

ferent holidays, starting and stopping times, and vacations only further emphasize the fact that these two plants operated completely separate from each other.

Upon the entire record, we find and conclude that the depalletizing of cans is now one of the first steps in the canning process rather than the last step in the can manufacturing operations, that the transfer of the function of depalletizing cans to the canning plant area caused that function and the job classification to become part of the canning plant unit, and that employees assigned to the work of depalletizing cans in the canning plant are included in the production and maintenance unit for which the Packinghouse Workers was certified as exclusive bargaining representative in Case 13-R-2530.<sup>6</sup> Accordingly, we shall amend the Packinghouse Workers' certification to include the depalletizing operation.

[The Board clarified the certification in Case 13-R-2530 by specifically including therein the job category of "depalletizer operator" when the work of depalletizing is being performed in the Employer's Chicago, Illinois, canning plant.]

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<sup>6</sup> *Ross-Meechan Foundries*, 147 NLRB 207.

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**White Front San Francisco, Inc., d/b/a White Front South San Francisco, Inc. and Building Service Employees Union, Local 81, AFL-CIO,<sup>1</sup> Petitioner. Case 20-RC-6693. June 20, 1966**

DECISION AND ORDER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before Hearing Officer Elizabeth M. Bianchi, of the National Labor Relations Board. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The Petitioner, the Intervenor,<sup>2</sup> and the Employer each filed briefs with the Board.

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purpose of the Act to assert jurisdiction herein.
2. The labor organizations involved claim to represent certain employees of the Employer.

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<sup>1</sup> Herein called the Building Service Employees.

<sup>2</sup> Retail Clerks Union, Local 775, Retail Clerks International Association, AFL-CIO, herein referred to as the Retail Clerks or the Intervenor, was permitted to intervene on the basis of a card showing among the employees involved.

3. No question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Sections 9(c) (1) and 2(6) and (7) of the Act for the following reasons:

Building Service Employees seeks to represent a unit of janitors and janitresses at the Employer's South San Francisco store. The Employer and the Retail Clerks contend that only a storewide unit is appropriate.

The South San Francisco store is a discount department store which opened for business on November 11, 1965. It is one of a chain of similar stores operated by the same interests in the State of California. On November 16, the Employer and the Retail Clerks signed an agreement for a card check by a neutral person to determine whether the Retail Clerks represented a majority of employees in a unit of selling and nonselling employees, including janitors and janitresses. The card check was made on December 2 and showed that the Retail Clerks represented a large majority of employees in the stipulated storewide unit. There is no contract or other bar to the present petition which was filed on November 29.

The store involved is basically a self-service operation. It is divided into three areas: the central selling floor area, the supermarket area, and the "backroom" area, which includes reserve stock, stock marking, and dock subareas. Merchandise is received at the shipping dock from where it is sent to a marking area for marking. It then goes to the stock area, the reserve stock area, or to the selling floor. On the selling floor, which is arranged in departments, sales and stock employees stock gondolas and arrange merchandise, wait on customers, and bring and return merchandise to the reserve stock area. Also working on the selling floor, in addition to sales and stock employees are customer-service employees, folders, boxboys, cartboys, and cashiers.

There are six janitors who sweep, dust, mop, clean restrooms, wax floors, and do other related work in the store as needed. Nonjanitorial employees have performed janitorial functions within their departments such as sweeping, dusting, and wiping up spillage. Janitors usually work under their own immediate supervisor. However, they may be assigned to specific departments by the assistant manager for operations, who has general supervision of the janitors. During the time that they are so assigned, they are supervised by the department manager.

All employees wear badges and uniforms furnished by the Employer. Janitors wear white trousers and shirts; warehousemen wear blue trousers and shirts; reserve stockmen wear white shirts and blue trousers; selling employees wear white shirts; women wear blue smocks.

Working conditions are the same for all employees, even to the extent that all employees receive the same wage rate and identical holidays; there are at present no other fringe benefits.

There are 20 White Front discount stores in California. In three of these, located in Oakland, San Jose, and Sunnyvale, janitors are represented in a separate unit;<sup>3</sup> in other stores they are part of a store-wide unit.

As stated, the South San Francisco store is essentially a self-service operation. Practically all employees are unskilled. Working conditions, including wage rates, are the same for all store employees. There is considerable overlap in duties among the various employees. There is no separate bargaining history for janitorial employees at this store, and, except for the separate bargaining for such employees at three stores resulting from the special circumstance that janitorial work at these stores had originally been contracted out, there is no history of separate bargaining for janitorial employees at the other White Front stores. Finally, the Retail Clerks is seeking to bargain for janitorial employees as part of a storewide unit. Under these circumstances, we find that a separate unit of janitorial employees is not appropriate for bargaining purposes.<sup>4</sup> We shall therefore dismiss the petition.

[The Board dismissed the petition.]

CHAIRMAN McCULLOCH AND MEMBER BROWN dissenting:

The unit of janitorial employees sought by the Building Service Employees corresponds to a similar unit in three other stores of White Front. Building Service Employees also have collective-bargaining contracts for separate units of janitorial employees with every major department store in San Mateo County, where the store involved herein is located. Inasmuch as there is no broader history of bargaining at the present store, this is not a severance situation. Therefore, in view of this bargaining pattern in the area and in the industry generally,<sup>5</sup>

<sup>3</sup> This separate bargaining history arose because the janitorial services in these three stores were contracted out to a cleaning contractor. When the stores discontinued the contracting out and assumed the work, they continued to bargain for janitors on a separate unit basis.

<sup>4</sup> Cf. *J. W. Mays, Inc.*, 147 NLRB 968. In *The J. L. Hudson Company* case, 155 NLRB 1345, cited by our dissenting colleagues, the Board found appropriate a unit of janitorial employees and elevator operators in a department store. But the Hudson store is a traditional department store having the usual gamut of skills, selling and nonselling, among employees of such a store. The Board noted this difference between self-service and traditional department stores in *Allied Stores of New York, Inc.*, 150 NLRB 799 (Member Jenkins dissenting), where it said: "We perceive a great difference between a retail store, like the Employer, that employs salespeople to serve the public and one where the public serves itself without the aid of sales personnel." For this reason, we do not consider determinative the area practice relating to traditional department stores. Moreover, in the present case, unlike *Hudson, supra*, one of the unions seeks to include janitorial employees in a storewide unit.

<sup>5</sup> *J. L. Hudson Company, supra*.

and in the absence of a history of bargaining on a broader basis at the South San Francisco store, we would find, contrary to our colleagues, that a separate unit of janitorial employees may be appropriate, although such employees may also be part of a storewide unit.

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**White Front San Diego, Inc. and White Front La Mesa, Inc. and Building Service Employees International Union, Local 102, AFL-CIO,<sup>1</sup> Petitioner, and Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local 542, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America,<sup>2</sup> Petitioner.** *Cases 21-RC-9889 and 9946. June 20, 1966*

### DECISION AND ORDER

Upon separate petitions duly filed under Section 9(c) of the National Labor Relations Act, as amended, a consolidated hearing was held before Hearing Officer Claude R. Marston. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The Petitioners, the Intervenor,<sup>3</sup> and the Employer each filed briefs with the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Fanning, Jenkins, and Zagoria].

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.

2. The labor organizations involved claim to represent certain employees of the Employer.

3. No question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Sections 9(c) (1) and 2(6) and (7) of the Act for the following reasons:

Building Service Employees seeks to represent a unit of janitors and janitresses, and Teamsters seeks to represent a union of nonsales employees at the Employer's San Diego and La Mesa stores. The Employer and the Retail Clerks contend that only a unit of all employees at both stores is appropriate.<sup>4</sup>

<sup>1</sup> Herein called the Building Service Employees.

<sup>2</sup> Herein called the Teamsters.

<sup>3</sup> Retail Clerks Union, Local 1222, affiliated with Retail Clerks International Association, AFL-CIO, herein referred to as the Retail Clerks or Intervenor, was permitted to intervene on the basis of a card showing among the employees involved.

<sup>4</sup> All parties appear to agree that a two-store unit is appropriate. They differ only as to the composition of the unit.