

In the Matter of MCKESSON & ROBBINS, INC., BLUMAUER FRANK DRUG DIVISION *and* INTERNATIONAL LONGSHOREMEN & WAREHOUSEMENS UNION, LOCAL 9, DISTRICT 1, affiliated with the C. I. O.

In the Matter of MCKESSON & ROBBINS, INC., MCKESSON-STEWART-HOLMES DRUG DIVISION *and* INTERNATIONAL LONGSHOREMEN & WAREHOUSEMENS UNION, LOCAL 9, DISTRICT 1, affiliated with the C. I. O.

In the Matter of WEST COAST WHOLESALE DRUG COMPANY *and* INTERNATIONAL LONGSHOREMEN & WAREHOUSEMENS UNION, LOCAL 9, DISTRICT 1, affiliated with the C. I. O.

In the Matter of WEST COAST KALSOMINE COMPANY *and* INTERNATIONAL LONGSHOREMEN & WAREHOUSEMENS UNION, LOCAL 9, DISTRICT 1, affiliated with the C. I. O.

In the Matter of BEMIS BROS. BAG COMPANY *and* INTERNATIONAL LONGSHOREMEN & WAREHOUSEMENS UNION, LOCAL 9, DISTRICT 1, affiliated with the C. I. O.

Cases Nos. R-461-465 inclusive.—Decided February 4, 1938

Wholesale Drug and Liquor, Kalsomine and Water Paint Manufacturing, and Bag Manufacturing Industries—Investigation of Representatives: agreement between two unions to submit jurisdictional dispute to convention of organization with which both unions were affiliated, not binding where one union subsequently terminates its affiliation; agreement by employees to be bound by jurisdictional decision of such organization regardless of subsequent disaffiliation by their union not binding under circumstances of case; closed-shop contract with union not having a majority membership no bar to subsequent action by Board; agreement with employer making labor organization the bargaining agent of employees who are members of such organization, its affiliated organizations and/or member local unions, in those of the employer's places of business where less than a majority of the employees are such members, does not preclude the Board from certifying another representative if a majority of employees desire such other representative—*Unit Appropriate for Collective Bargaining:* person engaged partly in office and partly in warehouse to be included in unit in which he is engaged most of his time; foremen without power to discharge or hire not necessarily excluded from bargaining unit with non-supervisory employees; employees in a factory who are engaged in warehouse work closely connected with operations of factory as a whole do not constitute a separate appropriate unit; no evidence that Nation-wide unit appropriate—*Elections Ordered—Certification of Representatives:* employees of one company—*Petition Dismissed:* no representative chosen by employees at election in another company.

Mr. Elwyn J. Eagen and *Mr. Thomas P. Graham, Jr.*, for the Board.

Bogle, Bogle & Gates, by *Mr. Cassius E. Gates* and *Mr. Warren Brown, Jr.*, of Seattle, Wash., for McKesson-Stewart and McKesson-Blumauer.

Roberts & Skeel, by *Mr. E. L. Skeel* and *Mr. Harry Henke, Jr.*, of Seattle, Wash., for West Coast Drug, West Coast Kalsomine, and Bemis Bag.

Houghton, Cluck & Coughlin, by *Mr. Paul Coughlin*, of Seattle, Wash., for Local No. 9.

Mr. George Turitz, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTIONS

STATEMENT OF THE CASE

On October 28, 1937, International Longshoremen and Warehousemen's Union, Local 9, District 1, herein called Local No. 9, filed with the Regional Director for the Nineteenth Region (Seattle, Washington) five separate petitions, each alleging that a question affecting commerce had arisen concerning the representation of employees of the company named in the petition, and requesting an investigation and certification of representatives pursuant to Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. The companies named in the five petitions are, respectively, McKesson & Robbins, Inc., McKesson-Stewart-Holmes Drug Division, herein called McKesson-Stewart;¹ McKesson & Robbins, Inc., Blumauer-Frank Drug Division, herein called McKesson-Blumauer;¹ West Coast Wholesale Drug Company, herein called West Coast Drug; West Coast Kalsomine Company, herein called West Coast Kalsomine; and Bemis Brothers Bag Company, herein called Bemis Bag. On October 30, 1937, the National Labor Relations Board, herein called the Board, acting pursuant to Section 9 (c) of the Act, and Article III, Sections 3 and 10 (c) (2), of National Labor Relations Board Rules and Regulations—Series 1, as amended, ordered an investigation and authorized the Regional Director to conduct it and to provide for an appropriate hearing upon due notice, and further ordered that, for purposes of hearing, the cases be consolidated and that one record of the hearing be made.

On November 1, 1937, the Regional Director issued a notice of hearing; on November 3, 1937, he issued an order changing the place

¹ McKesson-Stewart and McKesson-Blumauer are each referred to herein as a separate company

of hearing; and on November 6, 1937, he issued an order postponing the hearing. Copies of the notice and each order were duly served upon each of the companies, upon Local No. 9, and upon Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, herein called the Teamsters' Union, a labor organization claiming to represent employees directly affected by the investigation. Pursuant to the notice and the orders, a hearing was held on November 18, 19, 20, and 22, 1937, at Seattle, Washington, before Patrick H. McNally, the Trial Examiner duly designated by the Board. The Board, each company, and Local No. 9 were represented by counsel and participated in the hearing. The Teamsters' Union did not appear at the hearing or participate in this proceeding in any way. Full opportunity to be heard, to examine and to cross-examine witnesses, and to introduce evidence bearing on the issues was afforded to all parties. During the course of the hearing the Trial Examiner made several rulings on motions and on objections to the admission of evidence. Local No. 9 and each of the five companies submitted briefs to the Board after the hearing. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANIES

A. and B. McKesson-Stewart and McKesson-Blumauer are each a separate division of McKesson & Robbins, Inc., a Maryland corporation, which has its principal place of business in Bridgeport, Connecticut. McKesson & Robbins, Inc. is engaged in the business of the sale, manufacture, and distribution of wholesale drugs, liquors and drug products, and has a large number of wholesale houses in different States of the United States, each of which is a division under local management, having its own warehouse. Although title to the assets of McKesson-Blumauer had not at the date of the hearing been vested in McKesson & Robbins, Inc., the latter corporation had contracted to purchase the assets and was in possession of them, and had undertaken supervision of the operations of the business.

McKesson-Stewart and McKesson-Blumauer are both located in Seattle, Washington. The former does an annual business of about \$1,900,000.00, and the latter of about \$900,000.00. Most of the goods sold by each come from States other than Washington, and most of the shipments are by water. These shipments are picked up at the terminal at Seattle, where the ships discharge their cargo, by employees of McKesson-Stewart and McKesson-Blumauer and are trans-

ported to their respective warehouses in trucks owned and operated by them.

About 92 per cent of the goods sold by each company are sold in the State of Washington, and the remainder in the Territory of Alaska. A very small part of the products sold by each is manufactured in its own laboratories. Proprietary medicines which are received by each are stored in the respective plants and shipped out to customers as required. Most of the proprietary medicines are so shipped out in the original containers in which they were received.

McKesson-Stewart normally has approximately 102 employees, including four truck drivers, 23 salesmen, 33 office employees, and 40 persons who do work in and about its warehouse. McKesson-Blumauer normally has approximately 42 employees, including two truck drivers, a salesman, 11 office employees, and 21 persons who work in and about its warehouse.

C. West Coast Drug is a Washington corporation, carrying on a wholesale drug business on a cooperative plan. It maintains and conducts a wholesale drug plant at Seattle, Washington. Its merchandise consists of drug merchandise and sundries of all sorts and descriptions commonly on sale at drug stores. More than 98 per cent of the merchandise which it sells originates outside of the State of Washington, most of it being shipped to the company by water.

The total volume of sales of the company for the fiscal year 1936 was \$806,100.66, of which approximately 4.76 per cent was sold outside the State of Washington. It normally has approximately 29 employees, including two outside salesmen, 12 office employees, a janitor, three persons in the Kodak department, and 11 persons who work in and about the warehouse.

D. West Coast Kalsomine is a California corporation, the principal place of business of which is located in that State. It is engaged in the manufacture of kalsomine and water paints of various types. It maintains six plants for the manufacture of these products in four different States and at Sidney, Australia. Each plant is operated as a distinct and separate unit. We are here concerned only with the plant located in Seattle, Washington.

The materials used in the Seattle plant consist primarily of chalk, glue, casein, and various coloring materials and other products. More than 98 per cent of all such materials originate outside the State of Washington. A railroad siding runs from the tracks of the Union Pacific Railway to the Seattle plant and shipments arriving or leaving by rail do so by that siding.

West Coast Kalsomine is one of the principal manufacturers of kalsomine in the United States, and its Seattle plant is one of the only two kalsomine manufacturing plants located in the Pacific Northwest. About 35 per cent of the total output of the Seattle plant

is sold in the State of Washington, and about 65 per cent is sold in the States of Oregon, Idaho, Montana and the Province of British Columbia in Canada.

A warehouse is maintained in connection with the Seattle plant. In addition to an office force, a sales force and the executive personnel, approximately 22 persons are normally employed in the Seattle plant, including 12 who work in the warehouse proper and in the packaging department, and the rest of whom do work in connection with the actual making of the company's products.

E. Bemis Bag is a Missouri corporation, having its principal place of business in St. Louis, Missouri. It is engaged in the manufacture, sale, and distribution of cotton, paper, and burlap bags. It maintains factories in sixteen cities located in fourteen different States of the Union, including a factory in Seattle, Washington. We are here concerned only with the Seattle factory.

The materials used in the Seattle plant consist primarily of burlap, which is imported directly from India to Seattle, and cotton and paper, which come from cotton and paper mills located in States along the Eastern Seaboard and the Pacific Coast, a substantial portion being shipped directly from paper and cotton mills operated by the company outside the State of Washington. The total volume of the raw materials brought into the State of Washington and used by the company in the Seattle plant for manufacturing during the fiscal year 1936 amounted to approximately \$1,750,000.00.

The total volume of sales of Bemis Brothers Bag Company for the fiscal year 1936 amounted to approximately \$29,000,000.00, while that of the Seattle plant amounted to approximately \$2,000,000.00. About 64 per cent of the output of the Seattle plant is disposed of in the State of Washington, and the balance of 36 per cent in the States of Oregon, Idaho and Montana, and in Alaska. In addition to its sales, office, and supervisory personnel, the company normally employs approximately 154 workers in the Seattle plant, 140 of whom are engaged in manufacturing and printing, about five of whom do work in connection with the receiving, shipping, and handling of goods, in the nature of warehouse work, and the rest of whom do work of various other types.

II. THE ORGANIZATIONS INVOLVED

International Longshoremen and Warehousemen's Union, Local 9, District 1, is a labor organization chartered by District 1 of the International Longshoremen and Warehousemen's Union, herein called the I. L. W. U., which is affiliated with the Committee for Industrial Organization, herein called the C. I. O. It admits to its membership all employees of the five companies here involved within the several

bargaining units herein found to be appropriate. It was formed in September 1937, by the officers and members of Weighers, Warehousemen and Cereal Workers, Local 38-117, of the International Longshoremen's Association, herein called the Longshoremen's Union, when the Pacific Coast District of the International Longshoremen's Association, herein called the I. L. A., gave up its affiliation with the American Federation of Labor, herein called the A. F. of L., and became affiliated with the C. I. O.

Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, is a labor organization chartered by the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, herein called the Teamsters' Brotherhood, which is affiliated with the A. F. of L. It admits to its membership all employees of the five companies here involved within the several bargaining units herein found to be appropriate, except in the case of Bemis Bag, where it admits only employees doing work such as is customarily done in and around warehouses.

III. THE QUESTION CONCERNING REPRESENTATION

The Longshoremen's Union was formed in June 1935, and shortly thereafter began organizational activities. A large majority of the employees of McKesson-Stewart, West Coast Drug, Bemis Bag, and Blumauer Frank Drug Company, of which McKesson-Blumauer is the successor, had joined the Longshoremen's Union by October 1936, and a large majority of the employees of West Coast Kalsomine had joined it by February 1937. The Longshoremen's Union entered into a written closed-shop agreement with West Coast Drug which expired September 30, 1937. It agreed with each of the other companies upon a statement of policy to apply to such company. The Teamsters' Union, formed in October or November 1936, began to picket McKesson-Stewart and Blumauer Frank Drug Company in January 1937, and to prevent trucks of the companies from running, such action being taken in order to persuade employees of the Companies to join the Teamsters' Union.² As a result of the activities of the Teamsters' Union, the two plants closed on January 7, 1937. Due to similar activities of the Teamsters' Union, West Coast Drug and Bemis Bag closed in March 1937. In March 1937, the Teamsters' Union also began to picket the plant of West Coast Kalsomine, and to prevent trucks from being furnished to it. The majority of

² In February 1937, the Executive Council of the A. F. of L. extended the jurisdiction of the Teamsters' Brotherhood, by which the Teamsters' Union had been chartered, so as to cover persons employed in warehouses away from the marine docks and the actual waterfront. The five plants here in question are all located away from the actual waterfront. It does not appear that prior to the action of the Executive Council, the A. F. of L. had granted the Teamsters' Brotherhood jurisdiction over such workers.

the employees thereupon joined the Teamsters' Union, and the plant continued to operate. After about ten days, however, it was closed because of picketing by the Longshoremen's Union.

Various attempts were made to negotiate a settlement of the dispute between the two unions at the five plants, and a committee of business and professional men of Seattle, herein called the Citizens' Committee, was formed to aid in the negotiations. Each union and the Citizens' Committee in turn submitted a proposed agreement;³ but the proposals were all rejected. Finally, on or about June 9, 1937, the Citizens' Committee submitted to both Unions a proposal, herein called the Truce, which provided that the five plants would reopen under guarantees by both Unions that the workers would be permitted to return to work and that products would be hauled and delivered without interference; that the employees would return to work under their then union affiliations; that the I. L. A. would appeal from the decision of the A. F. of L. Executive Council to the October convention of the A. F. of L., and that both unions would be bound by the final decisions of that convention as to which union should have jurisdiction; that if the I. L. A. did not so appeal, both unions would abide by the decision already made by the Executive Council; that the Truce would become effective when it was signed by the officers of the Unions; and that the signing of the Truce by the employees would entitle each one signing to the same position which he had held before the plant in which he worked had ceased operations.

As noted above,⁴ the decision of the A. F. of L. Executive Council referred to in the Truce extended the jurisdiction of the Teamsters' Brotherhood to cover those persons in the warehouses located away from the marine docks or the actual waterfront, and stated that those persons employed in the warehouses located on the marine docks and on the actual waterfront come under the jurisdiction of the I. L. A.

³The Longshoremen's Union's proposal (Bemis Bag Exhibit No. 5) provided that representatives of both unions would meet to make a final settlement of the matter, and that if, upon such final settlement either union turned out to have members who should be in the other one, a transfer of membership would be "made upon agreement of the members themselves." The Teamsters' Union's proposal (Bemis Bag Exhibit No. 6) provided that the Longshoremen's Union was to be given the discretion to appeal to the A. F. of L. convention to be held in Denver the following October, that in the meantime the five plants would reopen, both unions obeying the jurisdictional decision of the A. F. of L. Executive Council. The Citizens' Committee proposal, made about April 7, 1937 (contained in Petitioner's Exhibit No. 23), provided for the reopening of the five plants, the employees of the three drug companies to go back to work under the jurisdiction of the Teamsters' Union, those of Bemis Bag to go back to work under the jurisdiction of the Longshoremen's Union, and those of West Coast Kalsomine to remain with whichever of the two unions they were then affiliated, and that the controversy be referred to the aforesaid convention of the A. F. of L.

⁴ See footnote 2, p. 75.

The officers of the Longshoremen's Union indicated their agreement with the terms of the proposal. Upon being informed of the position of the Longshoremen's Union, Dave Beck, the International Organizer of the Teamsters' Brotherhood on the West Coast, stated that he would sign if Harry Bridges, the West Coast Organizer for the I. L. A., and the individual employees signed, and if the proposal was approved by the attorney of the Teamsters' Union. The latter approved the proposal, subject to the addition of a provision for the dismissal of a pending injunction suit, to which the Longshoremen's Union consented. On Friday, June 11, 1937, officials of the Longshoremen's Union and two employees of Bemis Bag signed the Truce, and that night or early the next morning Bridges, who was in Portland, signed. The Truce was then brought by the attorney for three of the companies, accompanied by attorneys for the Longshoremen's Union and the manager and several employees of Bemis Bag, to Beck for his signature. Beck insisted that the individual employees sign before he did and that the individual employees also sign the following supplemental agreement:

Supplementing the foregoing agreement, we do hereby agree that if the International Longshoremen's Association shall sever its connection with the American Federation of Labor, we will nevertheless obey the jurisdictional decision of the American Federation of Labor and if the decision of the Executive Council is not reversed, we will immediately make application for membership in the Teamsters' Union.

The attorney for the three companies testified at the hearing that the attorneys for the Longshoremen's Union consented to the addition of the supplemental agreement at the time the Truce was presented to Beck for signature. It does not appear that Bridges or the officials of the Longshoremen's Union knew of the supplemental agreement at the time they signed the Truce or at any time prior to the signing of the Truce or of the supplemental agreement by employees of any of the five companies.

About midnight, Sunday, June 13th, the attorney for the Teamsters' Union signed on behalf of Beck and stated at the time that such signing was upon the condition that the agreement should not become effective until the employees had signed it and also the supplemental agreement. A signed copy of the Truce was handed to a representative of the Citizens' Committee who was to keep it in his custody until the employees had signed. The attorney for three of the companies had copies of the Truce delivered on Monday to all the companies except possibly West Coast Kalsomine, which received it within a few days thereafter. The copies delivered to West Coast Drug, West Coast Kalsomine and Bemis Bag had copies

of the supplemental agreement annexed; those delivered to McKesson-Stewart and Blumauer Frank Drug Company did not. The attorney for the three companies testified that it was accidental that the supplemental agreement was not included in the copies delivered to the latter two companies.

The Monday morning newspapers carried news stories stating that the disputes at the five companies had been settled, and many of the employees went to the plants Monday morning. At all five companies the employees, before being permitted to work, were required to sign the following statement which was annexed to a copy of the Truce:

The undersigned employees of (here was inserted the name of the particular company) fully understanding the within agreement, hereby approve the same and agree to be bound thereby.

The employees at West Coast Drug and West Coast Kalsomine, and the five warehouse employees at Bemis Bag were also required to sign the supplemental agreement annexed to the copy of the Truce.

The majority of the employees, apparently assuming that all papers presented to them had the approval of the officials of the labor organization to which they belonged, signed the same without question. A few of the more cautious employees of Bemis Bag raised some question as to the supplemental agreement and consulted two of the shop stewards about it. The shop stewards testified that they informed the questioners that the Truce was worthless because of the supplemental agreement, but that the employees should sign it so as to return to work. The Teamsters' Union refused to allow trucks to operate at the Bemis Bag plant until all the warehousemen at the plant had signed the supplemental agreement, and about noon on Monday, June 14th, an attorney of the Longshoremen's Union signed the supplemental agreement on behalf of one of the warehousemen of Bemis Bag who was away from the city.

McKesson-Stewart, Blumauer Frank Drug Company, West Coast Drug, and Bemis Bag reopened their plants on Monday, June 14th, and West Coast Kalsomine reopened its plant about a week or ten days later. At the times the respective plants reopened, substantially all of the employees of each signed the statement annexed to the Truce, and substantially all of the employees of West Coast Drug and West Coast Kalsomine, and the warehouse employees of Bemis Bag, also signed the supplemental agreement.

Early in June 1937, the Executive Board of the Pacific Coast District of the I. L. A. ordered that a referendum be taken among the membership of its locals on the question of whether or not the organization should become affiliated with the C. I. O. The referendum resulted in a vote favorable to affiliation with the C. I. O. There-

after, in August 1937, the officers of the Pacific Coast District of the I. L. A. received from the C. I. O. a charter for a new union, the I. L. W. U. The officers of the Longshoremen's Union received from District No. 1 of the I. L. W. U. the charter for Local No. 9. About September 27, 1937, Local No. 9 distributed among the employees of the five companies cards which it is alleged most of the employees signed, whereby they authorized Local No. 9 to represent them in collective bargaining while working under its jurisdiction, and whereby they agreed to observe its constitution and bylaws. Local No. 9 now claims to represent a majority of the employees of each company within the appropriate unit and desires certification as such representative.

On October 13, 1937, the A. F. of L. convention in Denver adopted a supplementary report of the Executive Council to the effect that it had extended the jurisdiction of the Teamsters' Brotherhood to persons employed in warehouses located away from marine docks and the actual waterfronts. During the last days of October 1937, the employees of the five plants received letters signed by W. L. Glazier, secretary-treasurer of the Teamsters' Union, informing them of the action taken by the convention, and that they were expected to live up to the terms of the Truce agreement which they had signed, and stating that employees coming under the jurisdiction of the Teamsters' Union would have to make application for transfer into it by 4 o'clock on October 30, 1937.

On November 1, 1937, the employees of West Coast Kalsomine were laid off pending the arrival of additional materials, but on November 2nd the Company decided not to reopen until the dispute between the Teamsters' Union and Local No. 9 was settled. On November 15th the Teamsters' Union began to picket West Coast Drug and Bemis Bag, and on November 16th to picket McKesson-Blumauer. All three closed shortly thereafter. McKesson-Stewart does not appear to have been picketed by the Teamsters' Union at this time. It has continued to operate without interruption.

On August 18, 1937, McKesson & Robbins, Inc., and the A. F. of L. entered into a nation-wide agreement which provided, among other things, that McKesson & Robbins, Inc. recognized the A. F. of L. as the representative of all employees of that corporation who are members of the A. F. of L., its affiliated organizations and/or member local unions, and as the sole collective bargaining agency for the employees in those of the corporation's places of business where a majority of such employees are such members. The agreement did not apply to supervisory or laboratory employees, or to buyers, assistant buyers, credit men, assistant credit men, or executives. On November 15, 1937, McKesson-Stewart and McKesson-Blumauer respectively agreed with the Teamsters' Union upon "Labor Relations" schedules to be

attached to the nation-wide agreement, each such schedule providing for a closed shop. On November 17th West Coast Drug called a meeting of its employees and informed them that it was about to enter into a closed-shop contract with the Teamsters' Union. Such a contract was executed on November 18, 1937, and on the same day West Coast Drug sent copies of the contract, together with a form of application for membership in the Teamsters' Union, to all its warehouse employees. It reopened its plant on November 22, 1937.

The Truce, the supplemental agreement, the agreement between the A. F. of L. and McKesson & Robbins, Inc., and the three closed-shop agreements have no effect upon the determination of the issues in these proceedings.

The companies claim that since the A. F. of L. convention upheld the decision of the Executive Council extending the jurisdiction of the Teamsters' Brotherhood so as to cover persons employed in warehouses away from the marine docks and the actual waterfront, all employees affected by the Truce must, under its terms, become members of the Teamsters' Union. The Truce, however, was a means of adjusting a dispute between two organizations affiliated with the A. F. of L. It would appear that it was not intended to be binding in a case where, as in the present case, one of the parties left the A. F. of L. That the Teamsters' Union understood the Truce to be so limited in its application is shown by the fact that Beck, after consulting the attorney for the Teamsters' Union, insisted upon the execution by the employees of a supplemental agreement providing that if the I. L. A. left the A. F. of L., the employees affected by the Truce would nevertheless apply for membership in the Teamsters' Union if the decision of the Executive Council was not reversed by the convention. The Truce is, therefore, not binding in the present situation upon Local No. 9 or the employees who signed the statement that they approved the Truce and agreed to be bound by it.

The employees signing the supplemental agreement agreed that if the I. L. A. severed its connection with the A. F. of L. they would nevertheless, in the event the decision of the Executive Council was not reversed, immediately make application for membership in the Teamsters' Union. The supplemental agreement was clearly signed by the employees under the belief that it was part of the agreement which had been approved by Bridges and the officers of the Longshoremen's Union. Although there is testimony to the effect that on Saturday, after the Truce had been signed by Bridges and the officers of the Longshoremen's Union, two attorneys of the Longshoremen's Union consented to the supplemental agreement, neither Bridges nor the officers of the Longshoremen's Union, as pointed out above, knew about such supplemental agreement at the time they signed the Truce. Nor does it appear that they knew about such

supplemental agreement until after it had been signed by the employees. Clearly under these circumstances the supplemental agreement cannot bar the employees who signed it from exercising their right freely to choose representatives for the purposes of collective bargaining. It is, therefore, not necessary to consider what would be the Board's determination as to the effect of such an agreement under circumstances different from those here presented, or to determine whether employees can under any circumstances bind themselves to be subject to the jurisdictional rulings of an organization to which they do not belong.

Under the nation-wide agreement between the A. F. of L. and McKesson & Robbins, Inc., the A. F. of L. is declared to be the representative only of its members in places of business of McKesson & Robbins, Inc., where the majority of the employees, in classes affected by the agreement, are not members of the A. F. of L., its affiliated organizations and/or member local unions. Such an agreement will not preclude the Board from certifying a representative other than the A. F. of L. as the exclusive bargaining representative of employees within appropriate units at McKesson-Stewart and McKesson-Blumauer if a majority of the employees within such units desire such other representative.⁵

On November 15, 1937, the date on which McKesson-Stewart and McKesson-Blumauer each signed a closed-shop agreement with the Teamsters' Union, very few, if any, employees of those companies were members of the Teamsters' Union. On November 18, 1937, at which time West Coast Drug signed a closed-shop agreement with the Teamsters' Union, practically no employees of that company, if any, were members of the Teamsters' Union. The three closed-shop contracts, therefore, are not a bar to any action which the Board may take in the present proceeding.

We find that a question has arisen concerning representation of employees of each of the companies.

IV. THE EFFECT OF THE QUESTION CONCERNING REPRESENTATION UPON COMMERCE

We find as to each of the companies in this proceeding that the question concerning representation which has arisen, occurring in connection with its operations described in Section I above, has a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tends to lead and has led to labor disputes burdening and obstructing commerce and the free flow of commerce.

⁵ See in the *Matter of City Auto Stamping Company and International Union, United Automobile Workers of America, Local No. 12*, 3 N. L. R. B. 306.

V. THE APPROPRIATE UNIT

A. *McKesson-Stewart*. In its petition Local No. 9 alleges that "all employees who are employed in and about the warehouse" of McKesson-Stewart constitute an appropriate unit. It appears from the record that Local No. 9 intended to include within such description of the unit employees of the following classifications: Order clerks, checkers, stock clerks, shipping-receiving-elevator employees, warehousemen, packers, laboratory foremen, and miscellaneous helpers and apprentices. The only laboratory foreman employed by the company does not appear to have any authority to hire or discharge employees.

The Company introduced in evidence a photostatic copy of a letter⁶ signed by the A. F. of L., by Lewis G. Hines, its director of organization, indicating that the A. F. of L. considered employees at all the plants of McKesson & Robbins, Inc., as the appropriate bargaining unit. The letter stated that the nation-wide contract, referred to in Section III above, between McKesson & Robbins, Inc., and the A. F. of L. was executed upon the basis of such a unit. The record contains no showing that employees of all the plants of McKesson & Robbins, Inc., constitute an appropriate bargaining unit. Furthermore, an examination of the contract itself shows that the parties did not consider all such employees to constitute an appropriate bargaining unit for all purposes, but provided that collective bargaining would be carried on in material respects on the basis of the individual plants.

We find that all the order clerks, checkers, stock clerks, shipping-receiving-elevator employees, warehousemen, packers, laboratory foremen, and miscellaneous helpers and apprentices, of McKesson-Stewart constitute a unit appropriate for the purposes of collective bargaining and that said unit will insure to employees of the Company the full benefit of their right to self-organization and to collective bargaining and otherwise effectuate the policies of the Act.

B. *McKesson-Blumauer*. In its petition Local No. 9 alleges that "all employees who are employed in and about the warehouse" of McKesson-Blumauer constitute an appropriate unit. It appears from the record that Local No. 9 intended to include within such description of the unit employees of the following classifications: Pharmacists, sundry order clerks, assistant sundry order clerks, sundry stock men, elevator and basement men, packers, control desk employees, checkers, cage order clerks, order floor clerks, receiving clerks, shipping clerks, and telephone order clerks in the main office. Local No. 9 claims that the two telephone order clerks in the main office, both of whom are members of Local No. 9, are essentially warehouse

⁶ McKesson Exhibit No. 9.

workers, while the Company claims that they are office workers. The evidence indicates that they spend the greater part of their time in the office. We feel, therefore, that they should not be included in the same bargaining unit as the employees of the other classifications mentioned above.

The discussion in subsection A above, relative to the contention of the A. F. of L. that all the employees of McKesson & Robbins, Inc., constitute an appropriate unit, is also applicable here.

We find that all the pharmacists, sundry order clerks, assistant sundry order clerks, sundry stock men, elevator and basement men, packers, control desk men, checkers, cage order clerks, order floor clerks, receiving clerks, and shipping clerks, of McKesson-Blumauer constitute a unit appropriate for the purposes of collective bargaining and that said unit will insure to employees of the Company the full benefit of their right to self-organization and to collective bargaining and otherwise effectuate the policies of the Act.

C. *West Coast Drug*. In its petition Local No. 9 alleges that "all employees who are employed in and about the warehouse" of West Coast Drug constitute an appropriate unit. It appears from the record that Local No. 9 intended to include within such description of the unit employees of the following classifications: Warehouse foremen, warehouse checkers, warehouse checkers and order pickers, warehouse order pickers, warehouse shipping and receiving clerks, warehouse country order packers, and warehouse city order packers. The only warehouse foreman employed by the company does not appear to have any power to hire or discharge employees, and is a member of Local No. 9. No claim was made at the hearing that the unit described in the petition is not appropriate.

We find that all the warehouse foremen, warehouse checkers, warehouse checkers and order pickers, warehouse order pickers, warehouse shipping and receiving clerks, warehouse country order packers, and warehouse city order packers, of West Coast Drug constitute a unit appropriate for the purposes of collective bargaining and that said unit will insure to employees of the company the full benefit of their right to self-organization and to collective bargaining and otherwise effectuate the policies of the Act.

D. *West Coast Kalsomine*. In its petition Local No. 9 alleges that all the employees of West Coast Kalsomine "engaged in and about the plant, exclusive of office and supervisory personnel" constitute an appropriate unit. It appears from the record that Local No. 9 intended to include within such description of the unit employees of the following classifications: Jumpermen, millmen, general employees, firemen, color mixers, warehousemen, base department employees, repairmen, and packers. Although there are included within these classifications some employees who are not engaged in warehouse

work, no claim was made at the hearing that the unit described in the petition is not appropriate.

We find that all the jumpermen, millmen, general employees, firemen, color mixers, warehousemen, base department employees, repairmen, and packers, of West Coast Kalsomine at its Seattle plant constitute a unit appropriate for the purposes of collective bargaining and that said unit will insure to employees of the company the full benefit of their right to self-organization and to collective bargaining and otherwise effectuate the policies of the Act.

E. Bemis Bag. In its petition Local No. 9 alleges that "all employees employed by this company exclusive of office and supervisory personnel" constitute an appropriate unit. It appears from the record that Local No. 9 intended to include sales employees among those excluded. The record shows that the Teamsters' Union does not wish to represent any employees of Bemis Bag other than five warehousemen.

In addition to its sales, office and supervisory personnel, the company employs about 154 workers at the Seattle plant, 140 of whom are engaged in manufacturing and printing. On the list introduced in evidence of the employees on the company's pay roll, two of the warehousemen are classified as elevator operators and truckers, two as truckers, and one as a shipping room warehouseman. The function of these five employees is to move the bales of materials received and of finished products into and out of the plant, and from place to place within it. Materials are received in heavy bales which are stored and then moved, as they are required, to the floor where the manufacturing process commences. The company's manager testified that the moving of goods which is done by the five warehousemen is essential to the plant's operation. These employees appear to perform functions intimately related to the operation of the plant as a whole.

It does not appear that collective bargaining has at any time in the past been carried on with the company on behalf of the warehousemen separately. As is the case with substantially all the employees within the bargaining unit contended for by Local No. 9, all the warehousemen were members of the Longshoremens' Union and are now members of Local No. 9. We feel, on the basis of the evidence presented at the hearing, that the five warehousemen should be included in the bargaining unit.

We find that all the employees of Bemis Bag employed at its Seattle plant, excluding sales, office and supervisory personnel, constitute a unit appropriate for the purposes of collective bargaining and that said unit will insure to employees of the company the full benefit of their right to self-organization and to collective bargaining and otherwise effectuate the policies of the Act.

VI. THE DETERMINATION OF REPRESENTATIVES

Local No. 9 introduced in evidence pledge cards which it claimed were signed during the last part of September 1937, by employees of the five companies, designating Local No. 9 as their bargaining representative. A comparison of the names on the pledge cards and the names on the lists introduced in evidence of the persons on the pay rolls of the five companies indicates that a majority of the employees in the appropriate unit in each company signed pledge cards. Local No. 9 also introduced in evidence lists of its members employed by each of the companies. A comparison of the names on the membership lists and the names on the lists introduced in evidence of the persons on the pay rolls of the five companies indicates that a majority of the employees in the appropriate unit in each company were members of Local No. 9 as of September 1937.

The record, however, indicates that a substantial number of the employees of McKesson-Stewart who were members of Local No. 9 and had signed pledge cards, applied on November 17, 1937, for membership in the Teamsters' Union. Although it does not appear clearly, there is evidence indicating that a similar occurrence probably took place among the employees of West Coast Drug. This indicates the possibility of a change in the desires of the employees in McKesson-Stewart and West Coast Drug concerning representation. Indeed, in view of all the circumstances present in the instant proceeding, we feel that there is doubt as to the present desire of the employees of each of the five companies relative to representation. We find, therefore, that the question which has arisen concerning representation can best be resolved by means of an election by secret ballot.

Those eligible to vote in the elections shall be the persons employed by the Companies during the pay-roll period next preceding October 28, 1937, the date on which the petitions were filed, within the respective bargaining units which were found to be appropriate in Section V above.

On the basis of the above findings of fact and upon the entire record in the case, the Board makes the following:

CONCLUSIONS OF LAW

1. Questions affecting commerce have arisen concerning the representation of employees of McKesson & Robbins, Inc., McKesson-Stewart-Holmes Drug Division; McKesson & Robbins, Inc., Blumauer Frank Drug Division; West Coast Wholesale Drug Company; West Coast Kalsomine Company; and Bemis Brothers Bag Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the National Labor Relations Act.

2. All the order clerks, checkers, stock clerks, shipping-receiving-elevator employees, warehousemen, packers, laboratory foremen, and miscellaneous helpers and apprentices, of McKesson & Robbins, Inc., McKesson-Stewart-Holmes Drug Division, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the National Labor Relations Act.

3. All the pharmacists, sundry order clerks, assistant sundry order clerks, sundry stock men, elevator and basement men, packers, control desk men, checkers, cage order clerks, order floor clerks, receiving clerks, and shipping clerks, of McKesson & Robbins, Inc., Blumauer Frank Drug Division, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the National Labor Relations Act.

4. All the warehouse foremen, warehouse checkers, warehouse checkers and order pickers, warehouse order pickers, warehouse shipping and receiving clerks, warehouse country order packers, and warehouse city order packers, of West Coast Wholesale Drug Company constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the National Labor Relations Act.

5. All the jumpermen, millmen, general employees, firemen, color mixers, warehousemen, base department employees, repairmen, and packers, of West Coast Kalsomine Company at its Seattle plant constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the National Labor Relations Act.

6. All the employees of Bemis Brothers Bag Company at its Seattle plant, excluding sales, office and supervisory personnel, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the National Labor Relations Act.

DIRECTION OF ELECTIONS

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 8, of National Labor Relations Board Rules and Regulations—Series 1, as amended, it is hereby

DIRECTED that, as part of the investigation authorized by the Board to ascertain representatives for collective bargaining with McKesson & Robbins, Inc., McKesson-Stewart-Holmes Drug Division, an election by secret ballot shall be conducted within 20 days from the date of this Direction, under the direction and supervision of the Regional Director for the Nineteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Section 9, of said Rules and Regulations, among all

the order clerks, checkers, stock clerks, shipping-receiving-elevator employees, warehousemen, packers, laboratory foremen, and miscellaneous helpers and apprentices, employed by McKesson & Robbins, Inc., McKesson-Stewart-Holmes Drug Division, during the pay-roll period next preceding October 28, 1937, to determine whether they desire to be represented by International Longshoremen and Warehousemen's Union, Local 9, District 1, or by Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America, for the purposes of collective bargaining, or by neither; and it is

FURTHER DIRECTED that, as part of the investigation authorized by the Board to ascertain representatives for collective bargaining with McKesson & Robbins, Inc., Blumauer Frank Drug Division, an election by secret ballot shall be conducted within 20 days from the date of this Direction, under the direction and supervision of the Regional Director for the Nineteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Section 9, of said Rules and Regulations, among all the pharmacists, sundry order clerks, assistant sundry order clerks, sundry stock men, elevator and basement men, packers, control desk men, checkers, cage order clerks, order floor clerks, receiving clerks, and shipping clerks, employed by McKesson & Robbins, Inc., Blumauer Frank Drug Division, during the pay-roll period next preceding October 28, 1937, to determine whether they desire to be represented by International Longshoremen and Warehousemen's Union, Local 9, District 1, or by Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, for the purposes of collective bargaining or by neither; and it is

FURTHER DIRECTED that, as part of the investigation authorized by the Board to ascertain representatives for collective bargaining with West Coast Wholesale Drug Company, an election by secret ballot shall be conducted within 20 days from the date of this Direction, under the direction and supervision of the Regional Director for the Nineteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Section 9, of said Rules and Regulations, among all the warehouse foremen, warehouse checkers, warehouse checkers and order pickers, warehouse order pickers, warehouse shipping and receiving clerks, warehouse country order packers, and warehouse city order packers, employed by West Coast Wholesale Drug Company during the pay-roll period next preceding October 28, 1937, to determine whether they desire to be represented by International Longshoremen and Warehousemen's Union, Local 9, District 1, or by Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen and

Helpers of America, for the purposes of collective bargaining, or by neither; and it is

FURTHER DIRECTED that, as part of the investigation authorized by the Board to ascertain representatives for collective bargaining with West Coast Kalsomine Company, an election by secret ballot shall be conducted within 20 days from the date of this Direction, under the direction and supervision of the Regional Director for the Nineteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Section 9, of said Rules and Regulations, among all the jumpermen, millmen, general employees, firemen, color mixers, warehousemen, base department employees, repairmen, and packers, employed by West Coast Kalsomine Company at its Seattle plant during the pay-roll period next preceding October 28, 1937, to determine whether they desire to be represented by International Longshoremen and Warehousemen's Union, Local 9, District 1, or by Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, for the purposes of collective bargaining, or by neither; and it is

FURTHER DIRECTED that, as part of the investigation authorized by the Board to ascertain representatives for collective bargaining with Bemis Brothers Bag Company, an election by secret ballot shall be conducted within 20 days from the date of this Direction, under the direction and supervision of the Regional Director for the Nineteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Section 9, of said Rules and Regulations, among all the employees of Bemis Brothers Bag Company employed at its Seattle plant during the pay-roll period next preceding October 28, 1937, excluding sales, supervisory and office personnel, to determine whether they desire to be represented by International Longshoremen and Warehousemen's Union, Local 9, District 1, or by Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, for the purposes of collective bargaining, or by neither.

[SAME TITLE]

SUPPLEMENTAL DECISION

AND

AMENDMENT OF DIRECTION OF ELECTIONS

February 14, 1938

On February 4, 1938, the National Labor Relations Board, herein called the Board, issued a Decision and Direction of Elections directing that elections be held among certain employees of McKes-

son & Robbins, Inc., McKesson-Stewart-Holmes Drug Division, herein called McKesson-Stewart; McKesson & Robbins, Inc., Blumauer Frank Drug Division, herein called McKesson-Blumauer; West Coast Wholesale Drug Company, West Coast Kalsomine Company, and Bemis Brothers Bag Company, respectively.

Since issuing that Decision and Direction of Elections, the Board has been advised by Charles W. Hope, Regional Director of the Nineteenth Region, Seattle, Washington, that McKesson-Stewart physically absorbed McKesson-Blumauer; that the bargaining unit described in Subdivision B, entitled "McKesson-Blumauer", of Section V, entitled "The appropriate unit", of the Findings of Fact contained in said Decision and Direction of Elections, no longer exists; that some of the former employees of McKesson-Blumauer who were included in said bargaining unit are now employed by McKesson-Stewart; and that the group of employees included within the bargaining unit described in Subdivision A, entitled "McKesson-Stewart", of said Section V of said Findings of Fact has been enlarged accordingly.

In view of the different conditions which now exist, we find it necessary to amend our Decision and Direction of Elections above referred to in the following manner:

AMENDMENT OF FINDINGS OF FACT

1. The third paragraph of Subdivision A, entitled "McKesson-Stewart", of Section V, entitled "The appropriate unit", of the Findings of Fact of said Decision and Direction of Elections, and the third paragraph of Subdivision B, entitled "McKesson-Blumauer", of said Section V, are hereby both deleted, and the following Finding of Fact is made in lieu of the findings contained in said paragraphs:

We find that all the order clerks, checkers, stock clerks, shipping-receiving-elevator employees, warehousemen, packers, laboratory foremen, miscellaneous helpers and apprentices, pharmacists, sundry order clerks, assistant sundry order clerks, sundry stock men, elevator and basement men, control-desk men, cage-order clerks, order floor clerks, receiving clerks, and shipping clerks, of McKesson-Stewart constitute a unit appropriate for the purposes of collective bargaining and that said unit will insure to employees of the Company the full benefit of their right to self-organization and to collective bargaining and otherwise effectuate the policies of the Act.

2. The third paragraph of Section VI, entitled "The determination of representatives", of the Findings of Fact of said Decision and Direction of Elections, is hereby deleted and the following substituted therefor:

“Those eligible to vote in the elections at West Coast Drug, West Coast Kalsomine, and Bemis Bag shall be the persons employed by those companies during the pay-roll period next preceding October 28, 1937, the date on which the petitions were filed, within the respective appropriate units. Those eligible to vote in the election at McKesson-Stewart shall be the persons employed either by McKesson-Stewart or by McKesson-Blumauer during the pay-roll period next preceding October 28, 1937, within the appropriate unit.”

AMENDMENT TO CONCLUSIONS OF LAW

The Conclusions of Law marked respectively “2” and “3”, of the said Decision and Direction of Elections, are hereby deleted and the following Conclusion of Law substituted therefor:

2 and 3. All the order clerks, checkers, stock clerks, shipping-receiving-elevator employees, warehousemen, packers, laboratory foremen, miscellaneous helpers and apprentices, pharmacists, sundry order clerks, assistant sundry order clerks, sundry stock men, elevator and basement men, control-desk men, cage-order clerks, order floor clerks, receiving clerks, and shipping clerks, of McKesson & Robbins, Inc., McKesson-Stewart-Holmes Drug Division, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the National Labor Relations Act.

AMENDMENT TO DIRECTION OF ELECTIONS

The Direction of Elections above referred to is hereby amended by striking out the second and third paragraphs thereof, relating respectively to McKesson-Stewart and McKesson-Blumauer, and substituting in lieu thereof the following paragraph:

DIRECTED that, as part of the investigation authorized by the Board to ascertain representatives for collective bargaining with McKesson & Robbins, Inc., McKesson-Stewart-Holmes Drug Division, an election by secret ballot shall be conducted within 20 days from February 4, 1938, under the direction and supervision of the Regional Director for the Nineteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Section 9, of said Rules and Regulations, among all the order clerks, checkers, stock clerks, shipping-receiving-elevator employees, warehousemen, packers, laboratory foremen, miscellaneous helpers and apprentices, pharmacists, sundry order clerks, assistant sundry order clerks, sundry stock men, elevator and basement men, control-desk men, cage-order clerks, order floor clerks, receiving clerks, and shipping clerks, who were employed by McKesson & Robbins, Inc.,

McKesson-Stewart-Holmes Division or by McKesson & Robbins, Inc., Blumauer Frank Drug Division, during the pay-roll period next preceding October 28, 1937, to determine whether they desire to be represented by International Longshoremen and Warehousemen's Union, Local 9, District 1, or by Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, for the purposes of collective bargaining, or by neither; and it is.

[SAME TITLE]

In the Matter of BEMIS BROS. BAG COMPANY *and* INTERNATIONAL LONGSHOREMEN & WAREHOUSEMEN'S UNION, LOCAL 9, DISTRICT 1, AFFILIATED WITH THE C. I. O.

Case No. R-465

SUPPLEMENTAL DECISION

AND

ORDER

March 14, 1938

On February 4, 1938, the National Labor Relations Board, herein called the Board, issued a Decision and Direction of Elections in the above-entitled case and four related cases. The Direction of Elections directed that certain elections by secret ballot be held, one of them to be among all the employees of Bemis Brothers Bag Company at its Seattle plant, excluding sales, supervisory, and office personnel, to determine whether such employees desired to be represented by International Longshoremen and Warehousemen's Union, Local 9, District 1, or by Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, for the purposes of collective bargaining, or by neither.

Pursuant to the Direction, an election by secret ballot was conducted on February 18, 1938, at Seattle, Washington, under the direction and supervision of the Regional Director for the Nineteenth Region (Seattle, Washington). On or about February 19, 1938, the said Regional Director, acting pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 1, as amended, issued an Intermediate Report on the ballot. The Intermediate Report was duly served upon the parties on February 21, 1938. No objections or exceptions to the Intermediate Report have been filed by any of the parties.

As to the results of the secret ballot, the Regional Director reported as follows:

Total number eligible to vote.....	155
Total number of ballots cast.....	137
Total number of blank ballots.....	0
Total number of void ballots.....	0
Total number of ballots cast for International Longshoremen and Warehousemen's Union, Local 9, District 1, affiliated with the Committee for Industrial Organization.....	49
Total number of ballots cast for Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, affiliated with the American Federation of Labor.....	4
Total number of ballots cast for neither organization.....	84
Total number of eligible voters not voting.....	18
Total number of challenged votes.....	2

The results of the election show that no collective bargaining representative has been selected by a majority of the employees. The petition for investigation and certification of representatives of employees of Bemis Brothers Bag Company, Seattle, Washington, will therefore be dismissed.

ORDER

By virtue of Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, and pursuant to Article III, Sections 8 and 9, of National Labor Relations Board Rules and Regulations—Series 1, as amended,

IT IS HEREBY ORDERED that the petition for investigation and certification of representatives of employees of Bemis Brothers Bag Company, Seattle, Washington, filed by International Longshoremen and Warehousemen's Union, Local 9, District 1, affiliated with the Committee for Industrial Organization, be and it hereby is dismissed.

[SAME TITLE]

In the Matter of WEST COAST KALSOMINE COMPANY *and* INTERNATIONAL LONGSHOREMEN & WAREHOUSEMEN'S UNION, LOCAL 9, DISTRICT 1, AFFILIATED WITH THE C. I. O.

Case No. R-464

CERTIFICATION OF REPRESENTATIVES

March 14, 1938

On February 4, 1938, the National Labor Relations Board, herein called the Board, issued a Decision and Direction of Elections in the above-entitled case and four related cases. The Direction of Elec-

tions directed that certain elections by secret ballot be held, one of them to be among all the jumpermen, millmen, general employees, firemen, color mixers, warehousemen, base department employees, repairmen, and packers, employed by West Coast Kalsomine Company at its Seattle plant, to determine whether they desired to be represented by International Longshoremen and Warehousemen's Union, Local 9, District 1, or by Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, for the purposes of collective bargaining, or by neither.

Pursuant to the Direction an election by secret ballot was conducted on February 18, 1938, at Seattle, Washington, under the direction and supervision of the Regional Director for the Nineteenth Region (Seattle, Washington). On or about February 19, 1938, the said Regional Director, acting pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 1, as amended, issued an Intermediate Report on the ballot. The said Intermediate Report was duly served upon the parties on February 21, 1938. No objections or exceptions to the Intermediate Report have been filed by any of the parties.

As to the results of the secret ballot, the Regional Director reported as follows:

Total number eligible to vote.....	22
Total number of ballots cast.....	22
Total number of blank ballots.....	0
Total number of void ballots.....	0
Total number of ballots cast for International Longshoremen and Warehousemen's Union, Local 9, District 1, affiliated with the Committee for Industrial Organization.....	12
Total number of ballots cast for Warehousemen's Union, Local 117, International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, affiliated with the American Federation of Labor.....	10
Total number of ballots cast for neither organization.....	0
Total number of challenged votes.....	0
Total number of eligible employees not voting.....	0

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, and pursuant to Article III, Sections 8 and 9, of National Labor Relations Board Rules and Regulations—Series 1, as amended,

IT IS HEREBY CERTIFIED that International Longshoremen and Warehousemen's Union, Local 9, District 1, affiliated with the Committee for Industrial Organization, has been selected by a majority of the jumpermen, millmen, general employees, firemen, color mixers, warehousemen, base department employees, repairmen, and packers,

of the West Coast Kalsomine Company at its Seattle, Washington, plant as their representative for purposes of collective bargaining and that pursuant to Section 9 (a) of the Act, the International Longshoremen and Warehousemen's Union, Local 9, District 1, affiliated with the Committee for Industrial Organization, is the exclusive representative of all such employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.