

In the Matter of WALLA WALLA MEAT & COLD STORAGE COMPANY,
A CORPORATION *and* AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, LOCAL NO. 275

Case No. C-391.—Decided April 1, 1938

Meat Packing Industry—Settlement: on basis of stipulation providing for withdrawal of recognition in company-dominated labor organization—Order: based on stipulation.

Mr. Daniel Baker and Mr. Thomas P. Graham, Jr., for the Board.

Mr. Herbert Ringhoffer and Mr. Cameron Sherwood, of Walla Walla, Wash., for the respondent.

Mr. Howard W. Hedgcock, of Seattle, Wash., for the Amalgamated.

Mr. Judd D. Kimball, of Walla Walla, Wash., for the Association.

Mr. Martin Kurasch, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges and amended charges duly filed by Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 275, herein called the Amalgamated, the National Labor Relations Board, herein called the Board, by Charles W. Hope, Regional Director for the Nineteenth Region (Seattle, Washington), issued its complaint dated January 4, 1938, against Walla Walla Meat & Cold Storage Company, Walla Walla, Washington, herein called the respondent. The complaint and notice of hearing thereon were duly served upon the respondent, the Amalgamated, and the Employees Protective Association, herein called the Association.

The complaint alleged that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (2), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act.

On January 8, 1938, the respondent filed its answer to the complaint, denying that its operations affect interstate commerce within the meaning of the Act and that it had engaged in or was engaging in

the alleged unfair labor practices. The respondent on the same date also filed a motion for continuance and a demurrer and motion to quash. On January 10, 1938, the Regional Director issued an order denying the motion for a continuance.

On January 14, 1938, the Association filed a motion for leave to intervene and a petition in intervention. On January 18, 1938, the Regional Director issued an order permitting the Association to intervene.

Pursuant to the notice, a hearing was held in Walla Walla, Washington, from January 24 to January 27, 1938, inclusive, before Madison Hill, the Trial Examiner duly designated by the Board. The Board, the respondent, the Amalgamated, and the Association were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses and to produce evidence bearing upon the issues was afforded to all parties.

At the opening of the hearing the Trial Examiner denied the motion to quash and overruled the demurrer. A motion by counsel for the Board to amend the complaint by amending paragraphs VI and VII thereof so as to confine the allegations therein to the period from October 12, 1937 to approximately November 1, 1937, was granted by the Trial Examiner.

On January 27, 1938, during the course of the hearing, the respondent, the Association, and the Board entered into a stipulation which effected a settlement of the case.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The respondent, a Washington corporation having its principal place of business in Walla Walla, Washington, is engaged in the business of buying, slaughtering, processing, manufacturing, selling, and distributing meat, meat products and byproducts, and in the manufacture, sale, and delivery of artificial ice, and in the buying, feeding, and selling of livestock. The Walla Walla plant of the respondent includes a loading dock, stockyards, feeding pens, a killing room, a smokehouse, a storage room, a refrigeration plant, a boiler room, and shipping, sales, and office departments.

The total purchases of the respondent in 1937 amounted to \$755,322.24. Of the total purchases made, commodities to the extent of 93 per cent in value were bought in the State of Washington, and seven per cent were bought outside of the State of Washington. In 1937 the Company bought livestock at the total price of \$640,087.75 in the State of Washington, and purchased livestock to the value of

\$12,811.39 in Oregon and Idaho. The raw materials purchased by the respondent are purchased in and shipped from Iowa, Wisconsin, Minnesota, Oregon, Illinois, New York, California and Washington.

In 1937 the total sales of the respondent amounted to \$995,815.32. Forty-two per cent of the sales were made to purchasers outside of the State of Washington. The respondent also disposes of a portion of its total products to the United States Government.

The employees of the respondent at its Walla Walla plant handle, assemble, pack, and load the products upon common carrier trucks and directly upon railroad cars situated upon a railroad siding connected with the main line of an interstate railroad.

II. THE BASIS OF THE SETTLEMENT

The above-mentioned stipulation provides as follows:

It is hereby stipulated by and between the Walla Walla Meat & Cold Storage Company, a corporation, by Herbert Ringhoffer and Cameron Sherwood, its counsel, the Employees Protective Association, by its counsel Judd D. Kimball; and Thomas P. Graham, Jr., and Daniel Baker, attorneys for the Nineteenth Region, National Labor Relations Board, that the Board may make findings of fact as follows:

I

That the business of the respondent is that as described in the stipulation which is in evidence in this proceeding and designated as Board's Exhibit No. 2.

II

That all of the employees of the respondent other than supervisory personnel, office help and salesmen, constitute a unit appropriate for purposes of collective bargaining with respects to rates of pay, wages, hours of employment and other conditions of employment.

III

That Local No. 275 of the Amalgamated Meat Cutters and Butcher Workmen of North America, a labor organization within the meaning of the Act, had been designated at all times stated in the complaint, in paragraphs VI and VII of the complaint as amended, as the sole exclusive collective bargaining agency by a majority of the employees in the unit above described.

IV

That the Walla Walla Meat & Cold Storage Company did not bargain with Local No. 275 of the Amalgamated Meat Cutters and Butcher Workmen of North America as the sole and exclu-

sive bargaining agency for all the employees in the unit above described for the reason that it had not been informed and had no assurance that said Local No. 275 had been designated by a majority of its employees in that unit.

V

That certain of the supervisory personnel of the respondent did assist in the formation of the Employees Protective Association, a labor organization within the meaning of the Act, and did participate in the affairs of said organization and did influence and interfere with the administration of said organization.

VI

It is further stipulated that the Board may enter an order requiring the Walla Walla Meat & Cold Storage Company to do as follows.

1. Bargain with Local No. 275 of the Amalgamated Meat Cutters and Butcher Workmen of North America as the sole and exclusive bargaining agency of all of its employees in the unit heretofore described, and require the said respondent to continue to bargain with said Local No. 275 until a majority of the employees in said unit shall either select a new bargaining representative or until said organization no longer represents a majority of the employees in the aforesaid unit.

2. That said respondent shall withdraw and withhold in the future all recognition from the Employees Protective Association as a representative of any of its employees for the purposes of collective bargaining with reference to rates of pay, wages, hours, and other conditions of employment with respondent.

3. That the respondent shall not discriminate in regard to hire or tenure of employment or any term or condition of employment, encourage or discourage membership in the Local No. 275 of the Amalgamated Meat Cutters and Butcher Workmen of North America or any other labor organization.

4. That the respondent will post at its plant a notice embodying the terms and provisions of the order which the Board will issue based upon the stipulation herein.

VII

It is further agreed that this stipulation shall be null and void and of no effect in the event that the Board does not enter an order based upon the terms and provisions of the stipulation as herein set out, and that in the event that the Board does not issue an order based upon the terms and provisions of the stipulation,

the hearing shall be reconvened and all parties shall then have full and complete opportunity to introduce such testimony as they desire, within the issues as framed.

VIII

That the issuance of an order based upon the terms and provisions of this stipulation shall constitute a complete determination of all of the issues raised by the pleadings in this proceeding.

IX

That nothing herein contained shall be construed to in any way limit the rights granted under the National Labor Relations Act unto any persons, parties, or labor organizations.

X

It is further agreed that nothing in this stipulation shall be construed to be an admission on the part of the respondent that it has or is engaged in interstate commerce within the meaning of the Act; provided, however, that respondent does hereby agree to abide by this stipulation and any order which may be issued by the National Labor Relations Board based hereon according to the letter hereof.

ORDER

Upon the basis of the above stipulation, and upon the entire record in the case and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board orders that the Walla Walla Meat & Cold Storage Company, its officers, agents, successors and assigns:

1. Shall bargain with Local No. 275 of the Amalgamated Meat Cutters and Butcher Workmen of North America as the sole and exclusive bargaining agency of all of its employees other than supervisory personnel, office help, and salesmen, and shall continue to bargain with said Local No. 275 either until a majority of the employees in said unit shall select a new bargaining representative or until said organization no longer represents a majority of the employees in the aforesaid unit;

2. Shall withdraw and withhold in the future all recognition from the Employees Protective Association as a representative of any of its employees for the purposes of collective bargaining with reference to rates of pay, wages, hours, and other conditions of employment with respondent;

3. Shall not discriminate in regard to hire or tenure of employment or any term or condition of employment, encourage or discourage membership in the Local No. 275 of the Amalgamated Meat Cutters and Butcher Workmen of North America or any other labor organization;

4. Shall post at its plant a notice embodying the terms and provisions of this order.