

In the Matter of ALUMINUM COMPANY OF AMERICA, EMPLOYER *and*
PATTERN MAKERS' ASSOCIATION OF DETROIT AND VICINITY, AFFILIATED
WITH THE PATTERN MAKERS' LEAGUE OF NORTH AMERICA, A. F. OF L.,
PETITIONER

Case No. 7-RC-590.—Decided September 28, 1949

DECISION
AND
ORDER

Upon a petition duly filed, a hearing was held before Herman Corenman, hearing officer of the National Labor Relations Board. The hearing officers' rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 [Chairman Herzog, and Members Houston and Gray].

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

1. The Employer is engaged in commerce within the meaning of the National Labor Relations Act.

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

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

On May 8, 1947, the Employer and United Steel Workers of America, CIO, the Intervenor herein, entered into a contract covering employees, including pattern workers, at the Employer's Detroit Michigan, aluminum-processing plant, effective until May 31, 1949, "and thereafter until terminated by thirty (30) days' notice in writing." On June 25, 1948, the Employer and the Intervenor entered into a "Wage Increase Agreement," extending their original contract, including its renewal provisions, to May 31, 1950. On June 2, 1949, the Petitioner wrote to the Employer claiming to represent the pattern makers, and on June 10, 1949, the Petitioner filed the instant petition, seeking to represent pattern makers at the plant.

The Employer and the Intervenor contend, and the Petitioner denies, that the current contract constitutes a bar to a present election.¹ We agree with the Employer and the Intervenor. The current contract, which superseded the original contract,² is for a fixed and reasonable term until May 31, 1950.³ The fixed term of the original contract of May 8, 1947, which was cut short by the later agreement of June 25, 1948, elapsed before the Petitioner made any claim to represent employees covered by the contract, and the making of the second contract before the natural expiration of the fixed term of the first contract was not prejudicial to the Petitioner.⁴ Under these circumstances, we find that the current contract is a bar to a present election. We shall therefore dismiss the petition, without prejudice, however, to the filing of a new petition a reasonable time before May 31, 1950.

ORDER

Upon the entire record in the case, the National Labor Relations Board hereby orders that the petition herein be, and it hereby is dismissed.

¹ As we are dismissing the petition on this ground, we find it unnecessary to consider the other issues raised at the hearing.

² *Matter of The United States Finishing Company*, 63 N. L. R. B. 575.

³ *Matter of Reed Roller Bit Company*, 72 N. L. R. B. 927.

⁴ *Matter of Greenville Finishing Company, Inc.*, 71 N. L. R. B. 436. *Matter of Don Juan, Inc.*, 71 N. L. R. B. 734.