

enabling the Union to enforce obedience by its members to such rules as the Union has or may prescribe, Respondent Reed has engaged in unfair labor practices within the meaning of Section 8 (a) (3) and (1) of the Act

5. By causing Respondent Reed to discriminate against said Ernest Sydney Charlton, as aforesaid, Respondent Union has engaged in unfair labor practices within the meaning of Section 8 (b) (2) and 8 (b) (1) (A) of the Act

6. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

[Recommended Order omitted from publication in this volume ]

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FISCHER STEEL CORPORATION *and* UNITED STEELWORKERS OF AMERICA,  
CIO, PETITIONER. *Case No. 32-RC-135. May 18, 1951*

### Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Anthony J. Sabella, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Herzog and Members Houston and Reynolds].

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

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

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 Section 9 (c) (1) and Section 2 (6) and (7) of the Act, for the following reasons:

The Employer and Shopmen's Local Union No. 530 of the International Association of Bridge, Structural and Ornamental Iron Workers, AFL, herein called the Intervenor, contend that their current contract constitutes a bar to this proceeding. The Petitioner argues that the contract is but a premature extension of an earlier agreement, and therefore cannot operate as a bar beyond the term of the original contract.

On February 4, 1948, the Employer and the Intervenor entered into a contract effective until April 3, 1949 and providing for annual automatic renewal thereafter in the absence of 60 days' notice to terminate the agreement. In 1949, pursuant to this renewal clause, the contract was automatically extended to April 3, 1950. On or about January 27, 1950, 1 week before the *Mill B* date of the contract, the Intervenor sent a letter, signed by its president, to the Employer, advising it of the

Intervenor's intention to terminate the contract.<sup>1</sup> Following extensive negotiations, the parties executed a complete, new contract on August 14, 1950, to continue into effect until April 3, 1952. The petition herein was filed on February 27, 1951.

We reject the Petitioner's assertion that the existing contract is a premature extension of the earlier agreement. As the January 1950, termination notice was served before the *Mill B* date of the 1948 agreement, it effectively forestalled automatic renewal of that contract, which thereupon expired on April 3, 1950, in accordance with its terms.

We also find no merit in the Petitioner's further contentions that the 1950 contract is not a bar because it was not ratified by the union members, and because the Intervenor is defunct. Rutherford testified that he conducted a special ratification meeting, which was attended by more than half of the union members then working for the Employer. He added that the agreement was explained to them and that, without dissent, they approved it. Champion, who attended the meeting, corroborated Rutherford except that, according to his version, after the question of notification was put to the employees, the meeting adjourned for lack of time before a vote could be taken. Significantly, however, two raises were thereafter granted to the employees pursuant to the contract. For this reason, and because none of the employees disavowed the contract until the inception of rival union activities 7 months later, we find Rutherford's recollection of the ratification meeting to be reliable, and that the contract was ratified as required by the Intervenor's constitution.

As to the claim that the Intervenor no longer functions, there is no evidence in the record supporting the assertion. The Intervenor is an amalgamated union which admits to membership, and is now representing, employees of a number of employers in addition to those of the Employer. Some of those employees of the Employer who were members of the Intervenor attended a regularly scheduled union meeting about 1 month before the petition herein was filed. Because the employees were dissatisfied with the terms of the existing contract

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<sup>1</sup>The letter was not produced at the hearing. Its timeliness and contents are established by the mutually corroborative testimony of Rutherford, the Intervenor's general organizer, who wrote the letter, and of Walters, the Employer's president, who acknowledged its receipt.

At the hearing, the Petitioner claimed that this letter was not notice to terminate the contract, but only a request to modify the wage and vacation schedules in accordance with a contract provision for interim agreements. In support of this assertion it offered the testimony of Champion, an employee member of the shop committee. Although Champion said that the employee members of the shop committee intended that the contract not be reopened, and that the pencil draft of the letter which he saw did not terminate the contract, he admitted that the letter included a "60 day notice." Champion did not see the final letter sent to the Employer. We also note that the contract reopening clause required no advance notice, while the termination provision called for the 60-day notice which the letter gave. In these circumstances, we see no persuasive reason for rejecting the otherwise credible testimony of Rutherford and Walters.

and desired a new one, one of the members moved that they withdraw from Local 530. The chairman refused to entertain the motion. Nevertheless, following extended argument, employees present spontaneously voted to withdraw from the local and walked out of the meeting. We do not believe that this evidence of dissatisfaction with the fruits of the Intervenor's collective bargaining efforts warrants a finding that the Union has ceased to function as a labor organization in the Employer's plant.

Accordingly, as the current contract between the Employer and the Intervenor will not expire until April 3, 1952, we find that it is a bar to a present determination of representatives, and we will therefore dismiss the petition.

### Order

IT IS HEREBY ORDERED that the petition filed herein be, and hereby is, dismissed.

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LOUIS A. LAZOFF, D/B/A TECH-MASTERS PRODUCTS COMPANY *and*  
UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA,  
PETITIONER. *Case No. 2-RC-3407. May 18, 1951*

### Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before I. L. Broadwin, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.<sup>1</sup>

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Houston, Reynolds, and Styles].

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

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

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

3. A 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.

4. The parties agree, and we find, that the following employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

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<sup>1</sup> Local 70, Industrial Production & Novelty Workers Union, IJWU, AFL, was permitted to intervene at the hearing.