

millwrights, the scale mechanic, maintenance mechanics, trades helpers,¹¹ clerical and professional employees, watchmen, guards, and supervisors, within the meaning of the Act:

- (a) All machinists.
- (b) All pipefitters.
- (c) All welders.
- (d) All sheet metal workers.

5. If a majority of the employees in any of the voting groups described in paragraph numbered 4 indicate, by voting for the Petitioner, their desire to be represented in a separate unit, the Board finds such unit to be appropriate, and the Regional Director conducting the elections directed herein is instructed to issue a certification of representatives to the Petitioner for each such unit. If a majority of the employees in all the voting groups vote for the Intervenor, the Board finds the existing production and maintenance unit to be appropriate, and the Regional Director shall issue a certificate of results of elections to that effect. If a majority of the employees in some, but not all, of the voting groups vote for the Intervenor, the Board finds all employees in the groups so voting to be appropriately represented in the residual production and maintenance unit, and the Regional Director shall issue a certificate of results of elections to that effect.

[Text of Direction of Elections omitted from publication in this volume.]

¹¹ Trades helpers assist employees in most of the voting groups, but do not specialize in their craft work. The parties agree to their exclusion.

GENERAL CHEMICAL DIVISION, ALLIED CHEMICAL AND DYE CORPORATION
and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL
UNION 11, AFL, PETITIONER. *Case No. 21-RC-2128. January 25,*
1952

Decision and Order

Upon a petition filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Ben Grodsky, 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 Murdock].

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 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) (7) of the Act, for the following reasons:

Oil Workers International Union, Local 128, CIO, herein called the Intervenor, and the Employer moved to dismiss the petition on the ground that their current collective bargaining contract constitutes a bar to this proceeding. The Petitioner asserts that the agreement, a 3-year contract executed September 22, 1950, contains a union-security clause whose provisions exceed the limits of union security authorized in Section 8 (a) (3) of the Act.

The contract covers all production and maintenance workers employed at the Employer's El Segundo, California, plant, including the three electrical maintenance workers for whom the Petitioner seeks craft severance. The only union-security clause reads as follows:

All employees who on September 29, 1950, are members of the Union in good standing in accordance with its constitution and by-laws, and all employees who become members after that date, shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of this agreement.

It is clear that the contract contains no requirement that any employees become union members at any time. Employment can become conditional upon union membership only in the event an employee chose to join or remain a member of the union on or after September 29. The Board has recently held that a contract is not unlawful if it does nothing more than require continuing membership of those employees who were union members in good standing when the contract was executed.¹ Applying this rule to the instant situation, it follows that if employees who were union members on September 22 could be required to maintain their good standing, necessarily any employee who later chose to join could also be subjected to the same condition of employment. We find therefore that the contract here urged as a bar does not exceed the union-security limitations set forth in Section 8 (a) (3) of the Act.

As the union-security clause is not illegal, we find that the contract constitutes a bar to this proceeding, and we shall therefore dismiss the petition.

Order

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

¹ Charles A. Krause Milling Co., 97 NLRB 536.