new contract, eliminating the unlawful union-security clause[2] and extending the 1950 contract, with certain changes not here pertinent, to September 30, 1954. The Petitioner requested recognition on July 25, 1952, and filed its petition on July 30, 1952.

The Petitioner contends the 1952 contract is a premature extension of the 1950 contract and cannot therefore bar an immediate election.

The Employer and Intervenor assert that the premature extension rule is inapplicable to the 1952 contract because, among other things, the 1950 contract contained an unlawful union-security clause and thus constituted no bar from its inception. As the Petitioner's claim and petition followed the execution of the valid 1952 contract, they contend the latter contract bars the present petition. We agree with the Employer's and Intervenor's contention.

The Board has previously held that the premature extension rule is applicable only if the original agreement was a bar to an election at the time the subsequent agreement was executed. If the original agreement was *not* a bar, the premature extension rule is inapplicable to the subsequent agreement.[3] Here, the 1950 contract was never a bar because of its unlawful union-security clause. The 1952 contract, therefore, was no "premature extension" and, as the Petitioner's claim and petition were untimely with respect to that contract, it constitutes a bar to a present determination of representatives.

Accordingly, we shall order that the petition be dismissed.

Order

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

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[2] In its letter to the Employer on July 11, 1952, the Intervenor stated that for some time counsel had been urging the Intervenor to correct the unlawful union-security clause in the 1950 contract.

[3] *Cushman's Sons, Inc.*, 88 NLRB 121; *The Broderick Company*, 85 NLRB 708.

A. H. BELO CORPORATION *and* RADIO BROADCAST TECHNICIANS, LOCAL UNION 1257, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL, PETITIONER. *Case No. 16–RC–1149. November 10, 1952*

Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before William H. Renkel, Jr., 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 organization involved claims 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:

The Petitioner seeks to represent a unit of the Employer's television technicians. The Employer contends that only a unit that includes both its television and radio technicians is appropriate.

For a number of years, the Employer has operated radio station WFAA–AM in Dallas, Texas. In 1950, it purchased the property and equipment of a television station, now known as WFAA–TV, took over most of this station's operating personnel, and since that time has continued to operate the station as one of its several business enterprises in Dallas.[1] The television and radio stations are about 2½ miles apart.[2] Though each station has its own immediate supervisor, the Employer has placed both stations under the common over-all supervision of its chief engineer. The record discloses that since the Employer's acquisition of station WFAA–TV, there have been at least 19 instances of interchange of technicians between the radio and television stations. In general, although additional training is required to enable the Employer's AM radio technicians to become competent to operate some of the TV equipment, the television technicians as a whole are qualified by training and experience to assist in the radio operations.[3] In view of the common over-all supervision of technical operations, the comparative proximity of the Employer's radio and television stations, the similarity of duties and qualifications of the employees, and the substantial interchange among technicians in the 2 stations, we find that a unit limited to the Employer's television technicians is inappropriate.[4] We shall, therefore, dismiss the petition.

Order

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

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[1] The Employer also owns and operates the Dallas Morning News, a daily newspaper.

[2] The Employer has recently connected these stations with a coaxial cable. Although it intends eventually to bring the two stations under the same roof, the Employer cannot definitely predict when this can be accomplished.

[3] Nineteen of the television technicians have had radio experience.

[4] *Fort Industry Co.*, 88 NLRB 527. See also *Scripps-Howard Radio, Inc.*, 93 NLRB 1095; *Florida Broadcasting Co.*, 93 NLRB 1568; *Radio Station WLAV, WLAV–FM, and WLAV–TV*, 87 NLRB 1570.