

WE WILL bargain collectively upon request with the above-named union as the exclusive representative of all employees in the bargaining unit described herein with respect to rates of pay, hours of employment, or other conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All employees including operators or engineers, linesmen, meter readers, meter installers and testers, and the clerk in the warehouse, employed at our Scott City and Syracuse, Kansas, plants, exclusive of "right of way" purchasers, office clerical employees, professional employees, and supervisors as defined by the Act.

WE WILL offer to all employees who went on strike on or about September 12, 1951, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make them whole for any loss of pay they may have suffered as a result of our refusal to reinstate them upon application. These employees are Clint Clark, Harry V. Messenger, John L. Halfman, Fay Wicker, Alvin Rictor, Floyd Charles Gregory, Ralph Siegrist, and William N. Horlick.

All of our employees are free to become, remain, or to refrain from becoming or remaining members in good standing in NATIONAL UNION OF OPERATING ENGINEERS, LOCAL No. 646, AFL, or any other labor organization, except to the extent that this right may be affected by an agreement in conformity with Section 8 (a) (3) of the Act.

WHEATLAND ELECTRIC COOPERATIVE, INC.,

Employer.

By _____
(Representative) (Title)

Dated _____

This notice must remain posted for 60 days from the date hereof and must not be altered, defaced, or covered by any other material.

ALLIS CHALMERS MANUFACTURING COMPANY (WEST ALLIS PLANT)
and LOCAL 248, INTERNATIONAL UNION, UNITED AUTOMOBILE, AIR-
CRAFT & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, CIO,
PETITIONER. *Case No. 13-RC-2927. February 6, 1953*

Decision and Order

Upon a petition duly filed, a hearing was held before Joseph Cohen, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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

1. Allis Chalmers Manufacturing Company is a Delaware corporation engaged, among other things, in the manufacture of farm equipment, earth moving equipment, road grading equipment, industrial type machinery, and electrical equipment. Its main office is at West Allis, Wisconsin. At the West Allis plant, involved in this proceed-

ing, the Employer is engaged in the manufacture of farm equipment, industrial type heavy equipment, and electrical equipment. It has 10 other plants, 5 of which are engaged mainly in the production of farm equipment. During 1951 the Employer purchased \$25,000,000 worth of goods from outside the State of Wisconsin and sold \$200,000,000 worth of goods to purchasers located outside the State.

The Employer admits, and we find, that it is engaged in commerce within the meaning of the Act.

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

3. The alleged question concerning representation :

The Intervenor, International Brotherhood of Firemen and Oilers, Local 125, AFL, was certified in July 1948 as the exclusive bargaining agent for the Employer's powerhouse employees. The Petitioner seeks to add these employees to its existing production and maintenance unit. The Intervenor contends that its 5-year contract, expiring July 1, 1955, is a bar to this proceeding. Both the Employer and the Intervenor contend that 5-year agreements are the common practice within the farm equipment industry.¹

The Intervenor introduced evidence to show that of the Employer's 11 plants, 9 are covered by 5-year contracts, 5 with the Petitioner's own International, the UAW-CIO. At the West Allis (main) plant, the Employer has 5-year contracts with 5 international unions, affiliated both with the CIO and the AFL, including the Petitioner. The president of the petitioning local himself testified that various locals of the UAW-CIO had 5-year contracts in various plants of International Harvester and Ford Motor Company, both major producers of farm equipment.² In 1951, the U. S. Bureau of Labor Statistics made a selective analysis of contract duration in 188 large agreements, each covering 5,000 employees. Three of the 4 major producers of agricultural machinery had 5-year contracts³ covering some 38,000 employees. As a considerable portion of the industry is covered by contracts of similar term, we do not consider the 5-year term unreasonable.⁴ Accordingly, we shall dismiss the petition.

¹ The Employer would waive the contract as a bar if the Board would require the Petitioner, if it won an election, to abide by the terms of the Intervenor's contract during its term. The Board does not determine the effect to be given a contract under such circumstances in a proceeding of this sort. *Interstate Brick Company*, 91 NLRB 1428.

² The witness was not familiar with the length of the UAW-CIO contracts with other principal farm equipment manufacturers, such as Massey Harris Co., Caterpillar Co., J. I. Case, and John Deere Co., but agreed to furnish this Board with copies of all agreements of the UAW-CIO with the major farm equipment manufacturers. The Petitioner has failed to furnish this data, which, although it might be helpful, is not essential to our determination.

³ International Harvester, Deere & Co., and Allis-Chalmers. The contract terms were inferred from the termination dates of the contract.

⁴ See *General Motors Corporation, Detroit Transmission Division*, 102 NLRB 1140.

Order

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

BENDIX PRODUCTS DIVISION, BENDIX AVIATION CORPORATION and INTERNATIONAL UNION, UNITED PLANT GUARD WORKERS OF AMERICA, AND AMALGAMATED PLANT GUARD LOCAL No. 7, U. P. G. W. A., PETITIONERS. *Case No. 13-RC-3060. February 6, 1953*

Decision and Order

Upon a petition duly filed, a hearing was held before Allen P. Haas, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The motions to dismiss by the Employer and Intervenor, which the hearing officer referred to the Board, are hereby granted, for reasons set forth in paragraph numbered 3, below.

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

1. Bendix Aviation Corporation, a Delaware corporation, is engaged in the manufacture of aircraft fuel systems and landing gear components and automotive brakes, vacuum power devices pertaining to brakes for heavy and passenger vehicles, and automotive power-steering devices and other vehicular motor parts. The Employer does not manufacture complete autos and is not a subsidiary of an automobile manufacturer. It sells brakes to automobile manufacturers¹ and competes with automobile manufacturers who also produce such parts.² It is the sole producer of a vacuum power device for brakes of passenger vehicles, supplying that product to certain automobile manufacturers.³ It sells aircraft components to General Motors Corporation and the U. S. Air Forces. The corporation has five divisions in different parts of the country, including Bendix Aviation Corporation, in South Bend, Indiana, involved herein. The Employer annually purchases and sells over \$1,000,000 worth of goods outside the State of Indiana.

The Employer admits, and we find, that it is engaged in commerce within the meaning of the Act.

¹ Including General Motors Pontiac, Oldsmobile, and Chevrolet Divisions; Ford Motor Company; Nash Motor Company; Packard Motors; Hudson Motor Company; Kaiser-Fraser Motor Company; Willys Motor Company.

² Including General Motors Morraine Division, which manufactures brakes; Chrysler, which manufactures its own brakes; Budd Wheel Company; Kelsey-Hayes; Wagner Electric Company.

³ Packard, Lincoln, and Oldsmobile Division of General Motors.