

3. By causing Respondent Company to discharge Edward Gorski and Raymond Boettcher; to withhold vacation pay from Roger Biesel, John Mayer, and Peter Voeller; and to arbitrarily reduce the working hours of Peter Voeller; because of their failure of refusal to maintain membership in Respondent Union, the Respondent Union caused Respondent Company (an employer) to discriminate in regard to hire or tenure of employment, or other terms or conditions of employment, to encourage or discourage membership in a labor organization; and Respondent Union thereby engaged in unfair labor practices within the meaning of Section 8 (b) (1) (A) and (2) of the Act.

4. By discharging Edward Gorski and Raymond Boettcher, and arbitrarily reducing the working hours of Peter Voeller, because of their failure of refusal to maintain membership in Respondent Union, the Respondent Company engaged in unfair labor practices within the meaning of Section 8 (a) (1) and (3) of the Act.

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

[Recommendations omitted from publication.]

AEOLIAN AMERICAN CORPORATION *and* DISTRICT LODGE
NO. 6, INTERNATIONAL ASSOCIATION OF MACHINISTS,
AFL, Petitioner *and* INDEPENDENT UNION OF PIANO
WORKERS. Case No. 3-RC-1216. August 25, 1953

DECISION AND ORDER

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

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 Farmer and Members Styles and Peterson.]

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

The Employer and the Intervenor assert their current agreement, effective from December 1, 1952, to November 30, 1953, as a bar to this proceeding. The Petitioner contends that the contract is not a bar because it contains an invalid union-security clause.

The contract contains the following:

¹In view of our disposition of this case, we do not pass upon the hearing officer's refusal to admit testimony that all employees were members of the Union at the time the current contract was executed.

FOURTH: Subject to the Labor Management Relations Act of 1947 or any amendments thereto, all employees referred to in this agreement now or hereafter employed during the term of this agreement shall within thirty (30) days following the commencement of such employment be members of the Union in good standing or become and remain members in good standing throughout such employment as a condition of continued employment.

TWENTY-SEVENTH: Any provision contained in this agreement which in any way violates any State or Federal Law or Rule shall be deemed to be inoperative or amended so as to comply with such Law or Rule. The invalidity of any provision or any part thereof shall not affect any other provision valid or the contract as a whole.

This contract does not expressly accord to the old employees who are not members of the union the statutory grace period of 30 days from the effective date of the contract. However, the Intervenor and the Employer have included the same union-security clause in each of their contracts, which have been continuous since 1949.² In view of the continuing contractual requirement of union membership, we find that the 1952 contract is not invalid and that it is a bar to the petition.³ Accordingly, we shall dismiss the petition.⁴

[The Board dismissed the petition.]

² Union-shop authorization had been secured in 1948, in accordance with the requirements of the Act at that time.

³ Kind and Knox Gelatine Company, 104 NLRB 1034; Sylvania Electric Products, Inc., 100 NLRB 357; Josten Engraving Company, 98 NLRB 49; Charles A. Krause Milling Co., 97 NLRB 536.

It is clear that the old employees in the contract were either (1) union members on December 1, 1952, in which case they would not be entitled to the statutory grace period (Krause case, *supra*); or (2) were nonmembers, who had received at least 30 days' grace; or (3) were nonmembers who, having been hired less than 30 days before December 1, 1952, had not yet received 30 days' grace but would be entitled under the 1952 contract to complete their 30-day grace period, beginning with the date of their employment.

Chairman Farmer joins in the finding that the contract is a bar, but finds it unnecessary to determine here whether the contract is for all purposes valid.

⁴ In view of our disposition of this case, it is not necessary to pass on the contention of the Employer and the Intervenor that the savings clause validates the contract.

TREADWELL ENGINEERING COMPANY *and* PATTERN MAKERS LEAGUE OF NORTH AMERICA, EASTON ASSOCIATION, AFL, Petitioner. Case No. 4-RC-2015. August 25, 1953

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 Morris Mogerman, hearing officer. The hearing officer's rulings made