

WESTINGHOUSE ELECTRIC CORPORATION *and* INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, C.I.O., PETITIONER. Case No. 6-RC-1332. October 2, 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 Sidney Lawrence, 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 the case, the Board finds:

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

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

3. The Intervenors, United Electrical, Radio and Machine Workers of America, UE, herein called the UE, and its Local 627, contend that their contract of November 1, 1950, as amended, covering all production and maintenance employees at the Employer's Fairmont, West Virginia, plant, is a bar to a present determination of representatives. The Petitioner contends that the most recent amendment to that contract constitutes a premature extension of the earlier agreement between the parties and hence is not a bar. The Employer takes no position on this issue.

The Employer's Fairmont plant is covered by a nationwide contract between the Employer and the UE which was initially executed on November 1, 1950. That agreement has been extended from year to year, and by its supplement IV was subject to automatic renewal on October 1, 1953, in the absence of 60-day prior notice of a desire to terminate. However, on July 10, 1953, the parties executed supplement V to the basic contract modifying certain of its provisions and extending the termination date to June 30, 1954. On July 30, 1953, the Petitioner by telegram demanded recognition by the Employer as a collective-bargaining representative for the unit herein found appropriate. Thereafter, on August 7, 1953, the Petitioner filed its petition in this proceeding.

The Intervenors contend that as the prior agreement provided that it could be opened for modification after July 1, 1953, supplement V, which was executed before the Petitioner demanded recognition, is not a premature extension of the earlier contract. We cannot agree. The Board's premature extension doctrine is based upon the concept that employees have the right, if they so desire, to change bargaining representatives at reasonably predictable intervals. In the Western Electric case<sup>1</sup> the Board determined that the

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<sup>1</sup> Western Electric Company, Incorporated, 94 NLRB 54

parties to a collective-bargaining agreement may at any time during its term renegotiate or modify any of its provisions without opening up the contract to an otherwise untimely petition. However, there the Board further pointed out that rival union petitions would continue to be timely if appropriately filed in relation to the expiration or automatic renewal date of the original contract. That is a situation which confronts us here. Accordingly, as the Petitioner's bargaining demand was made before the Mill B date of the earlier contract and was followed by a timely petition, neither that contract nor supplement V can bar a present determination of representatives.

4. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act: All production and maintenance employees employed in the glass plant at the Employer's Fairmont works on Hault Road, Fairmont, West Virginia, including group leaders, but excluding office clerical employees, laboratory technicians, guards, professional employees, and all supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

Chairman Farmer took no part in the consideration of the above Decision and Direction of Election.

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WRIGHT MANUFACTURING COMPANY and UNIVERSAL MANUFACTURING COMPANY *and* UNITED STEELWORKERS OF AMERICA, Petitioner. Case No. 21-RC-3073. October 2, 1953

### SUPPLEMENTAL DECISION AND DIRECTION

Pursuant to a Decision and Direction of Election issued by the Board on June 22, 1953,<sup>1</sup> an election by secret ballot was conducted on July 7, 1953, under the direction of the Regional Director for the Twenty-first Region, among the employees of the Employer in the unit found appropriate by the Board. At the close of the election, the parties were furnished a tally of ballots. The tally shows that there were approximately 169 eligible voters and that 136 cast valid ballots, of which 62 were for the Petitioner, 68 for the Intervenor (Sheet Metal Workers International Association, Local 359, AFL), and 6 for no union. In addition, there were 1 void and 16 challenged ballots. The Petitioner filed timely objections to the election.

In accordance with the Board's Rules and Regulations, the Regional Director investigated the objections and the challenges, which were sufficient in number to affect the election results. On August 18, 1953, the Regional Director issued a report on

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<sup>1</sup>Not reported in printed volumes of Board Decisions.