

There has been some interchange of employees between the control plant and the wire and cable plant. Since 1950, there have been no transfers or interchange between the wire and cable and transformer plants. Prior to the reorganization, there had been transfers between the transformer plant and the wire and cable plant in cases of layoff.

In view of the foregoing, and particularly the fact that such collective bargaining as has been engaged in since 1950 between the Employer and the Intervenor with respect to these two plants has been on a joint basis, and that none of the parties herein asserts the propriety of three separate plant units, we are persuaded that a single-multipiant unit of the control and wire and cable plants is appropriate.

We find that the following employees 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 of the Employer at its control plant and wire and cable plant, 1034—66th Avenue, Oakland, California, including combination janitors and watchmen,⁶ but excluding guards, clerical employees, and supervisors as defined in the Act.

Order

IT IS HEREBY ORDERED that the Order of the Board dated May 16, 1952, in this matter be, and it hereby is, vacated and set aside.

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

MEMBERS MURDOCK and PETERSON took no part in the consideration of the above Supplemental Decision, Order, and Direction of Election.

⁶ All parties agree that these employees should be included in the unit.

GREAT ATLANTIC & PACIFIC TEA COMPANY (NATIONAL BAKERY DIVISION) and THOMAS J. GAFFNEY and JOHN T. RAFTER, PETITIONERS and LOCAL 484, BAKERY & CONFECTIONARY WORKERS INTERNATIONAL UNION OF AMERICA, AFL. *Case No. 2-UD-5. October 14, 1952*

Decision and Direction of Election

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

⁷ 100 NLRB No. 251.

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. In October 1951 the Employer and the Union entered into a 2-year collective bargaining contract which contains a union-security provision. The petition in this case was filed on November 1, 1951, and seeks an election to rescind the Union's authority to make a union-security agreement.

The Employer and the Union contend that the contract is a bar to this proceeding. However, Section 9 (e) (1) of the Act specifically contemplates the filing of a union-shop deauthorization petition by employees ". . . covered by an agreement . . . made pursuant to section 8 (a) (3). . . ." It is clear, therefore, that the normal contract-bar principles established by the Board cannot be applied to union-shop deauthorization cases¹ and we find the contract in this case no bar to the present proceeding.

We find that the petition in this case has been properly filed and complies in all respects with the provisions of Section 9 (e) of the amended Act.

4. All full-time production and maintenance employees and sanitation and shipping employees at the Employer's bakery located at 141st Street and Southern Boulevard, Bronx, New York, excluding all warehouse employees, office and clerical employees, casual seasonal employees, professional and technical employees, part-time employees, watchmen and guards, and supervisors as defined in the Act, constitute a unit appropriate for the purposes of an election under Section 9 (e) (1) of the Act.

5. The Union contends that, even if an election is now directed and an affirmative deauthorization vote is cast, the effect of a deauthorization vote should nevertheless only be prospective, and the existing union-security agreement should be held effective for the remainder of its term, which does not expire until October 1953. We must reject this contention, which would postpone for a year any consummation of the employees' expressed desires. And we do not believe that Congress intended the expression of those desires, whether affirmative or negative, to be postponed until the agreement has run its course. As we see it, the union-security clause was valid subject to a condition subsequent.

¹ Compare *Utah Wholesale Grocery Co., et al.*, 79 NLRB 1435, where the Board held that contract-bar rules did not apply to petitions for the recently eliminated union-shop authorization elections.

By the 1951 amendments to the Act,² Congress eliminated the requirement for a mandatory union-shop authorization procedure, but provided that the allowable type of union-security clause could be included in a collective bargaining agreement,

. . . unless following an election held as provided in section 9 (e) within one year preceding the effective date of such agreement, the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to rescind the authority of such labor organization to make such an agreement. . . .³

Section 9 (e) (1), as amended, provides:

(1) Upon the filing with the Board, by 30 per centum or more of the employees in a bargaining unit covered by an agreement between their employer and a labor organization made pursuant to section 8 (a) (3), of a petition alleging they desire that such authority be rescinded, the Board shall take a secret ballot of the employees in such unit and certify the results thereof to such labor organization and to the employer.

A majority of the Board is satisfied that the amended Act does not specifically provide what effect an affirmative deauthorization vote should have on an existing union-security agreement. The proviso in Section 8 (a) (3) sets forth the conditions which must be satisfied before a union-security agreement may be validly executed, and Section 9 (e) (1) outlines the necessary procedures for holding the deauthorization election. Contrary to the contention in the dissenting opinion, the simple fact is that in neither section has Congress dealt with the question of the validity of a union-security agreement once employees have voted to rescind the contracting union's authority. Nor is an answer to this question to be found elsewhere in the express provisions of the Act. Under these circumstances we consider it not only appropriate, but necessary, to examine the legislative history of the 1951 amendments in order to ascertain the intent of Congress on this question.⁴

² Public Law 189, 82d Congress, 1st Session, approved October 22, 1951.

³ Section 8 (a) (3) (ii). Additional conditions provided by the amended Act are that the labor organization must be the legally constituted bargaining representative and in compliance with the filing requirements of Section 9 (f), (g), and (h).

⁴ The line of cases illustrated by the now ancient *Caminetti* decision, cited in the dissent, are therefore inapposite. Furthermore, more recent decisions of the Supreme Court emphasize that the basic principle of statutory construction is to discover the intent of the legislative body. These decisions evidence much greater liberality in resorting to legislative history and the policy of the legislation as a whole in order to ascertain and enforce the legislative will. See *United States, et al. v. American Trucking Association, Inc., et al.*, 310 U. S. 534; *United States, et al. v. Champlin Refining Co.*, 341 U. S. 290.

The Senate and House Committees used substantially the same language in reporting the amendments:⁵

While discontinuing the mandatory election procedure which has proved expensive, burdensome, and unnecessary, *the bill continues to safeguard employees against subjection to union shop agreements which a majority disapproves. . . .* (Emphasis supplied.)

After 1947, and before the 1951 amendments, employees *were* "safeguarded" against "subjection to union-shop agreements which a majority disapproves," for they first had to vote affirmatively to subject themselves to such agreements. If a majority voted against granting the necessary authority to their bargaining representative, no union-security agreement could validly have been made. The amendment, Congress says, "continues" this safeguard. This can only mean one thing—that Congress, by the amendments, preserved the right of employees to be free, as they were before, of compulsory union membership if a majority of them so desired. That fundamental protection was accorded employees under the amended procedure by providing a method, negative instead of affirmative, and subsequent instead of precedent, for determining their desires. Thus Congress, by the 1951 amendments, accomplished its purpose of eliminating the prior costly authorization elections but retaining the earlier safeguard. This was done by giving labor organizations a presumptive authority to enter into union-shop agreements and at the same time providing an escape for any unwilling majority covered by such an agreement, through the opportunity afforded by Section 9 (e) (1) for an affirmative deauthorization vote. Only by holding that an affirmative deauthorization vote immediately relieves employees of the obligations imposed by an existing union-security agreement can this Board give effect to the basic congressional objective, unchanged by amendments directed solely at procedural relief, of not imposing a union-security agreement upon an unwilling majority.

To adopt the view urged, with so much underscoring, in the dissenting opinion would be to ascribe to Congress an intention to deprive a possibly unwilling majority for a substantial period of time—in this case, as long as 2 years altogether—of the protection they enjoyed before the amendments.⁶ We cannot justify so long a postponement of the fruits of balloting. We, too, recognize the possible unstabilizing effect of voiding the union-security portion of a contract

⁵ 82d Congress, First Session, Senate Report No. 646 (August 16, 1951), and House Report No. 1082 (October 1, 1951).

⁶ The Board's established policy is to hold collective bargaining agreements of 2-year duration, or even longer where the custom in the industry warrants it, effective for contract-bar purposes. *Association of Motion Picture Producers, Inc., et al.*, 88 NLRB 521; *California Walnut Growers Association*, 77 NLRB 756.

in mid-term. But the Board's function here is to construe the policy of Congress as made, not to remake it. We believe our construction of the amendments to be more consistent with the evident congressional purpose than would be the continued imposition of a union-shop on employees against their recently expressed will.⁷ Had Congress in fact intended that union-security provisions should remain fully operative for a contract term despite an affirmative vote of employees rescinding the union's authority to negotiate such an agreement, it would have been simple enough to have provided by the legislation that the rescission applied only to extensions or renewals of such agreements. This was not done.

We disagree with the suggestion of our colleagues that the result we reach accords less protection to union-security agreements than they had before the 1951 amendments. In enacting those amendments, Congress was aware of the Board's experience that in more than 90 percent of the union-shop authorization elections conducted after 1947 employees granted the necessary authority to their bargaining representative. Congress therefore could assume, in accord with demonstrated reality, that in the vast majority of cases employee sentiment would continue in favor of the union shop for its entire term. Our experience thus far has not proved otherwise. In that small percentage of cases in which, before the amendments, the employees rejected union security, no such agreement could validly have come into existence in the first place. Surely it cannot be said that that which was never given is now being taken away, or even diminished. All that this decision does is to permit employees in these relatively few cases to escape the compulsion of a union-security agreement to which, under the old procedure, they could never have been subjected. Nothing in the 1951 amendments suggests that Congress intended to impose upon these employees, against their expressed will, a union-security agreement for any period of time after they had declared their desires.

Nor are we impressed with the argument of our dissenting colleagues that, under the construction here adopted, the union-security clause in an agreement would necessarily be unprotected for any period of time against a minority request for a deauthorization election. That is the procedure Congress made available, when it eliminated the prior authorization election, to assure escape from a union-security agreement in those instances where the majority opposed it. Our decision is founded on the assumption that, as the employees concerned

⁷ We see no basis for assuming, as does the dissenting opinion, that the Board will again be burdened with the expensive and normally unnecessary elections which the 1951 amendments were designed to eliminate. In the 10 months that followed the 1951 amendments, only 15 union deauthorization petitions were filed in the entire United States.

have never affirmatively authorized a union-security provision, the contracting union has such authority upon a conditional basis only. Any disturbing factors which may possibly arise as the result of our direction of election here are only those which, under our construction of the 1951 amendments, the parties might reasonably have expected to result from the presence of the reserved statutory right to rescind the Union's authority to insert a union-security clause in an agreement, the other provisions of which would in any event remain intact.

A deauthorization election must be, and is, directed in accordance with the requirements of the 1951 amendments to the Act.

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

MEMBERS MURDOCK and STYLES, dissenting:

The petition in this case was filed after the Employer and the Union had orally agreed to a contract containing a lawful union-security provision and a few days before the written document incorporating that agreement was formally executed. There is no question, as our colleagues admit, that this contract was complete and legal in every respect at the time the petition was filed. Nonetheless, the petition seeks, and our colleagues grant, an immediate election to determine whether the union-security provisions of that contract shall be *immediately revoked* despite the 2-year term of the agreement. Such an election, in our opinion, is barred by both the law and the merits of this case. As the majority opinion departs from the terms of the statute and its mandate and seems to be based, instead, on our colleagues' concept of what the Act might have stated or should have stated, we are forced to dissent.

The only issue in this case is what the Act, on which all powers of this Board are based, authorizes and directs this agency to do with regard to union-security elections and the effect of such elections. That authorization and direction is clear and unmistakable, and is contained, in full, in Section 8 (a) (3) and Section 9 (e) (1) of the Act. Section 8 (a) (3) states that "*nothing* in this Act, or in any other statute of the United States" shall preclude the making of a limited union-security contract if three conditions are met. These conditions are, in short, that the union be the representative of an appropriate unit; that the union comply with the filing provisions of the Act; and that no election to "*rescind the authority* of such labor organization *to make such an agreement*" shall have been held "within one year *preceding* the effective date" of the contract. Section 9 (e) (1) simply provides that the employees in a unit *covered* by such a union-security contract may petition for an

election as to whether *the authority to make* such an agreement shall be revoked.⁸

Applying these sections to the facts before us, it is not contested that the Union herein had, at the time of the execution of the contract, full statutory authorization to make such an agreement. The Union was in compliance; it was the representative of an appropriate unit; and its authority to make such an agreement had not been revoked in the year *preceding* the contract's execution. When Section 8 (a) (3) specifically provides that "*nothing in this Act*" would prevent such a contract from being valid, there is only one reasonable conclusion to draw and that is that Congress expected and directed that such a contract would be an *effective* agreement not subject to sudden extinction during its term.

Section 9 (e) (1), under which the instant petition is filed, provides in explicit terms for elections for a limited purpose only. That purpose, as stated unambiguously in the Act, is to determine whether or not a union's *authority to bargain* for union-security provisions shall be withdrawn. The Act thus specifically provides that while a union-security contract must be in existence at the time of an election under this section, the election itself will only determine the right to bargain for such contracts. The inevitable conclusion to be drawn is that once such a union shop has been established, it may not continue indefinitely without challenge, for, during its life, the authority to negotiate future extensions of union-security may be withdrawn.⁹ To repeat, the purpose of elections under Section 9 (e) (1) as set forth clearly in the Act, is not to determine whether *a contract shall be revoked* but whether certain *authority to bargain* shall be withdrawn. *There is not one word in the statute, as indeed the majority concedes, to indicate or even suggest that such an election is on the question of voiding an existing union-security contract.*

Admitting this, our colleagues of the majority turn to a novel contention. Congress, they say, did not deal in the statute with the "question of the validity of a union-security agreement once employees have voted to *rescind the contracting union's authority.*" (Emphasis supplied.) Accordingly, because Congress chose to omit anything on the subject, limiting itself to providing rescission of authority to bargain following a deauthorization vote, they say they may proceed to determine what effect the deauthorization vote should have on existing contracts after searching the legislative history.

⁸ Section 9 (e) (1) uses the phrase "such authority" without other identifying language. It is obvious, however, that this can refer only to "the authority of such labor organization to make such an agreement" as spelled out in Section 8 (a) (3).

⁹ Our colleagues assert that Congress would have "provided by the legislation that the rescission applied only to extensions or renewals of such agreements" if it intended this result. That, of course, is precisely what Congress did by using the terminology noted in Sections 8 (a) (3) and 9 (e) (1).

This procedure is contrary to two canons of statutory construction and amounts in our view to legislating where Congress deliberately did not. Thus it violates the legal maxim *expressio unius est exclusio alterius*, which means that where the legislative body has expressly spoken with respect to one thing (here the withdrawal of authority to enter into contracts), the omission to speak concerning other things (here invalidation of existing contracts) gives rise to the inference that the omissions were intended by the legislative body.¹⁰ Resort to legislative history in an effort to avoid the plain language of the statute which accords a deauthorization election only an effect on authority to enter into contracts, also runs counter to another well-established rule of statutory construction stated in *Caminetti v. U. S.*, 242 U. S. 470, 490, where the Supreme Court said :

. . . it has been so often affirmed as to become a recognized rule, *when words are free from doubt, they must be taken as the final expression of the legislative intent, and are not to be added to or subtracted from by considerations drawn from titles or designating names or reports accompanying their introductions or from any extraneous source. In other words, the language being plain, and not leading to absurd or wholly impracticable consequences, it is the sole evidence of the ultimate legislative intent.*¹¹ (Emphasis supplied.)

However, even if it is deemed appropriate to turn to the legislative history under present circumstances, the sparse history of the sections in question offers no refuge for proponents of the theory set forth in the majority opinion. The sole bit of such legislative history available (of which the majority quotes one sentence out of context) not only fails to substantiate any intent to invalidate existing contracts, but, on the contrary, fully supports the plain language of Sections 8 (a) (3) and 9 (e) (1). The full quotation is as follows:

While discontinuing the mandatory election procedure which has proved expensive, and unnecessary, the bill continues to safeguard employees against subjection to union-shop agreements which a majority disapproves. *To accomplish this* it is provided that *the Board shall conduct elections* on the petition of 30 percent

¹⁰ Sutherland, *Statutory Construction* (3rd Ed), Section 4915. "As the maxim is applied to statutory interpretation, where a form of conduct, the manner of its performance and operation, and the persons and things to which it refers are affirmatively or negatively designated, there is an inference that all omissions are intended by the legislature." (Emphasis supplied.)

¹¹ The majority choose to characterize this case as the "now ancient *Caminetti* decision" and "inapposite," referring to *U. S. v. American Trucking Association*, 310 U. S. 534, as an example of more recent decisions permitting greater liberality in the use of legislative history. In their zeal to brush aside the *Caminetti* case as obsolete, the majority have apparently failed to note that the *American Trucking* decision cites with approval the *Caminetti* case.

or more of the employees in a bargaining unit *to determine whether the union's authority to enter into a union-shop arrangement shall be rescinded.* (Emphasis supplied.)

Again it is patent that all the Congress contemplated in establishing elections under Section 9 (e) (1) was the holding of referenda on the issue as to whether *authority to bargain* should be withdrawn. Again there is no mention, no hint, no indication of revocation of contracts in mid-term. If, indeed, Congress had intended that such elections should void existing contracts, it is reasonable to assume that it would not have spoken as it did but would have simply stated flatly that such would be the result of the elections. What Congress did intend, Congress stated without qualification or ambiguity and that statement is in clear contradiction to the interpretation assumed by our colleagues.

Nor can it be said, on any defensible legal ground, that immediate revocation of a union-shop contract is the type of "safeguard" noted in the first sentence of the committee report. The Labor-Management Relations Act of 1947 set up two such "safeguards" in amending the Wagner Act. These, of course, consisted of referenda to grant a labor organization *authority to bargain* for a union shop and referenda to rescind such *authority to bargain*, once granted. In the 1951 amendments, Congress determined that the first of these was no longer necessary but retained the second in almost precisely the same wording as previously incorporated in the Act. This is the "safeguard" referred to by the committee report, and not any newly created election to void or revoke an existing contract. Inasmuch as Congress explicitly retained only the elections to revoke bargaining authority, there is no basis, legal or otherwise, for this Board now to assert that any additional result was intended for such elections.

The majority finally resorts to the assumption that "Only by holding that an affirmative deauthorization vote immediately relieves employees of the obligations imposed by an existing union-security agreement can this Board give effect to the basic congressional purpose, unchanged by amendments directed solely at procedural relief, of not imposing a union-security agreement upon an unwilling majority." We challenge both the legality and necessity of such an assumption. It presupposes the desirability of a method which was neither passed upon nor provided for by the Congress whose basic purpose it purports to follow. It supplies a punitive result for which there is neither statutory nor legislative sanction. In the absence of any congressional mandate to this Board to impose such measures, and there is none, we note the serious practical consequence of such a step—consequences which make it extremely unlikely that Congress would desire this par-

ticular implementation (if the Board was empowered to add one) of what the majority considers to be the basic purpose of that body.

First, it is obvious that the majority decision will critically injure the stability of bargaining relationships in this country. Union-security provisions, like any other thing of value, are not adopted in collective bargaining negotiations without sacrifice of other gains by the union. Yet the majority would allow union-security clauses to be nullified at any time while leaving the remainder of the contract intact. That such a decision plays havoc with the often delicate balancing of interests encompassed in such agreements is beyond question. It is not a course of action in harmony with the expressed desire of Congress, stated elsewhere in the Act, that contracts fairly negotiated in the give-and-take of collective bargaining be protected from modifications and revisions not mutually acceptable to the contracting parties.¹² It is in direct opposition to the same fundamental concept of stability established by the Board's "contract bar" rule wherein we have determined that a bargaining agent with a valid contract should not be displaced at each transient fluctuation of the majority of employees during the contract term. It does violence to these principles and it opens the lid of a veritable Pandora's box of evils.¹³

Secondly, the majority decision seriously and unnecessarily endangers the rights of both employees and unions. It is clear that the decision strips a valuable property right, for so contracts and the privileges granted therein have consistently been regarded, from the contracting union. It further allows a temporary majority to encroach upon the rights of a minority by revoking part of a valid contract while leaving the remainder in effect. Once a contract is so mutilated the union cannot compel further bargaining to again balance the interests of all parties, for Section 8 (d) precludes this.¹⁴ If a majority is to be given this hitherto unknown power to rescind parts of an agreement in mid-term, then the entire contract, for equity to be done, should be set aside and the parties returned to the *status quo* existing prior to the agreement. Harsh as such a ruling would be, it would not, at least, leave a lopsided, unbalanced, and partially revoked document to remain as a barrier to a fair expression of agreement.

¹² See footnote 12, *supra*.

¹³ Section 8 (d) of the Act states, in part, that the duties to bargain collectively enumerated in the statute "shall not be construed as requiring either party to discuss or agree to any modification of the terms and conditions contained in a contract for a fixed period, if such modification is to become effective before such terms and conditions can be reopened under the provisions of the contract."

¹⁴ It takes little imagination and only small understanding of the realities of labor-management relationships and collective bargaining to conceive of the various means by which dissident minorities, combinations of intraunion forces, or antiunion adherents could use the tactical advantage of continuous vulnerability of such a contract to disrupt the bargaining unit and the bargaining representative.

Nor is it any valid answer to state, as our colleagues do, that it is Congress which has dictated this disruption of collective bargaining relationships. The majority cites, and can cite, no expressed opinion of Congress to support such a position. We have noted at length that the instant decision is without the authorization of the statute. Indeed, the latest action of Congress has been to liberalize the opportunity of labor organizations to enter into union-security agreements, an action hardly in accord with the assumed and unexpressed fears of that body which the majority summons as supporting the drastic action which it takes.

Our colleagues finally contend that, in any event, "All that this decision does is to permit employees in these relatively few cases to escape the compulsion of a union-security agreement to which, under the old procedure, they could never have been subjected." Such a position misconceives both the law and the realities. Among other things, it makes the unsubstantiated assumption that a majority during the passage of several years consistently and universally either supports or does not support any proposition. The reasons cited by Congress for deleting the earlier requirement of union-shop authorization elections stressed the overwhelming evidence that such elections were useless, burdensome, and expensive. This evidence, including that submitted by the Board, showed conclusively that employees would, almost without exception, grant their elected representative authority to bargain for a union shop. However, *in every such election for union security conducted by the Board there was a minority vote against the union shop.*¹⁵ Under the original Taft-Hartley Act provision, despite the existence of this minority, the authority to make union-shop contracts was protected for a year from the date of the authorization election and the ensuing contract itself was invulnerable for at least that period of time.¹⁶ Yet the majority decision, notwithstanding the fact that Congress was intent upon liberalizing the procedures, holds that under the amendments such a contract is not protected for *any period of time* against a minority request for an election to destroy the provision. As noted previously, all units for which a union-shop is or has been proposed, contain a minority of varying size which is opposed to such provisions. Under our colleagues' decision, any union-security con-

¹⁵ The Board's statistical totals noted in its Sixteenth Annual Report (p 301) show that, at the time of the 1951 amendments to the Act, the percentage of employees eligible to vote who cast their ballots for union-shop authorizations had declined to 71.5 percent.

¹⁶ This was true, even under the majority view of the effect of such elections on contracts, because of the general prohibition in the Act against holding an election within 12 months of a prior election. And if the parties negotiated a union-security provision subject to holding a UA referendum, once the election had been held the provision was then invulnerable to attack for 1 full year from the date of the election. In our opinion, of course, it would have been invulnerable to attack then as now during the full term of a contract for a reasonable period.

tract is now vulnerable, at any time, to attack by such a minority. Union-security deauthorization elections, under these conditions, may well become as expensive, burdensome, and useless a process as that which Congress clearly intended to discontinue in 1951.¹⁷ The majority cite nothing to warrant the conclusion that Congress intended to give union-security contracts *less* protection than they were formerly accorded. On the contrary, it would seem only reasonable that Congress, when it granted authority to unions to enter into such agreements, realized the time, energy, and sacrifice involved in their negotiation and assumed that they would be protected for a reasonable time to allow all parties time to assess their worth.

The term of the contract entered into by the Union and the Employer herein appears to be a reasonable period within which to gain such experience and to conclude whether or not a union shop was beneficial or detrimental to all parties concerned. The contract should therefore constitute a bar, as all other valid contracts do under Board decisions, to an election during its term.¹⁸ Accordingly, as the Act clearly authorizes only the holding of referenda to determine whether or not authority to negotiate a new union-security contract shall be withdrawn from the Union, not whether or not a contract should be nullified, we would dismiss the instant petition without prejudice to refile near the close of the current agreement.

¹⁷ As noted in footnote 15, *supra*, it is obvious from the Board's statistics that there are many instances in which 30 percent of the bargaining unit may be persuaded, for one reason or another, to petition for a deauthorization election. The mere fact that only a few such petitions have been received since the 1951 amendments has little or no significance, for the public has not known until this present decision of our colleagues that the Board would expand the clear language of the statute to authorize revocations of contracts rather than bargaining authority.

¹⁸ Such a petition could be entertained during the last few months of the expiring contract and before negotiations for a new contract commenced. Inasmuch as the current contract is for a term of 2 years from October 5, 1951, an election held now would be meaningless because even though the Union lost its authority to negotiate a new union-security agreement, it would be reinvested with such authority under the terms of Section 8 (a) (3) by mere lapse of time before the occasion would arise for negotiating a succeeding agreement.

CENTRAL MERCEDITA, INC. and UNION DE TRABAJADORES DE OBRA, DEPOSITO Y TRANSPORTACION DE CENTRAL MERCEDITA, INDEPENDENT, PETITIONER. *Case No. 24-RC-347. October 14, 1952*

Supplemental Decision and Order Amending Decision and Direction of Elections

The National Labor Relations Board (hereinafter called the Board) issued its Decision and Direction of Elections in the above-entitled matter on September 18, 1952. The Board found therein that the