

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only the holding of referenda to determine whether or not authority to negotiate a new union-security contract shall be withdrawn from the Union, not whether or not a contract should be nullified, we would dismiss the instant petition without prejudice to refile near the close of the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

employees which the Petitioner seeks to represent constitute a residual production and maintenance unit properly subject to establishment as a separate unit. The Board ruled, however, that a portion of the employees the Petitioner seeks could alternatively be added to an established unit of the Employer's employees by Union Independiente Trafico, Vias y Obras y Depto. Electrico (hereinafter called Intervenor), an Intervenor in the proceeding at the hearing, which sought the addition of such portion of employees to the unit it already represented. In light of this determination, the Board established two voting groups for the purposes of the elections ordered; the groups were designated "Group 1" and "Group 2." "Group 1" consisted of those employees who may be represented by either the Petitioner or the Intervenor. Since the issuance of the aforesaid Decision and Direction of Elections, the Intervenor has withdrawn from this proceeding for all purposes, including the right to participate in the election to be held herein on October 16, 1952. In view of the foregoing:

IT IS HEREBY ORDERED that the Board's Decision and Direction of Elections of September 18, 1952, be, and it hereby is, amended as follows:

(1) The "S" shall be deleted from the word "Elections" appearing in the title thereof.

(2) The last sentence of the fifth paragraph, appearing on page 1169 of the Decision and commencing "The latter union . . ." shall be deleted. In the place and stead of this sentence there shall be inserted the following sentence:

Amalgamated has made no showing of interest among these employees, and Vias y Obras has, since the date of the hearing herein, disclaimed any interest in the employees herein and withdrawn from this proceeding for all purposes, thus precluding effective consideration of either intervenor as representative of any of the employees here involved.

(3) That portion of the Decision and Direction of Elections commencing with the paragraph on page 1170, which opens, "However, since the garage department employees . . ." to the end of the Direction of Elections shall be deleted. In the place and stead of this deleted portion there shall be inserted the following:

Upon the foregoing we find that the following employees constitute a unit appropriate for collective bargaining within the meaning of Section 9 (b) of the Act:

All production and maintenance employees of the Company's garage and warehouse departments and all those employees of the Company engaged in the maintenance and repair of company-

owned dwellings, but excluding all other employees of the Employer, the carpenter foremen, draftsmen, land surveyors, "measurers," contractors, warehouse foremen, the four confidential clerks at the warehouse, office clericals, administrative, executive, and professional personnel, watchmen, foremen, guards, and supervisors as defined in the Act.⁶

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

MEMBERS HOUSTON and STYLES took no part in the consideration of the above Supplemental Decision and Order Amending Decision and Direction of Election.

⁶ The exclusions were stipulated by the parties at the hearing.

CENTR-O-CAST & ENGINEERING COMPANY, PETITIONER *and* LOCAL NO. 985, INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, (UAW-CIO).
Case No. 7-RM-98. October 15, 1952

Decision and Order

Upon a petition duly filed, a hearing was held before Cecil Pearl, 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. The Employer is engaged in commerce within the meaning of the National Labor Relations 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:

On June 18, 1951, following a consent election, the Union was designated by the Regional Director as having been selected by the employees as their exclusive bargaining representative. On June 6, 1952, less than 1 year after the Regional Director's certification, the Employer filed the instant petition. However, the Regional Director did not process the petition until after the expiration of the certification year.

It is a basic principle in Board law that, as stated by the Supreme Court, "... a bargaining relationship once rightfully established