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

must be permitted to exist and function for a reasonable period in which it can be given a fair chance to succeed." [1] A Board certification has thus been held to identify the statutory bargaining agent with certainty and finality, free from challenge as to its majority status, for a period of 1 year,[2] absent unusual circumstances.[3] This minimum period during which the employer, upon proper request, is obligated under the Act to bargain in good faith with the certified union is, we reaffirm, fair and reasonable. By thus substantially foreclosing any question of representation and clearly defining the duty of the employer during the 1-year certification period, the Board has achieved the dual purpose of encouraging the execution of a collective bargaining contract and enhancing the stability of industrial relations.[4] No contract was executed in this case.

In consonance with the policy of affording the employer and the certified union full opportunity of arriving at an agreement within the certification year, petitions filed before the twelfth month of such year have been dismissed by the Board as having an intrusive and disturbing effect upon the bargaining efforts of these parties for the remainder of the certification period.[5] But employee and decertification petitions (RC and RD) filed in the final month of the certification year were, in accordance with an administrative rule of the Board, not dismissed but merely docketed by the Regional Director and allowed to remain on filed unprocessed until the full year had expired.[6] However, in the case of an employer petition, such as this, to permit the employer the same right as other petitioners to file before the end of the certification year would, in our opinion, encourage action on its part wholly incompatible and inconsistent with its statutory obligation to bargain in good faith for the full minimum period of 1 year following Board certification.

Aside from this, we have reconsidered the Board administrative rule of holding, in inactive status, petitions filed in the twelfth month of a certification year. Henceforth, we shall dispense with this rule and dismiss all three types of petitions when filed at such time. For we believe that the mere retention on file of such petitions, although unprocessed, cannot but detract from the full import of a Board certification, which should be permitted to run its complete 1-year course before any question of the representative status of the certified union

[1] *Franks Bros Co.* v *N. L R. B*, 321 U S 702, 705

[2] See e g., *N L. R. B.* v. *Botany Worsted Mills*, 133 F 2d 876 (C A 3), enfg 41 NLRB 218; *N. L R B.* v. *Prudential Insurance Company of America*, 154 F. 2d 385 (C A 6), enfg. 56 NLRB 1849; *Kimberly-Clark Corporation*, 61 NLRB 90 *Lift Trucks Inc.*, 75 NLRB 998; *Southern Industry Co*, 78 NLRB 425; *The Belden Brick Co*, 83 NLRB 465.

[3] E. g., *Swift & Company*, 94 NLRB 917 (involving a schism issue during the certification year).

[4] See *Kimberly-Clark Corporation*, supra.

[5] E. g., *Zenith Radio Corporation*, 95 NLRB 1156.

[6] E. g., *Central Truck Lines, Inc.*, 98 NLRB 374, cf. *Reedley Ice Company*, 85 NLRB 1205.

is given formal cognizance by the Board. Accordingly, we shall dismiss the Employer's petition herein, because it was filed before the expiration of the certification year.[7]

Order

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

CHAIRMAN HERZOG took no part in the consideration of the above Decision and Order.

[7] Prior decisions of the Board, including those cited in footnote 6, above, to the extent that they are inconsistent herewith, are hereby overruled.

MACON KRAFT COMPANY[1] *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, LODGE NO. 1034, A. F. OF L., PETITIONER

MACON KRAFT COMPANY *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, LODGE NO. 1034, A. F. OF L., PETITIONER

MACON KRAFT COMPANY *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, LODGE NO. 1034, A. F. OF L., PETITIONER. *Cases Nos. 10–RC–1975, 10–RC–1976, and 10–RC–1977. October 15, 1952*

Decision, Order, and Direction of Elections

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

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 [Members Houston, 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 certain employees of the Employer.

3. A 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.

4. The production and maintenance unit at the Employer's container board plant is represented jointly by the International

[1] The Mead Corporation and the Inland Container Corporation, d/b/a Macon Kraft Company, is a partnership.