Appendix

I. GROSS BACK PAY COMPUTATION

1948:	Average Hours Reg.	Average Hours OT	Rate	Gross	Quarterly Total
Ambassador Venetian Blind Co:					
10/27-11/16	[1] 70 5	------	$1 125	$79 31	
11/17-11/30	70	------	1.175	82 25	$353 91
12/1-12/31	164 3	------	-------	192 35	
1949:					
1/1-1/31	136 5	------	--------	160 39	
2/1-2/28	131 2	------	--------	154.16	477 24
3/1-3/31	132 8	------	1 225	162 69	
4/1-4/30	171	------	--------	209.48	
5/1-5/31	147	------	--------	180 08	589.24
6/1-6/30	163	------	--------	199 68	
7/1-7/31	156 6	------	--------	191 84	
8/1-8/31	151	------	--------	184 97	591.80
9/1-9/30	175 5	------	--------	214 99	
10/1-10/24	105 3	------	--------	129.00	
Consolidated Interiors, Inc:					593 80
10/25-11/30	[2] 210 3	11	--------	257 69	
12/1-12/31	153 25	8 9	--------	207 11	
1950.					
1/1-1/31	150 7	------	1 225	187 57	
2/1-2/28	125 4	------	--------	156 08	517.64
3/1-3/31	141	------	--------	173 99	
4/1-4/8	36 3	------	--------	44 83	44 83
Total					3,168.46

[1] Employees: Beatrice De Weese, Minnie Freeze, Katherine Irvin, Meta Possin, Pauline Real, Jean Sheppard, Bonita Walden San Fillipo, Kathleen Zeppa, June White (did not later transfer to Consolidated Interiors)

[2] Beatrice De Weese, Minnie Freeze, Katherine Irvin, Meta Possin, Pauline Real, Jean Sheppard, Bonita Walden San Fillipo, Kathleen Zeppa, Kathryn Walberg (had worked for Ambassador Venetian Blind Co until October 1948)

II. INTERIM EARNINGS

Mrs. Irene Hamilton, 6090 Arlington, Richmond, California

September 1949	$40.00
October 1949	25.00
November 1949	25.00
December 1949	80.00
January 1950	20.00
February 1950	25.00
March 1950	25.00
April 1950	60.00

NEW JERSEY PORCELAIN COMPANY, PETITIONER *and* INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, CIO

NEW JERSEY PORCELAIN COMPANY *and* INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, CIO. *Cases Nos. 4-RM-161 and 4-RC-2486. November 4, 1954*

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 Alan Zurlnick, 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 Act.

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

3. United Electrical, Radio and Machine Workers of America (UE) and UE Local 409, the Intervenors, herein called UE, contend that they have an existing contract with the Employer which bars this proceeding. The Employer and the Petitioner contend that the contract is no bar. On August 21, 1953, the UE and the Employer executed a contract to be effective until August 21, 1954. One section of this agreement provided that the contract "shall continue and remain in effect until August 21, 1954, and will continue in force thereafter unless and until either party hereto shall give the other party sixty (60) days written notice of intention to terminate." Another section following the section noted above provided that the contract "shall be considered as automatically extended from year to year on the expiration thereof, unless sixty (60) days notice is given by one party, to the other of intention to *modify*, alter or revoke the same." On June 9, 1954, the UE served a written notice upon the Employer that it wished to *modify* the contract. On August 20, 1954, after negotiations between the UE and the Employer, the contract was extended to September 3, 1954. Thereafter, on September 3, 1954, the contract was again extended to November 1, 1954, or until the Board certifies the bargaining agent. On August 23, 1954, the Employer filed its petition. The IUE filed its petition on September 8, 1954.

On these facts, we conclude that the petitions are not barred by reason of the August 1953 contract. It is clear that, under the express notice provision with respect to modification, the request to modify the contract forestalled the automatic renewal thereof.[1] As a result, the contract in absence of a notice of termination [2] became on August 21, 1954, a contract of indefinite duration which, following immediately upon a contract having a fixed term, does not bar a representation proceeding.[3]

Nor do the subsequent extensions of the original contract in this case constitute a bar. It appears that both extensions bear definite expiration dates. Accordingly, we interpret these extensions as modifying the termination clause of the basic contract to eliminate the automatic renewal provision therein.[4] Under the circumstances, the con-

[1] *Castle Dome Copper Company*, 80 NLRB 1, p 2.

[2] The Intervenor contends that there has been no notice of termination. The Employer argues that the request to modify also constitutes a notice of termination. We find it unnecessary to determine the issue

[3] *The Fuller Automobile Company*, 88 NLRB 1452, p. 1453.

[4] *Lewis Engineering & Manufacturing Company*, 100 NLRB 1353, p. 1355.

tract as extended is not a bar to a petition filed within a reasonable time before the expiration date.[5]

4. The parties stipulate and we find that 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 at the Employer's Trenton, New Jersey, plant, excluding all office clerical employees, guards, watchmen, professional employees, and all supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

[5] *The Pure Oil Company*, 98 NLRB 139, footnote 4; *Lewis Engineering & Manufacturing Company, supra.*

DOAK AIRCRAFT CO., INC., PETITIONER *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT LODGE NO. 720, AFL

DOAK AIRCRAFT CO., INC. *and* BERENICE WOODS, PETITIONER *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT LODGE NO. 720, AFL. *Cases Nos. 21–RM–285 and 21–RD–211. November 4, 1954*

Decision and Direction of Election

Upon separate petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before Max Steinfeld, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.[1]

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 Petitioner in Case No. 21–RD–211, employee of the Employer, asserts that the Union is no longer the representative, as

[1] The Union moved to adjourn the hearing on the ground that there was pending before the Board unfair labor practice charges filed by the Union. The Board's records show that at the time of the hearing the Regional Director had dismissed the charges, and that the General Counsel thereafter sustained the Regional Director's dismissals. We therefore affirm the hearing officer's denial of the Union's motion for adjournment. See *Meridian Plastics, Inc.*, 108 NLRB 203; *McQuay Incorporated*, 107 NLRB 787. The Union also moved to consolidate the representation and complaint cases, and to adjourn the hearing until the General Counsel acted on the Union's motion to consolidate these cases. It is established Board practice to exclude all evidence relating to unfair labor practices from representation hearings. *Dichello, Incorporated*, 107 NLRB 1642; *New York Shipping Association and Its Members*, 107 NLRB 364. Moreover, as noted above, the unfair labor practice charges against the Employer have been dismissed. Accordingly, we affirm the hearing officer's denial of the Union's motion to consolidate the cases and to adjourn the hearing. Cf. *Northwestern Photo Engraving Company*, 106 NLRB 1067; *Everett Plywood & Door Corporation*, 105 NLRB 17.