parties to an overall collective-bargaining contract necessarily contemplated might be added in the regular operation of the plant. In any event, they were expressly included in the coverage of the contract, by written agreement, before the IAM made any claim to represent them. Although the contract, as clarified, does not specify the wage rates for the tool- and die-makers and the machinists, it details the other conditions of employment. In these circumstances, we are satisfied, contrary to the contention of the IAM, that the resultant contract fully stabilizes labor relations between the parties as to all the production and maintenance employees.[3] Accordingly we find that the present contract is a bar to this proceeding. We shall therefore dismiss the petition.

[The Board dismissed the petition.]

[3] *Billboard Publishing Company*, 108 NLRB 182

COLUMBIA-SOUTHERN CHEMICAL CORPORATION *and* HARRY E. ROBERTS, AN INDIVIDUAL, ET AL., PETITIONER *and* INTERNATIONAL CHEMICAL WORKERS UNION, LOCAL #45, AFL. *Case No. 6–RD–106. December 6, 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 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 this case, the Board finds:

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

2. The Petitioner, an employee of the Employer, asserts that the Intervenor, International Chemical Workers Union, Local #45, AFL, herein called the Union, is no longer the bargaining representative of the guard employees designated in the petition, as defined in Section 9 (a) of the Act.

3. A question concerning 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.

The Union has been the collective-bargaining representative of the Employer's production and maintenance employees and of the Employer's guard employees since 1946.[1] These two groups of employees

[1] The Board certified the Union as the exclusive bargaining representative for the unit of production and maintenance employees in August 1952 following a consent election. The guard unit has never been certified.

have always been represented in separate units and covered by separate contracts. The only unit in issue here is that of the guard employees.

The Union contends that its most recent contract covering the guards operates as a bar to the instant petition, which was filed on July 22, 1954.[2] We do not agree. Section 9 (b) (3) of the Act provides that the Board shall not decide that any unit is appropriate for purposes of collective bargaining "if it includes, together with other employees, any individual employed as a guard to enforce against employees and other persons rules to protect property of the employer or to protect the safety of persons on the employer's premises; but no labor organization shall be certified as the representative of employees in a bargaining unit of guards if such organization admits to membership, or is affiliated directly or indirectly with an organization which admits to membership, employees other than guards." The Union, however, is requesting here that the Board apply its contract-bar rules where such application will result in sustaining the contract of a union in a unit which the statute prohibits the Board from certifying as an appropriate unit for purposes of collective bargaining.

In the recent *Monsanto* case,[3] the Board was confronted with the question of whether a contract covering a unit which included both production and maintenance employees and guards could constitute a valid bar to a petition for an election among the guard employees only. The Board there viewed the language of Section 9 (b) (3), precluding it from establishing as appropriate a unit containing guards as well as other employees, as requiring it to hold such a contract not to be a bar insofar as the guards were concerned. The Board pointed out, *inter alia*, that it was thereby giving recognition to the basic intent of Congress that guards should not be included in the same unit with other employees.

In our opinion, similar considerations are operative here. Thus, while the Act merely forbids the Board from certifying as a representative of a guard unit a union which admits to membership employees other than guards or which is affiliated directly or indirectly with such a union, holding the contract not to be a bar here gives recognition to the basic intent of Congress that guards should not be represented by unions which admit to membership employees other than guards, or which are affiliated directly or indirectly with unions which admit

[2] In our view of the case, we find it immaterial to our decision to determine whether the effective date of the contract for bar purposes is June 25 or July 14, 1954. We also deem it unnecessary to pass upon any other of the grounds advanced by the Union in support of its contention that the contract between it and the Employer constitutes a bar to this proceeding

[3] *Monsanto Chemical Company*, 108 NLRB 870.

to membership employees other than guards.[4] In view of the foregoing, we find that the Union's contract with the Employer is not a bar to the present proceeding.[5]

4. We find, in accord with the stipulation of the parties, that all guards employed at the Employer's Natrium plant in New Martinsville, West Virginia, excluding corporals and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

[Text of Direction of Election [6] omitted from publication.]

[4] In *Mack Manufacturing Corporation,* 107 NLRB 209, the Board held that Congress clearly intended by Section 9 (b) (3) that the union representing guards should be completely divorced from that representing nonguard employees. See also Legislative History of the Labor-Management Relations Act, 1947, volume 2, p. 1544, wherein Senator Taft stated that the provisions as to plant guards provided that they could have the protection of the Wagner Act only if they had a union separate and apart from the union of the general employees.

[5] *Monsanto Chemical Company, supra; Nash Kelvinator Corporation,* 107 NLRB 644; *Pittsburgh Plate Glass Company (Milwaukee Paint Division),* 104 NLRB 900.

[6] Although the fact that the Union admits to membership employees other than guards would, under Section 9 (b) (3) of the Act, preclude certification of the Union as the representative of the guards, it does not prevent the Board from conducting a decertification election in the unit of guards. In the event the Union wins the election, therefore, we shall certify only the arithmetical results of the election. *Western Electric Company,* 87 NLRB 544; *Westinghouse Electric Corporation,* 78 NLRB 10.

RAYONIER, INC. *and* INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE AND PAPER MILL WORKERS, AFL AND INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL, AND UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL 177, AFL, PETITIONERS. *Cases Nos. 10–RC–2781, 10–RC–2793, 10–RC–2794, 10–RC–2795, and 10–RC–2797. December 6, 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 Lloyd R. Franker, 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. 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.