

2. Drake-Fuller, Griffin, and Columbia are employers within the meaning of Section 2 (2) of the Act.

3. Drake-Fuller, Griffin, and Columbia are persons within the meaning of Section 2 (1) and Section 8 (b) (4) (A) of the Act.

4. The Union is a labor organization within the meaning of Section 2 (5) of the Act.

5. By restraining and coercing employees in the exercise of certain rights guaranteed in Section 7 of the Act, the Union has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.

6. By causing Griffin to discriminate in regard to the hire and tenure of employment of certain employees and by maintaining and enforcing certain practices respecting the clearance of employees as a condition of employment, the Union has attempted to cause Griffin and other employers to discriminate in regard to hire and tenure of employment within the meaning of Section 8 (a) (3) of the Act, and has thereby committed and continued to commit unfair labor practices within the meaning of Section 8 (b) (2) of the Act.

7. The foregoing unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

[Recommendations omitted from publication.]

Westinghouse Electric Corporation (Sunnyvale Plant) and International Brotherhood of Electrical Workers, Local 786, AFL-CIO.¹ Case No. 20-RC-2903. December 28, 1955

DECISION AND ORDER

Upon a petition duly filed, a hearing was held before L. D. Matthews, Jr., hearing officer of the National Labor Relations Board. 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

2. The labor organizations involved claim 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:

The UE contends that no question concerning representation exists on the ground, *inter alia*, that the petition was filed less than a year after its certification. The Petitioner and IUE disagree, relying on the *Westinghouse Electric Corporation* case.³ It appears that UE

¹ The AFL and CIO having merged subsequent to the hearing in this proceeding, we are amending the identification of the affiliation of the Unions.

² Local 1008, United Electrical, Radio & Machine Workers of America (UE), herein called UE, and International Union of Electrical Workers, AFL-CIO, herein called IUE, intervened in this matter. We find no merit in the UE's opposition to the intervention of IUE because of an alleged inadequacy of showing. Showing is an administrative matter not litigable by the parties. Moreover, we are satisfied as to the sufficiency of IUE's card-showing.

³ *Westinghouse Electric Corporation*, 110 NLRB 872.

and Employer entered into an agreement, designated supplement VI to the national agreement, covering *inter alia* the production and maintenance employees of the Sunnyvale Plant of the Employer, which was executed on July 24, 1954, and effective July 1, 1954, for a period of 15½ months until October 15, 1955, subject to automatic renewal. UE was certified on December 27, 1954, to represent the employees of the Sunnyvale production and maintenance unit. By letter dated August 15, 1955, UE sent timely notice of desire to modify to the Employer in accordance with the provisions of the agreement. On October 6, 1955, within the certification year, the petition herein was filed.

As held in the *Centr-O-Cast* case,⁴ absent unusual circumstances we do not consider a petition timely that is filed during a certification year. We find no unusual circumstances in this matter. The *West-ingham* and *Ludlow Typograph*⁵ cases are inapplicable because they involve situations where an agreement is entered into *within* the certification year and not prior thereto, as in the instant matter. Accordingly, we shall dismiss the petition herein. In view of our disposition of this matter it is unnecessary to decide other issues raised by UE.

[The Board dismissed the petition.]

MEMBER BEAN took no part in the consideration of the above Decision and Order.

⁴ *Centr-O-Cast & Engineering Company*, 100 NLRB 1507.

⁵ *Ludlow Typograph Company*, 108 NLRB 1463.

Aeronca Manufacturing Corporation and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW, AFL-CIO).¹ *Case No. 9-RC-2586. December 28, 1955*

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 Orville E. Andrews, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.²

¹ The AFL and CIO having merged subsequent to the hearing in this proceeding, we are amending the identification of the affiliation of the Unions accordingly.

² Aeronca Independent Union, herein called the Intervenor, was permitted to intervene in this proceeding on the basis of its contractual interest in the employees whom the Petitioner seeks to represent.

We hereby affirm the hearing officer's refusal to permit the Petitioner to litigate the Intervenor's compliance status in this proceeding. See *General Furniture Corporation*, 109 NLRB 479; *Coca-Cola Bottling Company of Louisville, Inc.*, 108 NLRB 490.

The hearing officer referred to the Board the motions of the Employer and the Intervenor to dismiss the petition on the grounds that there is a contract bar and that the