WE WILL NOT engage in any acts which in any manner interfere with the efforts of Association of Westinghouse Engineers, Elevator Division, to negotiate for or to represent the employees in the aforesaid unit as their exclusive bargaining agent.

WESTINGHOUSE ELECTRIC CORPORATION
(ELEVATOR DIVISION),
Employer.

Dated_____ By_____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Westinghouse Electric Corporation *and* International Union of Electrical, Radio & Machine Workers, AFL–CIO, Petitioner.
Case No. 8–RC–2550. January 20, 1956

DECISION AND ORDER

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before John Vincek, 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 employees of the Employer.[1]

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 Petitioner seeks a unit of technical and clerical employees at the Employer's Lima, Ohio, plant. The Employer and the Intervenor urge a dismissal of the petition on the grounds that: (1) The Board's 1-year certification rule bars the petition; (2) Section 9 (c) (3) of the Act precludes an election at this time; and (3) the unit sought is inappropriate.

Since 1941 the Intervenor has been the collective-bargaining representative for a unit consisting not only of technical and clerical employees, but also professional employees as well, at the Employer's Lima, Ohio, plant. On February 2, 1955, upon the petition of a union other than the Petitioner and the Intervenor in the instant case, the Board directed a self-determination election for the professional em-

[1] Lima Westinghouse Salaried Employees Association, affiliated with Federation of Westinghouse Independent Salaried Unions, Independent, herein called the Intervenor, intervened on the basis of its contract with the Employer covering the employees involved herein.

ployees pursuant to Section 9 (b) (1) of the Act.[2] In that election, which was held on February 28, 1955, with a runoff election on March 7, 1955, the professional employees voted to continue to be represented by the Intervenor as part of the existing unit; and as a result the Board, on March 14, 1955, issued a certification that the Intervenor might bargain for these employees as part of the existing unit.

The Board has held that, because such a certification as a result of a self-determination election does not embrace a complete bargaining unit, but only amounts to a finding that the group of employees voting have indicated a desire to remain a part of the larger unit, such certification does not constitute the type of certification which bars a petition for 1 year.[3] Accordingly, we find no merit in the contention that the Board's 1-year certification rule is a bar to the petition.

Moreover, the Board has also held that where, as here, earlier elections are conducted for groups other than those for whom elections are later sought, the earlier elections are not held in the same bargaining unit or subdivision thereof within the meaning of Section 9 (c) (3) of the Act, and therefore such elections do not preclude elections sought less than a year later for different groups.[4] Accordingly, we find no merit in the contention that the earlier election for the professional employees precludes a present election for the technical and clerical employees.

We do, however, find merit in the contention that the unit sought herein is inappropriate. The Board has held that a unit of technical and clerical employees may be appropriate,[5] except where a party objects to a grouping of the two.[6] And in the instant case, there is no such objection. However, the Petitioner seeks here to sever technical and clerical employees from a long-established unit of technical, clerical, and professional employees. Moreover, the professional employees have recently voted to be included in the same unit with the technical and clerical employees, pursuant to Section 9 (b) (1) of the Act. In view of the long history of collective bargaining in the larger unit, the absence of any statutory requirement for the type of severance sought here[7] or any Board precedent to support such a severance, and the fact that the severance sought would in effect negate the recently exercised statutory right of the professional employees to be included in the same unit with the technical and clerical employees, we find that the unit sought is inappropriate.

[2] *Westinghouse Electric Corporation, Small Motor Division*, 111 NLRB 497.
[3] *B. F Goodrich Chemical Company* 84 NLRB 429, 430
[4] *Tin Processing Corporation*, 80 NLRB 1369, 1376
[5] See *Bethlehem Steel Company, Johnstown Plant*, 65 NLRB 226.
[6] See *E I. Dupont de Nemours and Company, Inc*, 107 NLRB 734, 743.
[7] Cf. Section 9 (b) (1) and (2) of the Act, which require the establishment of separate units for professional employees and craft employees, respectively, if such employees so desire.

In the alternative, the Petitioner is willing to have an election in the existing unit. However, the Petitioner has not made a sufficient showing of interest in this larger unit, and we shall therefore not direct an election in this unit.

In view of the foregoing, we shall dismiss the petition.

[The Board dismissed the petition.]

Consolidated Paper & Box Manufacturing Company, Incorporated, Petitioner *and* Local Union #694, United Paperworkers of America, AFL–CIO.[1] *Case No. 5–RM–292. January 20, 1956*

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 Henry L. Segal, 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 organization involved claims to represent certain employees of the Employer.

3. The Employer-Petitioner, a Virginia corporation with its principal place of business located in Richmond, Virginia, is engaged in the manufacture of folding and setup paper boxes and in the wholesale distribution of coarse paper products. The Union contends that an existing contract between it and the Employer is a bar to an election at the present time. The Union has been the certified bargaining representative for a unit of the Employer's production and maintenance employees since approximately 1940, and has entered into successive bargaining agreements with the Employer covering such a unit of employees.

The parties executed a contract on July 19, 1954, article XII of which provides that "Except as otherwise provided herein, this Agreement shall become effective as of July 19, 1954, and remain in full force and effect until midnight July 18, 1956, and thereafter from year to year unless either party shall have given sixty days' written notice prior to July 18, 1956, or July 18th in any year of extension hereof to the other of its desire to change or terminate the same. Upon any such notice of a desire to change this Agreement, conferences will be held between the parties within thirty days in an effort to arrive at an

[1] The AFL and CIO having merged since the hearing in this case, we are amending the Union's designation.