Variety Stamping Corporation *and* International Union of Electrical Radio & Machine Workers, AFL–CIO, Petitioner. *Case No. 8–RC–2639. May 1, 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 Ralph W. Tyner, 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.[1]

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.

Intervenor contends that its contract with the Employer bars the instant petition. The contract in question provided for its automatic renewal for a 1-year term "unless notice of termination in writing by registered mail is given by either party" at least 60 days before its expiration date, February 29, 1956. On December 22, 1955, shortly before the *Mill B* date, the Intervenor sent the following communication to the Employer by registered mail:

> Under the provisions of the Taft-Hartley Act (Public Law 101, 80th Congress), but without in any way conceding that the Act requires this notice or that the Act is valid, United Electrical, Radio & Machine Workers of America, Local 735, hereby notifies you of its desire to open our existing collective bargaining agreement for the purpose of negotiating amendments.
>
> We hereby offer to meet and confer with you at the earliest mutually convenient time for the purpose of negotiations.

At a meeting on January 17, 1956, Intervenor submitted to the Employer a substantial number of "proposed changes . . . for contract negotiations." The instant petition was filed on January 25, 1956.

Intervenor contends that its letter to the Employer, which refers to the amendment, and not the termination, of the existing agreement, did not constitute the notice of termination required by the contract to prevent its automatic renewal. We find no merit in this contention. Where a contract provides for both notice to terminate and notice to

[1] United Electrical, Radio & Machine Workers of America, Local 735, Ind., was permitted to intervene on the basis of a current contractual interest in the employees involved in this proceeding.

modify, the question frequently arises whether a notice given shortly before the *Mill B* date serves to prevent the automatic renewal of the contract, thereby rendering a subsequently filed petition timely.[2] In the instant case, however, the contract provides only for notice of termination. Under these circumstances the Intervenor's notice to the Employer, given shortly before the *Mill B* date, of its desire to change the contract must be construed as an exercise of its right to prevent the automatic renewal of the contract.[3] Accordingly, we find the contract not to be a bar to this proceeding.

4. We find, as stipulated by the parties at the hearing, that the following employees of the Employer at its metal stampings manufacturing plant in Cleveland, Ohio, 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 and inspectors, excluding office clerical employees, professional employees, guards, and all supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

[2] See, for example, *Michigan Gear & Engineering Company*, 114 NLRB 208; *Griffith Rubber Mills*, 114 NLRB 712; *American Lawn Mower Co.*, 108 NLRB 1589

[3] *The Standard Register Co.*, 100 NLRB 981.

Valdese Manufacturing Company, Inc. *and* **Textile Workers Union of America, AFL–CIO, Petitioner.** *Case No. 11–RC–815. May 1, 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 Louis Perloff, 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 the 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 Employer is engaged in the manufacture of textiles at Valdese, North Carolina. The Petitioner seeks a unit of production and maintenance employees. The Employer and the Petitioner agreed to exclude several named individuals as supervisors,[1] and to include a

[1] Henry Childress, John Deal, Revels Aiken, T C Taylor, Ellis Annas, Felix Piercy, Dart Glasebrook, Belo Hull, Briscoe Cannon, Ed Pascal, and George Rector