by the Petitioner are appropriate units for the purposes of collective bargaining.

The parties stipulated at the hearing as to the composition of the units in the event that the Board found separate units to be appropriate. Accordingly, in accord with the agreement of the parties, we find that the following groups of employees of the Employer constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

(a) All miners employed by the Employer in or near Butte, Montana, including employees engaged in breaking ground, shoveling, timbering, tramming, repair work and other underground work, station tenders, top men, surface laborers including those at precipitating plants, changehouse men, sawyers and sawyers' helpers, laborers employed in construction or repair work in and about the mines, plants, buildings, parks, playgrounds, recreational centers and other properties of the company, and clock winding watchmen, but excluding all other watchmen, employees subject to the jurisdiction of Building Service Employees Local #169, office clerical employees, professional employees, guards, shift bosses performing maintenance and repair work in nonoperating mines and supervisors as defined in the Act.

(b) All production and maintenance employees of the Employer employed in and around its reduction department at Great Falls, Montana, including employees of The Anaconda Wire & Cable Company's rod, bar, and wire mill, but excluding moulders, moulders' helpers, boilermakers, boilermakers' helpers, blacksmiths, blacksmiths' helpers, patternmakers, pipefitters, pipefitters' helpers, masons, carpenters, painters, machinists, electricians, apprentices, clerical employees, technical employees, professional employees, guards, and supervisors as defined in the Act.

[Text of Direction of Elections omitted from publication.]

Julio Canales Valdejully, d/b/a Industries Freight Service *and* Miguel Ostolaza, Petitioner *and* Union de Choferes de Trailers y Trucks de Ponce, P. R. *Case No. 24–RD–26. September 21, 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 Joseph M. Chandri, 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 National Labor Relations Act.

2. The Petitioner, an employee of the Employer, asserts that the Union is no longer the bargaining representative of the employees designated in the petition as defined in Section 9 (a) of the Act. The Union, a labor organization, was certified on July 23, 1954, as bargaining representative of the Employer's employees involved herein.[1]

3. Although stipulating with the Employer that the Board "may" find that no contract bar exists herein, the Union requests the Board to decide whether this decertification proceeding is in fact barred by a contract between it and the Employer.

Following its certification in 1954, the Union entered into a 1-year collective-bargaining agreement with the Employer on December 6, 1954, effective from December 9, 1954, with provision for automatic renewal from year to year in the absence of 60 days' notice to amend or terminate by either party. In 1955, no timely notice of a desire to amend or terminate the contract having been given, the contract renewed itself in accordance with its automatic renewal clause.[2] The instant petition was filed on December 23, 1955.

Regarding existing employees who were not union members on the date of its execution, the union-security clause of the 1954 contract provided as follows:[3]

> Every worker who on the date this agreement is executed is not a member of the Union is under the obligation as a condition to retain his employment to join the Union and maintain himself up to date in the payment of his union dues during the life of this agreement.

The above-quoted provision fails to accord old employees who were not members of the Union on the date of execution of the contract a 30-day grace period from that date. And the record shows that such employees were required, by way of a checkoff, to start paying union dues immediately after the execution of the contract. In these circumstances, we find that no contract bar exists to a present determination of representatives.[4]

At the hearing the Union also attacked the petition on the ground that "the movement for the decertification proceeding . . . has received help directly or indirectly from the employer." However, the

[1] Case No. 24–RC–714 (not reported in printed volumes of Board Decisions and Orders).

[2] It was not until October 18, 1955, that the Union first notified the Employer of its desire to amend the 1954 contract The Employer rejected the Union's notices as being untimely.

[3] Existing employees who were members of the Union were required by the union-security clause, as is legal under the Act, "to be up to date" in the payment of their union dues and new employees were accorded the 30-day statutory grace period

[4] Cf *A. Sandler Co.*, 110 NLRB 738, and *Towne Manufacturing Corporation*, 114 NLRB 1367

Union has not shown that any supervisors participated in the instigation or circulation of the petition. Nor has it established any other connection between the Employer and the petition. We therefore reject the Union's contention for lack of proof.

Accordingly, we find that 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 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 trailer, truck, and tank-truck drivers, truck mechanics, mechanic's helpers, and tire changers employed by the Employer at his Ponce, Puerto Rico, establishment, excluding office clerical employees, machine shop employees, administrative, executive, and professional personnel, watchmen, guards, and supervisors as defined in the Act.[5]

[Text of Direction of Election omitted from publication.]

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

[5] All parties agree that this unit, for which the Union is the certified bargaining representative, is appropriate.

South Bend Broadcasting Corp. and Michiana Telecasting Corp. *and* Radio & Television Broadcast Engineers, Local 1220, International Brotherhood of Electrical Workers, AFL–CIO, Petitioner. *Case No. 13–RC–5012. September 21, 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 Robert H. Cowdrill, 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 Michiana Telecasting Corp. which operates a television station and owns all the stock of South Bend Broadcasting is, in turn, owned by the University of Notre Dame du Lac. The Employer contends that the Board should not exercise jurisdiction because an educational institution is involved.

The University's purpose in establishing the radio and telecasting corporations was to give students practical training in the communications field and to provide programs of benefit to the community. Up to the present, however, the radio and television stations have been run as commercial enterprises and have not been used by the Uni-