

policy, we find that the following employees in the Employer's Ohio branch constitute an appropriate unit for purposes of collective bargaining within the meaning of Section 9 (b) of the Act: All insurance agents, including sales trainees, regular part-time agents and sales office supervisors, but excluding production clerical employees, office employees, underwriters, claim examiners and adjusters, professional employees, the sales department manager, sales development manager and district sales managers, and all other supervisors as defined in the Act.<sup>4</sup>

[Text of Direction of Election omitted from publication.]

<sup>4</sup> Except for the unit placement of the underwriting and claim personnel, the parties agreed that this unit is appropriate for purposes of collective bargaining. The parties stipulated that the sales office supervisors exercise no supervisory authority and have the same duties as booth managers in the Employer's Detroit branch, a classification the Board included in the unit in *Allstate Insurance Company*, 109 NLRB 578. Accordingly, we find the sales office supervisors not to be supervisors within the meaning of the Act and we include them in the unit.

**Ames, Harris, and Neville and Bob. J. White and Local No. 382, International Printing Pressmen & Assistants Union of North America, AFL-CIO. Case No. 20-RD-162. July 26, 1957**

### 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 L. D. Mathews, Jr., 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 Union, currently recognized by the Employer as the exclusive bargaining representative of the Employer's employees, is no longer such representative, as defined in Section 9 (a) of the Act.

The petition herein was filed on March 28, 1957. The Union and the Employer urge as a bar thereto their contract executed on May 1, 1955, for a term of 3 years. Under Board policy a contract for more than 2 years may not operate as a bar beyond the first 2 years of its term unless a substantial part of the industry involved is covered by such contracts,<sup>1</sup> and the burden of establishing such coverage is upon the party asserting a contract for more than 2 years as a bar.<sup>2</sup>

The record indicates that the Employer manufactures textile, as well as paper, bags, and so may be classified as being either in the

<sup>1</sup> *Thompson Wire Co.*, 116 NLRB 1933.

<sup>2</sup> See *Joseph Aronauer, Incorporated*, 106 NLRB 1382.

textile or paper bag industry.<sup>3</sup> No evidence was offered as to whether any other employers in the textile bag industry have contracts for more than 2 years. As to the paper bag industry, the only evidence submitted was that in that industry about one-half of the employees located on the West Coast are covered by 3-year contracts. However, there was no evidence as to what portion of the entire industry in the United States is covered by contracts for more than 2 years. Accordingly, there is insufficient basis in the record for determining that a substantial part of the entire paper or textile bag industry is covered by contracts for more than 2 years.<sup>4</sup> We find, therefore, that as the first 2 years of the term of the Union's contract have expired, it is no longer a bar.

4. We find, in accord with the agreement of the parties, that the following unit is appropriate for purposes of collective bargaining within the meaning of Section 9 (b) of the Act: All production and maintenance employees at the Employer's Berkeley, California, plant, including plant clericals, but excluding office clerical employees, guards, and supervisors as defined in the Act.<sup>5</sup>

[Text of Direction of Election omitted from publication.]

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

<sup>3</sup> Both industries appear in the Standard Industrial Classification Manual.

<sup>4</sup> *Joseph Aronauer, Incorporated, supra.*

We note that, according to the latest available statistics, there were, in 1954, 27,773 production and maintenance employees in the entire paper bag industry, of whom only about 2,500 were employed in the Far Western States. Thus, on the basis of these figures, it appears that the number of paper bag employees shown by the Union to be covered by 3-year contract is only about 1,250, which is less than 5 percent of all such employees.

<sup>5</sup> This unit description conforms to that contained in the current contract between the Union and the Employer.

**Orenduff & Kappel, Inc. and District No. 15, International Association of Machinists, AFL-CIO.** *Cases Nos. 2-CA-4550 and 2-CA-4725. July 29, 1957*

## DECISION AND ORDER

On September 27, 1956, Trial Examiner A. Bruce Hunt issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. The Trial Examiner further found that the Respondent had not engaged in certain other unfair labor practices alleged in the complaint and recommended dismissal of those