

represent them separately,³ we shall include them in the unit found appropriate. We shall likewise include in the unit the two full-time mechanics and the regular part-time mechanic.

We find that the following employees 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, including truckdrivers and helpers, and mechanics, at the Employer's dairy processing plant and meat-processing plant at Warren, Ohio, excluding office clerical employees, professional employees, guards, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

³ *Channel Master Corporation*, 114 NLRB 1486; *Sunnyland Packing Company, etc.*, 113 NLRB 162; *Thomas Electronics, Inc.*, 107 NLRB 614.

Pearl Curtains, Inc.¹ and Olga Melendez, Petitioner.¹ Case No. 2-UD-35. August 21, 1957

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9 (e) (1) of the National Labor Relations Act, a hearing was held before Julian J. Hoffman, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.²

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Rodgers, Bean, and Jenkins].

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.³
2. The labor organization involved claims to represent certain employees of the Employer.
3. The contract, as amended, is effective by its terms to July 1, 1958. The petition for union deauthorization was filed on November 30,

¹ The petition and other formal papers are hereby amended to reflect the Employer's correct name. In view of a written disclaimer of interest in the petition by Esther Martínez, a cosigner of the original petition, we shall amend the petition and other formal papers herein by deleting therefrom the name of this individual.

² The Union objected to the hearing officer's acceptance of evidentiary material in the form of letters from companies doing business with the Employer as commerce data. We are satisfied that the hearing officer's ruling accords with Board policy, and it is accordingly affirmed. See *Pacific Tent & Awning Co.*, 97 NLRB 640; *F. M. Reeves & Sons, Inc.*, 112 NLRB 295. The Union also challenged the Petitioner's showing of interest. The sufficiency of a petitioner's showing of interest is an administrative matter not subject to litigation, and we are furthermore administratively satisfied that the Petitioner's showing of interest is adequate. *O. D. Jennings & Company*, 68 NLRB 516.

³ During the past year the Employer furnished services in excess of \$100,000 in value to firms which annually ship goods valued in excess of \$50,000 to points outside the State of New York. We therefore find that it will further the purposes and policies of the Act to assert jurisdiction in the instant case. *Pavan Motor Freight, Inc.*, 116 NLRB 1568.

1956. The Union's principal contention is that the existing union-security agreement should be held effective for the remainder of its term. That contention was made in *Great Atlantic & Pacific Tea Company*, 100 NLRB 1494, and rejected by a majority of the Board on the ground that "only by holding that an affirmative deauthorization vote immediately relieves employees of the obligations imposed by an existing union-security agreement can the Board give effect to the basic congressional objective, unchanged by amendments directed solely at procedural relief, of not imposing a union-security agreement upon an unwilling majority." The policy thus established has consistently been followed by the Board.⁴ We therefore find no merit in this contention.⁵

4. We find that all production, shipping, and maintenance employees at the Employer's curtains and drapery manufacturing plant in New York City, New York, excluding office clerical employees, sales employees, and supervisors as defined in the Act, constitute a unit appropriate for the purposes of an election under Section 9 (e) (1) of the Act.

[Text of Direction of Election omitted from publication.]

⁴ *Truth Tool Company*, 111 NLRB 642; *Hydraulics Unlimited Manufacturing Co.*, 107 NLRB 1646; *Accurate Molding Corporation*, 107 NLRB 1087; *F. W. Woolworth Company*, 107 NLRB 671.

⁵ The Union contends that the Petitioner failed to introduce any proof that the Union was the legally constituted bargaining representative at the time the contract was executed. The Union did not, however, dispute that it in fact was the legally constituted bargaining representative at all times material, and under the circumstances, the presumption of legality remained un rebutted. The Union's contention that the petition did not encompass the same unit as set forth in the contract is not supported by the evidence. The Union's further contention that the withdrawal of one of the joint petitioners vitiated the petition is likewise without merit, as there is no indication in the record that the authority of the other petitioning employee has been withdrawn.

The General Industries Company, Petitioner and Mechanics Educational Society of America, AFL-CIO¹ and Independent Motor Workers Union.² Case No. 8-RM-165. August 21, 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 W. R. Griesbach, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and, except as noted, are hereby affirmed.³

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Rodgers and Bean].

¹ Herein referred to as M. E. S. A.

² Herein referred to as the Independent.

³ The contention of M. E. S. A. as to the adequacy of the Independent's compliance with Section 9 (f) and (g) of the Act involves administrative matters not cognizable in 118 NLRB No. 153.