the Board's established voting eligibility rules.[3] Accordingly, like the Regional Director, we sustain the challenge to Lawrence's ballot.

As the Petitioner has received a majority of the valid ballots cast in the election, we shall certify the Petitioner as the collective-bargaining representative of the employees in the appropriate unit.

[The Board certified Stationary Engineers Local #86, International Union of Operating Engineers, AFL-CIO, as the designated collective-bargaining representative of the employees in the appropriate unit.]

[3] Cf. *Food Machinery and Chemical Corporation*, 116 NLRB 552, 553, wherein the Board interpreted a unit finding excluding temporary employees as making ineligible an employee who was working as a temporary during the payroll eligibility period, although he had already been promised a permanent job which was to take effect and did take effect before the election date.

Pet Dairy Products Company *and* D. H. Edwards, Petitioner *and* Milk and Ice Cream Drivers and Dairy Employees, Local Union No. 23, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, AFL-CIO. *Case No. 11-RD-68. October 8, 1957*

DECISION AND ORDER

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before John M. Dyer, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.[1]

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 Murdock and Rodgers].

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 is no longer the bargaining representative, as defined in Section 9 (a) of the Act, of certain employees of the Employer.

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 petition sought a decertification election in a unit of employees at the Employer's Greenville, South Carolina, plant.[2] The Union

[1] The Union's motion to dismiss the petition, which was referred by the hearing officer to the Board, is granted for the reasons stated *infra*.

[2] The petition described a unit of "office, clerical, wholesale milk delivery, retail milk delivery, ice cream delivery, shipping, ice cream production, milk processing and storage,

contended at the hearing that this unit was inappropriate as it constituted a segment of the certified, contractual,[3] divisionwide bargaining unit, and moved that the petition be dismissed on this ground. The Petitioner thereupon asserted that it sought, alternatively, an election in the historical bargaining unit. The Union maintained that this request of the Petitioner should not be entertained as the Petitioner's showing of interest at the Greenville plant could not warrant an election in the more than 30 plants covered by the historical unit. The Employer took no position with regard to the appropriate unit.

The parties were in agreement that the Union, since 1947, has represented the employees at all the plants in the Employer's southeast division; that this division encompassed all the plants of the Employer except one in North Prairie, Wisconsin, and one in Jackson, Mississippi;[4] and that, in 1953, the Union was certified by the Board (10–RC–2304) as the collective-bargaining representative of the employees in the southeast division.[5]

The Petitioner maintained that the Greenville plant should be found to constitute a separate appropriate unit on the grounds that certain operations of this plant are conducted on a local, autonomous basis; that the historical unit does not cover all the plants of the Employer; and that the 1953 certification was based upon a consent election, and not upon a determination by the Board as to the appropriate unit.

We find no merit in these contentions in view of the history of collective bargaining on a divisionwide basis since 1947, the certification on that basis in 1953,[6] and the continuing contractual relations in such a unit since the certification. Accordingly, we find that only the divisionwide unit is appropriate.[7] As the Board will not direct a decertification election in a segment of a recognized or certified unit,[8] we find that the Petitioner's proposed unit of employees at the Green-

refrigeration transport drivers, garage and ice cream mix processing and storage employees. . . ." The Petitioner stated at the hearing that this unit was intended to cover the same categories as were included in the Union's contractual unit. When the Union pointed out that the proposed unit varied in certain particulars from the contract unit, the Petitioner requested that its petition be amended to conform with the unit description in the contract.

[3] The Union's current contract, effective until September 30, 1957, was not raised as a bar.

[4] It appears that the Employer has collective-bargaining agreements, at the plants in Wisconsin and Mississippi, with affiliates of the Union.

[5] The Union's 1954 contract with the Employer provided that, "Pursuant to the terms of the certification granted by the National Labor Relations Board, this agreement shall cover all employees employed at the Company's Plants and Home Office, in South-East Division. . . ." The current agreement provides that, "Pursuant to the terms of the certification granted by the National Labor Relations Board, this agreement shall cover all employees employed at the Company's plants, except North Prairie, Wisconsin. . . ."

[6] Section 102.54 of National Labor Relations Board Rules and Regulations provides that, following a consent election, "the regional director shall issue to the parties a certification of the results of the election, including certification of representatives where appropriate, with the same force and effect as if issued by the Board. . . ."

[7] *Owens-Illinois Glass Company,* 108 NLRB 947, 950.

[8] *Campbell Soup Company,* 111 NLRB 234; cf. *Gill Glass & Fixture Company,* 116 NLRB 1540, 1542.

ville plant is inappropriate. Nor shall we direct an election in the historical unit, on the basis of the Petitioner's alternate contention, as its showing of interest among the approximately 171 eligible employees at the Greenville plant is inadequate to support a request for an election among the approximately 1,100 employees in the division-wide unit.[9] We shall, therefore, dismiss the petition filed herein.

[The Board dismissed the petition.]

[9] In its brief filed after the hearing, the Petitioner requested "a reasonable extension to obtain additional signatures should the Board determine that the only appropriate unit is the thirty-four plant unit." As it would appear from the foregoing that the Petitioner currently has an inadequate showing among the Employer's employees in the historical unit, we find no warrant for delaying this representation proceeding in order to permit the Petitioner to obtain an increased showing of interest. This request is therefore denied.

Dairy Cooperative Association *and* Howard Borge, Petitioner *and* Local 305, Dairy, Ice & Ice Cream Employees, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO. *Case No. 36-RD-97. October 8, 1957*

SUPPLEMENTAL DECISION, ORDER, AND DIRECTION OF ELECTION

On February 1, 1957, the Board issued a Decision and Order [1] dismissing the petition in the above-entitled proceeding. The basis of the dismissal was: (1) That there was nothing in the record to show that a notice to amend or modify, as required to forestall renewal, was given prior to the automatic renewal date of the Union's contract with the Employer; and (2) that as there was nothing to indicate that the so-called amendment to that contract was intended to be a contract replacing the original agreement, the petition was barred by the contract as automatically renewed. Thereafter, on July 29, 1957, the Board, having considered a request by the Petitioner dated June 3, 1957, that the case be reopened and reviewed in the light of additional evidence submitted to the Board by the Petitioner, and having found good cause shown therein, directed that a hearing be held on the issues raised by that additional information.[2]

[1] Not reported in printed volumes of Board Decisions and Orders.

[2] We reject the Union's contention that the Employer illegally assisted the Petitioner in the preparation of the request to reopen this case. The only evidence in this regard is to the effect that when the Petitioner, of his own volition, approached a company official to ask how to go about reopening the hearing, the official stated that he would look for some evidence and supplied the Petitioner with a copy of the Union's letter of September 5, 1956, terminating the contract. The letter was the additional evidence supplied to the Board. However, this is not the degree of assistance which the Board has found exceeds the bounds of strict neutrality imposed by the statute. See, e. g., *Consolidated Blenders, Inc.*, 118 NLRB 545, and *Bond Stores, Inc.*, 116 NLRB 1929. Further, the