

period of the original contract will be considered timely in relation to the extended contract. Thus, if a petition had been filed herein from 150 to 60 days before February 19, 1957, it would have been timely and there would have been no contract bar. However, no petition was filed during that period and under our established premature-extension doctrine, as modified by our decision in *Deluxe Metal*,<sup>4</sup> the extended contract, which was for a term of about 22 months, became a bar to any petition not filed from 150 to 60 days before its terminal date of March 31, 1958.<sup>5</sup>

In *Deluxe Metal*, the Board indicated that any contract which would be effective as a bar would be given a 60-day insulated period immediately preceding and including the expiration date of the contract. As the petition in this case was filed during the insulated period of the extended contract, we find that it was untimely filed and must be dismissed.<sup>6</sup>

[The Board dismissed the petition.]

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<sup>4</sup> *Deluxe Metal Furniture Company*, 121 NLRB 995.

<sup>5</sup> *National Foundry Company of New York, Inc.*, 109 NLRB 357.

<sup>6</sup> *The Steck Company*, 122 NLRB 12.

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**Texas Cartage Company and Andrew Franks, Petitioner and Local 299, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case No. 7-UD-12. January 19, 1959**

### DECISION AND DIRECTION OF ELECTION

Upon a union-shop deauthorization petition duly filed under Section 9(e) of the National Labor Relations Act, a hearing was held before Herman Corenman, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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, Jenkins, and Fanning].

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 certain employees of the Employer.
3. The Petitioner seeks to rescind the authority of Local Union 299, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the Union, to

make a union-security agreement in behalf of an alleged bargaining unit of the Employer's truckdrivers. All the Employer's truckdrivers are currently covered by a 3-year contract with the Union. The contract, which contains a union-security clause, is in effect from February 1, 1958, to January 31, 1961. The Union contends that the petition should be dismissed because the unit as to which deauthorization is sought by the Petitioner is not coextensive with the bargaining unit. Although the Employer is not a member of an employer association, the contract between the Employer and the Union is identical with the one which was negotiated between various employer associations and the numerous affiliates of Teamsters in the Central States Area. The Union contends that the appropriate unit coincides with the existing coverage of the Central States Area agreement, inasmuch as the grievance procedure in the contract provides for participation by the Joint Area Cartage Committee and the Joint State Cartage Committee. The record shows that the Employer never took part in the contract negotiations on the areawide basis, nor did it authorize any employer association or other agent to negotiate in its behalf. The negotiated contract was merely left with the Employer by the union business agent with a request that it be signed, and the Employer signed on its independent judgment. The existence of uniform or master contracts covering a given geographic area does not *ipso facto* establish a multiemployer bargaining unit. Although the Employer has adopted the Central States Area agreement, we find that there is no history of bargaining on a multiemployer basis such as to preclude a finding that its employees constitute a separate, appropriate unit.<sup>1</sup>

4. All truckdrivers employed by Texas Cartage Company at its establishment in Detroit, Michigan, excluding all other employees, guards, and all 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.]

<sup>1</sup> *Colonial Cedar Company, Inc.*, 119 NLRB 1613.

**Korber Hats, Inc. and Esther Sousa, Mary M. Sullivan and Georgiana J. Lambert, Petitioners and United Hat, Cap and Millinery Workers of America, AFL-CIO.** *Case No. 1-RD-274.*  
*January 19, 1959*

#### SUPPLEMENTAL DECISION AND CERTIFICATION OF RESULTS OF ELECTION

Pursuant to a Decision and Direction of Election dated October 16, 1958,<sup>1</sup> an election by secret ballot was conducted on November 6, 1958,

<sup>1</sup> Unpublished.