Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers herein to a three-member panel [Chairman Leedom and Members Bean and Fanning].

We agree with the Regional Director that the Union's objections were not timely served upon the other parties and, thus, that the objections should be overruled. As noted above, a tally of ballots was served upon the parties in each case on November 18, 1958, and the objections were filed with the Board on November 21. The investigation disclosed, however, that the Union did not know when copies of the objections were sent to the other parties, and the envelope containing the copy received by the Employer was postmarked November 29. Such delay beyond the filing date in mailing a copy of the objections to the Employer does not constitute immediate service of the objections upon the parties, as required by Section 102.69 of the Board's Rules and Regulations.[3]

Moreover, the Union's objections, even if they could be considered, are without merit, as the election was not held until the charges had been dismissed by the Regional Director and were pending on appeal before the General Counsel,[4] and the Board will not reconsider questions of contract bar, which could have been fully litigated at the preelection hearing, at this post-election stage of the proceeding.[5]

In view of the foregoing, we adopt the Regional Director's recommendation and overrule the Union's objections. Consequently, as the Union failed to receive a majority of the valid ballots cast in any of the elections, we shall certify the results of these elections.

[The Board certified that Local Union No. 351, International Union of Operating Engineers, AFL–CIO, was not selected by a majority of the employees in any of the three appropriate units and that that Union is not the exclusive bargaining representative of the Pantex Garage employees, of the traffic department tank car shop employees, or of the telephone and teletype operators employed by the Employer at its Phillips, Texas, operations.]

[3] *General Time Corporation,* 112 NLRB 86.

[4] *Stewart-Warner Corporation,* 112 NLRB 1222, 1223.

[5] *Winter Seal Corporation,* 117 NLRB 659, 660; see *Rockwell Manufacturing Company,* 122 NLRB 798.

U.S. Chaircraft Manufacturing Corp.[1] ***and*** **United Chaircraft Employees Union (Ind.), Petitioner.** *Case No. 22–RC–332. February 10, 1959*

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed, a hearing was held before a hearing officer of the National Labor Relations Board. His rulings made at the hearing are free from prejudicial error and are affirmed.

[1] The name of the Employer appears as amended at the hearing.

Pursuant to Section 3(b) of the Act, the Board has delegated its powers herein to a three-member panel [Chairman Leedom and Members Rodgers and Jenkins].

Upon the entire record, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.

2. The labor organizations named below claim to represent certain employees of the Employer.

3. A question affecting commerce exists concerning the representation of certain employees of the Employer, within Section 9(c)(1) and Section 2(6) and (7) of the Act.[2]

4. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within Section 9(b) of the Act:

All production and maintenance employees of the Employer at its Bloomfield, New Jersey, plant, excluding office clerical employees, professional employees, sales employees, guards, and supervisors as defined in the Act.[3]

[Text of Direction of Election omitted from publication.]

[2] The Employer and the Intervenor, Local 108, Retail, Wholesale and Department Store Union, AFL–CIO, contend that their current collective-bargaining agreement is a bar to an election. The union-security provision of the contract provides:

> All present employees and all employees hired in the future who are covered by this agreement shall become members of the Union not later than thirty (30) days after the date of their employment or the date of this agreement, whichever is later, and shall continue and maintain their membership in the Union as a condition of their employment, subject to the terms and conditions of any applicable federal or state laws. The Union shall be the sole judge of the standing of its members, including whether each of them has fully paid all dues and initiation fees as requested by the Union, and the Company agrees to be bound by all decisions of the Union with respect to the standing of its members. The Employer furthermore agrees, upon notice by the Union, to discharge forthwith any of its employees who have not fully paid up all dues and initiation fees due to the Union and to replace such employees in accordance with and subject to the terms of this agreement.

The Board is of the opinion that the above provision exceeds the permissive limits of union security allowed by the proviso of Section 8(a)(3) of the Act. See *Keystone Coat, Apron & Towel Supply Company, et al.*, 121 NLRB 880. Accordingly, we find that the contract is not a bar.

[3] The parties stipulated as to the above unit.

Drennon Food Products Co. ***and*** **Local 60, Bakery & Confectionery Workers' International Union of America.**[1] *Case No. 10–CA–3003. February 11, 1959*

DECISION AND ORDER

On July 7, 1958, Trial Examiner Albert P. Wheatley issued his Intermediate Report in the above-entitled proceeding, finding that

[1] The Board, having been notified by the AFL–CIO that it deems the Bakery Workers' certificate of affiliation revoked by convention action, the identification of the Charging Party is hereby amended.