

1. If a member moves and does not send into the Journal his new forwarding address, the Post Office Department notifies the Journal accordingly, and that name is stricken from the Journal mailing list;

2. Withdrawn and retired members are carried on the membership roll but must pay \$1.20 per year to receive the Journal; at the time of the 1957 convention, there were approximately 5,000 retired members. (The International submitted no information on how many subscribed to the Journal.)

3. The names of newly accepted members are not immediately placed on the Journal mailing list due to clerical delays.

4. A number of National Transit Members of the International have no permanent address. The International estimates this figure varies from 2,000 to 2,700 members.

The International maintains that the Journal office does, in some instances, send 8 to 10 bundles containing 300 to 350 Journals each to various stewards for distribution to the membership on the site of the job. There are also some 10 or 12 Subordinate Lodges who ask for bundles for distribution at the Subordinate Lodge Headquarters. These extra bundles for Subordinate Lodges and National Transient Members contain approximately 1,200 to 1,500 copies.

In addition, the International sends copies of the Financial Report filed annually with the Secretary of Labor to the Financial Secretary of each Subordinate Lodge. The Journals refer to this Report, and give notice that such is available for membership inspection on request.

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**Boston Woven Hose and Rubber Company, Division of American Bilrite Rubber Company, Incorporated<sup>1</sup> and Local 25, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Petitioner.** *Case No. 1-RC-5477. March 31, 1959*

#### DECISION AND ORDER

Upon a petition duly filed, a hearing was held before a hearing officer of the National Labor Relations Board. 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 National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Rodgers, Jenkins, and Fanning].

<sup>1</sup> The name of the Employer appears as corrected at the hearing.

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

1. The Employer is engaged in commerce within the meaning of the National Labor Relations Act.
2. The labor organization involved claims to represent 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 Employer and the Intervenor, Local 25, United Rubber, Cork, Linoleum & Plastic Workers of America, AFL-CIO, advance their contract as a bar to this proceeding. The Petitioner, seeking a unit of truckdrivers, contends that the contract is no bar because (1) the recognition clause refers to "Production and Maintenance" employees without specifying truckdrivers, and (2) there is a union shop clause but the Intervenor did not achieve compliance with the filing requirements of the Act until January 21, 1959, about 2 months after the contract was executed and a few days after the petition was filed. As to (1), there is testimony that: The Employer employed 2 to 5 truckdrivers between 1940 and 1957; the contracting parties construed a series of contracts similar to the current agreement to cover the drivers; 22 over-the-road drivers were hired between July 1957 and November 1958, of whom 21 had been hired before the current contract was executed; the Intervenor, over 4 months before the petition was filed, demanded that the Employer apply the checkoff provision of the contract preceding the current agreement to the new drivers; and after a few months of delay occasioned by negotiations for a new contract, a strike, and the difficulty of contacting drivers returning at odd hours from long trips, all the new drivers signed checkoff authorization cards. In these circumstances, we believe that the contracting parties intended to and did include all the truckdrivers in the contractual unit.<sup>2</sup> With respect to (2), we are administratively advised that the initial steps to achieve compliance were taken prior to November 1958 when the contract was executed. Final compliance was achieved in January 1959. We find, therefore, that, for the purposes of the rule stated in the *Keystone* case with regard to unions out of compliance at the time a rival petition is filed,<sup>3</sup> compliance was achieved within a reasonable period of time. Accordingly, as the petition was filed after the execution of the contract, we find that the contract is a bar to this proceeding. We shall, therefore, dismiss the petition.

[The Board dismissed the petition.]

<sup>2</sup> *Sterling Faucet Company*, 119 NLRB 1225.

<sup>3</sup> *Keystone Coat, Apron & Towel Supply Company*, 121 NLRB 880.