

shipping department clerk, the part-time standards checker, the standard checkers, the standards clerk, and the clerk in the table-ready-meats department, but excluding the assistant foreman of the curing department, all other employees, guards, professional employees, and supervisors as defined in the Act.

[Text of Direction of Elections omitted from publication.]

Western Rolling Mills Division of Yuba Consolidated Industries, Inc.¹ and United Steelworkers of America, AFL-CIO, Petitioner. *Case No. 21-RC-5846. September 8, 1959*

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 Floyd C. Brewer, hearing officer. The hearing officer's rulings 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, Bean, 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 organizations involved claim to represent certain employees of the Employer.

3. A question affecting commerce exists concerning 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 Intervenor² urge that their current collective-bargaining agreement is a bar to the petition.

In September 1958 Employer began construction of a rolling mill at Tempe, Arizona, which was substantially completed in January 1959. In the first week in February 1959 the Employer began hiring production and maintenance employees and at the end of its first weekly payroll period, February 8, 1959, the Employer had 18 such employees at work. In a letter dated February 4, 1959, the Intervenor demanded recognition as the collective-bargaining representative of the employees then employed. At the request of the Employer for proof of representation, on February 5, 1959, the Intervenor obtained and presented to the Employer authorization cards from 17 of the 18 employees and the Employer entered into a recognition

¹The Employer's name appears as corrected at the hearing.

²The International Association of Bridge, Structural and Ornamental Iron Workers, Shopmen's Local #740, AFL-CIO, intervened on the basis of its current collective-bargaining agreement with the Employer.

agreement with the Intervenor on the same date. This recognition agreement made no reference to wages, hours, and working conditions.

The Employer and the Intervenor thereupon began negotiations and, on February 26, 1959, concluded a collective-bargaining agreement which the Intervenor presented to the employees for their approval. After such approval was obtained, the contract was signed by the parties on February 27, 1959, and made retroactive to February 5, 1959, to protect the seniority of the employees as of the date of the recognition agreement.

Employer's payroll for the weekly pay period ending March 1, 1959, indicated that, for that period, there were 24 production and maintenance employees. Full-scale operations were achieved about 1½ months later, and the record indicates that there were 90 employees within the bargaining unit as of the hearing date. The record further indicates that the Employer has no definite plan for reducing its complement of employees.

We find that on February 27, 1959, the date that the collective-bargaining agreement was executed, the Employer had employed less than 30 percent of the complement of production and maintenance employees as of the hearing date. Accordingly, we find that the agreement was executed at a time when the Employer did not employ a substantial and representative work force, and, therefore, is no bar to the petition.³

4. The following employees of the Employer 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 at the Employer's Tempe, Arizona, plant, including receiving, warehouse, and shipping employees, but excluding all office clerical and plant clerical employees, draftsmen, engineering employees, watchmen, professional employees, guards, and supervisors as defined in the Act.⁴

[Text of Direction of Election omitted from publication.]

³ *General Extrusion Company, Inc.*, 121 NLRB 1165. We find no merit in the Employer's contention that *General Extrusion* should not be applied because, on the date the contract was executed, the Employer expected a maximum complement of only 75 employees.

⁴ The unit description is in accordance with the stipulation of the parties.

The Lundy Packing Company and Local No. 332, Amalgamated Meat Cutters & Butchers Workmen of North America, AFL-CIO, Petitioner. *Case No. 11-RC-1229. September 10, 1959*

DECISION AND CERTIFICATION OF RESULTS OF ELECTION

Pursuant to a stipulation for certification upon consent election, an election by secret ballot was conducted on April 10, 1959, under the 124 NLRB No. 119.