

Upon the basis of the foregoing findings of fact, and upon the entire record in this proceeding, I make the following:

CONCLUSIONS OF LAW

1. Maricopa Packing Co. is, and has been at all times material to this proceeding, an employer within the meaning of Section 2(2) of the Act.
2. Amalgamated Meat Cutters & Butcher Workmen of N.A., Local No. 448, AFL-CIO, is, and has been at all times material to this proceeding, a labor organization within the meaning of Section 2(5) of the Act.
3. By discriminatorily discharging Louis Castro, as found above, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) of the Act.
4. By interfering with, restraining, and coercing employees in the exercise of rights guaranteed them by Section 7 of the Act, as found above, the said Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.
5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and 2(7) of the Act.

[Recommendations omitted from publication.]

American Cyanamid Company and Peter Metz, Ralph Mucerino, Benjamin E. Meigs, and John Herensky, Petitioners and District Lodge No. 61 of the International Association of Machinists, AFL-CIO. *Cases Nos. 22-RD-47, 22-RD-48, 22-RD-49, and 22-RD-50. September 22, 1959*

DECISION AND DIRECTION OF ELECTIONS

Upon petitions duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held in these consolidated cases before Leonard Bass, 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 these cases to a three-member panel [Chairman Leedom and Members Bean and Fanning].

Upon the entire record in these cases, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.
2. The Petitioners, employees of the Employer, assert that the Union, which is the certified representative of the employees designated in the petitions, is no longer such representative as defined in Section 9(a) of the Act.
3. Questions affecting commerce exist 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.

On November 8, 1957, the Employer and the Union entered into collective-bargaining contracts for each of the units, to expire on November 8, 1959. The Union contends that because these contracts have clauses permitting reopening on wages in November 1958, the

November 8, 1959, expiration date is for limited purposes only, and the contracts run indefinitely; it asserts, therefore, that the contracts are a bar to this proceeding. We find no merit in the contention that the existence of a midterm modification clause converts a contract for a fixed term into a contract of indefinite duration and, as the petitions were timely filed with respect to the November 8, 1959, expiration date of these contracts, we find that these contracts are not a bar.¹

4. The following employees of the Employer constitute separate units appropriate for the purposes of collective bargaining within Section 9(b) of the Act:²

(a) All scale mechanics and their apprentices at the Employer's Bound Brook, New Jersey, plant, excluding all other employees and all supervisors as defined by the Act.

(b) All millwrights and their apprentices at the Employer's Bound Brook, New Jersey, plant, excluding all other employees and all supervisors as defined by the Act.

(c) All instrument mechanics and their apprentices at the Employer's Bound Brook, New Jersey, plant, excluding all other employees and all supervisors as defined by the Act.

(d) All machinists, toolroom mechanics, metalizers, and their apprentices at the Employer's Bound Brook, New Jersey, plant, excluding all other employees and supervisors as defined by the Act.

[Text of Direction of Elections omitted from publication.]

¹ *Deluxe Metal Furniture Company*, 121 NLRB 995. We note that a contract of indefinite duration would not in any event be a bar. *Pacific Coast Association of Pulp and Paper Manufacturers*, 121 NLRB 990

² These units conform to a stipulation by the parties and to the certified units in Cases Nos. 4-RC-2284, 4-RC-2282, 4-RC-2288, and 4-RC-2272, respectively.

Augusta Chemical Co. and Oil, Chemical & Atomic Workers International Union, AFL-CIO, Petitioner. *Case No. 10-RC-4311. September 22, 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 Arthur C. Joy, 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 [Chairman Leedom and Members 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.