

**Wood Conversion Company and National Industrial Workers Union, affiliated with National Independent Union Council, Petitioner. Case No. 4-RC-3910. December 16, 1959**

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed, a hearing was held before Chester S. Montgomery, 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.

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 organizations involved claim to represent employees of the Employer.<sup>1</sup>

3. The Intervenor, Local 286, International Brotherhood of Pulp, Sulphite & Paper Mill Workers, AFL-CIO, urges that its current 2-year contract, as amended, is a bar to this proceeding. The Petitioner contends that the contract is not a bar. When the contract was signed on May 16, 1958, there were but two employees in the plant. At the time of the hearing on June 24, 1959, there were about 161 employees in the unit. The contract covers all classifications subsequently filled by the Employer and was implemented through a number of adjustment committee meetings at the conclusion of which the parties executed their agreements as to matters discussed. On May 8, 1959, when there were about 171 employees in the unit, the contracting parties executed a "Stipulation," which in effect modified section IV of the contract, entitled "No Interruption of Work." The Petitioner, in its brief, argues that, under the rule laid down in *General Extrusion Company, Inc., General Bronze Alwintite Products Corp.*, 121 NLRB 1165, the contract is not a bar as it was executed at a time when the Employer did not have a representative and substantial complement of employees, that the amendment or amendments thereto, which did not constitute the execution of a new contract, may not operate to correct the infirmity of the basic contract, and that the case of *Carbide & Carbon Chemicals Division, Union Carbide and Carbon Corporation*, 98 NLRB 270, which was not overruled by *General Extrusion*, supports its position. We agree with these contentions. Accordingly, we find that the contract is not a bar. The case of *Arvey Corporation (Transo Envelope Company Division)*, 122 NLRB 1640, which is inconsistent herewith, is therefore hereby overruled.

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<sup>1</sup> In the absence of a stipulation, we find, upon the record, that the Petitioner is a labor organization within the meaning of the Act. Local 286, International Brotherhood of Pulp, Sulphite & Paper Mill Workers, AFL-CIO, intervened on the basis of its contract.

4. The following employees of the Employer, as stipulated by the parties, 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 of the Employer at its Riverside, New Jersey, plant, excluding all office clerical employees, plant clerical employees, salaried employees, watchmen, guards, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

CHAIRMAN LEEDOM took no part in the consideration of the above Decision and Direction of Election.

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**American Federation of Television and Radio Artists, AFL-CIO  
and L. B. Wilson, Inc. (Radio Station WCKY)**

**Cincinnati Local, American Federation of Television and Radio  
Artists, AFL-CIO and L. B. Wilson, Inc. (Radio Station  
WCKY).** *Cases Nos. 9-CC-131 and 9-CC-132. December 17,  
1959*

**DECISION AND ORDER**

On August 28, 1958, Trial Examiner Charles L. Ferguson issued his Intermediate Report in the above-entitled proceeding, finding that the Respondents had not engaged in and were not engaging in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed in its entirety, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the General Counsel and the Charging Party filed exceptions to the Intermediate Report; the General Counsel, the Charging Party, and the Respondents also filed briefs.

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in the case, and hereby adopts only the findings of the Trial Examiner, but not his conclusions or recommendations.

*Introductory statement of facts:* The record shows, and the Trial Examiner found, that the significant evidentiary facts are as follows: In the summer of 1957 the Respondents, dissatisfied with the results of their contract negotiations with radio station WCKY, proceeded to authorize a strike of WCKY's 11 staff announcers, and to appeal for support to the advertising agencies and sponsors who