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Neptune Meter Co. and Local 824, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America,¹ Petitioner and Local 306, International Union of Electrical, Radio and Machine Workers, AFL-CIO, and International Union of Electrical, Radio and Machine Workers, AFL-CIO,² Intervenors. Case 29-RC-442. December 30, 1966

DECISION AND ORDER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before Hearing Officer Roland Watson of the National Labor Relations Board. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The Petitioner, the Intervenors, and the Employer filed briefs.

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 McCulloch and Members Jenkins and Zagoria].

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 employees of the Employer.
3. No question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Sections 9(c)(1) and 2(6) and (7) of the Act for the following reasons:

Prior to 1962, the Employer recognized an independent union as the collective-bargaining representative of its factory employees in Long Island City, its foundry employees in Maspeth, Long Island, and its clerical employees at both the factory and the foundry. In 1962, the factory and foundry employees voted to affiliate with Local 463, IUE, AFL-CIO, an amalgamated local which represented employees in about 40 shops. Thereafter, the Employer entered into collective-bargaining contracts with Local 463 for two bargaining

¹ Hereinafter referred to as the Petitioner or Teamsters.

² Hereinafter referred to as Local 306, and International, respectively, or the Intervenors.

units, one comprising clerical employees at the factory and foundry and other production and maintenance employees at both installations. As a result of dissension among the employees, a dissident faction sought and obtained a charter from the IUE International for a new local limited to employees of the Employer and designated Local 306. In 1965, new representation elections were held in three bargaining units—clerical, factory, and foundry employees—with both Local 306 and Local 463 on the ballot. Local 306 won the election in the clerical and factory units, and Local 463 in the foundry unit.

Local 463 and the Employer entered into a collective-bargaining agreement for the foundry employees effective from September 9, 1965, through January 31, 1968. However, Local 306 would agree only to a 5-month agreement terminating in January 31, 1966, for the factory and clerical units. At the expiration of this short-term agreement, Local 306 struck, but Local 463 did not; in fact, the leadership of Local 463 directed its members to cross the Local 306 picket lines. The parties stipulated that at this point:

There was such antagonism between the leadership of 463 on the one hand and the leadership of 306 on the other as to seriously interfere (with) if not almost render impossible the conduct of normal collective bargaining between either of the locals on the one hand and the Company on the other.

In order to resolve the conflict between the two locals, the IUE International placed Local 463 under trusteeship. At a subsequent meeting of Local 463 held on March 1, 1966, the membership voted to assign Local 463's collective-bargaining contract with the Employer to the International. Subsequently, on March 28, Local 463, the International, and the Employer signed documents substituting the International for Local 463 as party to the collective-bargaining contract with the Employer, and extending the term of the contract to February 1, 1969. On the following day, the issues which had caused the strike of factory employees were resolved. On April 6, the Employer, the International, and Local 306 executed an agreement by which Local 306 was made a party to the assigned contract together with the International.

On April 15, elections for new shop committeemen were held in the foundry. All the former Local 463 committeemen, who had opposed the transfer of representation from Local 463 to Local 306, were defeated. All employees in the foundry unit have signed dues checkoff authorizations for Local 306.

The Teamsters filed its petition on April 12, 1966, seeking to represent the foundry employees. Both the Employer and the Intervenors

contend that the existing collective-bargaining contract covering these employees is a bar.

The issue in this case is not, as contended by the Petitioner, whether the Board would amend its certificate of representation to substitute Local 306 and the International for Local 463.³ It is, rather, whether there exists a collective-bargaining agreement which under applicable principles constitutes a bar to the instant petition. The facts set forth above establish that on March 28 and April 6, 1966, the Employer and the Intervenors executed documents which constituted on their face a valid collective-bargaining agreement for a period ending February 1, 1969. As to such agreement the petition, filed thereafter on April 12, 1966, was clearly untimely.⁴ In these circumstances, and as no other reason appears why such contract is not a bar, we shall dismiss the petition as untimely filed.⁵

[The Board dismissed the petition.]

³ Cf. *M. A. Norden Co., Inc.*, 159 NLRB 1730; *Gulf Oil Corporation*, 135 NLRB 184.

⁴ *Appalachian Shale Products Co.*, 121 NLRB 1160; *Deluxe Metal Furniture Company*, 121 NLRB 995.

⁵ As it is unnecessary to this Decision, we do not pass upon the question whether the contract between the Employer and the Intervenors constituted a premature extension of the contract between the Employer and Local 463 which has a terminal date of January 31, 1968. See *Deluxe Metal Furniture Company*, *supra*.

Jewel Tea Co. Inc. and Its Operating Divisions, Turnstyle Division and Jewel Food Stores Division and Retail Clerks Union Local No. 1470, Retail Clerks International Association, AFL-CIO, Petitioner and Jewel Tea Co. Inc. and Its Operating Divisions, Turnstyle Division and Jewel Food Stores Division, Employer-Petitioner and United Retail Workers Union. *Cases 38-RC-193 and 38-RM-8. December 30, 1966*

DECISION ON REVIEW

On April 8, 1966, the Regional Director for Region 13 issued a Decision and Direction of Election in the above-entitled proceeding, in which he found appropriate a unit of all employees of the Employer, herein called Jewel Tea, at its two stores located respectively at Davenport, Iowa, and Moline, Illinois, excluding the represented meat department employees, certain other categories, and employees of the licensed departments.

Thereafter, in accordance with Section 102.67 of the National Labor Relations Board Rules and Regulations, Series 8, as amended, the Petitioner in Case 38-RC-193, herein called the Retail Clerks, filed a timely Request for Review of such Decision and Direction of