[*Text*] "The Intervenor [International Association of Bridge, Structural & Ornamental Iron Workers, Local 509 (AFL)] urges a current contract between it and the Employer as a bar to this proceeding. The Petitioner contends that no bar exists as (1) the agreement contains a union-shop provision which is illegal under the Labor Management Relations Act of 1947, and (2) the Petitioner made a timely claim for recognition.

"As to the first contention, the contract provides for union security in various contingencies depending on both State and Federal Law. The contract is inartistically drafted and somewhat ambiguous. However, reading its provisions in their entirety and considering the uncontradicted testimony of the Intervenor's representative as to their meaning (See O. B. Andrews, 86 NLRB No. 11 [24 LRRM 1588]). We believe that it was the mutual intent of the parties to require union membership as a condition of employment only to the extent permited in Section 8 (a) (3) of the Act, and only if and when the Intervenor shall be duly authorized to make such an agreement in a union-shop election conducted under Section 9 (e) of the Act. Construing the contract in accordance with the intent of the parties, we find that the union-shop features of the agreement do not render it inoperative as a bar (Barium Steel and Forge, Inc., 88 NLRB No. 104 [25 LRRM 1355]; Wyckoff Steel Company, 86 NLRB No. 152 [25 LRRM 1062]).

"As to the second contention, on January 21, 1950, the Petitioner sent a letter requesting recognition, dated January 23, and addressed to 'Mr. J. M. Caldwell, Secretary-Treasurer of Snyder Engineering Corporation' at the Employer's business address. The letter was delivered to the Employer's business office. However, as Mr. Caldwell, the addressee, was no longer associated with the company, the letter was marked 'moved' and returned unopened to the post office from which it was returned to the sender. On January 24, the contract was executed by the Employer and the Intervenor. On January 25, the petition was filed. On January 26, the Petitioner sent a second letter addressed to Mr. Lewis L. Snyder, owner, at the Employer's address. The Employer received this letter and denied the request for recognition. We find that the Employer did not have sufficient notice of the Petitioner's claim before the contract was executed, as the Petitioner's first letter was specifically addressed to an individual, and the contents of the letter were not actually known to any agent of the Employer until a later date. (The Carborundum Company, 78 NLRB 91 [22 LRRM 1173]; cf. Belle-Moc, Inc., 81 NLRB 6 [23 LRRM 1293].)"

Representation petition dismissed.

(Panel of HOUSTON, REYNOLDS, and MURDOCK, Members.)

SPORT GIRL CO.—

Decision of NLRB

In re IRVING FELLER, doing business as SPORT GIRL CO. and/or ANNEX SPORTSWEAR, INC. [New York, N. Y.] *and* SNOW SUIT, SKIWEAR, LEGGINS AND INFANTS' NOVELTY WEAR WORKERS' UNION, LOCAL 105, affiliated with INTERNATIONAL LADIES GARMENT WORKERS' UNION (AFL). Case No. 2-RC-1743, July 6, 1950 (90 NLRB No. 133)

PROCEDURE [Sec. 9(c)]

—Regularity and legality of existing contract is presumed for purpose of representation proceeding in which contract is raised as bar to petition by rival union ▶ 61.595

—Evidence on question whether contracting union was majority representative of employees at time it executed contract is not admissible in representation proceeding ▶ 61.642

—Testimony by signatories to collective bargaining contract that contract was executed prior to filing of representation petition by petitioning union and evidence that employees were aware of contract and that contract was being generally enforced prior to filing date of petition is sufficient to establish existence of contract as a bar to new determination of representatives ▶ 61.602

The petitioner seeks a unit of all production employees. The intervenor, Washable Clothing Sportswear and Novelty Workers Union, Local 169, affiliated with Amalgamated Clothing Workers of America (CIO), and the employer contend that a contract executed on June 15, 1949, for a two-year period constitutes a bar to the petition. The petitioner contends that the June 15 contract is not a bar because at the time it was entered into the intervenor did not represent a majority of the employees and because the contract was not executed until after the filing of the petition.

[*Text*] "We find no merit in either of the Petitioner's contentions. With respect to the allegation that the Intervenor did not, on the date when the contract was executed, represent a majority of the employees in the unit, it is the practice of the Board in representation cases, at least so far as the question of a bar to a proceeding is concerned, to presume the legality of a collective agreement and to

▶ *locates related rulings in Cumulative Digest and monthly Classification Guide*

refuse to admit evidence on the question whether at the time the contract was executed a majority of the employees covered by such contract had designated the contracting union as their bargaining representative (Electro Metallurgical Company, 72 NLRB 1396 and cases cited therein [19 LRRM 1291].) The regularity and legality of the 1949 contract, insofar as the majority representation question is concerned, must be presumed for the purpose of this proceeding.

"In support of its contention that the contract was not, in fact, executed until after the petition was filed, the Petitioner produced several witnesses who testified that although the Intervenor's business agent had made visits to the plant after June 15, he never mentioned any contract to them, and that they did not learn of the contract's existence until they reported for work at the conclusion of a strike for recognition which the Petitioner had called on October 24. The Petitioner also relies on two letters sent by Feller to the Intervenor during the strike period, in which Feller, in requesting the Intervenor to take action against the strike, refers to the 1947 agreement rather than the June 15, 1949, contract.

"Against this, however, the record contains the testimony of all signatories to the contract, who stated that it was executed on June 15, 1949, the date specified in the contract. In addition the record contains the testimony of a number of employees who stated that they were aware of the contract in June and that union meetings were held in July and September, at which time the June 15, 1949, contract was discussed. Moreover the record shows that in the period before October 1949, grievances were processed under the contract and the contract was generally enforced."

Representation petition dismissed.

(Panel of HERZOG, Chairman, HOUSTON and STYLES, Members.)

STANDARD GENERATOR SERVICE CO. OF MO., INC.—

Decision of NLRB

In re STANDARD GENERATOR SERVICE COMPANY OF MISSOURI, INC. [St. Louis, Mo.] *and* UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (CIO). Case No. 14-CA-201, July 7, 1950 (90 NLRB No. 131)

Glenn L. Moller, for the General Counsel; C. Willard Max, Clayton, Mo., for respondent; Walter C. Shye, St. Louis, Mo., for the union; Trial Examiner David London.

REFUSAL TO BARGAIN [Sec. 8(a)(5)]

—Employer refused to bargain in violation of amended NLRA by the following conduct which, in its totality, evidenced employer's bad faith in negotiations: (1) Unilateral announcement of wage decrease on day after NLRB election; (2) insistence on contract clauses requiring union officials to make certain broad political and economic pledges; (3) insistence that union post a bond to guarantee its contract performance; (4) failure to invest sufficient authority in its sole negotiator; (5) repudiation of retroactive wage formula agreed to in prior negotiations; and (6) conditioning of proposed wage increase on union's withdrawal of unfair labor practice charges ▶ 54.673 ▶ 54.451 ▶ 54.453 ▶ 54.253 ▶ 54.521 ▶ 54.458

—In absence of evidence that employer adamantly insisted on right to revise wages unilaterally, employer's proposal, made during protracted negotiations, to reserve to itself the right unilaterally to revise wages, did not constitute evidence of bad faith in bargaining ▶ 54.671

—Unilateral wage increase given to employee during protracted negotiations with union was not evidence of bad faith in bargaining where record shows that employer granted such increase as compensation for part-time services as supervisor ▶ 54.671

The union won a representation election on January 12, 1949. On the following day, the employer announced a wage reduction of five cents an hour, effective February 16.

After its certification on February 9, 1949, the union submitted written

▶ *locates related rulings in Cumulative Digest and monthly Classification Guide*