A representation petition was filed on August 12, 1950, by the Petitioner, a labor organization, seeking the representation of the employees of the Respondent, a company engaged in the manufacture of sports products. The petition alleged that no bar existed as to (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 uncontested testimony of the Intervenor's representative as to their meaning, the contract is not a bar to representation.

As to the second contention, on January 21, 1950, the Petitioner sent a letter requesting recognition, dated January 23, and addressed to Mr. Lewis L. Snyder, 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. Snyder had left the company, the letter 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 25, the Petitioner sent a second letter addressed to Mr. Lewis L. Snyder, Secretary-Treasurer of Snyder Engineering Corporation at the Employer's business address. The Employer received this letter and denied the request for recognition. We find that the Petitioner did not have sufficient notice of the contract 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 letter was returned to the sender.

The Petitioner contends that a strike for recognition was called on June 15, 1949, and that the contract entered into by the Employer and the Intervenor on June 15, 1949, is not a bar to representation. 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 to represent cases, at least so far as the question of a bar to proceeding is concerned, to presume the legality of a collective agreement and to disregard the date of the contract.

Representation petition dismissed.

(Panel of Houston, Reynolds, and Mussock, Members.)

Case 26-LR-1743, July 6, 1950 (90 NLRB No. 133)
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.

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.

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.

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...