

In the Matter of SUNRAY OIL COMPANY and OIL WORKERS INTERNATIONAL UNION (CIO)

Case No. 16-R-747.—Decided December 14, 1943

Mr. Edward Howell, of Tulsa, Okla., for the Company.
Mr. B. T. Kirby, of Oklahoma City, Okla., for the Union.
Mr. Joseph W. Kulkis, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by Oil Workers International Union, (CIO), herein called the Union, alleging that a question affecting commerce had arisen concerning the representation of employees of Sunray Oil Company, Tulsa, Oklahoma, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Robert F. Proctor, Trial Examiner. The hearing was held at Oklahoma City, Oklahoma, on November 12, 1943. The Company and the Union appeared, participated and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues, and to file briefs with the Board. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Sunray Oil Company, an Oklahoma corporation, is a wholly owned subsidiary of the Sunray Oil Corporation, a Delaware corporation. The Company has its principal office in Tulsa, Oklahoma, and is engaged in the production, sale, and distribution of crude oil and natural gas, and the refining and marketing of crude oil and its byproducts in and about the States of Oklahoma, Texas, Kansas, and

New Mexico. This proceeding involves the Company's production operations in the immediate vicinity of Oklahoma City, Oklahoma. During the first 6 months of 1943, the Company produced crude oil and natural gas valued at \$1,657,901.61, of which \$1,083,270.85 or 65 percent was produced and sold within the States where produced. During the same period, the Company manufactured and sold from its refinery at Allen, Oklahoma, products valued at \$1,923,366.62, of which \$513,008.91 or 27 percent was sold within the State of Oklahoma and the remainder sold and delivered to States other than the State of Oklahoma. The Company admits, and we find, that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATION INVOLVED

Oil Workers International Union, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On or about September 12, 1943, the Union advised the Company that it represented a majority of the Company's production and maintenance employees at Oklahoma City, Oklahoma, and requested recognition as their exclusive bargaining agent. The Company refused to recognize the Union unless and until the Union has been certified by the Board in an appropriate unit.

A statement of the Field Examiner of the Board, introduced into evidence at the hearing, indicates that the Union represents a substantial number of employees in the unit hereinafter found appropriate.¹

We find that a question affecting commerce has arisen concerning the representation of employees of the Company within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNIT

The Union contends that all production and maintenance employees engaged in the Oklahoma City District of the Company, excluding supervisory and clerical employees, constitute an appropriate unit. The Company, while not disagreeing with the specific composition of the unit, contends that the system-wide unit is more appropriate.

The Company is an integrated oil pool system divided, for organizational purposes, into several districts, each under the direction of a

¹ The report of the Field Examiner shows that the Union submitted 24 authorization cards bearing apparently genuine signatures of persons whose names appear on the September 15, 1943, pay roll of the Company, which contains the names of 35 persons within the alleged appropriate unit.

district superintendent. The conditions of employment are substantially uniform throughout the entire system, and transfers of employees are made both intra- and inter-districtally; however, intra-districtal transfers of personnel are usually of a temporary character, whereas transfers between districts have customarily been of a more permanent nature, and involve a change in pay roll.

Past labor relation matters have been referred to district superintendents for disposition, subject to review of general headquarters of the Company. The jurisdiction of the Union has been limited to the employees of the Company in the Oklahoma City District, and it has not attempted to organize employees other than those in that district. We are of the opinion that the extent of which the Union has organized the employees of the Company and the administrative set-up of the Company indicates the present feasibility of the district unit.² Our finding, in this regard, does not preclude a later finding that a larger, more inclusive unit is appropriate.

We find that all production and maintenance employees engaged in the Oklahoma City District of the Company, excluding the field engineer,³ clerical employees, and all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of the employees, or effectively recommend such action, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the question concerning representation which has arisen be resolved by an election by secret ballot among the employees in the appropriate unit who were employed during the pay-roll period immediately preceding the date of our Direction of Election herein, subject to the limitations and additions set forth in the Direction.

DIRECTION OF ELECTION

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 3, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Sunray Oil Company, Oklahoma City, Oklahoma, an election by secret ballot shall be

² *Matter of Texas Empire Pipe Line Company*, 19 N. L. R. B. 631.

³ Both parties agree that this employee should be excluded, but on different grounds; the Company contending that he is a technical employee and the Union contending that he is a supervisory employee. We do not deem the determination of this disagreement necessary since either ground would warrant his exclusion.

conducted as early as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Sixteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations, among the employees in the unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but excluding employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, to determine whether or not they desire to be represented by the Oil Workers International Union (CIO), for the purposes of collective bargaining.

MR. GERARD D. REILLY took no part in the consideration of the above Decision and Direction of Election.