3. The Intervenor contends that no question concerning representation exists as the Employer recognized it as the representative of the employees involved herein on April 25, 1951, after the Intervenor had submitted proof of its alleged majority status. The record reveals, however, that the Employer recognized the Intervenor after the Petitioner had requested recognition, on April 17, 1951, and after the filing of the petition herein. Moreover, even if the Employer had recognized the Intervenor before the Petitioner's request for recognition, it is well-established that a mere statement of recognition, not consummated in a collective bargaining agreement, will not bar a current determination of representatives.[8]

Accordingly, we find that a question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. We find, in accordance with the agreement of the parties, that all operating and maintenance employees employed at the Employer's Corpus Christi, Texas, plant, excluding office and clerical employees, professional employees, watchmen and guards, and all supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

[Text of Direction of Election omitted from publication in this volume.]

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the Petitioner and the Intervenor exist for the purposes of representing employees and dealing with employers concerning wages, hours, and other working conditions, we find that they are labor organizations within the meaning of Section 2 (5) of the Act.

[8] The Board has repeatedly held that even an executed collective bargaining agreement which does not contain the usual substantive provisions concerning conditions of employment cannot operate as a bar to a determination of representatives. *R–P & C Valve Division and Reading Steel Casting Division of the American Chain and Cable Company, Inc*, 94 NLRB 1023; *Independence Lumber & Manufacturing Company, Inc.*, 93 NLRB 1353; *The Laclede Gas Light Company*, 76 NLRB 199, and cases cited therein.

UNION OIL COMPANY OF CALIFORNIA, PETITIONER *and* INDEPENDENT UNION OF PETROLEUM WORKERS and LOCAL UNION 248, PETROLEUM DRIVERS AND HELPERS, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, AFL.
Case No. 21–RM–192. October 19, 1951

Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Harry G. Carlson, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 Herzog and Members Houston and Murdock].

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 certain employees of the employer.

3. A question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. Local Union 248, Petroleum Drivers and Helpers, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, herein called the Teamsters, contends that the production and maintenance employees at the Employer's Del Valle absorption and compressor plant constitute an appropriate unit. Independent Union of Petroleum Workers, herein called the Independent, asserts that these employees are included in a California-wide unit of field operations employees which it now represents. The Employer is neutral.

Since 1945, the Employer has bargained collectively with the Independent for a State-wide unit of field operations employees. About January 1, 1951, the Employer purchased the Del Valle gas processing facilities from the Del Valle Gasoline Company which since 1947 had bargained collectively for its employees with the Teamsters. In taking over the new plant, the Employer made no promise to employ existing employees, but it did hire all the Del Valle Company's nonsupervisory employees who desired employment and were able to meet the Employer's physical requirements. Twenty-five of 32 former Del Valle Company employees were hired by the Employer. Although it did not assume the obligations of the existing collective bargaining contract between the Del Valle Company and the Teamsters, the Employer has made no changes in conditions or terms of employment which existed under that contract, except to increase wages.[1]

The Del Valle plant is now part of the Employer's Ventura Division whose other field operations employees are represented by the Independent.

[1] The contract between the Teamsters and Del Valle Gasoline Company was effective to January 4, 1951, and from year to year thereafter, in the absence of 60 days' notice by either party to terminate, modify, or amend. No such notice was given before the first anniversary date. The Employer filed its petition on July 16, 1951. The *Mill B* date of the contract as renewed (*Mill B, Inc*, 40 NLRB 346) is less than 30 days from the date of this decision. In view of this fact, we find, although no specific contention to that effect was made, that this contract is not a bar. *Dictaphone Corporation*, 90 NLRB 962.

In view of the bargaining history on a separate plant basis, we believe that the employees at the Del Valle plant may constitute a separate unit. On the other hand, they may also be included with other field operations employees in a State-wide unit. In these circumstances, we shall make no unit determination until we have first ascertained the desires of the employees involved. If a majority vote for the Teamsters, they will be taken to have indicated their desire to continue as a separate unit. If a majority vote for the Independent, they will be taken to have indicated their desire to be included in the State-wide unit now represented by the Independent and the latter may bargain for them as part of such unit.

We shall direct an election among the following employees:

All production and maintenance employees at the Del Valle absorption and compresser plant of the Employer, Los Angeles County, California, including roustabouts, assistant operators, maintenance repair men, mechanics, chemists, boiler foremen, pipefitters, and carpenters, but excluding office and clerical employees, watchmen, guards, professional employees, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication in this volume.]

THE MOUNTAIN COPPER COMPANY, LTD.[1] *and* UNITED STEELWORKERS OF AMERICA, CIO, PETITIONER. *Case No. 20–RC–1334. October 22, 1951*

Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Benjamin B. Law, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 Herzog and Members Reynolds and Murdock].

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[2] involved claim to represent certain employees of the Employer.[3]

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[1] The name of the Employer is hereby amended to show its correct designation.

[2] The Petitioner contends that Local No. 391, International Union of Mine, Mill and Smelter Workers, has ceased to exist since March 13, 1951, the date on which a vote with respect to the alleged schism took place, and hence is no longer a labor organization within the meaning of the Act. Local No. 391 has represented the bulk of the Employer's employees for the purpose of collective bargaining for a number of years, and the Petitioner admits that this local was a labor organization prior to March 13, 1951. The Employer, apparently still regarding the local as capable of representing the employees at its plant, continues to deduct dues from the employees' salaries in accordance with