

privileges and immunities which flow therefrom—notwithstanding long and continued recognition by an employer³ or the existence of a current agreement.⁴ However, as this Petitioner was certified by the Board in 1944 as the representative of these employees, and because the record discloses a continuous and harmonious history of collective bargaining which assumes the current validity of that certification, we find that the contract now in existence between the Employer and the Petitioner, covering the very employees among whom an election is now sought, is a bar to an election at this time. Accordingly, we shall dismiss the petition.

Order

IT IS HEREBY ORDERED that the petition filed herein be, and it hereby is, dismissed.

³ *General Box Company*, 82 NLRB 678.

⁴ *California Association of Employers*, 89 NLRB 1558. See also *Acme-Evans Company, Inc.*, 90 NLRB 2107, where it was urged that the petitioning incumbent union was the legal successor in interest to the rights of its predecessor, including its Board certification issued 6 years prior. The Board overruled this contention, stating in effect that nothing either in the Act or in Board policy precluded the petitioner from seeking a certification in its own name.

WEST COAST LOADING CORPORATION and UNITED STEELWORKERS OF AMERICA, CIO, PETITIONER. *Case No. 21-RC-2706. November 13, 1952*

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 Carl Abrams, 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 Murdock and Peterson].

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 organization involved claims 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. We find, substantially in accord with the stipulation of the parties, that the appropriate unit comprises all production and maintenance employees, excluding executive, administrative, professional, technical, office and clerical employees, plant guards, watchmen, and all supervisors as defined in the Act.

5. The Employer contends that the petition should be dismissed and no election directed at this time inasmuch as the plant is neither fully staffed nor in actual production. The Petitioner contends that a representative number of employees is working in all classifications, that the date when the plant will be in full production is uncertain and speculative, and that, hence, an election is proper at this time.

The record shows that the Employer commenced operations about mid-June of 1952. Pursuant to a contract with the United States Government, the Employer is presently engaged in producing, for experimental purposes, approximately 300 illuminating shells per day, which are turned over to Government agencies for testing. There are approximately 29 employees engaged in this experimental production. The contract also provides that if, and when, one of the shells so produced meets with the approval of the testing agencies, the Employer will then promptly proceed to engage in the production, on a full-scale basis, of such an approved shell.¹ In that event, the Employer estimates that it will require the services of between 190 and 200 workers, and that it will add the additional employees to its present working force at the rate of approximately 20 per month. No new job classifications will be created,² however, but there will be a "split" of some of the existing job classifications into composite parts.³ For example, "helper" or "assistant" classifications will be added to existing standard classifications. There are 1 or more employees presently doing work in all such major job classifications.

Upon the foregoing facts, we are of the view, in agreement with the Petitioner, that the date at which the expansion from an experimental stage to full production is clearly speculative, and that moreover, the present complement is a representative segment, classification-wise, of the employees to be employed in the full-scale production operations. Therefore, there exists no reason for depriving the employees now working of their rights to bargain collectively with the

¹ The Employer refused to estimate a production-expansion date, stating that it might be a month or 6 months, and intimating that it might well be considerably longer.

² The record produces testimony that presently the following classifications are represented: Subassembly, leadman, machine operator, maintenance, truck driver, storekeeper, inspector, and janitor.

³ In addition to the diversification of the inspector and maintenance classifications, it is contemplated that the following classifications will be established: Final assembler, leadwoman, maintenance helper, truck driver helper, assistant storekeeper, and material handler.

Employer as provided in the Act.⁴ We shall, accordingly, adhere to our customary policy of directing an immediate election.

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

⁴ *Oliver Iron and Steel Corp., Berry Division*, 98 NLRB 20; *Ford Motor Co., Aircraft Division*, 96 NLRB 1075.

BELLMAN BROOK BLEACHERY CO. and UNITED TEXTILE WORKERS OF AMERICA, AFL, PETITIONER

BELLMAN BROOK BLEACHERY CO. and TEXTILE WORKERS UNION OF AMERICA, CIO, UNITED TEXTILE WORKERS OF AMERICA, AFL.
Cases Nos. 2-RC-4866 and 2-RM-418. November 13, 1952

Decision and Direction of Election

Upon petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before Milton A. Shaham, 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 these cases to a three-member panel [Members Houston, Murdock, and Styles].

Upon the entire record in these cases, 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. The Textile Workers Union of America, CIO, herein termed the Textile Workers CIO, and the Employer are parties to a collective-bargaining contract covering the employees in the unit sought herein. This contract was executed October 29, 1951, to be effective as of October 1, 1951, and to extend until September 30, 1953. The Textile Workers CIO contends this contract bars an election at this time. The United Textile Workers of America, AFL, herein termed the Textile Workers AFL, asserts that a schism has occurred preventing the contract from barring the instant petitions. The Employer is neutral on the subject.

On or about May 12 or 13, 1952, the executive board of Local 707, which consists of the employees of the Employer's plant, called a special membership meeting of that Local for May 15 to determine whether or not it should remain affiliated with the Textile Workers