

**Dierks Forests, Inc. and International Woodworkers of America, CIO, Petitioner.** *Cases Nos. 32-RC-832, 32-RC-833, 32-RC-840, and 32-RC-841. August 11, 1955*

### DECISION AND DIRECTION OF ELECTIONS

Upon separate petitions filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before Joseph W. Bailey, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 organization involved claims to represent certain employees of the Employer.
3. A question affecting commerce in each of the above-numbered cases 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. The following employees of the Employer constitute appropriate units for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:<sup>1</sup>

(a) *Case No. 32-RC-832*: All production and maintenance employees at the Employer's Broken Bow, Oklahoma, plant, including truckdrivers but excluding all clerical employees, the superintendent, foreman, assistant foreman, dry kiln operators, shipping clerks, head machinist, head electrician, head saw filer, plant engineer, civil engineers, surveyors, armed guards, watchmen, and all supervisors as defined in the Act.<sup>2</sup>

(b) *Case No. 32-RC-833*: All production and maintenance employees in the logging department at the Employer's Clebit and Broken Bow, Oklahoma, operations, including the train crew but excluding office clerical employees, armed guards and watchmen, professional and technical employees, and supervisors as defined in the Act.

(c) *Case No. 32-RC-840*: All production and maintenance employees at the Employer's Wright City, Oklahoma, operation, including truckdrivers but excluding the superintendent, foreman, assistant foreman, dry kiln operators, shipping clerks, head electrician, head machinist, head saw filer, plant engineer, civil engineer, surveyors, clerical and store employees, professional and technical employees, armed guards, watchmen, and all supervisors as defined in the Act.

<sup>1</sup> The units appear as stipulated by the parties.

<sup>2</sup> The parties agree that the head mechanic and head machine operator are supervisors.

(d) *Case No. 32-RC-841*: All production and maintenance employees, including truckdrivers, mill and logging employees at the Employer's Dierks, Arkansas, operation, but excluding the superintendent, foreman, assistant foreman, dry kiln operators, shipping clerks, head machinist, head electrician, head saw filer, plant engineer, civil engineer, surveyors, armed guards, watchmen, all clerical and store employees, professional and technical employees, and supervisors as defined in the Act.<sup>3</sup>

[Text of Direction of Elections omitted from publication.]

<sup>3</sup> The parties agree that the traveling construction crew is not included in any of the above units.

**Solventol Chemical Products, Inc. and Local 292, Sheet Metal Workers International Association, AFL, Petitioner. Case No. 7-RC-2811. August 12, 1955**

### 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 L. L. Porterfield, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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.

The Petitioner requests an election in a unit of all production and maintenance employees. The Employer and the Intervenor, Local 365, United Construction Workers, affiliated with United Mine Workers of America, contend that their current contract covering essentially the unit petitioned for, and which the Intervenor contends is effective until May 15, 1956, is a bar. The contract provides that "The Company recognizes the Union as the sole and exclusive bargaining agency for all factory employees," and contains provisions covering wages, grievance procedure, seniority, hours, vacations, and other conditions of work. In addition, the contract states as follows:

Both the Company and the Union feel that the greatest amount of harmony will exist, that better labor relations will prevail and that the employees' interests will be more adequately represented