

Ocoma Foods Company, Division of Omaha Cold Storage Company, Petitioner and Ocoma Employees Association and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO

Ocoma Foods Company, Division of Omaha Cold Storage Company and Ocoma Employees Association, Petitioner. Cases Nos. 32-RM-55 and 32-RC-887. April 16, 1956

DECISION AND DIRECTION OF ELECTION

Upon separate petitions filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held in these cases before Vivian E. Burks, 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 organizations involved claim to represent certain employees of the Employer.¹

3. On July 9, 1955, Ocoma Employees Association, herein called the Association, by letter to the Employer, requested recognition as bargaining representative of the Employer's employees herein involved. The request was denied. On August 2, 1955, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, herein called the Meat Cutters, orally requested the Employer to recognize it as the bargaining representative of the same employees. As a result of the two conflicting claims for recognition, the Employer filed its petition herein on August 25, 1955, seeking a determination of the bargaining representative of these employees. On November 10, 1955, the Employer and the Meat Cutters executed a memorandum of agreement briefly covering wages, hours, and working conditions; and on November 11, 1955, they executed a complete collective-bargaining contract to be effective November 14, 1955, which incorporated the terms of the memorandum of agreement. Thereafter on November 23, 1955, the Association filed its petition herein.

The Meat Cutters contends that its November 1955 contract² with the Employer is a bar to this proceeding because on the date the contract was signed the Association had no petition pending before the

¹ We find without merit the Meat Cutters' contention that the Association is not a labor organization. The Association was organized, and exists, for the purpose of dealing with the Employer on behalf of its employees concerning terms and conditions of their employment. See *Thomas L. Green & Company, Inc.*, 103 NLRB 1023.

² The Association questioned the authenticity of this contract. We do not pass upon this contention because, as explained in the text, the contract, if authentic, cannot bar this proceeding.

Board. The Association contends that the contract is not a bar; and the Employer takes no position in the matter. As indicated above, when the Employer was presented with claims by the Association and Meat Cutters for recognition, it sought to resolve the conflicting claims by filing its petition with the Board on August 25, 1955. This petition raised a valid question concerning representation³ and was still pending at the time the contract was executed. Accordingly, as the Intervenor's contract was executed after the filing of the Employer's petition and while a valid question concerning representation existed, we find that the contract is not a bar to a present determination of representatives.⁴

We find, therefore, 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 that the following employees at the Employer's Berryville, Arkansas, plant constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

All production⁵ and maintenance employees, including poultry pickup men, truckdrivers hauling live poultry to the plant, engineers, and cleanup men, but excluding office clerical employees, salesmen, poultry buyers, poultry servicemen, over-the-road transport drivers hauling dressed poultry, animal feed department employees, watchmen, guards, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

³ See *The Pantasote Company*, 103 NLRB 1271.

⁴ See *Treadwell Engineering Company*, 106 NLRB 898; *Forney Engineering Corporation*, 88 NLRB 204; and *United States Time Corporation*, 86 NLRB 724.

⁵ The parties stipulated that production employees include feeders, killers, receivers, picking room, drawing operation, cutting and packing, over-wrapping, freezer, and load-out employees.

Raybestos Manhattan, Inc. and United Rubber, Cork, Linoleum, and Plastic Workers of America, AFL-CIO, Petitioner. Case No. 11-RC-810. April 16, 1956

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 Harold X. Summers, 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 National Labor Relations Act.