complete as to substantially stabilize labor relations between the parties, even though it leaves the wage provision for future negotiation. The 1951 contract therefore constitutes a bar.[1]

The contract provides that employees covered by the agreement shall:

> within thirty (30) days after the date of execution of this Agreement, or in the case of new employees, within thirty (30) days after the date of employment, become members in good standing in the Union. . . .
>
> The Company will, within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union, as required in the preceding paragraph.

The Petitioner argues that both these clauses are unlawful. Although the contract uses the phrase "within thirty (30) days" rather than the statutory phrase, "on or after the thirtieth day following" in designating an employee's grace period for joining the Intervenor, we believe that the former phrase grants to employees the full statutory period in which to join the incumbent union.[2]

The further contention that the second clause is unlawful because it permits discharge on some ground other than an employee's failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership is also without merit. This argument assumes illegality, whereas the proper assumption is one of legality: that the obligation to discharge extends only to situations recognized as valid by statute.

As the petition was filed after the signing of the 1951 agreement, we find that it is a bar to the present proceeding. We shall therefore dismiss the petition.

Order

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

[1] *Pillsbury Mills, Inc.*, 92 NLRB 172; *Pullman Standard Car Manufacturing Co.*, 51 NLRB 661.

[2] *Owens-Illinois Glass Company*, 96 NLRB 640.

KENNECOTT COPPER CORPORATION *and* CONRAD H. ROGERS, PETITIONER.
Case No. 33–R–279. February 13, 1952

Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Byron E. Guse, hearing offi-

cer. 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 [Members Houston, Murdock, and Styles].

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 [1] and the individual involved claim to represent employees of the Employer.

3. No 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, for the following reasons: [2]

Rogers, the petitioning individual, seeks to represent a unit consisting of himself and two brickmasons employed in the Employer's mechanical department. The record indicates that one helper is regularly assigned to help the brickmasons and that several others spend a majority of their time as bricklayer helpers. It is the contention of the Intervenors that Rogers is, in fact, a supervisor within the meaning of the amended Act and therefore cannot represent employees of the Employer for purposes of collective bargaining. The brickmasons are under the supervision of the master mechanic and his assistant who also supervise the various other categories of employees in the mechanical department, including smelter mechanics, burners, repair men, pipefitters, and blacksmiths. Rogers is classified as a leadman brickmason. He spends approximately 25 percent of his time doing the work of a brickmason and the remainder laying out work, assigning the brickmasons and their helpers to specific jobs, and directing them in the performance of their duties. No other individual is immediately responsible for the supervision of these employees. Rogers testified that when additional bricklayers are needed to help the brickmasons he requests his superior to assign helpers from other departments and informs his superior when they are no longer needed. He also testified that he has authority to permit the two brickmasons to work overtime or on their days off. On the basis of these facts we find that Rogers responsibly directs the brickmasons with whom he works and is a supervisor within the meaning of the amended Act.[3]

[1] At the hearing International Union of Mine, Mill and Smelter Workers, and Local 890, International Union of Mine, Mill and Smelter Workers, hereinafter called the Intervenors, were permitted to intervene on the basis of their contractual interest in these employees.

[2] In view of our decision herein we find it unnecessary to pass upon the several motions of the Intervenors to dismiss the petition on the ground, among others, that the unit sought is inappropriate for purposes of collective bargaining

[3] *Goar's Service and Supply*, 85 NLRB 219; *Oil City Iron Works*, 92 NLRB 1293.

The Board has held that a supervisor cannot act as a representative of employees to decertify a union.[4] Nor can an employer's supervisor represent its employees for purposes of collective bargaining.[5] Accordingly, the Intervenors' motion to dismiss the petition for this reason is hereby granted.

Order

IT IS HEREBY ORDERED that the petition in this case be, and it hereby is, dismissed.

[4] *Clyde D. Merris*, 77 NLRB 1375.
[5] *Douglas Aircraft Company, Inc.*, 53 NLRB 486.

OCEAN TOW, INC., PETITIONER *and* SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA *and* PACIFIC COAST MARINE FIREMEN, OILERS, WATERTENDERS AND WIPERS ASSOCIATION. *Case No. 19–RM–77. February 13, 1952*

Decision and Direction of Elections

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Donald D. McFeely, 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.

Pacific Coast Marine Firemen, Oilers, Watertenders and Wipers Association, herein called the Marine Firemen, contends that a memorandum of agreement which it signed with the Employer on March 20, 1951, is a bar to this proceeding. Seafarers International Union of North America, Atlantic and Gulf Districts, affiliated with the American Federation of Labor, herein called the SIU, joins the Employer in opposing the Marine Firemen's motion to dismiss the petition on this ground.

The Employer is engaged in operating freight vessels. It started business in January 1951, with the purchase of two vessels, the *Alaska Cedar* and the *Alaska Spruce*. At that time, the Employer intended to join the Pacific American Shipowners Association, now known as