

In the Matter of STORY AND CLARK PIANO Co. and UNITED AUTOMOBILE
WORKERS OF AMERICA, A. F. L.

Case No. 7-R-1785.—Decided November 11, 1944

Mr. Leonard C. Bajorck, of Chicago, Ill., for the Company.

Mr. Clyde Sands, of Grand Haven, Mich., and *Mr. Walter Campbell*,
of Muskegon Heights, Mich., for the A. F. L.

Meyers & Baker, by *Mr. Hart E. Baker*, of Chicago, Ill., and *Mr.*
Raymond E. Barlow, of Grand Rapids, Mich., for the C. I. O.

Mr. Robert Silagi, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF CASE

Upon a petition duly filed by United Automobile Workers of America, A. F. L., herein called the A. F. L., alleging that a question affecting commerce had arisen concerning the representation of employees of Story and Clark Piano Co., Grand Haven, Michigan, herein called the Company,¹ the National Labor Relations Board provided for an appropriate hearing upon due notice before Robert J. Wiener, Trial Examiner. Said hearing was held at Grand Haven, Michigan, on October 3, 1944. The Company, the A. F. L., and the United Furniture Workers of America, C. I. O., herein called the C. I. O., appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded an opportunity to file briefs with the Board.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Story and Clark Piano Co. is presently engaged in the manufacture of glider parts at its plant in Grand Haven, Michigan. During the

¹ Upon a stipulation made at the hearing, the formal title and all pleadings were corrected to show the name of the Company as it appears herein.

fiscal year ending June 30, 1944, the Company purchased raw materials, consisting in part, of lumber, plywood, and glue, the value of which was about \$345,000. Of this amount approximately \$311,000 represents raw materials purchased from sources located outside the State of Michigan. During the same period the Company sold finished products valued in excess of \$800,000, of which about \$80,000 worth was sold outside the State of Michigan.

The Company admits that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

United Automobile Workers of America, affiliated with the American Federation of Labor, is a labor organization admitting to membership employees of the Company.

United Furniture Workers of America, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

III. THE ALLEGED QUESTION CONCERNING REPRESENTATION

On or about February 5, 1941, the Company and the C. I. O. executed a contract whereby the C. I. O. was recognized as exclusive bargaining agent for all the employees of the Company with certain minor exceptions not relevant to this discussion. Said contract was to expire on March 1, 1942, and contained an automatic renewal clause under which it was renewable from year to year, subject to defeasance upon written notice by either party 60 days prior to the expiration of any yearly contract. No such notice was ever given and, accordingly, the contract renewed itself three times, most recently in 1944. By letter dated May 23, 1944, the A. F. L. notified the Company that it represented a majority of the Company's employees and requested recognition as their exclusive bargaining representative. Two days later the Company informed the A. F. L. that it was unable to grant the request because of its contract with the C. I. O. Upon receipt of the A. F. L.'s claims, however, the Company broke off its current negotiations with the C. I. O. for modification of some of the terms of the contract.

Both the Company and the C. I. O. urged their contract as a bar to a present investigation into the question concerning representation. The A. F. L. argues that no such effect should be given to the existing contract, alleging that the entire membership of the C. I. O. has changed affiliation and that the A. F. L. presently represents all employees of the Company. The A. F. L. bases its contention upon an exhibit, in evidence, which contains a statement of the Regional Director concerning the claims of authorization for the purpose of repre-

sentation.² However, the record does not show the dissolution of the C. I. O., nor does it establish an equivalent defection of its membership. Standing alone, the A. F. L.'s submission of authorization cards cannot be regarded as conclusive evidence of a change in allegiance by C. I. O. membership, nor can the failure of the C. I. O. to introduce such cards be so regarded, since it is our well established practice that a party to a current contract need not produce authorization cards in order to be granted permission to intervene, but may, as in the instant case, rely upon its contract as evidence of its representation. In the absence of any supporting evidence in the present record, we are unable to find that the C. I. O. is defunct or otherwise incapable of administering its contract.

In view of the fact that the A. F. L.'s claim to representation was first made about 3 months after the last renewal of the contract took effect and nearly 5 months after the period set by the contract for the giving of notice to terminate, we find that petitioner's claim is not timely.³ We therefore find that the contract is a bar to a present-determination of representatives. This finding, however, in no way prejudices the right of the A. F. L. to renew its petition within a reasonable time before the said contract expires.

ORDER

Upon the basis of the foregoing findings of fact, the National Labor Relations Board hereby orders that the petition for investigation and certification of representatives of employees of Story and Clark Piano Co., Grand Haven, Michigan, filed by United Automobile Workers of America, A. F. L., be, and it hereby is, dismissed.

² The Regional Director reported that the A. F. L. submitted 56 application-for-membership cards, all of which bore apparently genuine original signatures; that the names of all persons appearing on the cards were listed on the Company's pay roll of July 23, 1944, which contained the names of 65 employees in the appropriate unit; and that the cards were dated during the month of May 1944. Although requested by the Regional Director, the C. I. O. failed to submit any authorization cards but relies upon its contract as evidence of its showing of representation among the Company's employees.

³ The fact that the Company and the C. I. O. were negotiating a modification of their contract at the time the A. F. L. presented its claim does not make the latter's claim timely, since the negotiations were conducted pursuant to a clause in the contract which permitted an adjustment of wage rates during the term of the contract. See *Matter of Green Bay Drop Forge Company*, 57 N. L. R. B. 1417.