

In the Matter of MICHIGAN BELL TELEPHONE COMPANY, EMPLOYER AND  
PETITIONER *and* MICHIGAN DIVISIONS NO. 43 AND 44, COMMUNI-  
CATIONS WORKERS OF AMERICA (AFFILIATED WITH THE CIO), UNIONS

*Cases Nos. 7-RM-23, 7-RM-24, and 7-RM-25.—Decided July 21, 1949*

DECISION

AND

ORDER

Upon separate petitions duly filed, a consolidated hearing was held before Cecil Pearl, hearing officer of the National Labor Relations Board. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The Employer's request for oral argument is hereby denied, as the record and briefs filed by both parties in our opinion, adequately present the issues and the positions of the parties.

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.
2. The Unions are labor organizations claiming to represent employees of the Employer.
3. The alleged question concerning representation:

The Employer and the Unions have collective bargaining agreements covering the employees of the Employer's Traffic Department, Accounting Department, and Plant Department, named in the instant petitions. These agreements were executed for a period of 1 year. The contract covering employees of the Traffic and Accounting Departments has a termination date of December 15, 1949, while the contract pertaining to Plant Department employees is to terminate on December 30, 1949.

At the time these agreements were executed Communications Workers of America, the parent national labor organization with which the Unions are affiliated, herein called CWA, was an independent. How-

ever on May 9, 1949, as the result of a referendum conducted among CWA members, CWA was issued a charter by, and became an affiliate of, the CIO. On May 10, 1949, the Employer advised the Union by letter that it regarded the affiliation of CWA with the CIO as having given rise to a question of representation, and suggested that the question be resolved by the submission of new dues check-off authorization cards. The Employer further stated that pending resolution of the alleged question of representation, it would withhold the checked-off dues and place them in escrow. Receiving no reply to its letter, the Employer filed the present petitions on June 3, 1949.

The Unions contend that their recent contracts described above bar a present determination of representatives.<sup>1</sup>

The Employer, on the other hand, contends that the affiliation of CWA with the CIO has so changed the character of the contracting unions as to create substantial doubt that they remain the chosen representatives of its employees, and that in these circumstances the contracts in question cannot bar an election at this time.

The Employer seeks to bring this case within one of the exceptions to the Board's general policy that in the interest of industrial stability it will permit a valid subsisting collective bargaining agreement to bar, for a reasonable period, a new determination of representatives among the employees covered by such agreement. That exception has arisen in cases in which a change in the structure or affiliation of the contracting union so modified the character of that union that a real doubt arose as to whether it remained the labor organization which the employees desired to represent them. In such cases, the Board has directed that the doubt be resolved by an immediate election, despite the existence of the contract.<sup>2</sup>

We do not view this principle as in any way applicable to the facts in the instant case. In all of the cases relied upon by the Employer something considerably more substantial than a mere change in the affiliation of the contracting union's *parent organization*, such as is present here, had occurred. Thus, in many of these cases,<sup>3</sup> the facts disclosed a schism in the contracting union, resulting in the establishment of a new union which challenged the representative status of the

<sup>1</sup> The Unions also argue that no "claim" has been made upon the Employer for recognition as the representative of the Employer's employees within the meaning of Section 9 (c) (1) (B), and therefore the Board is without jurisdiction to entertain an employer petition. As we are dismissing the petitions on another ground, hereinafter discussed, we find it unnecessary to rule upon this contention.

<sup>2</sup> See cases cited, *infra*, footnotes 3 and 4.

<sup>3</sup> For example, see *Matter of Pittsburgh Plate Glass Company, Columbia Chemical Division*, 80 N. L. R. B. 1331; *Matter of Jasper Wood Products Company, Inc.*, 72 N. L. R. B. 1306; *Matter of Foley Lumber & Export Corporation*, 70 N. L. R. B. 73; *Matter of Carson Pirie Scott & Company*, 69 N. L. R. B. 935; *Matter of Sealed Power Corporation*, 41 N. L. R. B. 1225.

existing local. In others of these cases,<sup>4</sup> the old contracting union abandoned its representative status or was voted out of existence by its members. It is true that in some instances the schism in, or demise of, the contracting union was provoked by a change in the affiliation of that union or of its parent organization. But we are aware of no case in which the Board applied the rule here urged by the Employer where a change in affiliation of the parent union, without more, was all that occurred.

The record in the instant case is barren of any evidence that the affiliation of CWA with the CIO has had any effect upon the structure, functions, or membership of Divisions 43 and 44, CWA, the local contracting Unions. So far as appears in the record, the officers, constitution, bylaws, and bargaining authority of these Unions remain unaffected by the affiliation. There has been no schism in these Unions; and no other labor organization intervened in this proceeding to challenge their representative status.

In these circumstances we perceive no reason for not regarding the 1948 collective bargaining agreements between the Employer and Divisions 43 and 44, CWA, which have a substantial period yet to run, as bars to a present determination of representatives.<sup>5</sup>

Accordingly, we find 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, and we shall therefore dismiss the petitions.

### ORDER

Upon the basis of the entire record in this case, the National Labor Relations Board hereby orders that the petitions filed in the instant matter be, and they hereby are, dismissed.

MEMBER HOUSTON took no part in the consideration of the above Decision and Order.

<sup>4</sup> For example, see *Matter of Riggs Optical Company, Consolidated*, 77 N. L. R. B. 265; *Matter of Illinois Gear & Machine Company*, 53 N. L. R. B. 179; *Matter of Brenizer Trucking Company*, 44 N. L. R. B. 810; *Matter of Olive & Myers Manufacturing Company*, 59 N. L. R. B. 650; *Matter of United Stove Company*, 30 N. L. R. B. 305.

<sup>5</sup> The Employer also contends that the absorption of the Telephone Workers Organizing Committee, CIO, by CWA, as a result of the affiliation of CWA with the CIO, and the proposed amalgamation of Divisions 43 and 44 raise substantial doubt as to the identity of the labor organization which the employees desire to represent them. We find no merit in these contentions. There is no indication that the absorption of TWOC locals by CWA will in any way change the organizational structure of CWA and, in any event, there is no evidence that any employees of the Employer are represented by local of TWOC. As to the proposed amalgamation of Divisions 43 and 44, CWA, the record indicates that such a merger is wholly prospective, for a referendum on the issue has not been completed and testimony at the hearing shows that, in any event, the amalgamation would not take place prior to the expiration of the existing contracts.