

In the Matter of LANDIS MACHINE COMPANY and INTERNATIONAL ASSOCIATION OF MACHINISTS, EUREKA LODGE #513 and INDEPENDENT EMPLOYEES' ASSOCIATION OF LANDIS MACHINE COMPANY, WAYNESBORO, PENNSYLVANIA

Case No. 6-RE-17

OPINION
AND
ORDER DENYING MOTION

December 29, 1945

On April 5, 1944, the Board issued its Certification of Representatives in this case, declaring that International Association of Machinists, A. F. L., herein called the Union, had polled a majority of votes cast in an election among employees of Landis Machine Company in a specified appropriate unit, and that the Union was accordingly the exclusive representative of all such employees for the purposes of collective bargaining pursuant to Section 9 (a) of the Act.

On or about September 11, 1945, the Company filed with the Board a "Motion for Cancellation or to Make an Inquiry for Further Certification." The Union filed an opposing motion on October 31, 1945. The Company's motion recites, in substance: that it negotiated with the Union following our certification of April 5, 1944, and on June 15, 1944, entered into a 1-year automatically renewable contract with the Union; that in May 1945, the Company received a letter from the Union which it regarded as a notice to terminate the contract on its anniversary date, coupled with proposals for a new contract; that the Company thereupon advised the Union that it was willing to negotiate concerning a new contract, provided that the Union produced "credentials" showing that it still represented a majority of the employees in the bargaining unit; that the Union then instituted proceedings before the National War Labor Board, herein called the N. W. L. B., in the course of which that agency's Third Regional Board scheduled a hearing to be held before a panel concerning, *inter alia*, the interpretation of the contract clause pertaining to termination and automatic renewal; that at the panel hearing the Company again questioned the

Union's status as the statutory bargaining agent of its employees but that the panel adopted the Union's position that the contract between the parties had not been terminated, and proceeded to consider the merits of proposed amendments to the agreement. The Union's opposing motion shows that on October 19, 1945, the N. W. L. B.'s Third Regional Board issued a directive order adopting in substance the recommendations of its panel, finding that the contract of June 15, 1944, had not been terminated and was still in effect, and requiring the Company to negotiate with the Union concerning various proposed changes in the substantive provisions of that contract.

The Company alleges in its motion that it has reason to doubt whether the Union still represents a majority of its employees. It argues that it is placed in a "dilemma," which is "illustrated" by the aforesaid proceedings before the N. W. L. B., in that it might be acting unlawfully and incurring a risk of liability if it should continue to perform the contract of June 15, 1944, which contains a maintenance-of-membership provision, or negotiate further with the Union. The Company requests that this Board investigate the facts by hearing or other appropriate method and determine "whether the Union is or is not the true representative of the employees for the negotiation of a new contract."

Upon considering the entire matter we have decided to deny the Company's motion, for the possibility no longer exists that the N. W. L. B., relying upon our April 1944 certification, will compel the Company to continue to deal with the Union as the statutory bargaining agent of its employees. We are advised by the N. L. W. B. that the pending case before it involving the Company is completed except for compliance hearings, and that in no event will any findings or order which that Board may issue in the case be more than advisory in character.¹

Under these circumstances, we perceive no reason why any dispute between the parties concerning the Union's representative status cannot be resolved in the usual manner, by resort to proceedings under the Act, in accordance with the established procedures prescribed in our Rules and Regulations.

¹ In a letter dated November 26, 1945, addressed to the Chairman of this Board, Lloyd K. Garrison, Chairman of the N W L B, stated:

"Prior to VJ Day it was our custom after compliance hearings, if non-compliance continued, to refer the case to the Economic Stabilization Director for such action as the executive branch of the government might wish to take with respect to the application of executive sanctions, such as seizure of the property or the cancellation of War Production Board priorities or allocations of raw material. Since VJ Day the Board's policy has been not to refer any cases to the executive branch for the application of sanctions. Instead, the Board has provided simply for the issuance of findings of fact with regard to non-compliance, after which the cases are closed. That policy will continue to be followed."

Our denial of the Company's motion is not to be construed as a recertification of the Union; nor will it prejudice any rights or remedies the Union may enjoy under Sections 8 or 9 of the Act.

ORDER

In accordance with the foregoing opinion the National Labor Relations Board hereby orders that the Motion for Cancellation or to Make an Inquiry for Further Certification filed by Landis Machine Company, be, and it hereby is, denied.