

2. International Union of Electrical, Radio and Machine Workers, Local 223, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent has not committed unfair labor practices within the meaning of Section 8(a) (1) of the Act.

[The Board dismissed the complaint.]

Denver-Colorado Springs-Pueblo Motor Way, Inc., Petitioner and Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, Local 1468, AFL-CIO.
Cases Nos. 27-RM-122, 27-RM-123, and 27-RM-124. March 22, 1963

DECISION AND DIRECTION OF ELECTION

Upon petitions duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before F. T. Frisbey, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Pursuant to Section 3(b) of the National Labor Relations Act, the Board has delegated its powers herein to a three-member panel [Chairman McCulloch and Members Rodgers and Leedom].

Upon the entire record in this case, the Board finds:

1. The Employer-Petitioner is engaged in commerce within the meaning of the Act.
2. The labor organization named below claims to represent certain employees of the Employer.
3. The representation question:

The Employer, on August 1, 1962, filed three petitions requesting three separate units of bus operators, terminal employees, and maintenance employees respectively in the Employer's northern division, which was acquired by purchase in July 1959 from American Buslines, Inc. These employees had been covered in a single overall unit by a contract between the American Buslines and the incumbent Union, the Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, Local 1468, AFL-CIO, which contract the Employer had assumed upon purchase of the line and which expired on July 31, 1962. The Intervenors, the Brotherhood of Railroad Trainmen, AFL-CIO, and the International Association of Machinists, District No. 86, AFL-CIO, hold contracts covering employees in separate units of bus operators and maintenance employees respectively in the Employer's southern division. The Brotherhood contended that through its contract for bus operators in the southern division it was entitled to represent all the employer's bus operators,

including those in the recently acquired northern division. The Machinists claimed to represent the maintenance employees and were permitted to intervene by the submission of cards, thereby demonstrating an interest in the maintenance unit proposed by the Employer. After the close of the hearing, pursuant to section 2 of article XXI of the AFL-CIO constitution which forbids an affiliate to interfere with an established collective-bargaining relationship of another affiliate, the matter was submitted to the AFL-CIO for resolution. Upon submission of the matter to an AFL-CIO referee, the Machinists requested withdrawal of their motion to intervene. An impartial umpire of the AFL-CIO then ruled that the attempt of the Brotherhood to represent the bus operators of the northern division also constituted interference with an established collective-bargaining relationship and a violation of section 2 of article XXI of the AFL-CIO constitution. Thereupon the Brotherhood complied with the ruling and requested permission to withdraw its intervention in the present case. Inasmuch as the Machinists and the Brotherhood do not now desire to represent the employees of the northern division, the Board hereby orders that their respective requests to withdraw from the proceeding be, and they hereby are, granted.

The employees involved in the Employer's three petitions taken together constitute the overall unit presently represented by Amalgamated. The Amalgamated has claimed and been refused representative status in this unit since the expiration of its contract in July 1962, and stands ready to reestablish its majority status. Under these circumstances, we find that a question affecting commerce exists concerning the representation of certain employees of the Employer, within the meaning of Sections 9(c) (1) and 2(6) and (7) of the Act.

4. The appropriate unit question :

The Amalgamated has continuously represented the employees of the present northern division in the overall unit of bus operators, maintenance, and terminal employees, since 1951. On January 30, 1958, the Amalgamated was certified as the representative of the present northern division employees in this overall unit in Case No. 17-RC-2432 (not published in NLRB volumes). Moreover, the Brotherhood and the Machinists have now requested, and have been permitted herein, to withdraw their intervention in the proceeding, so that there is no other union willing to represent the employees in any other unit except in the combined and historically established overall unit. Since the acquisition of the northern division operation there has been no integration of services with the southern division, nor have there been any administrative changes in the immediate supervision of the rank-and-file employees. The newly acquired lines of the northern division cover different geographical areas and do not overlap with the lines of the southern division, so that the northern divi-

sion continues to be operated as a separate and distinct operating division. Under these circumstances we find the overall unit of bus operators and terminal and maintenance employees in the northern division appropriate.¹

The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within Section 9(b) of the Act:

All bus operators, terminal employees consisting of ticket clerks, baggagemen, porters and maids, and maintenance employees consisting of mechanics and helpers employed in the northern division of the Employer, but excluding office clerical employees, dispatchers, terminal managers and all other managers, all other employees, professional employees, supervisors, watchmen, and guards as defined in the Act.

[Text of Direction of Election omitted from publication.]

MEMBER RODGERS, concurring:

I concur in the result.

¹ *Transcontinental Bus System, Inc.*, 119 NLRB 1840, 1842-1844.

Community Motor Bus Company, Inc. and Division 1177, Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, AFL-CIO. *Case No. 5-CA-2138.*
March 25, 1963

DECISION AND ORDER

On November 30, 1962, Trial Examiner Leo F. Lightner issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Intermediate Report. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

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 McCulloch and Members Leedom and Brown].

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and brief, and the entire record in this case and, except as noted herein, adopts the findings, conclusions, and recommendations of the Trial Examiner.