

Aircraft Turbine Service, Inc. and Transport Workers Union of America, AFL-CIO, Local 501, Petitioner. Case 29-RC-1056.

November 8, 1968

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS,
AND ZAGORIA

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before Jerome Katz, Hearing Officer. After the hearing was closed, the Regional Director transferred the case to the Board in accordance with Section 102.67(h) of the National Labor Relations Board Rules and Regulations. The Employer and Petitioner have filed briefs in support of their respective positions.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the Hearing Officer's rulings made at the hearing and finds that they are free from prejudicial error. They are hereby affirmed.

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

1. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

2. The labor organization involved claims to represent certain 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.

The Employer is engaged in the overhaul, service, and repair of gas turbines, compressors, and valves used in aircraft. For approximately the first 12 years of its existence, the Employer had never had a formal collective-bargaining agreement with any union.

In the latter part of 1967, the employees selected five men to act as the Employees Committee and negotiate a collective-bargaining agreement with the Company. The negotiations culminated in a signed agreement which covers the period from December 1, 1967, through November 30, 1970. The agreement sets forth various provisions with regard to benefits, vacations, sick leave, automatic increases, and merit

increases. The contract also provided that the Employer would present a pension plan in February 1968.

Thereafter, the Committee met with management because of the Employer's delay in presenting the pension plan. In March 1968, the plan was presented to the Committee. Upon the Committee's request the pension plan was then presented to the employees. They rejected it and no further formal meetings have taken place between the Committee and the Employer since that time.

The parties agree that the Employer has adhered to the contract negotiated between it and the Employees Committee. However, the Petitioner contends that that contract should not bar the petition because the Employees Committee is defunct.

Two of the committeemen are no longer employed by the Company and have never been replaced on the Committee. Although they have met with management on various occasions concerning problems of some of the employees, the remaining committeemen claim that they dealt with the company officials as individual employees and not as members of the Employees Committee.

We cannot agree with the Petitioner's claim that the Employees Committee is defunct. There was never any affirmative action taken to dissolve the Committee. The remaining committeemen did not inform the Employer or the employees that they were no longer functioning as the Employees Committee; nor did they even call a meeting of the employees to discuss the status of the Committee. Although the remaining committeemen appear unwilling to continue to represent the employees, we cannot find, on the record before us, that the Committee as a labor organization is, in fact, unable to do so,¹ or that the employees no longer desire that the Committee continue to function as their bargaining representative.

We find that the Employees Committee is not defunct and that it would not effectuate the purpose of the Act to terminate its status as bargaining representative of the employees herein. Accordingly, we conclude that since the petition was filed more than 90 days before the expiration of the current contract, the contract is a bar to the petition, and we shall, therefore, dismiss the petition.²

ORDER

It is hereby ordered that the petition filed herein be, and it hereby is, dismissed.

¹ *News Press Publishing Co.*, 145 NLRB 803, *Moore Drop Forging Company*, 168 NLRB No. 134

² *Leonard Wholesale Meats, Inc.*, 136 NLRB 1000