

RELEASE

UNITED STATES GOVERNMENT

Memorandum

TO : Alex V. Barbour, Director
Region 13

FROM : Harold J. Datz, Associate General Counsel
Division of Advice

SUBJECT: Casa Aztlan Association Proderechos Obreros
(Rush Presbyterian-St. Luke's Medical Center)
Case 13-CG-5

DATE: MAR 17 1976

This Section 8(g) case was submitted for advice on the issue of whether Casa Aztlan Association Proderechos Obreros, (herein the Association), is a labor organization within the meaning of Section 2(5) of the Act. Section 10(j) relief was requested by the Charging Party.

FACTS

The Association is chartered as an Illinois non-profit corporation and is engaged in social services for Latinos on a volunteer basis. On February 14, 21 and again on February 28 for two hours, it engaged in picketing at the Hospital's premises without giving a Section 8(g) notice. The picket signs read alternately "We Demand Jobs," "Maggie In," "Fire Weir," "Pres. St. Luke's Unfair to Latinos," "Appoint Minorities & Women." During the picketing on February 21, the Association invited members of the Latino community and all groups of "good will" to join in picketing on February 28, and it stated that the Medical Center had discriminated against Latinos, specifically against one Latino employee who had been recently discharged. The picketers distributed leaflets which stated, "We insist that the Hospital meet with the following demands" and listed four points: that the discharged employee be reinstated; that more jobs be opened to Latinos; that there be no further unjust disciplinary action taken against or harassment of Latinos by the Hospital; and finally that "We demand that Dr. James A. Campbell, M.D. and Dr. John Graettinger, M.D. bargain with representatives of our Latino community."

No employees of the Medical Center have participated in the picketing. Nor is there any evidence that any Medical Center employees participate in the Association itself. In fact there is no evidence of any actual membership in the Association at all.

ACTION

It was concluded that the charge should be dismissed in its entirety, absent withdrawal, inasmuch as the evidence fails to establish that the Association is a labor organization.



The statutory definition of "labor organization" requires that "employees", as defined in Section 2(3) of the Act, participate in the organization. This requirement is not met in this case, for there is no evidence that any employees of any employer have participated in the Association or that they are members of it. The Board has recently held "that to qualify as a labor organization under our Act, the organization must be selected and designated by employees for the purpose of resolving their conflicts with employers." 1/ No such designation or selection is shown here.

In addition to employee participation, the organization must exist "for the purpose, in whole or in part, of dealing with employers concerning" labor relations matters. While this requirement does not call for actual bargaining with the employer, 2/ even the requisite "purpose of dealing" with the employer is not sufficiently met in this case. The sole evidence of an intent to deal with the Employer here is the Association's demand, expressed in the leaflets distributed on the picket line, that the Medical Center bargain with representatives of the Latino community. For two reasons, however, this statement was not considered to establish an intent on the part of the Association to deal with the Employer. First, the statement does not specify whether the Association itself desires to deal with the Employer or whether it is merely demanding that the Employer bargain with someone from the Latino community, not necessarily itself. Secondly, even if the Association is seeking to deal with the Employer itself, there is no showing that it is seeking to do so as the selected or designated representative of all or even a segment of the Employer's employees. This is particularly pertinent in view of the lack of employee participation. Although the Association may indeed wish to discuss certain issues with the Employer, irrespective of employee participation, it appears that it would do so in the position of a civil rights organization backing the employment related rights of a minority group and not as the selected or designated representative of any group of employees. On the evidence, the Association is more accurately characterized as a community service organization acting to ameliorate

1/ Center for United Labor Action, 219 NLRB No. 158.

2/ N.L.R.B. v. Cabot Carbon, 360 U.S. 203; Cf. CULA, supra.

the employment opportunities and conditions of a minority segment of the working population in the area. This distinction between activity in support of a social cause and the desire to represent employees finds support in Center for United Labor Action, supra, where the Board drew an analogous distinction with respect to an organization which engaged in strike supporting activities but did not seek to deal with the Employer as a collective bargaining representative. 3/

This matter was presented by Wilma Liebman.

H.J.D.

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3/ Also pertinent are two prior Advice decisions which have found various civil rights organizations not to be Section 2(5) labor organizations. Metro Atlantic/Dekalb SCLC and Mead Caucus of Rank and File Workers (Mead Corporation), Cases 10-CP-123; 10-CC-966, Advice Memorandum, dated November 6, 1972; United Black Workers Assn. (J.J. Altman & Co., et al.), Case 14-CB-2206(1-6), Advice Memorandum dated December 27, 1971 (copies attached). Compare Eastern Farmworkers Association (I.M. Young & Co.), Case 29-CP-287, Advice Memorandum dated November 11, 1975. That case involved a community service organization engaged in activities on behalf of migrant workers which possessed authorization cards from employee-members designating the organization as their representative for collective bargaining purposes and which held itself out, in leaflets distributed on its picket line and in a civil action complaint, as the representative of the employees. The leaflets spelled out specific demands that it was making on behalf of the employees, including negotiations between the employer and itself.