

Stafford-Lowdon Company, an American-Standard Company, Employer-Petitioner and Local 342, Graphic Arts International Union, AFL-CIO-CLC. Case 16-UC-104

November 12, 1980

DECISION AND ORDER

BY CHAIRMAN FANNING AND MEMBERS
JENKINS AND ZIMMERMAN

On March 26, 1980, the Employer filed a unit clarification petition with respect to a two-plant lithographic production unit which the Regional Director dismissed on the ground that it was inconsistent with his Decision in Case 16-RC-8097, dated March 19, 1980, wherein it was found that a residual group of unrepresented production and maintenance employees were entitled to vote as to whether they wished to be included in the foregoing two-plant unit. Upon the Employer's request for review, the Board on May 5, 1980, reinstated the petition because "the issues raised by [said] petition were not directly addressed or decided in Case 16-RC-8097." A hearing was held regarding the clarification issue on May 30 and June 10-11, 1980, before Hearing Officer Norman W. Eckhardt who transferred the case by direction of the Regional Director to the Board for decision. Thereafter, the Union and the Employer filed briefs. The Employer also filed a motion to correct the transcript, in response to which the Union filed its objections.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding 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 record in the case,¹ 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 Stafford-Lowdon Company,² a commercial printing firm based in Fort Worth, Texas, about 1947 voluntarily recognized the Union with which it entered into a series of collective-bargaining agreements for the lithographic production employees at the West Daggett Street facility (Plant 1). However, in 1958 their coverage was extended to the newly opened Lubbock Street facility (Plant

2) whose lithographic production employees operated web presses in contrast to the sheet-fed presses in Plant 1. The last such contract executed by the Union and Stafford-Lowdon before the latter's acquisition by American-Standard in September 1979 was for the period from April 1, 1977, to March 29, 1980.

On February 27, 1980, and in subsequent bargaining sessions, American-Standard made, and the Union rejected, a proposal that there be separate 3-year contracts for Plants 1 and 2. On March 26, American-Standard informed the Union that it had filed a unit clarification petition. According to the uncontradicted testimony of William Eidson, a regional manager of industrial relations, R. G. Kahler, American-Standard's chief negotiator, told the Union that, if it continued to object to the Employer's proposal, the latter would agree to a single contract for the two-plant unit subject to the Board's disposition of the unit clarification petition, and that Murray McKenzie, the Union's chief negotiator, indicated his assent by responding with an "OK." At the final session on March 28, 1980, the Employer offered, and the Union rejected, a proposal for a 10-cent hourly increase for web press employees in exchange for the Union's acceptance of separate 3-year contracts for the two plants. The Employer and the Union thereupon executed a single two-plant contract on April 2, 1980, for a 1-year period ending March 31, 1981.

The Employer contends that the Board should entertain the petition herein because the Union agreed that the contract executed on April 2, 1980, would be subject to the outcome of the unit clarification proceeding. The Employer further contends that Plants 1 and 2 no longer constitute a single appropriate unit for the following reasons: the substantial and material change in ownership and management; the financial reorganization of the Employer; separate management, supervision, control of labor relations policies, and geographic locations of the plants; absence of interchange of employees between the plants; a significant difference in the skills of the employees operating sheet-fed versus web presses; and a lack of community of interests between those employees.

The Union takes the position that it did not agree to the instant proceeding and that it was presented with a *fait accompli* as the petition had already been filed by the Employer before the Union was told about it. The Union therefore argues that the current contract constitutes a bar to the petition. In the event the Board does entertain the petition, the Union requests its dismissal on the following grounds: There have been no changes in the operations of the two plants since 1958 and the

¹ The Employer's motion to correct the transcript is hereby granted as the Union has offered no persuasive reason in opposition thereto.

² As indicated below, the Stafford-Lowdon Company was acquired by the American-Standard Company in September 1979.

September 1979 acquisition of Stafford-Lowdon by American-Standard has not resulted in any meaningful change. Although the two plants were given separate managers instead of one overall manager, the job duties and terms of employment of the lithographic production employees at the two plants remained unchanged. The operations of the two plants are totally integrated; their financial, sales, and bookkeeping matters are handled in common; and the employees therein have had identical terms and conditions of employment throughout the two decades of collective bargaining.

It is clear from the uncontradicted testimony of Eidson, a management official, that, when the Employer informed the Union during the course of negotiations that it had filed a unit clarification petition and indicated its willingness to sign a new contract subject to the outcome of the unit clarification proceeding, the Union acknowledged these statements with the phrase "OK." We therefore find that the subsequent execution of the current 1-year collective-bargaining agreement did not render said petition moot or unnecessary. In view

of the foregoing, we shall entertain the Employer's request for clarification of the existing unit.

Although the Employer argues that there are numerous differences in employee skills, terms and conditions of employment, and operations in the two plants, the record shows that they prevailed on the basis of a single two-plant contractual unit. The only change, which is pertinent to the unit issue herein, that occurred since Stafford-Lowdon was taken over by American-Standard in September 1979 was the assignment of a separate manager for each plant instead of an overall manager for both. We find that this change is not sufficiently consequential or substantial to negate the significance of a long-established bargaining history. We therefore conclude that the two-plant unit continues to be appropriate. Accordingly, we shall dismiss the petition herein.

ORDER

It is hereby ordered that the petition in Case 16-UC-104 be, and it hereby is, dismissed.