

**ACC Typographers, Inc. d/b/a Advertisers Composition Company Typographers, Inc. and Los Angeles Typographical Union, Local No. 174, AFL-CIO, Case 31-CA-9131**

January 6, 1981

**DECISION AND ORDER**

**BY CHAIRMAN FANNING AND MEMBERS  
JENKINS AND PENELLO**

On June 27, 1980, Administrative Law Judge Burton Litvack issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.

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 considered the record and the attached Decision in light of the exceptions and brief<sup>1</sup> and has decided to affirm the rulings, findings,<sup>2</sup> and conclusions of the Administrative Law Judge and to adopt his recommended Order.

**ORDER**

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, ACC Typographers, Inc. d/b/a Advertisers Composition Company Typographers, Inc., Los Angeles, California, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

<sup>1</sup> The General Counsel's motion to strike portions of Respondent's brief in support of exceptions is hereby denied as lacking in merit.

<sup>2</sup> We note that Respondent has excepted solely to the Administrative Law Judge's findings that the Union's request for the home addresses of Respondent's present employees was presumptively relevant to the Union's role as collective-bargaining representative and that those addresses were not privileged from disclosure.

**DECISION**

**STATEMENT OF THE CASE**

BURTON LITVACK, Administrative Law Judge: This case was heard before me in Los Angeles, California, on February 19, 1980, pursuant to a complaint, issued by the Regional Director for Region 31 on September 28, 1979, pursuant to a charge filed by Los Angeles Typographical Union, Local No. 174, AFL-CIO, herein called the Union, on June 25, 1979. The complaint alleges, in substance, that ACC Typographers, Inc. d/b/a Advertisers Composition Company Typographers, Inc.,<sup>1</sup> herein

<sup>1</sup> The formal documents in the case were amended to show the correct name of Respondent.

called Respondent, violated Section 8(a)(1) and (5) of the National Labor Relations Act, as amended, herein called the Act, by failing and refusing to furnish to the Union information which is necessary and relevant to the Union's performance of its function as the exclusive collective-bargaining representative of certain of Respondent's employees. Respondent filed an answer, denying the commission of any unfair labor practices. All parties were afforded full opportunity to appear, to introduce evidence, and to examine and cross-examine witnesses. Extensive briefs were filed by the General Counsel and by Respondent and have been carefully considered. Upon the entire record of the case, and from my observation of the demeanor of the witnesses, and having carefully considered the post-hearing briefs, I make the following:

**FINDINGS OF FACT**

**I. JURISDICTION**

Respondent, a corporation duly organized under and existing by virtue of the laws of the State of California, maintains an office and principal place of business in Los Angeles, California, and is engaged in the business of typesetting. At the hearing, the parties stipulated that Respondent, in the course and conduct of its business operations, annually sells goods and services valued in excess of \$50,000 to customers or business enterprises within the State of California, which customers or business enterprises themselves meet one of the National Labor Relations Board's jurisdictional standards other than the indirect inflow or indirect outflow standards. The parties further stipulated that Respondent is now, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act. Accordingly, I find that Respondent is an employer engaged in commerce within the meaning of the Act.

**II. LABOR ORGANIZATION**

Respondent admits, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.

**III. ISSUES**

1. Whether the Union has been the exclusive representative for the purposes of collective bargaining of a majority of Respondent's employees in an appropriate unit?
2. Whether since on or about March 15, 1979,<sup>2</sup> Respondent has failed and refused to furnish to the Union information which is necessary and relevant to the Union's performance of its function as the exclusive collective-bargaining representative of certain of Respondent's employees?

<sup>2</sup> All dates herein are in 1979 unless otherwise stated.

## IV. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Facts*

Respondent is engaged in business as a commercial printer in the graphic arts industry in Los Angeles, California. For approximately 20 years Respondent and 16 other commercial printers in the Los Angeles area, represented for purposes of collective bargaining by Printing Industries Association, Inc. of Southern California, herein called PIA, engaged in multiemployer bargaining with the Union as the exclusive collective-bargaining representative of a unit comprising the composing room employees of the employers, including Respondent. The most recent collective-bargaining agreement between the Union and the multiemployer association was effective from August 6, 1973, through August 4, 1976. Negotiations between the Union and the multiemployer association on a successor contract, during which Frederick R. Nelson, the secretary-treasurer of Respondent, was an active participant, were conducted during the period June through November 1976. As found and reported by the National Labor Relations Board in *Typographic Service Co.; Eureka Press Co.; Modern Typesetting Co.; Central Typesetting Co.; and Printing Industries Association, Inc. of Southern California, Union Employers Section*, 238 NLRB 1565 (1978), the parties reached an impasse in bargaining. Thereupon, the 17 employer-members of the multiemployer association, including Respondent, placed into effect their final contract proposal, and on the following day the Union struck all 17 employers, including Respondent. During the next several months, the Union contacted each employer separately and sought individual bargaining with each one. As found by the Board, "[T]he Union's conduct effectively fragmented and destroyed the integrity of the bargaining unit and thus . . . [authorized] unilateral unit withdrawal by the employers." At the hearing, the parties stipulated that the multiemployer bargaining unit had dissolved and that Respondent is no longer a part of said unit.<sup>3</sup>

According to the credible and uncontroverted testimony of C. B. Hughes, president of the Union, the strike against Respondent continued into 1979. On March 15, Hughes sent a letter to Nelson, requesting the resumption of negotiations for a new collective-bargaining agreement. Said letter stated in part, "To the end that fruitful negotiations may be pursued we will need to have up-to-date information on the current status of all employees, i.e. wages being paid, vacations, fringes which include Health Insurance and Pensions and any other information pertinent to the employment of your employees." Soon thereafter, by a letter dated March 20, Hughes received a reply from E. Lad Sabo, a labor relations consultant for Respondent, suggesting April 4 as an appropriate meeting date. By letter dated March 21, Hughes wrote to Sabo, agreeing to the April 4 meeting date and reiterating his request for "information relative to present

employees." Hughes further requested the information prior to the bargaining session.

A bargaining session was held on April 4 at the PIA office. Present representing Respondent were Nelson and Sabo, and representing the Union were Hughes, Dennis Prairie, an International Typographical Union representative, and three striking employees of Respondent. At the outset of the meeting, Hughes requested information pertaining to the individuals whom Respondent had hired to replace its striking employees. According to Hughes, he requested the names and addresses of the striker replacements, a description of their job duties, information concerning the insurance and pension coverage for the striker replacements, and their vacation pay, holiday pay, overtime pay, and overscale payment—"all the information that we felt was necessary to adequately represent the employees;"<sup>4</sup> According to Hughes, Sabo replied that he would supply to the Union a copy of Respondent's health insurance plan but other than that and in the lack of any pension plan, "he said that as far as they were concerned, they were living up to . . . the final offer [of] Nov. 9, 1976." As to overtime payments, Hughes told Sabo that the Union desired specific information concerning the amount of overtime the replacement employees were working and whether the final offer overtime rates were being paid. To this, Sabo vaguely replied that Respondent was living up to the final offer. Next, Hughes reiterated his request for the names and addresses of the striker replacements, explaining that such information was necessary "so that we could contact them to find out if in fact the Employer was living up to the final offer," and because "the only way we could reach an agreement was to know who we were representing and what they were doing." Sabo replied that "it was very unlikely that the names and addresses would be given to us [because] our members would probably just want the names and addresses to harass the present employees." Hughes denied that such was the intent of the Union. The meeting ended with an agreement that the parties would next meet on May 8 before a representative of the Federal Mediation and Conciliation Service.

Pursuant to their agreement, the parties did next meet on May 8 at the Federal Mediation and Conciliation Service's office in Los Angeles. The same representatives of the parties were present at this meeting. Sabo began the session by handing to Hughes a purportedly accurate list of the last names of Respondent's current and striking employees together with their job duties and current employment status.<sup>5</sup> Hughes examined the document and told Sabo that the information on the sheet was "inadequate" for bargaining purposes. Sabo "responded by saying that is all you are going to get." Hughes and Sabo next discussed the job duties of the strikers and their replacements. At one point, Sabo stated that Respondent

<sup>3</sup> In its aforementioned answer, Respondent admitted that the following unit is appropriate for purposes of collective bargaining:

All composing room employees employed by Respondent at its facility located at 881 North Western Avenue, Los Angeles, California, excluding office clericals, guards, truckdrivers and supervisors as defined in the Act.

<sup>4</sup> According to Hughes, the normal practice in the industry is to negotiate minimum wage rates in each collective-bargaining agreement. Thereafter, each individual employee is allowed to negotiate his own actual wage rate with his employer. The difference between the contractual wage rate and the actual wage rate is known as "overscale."

<sup>5</sup> The list of the employees read as follows:

did not know whether the strikers would be capable of performing the work that was being done by their replacements. Hughes replied by requesting information pertaining to the type of work being done by the replacements. Sabo replied that the Union had all the information it was going to get. Next, Sabo handed to Hughes a copy of Respondent's existing health insurance plan for its employees. Hughes inquired whether the plan was comparable to the plan set forth in the 1976 final offer, and Sabo replied that the plan was comparable except that the employees had to pay for their own dependents. Finally, Hughes pointed out to Sabo that the information, which Sabo had presented to the Union at that meeting, did not contain either the first names or the addresses of the striker replacements. Sabo replied "that we just wanted the information to harass the employees." Hughes responded that the information was needed to contact them for collective-bargaining purposes and that the Union did not intend to harass them.<sup>6</sup> The meeting ended at that point. According to Hughes, neither at this meeting nor at the April 4 meeting did Respondent deny or assert that the Union was not still the majority representative of Respondent's composing room employees.

Following this bargaining session, on May 29 Hughes sent to Nelson a letter summarizing the Union's aforementioned demands for information. Said letter states, "We again request that you furnish this Union with the names and addresses of all your present employees. Also, we need to know EXACTLY what wages and overtime pay each employee is receiving. We also need to know what the employees are receiving for vacation credits

and holidays. One added item is to know the duties of each of your employees." Sabo responded by a letter dated June 6 in which he stated that Respondent already had given to the Union a list of the current employees and their departments and that no addresses would be given because such information "would be used for harassment of the employees."<sup>7</sup>

While admittedly not furnishing to the Union the complete names and addresses of its current employees, Respondent offered the following explanation for its conduct. Joan Schmidt, Respondent's vice president, testified that at some point during the negotiations with the Union, "one of the letters requesting the names and addresses of the employees" was posted on the plant bulletin board. According to Schmidt, a day or two later, "the employees presented [a petition] to us as a protest to their home addresses being given to the Los Angeles Typographical Union." The petition, which bears the purported signatures of 10 current employees, states: "We the undersigned request that the employer (ACC Typographers, Inc.) keep our home telephone numbers and addresses confidential, and not be released to anyone unless specific permission is given by us individually in response to each individual request. Specifically, we do not want to be harassed by the Typographical Union." According to Schmidt, she personally observed at least four current employees sign the petition and was shown the document by an employee as it was being distributed. On cross-examination, Schmidt admitted that the letter which was posted on the bulletin board was Hughes' May 29 letter to Nelson, that said letter was posted within a week after its receipt, and that the employee petition was circulated within 2 or 3 days after the posting of the letter. Finally, Schmidt admitted that she had no knowledge whether Respondent's employees were aware of the Union's request for information prior to the posting of the May 29 letter.

Inasmuch as the record establishes that the alleged employee petition was circulated at some point *after* the April and May bargaining sessions, Schmidt was asked by me to explain Respondent's motivation at these bargaining sessions for refusing to supply to the Union the first names and addresses of the striker replacements—Respondent's current employees. Schmidt replied that Respondent's refusal was based upon its belief that "All personnel records in any business are confidential information and have always been so." Schmidt was then asked whether Respondent's April attitude had anything to do with its employees' desires. She responded, "It had to do with the employees' concern for their names and addresses being provided . . . at any time . . . . Because they had already expressed this concern to me the year

NAME	Dept.	NOTE	REPLACEMENT
Sevell	Mark-up		Nelson
Widmyer	Floor	Quit	
Reeve	VIP	Quit	
Curtis	Floor	Quit	
Samarin	Floor		Duenas
Hanish	Lino		Abrams
Melgoza	Mono	Dept. closed	
Peck	Floor	Quit	
Keto	VIP		Richards
Chellgren	Reader		Ballard
Mason	Foreman		Barrett
Covello	Foreman	Quit	
Chavez	Press		Batres
Stanek	Floor	Quit	
Schrier	VIP		Chiang
Gomez	Mark-up		Duenas
Burgess	Mono	Dept. closed	
Schmaling	Lino	Quit	
Wetzel	Mark-up		
Barry	Reader		Murphy
Williams	Typos/camera	Quit	Rollins
Pistone	Typos/camera	Quit	Louie
Gooley	Typos/camera	Quit	Batres
Orsak	VIP	Quit	

<sup>6</sup> Hughes denied that any list of the names and addresses of the striker replacements would be distributed to anyone but union officials.

<sup>7</sup> Hughes was asked during cross-examination to explain once again why the names and addresses of the striker replacements were necessary to the Union. Hughes stated, "We feel that in order to verify the conditions, wages, overtime, overscale, all of the things that affect the livelihood of those people, that we couldn't take the word of your representative . . . that you are living up to the final offer. We wanted to verify with those employees if they were being provided with all the benefits of the final offer. In two instances you weren't providing them, and we don't know about the other areas."

before, please do not put our names and addresses on a list of any kind [even] for their own use."

Schmidt explained that the employees' concerns were triggered by alleged acts of violence and harassment during the strike. According to Schmidt, who was Respondent's sole witness at the hearing, "Employees have reported to the company many instances of slashed tires, being confronted in the parking lot as they came to work, having been called names and hollered at." She further testified, "One employee in particular was confronted at his house and there was some physical abuse. He was later confronted in the parking lot." As a result, according to Schmidt, there were some police reports and the filing of a complaint for physical violence, which was eventually dismissed.

While asserting that the alleged harassment and violence during the strike occurred at some point prior to December 1978, Schmidt had no recollection of exactly when the alleged incidents occurred. Moreover, she admitted that no criminal sanctions were ever brought against strikers for the alleged misconduct, that no unfair labor practice charges were filed as a result of the conduct, that nothing was ever reported to the Union, and that to her knowledge no union officials were ever involved in any strike misconduct. Finally, the record establishes that Schmidt's personal knowledge of any strike misconduct or violence was limited to seeing some slashed tires.

#### B. Discussion and Findings

##### 1. The Union's majority status

The record discloses that, for approximately 20 years prior to January 1977, the Union was the exclusive representative for purposes of collective bargaining of a unit comprising the composing room employees employed by a 17-member multiemployer collective-bargaining association, of which Respondent was an employer-member. In *Typographic Service Co., supra*, the Board found and concluded that, after the expiration of their most recent agreement and due to the union's conduct, the integrity of the multiemployer bargaining unit was destroyed and circumstances authorized unilateral unit withdrawal by the individual employer-members of the association. The parties herein stipulated that Respondent is no longer a member of the multiemployer association. While not contending that the alleged bargaining unit is in any way inappropriate in scope or composition, Respondent does contend that the Union has lost its majority status as the aforementioned employees' representative. Respondent has advanced no arguments in support of its contention. However, the Board has long held that the presumption of majority status flowing from a contract in a multiemployer bargaining unit survives an employer's withdrawal from that unit and carries over to a newly created single-employer unit. *Roger's I.G.A., Inc.*, 232 NLRB 1053 (1977); *Sparks Nugget, Inc., d/b/a John Ascuaga's Nugget*, 230 NLRB 275 (1977); *Nevada Lodge*, 227 NLRB 368 (1976). This presumption is based upon an employer's prior recognition of a union as the bargaining representative for its employees in the multiemployer unit and a public policy of fostering and encouraging in-

dustrial tranquility. *N.L.R.B. v. Tahoe Nugget, Inc.*, 584 F.2d 293 (9th Cir. 1978). Moreover, notwithstanding that the Union's strike is still continuing and that the strikers have been replaced by other employees, the Board's general rule "is that new employees, including striker replacements, are presumed to support the Union in the same ratio as those whom they have replaced." *Windham Community Memorial Hospital and Hatch Hospital Corporation*, 230 NLRB 1070 (1977). Finally, there is no question herein that Respondent voluntarily entered into collective-bargaining negotiations with the Union on April 4, 1979. It is gainsaid that an employer's commitment to enter negotiations with a union constitutes implicit recognition of that union's majority status. *Jerr-Dan Corp.*, 237 NLRB 302, 303 (1978). Accordingly, I find that the Union is now, and at all times material herein has been, the exclusive collective-bargaining representative of a majority of Respondent's composing room employees.

##### 2. The refusal to furnish information to the Union.

It is uncontroverted herein, and I find, that by letters dated March 15 and 21 and May 29 and during the collective-bargaining sessions held on April 4 and May 8, the Union's president, C. B. Hughes, demanded that Respondent supply to him the following information regarding Respondent's striker replacements: Their names and addresses, wages and overscale payments, the overtime hours worked by each replacement and the overtime rates of pay, vacation and holiday benefits, and information pertaining to each replacement employee's current job duties. It has long been held that an employer has an obligation, as part of its duty to bargain in good faith, to provide information needed by a bargaining representative for the proper performance of its duties. *N.L.R.B. v. Truitt Manufacturing Co.*, 351 U.S. 149 (1956); *Doborn Sheet Metal, Inc.*, 243 NLRB 821 (1979). Furthermore, the only standard for determining whether particular requests for information must be honored by an employer is one of relevancy. *N.L.R.B. v. Acme Industrial Co.*, 385 U.S. 432 (1967); *Los Angeles Chapter Sheet Metal and Air Conditioning Contractors National Association, Inc.*, 246 NLRB 886 (1979). However, where the information pertains to the mandatory subjects of bargaining and covers the very terms and conditions of employment of the bargaining unit employees, such information involves the "core of the employer-employee relationship" and, thus, the standard of relevance becomes very broad and no specific showing of relevancy is normally required. *Teleprompter Corporation v. N.L.R.B.*, 570 F.2d 4, 8 (1st Cir. 1977); *Ohio Power Company*, 216 NLRB 987, 991 (1975).

Regarding the aforementioned requested information, other than the names and addresses of the striker replacements Respondent offers no objections to the relevancy of said information. Rather, Respondent's sole defense is that it has complied with the Union's demand for said information. Analysis of the record reveals that Respondent's defense rests upon General Counsel's Exhibit 7, which is the document handed to Hughes by Sabo on May 8 and which has listed upon it the alleged job duties of the striker replacements, and Sabo's asser-

tion to Hughes that Respondent was "living up to the . . . final offer." As to the May 8 document, while Hughes admitted that he was generally familiar with the job duties of individuals who normally worked in the listed departments, it was uncontroverted that Sabo asserted to Hughes that the strikers were incapable of performing the work being done by the replacement employees and that Hughes' request for information concerned the precise nature of the striker replacements' work. In these circumstances, the vague and generalized information listed on General Counsel's Exhibit 7 can hardly be considered as sufficient to meet the Union's request. As to Sabo's assertion that no further information would be given to the Union regarding the replacements' terms and conditions of employment inasmuch as Respondent was living up to the 1976 final offer, it is clear Board law that a union is entitled to obtain from an employer such information as is relevant for the purposes of collective bargaining and that said union is not bound to accept the employer's conclusory statements regarding such information. *Doborn Sheet Metal, Inc., supra; Herk Elevator Maintenance, Inc.*, 197 NLRB 96 (1972). Accordingly, contrary to Respondent, I find that it has not complied with the Union's specific demands for the aforementioned information and that as said information is presumptively relevant for the Union to bargain effectively on behalf of Respondent's employees, Respondent has violated Section 8(a)(1) and (5) of the Act by not furnishing said information to the Union. *Aydin Energy Division*, 245 NLRB 468 (1979).

As to the Union's request for the names and addresses of Respondent's striker replacement employees, the Board has recently held that such information is presumptively relevant to a union's role as the bargaining agent for an employer's employees during contract negotiations. *Georgetown Associates d/b/a Georgetown Holiday Inn*, 235 NLRB 485, 486 (1974). Moreover, the record clearly establishes that the Union had a legitimate interest in being able to contact the striker replacements, not only to solicit their support, "but more importantly, as their statutorily designated representative . . . to secure their views and assistance as to the pending negotiation." *Westinghouse Learning Corporation, and Westinghouse Learning Corporation (Indiana)*, 211 NLRB 19, 35 (1974). Respondent does not deny that it has failed to furnish said information to the Union. Rather, it alleges that said information is confidential and would only be used by the Union to harass and visit violence upon the striker replacements. Respondent's defense of confidentiality rests upon two premises—that the confidentiality of employees' names and addresses is "accepted industrial relations procedure" and that employees have petitioned it to withhold their names and addresses from the Union. Concerning Respondent's first argument, "confidentiality . . . cannot stand as a defense to requiring [the Employer] to produce the . . . data." *General Electric Co. (IUE) v. N.L.R.B.*, 466 F.2d 1177 (6th Cir. 1972); *The Westgate Corporation*, 196 NLRB 306 (1971).<sup>8</sup> As to Respondent's

second confidentiality argument, based upon Respondent's Exhibit 1, which is the employee petition allegedly received by Respondent from its employees in early June, the Board has rejected such a defense to an employer's obligation to furnish to a union the names and addresses of unit employees. Viewing the defense as an attempt to interject employees between an employer and a union and as a technique for curtailing the bargaining rights which the statute assures the established bargaining agent, the Board states that an "employer may not intrude in the relationship between the exclusive bargaining agent and the employees on whose behalf it speaks. The net effect . . . was to tell the Union it could not exercise the full gamut of its statutory authority unless it could convince . . . the employees to what it wished to do on their behalf." *Wellington Hall Nursing Home, Inc.*, 240 NLRB 639, 642 (1979).

Respondent next asserts that the alleged past acts of harassment and violence against the striker replacements privilege its refusal to turn over their names and addresses to the Union. In *Shell Oil Company v. N.L.R.B.*, 457 F.2d 615, 620 (9th Cir. 1972), the court held the "presentation of bona fide concerns" by an employer of harassment and violence based upon a "clear and present danger" of such conduct is sufficient to justify an employer's refusal to provide the names and addresses of unit employees to a union. Herein, the Union's strike had continued for approximately 30 months. Respondent's vice president, Schmidt, had no recollection of when any alleged harassment and violence occurred—only that such occurred at some point prior to December 1978. Moreover, Schmidt was not an eyewitness to any of the alleged violence or intimidation. Rather, her testimony was based upon "reports of such incidents, not corroborated by the testimony of any of the employees purportedly involved." *Pearl Bookbinding Company, Inc.*, 213 NLRB 532, 536 (1974). Moreover, the alleged harassment appears to have been no more than the normal picket line name calling and verbal taunting, no criminal sanctions were ever levied against any of the strikers, and there is no evidence that union officials were involved in or aware of the alleged violence and harassment. In these circumstances, I do not believe that a "clear and present danger" of harassment and violence exists and believe that Respondent's asserted fears are unfounded and pretextual. Accordingly, by failing and refusing to furnish to the Union the names and addresses of the striker replacements, Respondent has acted in violation of Section 8(a)(1) and (5) of the Act. *United Aircraft Corp. [Pratt & Whitney] v. N.L.R.B.*, 434 F.2d 1198 (2d Cir. 1970); *Pearl Bookbinding Company, Inc., supra*.

#### REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it be or-

<sup>8</sup> The Supreme Court's decision in *Detroit Edison Co. v. N.L.R.B.*, 440 U.S. 301 (1979), is not applicable herein. Therein, the Court concluded that certain employee aptitude tests and results thereof were so highly sensitive that the employer was under no duty to furnish said information

to the union. However, the Court distinguished this case from its decision in *N.L.R.B. v. Wyman-Gordon Co.*, 394 U.S. 759 (1969), wherein the Court sanctioned the furnishing of the names and addresses of unit employees to a union during a representational campaign. Further, in *Detroit Edison*, the Court found that the union therein made only a general request for information; herein, the Union's request was specific.

dered to cease and desist therefrom, that it furnish to the Union the information requested by the Union since on or about March 15, and that it post an appropriate notice.

#### CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(6) and 2(7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. All composing room employees employed by Respondent at its facility located at 881 North Western Avenue, Los Angeles, California; excluding office clericals, guards, truckdrivers and supervisors as defined in the Act constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. Respondent has violated Section 8(a)(1) and (5) of the Act by failing and refusing to furnish to the Union certain information which is relevant to the Union's performance of its representative responsibilities on behalf of the aforementioned bargaining unit employees.

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

#### ORDER<sup>9</sup>

The Respondent, ACC Typographers, Inc. d/b/a Advertisers Composition Company Typographers, Inc., Los Angeles, California, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with Los Angeles Typographical Union, Local No. 174, AFL-CIO, as representative of all composing room employees employed by Respondent at its facility located at 881 North Western Avenue, Los Angeles, California; excluding office clericals, guards, truckdrivers, and supervisors as defined in the Act, by refusing to furnish to the Union information pertaining to striker replacement employees, including their names and addresses, wages and overscale payments, overtime hours and overtime rates of pay, vacation and holiday benefits, and current job classifications and duties, which information is relevant for purposes of negotiating a successor collective-bargaining agreement.

(b) In any like or related manner refusing to bargain collectively with the Union, or interfering with, restraining, or coercing employees in the exercise of their rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Furnish to the Union the information requested by the Union since on or about March 15.

(b) Post at its Los Angeles, California, facility copies of the attached notice marked "Appendix."<sup>10</sup> Copies of

said notice, on forms provided by the Regional Director for Region 31, after being duly signed by Respondent shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 31, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of a United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

#### APPENDIX

#### NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

After a hearing at which all parties had an opportunity to present their evidence, the National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post this notice and to carry out its provisions.

WE WILL NOT refuse to bargain collectively with Los Angeles Typographical Union, Local No. 174, AFL-CIO, as the exclusive bargaining representative of all composing room employees employed by us at our facility located in Los Angeles, California; excluding office clericals, guards, truckdrivers, and supervisors as defined in the National Labor Relations Act.

WE WILL NOT refuse to furnish to the Union information pertaining to our current employees, including their names and addresses, wages and overscale payments, overtime hours worked, overtime wage rates, vacation and holiday benefits, and current job classifications and job duties.

WE WILL NOT in any like or related manner refuse to bargain collectively with the Union, or interfere with, restrain, or coerce our employees in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

WE WILL furnish such information to the Union in order to enable it to effectively bargain with us on a successor collective-bargaining agreement and for other legitimate purposes.

ACC TYPOGRAPHERS, INC. D/B/A ADVERTISERS COMPOSITION COMPANY TYPOGRAPHERS, INC.

<sup>9</sup> In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

<sup>10</sup> In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by