

Henry F. Budde Publications, Inc., d/b/a San Francisco Progress¹ and Office & Professional Employees International Union, Local 3, AFL-CIO, Petitioner. Case 20-UC-131

August 31, 1977

DECISION ON REVIEW AND ORDER

BY MEMBERS JENKINS, PENELLO, AND
WALTHER

On March 18, 1977, the Regional Director for Region 20 issued a Decision and Order in this proceeding finding that the editorial employees employed by the Employer at its San Bruno, California, facility do not constitute an accretion to the unit of editorial employees who work at the Employer's San Francisco, California, facility and ordering that the petition for unit clarification be dismissed. Thereafter, in accord with Section 102.67 of the National Labor Relations Board Rules and Regulations, Series 8, as amended, the Petitioner filed a timely request for review of the Regional Director's Decision on the grounds that the Regional Director departed from officially reported Board precedent and made erroneous findings as to substantial factual issues. The Employer filed a statement in opposition to the request for review.

On May 2, 1977, by telegraphic order, the request for review was granted. Thereafter, the Employer filed a brief on review.

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 entire record in this proceeding with respect to the issues under review, including the briefs of the parties, and makes the following findings:

The Employer is engaged in the publication of newspapers. Since 1973 Petitioner has represented the Employer's San Francisco reporters and editorial personnel; Petitioner and Employer are parties to a collective-bargaining agreement, executed in May 1975, covering said employees. The San Francisco facility publishes *The San Francisco Progress*. In late 1975 the Employer began publication, out of its San Bruno facility, of three San Mateo County newspapers, one for San Bruno, one for South San Francisco, and one for Daly City.

¹ The name of the Employer appears as amended at the hearing.

² Subsequent to the hearing, the Petitioner requested the Board to admit into evidence exhibits consisting of the logos of the San Mateo County papers reflecting a change therein between the end of July and the first part of August. The Employer opposed the request. The new logos, as submitted

The Petitioner seeks to clarify the San Francisco editorial unit (some six employees) by adding to it the three San Bruno editorial employees. For the reasons below, we find, in accord with the Regional Director, that the San Bruno employees do not constitute an accretion to the existing unit and shall dismiss the petition herein.

The Employer's operations involved herein are highly centralized. All newspapers are printed at and distributed from the San Francisco facility. Accounting, purchasing, recordkeeping, and payroll functions are centralized at the San Francisco facility. Each of the newspapers consists of approximately 70 percent advertising and 30 percent news content. Each paper publishes three editions per week—on Wednesday, Friday, and Sunday. The Sunday papers are the same for each newspaper. Many of the news items and advertisements are the same in each of the newspapers. Even the logos of the papers are similar.²

Although the Employer has central administration and the papers have considerable common news and advertising content, the individual papers retain separate identities. Editor Thomas Watson testified that at least 25 percent of the news in the San Mateo papers differs from the news in the San Francisco paper. Each paper has different stories of interest to the particular community in which it is distributed. The Employer's policy with respect to advertising is to permit an advertiser to buy ads in any one of the papers, all of the papers, or any combination of papers. In fact, the San Francisco edition maintains five advertising zones. Although much of the advertising is common to all papers, some differs, especially in the classified ads.

In overall charge of the newspapers is Marvin Johnson, president and publisher of Progress Publications. Thomas Watson is editor of the Progress papers. He has full responsibility for all editorial content, preparation, and handling of the San Francisco paper, but only ultimate responsibility and coordinating functions for the San Mateo County papers. Although Watson is responsible for the common news content of the papers, he is not directly responsible for gathering news at the San Mateo papers. He does not routinely assign stories for the San Mateo editors to cover. Instead, the San Mateo editors (Charles Wilfong for Daly City, Margie O'Clair for San Bruno, and Susan Percy for South San Francisco) decide what stories to cover, what the headlines will be, and plan the layout of the

by the Petitioner, show that each of the San Mateo newspapers is now identified as "The San Francisco PROGRESS" with the particular city noted at the side. Exhibits admitted at the hearing show that the San Mateo papers were identified as "PROGRESS" with the particular city noted. We do not view the difference as material to the resolution of the issue herein.

papers, particularly with respect to those items which do not appear in the San Francisco paper. Wilfong coordinates the layout of the San Mateo papers. The work of the San Mateo employees is not supervised, except in the broadest sense, by Watson.

Watson, however, directly supervises the unit employees, who are involved with the San Francisco paper. Watson decides which stores will be covered, which reporter will cover them, which will run, and where they will be placed. Watson edits all stories written by unit employees, writes headlines, and determines which stories will carry bylines. Watson also determines the layout and oversees the pasteup of the San Francisco paper.

The San Mateo editors work out of the San Bruno facility which is located about 11 miles from the San Francisco facility. Watson only infrequently meets with the San Mateo editors. With the exception of Wilfong, the San Mateo editors rarely go to the San Francisco facility. Wilfong does go twice a week to oversee the pasteup of the three San Mateo papers, when he sees Watson who may be seeing to the pasteup of the San Francisco paper. Watson, however, does not direct Wilfong in the pasteup of the San Mateo papers. While at the San Francisco facility Wilfong does not meet with unit employees and does not discuss business with them. In fact, there is virtually no person-to-person contact between the San Mateo editors and unit employees. There is some telephone contact, but it is infrequent and irregular. It is generally limited to the prevention of dual coverage of a story, such as one of areawide interest which occurs in the distribution area of one of the San Mateo papers.

The San Mateo employees were all hired from outside; none came from the unit. There have been no transfers or interchanges between the two

locations. The salaries or wages paid San Mateo editors are somewhat higher than wages paid to those unit employees who have worked for a year or two. There are also some differences in benefits and other employment conditions. The unit employees are covered by the collective-bargaining agreement which sets forth various benefits, provides a formal grievance procedure, and uses the Union's pension fund. The San Mateo editors do not have a formal grievance procedure and are covered by the management pension plan. San Mateo editors have unlimited sick leave and greater vacation benefits.

In conclusion, we find, on the record as a whole and the facts as stated above, that the San Mateo employees do not constitute an accretion to the San Francisco editorial unit. Although there are common interests between the two groups of employees, as evidenced particularly by the similarity of the newspapers, there are also significant differences. The San Mateo editors, although subject to the ultimate supervision of Watson, work relatively independently from supervision, while the unit employees are directly supervised by Watson. The two groups of employees work out of geographically separate locations and have only minimal contact with each other. There have been no transfers or interchanges between the two groups, and all the San Mateo editors were hired from outside the unit. For the foregoing reasons, we find that the San Mateo editors have interests separate and distinct from the unit employees and shall, accordingly, dismiss the petition herein.

ORDER

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