

In the Matter of SERVICE PRINTERS, INCORPORATED and CHICAGO
TYPOGRAPHICAL UNION No. 16, AFFILIATED WITH INTERNATIONAL
TYPOGRAPHICAL UNION

Case No. 13-R-2119.—Decided February 4, 1944

Mr. I. Harvey Levinson, of Chicago, Ill., for the Company.

Mr. John J. Pilch, of Chicago, Ill., for the Union.

Mr. Wallace E. Royster, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by Chicago Typographical Union No. 16, affiliated with International Typographical Union, herein called the Union, alleging that a question affecting commerce had arisen concerning the representation of certain employees of Service Printers, Incorporated, Chicago, Illinois, herein called the Company, the National Labor Relations Board provided for an appropriate hearing, upon due notice, before George S. Freudenthal, Jr., Trial Examiner. Said hearing was held at Chicago, Illinois, on December 8, 1943. The Company and the Union appeared, participated, and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. During the hearing, the Company moved to dismiss the petition upon the ground that the allegations therein were not proved by competent testimony. Actually, the Company denies only that the Union represents a substantial number of the Company's employees. For reasons appearing in Section III, *infra*, the motion is denied. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded opportunity to file briefs with the Board.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Service Printers, Incorporated, is an Illinois corporation engaged in various types of printing, including letterheads, magazines, and
54 N. L. R. B., No. 161.

catalogs, with its plant and offices located at 701 South LaSalle Street, Chicago, Illinois. During the 3-month period ending November 15, 1943, the Company purchased raw materials valued at approximately \$10,000, for use in its operations, of which more than 90 percent was shipped to the Company from points outside Illinois. During the same period, the Company's sales amounted to approximately \$60,000. While none of the finished product was shipped directly out of the State, more than 40 percent of such product was ultimately sent to points outside Illinois. The Company does not contest the jurisdiction of the Board, and we find that its operations affect commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATION INVOLVED

Chicago Typographical Union No. 16, is a labor organization affiliated with International Typographical Union, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On October 20, 1943, the Union requested recognition of the Company as exclusive bargaining representative of the employees in the composing room. The Company refused to accede to this request unless or until the Union is certified as such representative by the Board.

A statement of the Regional Director introduced into evidence at the hearing indicates that the Union represents a substantial number of employees in the unit hereinafter found appropriate.¹

We find that a question affecting commerce had arisen concerning the representation of employees of the Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act:

IV. THE APPROPRIATE UNIT

The petition requests a unit of "all hand compositors, linotype operators, proofreaders, stonemen, including apprentices, foremen, and assistant foremen and excluding all others."

¹ The Regional Director stated that the Union submitted 13 designations all bearing apparently genuine original signatures. Eleven of the designations bore names of persons whose names appear on the Company's pay roll of November 6, 1943. There are approximately 23 employees in the appropriate unit.

The contention of the Company that the representation of the Union among the employees may have become unsubstantial due to recent resignations and discharges, raises no substantial issue. The submission of designations is required, not as precise proof of the number of employees represented, but only as part of an administrative investigation to determine whether there is sufficient evidence to entertain a petition. This investigation is wholly within the discretion of the Board and is not subject to attack by the parties to the proceeding. See *Matter of General Motors Corporation, Oldsmobile Division, Lansing, Michigan*, 54 N. L. R. B. 713, and cases cited therein.

It appears from the record that the unit requested includes employees in the occupational categories customarily represented by the Union in the Chicago area. For the past 37 years, the Union has had master collective bargaining agreements with the Franklin Association, an Association of employing printers in the Chicago area, which have provided for the inclusion of foremen in the bargaining unit in all union shops.² The record shows that approximately 435 printing establishments in and near Chicago have direct contracts with the Union, are members of the Association, or otherwise give effect to the terms of the master contract including the provision for union membership of foremen. In its brief, the Company argues that the foreman in question here is so clearly a representative of management as to be ineligible for inclusion in the bargaining unit under the doctrine expressed by the Board in the *Maryland Drydock* case.³

The question of the inclusion of foremen in bargaining units in the printing trades has had the recent attention of the Board. In the *Hall* case,⁴ we stated that the *Maryland Drydock* rule was not intended to disturb the collective bargaining rights which have been traditionally exercised by foremen in the printing trades, and in the more recent *Union Bag*⁵ and *Country Life*⁶ cases we have adhered in this respect to the rationale of the *Hall* decision. However, in the *Country Life* case, cited above, we excluded from the bargaining unit the general foreman who, in addition to supervisory authority, possessed management responsibilities, conferred with other department heads to plan the progress of the Company's business, and was expected to familiarize himself with the work of other departments and plants. Essentially, the Company argues, the duties, responsibilities, and authority of the foreman in the composing room involved herein are similarly managerial. The record does not so convince us. The foreman in the Company's composing room performs manual duties and is listed on the pay roll as a hand compositor. It is true that he may hire, promote, or discharge those working under him, but such authority is traditionally exercised by foremen in the printing trades. There is no evidence that his authority extends to matters of business policy or that his duties are managerial as well as supervisory. We conclude then, that the foreman in the composing room, while possessing supervisory authority, is nonetheless within the class of foremen traditionally included in bargaining units in the printing trades and we shall include him here.

² It does not appear that the Company is a member of the Association.

³ *Matter of Maryland Drydock Company*, 49 N. L. R. B. 733.

⁴ *Matter of W. F. Hall Printing Co.*, 51 N. L. R. B. 640.

⁵ *Matter of Union Bag & Paper Corporation*, 52 N. L. R. B. 591.

⁶ *Matter of Country Life Press Corporation*, 51 N. L. R. B. 1362.

There are no further disputes as to the inclusion of employee categories, and we find that all employees in the composing room of the Company, including hand compositors, linotype operators, proof-readers, lock-up men, line-up men, apprentices, and the foreman, but excluding all other employees of the Company, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the question concerning representation which has arisen be resolved by an election by secret ballot among the employees in the appropriate unit who were employed during the pay-roll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.⁷

DIRECTION OF ELECTION

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations, Series 3, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Service Printers, Incorporated, Chicago, Illinois, an election by secret ballot shall be conducted as early as possible but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Thirteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations, among the employees in the unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but excluding any who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, to determine whether or not they desire to be represented by Chicago Typographical Union No. 16, affiliated with International Typographical Union, for the purposes of collective bargaining.

⁷ The Union requests that eligibility to vote be determined by the pay-roll date nearest the date of the petition. However, it does not appear that the number of employees in the unit will change substantially and we find no reason to depart from our usual practice in this regard.