

In the Matter of TEXTILE PRINTING CO. OF WARREN, INC. and LOCAL #602, INTERNATIONAL UNION OF OPERATING ENGINEERS (A. F. L.)

*Case No. 1-R-1842.—Decided July 31, 1944*

*Mr. James R. Nolen*, of Holyoke, Mass., for the Company.

*Mr. Charles G. Dearden*, of Springfield, Mass. and *Mr. Thomas Flynn*, of Agawam, Mass., for the Engineers.

*Mr. Benjamin Wyle*, of New York City, for the Dyers.

*Mr. David V. Easton*, of counsel to the Board.

## DECISION

AND

## ORDER

### STATEMENT OF THE CASE

Upon a second amended petition duly filed by Local #602, International Union of Operating Engineers (A. F. L.), herein called the Engineers, alleging that a question affecting commerce had arisen concerning the representation of employees of Textile Printing Co. of Warren, Inc., Bondsville, Massachusetts, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Leo J. Halloran, Trial Examiner. Said hearing was held at Springfield, Massachusetts, on June 19, 1944. The Company, the Engineers, and Federation of Dyers, Finishers, Printers & Bleachers of America, Department of Textile Workers Union of America, affiliated with the C. I. O., herein called the Dyers, appeared, participated, and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded an opportunity to file briefs with the Board. Subsequent to the hearing, the Dyers addressed a motion to the Board seeking dismissal of the second amended petition herein. For reasons hereinafter stated, the motion is granted.

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

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE COMPANY

Textile Printing Co. of Warren, Inc., a Massachusetts corporation, is engaged in the business of textile processing and screen printing and finishing. For this purpose it operates two plants, one located at West Warren, Massachusetts, and another at Bondsville, Massachusetts, referred to herein as the West Warren and Bondsville plants, respectively. During the calendar year 1943, the Company purchased raw materials for use at both plants valued at approximately \$300,000, of which about 95 percent was received from points outside the Commonwealth of Massachusetts. During the same period, the Company manufactured at its plants finished products valued at approximately \$750,000, of which about 95 percent was shipped to points outside the Commonwealth.

The Company admits that it is engaged in commerce within the meaning of the National Labor Relations Act.

#### II. THE ORGANIZATIONS INVOLVED

Local #602, International Union of Operating Engineers is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the Company.

Federation of Dyers, Finishers, Printers & Bleachers of America, Department of Textile Workers Union of America, is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

#### III. THE ALLEGED APPROPRIATE UNIT

The Engineers seeks to represent all maintenance department employees of the Company at its Bondsville plant. The Dyers contends that this unit is inappropriate, asserting that the only appropriate unit is one composed of all production and maintenance employees of the Company at both its West Warren and Bondsville plants. The Company assumes a neutral position, but is of the opinion that only an "industrial unit" is appropriate.

On January 16, 1941, the Company, which was at that time operating a single plant at West Warren, Massachusetts, and the Dyers executed an agreement in which the Dyers was recognized as the bargaining agent of the employees at the West Warren plant. On January 24, 1941, this written understanding was expanded, and the Company and the Dyers entered into a more comprehensive collective bargain-

ing agreement which provided, *inter alia*, for the recognition of the Dyers as the bargaining agent for all employees of the Company, except general office help and salaried foremen. This agreement, by its terms, expired on August 31, 1943, and was followed by a subsequent contract between the parties, dated September 1, 1943. The second agreement provides for a 3-year term ending August 31, 1946.

Prior to the execution of the 1943 agreement, the Company, having purchased property at Bondsville, Massachusetts, established a plant at that location. As of September 14, 1943, this plant had not as yet commenced production operations, but was staffed by several maintenance employees, who had been sent from the West Warren plant. On that date, the Company and the Dyers executed a supplemental agreement which provided that the terms of the contract of September 1, 1943, were to be applied to the employees of the Bondsville plant as well as to those of the West Warren plant.

Between September 1943 and January 1944, the Bondsville plant started production operations, and, as of the date of the hearing, employed approximately 150 employees, of which about 60 were classified as maintenance department employees.<sup>1</sup> In February 1944, the Engineers made an oral demand for recognition as the bargaining representative of certain of the employees at the Bondsville plant.

The Engineers contends that the Company has never bargained for its maintenance employees as part of the industrial unit established by the contracts between the Company and the Dyers, pointing to the fact that these agreements set forth no wage schedules for such employees. However, the record shows that prior to the opening of the Bondsville plant, the Company had not employed any large number of maintenance employees, and that, when it decided to create a maintenance department, it requested the Dyers to postpone negotiations with respect to the wage rates of these employees until such time as a greater number were employed. Negotiations with respect to the wage rates of maintenance employees were in a preliminary stage at the time the petition in this proceeding was filed. The contracts between the Company and the Dyers embraced whatever maintenance employees the Company engaged, and we are convinced that, despite the failure to include therein specific provisions for wages of maintenance employees, the Company and the Dyers have conducted their

<sup>1</sup> In 1941, when the Dyers was recognized as the collective bargaining agent of the Company's employees, the Company employed approximately 200 workers. When the supplemental agreement of September 14, 1943, was executed by the Company and the Dyers, the Company employed approximately 150 workers at its West Warren plant and a similar number at its Bondsville plant. The record indicates that the Company anticipates an increase of personnel amounting to approximately 75 employees. In view of these employment figures, we are of the opinion that the Company granted recognition to the Dyers as the representative of all its employees at a time when it employed a representative number of its total anticipated personnel.

collective bargaining relations upon the basis of an industrial unit, inclusive of maintenance employees.

In addition, since 1943, collective bargaining between the Company and the Dyers apparently has been conducted on a company-wide basis. The operations of the Company's two plants are closely related. The same labor policies, wage standards, and working conditions apply to each, and their pay rolls are made up at the West Warren plant, without separate designation. The West Warren plant is staffed solely with production employees, whereas the Bondsville plant, where the Company has placed its maintenance department, has both production and maintenance employees. All maintenance work performed at the West Warren plant is done by maintenance department employees sent from the Bondsville plant. In addition to temporary transfers of maintenance employees, there have been transfers of several production employees between these plants at the convenience of the Company. Furthermore, all civilian goods processed at the Bondsville plant are sent to the West Warren plant for final finishing.

Thus the history of collective bargaining and the functional integration of the West Warren and Bondsville plants, indicate the appropriateness of a unit consisting of all the Company's production and maintenance employees engaged at both plants. Since the Engineers seeks a unit limited in scope to but one of the plants, and restricted in composition to the maintenance department employees thereof, we are of the opinion and find that such a unit is inappropriate for collective bargaining purposes.

#### IV. THE ALLEGED QUESTION CONCERNING REPRESENTATION

Since, as indicated in Section III, above, the bargaining unit sought by the Engineers is inappropriate for the purposes of collective bargaining, we find that no question concerning the representation of employees of the Company in an appropriate unit has been raised. Accordingly, we shall dismiss the second amended petition herein.

#### ORDER

Upon the basis of the above findings of fact, the National Labor Relations Board hereby orders that the second amended petition for investigation and certification of representatives of employees of Textile Printing Co. of Warren, Inc., Bondsville, Massachusetts, filed by Local #602, International Union of Operating Engineers (A. F. L.), be, and it hereby is, dismissed.

MR. GERARD D. REILLY took no part in the consideration of the above Decision and Order.