

In the Matter of DAILY GAZETTE COMPANY¹ and CHARLESTON TYPOGRAPHICAL UNION No. 146

Case No. 9-R-1476.—Decided September 11, 1944

Payne, Minor and Ray, by *Mr. John V. Ray* and *Mr. Robert L. Smith*, of Charleston, W. Va., for the Company.

Watts, Poffenbarger and Bowles, by *Mr. L. F. Poffenbarger* and *Mr. Frank W. Snyder*, of Charleston, W. Va., for the Union.

Miss Ruth Rusch, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by Charleston Typographical Union No. 146, herein called the Union, alleging that a question affecting commerce had arisen concerning the representation of employees of Daily Gazette Company, Charleston, West Virginia, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before David Karasick, Trial Examiner. Said hearing was held at Charleston, West Virginia, on August 8, 1944. The Company and the Union appeared and participated. All parties 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.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

The Company is a West Virginia corporation engaged in the business of publishing The Charleston Gazette, which is a daily morning

¹The Trial Examiner, on his own motion, moved that all the formal papers be amended to show the correct name of the Company.

newspaper. The paper has a daily circulation of approximately 70,000, which is confined almost entirely to the State of West Virginia. During 1943, the Company purchased newsprint and other raw materials valued in excess of \$200,000, of which 80 percent was purchased from sources outside the State of West Virginia. About 20 percent of the revenue obtained from advertising is from firms located outside the State of West Virginia. The Company uses the national wire services of the Associated Press and the International News Service.

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

II. THE ORGANIZATION INVOLVED

Charleston Typographical Union No. 146 is a labor organization affiliated with the International Typographical Union, admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

The Company has refused to grant recognition to the Union as the exclusive bargaining representative of certain of its employees until the Union has been certified by the Board in an appropriate unit.

A statement of a Field Examiner, introduced into evidence at the hearing, indicates that the Union represents a substantial number of employees in the unit hereinafter found appropriate.²

We find that a question affecting commerce has 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 Company and the Union agree that the appropriate unit should consist of the Company's composing room employees, which includes linotype machinists and operators, journeymen, admen, make-up men, proofreaders, and foremen. However, there is a dispute concerning the inclusion of apprentices who have worked in the printing trade less than 12 months. The Company desires to have them included; whereas the Union seeks to have them excluded.

The Company employs in the composing room 7 apprentices who have worked in the printing trade less than 12 months. Three of them are high school boys who will return to school in the fall. Nevertheless, they will continue to work for the Company in the afternoons after school and they will work a full 40-hour week. The other 3 boys have

² The Field Examiner reported that the Union submitted 14 working cards. The Company's pay roll contains the names of 25 employees in the appropriate unit.

either graduated from high school or have stopped attending school so that they will continue working as usual. The average age of the boys is 17 years. The remaining apprentice is a married woman. All the apprentices are learning the printing trade, and they do the same general type of work which is done by the more experienced employees in the composing room.

The Union does not accept apprentices for membership until they have worked in the printing trade for 1 year and it is for this reason that it disputes the inclusion of the apprentices here involved in the unit. However, the Union sets forth provisions for hiring, number to be employed, qualifications, course of instruction, and conditions of employment concerning apprentices in the standard contract which it uses in the Charleston area. The record discloses, moreover, that on October 31, 1939, the Company and the Union entered into a consent election agreement covering the employees in the composing room, including apprentices.³ The apprentices are permanent, full-time employees who are engaged in the same general work and are, therefore, subject to the same working conditions as the other employees in the composing room. Considering all these facts, we find the Union's argument inconsistent with its practices and we see no reason to exclude from the unit apprentices who have been employed in the printing business for less than a year.⁴

We find, in accordance with the stipulation of the parties and our foregoing determination, that all linotype machinists and operators, journeymen, admen, make-up men, proofreaders, all apprentices, and the foremen, but excluding all other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, 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 payroll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.⁵

³ The consent election did not result in a contract because the parties were unable to reach an agreement.

⁴ *Matter of Lloyd Hollister, Inc.*, 33 N. L. R. B. 982.

⁵ In accordance with the request made by the Union at the hearing, we shall designate the Union on the ballot as Charleston Typographical Union, Local No. 146.

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 the National Labor Relations Board Rules and Regulations—Series 3, as amended, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Daily Gazette Company, Charleston, West Virginia, 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 Ninth 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 the 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 those employees 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 Charleston Typographical Union, Local No. 146, for the purposes of collective bargaining.