

In the Matter of UNITED STATES PRINTING AND LITHOGRAPH COMPANY
and PAPER WORKERS ORGANIZING COMMITTEE C. I. O.

Case No. 9-R-1430.—Decided September 21, 1944

Mr. Walter M. Shohl, of Cincinnati, Ohio, for the Company.

Mr. Harry Haberthear, of Cincinnati, Ohio, for the CIO.

Messrs. W. H. McHugh and *Marcus Kluber*, of Cincinnati, Ohio,
for the AFL.

Mr. Bernard Goldberg, of counsel to the Board.

DECISION

AND

DIRECTION OF ELECTIONS

STATEMENT OF THE CASE

Upon a petition duly filed by Paper Workers Organizing Committee, C. I. O., herein called the CIO, alleging that a question affecting commerce had arisen concerning the representation of employees of The United States Printing and Lithograph Company, Norwood, Ohio, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Louis S. Penfield, Trial Examiner. Said hearing was held at Cincinnati, Ohio, on August 4, 1944. The Company, the CIO, Cincinnati Printing Pressmen and Assistants' Union, Local 11, and International Printing Pressmen and Assistants' Union of North America, A. F. L., the latter two unions herein called the AFL, 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 United States Printing and Lithograph Company, an Ohio corporation, is engaged in the business of printing and lithographing labels and other products at its plant in Norwood, Ohio. During the calendar year 1943, the Company purchased raw materials for use in its business valued in excess of \$1,000,000, of which approximately 25 percent was shipped to the Company's plant from points outside the State of Ohio. During the same period the Company produced finished products valued in excess of \$1,800,000, of which about 70 percent was shipped to points outside the State of Ohio.

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

II. THE ORGANIZATIONS INVOLVED

Paper Workers Organizing Committee, affiliated with the Congress of Industrial Organizations, is a labor union admitting to membership employees of the Company.

Cincinnati Printing Pressmen and Assistants' Union, Local 11, is affiliated with International Printing Pressmen and Assistants' Union of North America, which in turn is affiliated with the American Federation of Labor. Both Unions are labor organizations admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

On or about March 6, 1944, the CIO requested recognition of the Company as the exclusive bargaining representative of its employees. The Company refused to grant such recognition because of its existing contract with the AFL.

As the result of a consent election held on July 8, 1941, the AFL was recognized by the Company as the bargaining representative for all male production employees in the box department and pressroom,¹ excluding supervisory personnel. On September 10, 1942, the AFL and the Company executed a contract for the term of 1 year, renewable automatically from year to year thereafter unless either party gave written notice of a desire to alter the terms of the contract at least 60 days prior to any anniversary date. The contract was auto-

¹ At the time the consent election was held, there were no women production employees in the pressroom, while the women employed in the box department worked at the comparatively unskilled tasks not performed by men. Since the election and as the result of the war, the number of women employees in the box department has increased and they are now working at jobs formerly held exclusively by men.

matically renewed in 1943 and its present expiration date is September 10, 1944. On March 20, 1944, the AFL formally notified the Company in writing of its desire to negotiate a new contract. The AFL contends that its contract is a bar to this proceeding. In view of the fact that the CIO notified the Company of its claim to represent a majority of the Company's employees more than 60 days prior to the automatic renewal date of the contract, and of the further fact that the notice of the AFL will terminate the contract on September 10, 1944, we find that the aforesaid contract is not a bar to this proceeding.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the CIO 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 DETERMINATION OF REPRESENTATIVES

The CIO seeks a unit comprising all production and maintenance employees excluding clerical employees and all supervisory personnel. The AFL has represented substantially all of the employees in the box department and pressroom for approximately 2 years. Because of the inter-relation of the departments and operations in the plant, the employees may be effectively represented in a single plant-wide unit as sought by the CIO. On the other hand, the bargaining history existing between the AFL and the Company establishes that a unit confined to employees in the box department and pressroom is equally appropriate. In this situation, our determination of the unit issue with respect to the employees in the box department and pressroom will depend, in part, upon their own desires as expressed in the election hereinafter directed among them.

We shall direct that separate elections by secret ballot be held among the employees of the Company in each of the voting groups described below who were employed during the pay-roll period immediately preceding the date of the Direction of Elections herein, subject to the limitations and additions set forth in the Direction.

1. All production and maintenance employees of the box department and pressroom,³ excluding clerks, foremen, working foremen, and

² The Field Examiner reported that the CIO submitted 110 authorization cards, that the names on 102 of these cards also appeared on the Company's pay roll of July 8, 1944, which contained 243 names in the CIO claimed unit; and that the cards were dated as follows: 55 between January and April 1944, 34 between May and July 1944, and 13 undated. The ALF relies on its contract to establish its interest.

³ Both men and women are included in the above production and maintenance categories. Any unit confined exclusively to members of one sex would be inappropriate. See *Matter of Dolese & Shepherd Co.*, 56 N. L. R. B., 532. *Matter of General Electric Co.*, 43 N. L. R. B. 453

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.

2. All remaining production and maintenance employees, excluding clerks, foremen, working foremen, and 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.

As stated above, there will be no final determination of the appropriate unit or units pending the results of the elections.

Although the AFL indicated that it did not desire to participate in the event an election was ordered, we shall place its name on the ballot with leave to withdraw by notifying the Regional Director to that effect within five (5) days from the date of this Decision and Direction of Elections.

DIRECTION OF ELECTIONS

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, as amended, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with The United States Printing and Lithograph Company, Norwood, Ohio, separate elections 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 following groups of employees of the Company 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 those employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the elections, as well as all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action:

1. All production and maintenance employees of the box department⁴ and pressroom, excluding clerks, foremen, and working fore-

⁴This includes the carton packing department. It appears that the employees of this department voted in the original consent election which resulted in the designation of the AFL as the bargaining representative for employees of the box department and pressroom and were also covered by the contract executed pursuant thereto.

men, to determine whether they desire to be represented by Cincinnati Printing Pressmen and Assistants' Union, Local 11, A. F. L., or by Paper Workers Organizing Committee, C. I. O., for the purposes of collective bargaining, or by neither.

2. All remaining production and maintenance employees, excluding clerks, foremen, and working foremen, to determine whether or not they desire to be represented by Paper Workers Organizing Committee, C. I. O., for the purposes of collective bargaining.

MR. GERARD D. REILLY, dissenting:

On the record presented to us in this case, I do not believe that a combination of the box department and the pressroom constitutes an appropriate unit, and think that we should direct separate elections in each of these departments.

The only justification in the record for amalgamating the two units is the fact that the Company and the intervening union had combined them in the collective agreement expiring on September 10, 1944. The difficulty with viewing this contract as establishing a proper bargaining unit, however, is that the majority of the Board is not according the contract such weight, since it did not cover female employees. If this defect is fatal to the establishment of a conclusive bargaining unit, it seems to me the correct procedure is then to apply our general principles and conduct elections in departmental units.