

In the Matter of THE LOUISVILLE NEWS COMPANY (DIVISION OF THE AMERICAN NEWS COMPANY), EMPLOYER *and* MARVIN A. CHAUDOIN, PETITIONER *and* LOUISVILLE PAPER HANDLERS, LOCAL No. 26, INTERNATIONAL PRINTING PRESSMEN AND ASSISTANTS UNION OF NORTH AMERICA, AFL, UNION

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Cases Nos. 9-RD-49 and 9-RD-50.—Decided November 30, 1949

DECISION
AND
DIRECTION OF ELECTION

Upon separate decertification petitions duly filed, a consolidated hearing was held before Seymour Goldstein, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Herzog and Members Reynolds and Gray].

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the National Labor Relations Act.

2. The Petitioner, an employee of the Employer, asserts that the Union is no longer the bargaining representative of the Employer's employees designated in the petitions.

The Union is a labor organization currently recognized by the Employer as the exclusive bargaining representative of the Employer's employees designated in the petitions.

3. The question concerning representation:

The Union contends that a current collective bargaining agreement between it and the Employer covering the employees involved

herein, is a bar to this proceeding. This contract was executed on September 9, 1948, for the initial term of a year from August 4, 1948, and from year to year thereafter unless terminated by 60 days' notice, served by either party upon the other, of a desire to negotiate changes in its provisions. On June 1, 1949, the Union served notice upon the Employer that it desired to negotiate certain changes in the provisions of this contract. Although one bargaining meeting was thereafter held, no agreement had been reached at the time the petitions herein were filed. As the timely notice served upon the Employer by the Union forestalled the contract's automatic renewal, we find that the contract is not a bar to this proceeding.¹

A question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. The following employees of the Employer constitute separate units appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

(a) All employees of the Employer at its Louisville, Kentucky, place of business, excluding clerical and professional employees, the cashier,² guards, and all supervisors as defined in the Act;

(b) All clerical employees of the Employer at its Louisville, Kentucky, place of business, excluding inside and outside manual employees, professional employees, the cashier,³ guards, and all supervisors as defined in the Act.

DIRECTION OF ELECTIONS

As part of the investigation to ascertain representatives for the purposes of collective bargaining with the Employer, elections by secret ballot shall be conducted as early as possible, but not later than 30 days from the date of this Direction, under the direction and supervision of the Regional Director for the Region in which this case was heard, and subject to Sections 203.61 and 203.62 of National Labor Relations Board Rules and Regulations, among the employees in the units found appropriate in paragraph numbered 4, above, who were employed during the pay-roll period immediately preceding the date of this Direction of Elections, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, but excluding those employees who have since

¹ *All-American Metal Products Co., Inc.*, 82 NLRB 563; *Brunswick Balke Collender Company*, 81 NLRB 877. See also *Weston Biscuit Co., Inc.*, 81 NLRB 407.

² This employee prepares the Employer's confidential correspondence on labor relations and handles the Employer's other confidential documents. We shall exclude her from the unit as a confidential employee. *W. K. B. H., Inc.*, 81 NLRB 63.

³ *Ibid.*

quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, and also excluding employees on strike who are not entitled to reinstatement, to determine whether or not they desire to be represented, for purposes of collective bargaining, by Louisville Paper Handlers, Local Union No. 26, International Printing Pressmen and Assistants Union of North America, AFL.