The Employer bases its contention that a majority of its employees [7] should be excluded from the unit as temporary on the ground that they were hired for the special job on the 2 Government contracts which it had obtained in April 1951, and on the assertion that when these contracts are completed it will revert to its original labor complement of between 7 and 11 employees. The Employer is not certain that it may not receive further contracts from the Defense Department, but is unwilling to concede that it might continue to get similar work from Government agencies and others. The Employer nevertheless did not inform any of its employees at the time they were hired that there was to be any limitation on the duration of their employment.[8] Under all the circumstances, we find that all the production and maintenance employees of the Employer should be included in the unit herein found appropriate [9] and are eligible to vote in the election.

We find that all production and maintenance employees at the Employer's Little Rock, Arkansas, plant, excluding office and clerical employees, guards, foremen, assistant foremen, and all other supervisors as defined in the Act, constitute a unit appropriate for purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

[Text of Direction of Election omitted from publication in this volume.]

[7] At the time of the hearing, the Employer had about 25 employees.

[8] The Employer's counsel stated, however, that after the filing of the petition in this case, the employees were informed that their employment was temporary.

[9] Cf. *Lone Star Boat Mfg. Co.*, 94 NLRB 19, and cases cited therein.

---

A. B. HIRSCHFELD PRESS, INC. *and* AMALGAMATED LITOGRAPHERS OF AMERICA, LOCAL 15, CIO, PETITIONER. *Case No. 30–RC–470. October 26, 1951*

## Decision and Order

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Clyde F. Waers, 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 Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Houston, Murdock, and Styles].

Upon the entire record in this case the Board finds:

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

2. The labor organizations involved claim to represent employees of the Employer.[1]

3. No 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, for the following reasons:

At the close of the hearing the hearing officer granted the Petitioner's motion to amend its petition, which had originally asked for a unit of "all lithographic production employees," to request a unit of "offset pressmen, press feeders, and press assistants, excluding all other employees, and, in particular, all the lithographic employees covered by the Photo-Engravers' contract." Thus the Petitioner now seeks to sever the offset pressmen from the bargaining unit of pressroom employees and to establish them in a unit which, because it does not include the platemakers represented by the Photo-Engravers, does not embrace all the lithographic employees. The Board has repeatedly held that, absent unusual circumstances, all employees engaged in the lithographic process form an indivisible entity for the purposes of collective bargaining.[2] The Petitioner does not question the existence or wisdom of the many decisions to this effect. On the contrary it says in its brief that the interrelationship between the offset pressmen, whom it now seeks to represent, and the platemakers, who are represented by the Photo-Engravers, is "particularly clear on this record." The Petitioner's stated reason for amending its petition is that it is "not inclined to attack" the contract of the Photo-Engravers during its duration. Obviously this record does not present circumstances which would justify the Board—in the exercise of its statutory responsibility to define the appropriate unit in each case — in varying established principles relating to lithographic employees. We shall dismiss the petition because, as amended, it requests an inappropriate unit.

## Order

IT IS HEREBY ORDERED that the petition filed by the Amalgamated Lithographers of America, Local 15, CIO, be, and it hereby is, dismissed.

---

[1] At the hearing the Denver Printing Pressmen and Assistants' Union, No. 40, I. P. P. & A. U. of N. A., and the Denver Photo-Engravers' Union No. 18, I. P. E. U., were allowed to intervene—the former because of a contract dated April 15, 1950, covering the Employer's pressroom employees including offset pressmen, and the latter because of a contract dated February 15, 1950, covering the Employer's employees engaged in the process of photoengraving. In view of our decision with respect to the unit problem herein, we do not further analyze these contracts nor pass upon their validity for contract bar purposes.

[2] *Manz Corporation*, 79 NLRB 211, and cases there cited.