

in the aforesaid units, and has thereby engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (5) and (1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

[Recommendations omitted from publication in this volume.]

Appendix A

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that :

WE WILL, upon request, furnish to the LYNN NEWSPAPER GUILD, LOCAL 55, AMERICAN NEWSPAPER GUILD, C. I. O., wage data concerning the names, job classifications, and salaries of all employees in appropriate units. The bargaining units are :

All employees in the editorial department at the Lynn plant, exclusive of executives, the executive editor, the managing editor, the city editor, the news editor, and all supervisors as defined in Section 2 (11) of the Act.

All employees in the advertising department at the Lynn plant, exclusive of all other employees and all supervisors as defined in Section 2 (11) of the Act.

HASTINGS & SONS PUBLISHING COMPANY,
Employer.

By _____
(Representative) (Title)

Dated _____

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

REPUBLIC STEEL CORPORATION *and* C. H. PETERS, PETITIONER, *and*
UNITED STEELWORKERS OF AMERICA, CIO. *Case No. 8-RD-74.*
January 27, 1953

Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Henry Geiser, 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 [Chairman Herzog and Members Houston and Murdock].

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 Petitioner, an individual, asserts that the Union, which was certified in 1950¹ and is currently recognized by the Employer as the representative of the employees designated in the petition, is no longer the representative as defined in Section 9 (a) of the Act.

3. The Union urges that an election among the employees designated in the petition is barred by (1) the interim settlement agreement of July 24, 1952, executed by representatives of the Union and certain major steel companies, including the Employer, and by (2) the union-employer contract of August 29, 1952, covering, among others, the employees involved here. Although the July 24 interim settlement agreement expressly applied only to "hourly paid production and maintenance employees" of the participating employers, the Union asserts that a collateral "understanding" was reached with the Employer which extended the operation of that agreement to the classifications of employees set forth in the petition. Construed in the manner most advantageous to the Union's position, this interim settlement, as to the Employer's office and clerical employees, is no more than an oral contract and, as such, cannot serve as a bar to this representation proceeding.² Further, the August 29 contract clearly cannot act as a bar for the reason that it was executed 15 days *after* the petition was filed in this proceeding. Accordingly, the Union's motion to dismiss is denied.

We find that 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 Union further moves to dismiss the petition on the ground that the history of collective bargaining since the Union's certification has effectively merged the Canton office and clerical group here involved into a multiplant unit—thereby rendering the smaller unit inappropriate. The Employer takes no position but awaits Board determination.

Over a period of time commencing December 29, 1942, the Union was certified by the Board as representative of each of the following

¹ United Steelworkers of America, CIO, herein called the Union, was certified as the result of a Board-directed election among the office and clerical employees of the Employer's Canton, Ohio, plant. The petition in the present case originally named only the Union's Local 3678 as the labor organization sought to be decertified in the unit composed of these employees. At the hearing, the Petitioner was permitted to amend the petition to add the Union's name to that of its local, whereupon the Union moved to dismiss the petition because of the amendment. It is clear, however, that no party was misled by the original petition, and all parties were afforded full opportunity to present evidence and to litigate the issues. We find that no prejudice resulted from amendment of the petition at the hearing. The Union's motion to dismiss on this ground is hereby denied.

The Union also moved to dismiss on the ground that the Petitioner's showing of interest was directed to decertification of the Union's local rather than the Union. This motion is likewise denied as the showing of interest is a matter of administrative determination not litigable at the hearing. The Board is administratively satisfied that the Petitioner has made a sufficient showing of interest.

² *Weyerhaeuser Timber Company*, 93 NLRB 842.

Employer office and clerical groups: (1) Buffalo Plant Order and Shipping Department, Buffalo, New York; (2) Union Drawn Gary Division, Gary, Indiana; (3) Buffalo Yard Office, Buffalo, New York; (4) 98" Strip Mill Office, Cleveland, Ohio; and (5) Youngstown Plant, Youngstown, Ohio. Although the record is silent as to the exact nature of their earlier contractual relations, the evidence shows that within a period of 13 days following May 29, 1947, representatives of the Employer and the Union executed separate basic agreements for each of these groups.³ Thereafter, on July 30, 1948, and November 8, 1949, respectively, separate amendatory agreements were executed for each group. Again, during 1950, the parties entered into seven different agreements, *each* of which amended or supplemented *all* the basic agreements, as previously amended.⁴

On December 14, 1950, following a Board-directed election,⁵ the Union was certified as the bargaining agent for the Employer's Canton, Ohio, office and clerical employees—those among whom a decertification election is now sought. Negotiations ensued, during which the Union unsuccessfully attempted to reach agreement with the Employer on conditions and benefits materially different from those contained in their other outstanding contracts.⁶ The resulting agreement, executed February 8, 1951, merely incorporated by reference the provisions of the Youngstown office and clerical contract in its amended form.

Finally, *after* the present petition was filed, the parties entered into their August 29, 1952, contract which covered, by its express terms, the office and clerical employees in all the groups heretofore mentioned, together with similar bargaining groups at the Employer's Buffalo steel conditioning office, Cleveland steel plant, and Gadsden, Alabama, office and plant.

Upon these facts, and from the record as a whole, we conclude that the bargaining history preceding the filing of the petition has failed to effect a merger of the Canton office and clerical unit with any other bargaining group. We find, therefore, that a unit limited to the Canton office and clerical employees remains appropriate. The Union's motion to dismiss on unit grounds is hereby denied.

³ Among the basic agreements, only that for Youngstown is here in evidence.

⁴ Although *each* of these single agreements amended *all* of the basic contracts in several material respects, language appearing in the amending instruments indicate that the parties continued to treat the various groups as separate bargaining units; e. g., such phrases as: ". . . equitable hourly wage relationship as between jobs in a given unit"; ". . . the office and clerical bargaining units represented by the Union in the [various locations]" and ". . . elimination of intra-unit salary rate inequities."

⁵ See *Republic Steel Corporation, Canton Plant, Central Alloy District*, 91 NLRB 904.

⁶ These conditions and benefits were characterized as the Union's "22 Point Program" and ultimately served as the basis for industry-wide negotiations resulting in the union-industry settlement agreement dated July 24, 1952, hereinbefore discussed.

We find that the following employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

All office and clerical employees at the Employer's Canton, Ohio, plant, including group leaders, chief schedule clerks, and secretaries, but excluding superintendents' clerks, bonus clerks in the bar finish department, telephone and teletype operators, employees in the plant engineering, industrial engineering, and employees' industrial relations departments, clerks in the division superintendent's office, chemistry laboratory and metallurgical laboratory employees, professional employees, production and maintenance employees, plant guards, and supervisors as defined in the Act.

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

LOCAL UNION 1418, GENERAL LONGSHORE WORKERS, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL and IVY P. BOUDREAUX. *Case No. 15-CB-51. January 28, 1953*

Decision and Order

On September 15, 1952, Trial Examiner Arthur Leff issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices in violation of the Act, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a brief;¹ the General Counsel filed a brief in support of the Intermediate Report.

The Board² has reviewed the rulings of the Trial Examiner and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions, the briefs, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

¹ The Respondent also requested oral argument. In our opinion the record, exceptions, and briefs fully present the issues and the position of the parties. Accordingly, this request is denied.

² 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 [Chairman Herzog and Members Houston and Murdock].