

from that of other employees . . . who have a common special interest in collective bargaining for that reason.”⁶ Accordingly, we shall dismiss the petition in Case No. 16-RC-1501.

Case No. 16-RC-1505: The Petitioner also seeks to represent the wholesale market employees who include the city truckdrivers. This is substantially the same group of employees as was certified by the Board on October 19, 1948,⁷ with the exception that since the merger of truck maintenance employees referred to above, there is no longer a city truck maintenance classification. This group of employees is presently under a contract between the Employer and the Intervenor which will terminate on September 15, 1954, unless automatically renewed. Neither the Employer nor the Intervenor contends that the unit sought is inappropriate, and they offered to consent to an election concerning this group. The Petitioner stated that it desired to exclude janitors from the unit, but advanced no reason for the exclusion. The janitors perform the usual janitorial duties. We shall include them in the unit hereinafter found appropriate.

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

All city truckdrivers and wholesale market employees, including the janitors at the Employer's Fort Worth, Texas, operation, excluding market office and clerical employees, receiving and shipping employees, salesmen, country truckdrivers, garage employees, production and maintenance employees, and all supervisors as defined in the Act.

[The Board dismissed the petition in Case No. 16-RC-1501.]

[Text of Direction of Election omitted from publication.]

⁶ *Ibid.*

⁷ Case No. 16-RC-236, not reported in printed volumes of Board Decisions and Orders.

ADVERTISERS PRODUCTION SERVICES, INC. and NEW YORK AUXILIARY UNION OF THE INTERNATIONAL STEREOTYPERS' & ELECTROTYPERS' UNION, LOCAL 1-100, AFL, PETITIONER. *Case No. 2-RC-6780. October 26, 1954*

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 Louis Aronin, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 organization involved claims to represent certain employees of the Employer.

3. 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 Employer operates a job printing business doing mostly advertisement work for advertising agencies and individual clients at its three plants located in New York City. The Petitioner seeks to represent a unit of employees working on the 11th floor of the 239 W. 39th Street plant, consisting of the mat cutter, file pattern clerk, mat production man, and 6 shipping employees. However, it stated its willingness to represent any alternative unit found appropriate by the Board. The Employer would add to the unit requested by the Petitioner the following classifications at the 39th Street plant: contact men, production men, messengers, and porters, so as to include all presently unrepresented employees except office clerical employees and those exempt by the Act. The parties stipulated (1) that the appropriate unit should be confined to the 39th Street plant, and (2) that the unit should not include stereotypers, compositors, pressmen, and other employees at the 39th Street plant, including 10th-floor shipping employees, who are already bargained for by other unions.

The Employer, although not a member of the New York Electrotypers' and Stereotypers' Association, has—so far as its mat cutter is concerned—abided by the terms of the contract existing between the Petitioner and the Association, which contract covers nonjourneymen and apprentice stereotyping and electrotyping employees. The July 1, 1953, contract defines the coverage for stereotype work (this Employer has no electrotype operation) as follows:

Section 1 (b) Receiving, following up, checking, proving, filing, mat cutting, collating, blanket washing, handling express, mailing, wrapping, and such other work as may be commonly performed in the shipping room, handle telephone contacts with customers, check progress of jobs in plant and on proof files, and obtain and give such other information necessary to meet the customer's requirements.

Shortly before the filing of the petition here, on April 26, 1954, the Employer refused to extend recognition under this clause to the 11th-floor shipping department employees as requested by the Petitioner.

Of the unrepresented classifications employed by the Employer only the contact men and the production men do not punch a time clock and are paid no overtime. The Employer expressed some reservations

in urging the inclusion of the five contact men. These employees have unlimited expense accounts and their duties consist of contacting and entertaining customers, with some selling duties. Their salaries range from \$120 to \$200 a week. Such orders as contact men procure directly are turned over to production men, who see that they are properly carried out and delivery made to the customer. The four production men at 39th Street receive jobs from customers by mail, by phone, and by messenger, as well as through the contact men. They order paper stock, binding and printing plates, and they spend half of their time on the production floor checking the progress of various jobs. Part of their work is solicitation of customers by telephone but they do no estimating. When on the production floor they deal through foremen and have no supervisory authority. The jobs handled by these men are limited to printing production. Orders for stereotype work they pass on to the mat production man. Two of the production men are classified as assistants and receive \$60 to \$80 a week; the other 2 earn \$115 to \$130 a week. Two more production men are employed, one at each of the Employer's other plants; all have the same supervision—an official who also supervises the production foremen but whose title does not appear.

The mat production man is specifically sought by the Petitioner. Each morning he gets his order from the production men. His duties, which are confined to stereotype work, resemble that portion of the production men's duties that have to do with ordering materials for and getting the job out and he is sometimes referred to as a "service man." But he punches a time clock, is paid for overtime, and so far as the record discloses, engages in no solicitation of orders. He is paid \$65 a week and supervised by the man in charge of stereotyping.

The mat cutter, already represented by the Petitioner, cuts stereotype mats. The file pattern clerk files plates for future use, in connection with the stereotype department. The six 11th-floor shipping employees receive, unpack, label, and pack merchandise not only for the stereotype department but also some printed matter for the 10th-floor work. The 10 messengers report to the 11th floor for directions but spend most of their time running errands between the 3 plants and to customers. The 3 porters have the usual cleanup duties, 1 on the 10th floor at 39th Street, 1 on the 11th floor, and the third at night. The first two also have shipping duties.

With the exception of the contact men and the production men, who would ordinarily be excluded as salesmen from any unit of essentially production employees, the employees whose duties are here described can appropriately be considered a residual unit of employees at the 39th Street plant having production and/or maintenance

duties.¹ Accordingly, we find that the following employees at the Employer's plant at 239 W. 39th Street, New York City, constitute a residual unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act: the mat production man, the mat cutter, the file pattern clerk, the 11th-floor shipping employees, the messengers, and the porters, but excluding all other employees, office clerical employees, watchmen, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

¹ See, for example, *Lee Brothers Foundry, Inc.*, 106 NLRB 212; *The Item Company*, 108 NLRB 1261.

REIMERS-KAUFMAN CONCRETE PRODUCTS COMPANY *and* INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL No. 608, A. F. L., PETITIONER. *Case No. 17-RC-1793. October 26, 1954*

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 Harry Irwig, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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

1. The Employer, a Nebraska corporation, is engaged in the manufacture and sale of ready-mixed concrete and concrete blocks, and the manufacture, sale, and erection of concrete stave silos and corncribs. During the year 1953, the Employer made sales valued at approximately \$1,730,000, about \$53,000 of which represented sales to customers outside the State of Nebraska. During the same period sales amounting to approximately \$88,000 were made to building contractors who performed services valued in excess of \$50,000 in States other than Nebraska. Sales to one of these contractors, the Olson Construction Company, amounted to approximately \$81,000. During the year 1953, this latter contractor did approximately \$12,000,000 worth of construction business, about \$4,000,000 of which represented construction work done outside the State of Nebraska.

Upon these facts, we find that the Employer is engaged in commerce within the meaning of the Act, and that it will effectuate the policies of the Act to assert jurisdiction herein.

2. The labor organization involved claims to represent certain employees of the Employer.