

APPENDIX A

NOTICE TO ALL MEMBERS OF HOD CARRIERS' AND CONSTRUCTION LABORERS' UNION LOCAL 300, INTERNATIONAL HOD CARRIERS', BUILDING AND COMMON LABORERS' UNION OF AMERICA, AFL-CIO

Pursuant to the Recommended Order 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 you that:

WE WILL NOT engage in, or induce or encourage any individual employed by Universal, Wyco, Terich, their subcontractors, or any other employer, to engage in, a strike or refusal in the course of such individual's employment to use or handle any materials, or to perform any services or threaten, coerce, or restrain Universal, Wyco, or Terich, their subcontractors, or any other employer by a strike or picketing, where in either case an object thereof is to force or require these employers to enter into any agreement which is prohibited by Section 8(e) of the Act.

WE WILL NOT engage in, or induce or encourage any individual employed by Universal, Wyco, Terich, their subcontractors, or any other employer, to engage in, a strike or refusal in the course of such individual's employment to use or handle any materials, or to perform any services, or threaten, coerce, or restrain Universal, Wyco, or Terich, their subcontractors, or any other employer, by a strike or picketing, where in either case an object thereof is to force or require said employers to cease doing business with Fiesta Pools, Inc.

HOD CARRIERS' AND CONSTRUCTION LABORERS'
UNION LOCAL 300, INTERNATIONAL HOD CARRIERS', BUILDING AND COMMON LABORERS'
UNION OF AMERICA, AFL-CIO,

Labor Organization.

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of the posting, and must not be altered, defaced, or covered by any other material. Information regarding the provisions of this notice and compliance with its terms may be secured from the Regional Office of the National Labor Relations Board, 849 South Broadway, Los Angeles, California, Telephone No. 688-5204.

International Typographical Union and Pueblo Typographical Union, Local No. 175, AFL-CIO and Rocky Mountain Bank Note Company. Case No. 27-CD-43. January 10, 1964

DECISION AND ORDER QUASHING
NOTICE OF HEARING

This is a proceeding under Section 10(k) of the Act following charges filed by Rocky Mountain Bank Note Company, herein called the Employer, alleging that International Typographical Union and Pueblo Typographical Union, Local No. 175, AFL-CIO, herein called the Typographical Union, had threatened, coerced, or restrained the Employer with an object of forcing or requiring the Employer to assign certain work to members of the Typographical Union rather than to members of Pueblo Printing Pressman and Assistants Union, Local No. 163, AFL-CIO, herein called the Pressmen's Union. A duly scheduled hearing was held before Hearing Officer Allison E. Nutt

on August 20, 1963. All parties appeared at the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to adduce evidence bearing upon the issues. The rulings of the Hearing Officer made at the hearing are free from prejudicial error and are hereby affirmed. The Employer and the Typographical Union filed briefs which have been duly considered.¹

Upon the entire record, the Board² makes the following findings:

1. As stipulated by the parties, the Employer is a Colorado corporation, operating printing plants in Pueblo and Denver, Colorado. The Pueblo plant ships goods directly to points outside of Colorado valued at substantially more than \$50,000 per year. The annual gross volume of business of the Pueblo establishment is in excess of \$500,000 per year. 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 parties stipulated that the Typographical Union and the Pressmen's Union are labor organizations within the meaning of Section 2(5) of the Act.

3. The dispute:

A. *The facts*

The Employer is engaged in the business of printing bank checks and other items in Pueblo, Colorado. The portion of the Employer's operation which is relevant to this case consists of three divisions; a composing room, a pressroom, and a transfer room, where offset plates are made. The composing room employees have been represented for many years by the Typographical Union and the pressroom employees have been represented for many years by the Pressmen's Union. Since 1955, there has been a succession of individuals who worked in the transfer room, none of whom was a member of any union.

Since 1955 also, the Employer's contract with the Pressmen's Union has contained language indicating that the Pressmen's Union had jurisdiction over transfer room work. In 1956, the Typographical Union negotiated a contract with the Employer which gave jurisdiction over a portion of the transfer room work to the Typographical Union. The coverage of the jurisdiction clause in the Typographical Union's subsequent contracts has been expanded so that the 1961-63 contract covered about 90 percent of transfer room work. All parties admitted being aware of the overlapping jurisdictional provisions of their contracts, but no effort was made by either Union to enforce them with respect to the individual working in the transfer room.

¹ Subsequent to the hearing, the Typographical Union requested oral argument before the Board. As the record and briefs adequately present the issues and positions of the parties, the request for oral argument 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 McCulloch and Members Leedom and Fanning].

In April 1963, the sole employee in the transfer room joined the Pressmen's Union.

During negotiations for a new contract to become effective June 1, 1963, the Typographical Union proposed that the jurisdiction clause of the expiring contract be incorporated into the new agreement. The Employer rejected this demand and proposed instead that the clause relating to jurisdiction over transfer room work be eliminated from the Typographical Union contract. When no agreement could be reached, the two composing room employees left their jobs on instructions of the Typographical Union. At no time has the Typographical Union sought to represent the employee presently working in the transfer room.

B. Contentions of the parties

The Employer and the Pressmen's Union contend that withdrawal of the Typographical Union members from employment in support of the demand for renewal of the jurisdiction clause in the expired contract constituted a strike for an object of compelling the Employer to assign the transfer room work to employees represented by the Typographical Union, within the meaning of Section 8(b) (4) (D) of the Act.

The Typographical Union argues that it has a dispute with the Employer over the terms of a contract which does not come within the ambit of Sections 8(b) (4) (D) and 10(k) of the Act. It relies on the fact that it has made no demand for a change in any work assignment and asserts that it has no intention of making such demand and that it is willing to permit the current transfer room employee to remain on the job without insisting that he join the Typographical Union or that its contract be applied to him.

C. Applicability of the statute

We are of the opinion that the record in its entirety does not establish that a jurisdictional dispute exists in this proceeding. We accordingly find that there is no dispute herein which is cognizable under Section 10(k) of the Act.

The record shows that the Typographical Union has disclaimed any interest in the work now being performed in the transfer room, that it does not seek to represent the employee performing that work, and that it does not seek to apply the terms of its contract with the Employer to this individual. Rather, the Typographical Union is seeking only to negotiate a contract clause relating to work jurisdiction. Thus, the present dispute is between the Employer and the Typographical Union over the terms of their collective-bargaining agreement and not over the assignment of specific work. This was rec-

ognized by all parties when they stipulated at the hearing that the strike of the Typographical Union was:

[O]ver the jurisdictional language and not a strike over work being done, one employee to another. In other word, this is a strike caused by inability to negotiate jurisdiction contract language

The Board has repeatedly held that Sections 8(b)(4)(D) and 10(k) were intended to deal with disputes involving competing claims for specific work and not to settle collective-bargaining disputes between a union and an employer.³ As no such dispute is involved in the instant case, we find, on the entire record, that the facts herein do not present a jurisdictional dispute within the purview of Sections 8(b)(4)(D) and 10(k) of the Act. We shall therefore quash the notice of hearing.

[The Board quashed the notice of hearing.]

³ *Wood, Wire & Metal Lathers International Union, Local No. 528, AFL-CIO (Acoustics & Specialties, Inc.)*, 139 NLRB 598; *Sheet Metal Workers International Association, Local Union No. 272; et al. (Valley Sheet Metal Company)*, 136 NLRB 1402; *Brotherhood of Teamsters and Auto Truck Drivers, Local 70, etc. (Hills Transportation Co.)*, 136 NLRB 1086; *Highway Truckdrivers & Helpers, Local 107, etc. (Safeway Stores, Incorporated)*, 134 NLRB 1320. Although Member Leedom dissented in *Safeway* and *Valley Sheet Metal*, he believes that the instant case is distinguishable. In those cases, it was conceded that there was a dispute between the respondent union and the employer over specific work; the only issue was whether the union which had been assigned the work was making a competing claim. Under those circumstances, Member Leedom was of the view that there was a jurisdictional dispute within the meaning of Sections 8(b)(4)(D) and 10(k) regardless of whether the union to which the work was assigned had actively asserted a right to such work. Here, however, as noted, the dispute between the Respondent Typographical Union and the Employer was solely over a contract clause and not over any specific work in the transfer room.

Recipe Foods, Inc. and District 50, United Mine Workers of America, Petitioner. *Case No. 25-RC-1940. January 10, 1964*

ORDER CLARIFYING CERTIFICATION OF REPRESENTATIVES

After an election conducted pursuant to a stipulation for certification upon consent election, the Regional Director for the Twenty-fifth Region issued a certification of representatives in the above-entitled proceeding on February 6, 1961, certifying District 50, United Mine Workers of America, as the collective-bargaining representative for a production and maintenance unit at the Employer's Terre Haute, Indiana, plant, excluding "the temporary employee," *inter alia*. Thereafter, in April 1961, and again in January 1963, the Employer

145 NLRB No. 98.