

NOTE.—We will notify any of the above-named employees presently serving in the Armed Forces of the United States of their right to full reinstatement upon application in accordance with the Selective Service and the Universal Military Training and Service Act, as amended, after discharge from the Armed Forces.

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

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 746 Federal Office Building, 167 North Main Street, Memphis, Tennessee, Telephone No. 534-3161.

Cal-Sample Printers, Inc. and Offset Workers, Printing Pressmen & Assistants Union #78 of Los Angeles & Vicinity, affiliated with The International Printing Pressmen & Assistants Union of North America, AFL-CIO; Bookbinders' & Bindery Women's Union Local #63, affiliated with The International Brotherhood of Bookbinders, AFL-CIO; Los Angeles Typographical Union #174, affiliated with The International Typographical Union, AFL-CIO, Joint Petitioners. *Case No. 31-RC-17 (formerly 21-RC-9600). December 30, 1965*

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before Hearing Officer Barton W. Robertson. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. Briefs have been filed by the Employer and by the Joint Petitioners.

Pursuant to Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel [Chairman McCulloch and Members Fanning and Jenkins].

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

1. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

2. The labor organizations involved claim to represent certain employees of the Employer.

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

4. The Employer takes the position that the only appropriate unit is a production and maintenance unit of both Cal-Sample Printers, Inc., and Cal-Sample Service, Inc. The Joint Petitioners, however, contend that a departmental unit of all pressmen, compositors, and cutters in the printshop is also an appropriate one.

There is no previous history of collective bargaining within the plant, and no union seeks to represent the printshop employees in a broader unit.

Cal-Sample Service is in the business of manufacturing sample swatch cards for the upholstery and drapery trade. Cal-Sample Printers, a subsidiary corporation of Sample Service, does the printing work for Sample Service and performs no work for outside customers.

All of the stock of Sample Printers is owned by Sample Service and the top level management of both corporations is the same. Both corporations are located in the same U-shaped, one-story building with the printshop located at the back end of the building. Employees of both companies punch the same time clocks, share the same lunchroom facilities, work the same hours, and receive the same general benefits. Sample Service employees receive payroll checks in the name of Cal-Sample Service, whereas the printshop employees are on the payroll of Cal-Sample Printers. Cal-Sample Printers is, in effect, the printing department of Cal-Sample Service, and for the purposes of this proceeding the two corporations constitute a single employer.

The printing department consists of seven pressmen, four compositors, two papercutters, and a proofreader. The pressmen and compositors perform all the printing work that is done by the Employer. The cutters cut paper and fabric, some of which is used in the printing operations and some not. The proofreader spends 50 percent of his time proofreading and the remainder on the heat stamper, the printshop scorer, or the cutting room scorer.

The printshop employees spend all their time, with few exceptions, working in the printshop. Employees in other departments, however, do interchange with one another. With the exception of the use of the scorer, the papercutter, and the heat stamper, employees of other departments do not use equipment in the printshop. The Employer hires printshop employees for a 2-week probationary period and conducts no training or apprenticeship program for them. However, the Employer does request the employment agency or school to find applicants with some knowledge of or experience with printing. Virtually all the printshop employees when hired had either experience or school training in printshop work. Although both sets of employees are paid on an hourly basis, Sample Printer's employees are significantly higher paid. The record clearly discloses that the vast majority of nonsupervisory employees, excluding those in the printshop, receive a wage rate which varies between \$1.25 and \$2

per hour.¹ However, the printshop employees, with two exceptions, receive from \$2.50 to \$3.50 per hour. They are not only higher paid than virtually all other nonsupervisory employees, but in addition many of the printshop employees receive higher wage rates than supervisors in other departments.

In these circumstances, we are satisfied that the printshop employees are a functionally distinct departmental group constituting an appropriate bargaining unit.²

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

All printshop employees engaged in letterpress presswork on verticals, Kluges, Heidelbergs, horizontals, and platen presses; engaged in typesetting operations, including hand composition, operating Ludlows, and Linotype machines; operating papercutters; and engaged in proofreading;³ but excluding all other employees.

[Text of Direction of Election omitted from publication.]

¹ The only exceptions are the cutting department where the wage rate ranges from \$2 to \$2.60 per hour, and the assembly department where the range is \$1.30 to \$2.35 per hour. Four of the five nonsupervisory employees in the cutting department, however, receive \$2.40 per hour or less.

² *J. L. Hudson Company*, 103 NLRB 1378.

³ The Joint Petitioners took no position on the unit placement of the proofreader. Since he does most of his work in the printshop and since he is on the payroll of Cal-Sample Printers, Inc., we shall also include him in the unit.

Local 98D, International Union of Operating Engineers, AFL-CIO (Construction Field Surveys, Inc.) and Marcus B. Dunn.
Case No. 1-CB-956. January 3, 1966

DECISION AND ORDER

On August 17, 1965, Trial Examiner Horace A. Ruckel issued his Decision in the above-entitled proceeding, finding that the Respondent had not engaged in the unfair labor practices alleged in the complaint and recommending that the complaint be dismissed in its entirety, as set forth in the attached Trial Examiner's Decision. Thereafter, the General Counsel filed exceptions to the Trial Examiner's Decision and a brief in support thereof.

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