

Sufsun Co., Inc. and New York Lithographers and Photo-Engravers' Union No. 1-P, AFL-CIO, and Local 2, N. Y. Newspaper Printing Pressmen's Union, AFL-CIO, and New York Stereotypers Local Union No. 1, International Stereotypers and Electrotypers of North America, AFL-CIO, Petitioners. Cases 29-RC-626, 29-RC-654, and 29-RC-859

March 4, 1969

DECISION AND DIRECTION OF
ELECTIONS

BY MEMBERS BROWN, JENKINS, AND ZAGORIA

Upon separate petitions duly filed under Section 9(c) of the National Labor Relations Act, as amended, a consolidated hearing was held before Hearing Officer Jerome Katz, of the National Labor Relations Board. This case was transferred to the National Labor Relations Board for decision. All parties filed briefs.

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

The Board has reviewed the Hearing Officer's rulings made at the hearing and finds that they are free from prejudicial error. They are hereby affirmed.

Upon the entire record in this case, including the briefs of the parties, the Board finds:

1. The parties stipulated, and 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 organizations involved claim to represent certain employees of the Employer.

3. Questions affecting commerce exist 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, a wholly-owned subsidiary of Cowles Communications, Inc., is engaged in the publication of a daily (except Sunday) newspaper known as the Suffolk Sun at its plant in Deer Park, Long Island, New York. As set forth more fully below, the captioned Petitioners seek separate craft units of photoengravers, pressmen, and stereotypers, employed by the Employer. Deer Park Cowles Chapel, affiliated with International Typographical Union, AFL-CIO (hereinafter referred to as ITU) was permitted to intervene on the basis of its existing bargaining contract covering all of the Employer's mechanical and production employees, including those sought by the Petitioners. The Petitioners also filed concurrent unfair labor practice charges, upon which a consolidated complaint ultimately issued challenging the validity

of the contract between the Employer and ITU.

The Employer moves to dismiss the petitions (1) as contrary to the Board's normal practice against processing concurrent representation and unfair labor practice proceedings, and (2) because the contract in question is a bar

The record in the instant proceeding, however, shows that the Petitioners have expressed their desire to proceed to an immediate election, and filed a written request therefor which conforms with that approved by the Board in *Carlson Furniture Industries, Inc.*, 157 NLRB 851, 853. Further, the Board recently issued its Decision and Order in the unfair labor practice proceeding, finding that the contract in question resulted from the Employer's unlawful recognition of the ITU, and ordering that the Employer withdraw such recognition and cease giving effect to the contract unless and until the ITU demonstrates majority status in a Board-conducted election.¹ Accordingly, we deny the Employer's motion to dismiss in its entirety

With respect to the issue of unit scope, the Employer and the ITU contend that the newspaper here involved is produced on an integrated or combination-shop basis, and therefore only a unit of all mechanical and production employees is appropriate.² The Board has held that various mechanical crafts in the newspaper industry may appropriately be joined in a single unit where there is no objection from the employer or from other unions claiming to represent any of such crafts on a separate basis.³ There is such disagreement here, and we turn, therefore, to consideration of the merits of the respective petitions.

29-RC-626 Photoengravers' Union: The Board has recognized that photoengravers constitute a craft and are usually a proper separate bargaining unit in the newspaper industry.⁴ In the present case, the photoengravers work within a specified area physically separated from the other operations of the newspaper. In addition, the record reveals that the 12 men in the photoengraving crew do

¹170 NLRB No 177 The Board's Order in that case also provided for reimbursement of ITU dues and other fees illegally exacted from employees after the contract was executed. Although we hereby accept the above-described request to proceed in the instant case, this shall not be construed as affecting the Board's right to seek enforcement of those portions of the aforesaid Order which pertain to matters other than the ITU's representation in the future of any unit for which it may be certified as a result of elections directed herein. See *Intalco Aluminum Corporation*, 174 NLRB No 122

²As set forth above, this is the unit covered by the Employer-ITU contract found unlawful in the concurrent unfair labor practice proceeding. We have held that the mere existence of unlawful contracts does not necessarily so taint ensuing bargaining history as to eliminate it as a factor in determining the scope of the appropriate units, and that this is a question to be resolved by examination of the facts and circumstances of each case. See *Tom's Monarch Laundry and Cleaning Co.*, 168 NLRB No 39. Here, however, since the initial and only contract covering the employees in question was itself the fruit of unlawful recognition, we are persuaded that it and the resulting bargaining history should be disregarded as factors on the matter of unit scope.

³*American-Republican, Incorporated*, 171 NLRB No 12, *Garden Island Publishing Co., Ltd.*, 154 NLRB 697, 698

⁴See *American-Republican, Incorporated*, *supra*

photoengraving work exclusively. Furthermore, there is testimony to the effect that the photoengraving crew established its own seniority system, without regard to the rest of the plant. Accordingly, we find the unit requested by the Petitioner to be an appropriate one.

29-RC-654 Pressmen's Union. Pressmen have been held to constitute a separate craft (See *Dinuba Sentinel*, 137 NLRB 1610) While in the present case the press and stereo departments may not be organized along what may be considered strict departmental lines, the record does show that the 14 pressmen perform the usual duties of their craft.⁵ The Employer claims that the employees are given on the job training in several craft skills and that there is a high degree of interchange, especially between press and stereotyping work. However, the record reveals that the pressmen spend very little time doing nonpress work. Unlike the situation in *Merrimack Valley Publishing Company, Inc.*, Case 1-RC-7842 (not printed in NLRB volumes), cited by the Employer, the pressmen in the present case have become skilled in the work of their own craft, and devote little or no time to the work of other crafts. Accordingly, we find the unit requested by the Petitioner Pressmen's Union to be appropriate.

29-RC-859 Stereotypers' Union. Stereotypers have been held to constitute a separate craft in the printing industry. (See *Lloyd Hollester, Inc.*, 68 NLRB 733, 739.) In the present case, two employees devote all their working time to traditional stereotype work. While some of the pressroom employees devote a small amount of time to stereotype work, the two stereotype employees do not devote any of their time to press work. As previously mentioned, the amount of time spent by pressmen in the stereotype department is not sufficient to establish functional integration and obliterate craft lines. In addition, unlike the *Merrimack Valley Publishing Company* case, *supra*, the Pressmen's Union does not seek to represent the

two stereotypers. The Employer contends that it plans to convert to either "direct" or "offset" printing in the near future, thereby eliminating the need for stereotypers. However, the testimony establishes merely that a *decision* would be made within the next 14 months, and there is no clear evidence that the change will in fact be made. Based on all the above-mentioned factors, we find the unit requested by the Petitioner Stereotypers Union to be appropriate.

We therefore direct elections in the following units which we find appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act

Case 29-RC-626. All photoengraving employees of the Employer at its Deer Park, New York facility, excluding all other employees, guards, and supervisors as defined in the Act.

Case 29-RC-654. All press employees of the Employer at its Deer Park, New York facility, excluding all other employees, guards, and supervisors as defined in the Act;

Case 29-RC-859: All stereotyping employees of the Employer at its Deer Park, New York facility, excluding all other employees, guards, and supervisors as defined in the Act.

In view of the Typographical Union's interest in representing the mechanical department employees, albeit in another grouping, we have provided for its participation in the elections in the above cases with the right to withdraw from the ballot upon written notice to the Regional Director for Region 29, within 5 days from the date of this Decision and Direction of Elections.⁶

[Direction of Elections⁷ omitted from publication.]

⁶The ITU's alternative request for a directed election among compositors and mailroom employees upon a proper showing of interest is denied, as there is no petition before us seeking such employees

⁷Election eligibility lists, containing the names and addresses of all the eligible voters, must be filed by the Employer with the Regional Director for Region 29, within 7 days after the date of this Decision and Direction of Elections. The Regional Director shall make the lists available to all parties to the elections. No extension of time to file these lists shall be granted by the Regional Director except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the elections whenever proper objections are filed. *Excelsior Underwear Inc.*, 156 NLRB 1236

⁵In *Dinuba Sentinel*, *supra*, the Board ordered a separate press unit even though it did not appear that the employees carried out their respective duties in separate areas or that the Employer has otherwise organized its operations affecting those employees along departmental lines