

Bradford-Robinson Printing Co.¹ and Lithographers and Photoengravers International Union, Local 276, AFL-CIO,² Petitioner. Case 27-UC-23

October 26, 1971

DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS
FANNING AND KENNEDY

On March 8, 1971, Lithographers and Photoengravers International Union, Local 276, AFL-CIO, filed a petition for unit clarification, seeking to include as an accretion to its certified unit of lithographic production employees at the Employer's Stout Street facility, in Denver, Colorado, all lithographic production employees at the Employer's newly established subsidiary, Summit Press, located on West 45th Avenue, Denver, Colorado.³

On April 1, 1971, a hearing⁴ was held before Hearing Officer Jerry C. Legler for the purpose of taking testimony with respect to the issues raised by this petition. On May 28, 1971, the Regional Director issued an order transferring this case to the National Labor Relations Board. Thereafter, 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 considered the Hearing Officer's rulings made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed.

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

Bradford has, for many years, been engaged at its Stout Street location in commercial printing, producing both letterpress and sheetfed offset lithographic material. At that plant, it conducts all the standard operations related to the printing business, and is organized into the following departments: a composing room, a letterpress department, a lithographic production department and a bindery department. The lithographic production department and the letterpress department are two distinct operations, with each having different equipment, and with the employees of each being separately represented, with differences as to skills, training, and community of interest.

Only recently, when Bradford organized a wholly owned corporate subsidiary in November 1970, did

the Company embark upon the printing method called webfed offset lithography. This operation was located at the new West 45th Avenue address in Denver under the corporate name of "Summit." Summit hired six new employees to operate the newly purchased webfed lithographic equipment. It was able to produce printing in much larger quantity in a much shorter time than with the former sheetfed equipment because material prepared for printing was fed to the new machine from a continuous roll rather than by hand.

The Summit operation comprises a preparatory department as well as a lithographic pressroom. The principal equipment maintained at Summit consists of one lithographic press of the webfed offset type, a lithographic camera, and stripping and platemaking equipment. The Bradford plant provides Summit with the services of its composing room, art and bindery departments, color separation sales, pickup, delivery, and shipping. In all other respects, however, Summit maintains a completely separate corporate and operational identity, having its own telephone listing and employer tax identification number. It also has its own checking account, mailing and delivery address, stationery, and separate bookkeeping. It is under immediate supervision of Summit foreman of pressmen who has autonomous supervisory functions in all matters of hiring, firing, and direction of Summit employees.

The Bradford employees in their various departments have for many years been represented by the Pressmen, Lithographers, Typographical Workers, and Bindery Workers. In 1952 the Lithographers was certified by the Board as representative of the Bradford lithographic production employees in the following unit: "lithographic production employees and their assistants and apprentices at the Employer's Denver, Colorado, plant, excluding all other production and maintenance employees, truckdrivers, office employees, salesman, and supervisors as defined in the Act." These employees have been represented by the Lithographers in successive collective-bargaining agreements, the one current at the time of the hearing being effective from July 1, 1968, to June 31, 1971. The most recent contract for employees of Bradford's letterpress department represented by the Pressmen is effective April 15, 1969, to April 14, 1972.

On January 25, 1971, the Lithographers, by letter to Bradford, requested recognition as representative of the Summit employees on the ground that Summit was an accretion to its existing lithographic prod-

Union of North America, AFL-CIO, herein referred to as Pressmen, was granted permission to intervene because of a contract interest in the employees sought

¹ Hereinafter called Bradford

² Hereinafter called Lithographers

³ Hereinafter called Summit

⁴ At the hearing Offset Workers, Printing Pressmen and Assistants

action unit of employees at Bradford. On February 2, 1971, Bradford replied by letter to this request stating that Summit was not an accretion but rather a new operation and refusing the Lithographers request for recognition as representative of these employees. On February 9, 1971, on the basis of authorization cards executed by a majority of Summit employees on behalf of Pressmen, Bradford became signatory to a recognition agreement with the Pressmen, and on February 22 executed a contract with that Union covering Summit's six lithographic production employees. This contract is effective by its terms from February 22, 1971, to April 14, 1972. Thereafter, as noted above, the Lithographers filed the instant unit clarification petitions. Lithographers does not claim to have been designated as bargaining representative by any of the employees sought.

In support of its contention that Summit employees are an accretion to its existing unit of lithographic production employees at Bradford, Lithographers relies principally on the functional integration of the Bradford and Summit operations detailed above, as well as the common ownership and control, including that of labor relations, of the two companies. It contends further that the webfed lithographic process performed at Summit is essentially a mere technological advancement in the basic lithographic methods used at Bradford, and that the provisions of its contract with Bradford are designed to cover the type of operations established at Summit.⁵

In support of their position that Summit is an entirely new operation, Bradford and the Pressmen point to those factors detailed above pertaining to separate identity and the considerable operational autonomy which characterizes the Summit plant. They refer particularly to the completely new and different type of equipment which was installed at Summit; the hiring of new employees there, with skills and interests substantially different from the employees of Bradford; and to the geographic separation of the two plants. Additionally, Bradford contends that the Lithographers certification is specifically restricted to the Bradford plant location. The pattern of bargaining for the Denver area, as shown by the record, comports with the separate representation of webfed employees, as it happens by the Pressmen,

⁵ Specifically, Lithographers points to article I of its contract with Bradford which recognizes the Lithographers as the "sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, hours of employment, or other conditions of employment, for all lithographic production employees as referred to in Article II, excluding all guards, watchmen, and supervisors as defined in the Act, it being understood that all employees doing lithographic production work, including supervisors doing production work, shall be covered by this Agreement. The Employer agrees that it will not make any other contract purporting to cover any of the jobs covered by this contract, whether referred to in such contract in different terminology, classification or otherwise." Article II, which describes the coverage, reads as follows "All

Bradford argues, and it emphasizes that it was legally bound to recognize the Pressmen as representative of Summit employees because of that Union's majority showing of authorization cards.

The instant case, as is often true where a claim of accretion is made, presents a variety of elements, some militating towards and some against accretion, necessitating a careful balancing of all the factors involved. Thus, there can be little doubt that Bradford and Summit constitute a single employer because of their single ownership and common ultimate control of many aspects of the employment relationship. The functional integration of the two operations tends to support Lithographers claim also, and the language of the contract between Bradford and the Lithographers is arguably sufficiently broad to embrace the type of operation and employee classifications at Summit.

On the other hand, there are even more factors weighing in favor of a finding that Summit is a new operation that would constitute a separate appropriate unit, and which persuasively establish that employees of Summit are not an accretion to the unit represented by the Lithographers at Bradford. In arriving at this conclusion, we rely particularly upon the following: (1) The Summit operation has opened only recently; (2) The Bradford unit for which Lithographers is certified was limited by its terms to a "plant" of that Employer; (3) The employees of Summit are subject to training and possess skills dissimilar to those of Bradford employees; (4) The employees of Bradford and Summit are not interchanged; (5) The two plants are geographically separated by approximately 4 miles; (6) Summit maintains a separate and distinct corporate identity; (7) The pattern of collective bargaining for the Denver area reflects separate representation of webfed lithographic production employees; (8) Summit operates with completely new equipment and is staffed with a complement of all new employees who are separately supervised; and (9) Summit retains a substantial amount of autonomy with respect to its day-to-day operations.

In view of the foregoing, we find that the Summit operation is a separate economic unit, rather than an accretion to the Bradford contract unit.⁶ Accordingly, it would be inappropriate to add these employees

employees (including superintendents and foreman) performing any of the following work shall be covered by the terms of this agreement: All work, processes and operations related to Lithography, Offset (Dry or Wet), Photoengraving, Gravure, Intaglio, including without limitation any work processes, operation or product designed as a substitute for or evolution of, work now being performed by employees covered by this Agreement."

It lists the classifications set forth in that section of wage scales: lithographic camera, stripper, platemaker, pressman—sheet fed, sheetfed feeder, web pressman, 1st pressman—web press, 2d pressman—web press; web press feeder and web press helpers

⁶ See *Warehouse Markets, Inc.*, 174 NLRB No 70, and cases cited therein

through a petition for clarification and we shall therefore dismiss the Lithographers petition.⁷

ORDER

It is hereby ordered that the petition for unit clarification be, and it hereby is, dismissed.

CHAIRMAN MILLER, dissenting:

I agree with my colleagues that Bradford and Summit constitute a single employer, but I conclude, contrary to my colleagues, that the Summit operation is shown by the evidence to be an accretion to the existing lithographic unit at the Employer's Bradford plant on Stout Street.

The Bradford plant composing room is continuing to supply the reproduction proofs for all the lithographic plate making and the Bradford plant art department is continuing to supply the art work and paste-up for all lithographic camera work. Thus the pre-lithographic stages of the operation are performed at the Bradford plant for both the lithographic preparatory workers at Bradford and for those at Summit. Furthermore, there is evidence that color separation, which is a part of the lithographic preparatory process itself, is to be performed at the Bradford plant for both locations.

⁷ Petitioner's Motion to reopen the record to include newly discovered evidence is denied. The matters urged therein by petitioners, concerning

The lithographic equipment at Summit is identical to that at Bradford, except only with respect to the feeding equipment. The lithographic presses at Bradford are sheetfed whereas the presses at Summit are webfed. This minor difference in feeding equipment would clearly not justify a separate unit of lithographic employees if all of the other factors support a finding of accretion. This Board has not, so far as I know, ever accorded any importance whatever, for unit determination purposes, to differences in feeding equipment for lithographic presses.

Following the completion of the lithographic press work at Summit, the product is returned to Bradford for binding and shipping.

Thus the Employer has simply added some additional lithographic equipment at a new location, which equipment will continue to be used as an integral part of the Employer's production processes in precisely the same manner as it would have, had this new equipment been located instead at the Bradford location. The Summit operations are nothing more than an extension of a portion of the lithographic production operations of Bradford-Robinson, and should be held to be an accretion to the Bradford-Robinson lithographic unit.

the recent allocation of work to the two plants by Bradford-Robinson, would not, even if true, change our decision in this case