

**Machine Printers and Engravers Association of the United States and Cranston Print Works Company and Amalgamated Clothing & Textile Workers Union**

**Cranston Print Works Company and Amalgamated Clothing & Textile Workers Union, Petitioner.** Cases 1-CD-704, 1-CD-705 (formerly 11-CD-7), 1-UC-402, 1-UC-403 (formerly 11-UC-43)

16 March 1984

**DECISION, DETERMINATION OF DISPUTE, AND ORDER**

**BY CHAIRMAN DOTSON AND MEMBERS ZIMMERMAN AND HUNTER**

The charges in this Section 10(k) proceeding were filed 22 and 26 September 1983 by the Employer,<sup>1</sup> alleging that the Respondent, Machine Printers and Engravers Association of the United States, herein called MPEA, violated Section 8(b)(4)(D) of the National Labor Relations Act by engaging in proscribed activity with an object of forcing the Employer to assign certain work to employees it represents rather than to employees represented by Amalgamated Clothing & Textile Workers Union, herein called ACTWU. The hearing was held 14 November 1983 before Hearing Officer Gerald Wolper.<sup>2</sup>

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board affirms the hearing officer's rulings, finding them free from prejudicial error. On the entire record, the Board makes the following findings.

**I. JURISDICTION**

The Company, a Rhode Island corporation, is engaged in the business of textile printing at its fa-

<sup>1</sup> The charge in Case 1-CD-705 and ACTWU's petition in Case 1-UC-403 were each originally filed with Region 11. Because the Employer's printing operation, job classifications, and work assignments are virtually the same at its Fletcher, North Carolina and Webster, Massachusetts plants, the charge and the petition were transferred to Region 1 for processing with the charge and the petition filed in that Region.

<sup>2</sup> The 10(k) proceeding was consolidated for hearing with the unit clarification petitions filed by ACTWU. At the hearing both the Employer and MPEA moved to dismiss the petitions. These motions were referred to the Board for ruling.

We note that in the latest collective-bargaining agreements between the Employer and MPEA, employees working as rotary screen machine printers are expressly included in the bargaining units represented by MPEA. We further note that there is no indication in the record that ACTWU is seeking anything other than assignment of the disputed work to members of its present bargaining units. Considering these circumstances the matter before us clearly presents a work dispute rather than an issue of unit clarification. The Board has repeatedly held that an award of disputed work is not appropriate for determination by a unit clarification proceeding. See, e.g., *Norway Pressmen Local 663*, 258 NLRB 438 (1981); *Pacific Telephone & Telegraph Co.*, 237 NLRB 1470, 1472 (1978). Accordingly, we hereby dismiss the unit clarification petitions.

cility in Webster, Massachusetts, and Fletcher, North Carolina, where it annually ships goods directly from both its Webster and Fletcher locations to points outside the Commonwealth of Massachusetts and the State of North Carolina valued in excess of \$50,000. The Company annually receives materials at both its Webster and Fletcher locations valued in excess of \$50,000 directly from points located outside the Commonwealth of Massachusetts and the State of North Carolina. The parties stipulated, and we find, that the Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that MPEA and ACTWU are labor organizations within the meaning of Section 2(5) of the Act.

**II. THE DISPUTE**

**A. Work in Dispute**

The disputed work involves printer work on rotary screen print machines at the Employer's facilities in Webster, Massachusetts, and Fletcher, North Carolina.

**B. Background and Facts of Dispute**

The Employer's business involves application of color and design prints to cotton and cotton blend fabrics for use in the manufacture of women's clothing. Two of the Employer's printing plants are involved in this proceeding: one is located in Webster, Massachusetts, and the other in Fletcher, North Carolina. The printing operations, the job classifications, and the Employer's work assignments are virtually the same at both plants. ACTWU represents approximately 400 employees in a production and maintenance unit at each plant. MPEA represents approximately 34 machine printers, engravers, and apprentices at each plant.

Before 1983 the Employer utilized only roller print machines at the plants. The roller machine prints fabrics by means of engraved copper rollers. It requires frequent, skilled adjustment prior to and during operation. Each machine is manned by a crew of three: a printer, represented by MPEA, and two helpers, represented by ACTWU. The helpers work on the roller machines only at the direction of the printer. The printer bears ultimate responsibility for operation of the machine and for the quality of the product.

In July 1983 the Employer installed and put into operation a rotary screen print machine at the Fletcher plant. It is located in the same department as the roller print machines. A rotary screen print machine was scheduled for initial operation at the Webster plant in late November 1983. The rotary screen machine prints fabrics by means of engraved

rotary screens. Although its function is similar to that of the roller machine its operation is more automated: it requires less skilled adjustment than the roller machine. In manning the rotary screen machine at the Fletcher plant the Employer duplicated the work assignments which proved efficient on the roller machines: a three-man crew composed of one printer and two helpers. No new employees were hired to operate the new machine; the Employer merely switches a roller machine crew to the rotary screen machine when its use is required. The Employer plans to use the same work assignment at the Webster plant when the new rotary screen machine is operational there.

The Employer's long range plan is for a permanent combination of roller machines and rotary screen machines operating in one printing department at each plant. This would require a reduction of the number of roller machines presently operating from 12 to 8. There would be an increase in the number of rotary screen machines correlative with the reduction of roller machines. No new employees would be hired and no present employees would be laid off. The Employer would continue to rotate the three-man crews between the two types of machines. The crews would be under common supervision.

The Employer has specifically assigned the rotary screen printer work to MPEA members. This is reflected in the current collective-bargaining agreements between the Employer and MPEA covering each plant. The Employer has assigned rotary screen helper work to ACTWU members.

In September 1983 ACTWU filed unit clarification petitions with the Board ostensibly requesting inclusion of rotary screen printers in the bargaining units it represents at the two plants. MPEA reacted by threatening to strike if the rotary screen printer work is reassigned to ACTWU employees at either plant. The Employer's 8(b)(4)(D) charges against MPEA followed.

#### C. Contentions of the Parties

The Employer and the MPEA contend that all of the factors relevant to a determination of the dispute favor an award of the work to employees represented by MPEA. Essentially they argue that the viability of the Employer's plan for an integrated printing department at each plant depends on the roller printers performing the rotary screen printer work.

ACTWU contends that rotary screen printer work is more akin to the labor performed by its production and maintenance employees at the two plants than to the roller print work performed by MPEA members. ACTWU further contends that

the practice in the textile printing industry indicates that rotary screen printers tend to be placed in production and maintenance units and represented by ACTWU.

#### D. Applicability of the Statute

On or about 21 September 1983 MPEA threatened to strike if the Employer reassigned the disputed work to ACTWU members at the two plants. The threat to strike is evidenced by a letter dated 21 September 1983 from MPEA's president to the Employer's industrial relations director and by a letter dated 27 September 1983 from MPEA's attorney to the Board's Region 1 office. Based on the above we find reasonable cause to believe that a violation of Section 8(b)(4)(D) has occurred. In addition there is no evidence that the parties have an agreed-upon method for voluntary adjustment of the dispute within the meaning of Section 10(k) of the Act. Accordingly we find that the dispute is properly before the Board for determination.

#### E. Merits of the Dispute

Section 10(k) requires the Board to make an affirmative award of disputed work after considering various factors. *NLRB v. Electrical Workers IBEW Local 1212 (Columbia Broadcasting)*, 364 U.S. 573 (1961). The Board has held that its determination in a jurisdictional dispute is an act of judgment based on common sense and experience, reached by balancing the factors involved in a particular case. *Machinists Lodge 1743 (J. A. Jones Construction)*, 135 NLRB 1402 (1962).

The following factors are relevant in making the determination of this dispute.

##### 1. Collective-bargaining agreements

It is clear from the series of collective-bargaining agreements between the Employer and MPEA that that Union has traditionally represented machine printers at the two plants. The recognition clause of the latest MPEA agreement covering the Webster plant was expressly amended to include employees holding the job classification of "rotary screen printer" in the unit represented by MPEA. This contract went into effect 1 January 1983. In May 1983 the Employer and MPEA specially agreed that the printer work on the rotary screen machine about to be put into operation at the Fletcher plant would be assigned to employees represented by MPEA. This agreement was incorporated into the current collective-bargaining agreement covering the Fletcher plant. The recognition clause of the current contract was also amended specifically to include rotary screen printers. This agreement was effective 30 September 1983. The

amendments and additions in these current agreements appear to be the result of the Employer's and MPEA's effort to clarify the extent of the existing units at the plants and to set a basis for a separate pay scale for rotary screen printers.

The recognition clauses of the collective-bargaining agreements between the Employer and ACTWU covering the two plants expressly exclude "printers" from the units represented by ACTWU.

Taking into account the relevant terms of the respective collective-bargaining agreements we conclude that this factor favors an award of the disputed work to employees represented by MPEA.

## 2. Economy and efficiency of operation

The Employer's long range plan for an integrated printing department apparently depends on the three-man crews switching back and forth between the two types of machines as production demands require. In implementing this plan with the installation of the first rotary screen machine at Fletcher the Employer chose to duplicate the job assignments traditionally made with regard to the roller machines: one printer represented by the MPEA and two helpers represented by ACTWU. There were various reasons for the decision to duplicate: facilitation of the interchange between the two types of machines; the transferability of skills of the roller printers to the operation of the rotary screen machine; and the Employer's desire to maintain a pool of skilled roller printers based on foreseeable future needs. The Employer dismissed the idea of assigning the new printer work to ACTWU members because of the time and expense involved in training ACTWU members and because it would result in the loss of skilled roller printers through layoff.

The circumstances indicate that the use of employees represented by MPEA for the rotary screen printer work in this situation is and would continue to be economical and efficient; the use of employees represented by ACTWU would be neither.

## 3. Job impact

There was un rebutted testimony that there had been no layoffs of ACTWU members resulting from the assignment of the work to MPEA members and that there would be no such effect in the future if the present assignment continues. If however the disputed work is reassigned to ACTWU members the employer would be forced to lay off as many as nine MPEA members at each plant as it reduces the number of roller machines to achieve its planned integrated printing operation.

The job impact factor favors an award of the disputed work to employees represented by MPEA.

## 4. Relative skills

The record indicates that roller machine printers are specially skilled employees. Their skills mainly involve complex adjustments of the roller machine both prior to and during operation. Because the rotary screen machine in comparison with the roller machine is similar in function and simpler to adjust, the skills of the roller printer are easily transferable to rotary screen printing. A shift supervisor at the Employer's Webster plant testified that it would take only 2 to 4 weeks for an experienced roller printer to become fully qualified to operate a rotary screen machine.

ACTWU contends that the rotary screen printer work is comparable to the work performed by the production and maintenance employees it represents rather than to the work of the roller printers. The Union argues this to be true in terms of both necessary skills and comparable pay scales. ACTWU elicited testimony as to the printing skills of the roller machine helpers. They assist in operating the roller machines but only at the close direction of a printer. This indicates a sharp limitation on the printing skills the helpers may have acquired. There was no evidence in the record concerning the skills of other production and maintenance employees.

The Employer's shift supervisor gave un rebutted testimony that even an experienced roller machine helper would need 2 years of training to become qualified to operate a rotary screen machine.

We conclude that the relative skills factor favors an award of the disputed work to employees represented by MPEA.

## 5. Employer's practice and preference

The Employer's practice is evidenced by its assignment of the disputed work to MPEA members in its current collective-bargaining agreements with that Union. It is also noteworthy that in 1971 the Employer installed a new type of printing machine at its Webster plant; it was functionally similar to the roller machine but simpler to operate, somewhat like the rotary screen machine. At that time the Employer assigned the new printer work to MPEA employees and the new helper work to ACTWU members. This assignment continued for the 6 years that the machine was used at Webster.

The Employer's preference is that MPEA members perform the disputed work based on the economy and efficiency considerations explained above.

We find that these factors favor an award of the printer work to employees represented MPEA.

#### 6. Industry practice

ACTWU contends that the general practice in the textile printing industry is to place rotary screen printers in production and maintenance units rather than craft units represented by MPEA. ACTWU further contends that it represents rotary screen printers throughout the industry, even in those situations where MPEA represents an employer's roller printers.

The Employer and MPEA argue that the Employer's plants at Fletcher and Webster are different from other plants in the industry: no other textile printing plant operates a printing department where the roller and rotary screen printers work side by side, under common supervision, with interchange of the printers between the two types of machines.

ACTWU apparently could not produce evidence of industry practice bearing on integrated printing operations such as the Employer's. We find that the industry practice factor is not relevant to the determination of this dispute.

#### Conclusion

After considering all the relevant factors, we conclude that employees represented by MPEA are entitled to perform the work in dispute. We reach this conclusion relying on the collective-bargaining agreements, economy and efficiency of operation, job impact, relative skills of the groups of employees involved, and employer practice and preference. In making this determination, we are awarding the work to employees represented by MPEA, not to that Union or its members. The determination is limited to the controversy that gave rise to this proceeding.

#### DETERMINATION OF DISPUTE

The National Labor Relations Board makes the following Determination of Dispute.

Employees represented by Machine Printers and Engravers Association of the United States are entitled to perform printer work on rotary screen print machines at the Employer's facilities at Webster, Massachusetts, and Fletcher, North Carolina.

#### ORDER

It is hereby ordered that the petitions in Cases 1-UC-402 and 1-UC-403 are dismissed.