

In the Matter of SPRINGFIELD PLYWOOD CORPORATION and WILLAMETTE VALLEY DISTRICT COUNCIL CHARTERED BY UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA, AFL

Case No. 19-R-1476.—Decided May 19, 1945

Mr. Sam L. Janes, for the Company.

Mr. George E. Flood, of Seattle, Wash., *Mr. Doyle Pearson*, of Portland, Oreg., and *Mr. Reese Wingard*, of Eugene, Oreg., for the AFL.

Houghton, Clark & Coughlin, by *Mr. Paul Coughlin*, of Seattle, Wash., and *Mr. George W. Brown*, of Portland, Oreg., for the CIO.

Mr. Alfred J. Schweppe, of Seattle, Wash., for the Employer Association.

Mr. A. Sumner Lawrence, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon a petition duly filed by Willamette Valley District Council, Chartered by United Brotherhood of Carpenters & Joiners of America, AFL, herein called the AFL, alleging that a question affecting commerce had arisen concerning the representation of employees of Springfield Plywood Corporation, Springfield, Oregon, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before John E. Hedrick, Trial Examiner. Said hearing was held at Eugene, Oregon, on March 7 and 9, 1945. The Company, the AFL, Plywood Local No. 233, Plywood Veneer Box Shook & Door Council, District No. 9, IWA, affiliated with the CIO, herein called the CIO, and Plywood and Door Manufacturers Industrial Committee, herein called the Employer Association, appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The CIO's motion to dismiss the petition is granted and the

AFL's motion to dismiss the intervention by the CIO is denied for reasons hereinafter stated. All parties were afforded an opportunity to file briefs with the Board.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Plywood and Door Manufacturers Industrial Committee is an employer association, embracing approximately half of the companies engaged in the plywood manufacturing industry¹ in the Pacific Coast area comprising the States of Oregon and Washington.

Springfield Plywood Corporation, an Oregon corporation, has its principal office and place of business at Springfield, Oregon, where, in addition to other locations, the Company is engaged in the manufacture of plywood. In the operation of its Springfield plant, the only plant involved in this proceeding, the Company uses each month raw materials consisting of approximately 2 million board feet of logs from which it produces approximately 4¼ million square feet of plywood. Substantially all the products from the Company's plant are shipped to points outside the State of Oregon.

The Company admits that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATIONS INVOLVED

Willamette Valley District Council, Chartered by the United Brotherhood of Carpenters & Joiners of America, affiliated with the American Federation of Labor, is a labor organization admitting to membership employees of the Company.

Plywood Local Union No. 233, Plywood Box Shook & Door Council, District No. 9, International Woodworkers of America, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

III. THE ALLEGED APPROPRIATE UNIT

The AFL contends that the appropriate unit should consist of all employees of the Company at its Springfield, Oregon, plant, excluding the superintendent, office employees, shift foremen, and employees equal or superior to shift foremen. The CIO and the Employer Association do not dispute the categories requested for inclusion or ex-

¹ The AFL contends that the manufacture of plywood should not be recognized as a separate industry apart from the lumber industry as a whole. However, while plywood manufacturing is dependent upon forest products for its raw materials, it is, nevertheless, a specialized operation, distinct from the manufacture of lumber as defined by ordinary and commercial use.

clusion from the claimed unit, but do contend that the unit is inappropriate since the Company's employees are part of an established multiple-employer unit which should not be disturbed.

The organization and history of the Employer Association: The Employer Association, which was originally composed of eight member companies, was organized in 1940,² in response to a request from a group of CIO locals comprising a district council that negotiations with employers having CIO contracts be conducted on a district-wide basis. While in its original form the Employer Association was an unnamed committee consisting of members having employees represented by both the AFL and the CIO, it soon became an association composed exclusively of operators whose employees were affiliated with the latter organization. Thereafter, as the result of negotiations between the employers' committee, which later in the year was to become the Employers Association, and a similar committee representing the CIO Council, a working contract was concluded in June of 1940. Upon approval by the locals and the individual employers, this contract became, during the succeeding months of 1940 and early part of 1941, the basis for a series of identical agreements executed by and between the different employers and the appropriate CIO locals. While the members of the Employer Association have not formally bound themselves by an antecedent legal obligation to accept the decisions of the majority of the Association members in their dealings with the CIO,³ the individual members have invariably accepted the results of the employers' negotiating committee, including the adoption of numerous amendments to the uniform agreements. In addition to the negotiation of such labor agreements and numerous amendments thereto, the employers, acting through the Employer Association's negotiating committee, have participated in the settlement of employee grievances,⁴ and have also undertaken through the agency of the Standing Committee, a program to establish uniform rates of pay for the same types of work throughout the mills covered by the uniform agreements.⁵ Although the Employer Association has in the past few

² The organization of the Employer Association was the culmination of various efforts on the part of both the plywood manufacturers and the unions to obtain a basis for industry-wide negotiations, which efforts extended back to the year 1936

³ See *Matter of Stevens Coal Company*, 19 N. L. R. B. 98, 109-110, in which the Board held that the established custom by which employers have considered themselves bound "needs no antecedent legal obligation to govern their responsibility under the contracts"

⁴ Under the provisions of the uniform agreements, local grievances which cannot be settled locally will be referred to the Standing Committee of the Association whose decision will be final. The Standing Committee, as established by the uniform agreements, is composed of a committee representing the Employer Association and a committee representing the CIO Council

⁵ Under the terms of an amendment to the uniform agreements, effective January 1, 1941, the right of the Standing Committee to veto any change in the wage standardization program is established by the provision that "no change in the said 'Program' shall be made except upon the recommendation of the Standing Committee, as provided by the working agreement and adoption by the Company and the Union."

years again admitted to membership a group of plywood manufacturers who have bargaining relations with the AFL,⁶ the identity of the group of CIO employers for the purposes of collective bargaining has been preserved in a subcommittee known as the CIO Operators Standing Committee, which committee now holds and exercises solely for the benefit of an enlarged CIO employer group the joint bargaining functions formerly exercised by the Employer Association as a whole.⁷

The organization and history of employee organizations: In 1937 various CIO locals in the plywood industry in the Pacific Coast area comprising the States of Washington and Oregon, met and organized the Plywood Box Shook and Door Council, District No. 9. In the spring of 1940, the Council communicated with the employers subsequently identified with the Employer Association, and requested negotiations on an industry-wide basis. Thereafter, following the successful negotiation of an agreement with the employers' committee, the Council presented the contract to its constituent locals for approval and took a secret ballot of the membership of each local. Prior to the taking of such ballot, all the locals agreed to be bound by the majority vote of the locals, which agreement was subsequently observed by all locals, including the single local which voted against the adoption of the uniform agreement. Elsewhere the principle of majority rule is expressly recognized in the constitution and bylaws of the Council wherein it is provided that recommendations of the Council, which are approved by a majority of the members voting with respect thereto, will become law and binding upon all the locals affiliated therewith.

In addition to the aforesaid CIO Council, the record reveals that during the last few years, the AFL, acting through the United Brotherhood of Carpenters & Joiners of America, has organized within the States of Washington, Oregon, Montana, Idaho, and California, 17 district councils which together constitute the Northwestern Council of the Lumber and Sawmill Workers Union, chartered by the United Brotherhood of Carpenters & Joiners of America, AFL. This Council, as distinguished from the CIO Council hereinabove mentioned, operates throughout the lumber industry as a whole in contrast with the CIO Council, which confines its activity to plywood manufacturers.

Summary of the history of collective bargaining: As indicated above, since the year 1940, the members of the Employer Association have acted in unison in matters pertaining to wages, hours, and other conditions of employment. Signed collective bargaining agreements of

⁶ The inclusion of the AFL employers resulted from the desire of the latter to obtain the advisory services of the Employer Association with respect to common problems arising out of wage demands and the handling of proceedings before the National War Labor Board.

⁷ The CIO group has increased from 8 to 15 companies who at the date of the hearing had uniform agreements with CIO locals.

a uniform character,⁸ based upon the working agreement negotiated by the Employer Association and the CIO Council, have been in force among the individual employers and CIO locals continuously since 1940 or 1941 until April 1, 1945. Under the provisions of these agreements, both locals and employers, through the agency of the Standing Committee therein established, have negotiated upon a multiple-employer basis, numerous contract interpretations, grievances, and amendments to the uniform agreements. In addition thereto, they have established by joint action in many instances uniform rates of pay for the same types of work throughout the mills owned and operated by members of the Employer Association, in accordance with the program of wage standardization adopted and confirmed by the uniform agreements.⁹

This system of dealing which has become traditional among the group of plywood operators and locals who have participated therein, has proved conducive to the orderly functioning of collective bargaining and has contributed to uniformity and stability of labor relations in a comparatively large portion of the plywood manufacturing industry. The record indicates that during the period covered by uniform labor agreements and joint collective bargaining on the part of both unions and employers, the plywood manufacturing industry as represented by the members of the CIO group in the Employer Association, has been singularly free from major industrial strife.¹⁰ While there are at present no uniform agreements in existence with respect to the group of CIO employers herein concerned, both the CIO and the Employer Association representatives have notified each other that they desire to negotiate an extension of the uniform agreement for subsequent adoption by the locals and the individual employers. Moreover, the CIO local with which the Company had its last uniform agreement has given no indication of a desire to negotiate its own agreement without the aid of the CIO Council. There is no evidence in the record that the Company or any member of the CIO employer group is dissatisfied with the present bargaining procedure, or has expressed an intent to pursue an individualistic course of action with regard to its labor relations.¹¹

Conclusions

On the basis of the facts above referred to, and upon the entire record in the case, we are of the opinion that, notwithstanding evi-

⁸ The various uniform agreements are exclusive bargaining agreements for a period of approximately 1 year from the date thereof and thereafter automatically renewable each year until the year 1945, when all agreements terminate according to the express provisions thereof.

⁹ The program of wage standardization, although incorporated in the uniform agreements which have recently terminated, will nevertheless continue by the express terms thereof until December 31, 1945.

¹⁰ The evidence discloses that throughout the period in question there has not been a single instance of a work stoppage in the plywood plants organized by the CIO.

¹¹ The Chairman of the Employer Association testified that no CIO employer had expressed to him an unwillingness to extend the uniform agreement.

dence indicating the appropriateness, from a functional viewpoint, of a bargaining unit confined to one plant of a single employer, the course of collective bargaining, which since 1940 has been conducted on a multiple-employer or Association-wide basis, must govern the scope of the appropriate unit in the present instance. In reaching this conclusion, we find that the facts in the present proceeding are substantially similar to those in prior cases in which multiple-employer units have been found appropriate, where, notwithstanding the informal character of the employer associations therein concerned, the members of such associations have "established a practice of joint action in regard to labor relations by negotiation with an effective employee organization, and have, by their customary adherence to the uniform labor agreements resulting therefrom, demonstrated their desire to be bound by group rather than by individual action."¹² Accordingly, we find that the single-employer unit requested by the AFL is inappropriate for the purposes of collective bargaining.

IV. THE ALLEGED QUESTION CONCERNING REPRESENTATION

Since the bargaining unit sought to be established by the petition is inappropriate as stated in Section III, above, we find that no question has arisen concerning the representation of employees of the Company in an appropriate bargaining unit.

ORDER

Upon the basis of the foregoing findings of fact, the National Labor Relations Board hereby orders that the petition for investigation and certification of representatives of employees of Springfield Plywood Corporation, Springfield, Oregon, filed by Willamette Valley District Council, Chartered by United Brotherhood of Carpenters & Joiners of America, AFL, be, and it hereby is, dismissed.

¹² See *Matter of Rayonier, Incorporated, Grays Harbor Division*, 52 N. L. R. B. 1269, at 1274, 1275, *Matter of Dolese & Shepherd Company*, 56 N. L. R. B. 532, at 539, *Matter of Advance Tanning Company, et al.*, 60 N. L. R. B. 923. Cf. *Matter of Great Bear Logging Company*, 59 N. L. R. B. 701, where a multiple-employer unit was found inappropriate in view of the expressed intent of the company to pursue an individualistic course of action with regard to its labor relations. Cf. also *Matter of Aluminum Company of America*, 61 N. L. R. B. 251, where the company conducted extensive negotiations with the individual locals in addition to those conducted on behalf of all the locals by their joint representatives and where, unlike the instant case, there was no evidence that the locals as a group had agreed to be bound by majority action; the Board found therefore that the joint negotiations were adopted by the company as an expedient and did not indicate a desire on the part of the locals to be bound by group action or to establish an effective employee organization for the purpose of bargaining collectively upon a multiple-plant basis. With further regard to the necessity for an effective employee organization in the establishment of a multiple-employer unit, see *Matter of United Fur Manufacture Association*, 49 N. L. R. B. 1405.