

Regarding the insubordination the General Counsel makes two points: (1) There was no insubordination here because no instructions had been given or rule promulgated regarding the procedure to be following in submitting a petition to management; and (2) assuming *arguendo* that Morin had received such instructions, the General Counsel questions whether the Respondent can "impose restrictions on the manner in which employees may engage in concerted activities" protected by the Act. Although I have found the facts to be contrary to those stated in (1), above, I deem it unnecessary to comment on or further dispose of either point raised by the General Counsel. In my opinion quite apart from the petition procedure and the question of insubordination, the smash of cloth incident, Morin's attitude toward Toth, and the apparent long-standing dislike of Morin by York sustain Respondent's contention that Morin was discharged for cause within the meaning of Section 10 (c) of the Act.

Accordingly, upon the entire record, and in view of the foregoing, I shall recommend that the complaint herein be dismissed.

Upon the basis of the foregoing findings of fact, and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. The Cotwool Manufacturing Corporation (Farnsworth Mill Division) is engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.
2. The above-named Company has not engaged in unfair labor practices, as alleged in the complaint, within the meaning of Section 8 (a) (1) and (3) of the Act.

[Recommendations omitted from publication.]

Wakefield's Deep Sea Trawlers, Inc., and Wakefield Fisheries, Inc. and William F. Maas, Petitioner and International Longshoremen's and Warehousemen's Union (Fishermen's and Allied Workers' Division), Local No. 3. Case No. 19-UD-12. April 10, 1956

DECISION AND ORDER

Upon a petition duly filed under Section 9 (e) of the National Labor Relations Act, a hearing was held before Albert L. Gese, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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

1. The Employer is engaged in commerce within the meaning of the Act.
2. The labor organization involved claims to represent employees of the Employer.
3. In 1951, the Employer and the Union executed an agreement which continued through 1952.¹ Following charges filed by the Union, the Board, on June 27, 1955, issued its Decision and Order requiring the Employer to bargain with the Union.² The Employer testified that it has been willing to bargain since that date, that several negotiation conferences have taken place, the last meeting having taken place on January 24, 1956. However, as of the date of the

¹ 112 NLRB 1357, 1362.

² 112 NLRB 1357, 1360.

hearing no contract had as yet been signed, negotiations still being in progress. It was stipulated by the parties that no union-security provision covering the employees of the Employer is incorporated in any existing agreement.

The Union moved to dismiss the petition on the ground that no agreement being in existence, the petition cannot be brought under Section 9 (e) of the Act.

We find merit in the Union's contention. Section 9 (e) (1) provides:

Upon the filing with the Board, by 30 per centum or more of the employees in a bargaining unit *covered by an agreement* between their employer and a labor organization made pursuant to section 8 (a) (3), of a petition alleging they desire that such authority be rescinded, the Board shall take a secret ballot of the employees in such unit and certify the results thereof to such labor organization and to the employer. [Emphasis supplied.]

The foregoing provision makes it clear that the right of employees to file a deauthorization petition is conditioned upon the existence of an agreement between the Employer and a labor organization made pursuant to Section 8 (a) (3) of the Act. As the Board declared in *Great Atlantic & Pacific Tea Company*,³ an affirmative deauthorization vote relieves employees of the obligations imposed by an existing union-security agreement. Because in the present instance there is no union-security agreement in effect and no obligation is imposed on the employees, we shall dismiss the petition.

[The Board dismissed the petition.]

³ 100 NLRB 1494, 1497.

Desaulniers and Company and Amalgamated Lithographers of America, AFL-CIO, Petitioner

Employer Members of Tri-Cities Section of Graphic Arts Industry, Inc.¹ and Amalgamated Lithographers of America, AFL-CIO, Petitioner. Cases Nos. 13-RC-4614 and 13-RC-4615. April 12, 1956

DECISION AND DIRECTION OF ELECTION

Upon petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before Frances P. Dom,

¹ Herein referred to as the Association. The Employer-members of the Association involved in this proceeding are: Desaulniers and Company, Bawden Brothers, Inc., Augustana Book Concern, and The Palmer School of Chiropractic.