properly be viewed as the entering into of another agreement with terms similar to article 25 and similarly unlawful. On this record it is my conclusion that the Union and the automobile dealers "entered into" an agreement within the meaning of Section 8(e) by their action in June 1960 wherein they acknowledged and maintained the current effectiveness and application of article 25 and, more particularly, by the conduct of Local 618 in urging that, pursuant to the aforesaid provision in the collective-bargaining agreement, Clayton Motors and Forest Cadillac cease doing business with Seat Cover Mart. In so doing, the Respondent Union violated Section 8(e) as alleged in the complaint.

IV. THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I will recommend that it cease and desist therefrom and take certain affirmative action to effectuate the policies of the Act.

CONCLUSIONS OF LAW

1. Local 618 is a labor organization within the meaning of the Act.
2. Greater St. Louis Automotive Trimmers and Upholsterers Association, Inc., and its members, are engaged in commerce within the meaning of the Act.
3. The Respondent Union violated Section 8(e) of the Act by entering into and maintaining contracts with the members of the Greater St. Louis Automotive Association, Inc., whereby those employers agreed that when they found it feasible to send out work that would ordinarily be performed by their own employees, preference would be given to shops or subcontractors having contracts with the Union.
4. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

[Recommendations omitted from publication.]

Weyerhaeuser Company *and* Amalgamated Lithographers of America, Local #4. *Case No. 13–CA–3750. December 19, 1961*

DECISION AND ORDER

On October 25, 1960, Trial Examiner Charles W. Whittemore issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had not engaged in certain alleged unfair labor practices and recommending that the complaint herein be dismissed, as set forth in the Intermediate Report attached hereto. Thereafter, the General Counsel and the Charging Party, Amalgamated Lithographers of America, Local #4, filed exceptions to the Intermediate Report and briefs in support thereof. The Respondent filed a brief in support of the Intermediate Report but excepted to rulings of the Trial Examiner excluding certain evidence proffered by the Respondent.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in this case, and for the reasons discussed below finds merit in the General Counsel's and Charging Party's exceptions to the Intermediate Report. Accordingly, the Board adopts only those findings, conclusions, and recommendations of the Trial Examiner which are consistent with the decision herein.

The Employer operates a folding box and paper carton factory at Chicago, Illinois. It employs production and maintenance workers in the manufacturing section of the plant, as well as letterpress and lithographic printing employees in the plant's printing department. On March 7, 1960, Amalgamated Lithographers of America, Local #4,[1] filed a petition for a representation election requesting a unit of "all lithographic production employees."[2] At the hearing in this representation case, Printing Specialties and Paper Products Union No. 415, International Printing Pressmen and Assistants' Union of North America, AFL–CIO, intervened on the basis of a showing of interest, and subsequently on April 28, 1960, filed a petition for "all production and maintenance employees of the Company, including plant clerical[s]."[3] Hearings in Case No. 13–RC–7069 were held on April 11 and 12, 1960; hearing in the consolidated proceedings, Cases Nos. 13–RC–7069 and 13–RC–7168, were held on May 31 and June 1, 1960.

On June 17, 1960, the Respondent filed a motion in the representation proceedings, as consolidated, asking that the record be reopened and the cases remanded to the Region for further hearing. It alleged in a supporting affidavit of its labor relations manager, James A. Brooks, that it had instituted a program of training and interchange among the printing department personnel since the conclusion of the representation case hearings on June 1, 1960, so that henceforth all personnel in that department would be trained in the operations of both lithographic and letterpress equipment, and that after June 10, 1960, they would be used interchangeably on both types of equipment. The affidavit declared further: "6. The purpose of this change is to avoid the necessity of abandoning lithographic printing due to the uneconomical and uncompetitive working conditions which have been and will be demanded by the Amalgamated Lithographers of America when lithographic production workers are separated from all other production and maintenance workers at this plant." The Respondent moved that further evidence be taken on this interchange since it alleged that the interchange was substantial in relation to the doctrine of *Pacific Press*.[4]

The record of proceedings in the aforementioned representation cases,[5] of which we take official notice, discloses that 16 regular lithographic production employees, including first pressmen, second pressmen, machine feeders, helpers, and floormen, spent all of their time in

[1] Hereinafter known as Lithographers.
[2] Case No. 13–RC–7069.
[3] Case No 13–RC–7168.
[4] *Pacific Press, Inc.*, 66 NLRB 458. In that case, the Board held that when interchange between offset and letter pressmen is substantial, the Board will not direct an election in a separate unit of offset or lithographic pressmen, but will find an overall unit of all pressmen to be the appropriate unit.
[5] Cases Nos. 13–RC–7069 and 13–RC–7168.

the operation of lithographic presses, except during occasional production emergencies or to avoid layoffs, when they were assigned to nonlithographic work elsewhere in the plant. It is clear that at the time of the representation proceeding and before the Respondent initiated the changes in the printing department the lithographic production employees constituted a traditional unit of lithographic production employees entitled to separate representation.[6]

The complaint in the instant proceeding alleges, and the Respondent admits in its answer, that Lithographers requested collective bargaining on or about March 7, 1960, for all lithographic production employees, apparently by the filing of a petition. The complaint also alleges, and Respondent in effect admits, that it has instituted the aforesaid training and interchange program and has, thereby, been erasing the distinction which previously existed between lithographic and letterpress employees. Although the Respondent had been aware for a considerable period of time of the organizing activities of the Lithographers among lithographic workers at Respondent's other plants, and although it claims that it had considered making the interchange in question for several years, the fact remains that Respondent did not institute the interchange until organizing activities began among its lithographic employees. According to its vice president, it thereafter instituted the changes in order to avoid "fragmentizing" the Chicago plant, because it was concerned that the effect of such "fragmentizing" would impair its ability to fill orders in accordance with customers' specifications and to adjust the production load of the plant. Respondent further asserts that its decision to interchange was also influenced by a desire to preserve "flexibility" of working crews and to enable employees to become proficient in both lithographic and letterpress work.[7]

As the Trial Examiner indicated, one of the issues in this proceeding is whether the Respondent, by this interchange of lithographic and letterpress employees after the close of the representation hearings, violated the rights of its employees guaranteed by Section 7 of the Act to freely join and support a union of their own choosing. In resolving this issue, he concluded that there was "no evidence" in this proceeding to show that any employee had been unlawfully interfered with, restrained, or coerced. We do not agree. We find, rather, that

[6] Note our issuance of Decision and Direction of Elections in these representation cases, Cases Nos 13–RC–7069 and 13–RC–7168, issued simultaneously with this decision as 134 NLRB 1381.

[7] In its brief, Respondent asserts that the Trial Examiner erred in refusing to allow the introduction of certain evidence regarding its cost experience at other plants in dealing with Lithographers, and bargaining demands of Lithographers at those plants, especially its experience at Rochester, New York. In view of the fact that the Trial Examiner allowed introduction of other evidence of this type, we find that to have allowed the introduction of additional evidence sought by Respondent would have been cumulative We hereby affirm the rulings of the Trial Examiner since adequate evidence with regard to cost and plant operation is adduced in the present record.

by organizing its printing department in such manner as to remove the basis for finding a unit of lithographic production employees appropriate, Respondent sought to frustrate the desires of the lithographic employees to organize and to select Lithographers as their bargaining representative. Such conduct is, we find, clearly in violation of the rights guaranteed employees in Section 7 of the Act. We further find that such conduct tended to unlawfully discourage membership in Lithographers.

In so finding, we are not overlooking Respondent's claimed interest in reorganizing its operations for economic, and not for antiunion, considerations. Thus, the Respondent points out that its competitive position in the market would be seriously impaired if it had to pay the rates which, it speculated, would be demanded by Lithographers, since no comparable plants in the Chicago area had collective-bargaining agreements with the Lithographers. We find no merit in this position; for what it would mean, in essence, is that every potential increase in costs for an employer in a competitive market which can result from the organizing activities of its employees is justification for interfering with such organizing activities, and, therefore, that no employees may ever achieve union organization unless an employer is convinced that such organization will not alter the employer's competitive position, or the employer is willing to assume this risk. The situation here is clearly in conflict with the policies of the Act.[8] We find, moreover, that Respondent's misplaced reliance on such cases as *Adkins Transfer*[9] cannot be persuasive in this proceeding. Unlike those cases, the Respondent here found no reason to, nor was it desirous of, discontinuing its lithographic operations. In denying enforcement in the *Adkins* case, the court observed that the employer had discontinued its operations and had not thereafter hired any other employees or replaced those discharged. Moreover, we have expressed our respectful disagreement with such cases.[10]

Although it was not shown that the lithographic production employees involved in the interchange program have suffered any specific monetary losses as a result of their new training and assignments, it

[8] At no point in this proceeding does Respondent contend that it instituted the interchange in question for any reason except to avoid the possibility that its lithographic employees might be organized by Lithographers, with the single exception of an assertion that the interchange was instituted to preserve "flexibility." However, the evidence fairly establishes that the Respondent would not have taken such action to preserve "flexibility," or other action, but for the incidence of organizational activity on the part of its lithographic production employees.

[9] *N L R B.* v *Adkins Transfer Company, Inc.*, 226 F. 2d 324 (C.A. 6); *N L.R.B* v. *The R. C. Mahon Company*, 269 F 2d 44 (C.A. 6); *N.L.R.B.* v. *The Houston Chronicle Publishing Company*, 211 F 2d 848 (C.A. 5). See also *N L R B* v. *Tennessee-Carolina Transportation, Inc*, 226 F. 2d 743 (C A 6); *N.L R B.* v. *J. M Lassing, et al., d/b/a Consumers Gasoline Stations*, 284 F 2d 781 (C.A 6), cert denied 366 U S. 909; *Jays Foods Inc*, *an Illinois Corporation* v. *N.L R B.*, 292 F. 2d 317 (C A. 7).

[10] *Jays Foods Inc.*, 129 NLRB 690, footnote 2 (enforcement denied, *supra*, at footnote 9)

is established that loss to employees is not a necessary element in establishing a violation of Section 8(a)(3).[11]

We conclude that by reorganizing its printing operations in the above-described circumstances, Respondent interfered with, restrained, and coerced its employees in the exercise of their rights under Section 7 of the Act, thereby violating Section 8(a)(1) of the Act, and that it has also violated Section 8(a)(3) of the Act.[12] These are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

As we have found that Respondent engaged in conduct violative of Section 8(a)(1) and (3) of the Act, we shall issue an appropriate order requiring Respondent to cease and desist from such conduct and to perform certain affirmative acts in order to remedy the unfair labor practices committed. The remedy provided for herein is related to our concurrent decision in the aforementioned representation cases.[13]

In fashioning a remedy in this proceeding, we do not find it necessary at this time to order the Employer to restore the physical organization of its printing department to the *status quo ante* at the time of the representation proceedings in order to effectuate the policies of the Act. We think it will suffice if we order that an election be conducted among the lithographic employees, the details of which are set out in our decision in the representation cases, to permit them to determine for themselves whether they desire to be represented by the Lithographers. Since no lithographic employee has been deprived of a job or suffered any economic loss as a result of the Respondent's unfair labor practices, and since we are not directing the restoration of the *status quo ante*, we shall make no provision for reinstatement or the payment of backpay.

ORDER

Upon the entire record in the case, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Weyerhaeuser Company, Chicago, Illinois, its officers, agents, successors, and assigns, shall:

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[11] *Montauk Iron & Steel Corp.*, 127 NLRB 993, 1006; *Herman Nelson Division, American Air Filter Company, Inc*, 127 NLRB 939, 940, 946–947; *El Diario Publishing Co, Inc.*, 114 NLRB 965, 975

[12] *N.L.R.B.* v. *Hugh Major, d/b/a Hugh Major Truck Service*, 296 F 2d 466 (C A 7); *N L R B.* v. *Missouri Transit Company, et al*, 250 F. 2d 261 (C.A. 8); *Williams Motor Company* v. *N.L R.B.*, 128 F. 2d 960 (C.A 8).

[13] Cases Nos. 13–RC–7069 and 13–RC–7168 issued simultaneously herewith and are reported in 134 NLRB 1381.

1. Cease and desist from:

(a) Discouraging membership in Amalgamated Lithographers of America, Local #4, or in any other labor organization of its employees, by discriminating in regard to hire, tenure, or any term or condition of employment, through retraining, interchanging, or transferring lithographic production employees, or any other employees, or by discriminating against them in any other manner.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights of self-organization, to form labor organizations, to bargain collectively through representatives of their own choosing, and to engage in any other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities, except as authorized in Section 8(a)(3) of the Act, as amended, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to identify lithographic production employees and their replacements, as they were constituted on the date of the representation hearings in Cases Nos. 13–RC–7069 and 13–RC–7168, for the purpose of conducting elections therein.

(b) Post in its plant at Chicago, Illinois, copies of the notice attached hereto marked "Appendix."[14] Copies of said notice, to be furnished by the Regional Director for the Thirteenth Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to its employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for the Thirteenth Region, in writing, within 10 days from the date of this Order, what steps have been taken to comply herewith.

MEMBER RODGERS took no part in the consideration of the above Decision and Order.

[14] In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

WE WILL NOT discourage membership in Amalgamated Lithographers of America, Local #4, or in any other labor organization of our employees, by discriminating in regard to hire, tenure, or any term or condition of employment through retraining, interchanging, or transferring lithographic production employees, or any other employees, or by discriminating against them in any other manner.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

All our employees are free to become, remain, or refrain from becoming or remaining, members of any union or other labor organization, except to the extent that this right is affected by a collective-bargaining agreement that conforms with Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

WEYERHAEUSER COMPANY,
Employer.

Dated_____ By_____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

INTERMEDIATE REPORT

STATEMENT OF THE CASE

A charge having been duly filed and served, a complaint and notice of hearing thereon having been issued and served by the General Counsel of the National Labor Relations Board, and an answer having been filed by the above-named Respondent, a hearing involving allegations of unfair labor practices in violation of Section

8(a)(1) and (3) of the National Labor Relations Act, as amended, was held in Chicago, Illinois, on September 22, 1960, before the duly designated Trial Examiner.

At the hearing all parties were represented by counsel, and were afforded full opportunity to present evidence pertinent to the issues, to argue orally, and to file briefs. Briefs have been received from all parties.

The Respondent's motion to dismiss the complaint, upon which ruling was reserved at the conclusion of the hearing, is disposed of by the following findings, conclusions, and recommendations.

Upon the record thus made, and from his observation of the witnesses, the Trial Examiner makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Weyerhaeuser Company is a Washington corporation, maintaining a principal office and place of business in Chicago, Illinois, and various other plants and places of business in 26 States of the United States. At such plants it is engaged in the manufacture, sale, and distribution of folding boxes. The Chicago plant is the only one involved in these proceedings.

During the calendar year of 1959 the Respondent purchased, transferred, and delivered to the Chicago plant goods and materials valued at more than $50,000 directly from points outside the State of Illinois.

During the same period it sold and shipped goods and materials valued at more than $50,000 from the Chicago plant to points outside the State of Illinois.

The Respondent is engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Amalgamated Lithographers of America, Local #4, is a labor organization admitting to membership employees of the Respondent.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Setting and issues*

At the opening of the hearing, the following stipulation of the parties was read into the record:

> Charging party on March 7, 1960, petitioned for an election in a unit of all lithographic production employees, but excluding office clerical employees, guards, professional employees and supervisors as defined in the Act, at the Respondent's Chicago, Illinois, branch in Case No. 13–RC–7069. Hearing was held on this petition on April 11 and 12, 1960. Printing Specialties and Paper Products Union No. 415 intervened. Respondent and Printing Specialties and Paper Products Union No. 415 both took the position that a separate unit of lithographic production employees was inappropriate.
>
> Printing Specialties and Paper Products Union No. 415 on May 2, 1960, petitioned for an election in a unit of all production and maintenance employees, including plant clericals, but excluding office clerical, professional employees, guards, and supervisors as defined in the Act at the Respondent's Chicago, Illinois, plant in Case No. 13–RC–7168. At the request of Respondent and Printing Specialties and Paper Products Union No. 415, the Board on May 10, 1960, ordered the record in Case No. 13–RC–7069 reopened and remanded the case to the Regional Director of the Thirteenth Region for the purpose of consolidation with Case No. 13–RC–7168. The cases were duly consolidated on May 11, 1960, and hearing thereon was held on May 31 and June 1, 1960. Charging Party intervened in Case No. 13–RC–7168 and took the position that a separate unit of lithographic production employees was appropriate.
>
> On June 17, 1960, Respondent filed a motion to remand for further hearings in consolidated Cases Nos. 13–RC–7069 and 13–RC–7168. Said motion is marked for identification as General Counsel's Exhibit No. 2 and is hereby offered into evidence by counsel.
>
> In support of its motion, Respondent attached to it and filed with it the affidavit of James A. Brooks, Respondent's manager of labor relations. Said affidavit is marked for identification as General Counsel's Exhibit No. 3 and is hereby offered into evidence by the General Counsel without objection from Respondent or Charging Party.

If Brooks were called as a witness today, he would testify that the matters contained in General Counsel's exhibit 3 were true and correct as of the time the affidavit was made.

The Charging Party filed a pleading in opposition to the Respondent's motion to remand but no counter-affidavit with respect to the facts has been filed in Cases Nos. 13–RC–7069 and 13–RC–7168.

The Board has not yet acted on Respondent's motion to remand for further hearings, nor has it handed down its decision in Cases Nos. 13–RC–7069 and 13–RC–7168.

Respondent reserved the right to object to the materiality of any and all the facts stated above.[1]

The Respondent's motion to remand, referred to as General Counsel's Exhibit No. 2, dated June 16, 1960, reads as follows:

Weyerhaeuser Company, Respondent, by Bell, Boyd, Marshall & Lloyd and Thomas R. McMillen, its attorneys, respectfully requests that the above-entitled cause (Cases Nos. 13–RC–7168 and 7069) be remanded to the Regional Director, Thirteenth Region, for further proceedings in the light of the substantially changed circumstances which have occurred since the hearing was concluded on June 1, 1960. In support thereof, Respondent attaches the affidavit of James A. Brooks, which is made a part hereof by reference.

Respondent is presently engaged in operational changes which substantially alter the unit claimed to be appropriate by petitioner Amalgamated Lithographers of America. These changes create a unit of employees who utilize both lithographic and letterpress operations and equipment interchangeably. The interchange is substantial, with the doctrine of *Pacific Press,* 66 NLRB 458. The unit sought by Petitioner Amalgamated Lithographers of America is not appropriate in such circumstances.

Respondent respectfully submits that the full facts of these changes should be investigated by a further hearing and that the National Labor Relations Board should not decide the question of an appropriate unit or hold an election in the above cause until the changes circumstances can be fully considered by the Board.

Weyerhaeuser Company, Respondent, further requests that the time for filing its brief in the above-entitled cause be extended until 14 days after completion of the hearings on remand or 14 days after other disposition of this motion, whichever is later, since a brief should not be required until the Board has determined that the record is completed.

The affidavit of Brooks, referred to in the stipulation above, reads as follows:

James A. Brooks, having been first duly sworn, on oath states:

1. He is manager of labor relations of the Weyerhaeuser Company, boxboard and folding carton division, with his office located at 919 North Michigan Avenue, Chicago, Illinois. He makes this affidavit in such capacity on behalf of Weyerhaeuser Company.

2. On June 3, 1960, he held a preliminary meeting with an international representative of the Amalgamated Lithographers of America as the certified bargaining representative of the lithographic production employees at Weyerhaeuser Company's folding box plant at Middlebury, Indiana. The meeting was the first one held between the company and the Lithographers Union and was held in compliance with an order of the United States Court of Appeals for the 7th Circuit entered on May 23, 1960, in Case No. 12793 entitled *National Labor Relations Board* v. *Weyerhaeuser Company.*

3. Some of the union's demands submitted for lithographic production workers at said meeting on June 3, 1960, and the comparable terms and conditions of employment now existing for those workers at the Middlebury plant are: [2]

* * * * * * *

All other production and maintenance workers at the Middlebury plant except for lithographic workers are covered by a collective bargaining contract embodying terms set forth in the right-hand column above, except that hourly

[1] The two exhibits referred to were received in evidence without objection. Counsel for the Respondent objected to the materiality of certain facts contained in the stipulation but conceded their accuracy. His objections and motion to strike such facts as he considered immaterial were overruled.

[2] The comparative list is omitted herein, in the interest of space saving

rates are different for different job classifications. This contract extends to May 16, 1962.

4. The provisions demanded by the Amalgamated Lithographers of America are part of the nationwide bargaining pattern of the Amalgamated Lithographers of America. They are substantially the same terms as are embodied in the contract between Local No. 4 of the Amalgamated Lithographers of America and the Chicago Lithographers Association which is identified as Company Exhibit 2 in this cause. The Weyerhaeuser Company managerment has now decided that a contract embodying even part of the terms demanded by the Amalgamated Lithographers of America would make it unprofitable for the company to continue to use lithographic printing in manufacturing folding boxes at Middlebury or elsewhere. Furthermore, the unrest and dissension which these terms would create among the other employees of the Chicago plant and of the Middlebury plant would jeopardize if not destroy the company's competitive position in the remainder of the operations at those plants. The Amalgamated Lithographers of America does not represent the lithographic employees of any of Weyerhaeuser's competitors in the Chicago or Middlebury area, and those competitors will therefore not be subjected to the demands and disruption caused by the Amalgamated Lithographers of America at Middlebury. On the other hand, the lithographic process of printing constitutes such an important proportion of the company's production that a temporary or permanent interruption of this process, by strike or abandonment, would cause irreparable harm to the company and to its employees.

5. Affiant and other officials of the Weyerhaeuser Company have concluded that a change in the organization of the company's printing departments is necessary to preserve the company's right to continue to use the lithographic process. Therefore on June 10, 1960, a change in the organization of the printing department in the company's Chicago Branch was instituted. Effective immediately, all personnel engaged in printing operations will be trained in the operation of both offset and letterpress equipment interchangeably and will be used interchangeably on both types of equipment. After a period of training and transition, there will no longer be any distinction between offset and letterpress personnel insofar as their skills and duties are concerned, and the personnel will be alternated from one method of printing to the other so that each man will spend a substantial amount of time on each process. Hours, rates of pay, and other working conditions will continue to be standardized between the two types of printing.

6. The purpose of this change is to avoid the necessity of abandoning lithographic printing due to the uneconomical and uncompetitive working conditions which have been and will be demanded by the Amalgamated Lithographers of America when lithographic production workers are separated from all other production and maintenance workers at this plant.

The complaint alleges and the answer admits that on June 10, 1960, the reorganization of the Respondent's printing department was effected as set out in the above-quoted affidavit. By this reorganization and training, the complaint further contends and the answer admits, the Respondent has been erasing whatever distinction there may have been between the offset and letterpress personnel insofar as their skills and duties are concerned.

It is General Counsel's claim, opposed by the Respondent, that the above-described changes have been instituted "so that Respondent can avoid bargaining collectively with the (Charging) Union as the exclusive representative of all lithographic production employees in the printing department," and that the action discriminates "in regard to the hire, or tenure, or terms, or conditions of employment" thereby discouraging membership in a labor organization in violation of Section 8(a)(3) of the Act, and furthermore interferes with, restrains, and coerces "employees in the exercise of the rights guaranteed in Section 7 of the Act" in violation of Section 8(a)(1) of the Act.

B. *Conclusions*

With the introduction of the stipulation and the documents above described, General Counsel rested his case. The sole question here is whether the reorganization effected violated the Act—and specifically Section 8(a)(3) and (1) of the Act.

It appears to the Trial Examiner that General Counsel has overlooked the prime fact that each of the sections of the Act which he invokes accords certain rights to employees only—and *not* to labor organizations. The one section—8(a)(5) which prohibits an employer from refusing to bargain with "the repre-

sentatives of his employees" and thereby through indirection provides a labor organization with rights as the agent of such employees—is not invoked by General Counsel. That is, there is no claim that by the action in question the Respondent has failed to bargain in good faith with the Charging Union. Obvious reasons exist for the lack of such claim. Both the unit and the majority elements are still before the Board, and in the investigation stage.

So far as the record before the Trial Examiner is concerned, there is no evidence that any employee has been interfered with, restrained, or coerced in his right to join or not to join any labor organization, or to select as his bargaining agent any labor organization, or that individually or collectively employees have been discriminated against in fact or for the purpose of discouraging or encouraging membership in any labor organization.

Brooks' affidavit makes it clear that the Respondent does not relish the idea of splitting off its lithographers from the rest of its printing department, and that as an economic move it has effected a reorganization. And unless it be held that a labor organization acquires some proprietary control over an employer's way of conducting his business merely by asking to bargain for a specific group of his employees, the Trial Examiner fails to perceive how any section of the Act has been violated.

It would appear that General Counsel is anticipating a possible right which the Charging Union may acquire, at some future time, as the bargaining agent of the lithographers only. But until that right has been certified, by the Board, it does not exist and can hardly be violated. And until that right is violated, there can be no derivative violation of Section 8(a)(1).

It will be recommended that the complaint be dismissed.

[Recommendations omitted from publication.]

Weyerhaeuser Company *and* Amalgamated Lithographers of America, Local No. 4, Petitioner

Weyerhaeuser Company *and* Printing Specialties & Paper Products Union No. 415, affiliated with International Printing Pressmen and Assistants' Union of North America, AFL–CIO, Petitioner. *Cases Nos. 13–RC–7069 and 13–RC–7168. December 19, 1961*

DECISION AND DIRECTION OF ELECTIONS

Upon petitions duly filed under Section 9(c) of the National Labor Relations Act, consolidated hearings were held before Rush F. Hall, 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 these cases,[1] the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act.[2]

2. The labor organizations involved claim to represent certain employees of the Employer.

[1] The Employer's request for oral argument is hereby denied, as the record in this proceeding, including the briefs of the parties, adequately presents the issues and positions of the parties.

[2] The parties stipulated that the Employer is engaged in the manufacture of folding cartons and paper boxes at its Chicago, Illinois, plant and produces and ships goods directly outside the State of Illinois in value exceeding $400,000 per annum.