

also drove by the homes of the same three employee organizers who were in meetings at the Massey Motel.

Rodgers has been discredited in his efforts to cover up the fact that his business in Anderson over a period of time included duties related to the Union's organizing drive at Respondent's plant. In consideration of all the factors described,<sup>18</sup> I find Rodgers' explanations for the alleged surveillance activities implausible and unsatisfactory; I do not credit them. On the affirmative side, the evidence is sufficient that Rodgers, at times with Sam Jordan, was deliberate in seeking to observe the meeting place at Pedigo's motel, and the homes and activities of the Allens and McKinney.<sup>19</sup> It is not necessary separately to make findings on each of the incidents in the testimony. For the various reasons indicated, I conclude on the collective evidence in the record as a whole that Respondent unlawfully engaged in surveillance in violation of Section 8(a) (1) of the Act, as alleged.<sup>20</sup>

#### IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, occurring in connection with the operations of Respondent described in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### V. THE REMEDY

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

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

#### CONCLUSIONS OF LAW

1. The Union is a labor organization within the meaning of Section 2(5) of the Act.

2. By engaging in surveillance of employees' union meetings and activities, and those of Union Agent Pedigo, thereby interfering with, restraining, and coercing employees in the exercise of rights guaranteed in Section 7 of the Act, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a) (1) of the Act.

3. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

[Recommended order omitted from publication.]

<sup>18</sup> As well as Rodgers' demeanor on the stand

<sup>19</sup> E.g., *Tru-Line Metal Products Company, et al.*, 138 NLRB 964

<sup>20</sup> *Id.*, *New England Die Casting Company, supra*, *Dal-Tex Optical Co., supra*

**Weyerhaeuser Company and Amalgamated Lithographers of America, Local 22, Petitioner.** *Case No. 21-RC-8091. June 17, 1963*

### DECISION ON REVIEW AND ORDER

On February 8, 1963, the Regional Director for the Twenty-first Region issued a Decision and Direction of Election in the above-entitled proceeding. Thereafter, the Employer and the Intervenor,<sup>1</sup> in accordance with Section 102.67 of the Board's Rules and Regula-

<sup>1</sup> Printing Specialties & Paper Products Union, District Council No. 2, International Printing Pressmen & Assistants' Union of North America, AFL-CIO, herein referred to as the Intervenor, was permitted to intervene in this proceeding on the basis of a prior certification and a current collective-bargaining agreement with the Employer

tions, Series 8, as amended, filed with the Board timely requests for review of such Decision and Direction of Election on the grounds, *inter alia*, that substantial questions of fact and policy were raised with respect to the Regional Director's unit determination.<sup>2</sup> By telegraphic Order dated March 19, 1963, the Board granted the requests for review and stayed the election pending its decision on review. Thereafter, the Employer and the Petitioner filed briefs.

The Board has considered the entire record in this case with respect to the Regional Director's determination under review and makes the following findings:

The Petitioner seeks to sever a unit of lithographic production employees from a production and maintenance unit at the Employer's La Puente, California, plant. The Employer is engaged in the manufacture of folding paperboard cartons at the La Puente plant, which are decorated by either the letterpress or the offset process (lithography), or a combination of the two. The Employer and the Intervenor contend that only a plantwide unit, which is covered by their current contract, is appropriate. The Regional Director found that the employees in the requested unit possess and exercise the skills associated with typical lithographic work, and are the type of employees accorded separate representation by the Board. Accordingly, he directed a self-determination election. The Employer and the Intervenor sought, and we have granted, review of this determination.

In December 1960 the Board, upon separate petitions filed by the Intervenor and the Petitioner, respectively, directed elections in a production and maintenance unit and in a voting group of lithographic pressmen at the plant involved herein.<sup>3</sup> As a result, the Intervenor was certified as the bargaining representative of all the production and maintenance employees, including the lithographic pressmen.<sup>4</sup> On April 6, 1961, the Employer and the Intervenor executed a contract which, as extended, is to be effective until February 27, 1964.

Of the 14 employees in the printing department at the time of the hearing, 4, the first pressman, second pressman, feeder-operator, and press tender, work on the offset press platform; 3, the pressman, feeder, and helper, work on the letterpress during the day shift, and 3 similarly classified employees work on the same press during the night shift. Two floorboys are assigned to the day shift and an equal number to

<sup>2</sup> In view of our dismissal of the petition on the ground the requested unit is inappropriate for severance, we deem it unnecessary to rule on the contract-bar contention raised on review by both the Employer and the Intervenor.

<sup>3</sup> *Weyerhaeuser Company*, 129 NLRB 998.

<sup>4</sup> At the time of the hearing in the 1960 case, the lithographic employees were in a separate department, with separate immediate supervision, seniority, and line of progression. Since then the Employer's lithographic work has contracted, the offset presses being reduced from 3 to 1, and the lithographic complement from a maximum of 14 to 6, and a single supervisor is in charge of both offset and letter press operations, with a single line of progression and the same seniority rules for both groups, as more fully discussed hereinafter.

the night shift. The shipping department employees deliver the paperboard stock to the offset and letter presses which are located in the same room. Thereafter, the floorboys place the stock into positions on both type presses. After completion of the letterpress or the lithographic operations, the printed stock is moved from the press area to the "printed stock" area where it is stacked by the floorboys for drying purposes. The printed stock is later taken to the cutter area where it is cut and scored to form cartons. Thereafter, the cartons are transported to another area where they are glued, waxed, and assembled.

About 2 years ago the Employer virtually eliminated its letterpress operation, with the exception of a single, one-color printing press operated by one man. However, approximately a year ago the Employer increased its letterpress operations upon the installation of a three-color letterpress. During the past year other changes in printing techniques likewise have occurred at the Employer's plant. For example, a single carton is printed by being run through both offset and letter presses. In another instance, a carton is initially processed by offset but varnished on a letterpress. Since the institution of these changes in printing techniques, it is quite common for a particular carton to be processed by either type of presses, depending upon convenience in scheduling. In the latter part of 1962, the Employer also introduced an innovation known as letterset, which employs the letterpress printing technique on an offset press. This new process involves the use of plastic plates, which, like letterpress plates, contain a raised surface for that portion which is to be printed. Unlike the lithographic process in which the impression is transferred from a flat surface metal plate to an intermediate rubber blanket which, in turn, "offsets" it on the paper, the ink transfer is essentially the letterpress technique, i.e., the ink is applied only to the raised portion which does the printing.

All printing department employees, irrespective of classification, are treated uniformly under the recent collective-bargaining agreement for purposes of determining seniority with respect to such matters as promotions, layoffs, and vacation preferences. The record reveals that the Employer's innovation of changes and new processes has affected its recent personnel actions relating to promotions as described below. Thus, as to current promotions, an employee, hired as a floorboy, thereafter advances first to helper on the letterpress and later to helper on the offset press. He afterwards progresses to feeder operator on the offset press, later to pressman on the letterpress, and finally in the line of progression to second and first pressman on the offset press.<sup>5</sup>

<sup>5</sup> Several years ago when the offset process was the principal production method, most promotions reflected the upgrading of employees on the lithographic first shift to higher positions on the then newly created second and third shifts. However, the picture was reversed about a year ago upon the installation of the three-color letterpress.

As to interchange, the record reveals that during the past 6 months, the single-color letterpress, which is only utilized occasionally, has been operated about half its operating time by the offset press tender who functions on such occasions as pressman. Likewise, as the necessity arises, letterpress personnel assist in the daily washup of the lithographic press, which normally is performed by the press tender and the feeder operator on that press and the two floorboys. Working hours for all production employees, letterpress and offset alike, are the same except when there is continuous operation of the same type of press. All employees, irrespective of classification, punch in at the same timeclock, use the same lunchrooms, and enjoy identical fringe benefits.

In support of their requests for review, the Employer and the Intervenor urge, *inter alia*, that because of the single promotional sequence now followed at the Employer's plant involved, together with the substantial interchange between lithographic employees, on the one hand, and letterpress employees, on the other, the unit of lithographic production employees requested for severance is inappropriate. We agree. It is clear from the record in this proceeding that the Employer, since the issuance of the Board's decision in 1960 involving this plant, has instituted substantial changes which have resulted in the merger of its letterpress and offset operations into a single printing department with common immediate supervision and a single line of progression that ignores craft considerations for purposes of promotion and results in substantial interchange between employees primarily engaged in either of the two printing functions. In the circumstances, we find, contrary to the Regional Director, that a unit of lithographic production employees cannot appropriately be severed from the production and maintenance unit at the Employer's La Puente Plant.<sup>6</sup> Accordingly, as the unit requested is inappropriate for severance on a craft or any other basis, we shall dismiss the petition.<sup>7</sup>

[The Board dismissed the petition.]

<sup>6</sup> See *Pacific Coast Association*, 130 NLRB 1031. In that case the Board held that lithographic employees could appropriately be severed in two plants of the employer, as "the lithographic employees attain seniority in a progression system separate from other printing department employees . . . ." In two other plants of the same employer, the Board denied severance for lithographic employees as "the record shows that the lithographic employees are on the same seniority and progression ladder as the letterpress employees at these plants, and that they frequently interchange between letterpresses and lithographic presses and exercise priority in moving from one type of press to the other as required by fluctuations in the workloads."

<sup>7</sup> Cf. *Allen, Lane & Scott*, 137 NLRB 223; *Weyerhaeuser Co. v. NLRB*, 311 F. 2d 19 (C. A. 7) (1962)