

doubt a union's continuing majority status, it should cease bargaining with that union. Indeed, if an employer bargains exclusively with a union that does not in fact represent a majority of its employees, it may be found guilty of illegal assistance in violation of Section 8 (a) (2) of the Act. Moreover, its refusal to bargain, if based upon a good faith doubt as to the union's majority status, would not constitute a violation of Section 8 (a) (5). Certainly it is not an objective of the Act to foster and encourage exclusive bargaining relationships between employers and minority unions. On the other hand, I believe the Board would encourage voluntarism in collective bargaining and thus effectuate a basic purpose of the Act by refusing to intervene in situations such as this where an election would appear to be wholly unnecessary. In addition it would avoid the needless expenditure of Government money and help to cut down on the Board's already heavy case load. Our jurisdictional policy is based in part on the premise that the Board is not equipped to handle all of the cases over which it has legal jurisdiction and accordingly must exercise some selectivity. I can see no more appropriate basis for conserving our funds and efforts than to refuse to conduct elections where they are not necessary.

For the foregoing reasons, I would dismiss the Employer's petition on the grounds that the record fails to support a finding that a question exists concerning the representation of the employees covered by the petition within the meaning of Section 9 (c) (1) of the Act and that it would not effectuate the policies of the Act to direct an election in his proceeding.

WHIZ FISH PRODUCTS COMPANY *and* LaCONNER CANNERY WORKERS
LOCAL INDUSTRIAL UNION No. 1765, CIO *and* INTERNATIONAL ASSO-
CIATION OF MACHINISTS, LOCAL LODGE 239

COLUMBIA RIVER PACKERS ASSOCIATION, INC. *and* BELLINGHAM CAN-
NERY LOCAL INDUSTRIAL UNION No. 1756, CIO

BURKE PACKING COMPANY *and* BELLINGHAM CANNERY LOCAL INDUS-
TRIAL UNION No. 1756, CIO. *Cases Nos. 19-RC-712, 19-RC-783,*
19-RC-711, and 19-RC-713. June 19, 1951

Decision and Order

Upon separate petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before Howard A. McIntyre, hearing officer. The hearing officer's rulings

made at the hearing are free from prejudicial error and are hereby affirmed.

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Members Houston, Reynolds, and Styles].

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

1. Each of the Employers is engaged in commerce within the meaning of the Act.

2. The labor organizations involved claim to represent employees of the Employers.¹

3. No question affecting commerce exists concerning the representation of employees of the Employers within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act, for the following reasons:

Bellingham Cannery Local Industrial Union No. 1756, CIO, the Petitioner in Cases Nos. 19-RC-711 and 19-RC-713, seeks to represent separate units of production and maintenance employees at the Bellingham, Washington, plants of Columbia River Packers Association, Inc., and Burke Packing Company, excluding all employees now represented by IAM at these plants.

LaConner Cannery Workers Local Industrial Union No. 1765, CIO, the Petitioner in Case No. 19-RC-712, seeks to represent a unit of production and maintenance employees at the LaConner, Washington, plant of Whiz Fish Products Company.

IAM, the Petitioner in Case No. 19-RC-783, seeks a unit of machinists, iron chink men, fillermen, reform men, skinner and boner men, seamen, cannery mechanics, and mechanical helpers at the LaConner, Washington, plant of Whiz Fish Products Company.

ILWU opposes all the proposed units on the ground that the employees concerned are part of an association-wide unit which has been represented for several years by ILWU. The Employers, although apparently contending that no association-wide unit has been established, and that single-employer units are appropriate, indicate a willingness to accept a Board determination of the appropriate bargaining unit.

Puget Sound Salmon Cannery, Inc., hereinafter called the Association, was organized about 1940 to handle labor relations for its members. The instant Employers are currently all members of the Association, and have manifested no intention of withdrawing there-

¹ Fisherman and Allied Workers Division, ILWU, Local 3-3, herein called the ILWU, was permitted to intervene at the hearing with respect to all four cases. International Association of Machinists, Local Lodge 239, herein called the IAM, the Petitioner in Case No. 19-RC-783, was permitted to intervene with respect to Cases Nos. 19-RC-711 and 19-RC-713.

from.² Since 1943, the Association, through its executive secretary, has negotiated contract terms with International Fishermen and Allied Workers of America, and its successor, ILWU, purporting to cover all production and maintenance employees. The Association has also bargained with IAM concerning the terms of employment of machinists, iron chink men, fillermen, reform men, skinner and boner men, seamen, mechanics, and mechanical helpers.³ Identical copies of the contracts negotiated by the Association with ILWU and IAM have been executed by the members of the Association. The most recent such contracts, covering the period from July 1, 1950, to July 1, 1951, have been signed by all the Employers in the instant cases, except that Whiz Fish Products Company, although executing the ILWU contract, did not sign the current IAM contract⁴ apparently because the IAM's organization of its employees occurred at a later date.

The Board has heretofore held that the essential element for establishing a multiemployer unit is the fact that the employers involved have participated in, and desire to be bound by, group bargaining.⁵ The fact that the results of joint negotiations by a group of employers have, as in the instant cases, been incorporated in separate, uniform contracts does not preclude a finding that only a multiemployer unit is appropriate.⁶ Nor is such a finding precluded, as the Employers contend, by the failure of the Employers to agree in advance to be bound by any contract which may be negotiated through the Association.⁷

We find, upon the present record, that the Employers in the instant cases have participated in, and demonstrated their desire to be bound by, group rather than individual action in their labor relations. Accordingly, we find that the single-employer units here sought are inappropriate, and we will dismiss the petitions herein.

Order

IT IS HEREBY ORDERED that all the petitions herein be, and they hereby are, dismissed.

² Columbia River Packers Association, Inc., joined the Association in 1946. The general manager of Whiz Fish Products Company was active in the organization of the Association, and is its current president. Although the record does not indicate when Burke Packing Company joined the Association, its existing contract with ILWU was negotiated through the Association, and it is currently a member of the Association.

³ The record does not show during what period the Association has bargained with IAM. However, it is clear that the Association negotiated a contract with IAM for the period July 1, 1950, to July 1, 1951.

⁴ None of these contracts is urged as a bar to the instant petitions.

⁵ *Associated Shoe Industries of Southeastern Massachusetts, Inc., et al.*, 81 NLRB 224.

⁶ *Balaban & Katz (Princess Theatre)*, 87 NLRB 1071.

⁷ *Carnation Company*, 90 NLRB 1808.