Arden Farms; Bordens Capital Dairy; Carnation Co.; Golden State Co. Ltd.; Challenge Cream & Butter Association; Crystal Cream and Butter Company; Inderkums Dairy; and Taylor's Dairy *and* Office Employees International Union, Local No. 29, AFL–CIO, Petitioner

Golden State Co. Ltd. *and* Chauffeurs, Teamsters & Helpers, Local 150, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, AFL–CIO, Petitioner

Arden Farms *and* Chauffeurs, Teamsters & Helpers, Local 150, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, AFL–CIO, Petitioner. *Cases Nos. 20–RC–3155, 20–RC–3162, and 20–RC–3164. June 7, 1957*

SUPPLEMENTAL DECISION AND SECOND DIRECTION OF ELECTIONS

Upon the order of the Board reopening this proceeding, a further hearing was held before Robert J. Scolnik, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

In its Decision, Order, and Direction of Elections issued herein on February 5, 1957,[1] the Board found, on the basis of the original record, that in the absence of evidence of any history of collective bargaining on a multiemployer basis with respect to any employees of the Employers, the single-employer units of office clerical employees sought by Local 150 in Cases Nos. 20–RC–3162 and 20–RC–3164 were appropriate. The Board, therefore, directed elections in these single-employer units, and dismissed the petition by Local 29 in Case No. 20–RC–3155 for a multiemployer unit of such employees. Upon a motion for reconsideration thereafter filed by the Employers alleging that there was a history of collective bargaining on a multiemployer basis with respect to employees of the Employers other than office clerical employees, the Board on February 27, 1957, ordered the elections directed to be postponed, and the record to be reopened and further hearing held for the purpose of receiving additional evidence on the history of multiemployer bargaining.

As found in the original decision, the parties stipulated that there is no history of multiemployer bargaining with respect to the office clerical employees of the Employers. With respect to other employees of the Employers, the record of the further hearing shows the following: (1) A 10-year history of multiemployer bargaining covering the drivers and certain production employees of all 8 Employers sought as a multiemployer unit by Local 29, but also covering such employees

[1] 117 NLRB 318.

of 6 other employers not included in Local 29's petition, with 2 of these 6 other employers employing office clerical employees; (2) a 10-year history of multiemployer bargaining covering certain other production employees of only 1 Employer herein, and covering such employees of 2 other employers not included in Local 29's petition; (3) a 10-year history of multiemployer bargaining covering mechanics and related classifications of only 3 Employers herein, and a number of other employers not included in Local 29's petition; and (4) a 10-year history of multiemployer bargaining covering the operating engineers of only 3 Employers herein, and a number of other employers not included in Local 29's petition. The record of the further hearing also shows a present commencement of multiemployer bargaining covering office clerical employees of other employers in the industry in several other areas of California.

The Board has held, in circumstances similar to these where a petitioner and a group of employers seek a multiemployer unit of a group of employees and an intervening union seeks single-employer units, that the multiemployer unit is appropriate if there has been a successful history of collective bargaining on such a basis with respect to substantially all other employees of the employers, even though there is no such history of collective bargaining with respect to the group sought.[2] However, in that case there was a fixed pattern of multiemployer bargaining for the other employees, and the multiemployer unit sought was coextensive with this established multiemployer unit for the other employees, both of which factors the Board clearly indicated were necessary for finding a multiemployer unit appropriate in such circumstances. Thus, the Board stated that "... the Petitioner is ready and willing to represent the salesmen *on the same basis* accorded other employees of these employers," and further stated that "The Employers involved have indicated their willingness to bargain for the salesmen, *as they have for other employees, on the basis of an Associationwide unit.*" [Emphasis supplied.] Moreover, the Board has repeatedly held in cases where a multiemployer bargaining history for the very employees involved was the basis for the establishment of such a multiemployer unit by the Board, that the Board would neither enlarge nor diminish the historic multiemployer unit.[3] It is clear, therefore, that a multiemployer bargaining history for other employees of the employers involved may be a basis for establishing a multiemployer unit of the class of employees sought only if there is a fixed pattern of multiemployer bargaining for the other employees and the multiemployer unit sought is coextensive with the multiemployer unit established

[2] *Peninsula Auto Dealers Association*, 107 NLRB 56.

[3] See *Associated Shoe Industries of Southeastern Massachusetts, Inc.*, 81 NLRB 224; *Association of Motion Picture Producers, Inc., et al.*, 85 NLRB 902; *International Typographical Union*, 87 NLRB 1215, 1220.

for the other employees.[4] As the multiemployer bargaining history for the various groups of other employees of the Employers varies considerably both as to the number and identity of employers covered with no fixed pattern, and the multiemployer unit sought here for the office clerical employees is not even coextensive with any of these established multiemployer units, we find that the multiemployer unit sought is inappropriate, and that the single-employer units sought by Local 150 are appropriate in accord with the Board's well-established doctrine that such units are presumptively appropriate.[5] We shall, therefore, direct elections in the single-employer units heretofore found appropriate, and we affirm our original order dismissing the petition in Case No. 20–RC–3155 for a multiemployer unit.

[Text of Second Direction of Elections omitted from publication.]

MEMBER BEAN took no part in the consideration of the above Supplemental Decision and Second Direction of Elections.

[4] Cf. *Jos. E. Seagram & Sons*, 101 NLRB 101.

[5] See *Rainbo Bread Co.*, 92 NLRB 181.
In view of the recency of the multiemployer bargaining for office clerical employees in the industry in other areas of California, such a history is clearly not controlling with respect to the multiemployer unit sought here. See *Sprague Electric Company*, 98 NLRB 533.

New England Fish Company *and* Alaska Fishermen's Union, Local Industrial Union No. 1821, AFL–CIO, Petitioner. *Case No. 19–RC–1975. June 10, 1957*

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before John H. Immel, Jr., 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 National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Murdock and Rodgers].

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 organizations involved herein are labor organizations within the meaning of the Act and claim to represent certain employees of the Employer.[1]

3. The Employer, a Maine corporation, operates several salmon canneries in Alaska, and also employs employees upon various types of

[1] Cordova District Fisheries Union, herein called the Intervenor, was permitted to intervene in this proceeding on the basis of its contractual interest.