actual reason for its action against White in violation of Section 8(a)(1) and (3) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in section III, above, occurring in connection with the operations of Respondent described in section I, 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

It having been found that Respondent has engaged in and is engaging in certain unfair labor practices, it will be recommended that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

It having been found that Respondent discriminated in regard to the hire and tenure of employment of Harold L. White by discharging him on March 22, 1965, it will be recommended that Respondent offer him immediate and full reinstatement to his former, or substantially equivalent, position without prejudice to his seniority or other rights and privileges and make him whole for any loss of pay he may have suffered by reason of said discrimination against him by payment to him of a sum of money equal to that which he would have earned as wages from the date of the discrimination to the date of his reinstatement, less his net earnings during said period in accordance with the formula set forth in *F. W. Woolworth Company*, 90 NLRB 289, with interest thereon at 6 percent per annum.

Because these unfair labor practices engaged in by Respondent go to the very heart of the Act, I sense an opposition to the policies of the Act in general and hence deem it necessary to order Respondent to cease and desist from in any manner infringing on the rights guaranteed its employees in Section 7 of the Act.

CONCLUSIONS OF LAW

1. Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

2. By discharging Harold L. White on March 22, 1965, thereby discriminating in regard to his hire and tenure of employment and discouraging union membership and activities among its employees, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.

3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed them 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.

4. 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.]

Wards Cove Packing Company, Inc. and The Nakat Packing Corporation Waterfall Plant and New England Fish Company [1] *and* International Longshoremen's and Warehousemen's Union, Independent, Petitioner.

Cases 19–RC–3863, 3864, and 3865. July 26, 1966

DECISION AND ORDER

Upon petitions duly filed under Section 9(c) of the National Labor Relations Act, as amended, hearings were held on March 4, 1966, and

[1] The name was amended during the hearing to Nefco-Fidalgo Packing Company, to reflect the joint venture under which the Company is operating in 1966.

May 5, 1966, before a Hearing Officer of the National Labor Relations Board. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. Thereafter, the Petitioner and the Intervenor,[2] each filed a brief which the National Labor Relations Board has considered.

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 Fanning, Brown, and Jenkins].

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

1. The Employers are engaged in commerce within the meaning of the Act.

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

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

The Petitioner seeks to represent separate units of the resident cannery workers at plants of the three Employers.

The Employers are engaged in the processing and the wholesale sale of canned fish. The particular plants involved in these petitions are located in the southeast section of Alaska.

For some 20 years prior to 1959 the employers in southeastern Alaska, as well as other areas of that State, were represented in their negotiations with various unions by a multiemployer association, the Alaska Salmon Industries, Inc. (ASI). Among the unions involved was the Intervenor, United Industrial Workers of North America, Pacific District, SIU, AFL–CIO (hereinafter referred to as UIW), or its predecessor, which represented the resident cannery workers. The master contracts negotiated by ASI were signed by ASI in behalf of the employers it represented and were then considered binding although on occasion individual employers would also sign the master agreement. Negotiations were on an annual basis.

In 1959, ASI was disbanded for reasons unrelated to its role in negotiating labor agreements. The employers then secured the services of Walter Sharpe, a former assistant manager of ASI, to handle labor contract negotiations. Sharpe's authority to represent various

[2] The Intervenor, United Industrial Workers of North America, Pacific District, SIU, AFL–CIO, was permitted to intervene at the hearings on the basis of contractual interests in the employees involved, and as being named in the petitions as the currently recognized bargaining representative. The Alaska Fisherman's Union, SIU, AFL–CIO, was permitted to intervene at the hearings on March 4, 1966, on the basis of a contractual interest in the employees named in the original petition. After the petitions were amended to exclude employees covered in labor contracts other than those of the Intervenor United Industrial Workers, the Alaska Fisherman's Union although not formally withdrawing from the proceedings did not participate in the subsequent hearings on May 5, 1966. In Case 19–RC–3865, Machinists Locals 79, 233, and 1375, International Association of Machinists and Aerospace Workers, AFL–CIO, intervened but then subsequently withdrew.

employers was given informally and the negotiations were conducted annually in Seattle, Washington. Although the number of employees from Alaska who were represented by Sharpe varied from year to year; it appears this resulted primarily because some employers did not operate each year. Insofar as southeastern Alaska was concerned, the number of packers represented by Sharpe remained quite stable and constituted about 75 percent of the major packers in that area. Packers represented by Sharpe might be present at negotiations but their presence was not necessary as it was understood that Sharpe was the spokesman and chief negotiator. Sharpe's authority to represent packers was given on an individual basis and the contracts he negotiated were individually signed by the employers and not by Sharpe. However, no packer ever rescinded Sharpe's authority to represent it after negotiations began and there were no instances of a packer refusing to be bound by contracts negotiated by Sharpe. Moreover, the record indicates that the contracts were identical, and, indeed the 1965 contract Sharpe negotiated with UIW covering the southeastern cannery workers (the employees involved in these petitions) is entitled "master agreement" and has places for signatures of all the employers on the same document, even though the contract recites it is executed severally and not jointly.[3] The master agreement of 1965 covers seven packers including two of the three packers involved in these proceedings.[4]

After the 1965 agreement had been negotiated Sharpe retired and a number of the employers, including the three involved in the present petitions, met and selected Robert Hirstel to succeed Sharpe. In December 1965, Robert Hirstel was called and informed that he had been selected and on January 3, 1966, received a letter in which the employers told Hirstel that the employers listed in the letter had agreed to "mutually join together" and were assessing themselves to finance Hirstel's retainer. Thereafter, Hirstel wrote various unions informing them that he had been retained to represent each of the listed employers on "an individual and separate Employer basis," and that negotiations would be conducted for and on behalf of these separate employers for each contract which had been or would be timely opened.[5] On February 9, 1966, the Petitioner filed three peti-

[3] The contract ran to April 30, 1966, and from year to year thereafter, unless modified

[4] The Nakat Corporation, due to personal differences, withdrew Sharpe's authority to represent them before the 1965 negotiations began, but thereafter executed an agreement identical to the one negotiated by Sharpe in behalf of the other packers

[5] The Employers' letter to Hirstel listed 18 companies and 2 others, including the Nefco-Fidalgo joint venture (footnote 1, *supra*), also authorized Hirstel to represent them The names of these companies were included in Hirstel's letter to various unions. Included in the group were the 7 companies who had signed the 1965 master agreement for resident cannery workers in southeastern Alaska Also included was Nakat Packing Corporation which had not utilized the services of Hirstel's predecessor, Sharpe, in 1965

tions seeking to separately represent the "cannery workers" at each of the employers involved in these cases.[6]

From the facts recited above, and from the entire record, we find that a multiemployer unit is the appropriate bargaining unit.

It is undisputed that bargaining was conducted on a multiemployer basis for about 20 years before the dissolution of ASI in 1959. The central issue is whether the changes in bargaining procedure after that date continue to reflect an unequivocal intent on the part of the participating employers to be bound by group action. We find, on the facts before us, that such intent was and is present. This is manifest in the authorization given to the negotiators, Sharpe and Hirstel, the history of never withdrawing such authority after negotiations began, and the evidence that the contracts so negotiated have never been rejected by any employer member of the bargaining group.[7] Basically all that changed after 1959 was that the multiemployer bargaining shifted from the more formal arrangements inherent in the ASI to negotiations through a selected negotiator.[8] But there was no essential change in the attitude of the parties to each other or in the obligations they undertook with respect to each other. The only change of note was that whereas the ASI both negotiated and signed the contract in behalf of the employer, the employers individually signed the contracts negotiated by Sharpe. However, that change merely reflects the dissolution of the formal corporation,[9] and in light of the continued history of employer acceptance of the contracts negotiated on their behalf, it is clear they considered themselves still bound by the results of the joint negotiations.[10]

In concluding that bargaining was conducted on a multiemployer basis for resident cannery workers in southeast Alaska, we have considered whether The Nakat Corporation Waterfall Plant is a member

[6] During the hearings Petitioner amended its petition to include only the employees covered by the 1965 labor agreement with the Intervenor, UIW

[7] There is no evidence that any of the employers individually retained the right to accept or reject the contracts or sought provisions limited to its particular situation. Even if such was the case, this would not necessarily mean the negotiations were on an individual rather than multiemployer basis *The Kroger Co.*, 148 NLRB 569 ; *Quality Limestone Products, Inc* , 143 NLRB 589

[8] A formal organization with rules, dues, etc , is not a necessary condition of bargaining on a multiemployer basis. *Korner Kafe, Inc* , 156 NLRB 1157 , *The Kroger Co* , *supra.*

[9] Footnote 8, *supra* See also *A. B. Hirschfeld Press, Inc* , 140 NLRB 212, *Krist Gadis,* 121 NLRB 601.

[10] For this reason it is not material that the master agreement of 1965 specified that it was executed "severally and not jointly," as this only indicates the individual responsibility of each employer *resulting from* the multiemployer bargaining We have also noted that Hirstel in his letter in 1966 to the various unions stated that he represents the employers on an individual and separate basis, but here the practice of many years belies the precise wording Moreover, Hirstel, as did Sharpe before him, represents employers throughout Alaska, as well as those employing resident cannery workers in southeastern Alaska (the unit involved here) and therefore, the letter appears to involve other bargaining situations which are not before us.

of the multiemployer unit and also the importance of periodic changes in the number of companies participating in the joint negotiations. In 1965, Nakat, due to personal differences with Sharpe withdrew his authority to represent it, although it subsequently signed an agreement identical to the one he had negotiated for other members of the unit.[11] However, Nakat was among the companies which authorized Hirstel in December of 1965, and January 1966, to represent it. It is evident that, even if Nakat had withdrawn from associationwide bargaining, it rejoined before these petitions were filed, and has again undertaken the obligations of multiemployer bargaining in 1966 without objection by any of the parties.[12]

Nor does the fact that there were occasional changes in the employer group negotiating with the resident cannery workers require us to conclude that our finding of a multiemployer unit is inappropriate.[13] In fact, however, the membership appears to have been fairly constant over the years, except to the extent an employer member did not operate for a season or in an isolated instance like Nakat's. Therefore, such changes as occurred in the composition of the multiemployer unit, came about because of periodic changes in business conditions and without objection by any of the parties engaging in bargaining negotiations. In these circumstances, we conclude that a readily definable multiemployer bargaining unit has been established over the years.

Accordingly, we find that single-employer units of the employees of Nakat, Nefco-Fidalgo, and Ward's Cove are not appropriate and we shall dismiss the petitions herein.

[The Board dismissed the petitions.]

[11] Footnote 4, *supra.*
[12] Cf. *Thos. De La Rue, Inc.*, 151 NLRB 234.
[13] *Quality Limestone Products, Inc., supra.*

Strain Poultry Farms, Inc.[1] ***and*** **International Union of District 50, United Mine Workers of America, Petitioner.** *Case 10–RC–6652. July 26, 1966*

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before Hearing Officer Thomas P. Harper. The Hearing Officer's rulings made at the

[1] The Employer's name appears as amended at the hearing