

**Accetta Millwork, Inc. and Carpenters District Council of Milwaukee County and Vicinity, AFL-CIO**

**Drexler-Schleiss, Inc. and Carpenters District Council of Milwaukee County and Vicinity, AFL-CIO**

**Jeffers Millwork, Inc. and Carpenters District Council of Milwaukee County and Vicinity, AFL-CIO.** Cases 30-RM-427, 30-RM-428, and 30-RM-430

20 February 1985

## DECISION ON REVIEW AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS  
HUNTER AND DENNIS

On 11 March 1983 the Regional Director for Region 30 issued a Decision and Order in the above-entitled proceeding in which he dismissed the election petitions. The Petitioners filed a timely request for review of the Regional Director's decision and a supporting brief contending, *inter alia*, that the Regional Director erred in finding that a *de facto* multiemployer bargaining unit existed before the 1982 negotiations, that Petitioners failed to make a timely and unequivocal withdrawal from this unit, and that the Union did not acquiesce in the dissolution of this unit.<sup>1</sup> The Union filed a brief in opposition. By telegraphic order dated 13 June 1983 the National Labor Relations Board granted the Petitioners' request for review.

The Board has considered the record in light of the request for review and the briefs and makes the following findings: Until the 1968-1970 contract negotiations, a formal multiemployer bargaining association, Woodwork Industries of Milwaukee, bargained for and signed contracts on behalf of a number of industry employers. The formal association was disbanded after the 1968-1970 negotiations. From 1970 to 1982 various area woodwork industry employers engaged in informal group bargaining with the Union. The employers apparently joined and withdrew from the group without written notice to or formal consent by the Union. Contracts negotiated during this period named the individual employer in the recognition clause, and each employer signed a separate but identical document. Petitioners Accetta and Jeffers were consistently part of this informal employer group but Petitioner Drexler-Schleiss never joined.

At the beginning of the 1982 negotiations, an attorney representing 12 industry employers, including all 3 Petitioners, announced that he was bargaining for the employers, but that they were not bargaining as a formal group. The employers' representative told the Union that they were engaging in coordinated, individual bargaining. Any employer could withdraw from the negotiations if it was dissatisfied with the group decisions. The Union's representative stated that it wanted to engage in multiemployer bargaining. On 16 June 1982 the employers' representative presented the Union with a contract proposal. The employees rejected the contract offer and went out on strike.

Subsequently, a union representative sought individual bargaining with various employers that had been part of the group of 12. The Union entered into actual negotiations with three of these employers, but no agreement was reached. Eventually, the Union entered into successful negotiations and signed a collective-bargaining agreement with 4 employers out of the original 12. None of the Petitioners was among the four employers that negotiated and signed this agreement.

The Regional Director concluded that a multiemployer bargaining unit existed before the 1982 negotiations, that the Petitioners failed to make a timely and unequivocal withdrawal from this unit before the 1982 negotiations, and that the Union did not acquiesce in the dissolution of the multiemployer unit. The Regional Director also concluded that the collective-bargaining agreement signed by the 4 employers bound the entire 12-member multiemployer unit. Accordingly, the Regional Director dismissed the election petitions. We disagree with the Regional Director's dismissal.

Once the formal multiemployer bargaining association was disbanded after the 1968-1970 negotiations, no multiemployer unit was ever formed to take its place. All of the contracts entered into by industry employers between 1970-1982 were individual contracts, signed by each employer. Furthermore, during this period the employers and the Union ignored the strict rules governing withdrawal from a multiemployer unit. Thus, employers joined and withdrew from negotiations at will, and there is no evidence that the Union protested such informality. There is also no clear evidence that the employers who participated in negotiations during this period ever agreed to be bound by group decisions. As the Board has consistently held, "[T]he essential element warranting the establishment of multiple-employer units is clear evidence that the employers unequivocally intend to be bound in collective bargaining by group rather than by individual action." *Ruan Transport Corp.*,

<sup>1</sup> The other issue raised by the Petitioners, whether the Regional Director erred in allowing testimony on the multiemployer issue in these proceedings in light of his dismissal of related unfair labor practice charges, is now moot because of the Regional Director's subsequent reinstatement of the charges

234 NLRB 241, 242 (1978). Accordingly, we find that no multiemployer bargaining unit existed at the onset of the 1982 negotiations.<sup>2</sup>

We further find that it is unnecessary to reach the issue of whether the 12 employers who bargained together in 1982 formed a multiemployer unit because we find that, in any event, the Union acquiesced in individual bargaining. Thus, after the 12 employers' contract offer was rejected, the Union sought and actually engaged in bargaining with individual employers. The Union negotiated with a splinter group of three employers and then with another group of four employers with whom it eventually reached an agreement. Assuming, *arguendo*, that a 12-employer bargaining unit ever existed, it was effectively fragmented by the bar-

---

<sup>2</sup> In any event, Petitioner Drexler-Schleiss never participated in the group negotiations between 1970-1982 and it could not be deemed to have been a member of any purported multiemployer unit

gaming between the Union and these subgroups of employers. See *I. C. Refrigeration Service*, 200 NLRB 687 (1972).

The agreement the Union eventually reached with the 4 employers is also clearly not binding on the 12-employer group. The terms of this contract are substantially different from the terms of the offer made by the 12-employer group and there is no evidence that the Petitioners or the 12-employer group ever authorized those 4 employers to negotiate and sign contracts on their behalf. Thus, we find that the 1982 contract between the Union and four other employers is not binding on the Petitioners. Accordingly, we shall reinstate the election petitions.

#### ORDER

It is ordered that the petitions filed herein be reinstated.