In the Matter of ALASKA SALMON INDUSTRY, INC., EMPLOYER *and* ALASKA FISH CANNERY WORKERS UNION OF THE PACIFIC, CHARTERED BY SEAFARER'S INTERNATIONAL UNION, AFL,[1] PETITIONER

Case No. 19-RC-254.—Decided April 19, 1949

DECISION

AND

DIRECTION OF ELECTION

Upon an amended petition duly filed, a hearing was held before Melton Boyd, 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.[2]

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-man panel.*

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

1. The Employer, herein referred to as ASI,[3] and its members are engaged in commerce within the meaning of the National Labor Relations Act.

2. The Petitioner is a labor organization claiming to represent employees of the Employer.

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

[2] International Union, Food, Tobacco, Agricultural and Allied Workers of America, CIO, herein called FTA, sought to intervene at the hearing although it is not in compliance with Section 9 (f), (g), and (h) of the Act. FTA's latest contract with the Employer had expired at the time of the hearing. Counsel for Local No. 7 of the FTA also sought to intervene on behalf of certain unidentified individuals. The hearing officer denied these motions. These rulings were proper and are hereby affirmed. It is well established that a non-complying intervenor in a representative hearing must show a current contractual interest in order to participate in the proceedings. *Matter of Norcal Packing Company, et al*, 76 N L. R. B. 254; *Matter of American Chain and Cable Co.*, 77 N. L. R. B. 850; *Matter of Alaska Salmon Industry, Inc*, 78 N. L. R. B. 185; *Matter of The Baldwin Locomotive Works*, 76 N. L. R. B. 922. The employees for whom separate intervention was sought did not purport to be, or to function as, a collective bargaining representative and are not necessary parties to this proceeding. *Matter of The Nashville Corporation*, 77 N. L. R. B. 145; *Matter of Shell Oil Company, Incorporated*, 66 N. L R. B 510.

*Chairman Herzog and Members Houston and Murdock.

[3] The Alaska Salmon Industry, Inc, is a non-profit corporation composed of employer-members who operate salmon canneries in the Territory of Alaska.

3. A question of representation exists concerning the representation of employees of the Employer, within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.

4. The appropriate unit:

In its amended petition, the Petitioner requests a unit composed of all non-resident cannery employees in canneries (both shore plants and floating canneries) operated by members of Alaska Salmon Industry, Inc. in the Territory of Alaska, who are engaged in the canning, processing, and handling of fish from the time the fish are run on the conveyor to the fish bin, and the several operations until the finished product is canned, labeled, and packed in cartons or cases and delivered to the warehouses or vessels.[4]

The Petitioner indicated that in the alternative it desires to represent the employees in a unit composed of all non-resident cannery workers of only those member-employers of ASI who have been bargaining with FTA, and whom the Board found constituted a single appropriate unit in *Matter of Alaska Salmon Industry, Inc.*, 61 N. L. R. B. 1508 (1945).[5]

In the ASI case cited above we found that the fact that some ASI members had consistently bargained with one union while other members had consistently bargained with another union rendered inappropriate a unit coextensive with the entire membership of ASI, as requested by the Petitioner here. No new evidence has been presented in the instant case which persuades us to reach a different result at this time. However, a multi-employer unit confined to those companies which have dealt with FTA, as requested alternatively by the Petitioner, is now, as it was in the earlier case, an appropriate unit. We therefore find that the following constitutes a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:[6]

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[4] The petition as amended also designated certain inclusions and exclusions, to which the Employer took no exception, in the following terms: "This includes the making of cans, boxes and cartons, operating and feeding of the following machines (but not the installation, upkeep or maintenance): iron chinks, gang knives, butchers or cutters, filling machines (feeders and helpers) clinchers, reformers, slitters, can body machines, pasting machines, casing machines, stitching machines, and all other work that has been done customarily heretofore (which does not conflict with any work usually performed by members of the Machinists' Union) in said canneries. Further, this includes utility men, lead men (department heads), cannery worker timekeepers, cannery worker cooks, bakers, bull cooks and culinary help. Excluded, supervisory employees (which includes cannery worker foremen and second foremen), machinists, carpenters, radio operators, office employees, doctors, and nurses, winter watchmen, night watchmen, and company timekeepers"

[5] This would exclude those member-employers who have been bargaining with AFL unions, and who continue to recognize the Petitioner as the collective bargaining representative of their employees

[6] At the hearing the hearing officer offered for consideration the possibility of separate units for each of the finishing districts. The petitioner indicated its approval of such a unit determination ASI objected On the basis of the present record we perceive no persuasive considerations which would render such geographic units appropriate.

All non-resident cannery workers[7] employed by members of ASI who have customarily accepted the agreements negotiated between International Union, Food, Tobacco, Agricultural and Allied Workers of America, CIO and Alaska Salmon Industry, Inc.[8]

5. The determination of representatives:

The parties agreed that qualification for rating eligibility would be based on *1949* employment. There remains for consideration, however, the precise factor which will determine when a worker hired for the 1949 season will become eligible to vote. The record indicates that upon the arrival of the cannery workers in Seattle, Washington, before the opening of the salmon fishing season, they are signed on by the individual member companies of ASI. Each employee is issued a health card which he must present to a doctor furnished by ASI to obtain a physical examination. On passing this examination his health card is stamped and the worker then reports to the company office to sign the pay roll. The worker is considered a company employee only after he has passed his physical examination. In these circumstances, all workers who have passed the required physical examination shall be eligible to vote in the election hereinafter directed.

In view of the uncertainties surrounding an election in the Alaska fishing industry, we shall vest in the Regional Director discretion to determine the exact time, places, and procedure for holding election, except that all employees shall vote prior to their departure from Seattle for the 1949 fishing season.

DIRECTION OF ELECTION

As part of the investigation to ascertain representatives for the purposes of collective bargaining with Alaska Salmon Industry, Inc., Seattle, Washington, an election by secret ballot shall be conducted beginning as soon as practicable after the date of this Direction, in conformity with the instructions set forth in paragraph numbered 5,

[7] With the inclusions and exclusions set forth in footnote 4, *supra*.

[8] These companies are: Alaska Pacific Salmon Company, Alaska Packers Association, Alaska Seldovia Packers, Inc, Alaska Year-Around Canneries, Astoria and Puget Rivers Packers Association, Cook Inlet Packing Co., Copper River Packing Co, Ellamar Packing Co., Emard Packing Co, Fidalgo Island Canning Co, General Fish Co, W R Gilbert Co., Inc, Haines Packing Co, G P Halferty & Co, P E. Harris & Co., Intercoastal Packing Co, Kodiak Fisheries Co., Libby McNeil & Libby (except at Klawock), Makat Packing Co, New England Fish Co, Pacific-American Fisheries, Inc., Parks Canning Co, Inc., Peninsula Packers, Port Ashton Packing Corp., Red Salmon Canning Co., San Juan Fishing & Packing Co, Sebastian-Stewart Fish Co., Snug Harbor Packing Co, Superior Packing Co, Todd Packing Co., Uganik Fisheries, Inc, Wards Cove Packing Co., West Coast Packing Co, Western Fisheries, Inc, Whiz Fish Products Co. (except at Kodiak), and L G Wingard Packing Co.

above, under the direction and supervision of the Regional Director for the Nineteenth Region, and subject to Sections 203.61 and 203.62 of National Labor Relations Board Rules and Regulations—Series 5, as amended, among the employees in the unit found appropriate in paragraph numbered 4, above, to determine whether or not they desire to be represented, for the purposes of collective bargaining, by Alaska Fish Cannery Workers Union of the Pacific, chartered by Seafarer's International Union, AFL.