

In the Matter of ALASKA SALMON INDUSTRY, INC., EMPLOYER *and* JOHN C. MEAD, PETITIONER *and* RADIO OFFICERS' UNION, MARINE DIVISION, COMMERCIAL TELEGRAPHERS UNION, A. F. L.,<sup>1</sup> UNION

*Case No. 19-RD-26.—Decided May 17, 1950*

DECISION  
AND  
DIRECTION OF ELECTION

Upon a decertification petition duly filed, a hearing was held before Hubert J. Merrick, 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 Herzog and Members Houston and Murdock].

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

1. The Employer is engaged in commerce within the meaning of the National Labor Relations Act.
2. The Petitioner, an employee of the Employer, asserts that the Union, the certified representative of the Employer's licensed radio operators, is no longer the representative as defined in Section 9 (a) of the Act, of the employees designated in the petition.
3. The question concerning representation:

On July 1, 1949, the Union and the Employer entered into a collective bargaining contract for the duration of the fishing season, which extends through the month of September. The contract provided that "in the event either party should desire to modify, change, or terminate such conditions or practices at the expiration of the 1949 season, written notice must be given on or before December 1, 1949." The contract further provided that in the absence of such notice, "the same conditions and practices shall be automatically renewed for an

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<sup>1</sup> Although the Union was duly served with notice of this proceeding, it did not appear at the hearing. It did, however, state its position in a letter to the Board's Seattle, Washington, Regional Office.

additional period of one year and in like manner from year to year thereafter.”

On November 28, 1949, the Union's Seattle representative, Gilman, who had personally negotiated and administered the contract for the Union, telephoned the Employer requesting that date for notice (or Mill B date) of the contract be extended to December 31, 1949. On the same date the Employer by letter granted this request. On December 28, 1949, Gilman again made a telephone request that the Employer extend the Mill B date to January 31, 1950, which the Employer again granted by letter on the same day. On January 13, 1950, the Seattle office of the Union was closed and Gilman's position as Seattle representative was abolished by the Union. On January 21, 1950, the Union sent a letter from its New York headquarters warning the Employer that Gilman had ceased to be its authorized representative on January 13, 1950, and stating that it would not be bound by any contract amendments or agreements negotiated by Gilman since July 1, 1949, unless signed by the Union's president and general secretary-treasurer. On January 30, 1950, the decertification petition initiating this proceeding was filed.

In its letter to the Board's Seattle office, the Union contended that Gilman was not authorized, under its constitution and bylaws to bind the Union to any agreement not duly countersigned, and that consequently the 1949 contract was automatically renewed on December 1, 1949, and now constitutes a bar to the present proceeding. We do not agree. The Employer had no knowledge of the limitations, if in fact there were any, on Gilman's authority. Gilman was a member of the Union's general committee and its sole representative in the Seattle area. At the time he requested that the operation of the automatic renewal clause be temporarily suspended, he had at least apparent authority to bind the Union. We have held under like circumstances that we will not look beyond such apparent authority.<sup>2</sup> Accordingly, we find that the contract is not a bar.

A question affecting commerce 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 parties have stipulated, and we find, that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

All licensed radio operators who operate and maintain radio telegraphic equipment or radio telephone equipment or both at

<sup>2</sup> *Joseph E. Knox & Co., Inc.*, 86 NLRB 1275; *Dictaphone Corporation*, 78 NLRB 866; *Adirondack Transit Lines*, 54 NLRB 974; *Canada Dry Ginger Ale, Incorporated*, 73 NLRB 460; *Lone Star Cement Corporation*, 37 NLRB 997.

cannery shore stations in Alaska, excluding permit holders who operate only radio telephone equipment, repair men hired occasionally for specific repair jobs, and all supervisors.

5. The parties have stipulated that the election procedure followed in the last election<sup>3</sup> should be followed here. Accordingly, we shall not fix a specific date for holding the election, but shall direct that an election be held at such time during the 1950 season as the Regional Director deems appropriate.

#### DIRECTION OF ELECTION

As part of the investigation to ascertain representatives for the purposes of collective bargaining with the Employer, an election by secret ballot shall be conducted during the salmon canneries' season of 1950 on a date to be determined by the Regional Director for the Nineteenth Region, and subject to Sections 203.61 and 203.62 of National Labor Relations Board Rules and Regulations, among the employees in the unit found appropriate in paragraph numbered 4, above, who were employed during the payroll period immediately preceding the date on which the Regional Director issues the notice of election, including employees who did not work during said payroll period because they were ill or on vacation or temporarily laid off, but excluding those employees who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, and also excluding employees on strike who are not entitled to reinstatement, to determine whether or not they desire to be represented by Radio Officers' Union, Marine Division, Commercial Telegraphers Union, A. F. L., for the purposes of collective bargaining.

<sup>3</sup> *Alaska Salmon Industry, Inc.*, 78 NLRB 522.