

Puerto Rico Steamship Association and Union de Trabajadores de Muelles y Ramas Anexas de Ponce (UTM-Independent), Petitioner

Puerto Rico Steamship Association and Union de Estibadores de Mayaguez, Puerto Rico, (Independent), Petitioner. *Cases Nos. 24-RC-825 and 24-RC-909. August 2, 1956*

DECISION AND ORDER

Upon petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing in the above-entitled cases was held before H. Stephen Gordon, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

Upon the entire record in these cases, the Board finds:

1. The Employer is engaged in commerce within the meaning of the National Labor Relations Act.
2. The labor organizations involved claim to represent certain employees of the Employer.
3. No question affecting commerce exists concerning the employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act for the reasons noted below.

The Petitioner in Case No. 24-RC-825, Union de Trabajadores de Muelles y Ramas Anexas de Ponce (UTM-Independent), hereinafter referred to as UTM-Independent, seeks a unit of stevedores and related classifications limited to the Port of Ponce. Intervenor, International Longshoremen's Association, District Council of the Ports of Puerto Rico (Independent), hereinafter referred to as the ILA, agrees with the Petitioner. Intervenor, Union de Trabajadores de Muelles y Ramas Anexas de Puerto Rico, hereinafter referred to as UTM-AFL-CIO; Intervenor, Union de Empleados de Muelles de Puerto Rico Local 1901, IBL-AFL-CIO, hereinafter referred to as UDEM, and the Employer urge that the only appropriate unit for bargaining purposes is one that is islandwide in scope.

In Case No. 24-RC-909 the Petitioner, Union de Estibadores de Mayaguez, Puerto Rico, (Independent), hereinafter referred to as UDM, Independent, seeks a unit of stevedores and related classifications limited to the Port of Mayaguez. Intervenor ILA agrees with this position. Intervenor UTM-AFL-CIO, Intervenor UDEM, and the Employer take the same position as above, namely, that the only appropriate unit is one islandwide in scope.

Bargaining History

The question of the scope and composition of units of stevedores on the Island of Puerto Rico has been before this Board many times

during the Board's history. The last decision, rendered in January 1954,¹ sets forth the history of bargaining for the waterfront labor organizations on the Island. In that case, the petitioning ILA urged as its primary position that only an islandwide unit, including virtually every employer of waterfront labor of any kind, was appropriate. The other petitioning unions contended that this proposed unit was too broad, and requested narrower units limited to a particular port or to an individual employer. We held that, in view of the history of bargaining both on an islandwide and portwide basis, either one would be appropriate. Therefore, self-determination elections were directed involving the employees of employer-members of the Puerto Rico Steamship Association, giving the employees their choice of either the islandwide or the portwide unit. Elections were held on January 26, 1954, in eight ports,² which elections resulted in the selection of an islandwide unit. The UTM, which the Board had permitted to intervene³ as a successor in interest to the ILA, was selected as the bargaining representative and on May 24, 1954, the UTM, which in the meantime had affiliated with the AFL,⁴ was certified by the Board to represent the stevedores and related classifications for the islandwide unit.⁵

On September 3, 1954, the UTM-AFL-CIO entered into a contract with the Puerto Rico Steamship Association, which contract was to expire September 30, 1956, and on March 14, 1956, the parties extended that contract to September 30, 1958.⁶

Islandwide versus Portwide Units

As indicated above, the Petitioners in both cases, and the Intervenor ILA, are now urging the Board to reexamine its unit findings as declared in its latest decision, *supra*, and to establish portwide units, which the Board had said prior thereto might be appropriate. The main arguments of the Petitioners are summarized below.

1. Islandwide unit has deprived ports of local autonomy

Petitioners point out that under the islandwide unit system, San Juan, with the largest union membership, overwhelms the smaller ports in shaping union policy. San Juan employs some 5,000 steve-

¹ *Bull Insular Line, Inc.*, 107 NLRB 674.

² San Juan, Punta Santiago, Puerto Real, Arroya, Jobos, Mayaguez, Guanica, and Guayanilla.

³ *Bull Insular Line, supra*, Case No. 24-RC-197, pp. 675-76.

⁴ Because of the AFL merger with the CIO, the UTM is now designated as UTM-AFL-CIO.

⁵ *Bull Insular Line, Inc.*, 108 NLRB 900, 909.

⁶ In view of this premature extension, the parties expressly stated that they do not urge the extended contract as a bar to this proceeding.

dores, whereas Ponce has only 1,400 and Mayaguez 600.⁷ Consequently, the smaller ports of the Island have virtually no voice in decisions affecting their own local interests. It is urged that local conditions in which the local groups should make policy vary at different ports. For example, the operation of the piers at Mayaguez is under the Mayaguez Shipping Terminal, a separate corporation not a member of the Puerto Rico Steamship Association, while those at San Juan are leased by members of the Association. Hours of work vary at different ports. At most of the ports, the stevedores work in 3 shifts, but at Guanica the practice has been never to work more than 2 shifts. Hiring is done at the individual ports. At Ponce and Mayaguez, stevedores are hired from a rotating list, whereas at San Juan the shapeup system is in use. Supervision is on an individual port basis. Payroll and employment records are kept locally at each port. There is no interchange of stevedores between ports.

2. Change in shipping conditions

Petitioners contend that a fundamental change has taken place since the Board's decision in 1954, vitally affecting local conditions. The record shows that since 1954 the method of loading sugar, the main product of the Island, has undergone drastic change. Formerly, sugar was loaded into the ships in bags or sacks. The present method is to load the sugar in bulk directly into the hold, a procedure which requires considerable mechanization. The effect of the mechanization has resulted in greater unemployment, with the closing of 4 smaller ports, and 2 others may close in the near future. Because of these changes, Petitioners assert that local autonomy is essential in the solution of local problems, and that under the islandwide unit, the local influence is lost.

3. Change in composition of the employer association

In 1954, the Association had some 12 members, while at the present time it has only 4 members.⁸ Petitioners therefore urge that it is unrealistic to establish an islandwide unit because of an employer association which does not represent the majority of the employers on the Island, and that such a restricted association should not be permitted to set the bargaining pattern for the entire Island.

On the other hand, the Employer and the intervening certified unions emphasize the fact that islandwide bargaining has been in effect for many years and that it has worked to the best interests of

⁷ The number of stevedores at the remaining ports of the Island are approximately as follows: Fajardo and Humacao, combined have 200; Guanica, 160; Aguirre and Arroya combined have 100; and Guayanilla has 100.

⁸ Bull Insular Line, Alcoa Steamship Company, Lykes Lines Agency, Waterman Dock Company.

both employers and workers. Virtually all major classifications including stevedores, checkers, clerks, and certain maintenance employees are now under islandwide contracts. Working conditions, such as wages and hours of work, are identical throughout the Island. Labor relations policies are determined by a central body. The welfare fund for the benefit of all employees is administered through a central agency. Furthermore, important decisions affecting all employees, such as landing, loading, and unloading policies, are determined from a central point. These groups therefore urge the Board to reaffirm the appropriateness of the islandwide unit.

We find no merit in the Petitioners' position. It is well established in Board policy that controlling weight will be given to an established pattern of bargaining in unit determinations, unless such bargaining has been of very short duration and has not stabilized labor relations. The islandwide pattern of bargaining has been practiced for many years. Although theoretically such bargaining was limited to members of the Association, in practice every employer of waterfront labor throughout the Island adopted the contract of the Association and the union representing the majority of the employees. In the last election, the Board offered the employees their choice of either the islandwide or the portwide unit, both of which were familiar to the employees. The employees chose the islandwide unit. The Board has indicated that it will not facilitate an attempt to sever on the part of a dissident minority, merely because the group is dissatisfied with the bargain made by the representative holding the contract.⁹

Nor do we find that the changed conditions urged by the Petitioners and the ILA warrant a reversal of our unit finding. The fact that San Juan was the largest port with the greatest membership and could thus command controlling influence was equally true at the time of the 1954 elections. The same is true as to differences in working conditions at the various ports. Nor do we believe that recent mechanization in loading operations constitutes such unusual circumstances as to warrant a change in the scope of the unit. There is nothing in the record to indicate that mechanization is not being applied to all ports on the Island. Finally, we do not regard the diminution of the membership of the Association a sufficient basis for changing the scope of the unit. The withdrawal of members from employer associations does not, in and of itself, preclude a determination that a multiemployer unit comprising the employees of the remaining members is appropriate.¹⁰

In view of the foregoing circumstances, which still support the islandwide unit previously found appropriate by the Board, including

⁹ *Saginaw Furniture Shops, Inc.*, 97 NLRB 1488, 1491, 1492.

¹⁰ *Foundry Manufacturers Negotiating Committee*, 98 NLRB 1256, 1259.

the substantial bargaining history predicated thereon,¹¹ we find that the portwide units requested by the Petitioners are too limited in scope to be appropriate. We shall, therefore, dismiss the petitions.

[The Board dismissed the petitions.]

CHAIRMAN LEEDOM and MEMBER MURDOCK took no part in the consideration of the above Decision and Order.

¹¹ The Board has held that a bargaining history for somewhat more than a year's duration is substantial and may be controlling as to the scope of the appropriate unit. *Owens-Illinois Glass Company*, 108 NLRB 947, 950.

Reeves Brothers, Incorporated, Bishopville Finishing Division, successor to Fairforest Finishing Company, Bishopville Finishing Division, Bishopville Company¹ and United Textile Workers of America, AFL-CIO. Case No. 11-CA-906. August 3, 1956

DECISION AND ORDER

On April 10, 1956, Trial Examiner Thomas N. Kessel issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. The Trial Examiner also found no violation with respect to certain allegations of the complaint and recommended that such allegations be dismissed. Thereafter, the Respondent and the Union filed exceptions to the Intermediate Report and supporting briefs.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.²

ORDER

Upon the entire record in this case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor

¹ The Employer's name was inadvertently spelled "Reaves."

² The Union excepted to the Trial Examiner's finding that Everett Hall and Guy Smith are not supervisors and, accordingly, that threats and interrogation attributed to them are not violative of the Act. In view of our finding that the Respondent had otherwise violated Section 8 (a) (1) of the Act, we deem it unnecessary to resolve this issue because the finding of additional violation based on the conduct of Hall and Smith would be cumulative in character.