

Andes Fruit Company; Atlantic & Gulf Stevedores, Inc.; J. P. Florio & Co., Inc.; Lykes Bros. Steamship Co., Inc.; Mississippi Shipping Company, Inc.; New Orleans Stevedoring Co., Inc.; Cooper Stevedores of Louisiana, Inc.; New Orleans Steamship Association; Ryan Stevedoring Co., Inc.; Seatrain Lines, Inc.; T. Smith & Son, Inc.; Cargo Service, Inc.; Standard Fruit & Steamship Company; States Marine-Isthmian Agency, Inc.; Strachan Shipping Company; Texla Stevedoring Company; United Fruit Company; Canal Stevedoring, Inc.; Standard Stevedoring Co., Inc.¹ and New Orleans Clerks & Checkers Union Local 1497, International Longshoremen's Association, Ind., Petitioner. *Case No. 15-RC-1869. August 27, 1959*

DECISION, DIRECTION OF ELECTIONS, AND ORDER

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before William W. Fox, 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 Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Rodgers and Jenkins].

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

1. The Employers herein are engaged in commerce within the meaning of the Act.²

2. The labor organization involved claims to represent certain employees of the Employers herein.

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

4. Each Employer herein, except New Orleans Steamship Association, is a steamship operator, a steamship agent, or a stevedoring company engaged in the transportation or the handling of waterborne cargo in the port of New Orleans, Louisiana.

The Petitioner, New Orleans Clerks & Checkers Union Local 1497, International Longshoremen's Association, Ind., currently represents

¹ The names of the Employers appear as corrected at the hearing. Petitioner's motion to withdraw its petition with respect to Estrella Fruit Shipping Corporation and John B. Honor & Co., Inc., was granted.

² This finding is based on the stipulation of all Employers except New Orleans Steamship Association and Cargo Service, Inc., that they are engaged in interstate and/or foreign commerce. The record as to Cargo Service, Inc., shows this Employer in 1958 received in excess of \$50,000 for stevedoring services performed for Efo Banana Sales Corporation, an importer of bananas from Ecuador. We find that it will effectuate the policies of the Act to assert jurisdiction over Cargo. *HPO Service, Inc.*, 122 NLRB 394. Because of our disposition of the unit question herein, it is unnecessary for us to determine whether New Orleans Steamship Association is engaged in commerce within the meaning of the Act.

tally clerks and checkers employed by certain of the Employers herein and has contracts with such individual Employers.³ The scope of the work covered in these contracts is the checking or tallying of freight and paper work in connection therewith. Petitioner now seeks to represent timekeepers,⁴ paymasters, and certain clerical employees of the named Employers. The clerical employees the Petitioner seeks to represent perform clerical duties incidental to timekeeping, including the preparation or transposition of payroll or time records and the computation of various labor changes and pay due employees. The Petitioner also seeks to represent any employees engaged in safety work, and those who prepare accident reports or work in connection therewith.

The Petitioner would represent the above employees in a multi-employer portwide unit. However, the Petitioner states that if for any reason a portwide unit of any nature is not found to be appropriate, it would represent timekeepers on an individual employer basis. The Employers contend that only individual employer units are appropriate.

The Petitioner's contention that a multiemployer portwide unit is appropriate centers mainly on the functions of the New Orleans Steamship Association with respect to the negotiation and administration of collective-bargaining contracts with the Petitioner and other longshore locals in the port of New Orleans. The Petitioner asserts that the Association negotiates and administers these contracts. The Association disputes this. A similar contention was raised by the Petitioner herein in *Aluminum Line, et al.*, 8 NLRB 1325, where petitions were filed by various labor organizations for portwide units of longshoremen and by the Petitioner for a portwide unit of clerks and checkers. The Board therein found separate units of employees of each company to be appropriate.⁵ In its decision establishing such units, the Board excluded from Petitioner's units therein, the timekeepers now sought by Petitioner. The record herein shows that the timekeepers have never been covered by any collective-bargaining contract and that, although Petitioner has sought to bargain for them with the Association, the Association has refused on the ground that it had no authority to discuss their status.

³ In the cases of Strachan Shipping Company, Mississippi Shipping Company, Inc., T. Smith & Son, Inc., and Ryan Stevedoring Co., Inc., the Petitioner was certified for such units.

⁴ We note that the difference between tally clerks and checkers and the timekeepers herein involved is that the clerks and checkers check cargo to and from ships, while timekeepers keep longshore time, i.e., hours worked by longshoremen, and commodity time, i.e., a record of time spent by longshoremen loading or unloading a specific commodity or doing some other work.

⁵ The Board directed elections for clerks and checkers units of various employers including some of the instant employers and subsequently certified the Petitioner in four units. See footnote 3, above.

Thus, there is no history of bargaining with respect to timekeepers. Therefore, even were we to assume, as contended by the Petitioner, that since our previous decision the Association has, in fact, bargained on a portwide basis,⁶ such fact would not be controlling as to the appropriate unit for the unrepresented timekeepers. See *Continental Baking Company, Wonder Bakery*, 109 NLRB 33, and cases cited therein. Mutual consent of the union and employers involved is a basic ingredient necessary to support the appropriateness of a multi-employer unit. In the instant case, the Employers have shown their intent to pursue an individual course of bargaining with respect to timekeepers.

Accordingly, there is here no basis for finding that a portwide unit of timekeepers is appropriate. In the circumstances, we conclude that the representation of the timekeepers must be confined to single employer units. We therefore now proceed to a consideration of such units.

Andes Fruit Company: Andes acts as agent for banana companies and employs a contract stevedore, Canal Stevedoring, Inc., one of the other Employers herein.⁷ When a banana ship comes in, Andes employs supervisors, inspectors, and "paper men" who are represented by another longshore local. It has no classification of timekeeper. Petitioner seeks to represent Andes' paymaster, a permanent, salaried employee who, among other duties, pays off the above personnel. As the paymaster is the only employee of Andes sought by Petitioner, we shall, in accordance with Board policy, dismiss the petition with respect to Andes Fruit Company.⁸

Strachan Shipping Company: The Petitioner was certified for a clerks and checkers unit of Strachan's employees and has a current contract covering this unit. Strachan acts as agent for vessels and performs stevedoring services for the companies it represents. Generally, the time of its longshoremen is kept by the gang foremen or the "pusher" of each gang. Half of the gang foremen regularly have pushers who keep longshore time, commodity time being kept by the foreman. The pusher obtains the time from the foreman's book, devoting nearly an hour a day so doing.

Employee Paul Smith regularly acts as a pusher at the company's grain elevator, spending most of his time in keeping both longshore and commodity time. We find Smith is regularly employed as a timekeeper who may properly be added to the Petitioner's unit.⁹ In

⁶ We note the latest contract the Petitioner negotiated in the port of New Orleans was executed by the Petitioner and "the undersigned Employer Companies (each Company acting individually and on its own behalf and not jointly)."

⁷ A "contract stevedore" performs services for any employer, whereas a "house stevedore" performs service primarily for its parent company, though it may at times do contract stevedoring.

⁸ *Luckenbach Steamship Company, Inc., et al.*, 2 NLRB 181, 193.

⁹ *The Yale and Towne Manufacturing Company*, 112 NLRB 1268; *New York Shipping Association and its members*, 107 NLRB 364.

addition, when Strachan is performing grain fitting jobs (as distinct from grain loading) other employees are assigned, as they are needed; to timekeeping at the elevator. These include Bonvillion, a dispatcher of motor vehicles; Dwelle, a statistician; Sequally, assistant to the wharf superintendent; Fourney and Kirst, checkers; and Lendquist, an assistant superintendent trainee. However, as the timekeeping function of these employees is a very minor part of their regular work, we do not find them to be timekeepers. Similarly, we find that Boesch, general clerk in the wharf office, is not a timekeeper but an office clerical who spends less than an hour a day processing time data turned into the office.¹⁰

It thus appears that employee Smith is the only timekeeper in the unit sought. As he is currently represented by a sister local of the Petitioner and as the Petitioner "is not seeking to represent employees already represented by any of the other ILA locals,"¹¹ we shall not grant Smith a self-determination election.¹² Accordingly, we shall dismiss the petition with respect to Strachan Shipping Company.

New Orleans Stevedoring Co., Inc.: This company is a contract stevedore and has a current contract with the Petitioner covering clerks and checkers. It employs three full-time timekeepers who are permanent employees and paid on an annual basis. They check long-shoremen in and follow their operations on ships, keeping both long-shore and commodity time. We find the timekeepers are plant clericals who may appropriately be added to the existing clerks and checkers unit, if they so desire. Another employee who is classified as safety director handles safety matters on the wharf and ships and fills out accident reports. In addition he spends approximately one-third of his time in timekeeping work. We find he is a plant clerical who may be included in the timekeepers' voting group.¹³ An office clerk, Steib, does not go on the ships or keep time but works in an office adjacent to the ships, processing the time reports and doing preliminary cost accounting work. We find that Steib is not a timekeeper but is an office clerical whom we shall exclude.¹⁴

We shall, therefore, direct an election in the following voting group:

All timekeepers of New Orleans Stevedoring Co., Inc., port of New Orleans, including the safety director but excluding the wharf office clerk and all other employees.

Mississippi Shipping Company, Inc.: This company is a contract stevedore and has a current contract with Petitioner for a certified unit of clerks and checkers. It regularly employs two full-time time-

¹⁰ *Mead-Atlanta Paper Company*, 123 NLRB 306.

¹¹ Petitioner's brief to the Board, p. 7.

¹² Cf. *Arcade Manufacturing Division of Rockwell Manufacturing Company*, 96 NLRB 116, where the Board directed a self-determination election for one timekeeper. See also *Divco-Wayne Corporation, Wayne Works Division*, 122 NLRB 162.

¹³ *The Yale and Towne Manufacturing Company, supra*, at p. 1270; *Divco-Wayne Corporation, Wayne Works Division, supra*.

¹⁴ *Mead-Atlanta Paper Company, supra*.

keepers, George Chauff and Elroy Heausler, who are employed on an hourly basis. We find these employees are plant clericals who may appropriately be added to the existing clerks and checkers unit, if they so desire. The company also employs Stanley Chripler as a part-time timekeeper. Chripler is a permanent full-time employee, performing odd jobs around the docks and acting as a timekeeper only once or twice a month. In these circumstances, we shall exclude Chripler from the voting group.

We shall, therefore, direct an election in the following voting group:

All full-time regular timekeepers employed by Mississippi Shipping Company, Inc., at the port of New Orleans, but excluding the part-time timekeeper and all other employees.

Ryan Stevedoring Co., Inc.: Ryan is a contract stevedore and has a current contract with the Petitioner for a certified unit of clerks and checkers. The record shows that Ryan has no classification of timekeeper. Time is kept by gang foremen and turned over to a paymaster, a full-time permanent employee. The paymaster is supervised by the office manager and works in his own office, away from the docks and ships, performing many functions other than working on timesheets. We find that the paymaster is an office clerical employee and shall, therefore, dismiss the petition with respect to Ryan Stevedoring Co., Inc.¹⁵

Seatrain Lines, Inc.: As this company performs no stevedoring work and has no employees in the classification sought by the Petitioner, we shall dismiss the petition with respect to it.

J. P. Florio & Co., Inc.: Florio is a house stevedore and has a current contract with the Petitioner for a clerks and checkers unit. Florio has a head timekeeper and two assistant and two extra timekeepers. The head timekeeper supervises the assistant and extra timekeepers, assigning them to the various docks and ships, and responsibly directing them in the performance of their work. He can effectively recommend their discharge. We therefore shall exclude the head timekeeper as a supervisor. The assistant timekeepers are full-time, permanent employees who regularly keep both longshore and commodity time and, when not engaged in timekeeping, do statistical work on commodity time. The two extra timekeepers have worked regularly as timekeepers on an average of 5 days or more a month. We find the timekeepers are plant clericals who may appropriately be added to the existing clerks and checkers unit, if they so desire.

We shall, therefore, direct an election in the following voting group:

All timekeepers, both assistants and regular extras, employed by J. P. Florio & Co., Inc., at the port of New Orleans, excluding the head timekeeper and all other employees.

¹⁵ *Mead-Atlanta Paper Company, supra.*

Standard Stevedoring Co., Inc.: Standard is a contract stevedore and has a current contract with Petitioner for a clerks and checkers unit. Standard has no timekeepers as such, time being kept by gang foremen. The Petitioner seeks an administrative assistant, Koski, a full-time, permanent employee with varied duties, who works in the company office under the supervision of the company president. He does not keep time but on occasions writes up extra labor or overtime sheets.

We find that the administrative assistant is an office clerical and may not be properly added to the existing unit.¹⁶

We shall, therefore, dismiss the petition with respect to Standard Stevedoring Co., Inc.

Lykes Bros. Steamship Co., Inc.: Lykes owns and operates merchant vessels and has a current contract with the Petitioner for a clerks and checkers unit. Lykes employs no longshoremen and has no timekeepers, as such. However, it employs two administrative assistants who do timekeeping work. One, Vinson, is in charge of dunnage and keeps the hourly time for a crew of 8 to 16 laborers. He breaks the hours down to commodity time, keeps commodity information, at times personally checks on the laborers, and makes out cards for the men to be paid, spending 65 percent of his time in timekeeping duties. We find that he is a timekeeper and a plant clerical employee. The other assistant, Benevenuti, spends about two-thirds of his time on clerical timekeeping records. He has no occasion to go on the wharves or ships, keeps no actual time of any sort, and is wholly engaged in office clerical duties. We find he is not a timekeeper. We shall, therefore, exclude Benevenuti as an office clerical employee but shall grant Vinson a self-determination election.¹⁷

We shall, therefore, direct an election in a voting group composed of the timekeeper employed by Lykes Bros. Steamship Co., Inc., at the port of New Orleans, excluding all other employees.

States Marine-Isthmian Agency, Inc.: This company is a steamship agency for several steamship lines and has a current contract with the Petitioner for a clerks and checkers unit. States uses contract stevedores; it has no timekeepers to record longshore time, and commodity time is kept by the wharf clerks who are hired daily, as needed, through the Petitioner. States has a chief clerk who recapitulates the commodity time submitted by the wharf clerks and collects the timesheets compiled by the clerks, entering this information in a book. This work, however, takes approximately only an hour a day. The rest of his time is spent performing varied office duties in the office. We find, therefore, that the chief clerk is an office clerical employee. The Petitioner also seeks to represent the wharf clerks with respect to their

¹⁶ *Ibid.*

¹⁷ *Arcade Manufacturing Division of Rockwell Manufacturing Company, supra.*

timekeeping duties. There is nothing in the record, however; to show that their timekeeping duties are more than incidental to their duties as wharf clerks.

As there are no other employees in the classification sought by the Petitioner, we shall dismiss the petition with respect to States Marine-Isthmian Agency, Inc.

T. Smith & Son, Inc.: Smith is a contract stevedore. The Petitioner was certified for a unit of Smith's clerks and checkers and has a current contract. Longshore time is kept by gang foremen and commodity time by the superintendent or assistant superintendent (called assistants) in charge of each vessel. An assistant is employed whenever a superintendent is working too many longshore gangs to be able to handle his various reports personally. Six assistants are regularly hired several times weekly; they devote their time to keeping commodity time. However, the record shows that of the six assistants, four are regularly hired as superintendents, and as such, supervise and responsibly direct the assistants assigned. Accordingly, we find that these four assistants¹⁸ are supervisors and shall exclude them from the voting group hereinafter set forth. As the remaining assistants¹⁹ are hired and act only as assistants, we find that they may appropriately be added to the Petitioner's existing unit, if they so desire.

We shall, therefore, direct an election in the following voting group:

All timekeepers, assistant superintendents, and assistants to superintendents who are not regularly hired as superintendents, employed by T. Smith & Son, Inc., at the port of New Orleans, but excluding superintendents, supervisors as defined in the Act, and all other employees.

Cargo Service, Inc.: Cargo is house stevedore for Effo Banana Sales Corporation. When a banana ship is in for unloading, Cargo employs three timekeepers who regularly work, 1 day a week, keeping longshore and commodity time. These timekeepers are currently unrepresented. Cargo also employs tally clerks and checkers, currently represented by Local 1515, ILA, a sister local, whom the Petitioner does not seek to represent.

We find the following employees constitute a residual unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All timekeepers regularly employed by Cargo Service, Inc., at the port of New Orleans, excluding all other employees and supervisors as defined in the Act.

United Fruit Company: United Fruit operates vessels in foreign trade, principally in the importation of bananas. Its clerks and checkers, at its general freight wharves, but not at its banana and

¹⁸ Innagazzio, Barry, April, and Bonnett.

¹⁹ Stierwald and Wigginton.

other wharves, are currently represented by the Petitioner. The Employer's southern division at the port of New Orleans has, as part of its steamship department, a timekeeping department with a head timekeeper and eight assistant timekeepers who keep longshore and commodity time at all wharves.

The record shows that the United timekeepers are permanent employees, paid on an annual salary basis. They participate in all the Company's administrative benefits, which are granted to employees as a nationwide group and which are not available to hourly, non-permanent employees. Timekeepers are paid full salary though, at times, they may work on an average of only 25 to 30 hours a week, depending on whether ships are in port. The timekeepers may progress to higher clerical or administrative classifications. They are paid according to merit, with a minimum salary for new employees, and with progression upward to a maximum salary for the classification. Such progression is not automatic, but based on excellence of performance.

Petitioner and United agree that the timekeepers of United may constitute a separate appropriate unit. We concur as from the record it appears that the timekeepers are the only unrepresented production and maintenance employees and comprise a residue of plant clerical employees. Accordingly, we find that they are a residual group and constitute a separate appropriate unit.²⁰ As the record clearly shows that the head timekeeper responsibly directs the assistant timekeepers and may effectively discipline them and recommend changes in their status, we find he is a supervisor and shall exclude him from the unit.²¹

Accordingly, we find that the following employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All timekeepers employed by the United Fruit Company at the port of New Orleans, excluding the head timekeeper, wharf audit clerks, all other employees, guards, and all supervisors as defined in the Act.

Canal Stevedoring, Inc.: Canal is a contract stevedore for banana boats of Andes Fruit Company. It employs no timekeeper classifications. Instead, whenever a banana boat is to be unloaded, it hires two full-time members of the New Orleans Police Department. These men go to the bank on the day a ship is in, pick up the company payroll, and bring it to a wharf shack. There, one of the men computes the longshore time and the other pays off the men. Both are armed with their own police revolvers. The Petitioner admits that one of these men may be a guard because he is hired as a guard and receives

²⁰ *The Yale and Towne Manufacturing Company, supra*, at p. 1270.

²¹ We shall also exclude wharf audit clerks who check materials and ships' stores for delivery to the ships and take inventories of materials and ships' stores on the ships. It is not clear whether Petitioner contends the wharf audit clerks are timekeepers but as it is evident that they are not timekeepers, we shall exclude them from the unit.

extra compensation. However, as the other is hired as a combination timekeeper and guard for the protection of the payroll, we find that he is a guard also.²²

We shall, therefore, dismiss the petition with respect to Canal Stevedoring, Inc.

Standard Fruit & Steamship Company: Petitioner has a current contract with Standard, covering tally clerks and checkers on the company's freight wharf. Standard's tally clerks on the banana wharves are covered by contracts with other ILA locals.

Standard has four timekeepers not covered by any contract who generally work on the banana boats recording longshore time. They also work on the freight wharf and keep longshore and commodity time. They are separately supervised by the wharf superintendent. The timekeepers are salaried, permanent employees who participate in all companywide administrative benefits which are not available to hourly or nonpermanent employees. Standard agrees that a unit of the four timekeepers may constitute an appropriate unit for bargaining. For the reasons set forth above with respect to United Fruit, we find the timekeepers of Standard are a residual group of plant clerical employees and constitute a separate appropriate unit.

Accordingly, we find the following employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All timekeepers employed by Standard Fruit & Steamship Company, at the port of New Orleans, excluding tally clerks and checkers, all other employees, guards, and all supervisors as defined in the Act.

Atlantic & Gulf Stevedores, Inc.: Atlantic, a wholly owned subsidiary of John W. McGrath Corporation, a nationwide stevedoring company, has a current contract with the Petitioner covering tally clerks and checkers. It employs three full-time, salaried, permanent timekeepers who keep longshore time and a rough record of commodity time for company files. As administrative employees, they share in all McGrath nationwide benefits and are separately supervised by the office manager. Petitioner seeks to add the timekeepers to the unit of clerks and checkers which it currently represents. Atlantic objects to the inclusion of the timekeepers in the existing unit, alleging there is not sufficient community of interest between the clerks and checkers and the timekeepers to warrant such inclusion. However, as the timekeepers, like the clerks and checkers, are plant clericals, and as the Petitioner represents all other plant clericals of Atlantic, we find that the timekeepers may appropriately be added to the existing clerks and checkers unit, if they so desire.

We shall, therefore, direct an election in the following voting group:

All timekeepers employed by Atlantic & Gulf Stevedores, Inc., at

²² *Walterboro Manufacturing Corporation*, 106 NLRB 1383.

the port of New Orleans, excluding tally clerks and checkers, all other employees, guards, and all supervisors as defined in the Act.

Cooper Stevedores of Louisiana, Inc.: Cooper is engaged in loading scrap iron and has a contract with the Petitioner covering tally clerks and checkers. Edward T. Jennings is employed by Cooper as a tally clerk whenever a ship is to be loaded, and worked about 45 days in 1958. His main duties are to order rail cars filled with scrap iron into the dock and to keep a record thereof. In addition, he receives longshore time of a gang of men from the gang foreman, makes a copy thereof, and forwards it to the superintendent. Other persons then make the computations. He keeps no commodity time. Jennings generally distributes the paychecks to the longshoremen, but makes no physical checks on their attendance. As Jennings spends, at most, a few minutes a day copying the time of approximately nine men from the foreman's book and distributing the paychecks to them, we find that he is not a timekeeper and that his timekeeping work is incidental to his job as tally clerk.

We shall, therefore, dismiss the petition with respect to Cooper Stevedores of Louisiana, Inc.

Texla Stevedoring Company: Texla is engaged in general stevedoring work on grain ships in the port of New Orleans and has a current contract with the Petitioner covering a clerks and checkers unit. In 1958, it regularly employed Clifford Thompson, Jr., as a timekeeper whenever it had a ship to load. His work consisted of keeping the time of longshore gangs, and other timekeeping duties, devoting his full time to the same. The record shows Thompson is the only timekeeper employed by Texla. We find Thompson is a timekeeper and that he may be included in the Petitioner's existing bargaining unit, if he so desires.

We shall, therefore, direct that a self-determination election be held in a voting group composed of the timekeeper regularly employed by Texla Stevedoring Company at the port of New Orleans, excluding all other employees.

New Orleans Steamship Association: The Association was made a party to these proceedings on Petitioner's theory of a multiemployer or portwide employer. The Association itself has no employees in the classification sought by Petitioner. Because of our finding that only individual employer units are appropriate herein, we shall dismiss the petition with respect to the New Orleans Steamship Association.

Conclusions as to the Units and Voting Groups

We have found that timekeeper units of employees of the several employers listed in "Appendix A" are appropriate for the purposes of collective bargaining and we shall direct elections for employees in these units.²³

²³ The Petitioner made an adequate showing of interest for its proposed unit. However, the Board is not directing an election in this unit but in 10 separate units or voting

We shall also direct elections for the separate voting groups listed in "Appendix B."²⁴ If a majority of the employees in any such group vote for the Petitioner, they will be taken to have indicated their desire to be included in the existing clerks and checkers unit of employees of their respective employers. If a majority of the employees in any voting group vote against the Petitioner, they will be taken to have indicated their desire to remain outside such existing unit. In either event, the Regional Director is instructed to issue a certification of the results of the election to such effect.

[Text of Direction of Elections omitted from publication.]

[The Board dismissed the petition with respect to the Employers listed in Appendix C.]

groups. The Petitioner's proof of interest does not reveal whether in each of these units or voting groups it has the 30-percent showing which is administratively required as a precondition to holding an election. The Regional Director is therefore instructed to recheck the Petitioner's proof of interest to ascertain whether at the time of the hearing, it had the required showing of interest in each of the units or voting groups. If the Petitioner is unable to furnish such proof as to any unit or voting group, the Regional Director is directed not to conduct an election in such unit or voting group, but to dismiss the petition with respect to the Employer concerned. *Koehring Southern Company*, 108 NLRB 1131, at p. 1134.

²⁴ *The Zia Company*, 108 NLRB 1134.

APPENDIX A

Cargo Service, Inc.
Standard Fruit & Steamship Company
United Fruit Company

APPENDIX B

Atlantic & Gulf Stevedores, Inc.
J. P. Florio & Co., Inc.
Lykes Bros. Steamship Co., Inc.
Mississippi Shipping Company, Inc.
New Orleans Stevedoring Co., Inc.
T. Smith & Son, Inc.
Texla Stevedoring Company

APPENDIX C

Andes Fruit Company
Canal Stevedoring, Inc.
Cooper Stevedores of Louisiana, Inc.
New Orleans Steamship Association
Ryan Stevedoring Co., Inc.
Seatrains Lines, Inc.
Standard Stevedoring Co., Inc.
Strachan Shipping Company
States Marine-Isthmian Agency, Inc.