

In the Matter of CRESCENT BED COMPANY, INCORPORATED and UNITED
STEELWORKERS OF AMERICA, LOCAL 2179, CIO

Case No. 15-R-1277.—Decided February 19, 1945

Messrs. Laurence A. Molony and Edward E. Risinger, of New Orleans, La., for the Company.

Messrs. John A. Ritter, Jeff Shewmake, and Robert Starnes, all of New Orleans, La., for the Union.

Mr. Nathan Saks, of counsel to the Board.

DECISION
AND
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon petition duly filed by United Steelworkers of America, Local 2179, CIO, herein called the Union, alleging that a question affecting commerce had arisen concerning the representation of employees of Crescent Bed Company, Incorporated, New Orleans, Louisiana, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before Laurence H. Whitlow, Trial Examiner. Said hearing was held at New Orleans, Louisiana, on January 23, 1945. The Company and the Union appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Company moved to dismiss the petition on the ground that the authorization cards signed by its employees were for the Congress of Industrial Organizations and not specifically for the Union. The Trial Examiner reserved ruling on the motion for the Board. For the reasons set forth in Section III, *infra*, the motion is hereby denied. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded an opportunity to file briefs with the Board.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

Crescent Bed Company, Incorporated, is a Louisiana corporation having its principal office and plant in New Orleans, Louisiana, where
60 N. L. R. B., No. 127.

it is engaged in the manufacture of iron beds and bed springs. During the year 1944, the Company purchased raw materials valued in excess of \$50,000 from States other than the State of Louisiana. For the same period, more than 50 percent of the Company's finished products, amounting in value to more than \$50,000, was shipped to States other than the State of Louisiana.

The Company admits that it is engaged in commerce within the meaning of the National Labor Relations Act.

II. THE ORGANIZATION INVOLVED

United Steelworkers of America, Local 2179, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the Company.

III. THE QUESTION CONCERNING REPRESENTATION

The Company has refused to grant recognition to the Union as the exclusive bargaining representative of certain of its employees until the Union has been certified by the Board in an appropriate unit.

A statement of a Board agent, introduced into evidence at the hearing, indicates that the Union represents a substantial number of employees in the unit hereinafter found appropriate.¹

We find that a question affecting commerce has arisen concerning the representation of employees of the Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

IV. THE APPROPRIATE UNIT

The Union seeks a unit consisting of all production and maintenance employees at the Company's New Orleans plant, excluding office clerical and supervisory employees. The Company contends that the plant is divided into three separate and distinct main departments, that there is no community of interest among the employees of these different departments, and that therefore there should be three separate units.

The record discloses that the plant is divided into five departments as follows: iron bed, punch, spring, maintenance, and shipping. However, all five departments are in the same building, and the hiring

¹ The Field Examiner reported that the Union submitted 71 authorization cards, and that the number of employees in the alleged appropriate unit on December 14, 1944, was approximately 85. As noted above, the Company contends that the petition should be dismissed on the ground that the authorization cards signed by the employees were for the Congress of Industrial Organizations and not specifically for the Union, and that therefore the Union has not made a showing before the Board of substantial interest. We find no merit in the Company's contention. An election will conclusively determine the desires of the employees.

and discharging of all employees are done by the plant superintendent, with the labor policy for all departments emanating from the same source. Further, all employees punch in at the same time clock, are carried on the same pay roll, and are paid weekly at the same pay window on a comparable hourly or piece-rate basis. Moreover, the plant superintendent testified at the hearing that in 1940 the Company was under contract with the United Furniture Workers of America (CIO) on a plant-wide basis.²

In view of the factors enumerated above, we are of the opinion that the employees of all five departments represent an integrated whole, and have a sufficient community of interest to be represented in a single bargaining unit.

The Company employs a single watchman who, though armed, is neither militarized, uniformed, nor deputized.³ We shall include him in the appropriate unit.

We find that all production and maintenance employees of the Company at its New Orleans plant, including the watchman, but excluding office clerical employees and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the question concerning representation which has arisen be resolved by an election by secret ballot among the employees in the appropriate unit who were employed during the pay-roll period immediately preceding the date of the Direction of Election herein,⁴ subject to the limitations and additions set forth in the Direction.⁵

DIRECTION OF ELECTION

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 3, as amended, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with Crescent Bed

² The 1940 contract excluded maintenance, clerical, and supervisory employees, and a watchman

³ The position of the parties respecting his inclusion is not clearly stated on the record.

⁴ The Union requests that the pay-roll period ending October 31, 1944, be used to determine eligibility to vote. We find no reason to depart from our usual policy as to eligibility date.

⁵ The Union requests that it appear on the ballot as its name is set forth in the Direction.

Company, Incorporated, New Orleans, Louisiana, an election by secret ballot shall be conducted as early as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Fifteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations, among the employees in the unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during the said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the Armed forces of the United States who present themselves in person at the polls, but excluding any who have since quit or been discharged for cause and have not been rehired or reinstated prior to the date of the election, to determine whether or not they desire to be represented by United Steelworkers of America, CIO, for the purposes of collective bargaining.