

YOUNGSTOWN TENT AND AWNING COMPANY AND/OR YOUNGSTOWN TENT AND AWNING COMPANY, A DIVISION OF WAGNER AWNING AND MANUFACTURING COMPANY and UNITED STEELWORKERS OF AMERICA, CIO, PETITIONER. *Case No. 8-RC-2304. November 9, 1954*

Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Bernard Ness, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The Petitioner moved to amend name to Youngstown Tent and Awning Company and/or Youngstown Tent and Awning Company, Division of Wagner Awning and Manufacturing Company. The motion is granted.

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

1. The Employer, hereinafter referred to as Youngstown, is a wholly owned subsidiary of the Wagner Awning and Manufacturing Company of Cleveland, Ohio, hereinafter referred to as Wagner. Other wholly owned subsidiaries of Wagner engaged in sales and services similar to Youngstown are Canton Tent & Awning Co., Canton, Ohio; Akron Tent & Awning Co., Akron, Ohio; Columbus Tent & Awning Co., Columbus, Ohio; Wheeling Tent & Awning Co., Wheeling, W. Va.

Wagner is an Ohio corporation, as are all the subsidiaries, and maintains its principal plant and offices at Cleveland, Ohio. It is engaged in the manufacture of tents and awnings and related products. Gross sales of Wagner for the fiscal year, September 1, 1952, to August 31, 1953, amounted to approximately \$2,837,000, of which approximately \$500,000 represents goods shipped directly out of the State of Ohio, and \$400,000 represents goods shipped to concerns within the State of Ohio who themselves produced goods for out-of-State shipment. Included in this latter figure of \$400,000 are such items as tarpaulins for Army tanks and trucks supplied to the Cadillac Tank Plant in Cleveland, Ohio, and carpets sewed and bound by Wagner for the Chevrolet Division of General Motors delivered to Fisher-Norwalk Company at Norwalk, Ohio, which amounted to \$175,000.

Youngstown is engaged, primarily, in the sale of awnings and the sale and rental of tents for fairs and carnivals and services connected therewith. It is a retail outlet, purchasing the majority of its stock from Wagner. It puts up awnings, takes them down, and stores them; engages in fabrication to a limited degree consisting mostly of repairs to tents, tarpaulins, canvas pads, curtains, etc.; and prepares framework for new awning sales. Orders for awning secured by Youngstown are passed on to Wagner where the awning canvas is cut to

specification and then sent to Youngstown where it is sewn and mounted on the framework. Rods, pipe, and iron used in the framework is purchased by Youngstown from Wagner, but is formed at Youngstown. Tents sold or rented by Youngstown are completely fabricated by Wagner.

For the fiscal year, from September 1, 1952, to August 31, 1953, the gross sales of Youngstown amounted to \$187,924.64. Out-of-State shipments as well as out-of-State services amounted to \$10,673.30 of the above figure; industrial sales, including services performed inside the State of Ohio, \$33,547.75; and residential sales, including services performed within the State of Ohio, \$143,703.59.

Both Youngstown and Wagner have the same corporate officers and directors, and all the stock of Youngstown is owned by Wagner. Books and records of both companies are kept at Wagner offices in Cleveland. All monies collected at Youngstown are deposited in its own account at Youngstown and later transferred to Wagner's account in Cleveland from where all disbursements are made, including the Youngstown payroll. Only a small cash fund is maintained at Youngstown for the purchase of small items. All bills are sent to the centralized purchasing office in Cleveland for payment. Neither Wagner nor any of its subsidiaries, including Youngstown, have now or have had any bargaining relations with any labor organization.

Youngstown owns the property where it conducts its business; income tax returns as well as reports to the Ohio Industrial Commission and to the Treasury Department concerning social security and withholding taxes are filed in the name of Youngstown. The manager of Youngstown has the authority to hire and discharge all personnel at Youngstown, to select employees for layoff, and generally, has charge of any labor relations there. He is responsible for the supervision and management of Youngstown and reports only to the president of Youngstown who is also the president of Wagner. The Youngstown manager decides the wage rate necessary to pay in that locality. He does not have the independent authority to grant wage increases to employees, but his recommendations within the general wage rate would be automatically approved by the president.

In view of the integration of Youngstown and Wagner, the officers holding the same positions in both Youngstown and Wagner, and the control exercised over Youngstown by Wagner, we are of the opinion and find that Youngstown Tent and Awning Company and Wagner Awning and Manufacturing Company constitute a single Employer within the meaning of Section 2 (2) of the Act. We also find, in view of the totality of its operations, that the Employer is engaged in commerce within the meaning of the Act.

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

3. 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. There are approximately 10 or 12 employees at Youngstown in addition to 2 clerical employees, a shop foreman, an assistant manager, and the manager. The Petitioner seeks a unit of all hourly paid employees at Youngstown, excluding office and plant clericals, professional employees, guards, and supervisors. The Employer, although it does not stipulate to the appropriateness of the unit, does not contest its appropriateness.

We find that the following employees of Youngstown Tent and Awning Company, and/or Youngstown Tent and Awning Company, a division of Wagner Awning and Manufacturing Company, Youngstown, Ohio, constitute a unit appropriate for the purpose of collective bargaining within the meaning of the Act: All hourly employees excluding all office and plant clerical employees, professional employees, guards, and supervisors as defined in the Act.

[Text of Direction of Election omitted from publication.]

NATIONAL TRUCKING COMPANY, PETITIONER *and* TRUCK DRIVERS AND HELPERS LOCAL UNION No. 728, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, AFL. *Case No. 10-RM-162. November 9, 1954*

Supplemental Decision and Certification of Results of Election

Pursuant to a Decision and Direction of Election issued by the National Labor Relations Board on August 10, 1954, an election by secret ballot was conducted by the Regional Director for the Tenth Region on August 30 and 31, 1954, among the truckdrivers, shop employees, and yardmen at the Employer's Hapeville, Georgia, terminal. Upon the conclusion of the election, a tally of ballots furnished the parties showed that, of approximately 98 eligible voters, none cast valid ballots for the Union, 62 cast valid ballots against the Union, and 26 ballots were challenged.

On September 8, 1954, the Union filed with the Regional Director timely objections to the election. Thereupon, in accordance with the Board's Rules and Regulations, the Regional Director conducted an investigation. On September 29, he issued and duly served upon the parties his report on objections to election, in which he recommended that the objections be overruled in their entirety and that the Board certify the results of the election.

On October 11, 1954, the Union filed timely exceptions to the report, renewing, in substance, the contentions set forth in the objections.