provide these benefits for its drivers. The latter have their own tractors, pay all the expenses of operating them, and carry their own fire, theft, and collision insurance. The working conditions of Liquid's drivers are also different from those of the Pierson and Troy drivers in that Liquid's drivers may refuse to haul particular loads and are not required to be available a set number of hours per day or week.

Upon the above facts, we find that Troy and Pierson are not sufficiently integrated with each other or with Liquid to constitute a single employer. Accordingly, we find that it will not effectuate the policies of the Act to assert jurisdiction over Troy and Pierson because, as indicated above, they do not meet the Board's jurisdictional minima.

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

3. No 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, for the following reasons:

The Petitioner takes the position that it would accept a unit of Troy and Liquid drivers and another unit of Pierson drivers but would oppose two separate units for Troy and Liquid. As we are not asserting jurisdiction over Troy and Pierson and the Petitioner does not desire a unit limited to Liquid, it is unnecessary to decide whether Liquid's owner drivers are independent contractors, as contended by the Employer, or employees as defined in the Act. Accordingly, we shall dismiss the petition herein.

[The Board dismissed the petition.]

SWEE-T-SHIRTS, INC., PETITIONER *and* JOINT COUNCIL, COTTON GARMENT, UNDERGARMENT AND ACCESSORY WORKERS, AND ITS AFFILIATED LOCALS NOS. 266, 482, 496 AND 84. *Case No. 21–RM–320. January 28, 1955*

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 Irving Helbling, 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 this case, the Board finds:

1. 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. The Employer, a California corporation engaged in the manufacture of sportswear, seeks a determination of the bargaining representative of employees at its Los Angeles, California, plant. Joint Council, Cotton Garment, Undergarment and Accessory Workers, and its affiliated Locals Nos. 266, 482, 496 and 84, herein called the Union, seeks dismissal of the petition on the ground that no question concerning representation exists.

The record shows that between February and July 1953, at least three meetings were held between representatives of the Union and the Employer. At these meetings, the Union informed the Employer that it was conducting an organizational drive in the sportswear industry, and requested that the Employer sign a contract with the Union covering its employees. The Employer refused this request on each occasion, informing the Union that it would negotiate only after the Union had been designated in an election as the representative of its employees. In each instance, the Union's response was that if no contract was entered into, a picket line would be established.[1]

Picketing of the plant began in the latter part of July 1953.[2] The pickets originally carried banners stating that the Employer was unfair and that the employees were on strike. Approximately 3 or 4 weeks before the hearing, but subsequent to the filing of the instant petition on October 22, 1954, these banners were replaced with ones appealing to the employees to join the Union. The record contains unrefuted testimony that on numerous occasions since the establishment of the picket line, the union representatives advised the Employer that the picket lines would be withdrawn and the Employer given a "good deal" if it would execute a contract with the Union. On each of these occasions, the Employer informed the Union that an election was the proper course to resolve the Union's representative status.

It is not clear from the record whether the Union in its initial contacts with the Employer made a demand that it be recognized as the bargaining representative of a majority of the Employer's employees. The Union contends that the demands made upon the

[1] On July 7, 1953, before the last meeting between the parties, the Union wrote the Employer as follows:

> Representatives of the International Ladies' Garment Workers' Union have met with you at various times to discuss union organization of your shop and the possibility of reaching a contract with the union covering its membership. Thus far, you have failed to cooperate.
>
> This is to advise you that unless you change your position with respect to union organization, it may be necessary to strike and picket your shop at such time as the union considers opportune. Please inform the undersigned whether you are willing to reconsider your position.

[2] The picket lines were originally established at the South Gate, California, plant and at the Employer's office located at East Ninth Street, Los Angeles, California. When the manufacturing facilities were transferred to East 58th Place, Los Angeles, California, picketing was commenced there. At the time of the hearing, the plant and the offices were still being picketed.

Employer were limited to requests for a members-only contract. However, we need not decide this question. For we are persuaded on the basis of the current picketing that there is a present demand for recognition in the unit found appropriate herein. In this connection, the record shows that the Union has offered to remove the pickets if the Employer will execute a contract with it. As the Union normally represents all the classifications of employees found in the plant, this indicates persuasively that the Union is seeking to compel the Employer to bargain with it without regard to the question of its majority status among these employees. We find, therefore, that the picketing is not for the sole purpose of getting the employees to join the Union as the more recent picket signs say, but is tantamount to a present demand for recognition as majority representative of the Employer's employees.[3] Accordingly, we find that a question concerning representation exists within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act.[4]

4. The Employer requests a unit of all production employees, including shipping department employees, with the statutory exclusions. The Union takes no unit position. The production employees are employed in the usual garment industry classifications such as sewing machine operators, cutters, pressers, and finishers. Accordingly, we find that all production employees at the Employer's plant located at 1839 East 58th Place, Los Angeles, California, including shipping department employees, but excluding guards and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

[Text of Direction of Election omitted from publication.]

[3] *Petrie's, An Operating Division of Red Robin Stores, Inc*, 108 NLRB 1318; cf. *Francis Plating Co*, 109 NLRB 35

[4] *Silvers Sportswear*, 108 NLRB 588.

THE MAGNAVOX COMPANY *and* UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, AND ITS LOCAL 910 *and* INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, CIO *and* UNITED AUTOMOBILE WORKERS, AFL. *Case No. 13–RM–200. January 28, 1955*

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 Albert Gore, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.