

In the Matter of A. C. LAWRENCE LEATHER CO., ENGLAND-WALTON DIVISION, UNAKA TANNERY, NEWPORT, TENNESSEE, and INTERNATIONAL FUR AND LEATHER WORKERS UNION, UNITED STATES AND CANADA, CIO, & NEWPORT LOCAL

*Case No. 10-R-1551.—Decided November 5, 1945*

*Mr. William S. Joy*, of Boston, Mass., for the Company.  
*Messrs. Hardy L. Scott*, of Asheville, N. C., and *Ulys Gorrell*, of Newport, Tenn., for the CIO.  
*Mr. John C. Porter*, of Newport, Tenn., for the Independent.  
*Miss Ruth E. Bliefeld*, of counsel to the Board.

DECISION  
AND  
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by International Fur and Leather Workers Union, United States and Canada, CIO, & Newport Local, herein called the CIO, alleging that a question affecting commerce has arisen concerning the representation of employees of A. C. Lawrence Co., England-Walton Division, Unaka Tannery, Newport, Tennessee, herein called the Company,<sup>1</sup> the National Labor Relations Board provided for an appropriate hearing upon due notice before Albert D. Maynard, Trial Examiner. The hearing was held at Newport, Tennessee, on September 12, 1945. The Company, the CIO, and the Independent Leather Workers Association of Newport, Tennessee, herein called the Independent, appeared and participated. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence bearing upon the issues. At the hearing the Company and the Independent moved to dismiss the petition on the ground that the contract between them is a bar. The Trial Examiner reserved ruling on this motion for the Board. For the reasons set forth in Section III, *infra*, this motion is hereby denied. The Trial Examiner's ruling 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.

<sup>1</sup> The name of the Company appears herein as it was amended at the hearing.  
64 N. L. R. B., No. 122.

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

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE COMPANY

The A. C. Lawrence Leather Co., is a Maine corporation with establishments in the States of Massachusetts, New Hampshire, North Carolina, and Tennessee. The Company, at its England-Walton Division, Unaka Tannery, with which we are solely concerned herein, is engaged in the tanning of leather for belts and shoes. The principal raw materials used at this operation are hides, barks, tanning extracts and chemicals. During the fiscal year from October 1943 to October 1944, this operation purchased raw materials valued in excess of \$500,000, 90 percent of which was shipped from points outside the State of Tennessee. During the same period, this operation manufactured finished products valued in excess of \$1,000,000, of which approximately 90 percent was shipped to points outside the State.

The Company admits that it is engaged in interstate commerce within the meaning of the National Labor Relations Act, and we so find.

#### II. THE ORGANIZATIONS INVOLVED

International Fur and Leather Workers Union, United States and Canada, affiliated with the Congress of Industrial Organizations; its Newport Local; and Independent Leather Workers Association of Newport, Tennessee, are labor organizations admitting to membership employees of the Company.

#### III. THE QUESTION CONCERNING REPRESENTATION

On June 21, 1944, pursuant to the result of a consent election conducted under the auspices of the Board on June 14, 1944, the Independent was designated as the exclusive bargaining representative of the employees of the Company within a bargaining unit substantially identical to the unit hereinafter found appropriate.<sup>2</sup> Thereafter, on July 15, 1944, the Independent and the Company entered into a collective bargaining agreement covering the employees for whom the Independent had been designated. This agreement contained the following clause:

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<sup>2</sup> The CIO was a party to this election. Previously, on December 11, 1942, a consent election was conducted in which the Independent and the United Leather Workers, International Union, Branch 104, A. F. of L., appeared on the ballot. As a result thereof, the Independent was designated on December 16, 1942, as the exclusive bargaining representative of the employees of the Company in a unit substantially identical to the unit found appropriate herein.

The terms and provisions of this agreement shall continue in force and bind both parties from July 15, 1944, to July 15, 1945.

The terms and provisions of this Agreement shall continue in force and bind both parties from year to year after 7-15-44 unless either of the parties to this Agreement gives written notice of its intention to terminate it at least 30 days before the date of the termination of this Agreement or any renewal thereof.

By registered letter dated May 28, 1945, the CIO advised the Company that it represented a majority of employees within an alleged appropriate unit, and requested that the Company not enter into "contractual relationship with any other Labor organization" until an election had been held by the Board. The postal registry return receipt, which is a part of the record, shows that the Company received the letter on May 31, 1945. The Company did not reply to this letter. Thereafter, on July 14, 1945, the CIO filed its petition herein.

The Company and the Independent contend that their contract of July 15, 1944, constitutes a bar to this proceeding. We do not agree with this contention. We have repeatedly held that a bargaining contract executed or containing an automatic renewal clause to take effect after the employer has received notice that a rival union challenges the contracting union's status as the exclusive bargaining representative, is no bar to a determination of representatives.<sup>3</sup> It is undisputed that the Company received notice of the CIO's claim on May 31, 1945, which was more than 30 days prior to the operative date of the contract's automatic renewal clause. Consequently, we find that the contract is not a bar to an immediate determination of representatives.

A statement of the Field Examiner, introduced into evidence at the hearing, indicates that the CIO represents a substantial number of employees in the unit hereinafter found appropriate.<sup>4</sup>

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.

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<sup>3</sup> See *Matter of Craddock-Terry Shoe Corp.*, 55 N. L. R. B. 1406; *Matter of General Chemical Company*, 48 N. L. R. B. 988; *Matter of Electric Auto Lite Company*, 46 N. L. R. B. 395; *Matter of Cochran Metal Products Corporation*, 45 N. L. R. B. 439; *Matter of El Paso Electric Company*, 50 N. L. R. B. 56.

<sup>4</sup> The Field Examiner reported that the CIO submitted 107 application for membership cards; that 85 of the names appearing on the cards were listed on the Company's pay roll of July 10, 1945; that 15 of the cards were dated during 1944, and that 92 of the cards were dated during 1945. At the hearing the CIO submitted to the Trial Examiner 11 additional cards, all bearing the date of August 1945.

The Field Examiner reported that the Independent submitted 104 application for membership cards; that 85 of the names appearing on these cards were listed on the Company's pay roll of July 10, 1945; that 68 of the cards were dated during 1942; that 5 of the cards were dated during 1943; that 6 of the cards were dated during 1944; and that 25 of the cards were dated during 1945.

The Field Examiner reported that there were approximately 180 persons within the alleged appropriate unit

## IV. THE APPROPRIATE UNIT

We find, substantially in accordance with the agreement of the parties, that all production and maintenance employees of the Company at its England-Walton Division, Unaka Tannery, Newport, Tennessee, including firemen,<sup>5</sup> truck drivers, and watchmen, but excluding clerical-laboratory employees, office employees, supervisory employees of the rank of assistant foremen and above, and all other 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, subject to the limitations and additions set forth in the Direction.<sup>6</sup>

## 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 A. C. Lawrence Leather Co., England-Walton Division, Unaka Tannery, Newport, Tennessee, 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 Tenth 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 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

<sup>5</sup> Sometimes referred to as stationary engineers.

<sup>6</sup> We shall place upon the ballot with the Independent, International Fur and Leather Workers Union, United States and Canada, CIO, and Newport Local, since it appears to be the labor organization more particularly concerned herein.

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 they desire to be represented by International Fur and Leather Workers Union, United States and Canada, CIO, & Newport Local, or by Independent Leather Workers Association of Newport, Tennessee, for the purposes of collective bargaining, or by neither.

MR. GERARD D. REILLY took no part in the consideration of the above Decision and Direction of Election.