

In the Matter of WILSON ATHLETIC GOODS MFG. CO., INC., EMPLOYER  
and UAW-AFL, AMALGAMATED LOCAL NO. 286, PETITIONER

*Case No. 13-R-4199.—Decided June 16, 1947*

*Mr. Richard C. Winkler*, of Chicago, Ill., for the Employer.

*Mr. Angelo Inciso*, of Chicago, Ill., for the Petitioner.

*Mr. Victor M. Theis*, of Chicago, Ill., and *Mr. Joseph F. Wundsan*,  
of Palatine, Ill., for the Independent.

*Mr. Warren H. Leland*, of counsel to the Board.

## DECISION

AND

## DIRECTION OF ELECTION

Upon a petition duly filed, hearing in this case was held at Chicago, Illinois, on March 28 and April 7, 1947, before Karl W. Filter, 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 the case, the National Labor Relations Board makes the following:

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE EMPLOYER

Wilson Athletic Goods Mfg. Co., Inc., is a Delaware corporation with plants and branches in various States in the United States. This proceeding concerns only the Employer's plant in Chicago, Illinois, where athletic goods and equipment are manufactured. During the first 6 months of 1946, the Employer purchased materials valued in excess of \$50,000, more than 50 percent of which was received from outside the State of Illinois. During the same period the Employer sold finished products valued in excess of \$100,000, more than 50 percent of which was sold and delivered to customers outside the State.

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

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## II. THE ORGANIZATIONS INVOLVED

The Petitioner is a labor organization affiliated with the American Federation of Labor, claiming to represent employees of the Employer.

Independent Athletic Goods Manufacturing Union, herein called the Independent, is an unaffiliated labor organization, claiming to represent employees of the Employer.

## III. THE QUESTION CONCERNING REPRESENTATION

The Employer and the Independent were bound by collective bargaining agreements from 1937 through December 1946. The last contract between the parties was executed on January 1, 1946, effective until December 31, 1946, and from year to year thereafter, unless either party tendered written notice to the other party 30 days prior to any anniversary date, of a desire to amend, modify, or terminate the agreement.

On November 4, 1946, the parties amended their agreement to incorporate certain wage changes. On November 30, 1946, before the Mill B or operative date of the 1946 contract, the Independent advised the Employer, by letter, that it desired to negotiate certain changes for the forthcoming contract period. Thereafter, during the first week in December 1946, the parties met and agreed to some 13 modifications or changes in the contract, but failed to agree on the matter of paid holidays. Because of the resulting impasse on this issue of paid holidays, the parties did not execute or sign a new agreement. On January 1 and 29, 1947, respectively, the Petitioner filed its petition and amended petition in this proceeding.

The Employer contends that the January 1, 1946, contract was automatically renewed on January 1, 1947, and that such alleged renewal precludes a current determination of representatives.

It is clear, however, that the Independent had effectively forestalled the operation of the contract's automatic renewal clause by the November 30 notification to the Employer of its desire to negotiate changes in the agreement. It is also clear that the subsequent negotiations failed to "close" the contract prior to the filing of the petition herein.<sup>1</sup> Accordingly, we find that the 1946 contract was not renewed and that it is therefore no bar to the present proceeding.

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

<sup>1</sup> See *Matter of Riggs Optical Company, Consolidated*, 67 N. L. R. B. 565, 567; and *Matter of Nicholson Transit Company*, 65 N. L. R. B. 418, 420.

## IV. THE APPROPRIATE UNIT

In accordance with the agreement of the parties, we find that all production and maintenance employees at the Employer's plant and warehouses in Chicago, Illinois, excluding 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.

DIRECTION OF ELECTION<sup>2</sup>

As part of the investigation to ascertain representatives for the purposes of collective bargaining with Wilson Athletic Goods Mfg. Co., Inc., Chicago, Illinois, 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 Thirteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Sections 203.55 and 203.56, of National Labor Relations Board Rules and Regulations—Series 4, 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 present themselves in person at the polls, but excluding those employees 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 UAW-AFL, Amalgamated Local No. 286, or by Independent Athletic Goods Manufacturers Union, for the purposes of collective bargaining, or by neither.

CHAIRMAN HERZOG took no part in the consideration of the above Decision and Direction of Election.

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<sup>2</sup> Any participant in the election herein may, upon its prompt request to and approval thereof by the Regional Director, have its name removed from the ballot.