

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

GENERAL DRIVERS & DAIRY EMPLOYEES
UNION LOCAL NO. 563,

Complainant,

vs.

PIERCE MANUFACTURING INC.,

Respondent.

Case XIV
No. 13589 Ce-1294
Decision No. 9549-C

ORDER AFFIRMING EXAMINER'S FINDINGS OF FACT,
CONCLUSION OF LAW AND ORDER

Examiner John T. Coughlin having on March 12, 1971, issued his Findings of Fact, Conclusion of Law and Order in the above entitled matter; wherein said Examiner concluded that the above named Respondent had not committed any unfair labor practices within the meaning of the Wisconsin Employment Peace Act, and wherein the Examiner dismissed the complaint; and thereafter the above named Complainant having timely filed exceptions to the Examiner's decision and briefs in support thereof; and the Respondent having filed a brief in opposition to said exceptions; and the Commission having reviewed the entire record, the Findings of Fact, Conclusion of Law and Order issued by the Examiner as well as the exceptions and the briefs filed in support and opposition thereto, and being satisfied that the Findings of Fact, Conclusion of Law and Order issued by the Examiner should be affirmed;

NOW, THEREFORE, it is

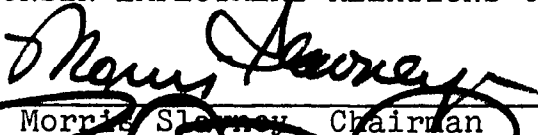
ORDERED

That pursuant to Section 111.07(5) of the Wisconsin Employment Peace Act the Wisconsin Employment Relations Commission hereby adopts the Examiner's Findings of Fact, Conclusion of Law and Order issued in the above entitled matter as its Findings of Fact, Conclusion of Law and Order.

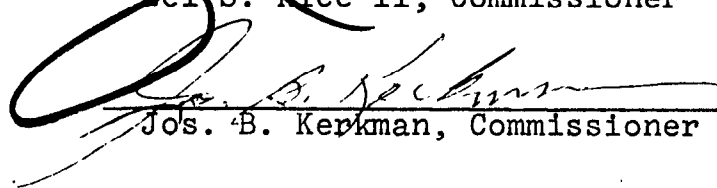
Given under our hands and seal at the
City of Madison, Wisconsin, this 30th
day of August, 1971.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slattery, Chairman


Earl S. Rice II, Commissioner


Jos. B. Kerkman, Commissioner

No. 9549-C

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

Respondent.

MEMORANDUM ACCOMPANYING ORDER AFFIRMING
EXAMINER'S FINDINGS OF FACT,
CONCLUSION OF LAW AND ORDER

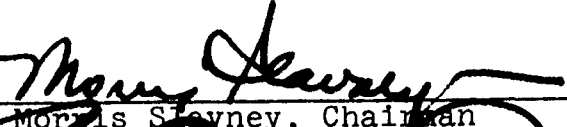
". . . If the parties do not reach an agreement with respect to such proposed changes, or a new Agreement, in the event termination notice has been given prior to said expiration date, then this Agreement shall terminate on its expiration date. The parties may, however, by mutual consent, extend this Agreement for a specific period of time to allow further negotiations."

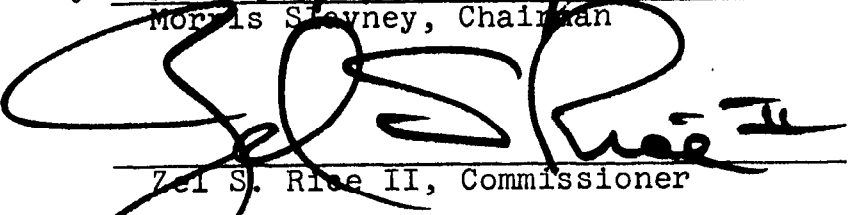
The facts relied upon by the Union in an attempt to establish that a collective bargaining agreement was in existence at the time of its alleged violation related to a conversation had between the Complainant's secretary-treasurer and comptroller of the Respondent, which conversation is reflected on pages 7 and 8 of the Examiner's Memorandum. Nowhere in the record are there any facts to establish that the agreement was extended, if at all, "for a specific period of time . . ." Under such circumstances the Commission is satisfied that the collective bargaining agreement did not extend beyond its original expiration date, despite the continuance of certain conditions of employment established in the agreement involved.

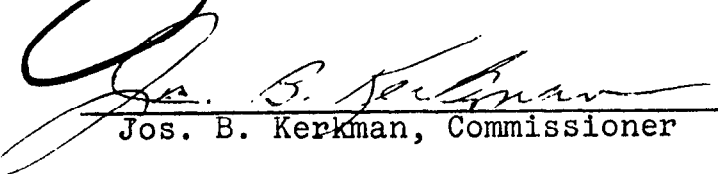
Dated at Madison, Wisconsin, this 30th day of August, 1971.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Stayney, Chairman


Zel S. Rice II, Commissioner


Jos. B. Kerkman, Commissioner

