DETROIT REVOLUTIONARY MOVEMENT RECORDS

BOX 5 OF 16

FOLDER 17

REFERENCE MATERIAL

GENERAL LABOR MATTERS

on an indefinite leave of absence and should have paid him benefits under the sickness and accident insurance program provided by the collective agreement; for that period of time between the date of his disability and such time as he returned to work, but then the arbitrator made an amazing holding. He held that since the Grievor had taken other employment following his termination by the Company, that if they do seek and find other employment, they may find themselves terminated for failing to get the Company's approval to try to earn money to keep the employee's family in food and shelter until such time as the grievance protesting the discharge can be decided. We believe Arbitrator O'Shea in creating this dilemma has done a disservice to the arbitration process. (118.6366)

A MATTER OF SIX DISCHARGES

The dispute concerned the discharges of six (6) employees of the Chrysler Corporation plant in Kokomo, Indiana who were engaging in alleged acts of violence against members of supervision. The employees were represented by UAW Local 1166, and the arbitrator deciding the case was the Permanent Chairman, Gabriel Alexander.

The discipline was concerned with group misconduct and the allegation was that such group misconduct had intimidated supervisors, including a variety of charges such as; unauthorized entry into the plant, verbally abusing and threatening, refusal to obey supervisory instructions, and threatening the destruction of Company property. The Union contended that the whole situation was created by the Company engaging in racial discrimination at the local level.

In deciding this case, Arbitrator Alexander put it this way:

> "It may well be, as the Union suggests, that there existed in this Plant serious underlying racial resentments, although the Corporation asserts that Management had not previously been made aware of such an undercurrent. Assuming that it did exist, however, I do not regard it as justification for abandoning or defying the orderly procedures afforded by the National Agreement for dealing with claims of racial discrimination. See Section (4), Sections (23)-(29).
>
> "Grievants have been individually charged and will be individually judged. But it may not reasonably be denied that by combining their individual presence and behavior, they each supported the misconduct of the others. I am con-

*FOOTNOTE: These decisions were issued in the light of their own set of facts and under specific contract provisions, which may not exactly relate either to your agreement or your particular set of circumstances. They are here cited as guides rather than as examples of what would follow from your agreement.

vinced that for twenty minutes or more, upwards of a dozen angry employes vented their resentment in loud obscene utterances, or by choruses of assent to the utterances of others, and created an atmosphere of intimidation and coercion in the Production Office. Granted that some individuals may have been carried away by the more forceful and more wrongful utterances and actions of others, it is beyond reason and logic to conclude that any of the Grievants who were present in the Production Office were innocent of punishable wrongdoing. The only question as to which there is room for differences of reasonable opinion is the extent of the disciplinary measures which should in final analysis be imposed. I find that all of the Grievants who were in the Production Office are guilty, directly or as accomplices, in directing abusive language towards Foreman Covey. I find also that they all are guilty of failing to promptly comply with the instructions of Mr. Beatty that those working the afternoon shift should return to their jobs, and those who worked on other shifts should leave the Plant. On the other hand, Chrysler's abandonment of the accusation that grievants violated the no strike provisions of the Agreement removes one of the considerations on which the several discharges were predicated, and I have taken that into account in reaching my conclusions as to appropriate penalty. Other charges of wrongdoing and my findings with respect to them will be recited below."

Arbitrator Alexander then discussed the specific charges against each of the 6 Grievants and upheld the discharge of 2 of them. Two (2) were reinstated, but without any back pay, and the other two (2) were reinstated with back pay for all time lost in excess of sixty (60) days, which the arbitrator determined to have been a proper penalty. We believe nothing further needs to be said. When a contract provides a means of protesting any adverse treatment or violations through the grievance procedure, and an employee deserts that procedure and takes the law into his own hands, then he is placing his job in serious jeopardy. It may well be that employees feel that they have received unfair treatment, and it may well be that they feel that filing a grievance is a lengthy process, but the fact remains that the contract requires that any disputes between the Company and the Union be processed through that grievance procedure, and deviations from that procedure by employee actions can only lead to serious problems insofar as those employees are concerned. We would urge that not only the employees in this plant, but employees in all plants use the grievance procedure and not resort to actions such as those which led to the discharges here at bar. (118.6523)

FOUR DISCRIMINATORY DISCHARGES

Arbitrator Joseph Brandschain was called upon sufficient to justify the terminating penalty meted

FEDERAL ACTS

(1925) Railway Labor Act- National Mediation Board
(1932) Norris _ La Guardia Act
(1935) National Labor Relations Act (Wagner Act)
(1947) Taft-Hartley Act (amendments to Wagner Act)
(1957) Labor-Management Reporting and Disclosure Act (Landrum-Griffin)

Fair Employment Practices Act
Civil Rights Acts 1866, 1963, 1967
Federal & Michigan Wage & Hour Legislation - Fair Labor Standards Act

(1970) Occupational Safety Act
Clean Mines Act
(1937) Walsh- Healey Act
(1918) Child Labor Laws Federal Mine Safety Acts

STATE & FEDERAL ACTS

(1912) Workmen's Compensation
(1937) Social Security Act
(1937) Unemployment Compensation
Civil Rights Act 1963 & Michigan Constitution 1963

(1965) Michigan Labor Mediation Act
(1965) Hutchinson Act- Public Employment Relations Act
Child Labor Laws - Hittle Juvenile Employment Act
Health and Safety of Coal Miners
Construction Safety Act 1963.

UNION RIGHTS TOO TROUBLESOME?

Is union democracy, like the right to strike, being targeted for oblivion by union bureaucrats who regard it as a hinderance to "labor peace"?

It would seem so, judging from the final report of the National Commission for Industrial Peace which was submitted to President Nixon and made public May 9. The report recommends a "comprehensive review" to determine whether changes should be made in the "Bill of Rights" clause of the 1959 Labor-Management Reporting and Disclosure Act which vaguely outlined the rights rank-and-file union members should have.

The commission, which was set up by the President in 1973 to explore alternatives to strikes, brought together some of the most powerful figures in the labor movement and among the monopoly capitalists. Among the "management" members were R. Heath Larry of U.S. Steel, James Roche of General Motors and Walter Wriston of the First National City Bank. The five labor members were I.W. Abel, president of the United Steelworkers; Frank Fitzsimmons, Teamsters president; Paul Hall, president of the Seafarers' International Union; George Meany, AFL-CIO president, and Leonard Woodcock, retiring president of the United Auto Workers.

Their final report to Nixon indicates a growing fear of rank-and-file rebellion in the unions. In it, the commission writes: "In the course of discussions within our commission, it was urged by some of our labor members that some parts of the Labor-Management Reporting and Disclosure Act of 1959" constituted "a source of friction. The point was made that Title 1 of this law, commonly known as the Landrum-Griffin Act, and the manner in which it has been interpreted and applied has served as a hindrance to responsible labor leadership and consequently to effective collecting bargaining.

"This contention has been advanced by labor representatives and has been the subject of debate many times since the enactment of this statute in 1959. It is argued that unions and their officers have been attacked in legal proceedings so many times that they have tended to become shy and not to exercise the leadership and general responsibility necessary in this controversial area, thus making it possible for minorities to impose their wills on majorities and for relatively small numbers of dissidents to prevent settlements and cause unwarranted turmoil."

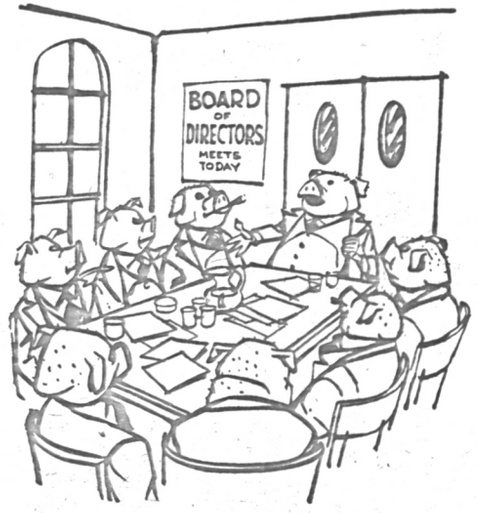
By way of illustration to this point, Business Week magazine cited the recent suit in Pittsburgh, Pa., by 35 steelworkers who sought to have the steel no-strike pact declared null and void.

Although an employers act, Title 1 or the "Bill of Rights" clause is useful in some ways to rank-and-file unionists. It calls for equal rights for union members, freedom of speech and assembly, safeguards against union disciplinary action, the right of every union member to a copy of their contract, the right to vote by secret ballot on proposed changes in union dues and protection from retaliation for workers who sue the union leadership.

The right of workers to sue and to ratify their contracts seemed to draw particular attention from the labor members of the commission. Since passage of the act in 1959, rank-and-file rejections of contract settlements have increased sharply. According to the Christian Science Monitor, "in many years, one of every eight agreements is turned down in membership votes and negotiators are ordered to go back to employers to bargain for more; strikes occur frequently in such situations."

The commission's report doesn't indicate a concerted effort will be mounted to do away with all or even some of the guarantees in Title 1 but it does appear to lay the groundwork, much like the steel no-strike pact was first raised by union leadership several years ago and then recently implemented.

R.S.



Fred Wright, Union Cartoons

"We're not seeing ourselves as the workers see us...."

UNIONISM, CONCENTRATION, AND WAGE CHANGES: TOWARD A UNIFIED THEORY

HAROLD M. LEVINSON

THE issue of the relationship, if any, between the competitive character of the product market and the ability of a union to obtain wage increases continues to be characterized by differences of opinion among economists. On the one hand, several empirical studies have indicated that there has been a strong relationship over fairly long periods of time between interindustry rates of increase in wages, "degree of monopoly" in the product market, and extent of union strength.[1] Some writers, on the other hand, have continued to express serious doubts about the general validity of the relationship on both theoretical and empirical grounds.[2] This article is designed to investigate further the nature of the unionism-monopoly-wage increase relationship, with the objective of suggesting a more unified approach which can encompass and integrate both of these points of view.

Variables Affecting Wage Increases

The several studies cited in the first footnote in this article all indicate, on the basis of an examination of the available empirical evidence, that at least for certain time periods and industrial sectors, greater rates of increase in wages have been strongly correlated with three variables—relatively strong union strength (as measured by the proportion of production workers covered by collective agreements), relatively high "degrees of monopoly" (as measured by concentra-

Although the relation between the degree of competition in the product market and the ability of a union to secure wage increases has been analyzed in a number of studies in the past two decades, opinion remains divided as to whether industrial concentration aids or deters union bargaining efforts. An explanation, offered in this article, is that the effect of oligopoly is two-edged. The more concentrated is the industry, the greater the union's ability to maintain its organizational strength and hence its bargaining power. But firms of large size and strong financial resources are able to resist union pressures more effectively than smaller firms less well shielded from competitive pressures.

Harold M. Levinson is professor of economics in the University of Michigan.—EDITOR

[1] See A. M. Ross and W. Goldner, "Forces Affecting the Interindustry Wage Structure," *Quarterly Journal of Economics*, Vol. 64, No. 2 (May 1950), pp. 254–281; W. Bowen, *Wage Behavior in the Postwar Period* (Princeton, N.J.: Princeton University, Industrial Relations Section, 1960), Chap. V; H. M. Levinson, *Postwar Movement of Prices and Wages in Manufacturing Industries*, Joint Economics Committee, 86th Cong., 2nd sess., Study Paper No. 21, 1960; and Martin Segal, "Unionism and Wage Movements," *Southern Economic Journal*, Vol. 28, No. 2 (October 1961), pp. 174–181.

In the following discussion, the term "rate of increase in wages" will refer to percentage increases in average hourly earnings, unless otherwise indicated.

[2] See esp. Albert Rees, "Union Wage Gains and Enterprise Monopoly," *Essays on Industrial Relations Research* (Ann Arbor and Detroit, Mich.: University of Michigan-Wayne State University, Institute of Industrial Relations, 1961); and H. G. Lewis, *Unionism and Relative Wages in the United States* (Chicago: University of Chicago Press, 1963), pp. 159–161 and 177–178.

tion ratios), and relatively high profit rates. Furthermore, attempts to isolate the separate effects of each explanatory variable on the wage by the use of multiple regression techniques have not been particularly helpful. This failure has been due to the high degree of intercorrelation among the explanatory variables themselves. Consequently, these results have been interpreted by some writers as suggesting that the three variables do not act independently of each other, but rather that it is the combined result of strong union power, facilitated by and functioning within a "permissive" product market environment, which *together* explain the more favorable wage movements. It should be noted that under this interpretation, strong unionism would still represent the primary or "initiating" force, since there is no reason to presume that more concentrated and more profitable industries would, on those accounts alone, continue to grant greater wage increases over time than would other industries.

In a perceptive critique of these studies, however, Albert Rees questioned the basic proposition that the ability of a union to achieve wage increases is in fact facilitated by the presence of a more monopolistic product market. He pointed out that because of the limitations of available data, these studies were confined almost exclusively to manufacturing industries and that

> *it just so happens* that in manufacturing almost all strong unions deal with concentrated industries. . . . This is by no means true of the whole economy; indeed, for the rest of the economy the reverse is more nearly true. Trucking, bituminous coal mining, building construction, and entertainment are all highly organized...and all are competitive industries or would be in the absence of unionization. . . . In my judgment, data for the whole economy would be much less likely than data for manufacturing alone to show strong association between unionization, enterprise monopoly, and wage increases.[3]

Rees's skepticism regarding the nature of the unionism-concentration relationship was later given some empirical support in work done by H. G. Lewis with the basic manufacturing data. In a multiple regression analysis using the traditional unionism (u) and concentration (c) variables, Lewis added an interaction variable (uc) in order to test for the additional effect of the two variables taken together. The sign of the coefficient of the interaction variable was negative, suggesting the possibility (depending upon the size of the coefficients associated with each variable) that for a given degree of union strength, a greater degree of concentration in an industry may yield a smaller rate of increase in wages; thus, a union's ability to obtain wage increases may be hindered rather than helped by the presence of greater concentration in the product market. More recently, Lewis' results have been given additional support by Leonard W. Weiss, who found that during the year 1959, the interindustry level of annual earnings of several occupational groups was positively correlated with concentration and union strength, but also found the interaction effect of the latter two variables to be negative.[4] It is interesting to note

[3] Rees, *loc. cit.*, p. 133 (emphasis added).

[4] Leonard W. Weiss, "Concentration and Labor Earnings," *American Economic Review*, Vol. 56, No. 1 (March 1966), pp. 96–117. It should be noted that Weiss's analysis differed from those previously cited in that he dealt with relative levels of annual earnings in 1959 rather than with relative rates of change in hourly earnings over a period of time.

A different type of criticism of the concentration-wage increase hypothesis has been raised by M. W. Reder, who pointed out that if greater wage increases were consistently correlated with concentration, it would be reflected in an ever-increasing differential between the wages paid

that Weiss also concluded on the basis of additional empirical investigation that while the more concentrated industries did pay higher annual incomes for given occupations, they thereby were able to obtain a superior "quality" of labor so that little or no monopoly rents or misallocation of resources resulted.

A Contrary View

Finally, a rebuttal to the Rees-Lewis position was made by M. Segal, who reiterated the point of view that concentration does indeed yield a wage-gaining advantage to the union.[5] Segal's case rested essentially on two propositions. First, that it is easier for a union, *once strongly organized,* to maintain its organizational strength in a non-competitive than in a competitive industry, because greater freedom of entry and greater mobility of capital in the latter situation tend to undermine the union's jurisdictional control; where entry is highly restricted, however, non-union competition is much more difficult to establish.[6] Second, a union in a monopolistic industry is in a much better position than in a competitive industry to make an aggressive wage policy "stick," since the existence of price leadership and the lack of downward price pressures in the former case preclude the possibility that individual locals might make special concessions to individual firms in order to permit them to attract more business by lowering prices. Segal most clearly rejected the Rees-Lewis position by asserting that competitive pricing pressures are such that "even in the improbable case of complete unionization, a union in a competitive industry would have less wage gaining ability than a union in a fully organized oligopoly or monopoly."[7]

Within this broader framework, Segal's analysis of the reasons for the apparent success of unions in competitive industries, such as the Teamsters, the building trades, and the Mine Workers is less clear. In some cases, as construction and local trucking, his explanation lies in the fact that the product market is local; hence these unions are better able to prevent the rise of non-union competition, despite the ease of entry. Furthermore, the limited area of the product market makes it easier to prevent interlocal competitive wage pressures from developing. In the case of long-haul trucking, however, Segal suggests the explanation lies in the fact that entry is barred or restricted by regulatory authorities;[8] yet there are over 15,000 such regulated carriers operating in interstate commerce[9] in addition to the actual or potential competition from interstate carriers and from the use of private trucks. Nor does Segal

by monopolists and by competitors for comparable labor; such an increasing differential has not in fact been observed over time. M. W. Reder, "Wage Differentials: Theory and Measurement," *Aspects of Labor Economics* (National Bureau of Economic Research, 1962), pp. 291–296. The explanation lies in the fact that during certain periods, particularly when the labor market is very tight, competitive pressures for the scarce labor supply pull the lower wages up to the higher level, thus narrowing or eliminating the previously developing differential. For a discussion of these differing types of wage interrelationships under differing labor market situations, see H. M. Levinson, *Unionism, Wage Trends, and Income Distribution* (Ann Arbor, Mich.: Bureau of Business Research, 1951), pp. 66–73. More recently, these varying types of interrelationships over time have been confirmed by Lewis, *op. cit.,* pp. 193 and 222.

[5] M. Segal, "Union Wage Impact and Market Structure," *Quarterly Journal of Economics,* Vol. 78, No. 1 (February 1964), pp. 96–114.

[6] As Segal points out, this does not mean it is easier for a union to organize a monopolistic industry in the first place; in the United States, such organization required strong government assistance.

[7] *Ibid.,* p. 105.

[8] *Ibid.,* p. 112, n. 4.

[9] American Trucking Association, *Trends,* 1965, p. 13.

deal with the bituminous coal case in which the product market is national in scope.

Towards Another Theory

Several important lines of analysis have been suggested by the work of the authors cited above; nevertheless, they do not fall into any internally consistent pattern and in some important respects, underlying causal relationships are still unclear. In the remainder of this article, an attempt will be made to develop a more unified analysis of the forces affecting the wage change–degree of monopoly relationship, into which these various points of view may be fitted.

We have observed that in the manufacturing industries of the economy, a strong correlation has been found over fairly long periods of time between rates of increase in wages and two "explanatory" variables, union strength and concentration ratios.[10] Rees has suggested, however, that "it just so happens" that union strength and high concentration are correlated in manufacturing, but that such a relationship is not generally true in other sectors of the economy and indeed the opposite may well be the case.

Segal's analysis, however, provides an explanation of the fact that the relationship between union collective bargaining coverage and an oligopolistic product market structure is not coincidental but follows rather from the relative ease of entry of new firms into production outside the jurisdictional control of the union. Thus, industries having high concentration ratios are characterized by entry barriers imposed by the nature of the industry itself—high capital requirements, patent controls, established brand names, and so forth. Given these entry barriers, a union, once firmly established within all or a large proportion of the existing firms in the industry,[11] is more able to maintain its jurisdictional control against the threat of erosion by the establishment of new non-union firms and hence (other things equal) can press more aggressively for greater wage adjustments. By contrast, a competitive product market implies a much greater ease of entry of new firms as well as a much higher degree of plant mobility among existing concerns, both of which contribute to a gradual erosion of union jurisdictional control and to a lowered ability to obtain wage gains. The high correlation observed in manufacturing between union strength and concentration is therefore not coincidental, but is systematically related by the structural interaction of entry barriers on the maintenance of union jurisdictional control.

A Cause of Union Strength

How then can the continuing presence —indeed in some cases the continuing expansion—of some of the strongest unions be explained, unions which are in industries characterized by large numbers of sellers, ease of entry, and strong competitive pricing pressures? Among the cases having these characteristics would be the Teamsters, the building tradesmen, the United Mine Workers, the offshore maritime seamen, the longshoremen, and some of the unions in the service industries.

The explanation suggested here lies in precisely the same logic as that relating to manufacturing, except that the protec-

[10]Relatively high profit rates were also found to be correlated with wage increases; this variable, however, is not directly germane to the issue being analyzed.

[11]We omit for the moment the matter of the relationship between product market structure and the ability of the union to gain jurisdictional control in the first place.

tion against non-union entrants which is provided by concentration in the manufacturing industries is provided by an alternative characteristic of production—the spatial limitations of the physical area within which new entrants can effectively produce. In every one of the industries mentioned, the technological or physical character of production requires that any new entrant into production must either locate his plant within a specific and relatively limited geographic area or must physically enter such a specific area at some important phase of the production process. Under this type of industrial structure, the union need only achieve a high degree of organizational strength within the limited strategic areas involved in order to be protected against the undermining effects of new non-union entrants or of runaway shops, irrespective of how easy entry into the industry itself might be.

It should be noted that the point being made here regarding the importance of the spatial characteristics of the area of effective entry into production is not the same as the more commonly made point regarding the geographic area of the product market, though the two concepts are sometimes significantly related. In the construction and local service industries, for example, both the area of effective production and the product market area are local. In mining, however, the area of effective production is limited by the geographic location of the available mineral resources, but the product market is national in scope.[12] Similarly, the important limitation in maritime is related to the requirements of production rather than to the extent of the product market, since the limited geographic availability of adequate port facilities requires that entrants into stevedoring or ocean shipping must be established or at some point must operate within the unions' jurisdictional control. Finally, in long-line trucking it is only necessary that the union be firmly established within a few key cities throughout a region in order to exert control over the great bulk of new entrants, since any entrant wishing to engage in important over-the-road operations almost invariably must function within the union's jurisdiction at some point in his operations. In fact, the interrelationships among long-line carriers are such that the union is often able to extend its influence far beyond the specific areas in which it is established.[13]

Once this key relationship is seen between the maintenance of union strength and the conditions of entry of new firms into effective production, the reason for the differing experience of the manufacturing and non-manufacturing sectors with respect to the unionism-concentration relationship also becomes clear. This is because it is most commonly in manufacturing that concentration rather than spatial production limitations would be the dominant mechanism limiting the establishment of new firms outside the union's jurisdiction. For while it is true that the locational flexibility of some types of manufacturing operations is limited by high transportation costs, availability of raw materials, or other particular circumstances, the number of operations so limited is quite small relative to all manufacturing and even these few usually have a wide range of location-

[12]Where the spatial area of effective production has been quite wide, however, as in bituminous mining, the union's ability to control new entrants has often been correspondingly more difficult, as the history of the organizational strength of the Mine Workers clearly indicates.

[13]See Ralph and Estelle James, "Hoffa's Leverage Techniques," *Industrial Relations*, Vol. 3, No. 1 (October 1963), pp. 73–93.

al choices within broad regional limits. On the other hand, it is in mining, construction, transportation, and services where the spatial limitations on effective entry would most commonly be found. Hence, the primary reason for the strong relationship found in past studies between union strength and concentration was caused, as Rees suggested, by the reliance of the researchers on manufacturing data; once the analysis is broadened to include non-manufacturing, concentration is replaced by spatial characteristics as the primary mechanism for preventing entry outside the union's jurisdictional control, even in the face of a highly competitive product market structure.

Employer Resistance to Unionization

Up to this point, we have been concerned solely with the effect of product market structure on the strength of the union and on its ability to press aggressively for wage increases; we now suggest, however, that the competitive nature of the product market also has an important bearing on the employer's *ability to resist* such union pressure.

It is a commonplace observation that the history of the American labor movement indicates that oligopolistic industries have been more difficult to unionize than have competitive industries. With few exceptions, most of the earliest and strongest unions were to be found in such competitive industries as construction, printing, bituminous mining, men's and women's clothing, and a few local service industries such as local trucking and entertainment. Conversely, attempts to organize such oligopolistic industries as steel, automobiles, non-ferrous mining, meat-packing, machinery, and shipbuilding were largely abortive except under the extremely favorable conditions of World War I.

While several other factors have undoubtedly also played a role in explaining the differing degrees of success in organizing different industries,[14] one major consideration was the fact that the large oligopolistic employers had at their disposal substantial financial resources with which to resist union organizing efforts through such devices as the employment of spies and private police and the importation of strikebreakers; the funds available to smaller competitive employers for these purposes were usually much less. In addition, large financial reserves enabled the oligopolist to more easily absorb losses attendant upon a shutdown of operations caused by a lockout or a strike involving a demand for union recognition; here again, the small individual competitor was in a much weaker position to withstand such a loss of current revenue. Hence, other things equal, the ability of a union to *organize* a new plant successfully was considerably greater if the employer were a small competitor rather than a large oligopolist.

The passage of the Wagner Act in 1935, by making anti-union practices unlawful, virtually eliminated the advantages previously held by oligopolistic employers with respect to their ability to resist the unionization of their employees. There is no reason to presume, however, that the relative bargaining advantages of the oligopolist are not still present insofar as the ability to resist union bargaining demands is concerned.

A closer analysis of the nature of employer bargaining strength in some of the most strongly unionized competitive industries provides much support for this

[14] Among the most important of these has been the skill of the workers involved.

point of view.[15] In such industries as trucking, maritime, and construction, the great bulk of individual companies are small, with limited financial reserves with which to withstand a strike of any duration. Consequently, when faced with the threat of a work stoppage from such militant and organizationally strong unions as the Teamsters, the Longshoremen, the various seamen's unions, or the building trades, their ability to provide any significant resistance is very weak indeed.

Employers' Associations

As a result, employers in these industries and in others having similar characteristics have usually attempted to overcome this weakness by negotiating as a group through one or more employers' associations. An analysis of the actual bargaining policies of these associations in trucking, longshore, and maritime indicates, however, that they are often unable to maintain a "united front" in the face of a strike threat because of the large number of firms involved, the wide divergence of interests among them, and their generally poor financial resources. In trucking, for example, those firms whose operations are primarily intrastate are often subject to less stringent regulatory policies than those predominantly in interstate commerce; similarly, certain carriers are more affected than others by competitive modes of transportation, some handle types of freight more able to bear higher charges; etc. In maritime, there are strong internal differences between the subsidized and non-subsidized carriers, between those engaged in freight versus passenger operations, etc. Similarly, in construction the varying importance of the different skilled trades in different types of construction and the varying time pressures under which different groups of contractors may be operating creates sharply different views regarding appropriate bargaining policy. Under these circumstances, a particular set of demands will be less burdensome to some employers than to others or the potential losses from a strike will be much greater to some than to others. And given the large number of employers involved and the limited financial reserves of many of them, one or another group will be anxious to avoid a strike and a settlement favorable to the union is usually forthcoming.

By contrast, the larger and financially much stronger firms in oligopolistic industries are in a relatively better position to withstand the potential losses from a strike, even when facing such formidable unions as the Automobile Workers or Steelworkers. In addition, the fewer firms involved in negotiations makes it easier to develop and maintain a unified policy in any joint negotiating endeavor, whether formal or informal. This is not meant to say, of course, that internal differences do not arise or that a "divide and conquer" technique may not sometimes be successful. Relatively, however, the seriousness of these problems is much less under oligopolistic than under competitive conditions.

The generalization is suggested, therefore, that *given a similarly high degree of union organizational strength, employers in a more concentrated industry will be able to resist union pressures more effectively than employers in a more competitive industry.* This proposition is

[15] A fuller discussion of this question, based on a detailed analysis of collective bargaining policies in six major industries—long-line trucking, longshoring, offshore maritime, airframe, paper, and lumber—is provided in my forthcoming book, "Determining Forces in Collective Wage Bargaining," to be published by John Wiley and Sons.

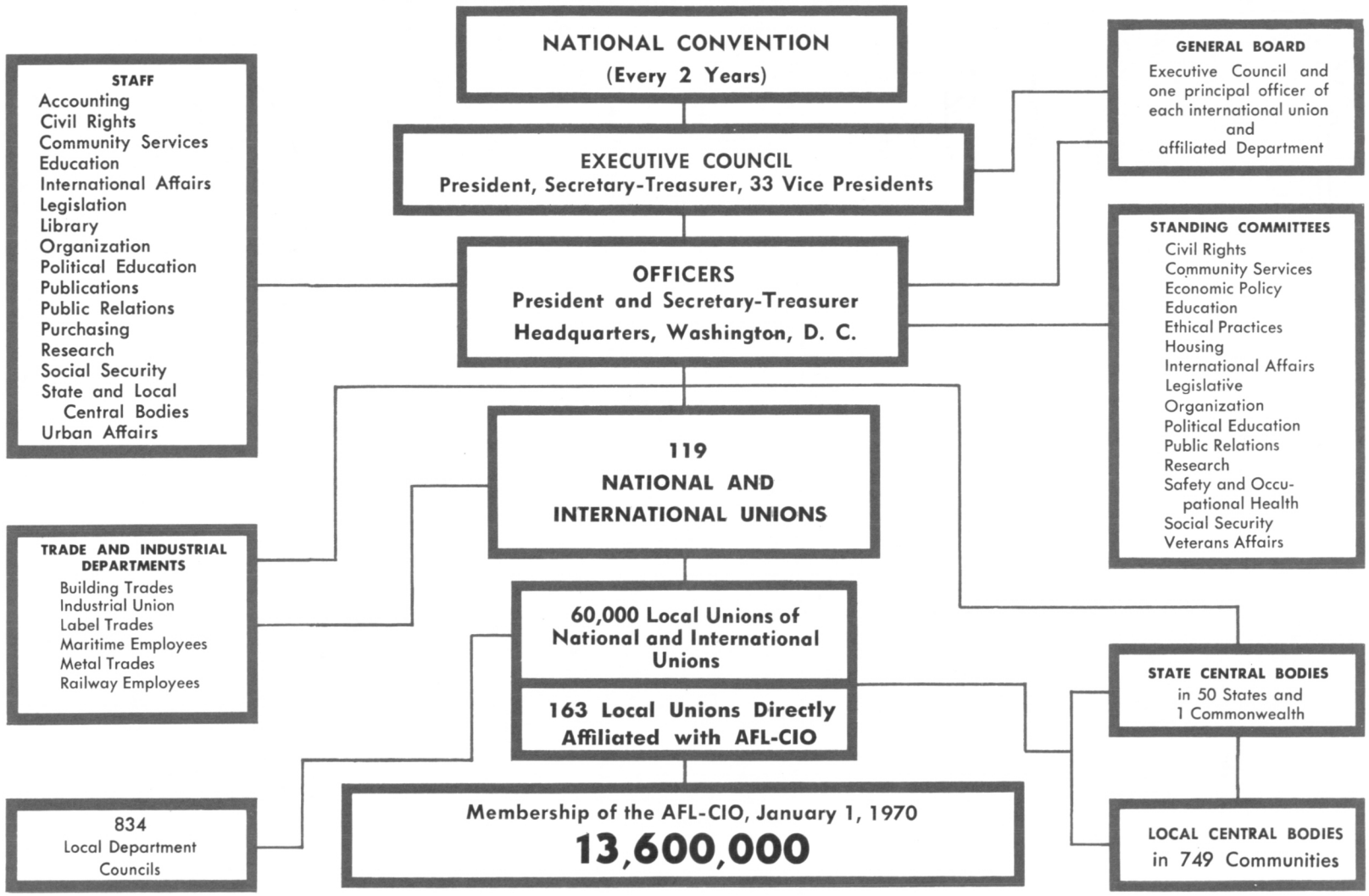
quite consistent with the related hypothesis discussed earlier that (at least in manufacturing) *the greater the degree of concentration in an industry, the greater will be the union's ability to maintain a high degree of organizational strength and consequently the greater will be its rate of increase in wages.* Thus a high degree of concentration in the product market has a two-edged effect. On the one hand, it can provide the union with greater protection against the entry of non-union competitors, and thus help to maintain the union's jurisdictional strength in the industry. Yet at the same time, it is also associated with fewer firms of larger size and greater financial reserves which are able more effectively to resist union pressures. But where the union is able to maintain complete jurisdictional control *despite* the competitive product market, because of spatial types of entry limitations—as in trucking, maritime, construction, or mining—its bargaining position would be made even stronger by the weaker "resistance power" of the competitive employers. This would suggest that, other things equal, this latter group of industries would experience as great or greater wage increases over time than would the strongly unionized and more concentrated industries.[16]

Conclusion

The preceding discussion has attempted to provide an internally consistent explanation of the empirical results reported in the several studies noted at the beginning, including the positive correlation found in manufacturing between union strength and concentration and the negative coefficient associated with the interaction of unionism and concentration. It has also attempted to provide an underlying rationale for the observation—probably correct but as yet untested—that the unionism-concentration relationship is much less prevalent in the non-manufacturing sectors of the economy and for the further observation—also still to be tested—that, other things equal, wage increases in strongly unionized, highly competitive, non-manufacturing industries are at least as great as those in the strongly unionized, oligopolistic, manufacturing sectors.

[16]In this connection, it may be noted that the study referred to in n. 15 above indicates that over the entire postwar period from late 1945 to 1962, the rate of increase in *negotiated* wage *and major fringe benefits* was greater in over-the-road trucking, longshoring, and offshore maritime than in the automobile industry.

STRUCTURAL ORGANIZATION
of the
AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS



Structure of the AFL-CIO

Membership

The American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) is made up of 119 national and international unions, and a farm workers organizing committee, which in turn have more than 60,000 local unions.

The combined membership of all the unions affiliated with the AFL-CIO, as of Jan. 1, 1970, was 13,600,000 workers.

Affiliated Organizations

In addition to the national and international unions, the AFL-CIO has state and city central bodies and trade and industrial departments.

There are *state central bodies* in each of the 50 states and in Puerto Rico. The state bodies, composed of and supported by the different local unions in the particular state, function to advance the state-wide interests of labor and represent labor on state legislative matters.

Similarly, in each of 749 communities, the local unions of different national and international unions have *formed local central bodies*, through which they deal with civic and community problems and other local matters of mutual concern.

The *Trade and Industrial Departments* are separate organizations within the AFL-CIO which seek to promote the interests of specific groups of workers which are in different unions but have certain strong common interests.

Many of the national and international unions are affiliated with one or more of the six such departments: Building and Construction Trades, Industrial Union, Maritime Trades, Metal Trades, and Railway Employees. The sixth, the Union Label and Service Trades Department, seeks to promote consumer interest in union-made products and union services by urging the purchase of those products which bear the union label.

Policy Determination and Application

The basic policies of the AFL-CIO are set by its *convention*, which is its highest governing body. The convention meets every two years, although a special convention may be called at any time to consider a particular problem.

Each national and international union is entitled to send delegates to the convention, the number of delegates determined by the size of the union. Other affiliated organizations are entitled to be represented by one delegate each.

The governing body between conventions is the *Executive Council*, which is made up of the federation's President, Secretary-Treasurer, and 33 Vice-Presidents, all of whom are elected by majority vote of the convention.

The Executive Council carries out policies laid down by vote of the convention and deals with whatever issues and needs may arise between conventions. It meets at least three times a year.

The *executive officers* of the AFL-CIO are its *President*, George Meany, and *Secretary-Treasurer*, Lane Kirkland. They are responsible for supervising the affairs of the federation.

The President appoints a number of *standing committees* on particular subjects and directs the committees and staff departments in providing services to labor through organizing, legislative, international, public relations, educational, economic research and other activities.

A *General Board*, made up of the Executive Council members and a principal officer of each national and international union and each trade and industrial department, meets at the call of the President or the Executive Council to consider policy questions referred to it by the officers or the Executive Council.

American Federation of Labor and Congress of Industrial Organizations
George Meany, *President*
Lane Kirkland, *Secretary-Treasurer*
Washington, D. C. 20006

(Continued from Page 3)

department. Applications as provided for herein, shall remain in effect for a period not to exceed one (1) year from the date seniority was established in the new plant. Subsequently, in the event permanent openings develop in the plant or department in which he last held seniority, as the result of an increase in working force, employes who have made application pursuant to the above provision shall, in line with their seniority, be given consideration over new hires and employes recalled from permanent layoff provided they can do the work. (Employes shall be given a copy of applications filed pursuant to the above provisions.) Employes permanently laid off due to a reduction in force shall be recalled to such work as may be available.

CHEVROLET-DETROIT GEAR & AXLE
DIVISION OF GENERAL MOTORS CORPORATION
LOCAL WAGE AGREEMENT

The Local Wage Agreement entered into on the 16th day of February, 1968, between Chevrolet-Detroit Gear & Axle, Division of General Motors Corporation and Local 235, UAW, and the supplement thereto, is hereby reinstated on this the 30th day of October, 1970.

The base rates as of November 24, 1969 will be adjusted in accordance with the resolution of the National Agreement.

In witness whereof, the parties hereto have caused their ames to be subscribed by their duly authorized officers and representatives on this date.

Signed by:
Marshall E. Frost, Chairman; James H. Olli, James H. Redd, James R. Churley, Cass Jamkowski, Percy Moses and Fred Reed.

CHEVROLET-DETROIT GEAR & AXLE
DIVISION OF GENERAL MOTORS CORPORATION
LOCAL SHIFT PREFERENCE AGREEMENT

This Agreement entered into this 30th day of October, 1970, between the Local Management of the Chevrolet-Detroit Gear and Axle Division, General Motors Corporation, and Local 235, UAW. It is understood that this agreement must be approved by the Personnel Staff of Chevrolet-Central Office and the Corporation and the International Union, UAW. In the event of failure of approval by either party the matter will be referred back to the parties for further negotiation.

The following provisions are not to conflict in any way with the principle stated in Paragraph #75 of the National Agreement that any agreement pertaining to shift preference must have sufficient flexibility to give full protection to eficiency of operations under all circumstances and conditions.

2. Employes with a minimum of one year's seniority may make application in writing to their foreman on forms supplied by Management for transfer to another shift on the same job in the same plant or non-interchangeable occupational group on which they are working at the time of the application. By "same job" is meant any job classification on which employes involved are capable of doing and their seniority...

STATEMENT OF POLICY REGARDING SHIFT PREFERENCE

As a matter of policy, Management intends to continue the shift preference practices which have been followed since 1955—except that transfers made as a result of shift preference applications will be made within thirty (30) days of submission contingent on efficient operation of the department.

Such thirty (30) day periods shall exclude periods of temporary layoff under Section D of the Local Seniority Agreement as well as any period during which an applicant for shift preference has less seniority than the lowest seniority employes on the shift for which he has made application.

Shift preference applicants will be given a copy of their applications.

Signed by:
Marshall E. Frost, Chairman; James H. Olli, James H. Redd, James R. Churley, Cass Jamkowski, Percy Moses and Fred Reed.

PARAGRAPH 71 ADMINISTRATIVE RULES
GOVERNING EQUALIZATION OF OVERTIME HOURS

1. Hours will be credited in terms of total pay hours involved. (One hour at time and one-half equals one and one-half credit hours; one hour at double time equals two credit hours.)

2. When an employe works in his own organization group, or any other group except where he is being given make-up work under Paragraph 49, or when he is notified and declines an offer of work in an equaliation group other than his own he will be credited with the hours he works.

(a) When an employe is called to work overtime after he has left the plant, such hours will be charged only if he works.

(b) Employes who are unable to work overtime hours because of required attendance at training drills or summer camps or cruises will not be charged with such hours.

3. Equaliation of hours charts shall be kept on a continuous basis. At the beginning of each calendar year, the employe lowest in hours will be given zero hours on the chart and the chart hours of the rest of the group will be adjusted accordingly.

Example: 150 hours- 0 hours
250 hours-100 hours
450 hours-300 hours

(a) Equalization of hours charts for the preceding period will be retained for a period of forty-five (45) days following posting of new charts and will be made available upon request.

4. Extra hours will be shared by Occupational Groups on Production, Inspection, Material and Janitor. Employes in Group #20 of the Productive Division of the Local Seniority Agreement who are assigned to the operation of the Automatic Brake Shoe Bonding Ovens will be considered as a separate group for the purposes of sharing extra and overtime hours.

5. Employes in "Q" Inspection Utility group will be considered as within the group offered overtime assignments on miscellaneous jobs.

6. Extra and overtime hours in the Master Mechanics Divi...

Local Demands

(Continued from Page 3)

approved frames without cost to the employe. Under present conditions Management will continue its policy of replacing prescription safety glasses where necessary without cost to employes in those instances where the damage is attributable to the work perfomed and is not the fault of the employe.

15. UNION DEMAND

Management shall require the vending Company to install food, beverage, tobacco and change machines in all present locations and all lunch rooms and these facilities to be maintained, serviced and kept in a clean and sanitary condition at all times for the duration of this Agreement.

MANAGEMENT'S ANSWER

Management will make the following requests to the vending company:

1. Install a cigarette machine on the Plant #7 floor.

2. Install a cigarette machine adjacent to the existing vending bank in the Maintenance and Master Mechanics area of Plant #4.

3. Install a cold food machine in the Plant #1 lunchroom.

4. Relocate the main vending bank from the Plant #7 floor to the Plant #7 lunchroom. A coffee, cold drink, and candy machine will remain at the present location.

5. In addition to the above Management will request the catering company to install a change machine on the Plant #7 floor and a cold food machine in the Heat Treat on a trial basis...

sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions.

2. Employes with a minimum of one year's seniority may make application in writing to their Foreman on forms supplied by Management for transfer to another shift on the same job in the same plant or non-interchangeable occupational group on which they are working at the time of the application. By "same job" is meant any job classification on which employes involved are capable of doing and their seniority permits.

3. Shift changes will be made as soon as possible after termination of the agreed upon period in line with the seniority of applicants for change. In any event, such change will be made within ten (10) working days.

4. Employes transferred according to the terms of this agreement from one shift to another will be assigned to work in the same classification within the plant in which they were working providing they are capable of doing the job and their seniority permits.

5. Employes transferred in accordance with the terms of this agreement, shall establish seniority immediately on the shift to which they are transferred.

6. Employes transferred in accordance with the terms of this agreement cannot make application for another transfer to the shift from which they were transferred for a period of six (6) months.

7. The above procedure shall apply to Production, Material, Inspection and Janitor Departments, each plant to be considered separately.

8. Employes in the Master Mechanics Division, Maintenance Division and those in the classifications listed under the General Divisions of the Local Seniority Agreement, shall be considered the same as above with the exception that all transfers shall be made by classification unit-wide. Employes-In-Training—Seniority and Journeymen within the same skilled trades classification shall be considered as being in the same group for the purpose of determining shift preference moves. Employes-In-Training shall be considered in a separate group.

9. Employes working in skilled classifications in the Master Mechanics and Maintenance Divisions will be required to work on any shift it may be necessary to assign them during model changes, re-tooling, or reconversion periods.

This Agreement is subject to written notice of ratification by the Local Union to be given to the Local Management not later than _____ day of _____, 1970. After such notice of ratifacation is received from the Local Union by Management, this Agreement will be effective as provided for herein upon approval of the General Motors Corporation and the International Union, UAW.

If either party desires to cancel, modify or change this Agreement, it shall be at least sixty (60) days prior to the date when it proposes such cancellation, modification or change become effective, give notice in writing of the proposed cancellation, modification or change to the other party. Within ten (10) working days after receipt of notice to modify or change this Agreement, a conference will be arranged to negotiate the proposal.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authoried officers and representatives the day and year first above written.

who are assigned to Bonding Ovens will be considered as a separate group for the purposes of sharing extra and overtime hours.

5. Employes in "Q" Inspection Utility group will be considered as within the group offered overtime assignments on miscellaneous jobs.

6. Extra and overtime hours in the Master Mechanics Division, Maintenance Division, Garage Mechanics and Repairmen, Drivers-Licensed-Trucks and Passenger Cars and Crib Attendants will be shared by classification by shift, with the following exceptions:

Machine Repair will be divided into four (4) separate groups: (1) Regular Machine Repair, (2) Hydraulic Repair, (3) Bullard Overhaul, and (4) Gleason Overhaul.

Crib Attendants will be divided into three (3) separate groups: (1) General Stores Group, (2) Plant Crib Group and (3) Steel Room Group with the exception of the third shift, where, insofar as practicable, all Crib Attendants will share hours.

The Maintenance Leader Group will be divided into five groups: (1) Electrician, (2) Millwright, (3) Pipefitters, (4) Tinsmith, and (5) Building Repair General.

Master Mechanics Leaders will not be assigned overtime work solely for the purpose of performing work which is normally the fundamental responsibility of the group they lead.

7. Journeymen, and Apprentices, and Trainees entering skilled trades for the first time will be given top hours for their respective equaliation group.

8. Newly hired employes will be given the high hours of the group to which assigned. Seniority employes returning from permanent layoff will be given average hours of the group to which assigned. Average hours of a group will be determined by adding the high and low hours and dividing by two (2).

9. Employes transferred from one Occupational Group to another will be given average hours in the group to which transferred. However, if an employe is returned to the original Occupational Group within fifteen (15) days following such transfer, he will be given the same number of hours which he had prior to such transfer, plus any extra and/or overtime hours he otherwise would have been scheduled to work.

10. Employes granted sick leave of absence amounting to three continuous weeks or longer shall, upon their return to work, be given average hours of the group, except that if no extra or overtime hours were worked in the group during the period of leave, their hours will remain unchanged.

Employes granted sick leave of absence of less than three (3) continuous weeks will be given, upon return to work, the same hours he had prior to such sick leave plus any extra or overtime hours he otherwise would have been scheduled to work.

11. Extra and overtime hours will be charged to employes—
(1) When they are absent.
(2) When they are on vocation.
(3) When they are on approved leave of absence.
(4) When they refuse to work.

Providing their extra and overtime hour status would require that they be requested to work.

12. Employes who are required to work overtime will be given as much advance notice as is practicable so that they can make any personal arrangements that may be necessary.

(Continued on Page 5)

Management will request the catering company to install a change machine on the Plant #7 floor and a cold food machine in the Heat Treat on a trial basis. Any abuse of this equipment will result in its removal from the plant.

The continuation of the various facilities is dependent upon employe usage and on the condition that these facilities are not to be abused. It is understood that it may be necessary to rearrange these facilities in the event of a plant rearrangement.

16. UNION DEMAND

A deliberate act of insubordination must be involved before Shop Rule No. 15 and 16 can be charged. (Umpire decision G-128)

MANAGEMENT'S ANSWER

Management recognizes that the burden of proof in a disciplinary case involving Shop Rule #15 or #16 must be considered in light of the principle set forth in Umpire Decision G-128 which reads in part:

"The punishable element under each (Shop Rule 15 and Shop Rule 16) is intentional refusal to submit to the authority of Management, as distinct from honest mistakes or omissions in carrying out assignments."

17. UNION DEMAND

Management shall install efficient and adequate suction systems in the following designated areas and other areas as needed. With respect to this demand the following improvements will be instituted:

(a) Gluke house—plant 3.
(b) Bonding oven BT-9908—plant 3.
(c) Toccos Knuckle Job — plant 3. Group 7.
(d) LaSalle in line job — plant 3.
(e) Carrier Job — plant 2. All transfermatics.
(f) Gleason Revocycles —

(Continued on Page 5)

(Continued from page 4)

STATEMENT OF POLICY

It is the purpose of Paragraph 71 of the National Agreement to equalize overtime work among the employes engaged in similar work as far as practicable, therefore, it is desirable that overtime assignments within an equalization group should be given to those employes of the group who are among those lowest in hours.

The parties have previously agreed that, under normal conditions and circumstances, employes will be notified of Saturday work on Thursday, and Sunday work on Friday. That policy will continue. It was also recognized that emergencies and unforeseeable situation might, at times, restrict the extent to which such advance notice can be given; the parties agreed that if an employe is permitted to decline an offer of work under such conditions, the time that he could have worked will not be credited to him on his equalization record.

STATEMENT OF POLICY

It is Management's policy to transfer Apprentices by Classification between the first and second shifts. It is recognized that to effectively train an Apprentice, equal time should be spent on both the first and second shifts, during the length of his Apprenticeship. Therefore, the Apprentice should spend more than two (2) years on a particular shift. Appropriate with Related Training semester schedules. Adjustment to the above will be made on an individual basis.

Relative to Paragraph 71 Equalization, under present operating circumstances, Apprentices in Master Mechanics will be considered as falling within the same equalization group as Journeymen in their respective trade upon completion of their Apprentice School Training and assignment to the plant floor.

In the Maintenance Department Apprentices after completion of 4000 hours will be considered as falling within the same equalization groups as Journeymen in their respective trade.

Signed by:
Marshall E. Frost, Chairman; James H. Olli, James H. Redd, James R. Churley, Cass Jamkowski, Percy Moses and Fred Reed.

Local Demands

(Continued from Page 4)

plant 1—group 14.

(g) Templeturn bullards — plant 1—group 14.

(h) Tube job — plant 2.

(i) Welders — Plant 2 — Bays D-8, D-9, D-10.

(j) Bullards — Plant 2.

~~(l) Toilet — Central Receiving Plant 4.~~

fermatics for the purpose of ject equipment.

Bullards — Plant #2 — As discussed during the 1967 Negotiations, a localized exhaust system with hoods was installed on the "rough" drum Bulbetter control of mist and spray. In the event that the above adjustment does not improve the situation, Management will design and install an exhaust system on the sub-

Management will designate an area at the end of the Plant #6 truck front suspension assembly line for the purpose of weld repairs. This area will have a booth with an exhaust system.

Management will install power driven exhaust on the Bonderite washer hood located in Plant #4.

Battery Racks — All Plants.

Management has instituted a new charging procedure which will improve the situation cited during discussion of this item.

Management will rework the exhaust hood on the cross member welding booth in Plant #6, Bay B-12.

Management will install an exhaust system on the welding booth located in Bay B-10 of Plant #6.

Management will reinstall the exhaust blower on the duct work contiguous to BT-30431 LaSalle located in Plant #3.

In the event the above improvements to those areas where improvements are indicated do not improve the situation, necessary corrective action will be taken.

18. UNION DEMAND

Management will make monthly checks and clean all suction systems for prevention of dust accumulations.

MANAGEMENT'S ANSWER

Management will continue its program of periodically checking exhaust systems and cleaning when conditions warrant. Individual complaints that exhaust systems need cleaning should be directed to the foreman who will investigate and initiate corrective action where needed.

~~19. UNION DEMAND~~

~~Management shall keep the~~ suction system hoppers on the

represented by the addition of air make-up units which has increased the capacity from a 1967 level of 475,000 cfm to a present level of nearly 700,000 cfm. Additions to the air make-up capacity in the near future in Plant #6 will increase the capacity to over 920,000 cfm. Management will consider complants by the Union and will give consideration to areas found to be in greatest need of improvement. In line with the principles stated above, the disposition of the areas noted below is as follows:

Lubrite Washer-Plant #1—Management will extend the present fire wall and improve the present air supply unit by the extension of the duct work.

Quench Presses-Plant #1—Management will design and install an exhaust system for the passenger and truck ring gear quench presses and the passenger pinion quench presses.

Group #12-Plant #1—With the objective of improving air movement, Management will repair and maintain the heater in the subject area.

Bay C-17 and C-19-Plant #1—The installation of an exhaust system on the Gleason Revocycles will improve the area which was cited during the discussion of this item.

Steam Tunnel Opening Adjacent to the 'Queen Mary"-Plant #2—Management will design and install a baffle at the opening to the tunnel for the purpose of diverting the steam and heat from the tunnel.

~~Bays C-6 through C-12 Carrier Job-Plant #2—Management will make adjustments of~~

Air circulating devices will be installed as necessary, in the court of Plant #2-4 contiguous to the Cross Assemblematic for use during summer months.

In the event the above improvements to those areas where improvements are indicated do not improve the situation, necessary corrective action will be taken.

21. UNION DEMAND

Management shall provide a suitable Office in each plant equipped with sizeable desks, chairs, cabinets, telephone, electric clock and other necessary office supplies. Further this Office to be fully enclosed, sound proofed with proper lighting, ventilation and to be maintained at all times.

MANAGEMENT'S ANSWER

Management, in accordance with its answer to 1967 Local Demand #94, established a suitable office in each plant for discussion between an employe and his committeeman pursuant to Paragraph 76 of the National Agreement. Management will improve the present offices by installing a ceiling, exhaust fan and light fixture. In addition, Management will relocate the offices used for Paragraph 76 discussions in Plants #1, #2 and #3. The usage of this room is not to be expanded beyond that established in 1967 local negotiations.

23. UNION DEMAND

The established Blood Bank at this Division to be continued as a Community Service for employes.

~~MANAGEMENT'S ANSWER~~

~~Management will establish a Blood Bank at the Chevrolet Detroit Gear and~~

(h) Tube job — plant 2.
(i) Welders — Plant 2 — Bays D-8, D-9, D-10.
(j) Bullards — Plant 2.
(l) Toilet — Central Receiving—Plant 4.
(m) Agnew Welders —Plant 6.
(n) National Welders—Plant 6.
(o) General Welders —Plant 6.
(p) Bullards BT-11130, BT-11132 — Plant 7-2 Group 9.
(q) All welding booths in all plants.
(r) Bonderite washer— Plant 4, Bays A-9-10-11-12.
(s) Battery racks in all plants.
(t) Transfermatics — Knuckle job—Plant 3.
(u) Rubber wheel — Wheel shaft cut off—Plant 2.

MANAGEMENT'S ANSWER

Ventilation and exhaust is the subject of a continuing Management program. In line with this program, many improvements to exhaust systems have been effected. Management has and will continue to consider complaints by the Union relative to exhaust system improvement and will give consideration to the areas found to be in greatest need of exhaust improvement. In line with the principles stated above, the disposition of the areas noted below is as follows:

Gleason Revacycles — Group #14 Plant #1 — Management will design and install an exhaust system on the subject machines.

Templeturn Bullards—Group #14, Plant #1 — With the planned improvements in this area, relative to providing exhaust for the Gleason Revacycles, no exhaust system installation is planned for the subject machines.

Carrier Job Transfermatics Plant #2 — Management will make adjustments of the air blow offs on the carrier transfermatics for the purpose of better control of mist and spray. In the event that the above adjustment does not improve the situation, Management will design and install an exhaust system on the subject equipment.

Bullards. This system has proven to be adeqquate. An air make-up unit is located directly above the area of the "finish" drum Bullards.

Bonding Oven — BT 9908 Plant #3 — Management will equip the present air supply ducts with louvers for better control of air flow.

Gluke House — Plant #3— Management will increase the capacity of the exhaust system and will alter, as required the present duct work.

BT 13863 Welder — Plant #4—Management will equip the subject welder with exhaust duct.

Drum Grinding Job —Plant #4—BT 12815 and BT 2648 Brake Shoe Grinders are equipped with exhaust ducts. Management will alter the present air supply ducts to provide air supply for BT 12815 and BT 2648 Brake Shoe Grinders.

Central Receiving Toilet Facility — Plant #4—The subject toilet facility is equipped with an exhaust system.

Agnew Welders — Plant #6 —Management will make alterations to the exhaust ducts and hoods on the Agnew Welders in the lower control arm job.

National Welders — Plant #6—Management will make alterations to the exhaust ducts and hoods on BT 30562 National Welder.

General Welder — Plant #6 —Management will make alterations to the hood on the exhaust drop on BT 15474 Welder.

Bullards BT 11130, BT 11132, Plant #7-2, Group #9 — BT 11132 Bullard is equipped with an exhaust system. BT 11130 Bullard will be similarly equipped.

Bays C-5 through C-12 Carrier Job-Plant #2—Management will make adjustments of the air blow offs on the carrier transfermatics for the purpose of better control of mist and spray. In the event that the above adjustment does not improve the situation, Management will design and install an exhaust system on the subject equipment.

Brake Assembly Line- Plant #4—Management will improve ventilation along the north end of the subject assembly line by installation of air supply drops on the present adjacent air make-up unit.

"U" Testers-Plant #4—Management will alter the present duct work to provide an air supply for BT 9849 and BT 98-52 U-Testers. The present air ducts in the area of the U-Testers will be altered as required for better control of the air supply.

Brake Shoe Grinders-Plant #4—Management will alter the present air supply ducts to provide air supply for BT 12815 and BT 2648 Brake Shoe Grinders.

Lower Control Arm Job-Inspection Bench-Plt. #6—Management will provide exhaust for the inspection bench adjacent to the Lower Control Arm Welders.

Toilets-All Plants—The toilets are equipped with air supply and exhaust systems with the exception of those toilet facilities in Plants #1 and #6 which are scheduled for renovation. The toilet facility in Central Receiving is equipped with an exhaust system.

With the objejctive of improving air movement Management will repair and raintain the heaters in groups 8, 9, 10 and 11 of Plant #1.

Air circulating devices will be installed as necessary, in group #6 of Plant #7 for use during summer months.

man who will investigate and initiate corrective action where needed.

19. UNION DEMAND

Management shall keep the suction system hoppers on the Brake Shoe job in all plants cleaned out once a week during normal work schedule and twice a week when working overtime.

MANAGEMENT'S ANSWER

The subject dust collector will be cleaned as needed.

20. UNION DEMAND

Management shall install fans, blowers and/or air-make up units in the following areas to insure proper ventilation at all times:

(a) Lubricate washer plant 1 —Install fire wall, exhaust and ventilation.
(b) Toilets — All plants.
(c) Plant 2 Bay G-12 through G-5.
(d) Plant 2 Bay A-13.
(e) Plant 2 Bay G-9 (Court)
(f) U. Testers — Conveyor line plant 4.
(g) Grinders and Brake assecbler line — plant 4.
(h) U. Tester BT 9852 — 9849 — plant 4 B-7.
(i) Grinder BT 12815—plant 4 — B-7.
(j) Brake Assembly line — Plant 4—B-5, Group 3.
(k) L.C.A. Inspection Bench-plant 6.
(l) Plant 1—Bays C-17, C-19.
(m) Plant 1—Groups 8, 9, 10, 11 and 12.
(n) Aeat Treat—Bull pen.
(o) Plant 7-2 Group 6.
(p) Plant 7-1 Unitizing Department.
(q) The Union request that Management maintain at all times proper and sufficient ventilation in the Gluke house of plant #4 Bay a-8.

MANAGEMENT'S ANSWER

Ventilation is the subject of a continuing Management program. In line with this program many improvements have been effected. The improvements since the 1967 negotiations are

employes.

MANAGEMENT'S ANSWER

Management will establish a Blood Bank at the Chevrolet-Detroit Gear and Axle Division. The establishment of the Blood Bank is predicated on the condition that it be administered solely by Management.

24. UNION DEMAND

All courts be cleaned by Yard Labor. Explanation — "All courts, lawns, pits, sumps and washers etc.".

MANAGEMENT'S ANSWER

As a general rule, employes classified "Laborer — Yard — Maintenance", are assigned to clean the courts, lawns, washers, sumps, and such pits as may exceed three (3) feet in depth not including those beneath assembly lines.

25. UNION DEMAND

Management will have the Telephone Company install additional telephone booths in the following areas:

(a) All lunch rooms.
(b) Maintenance Master Mechanics Area — Plant 4.
(c) New addition—Plant 6.
(d) Machine Floor — All plants and all relief areas.

MANAGEMENT'S ANSWER

Management has provided an adequate number of telephones in each lunchroom. Recently, Management installed two (2) telephones in the Plant #8 lunchroom. In response to the Union's citations in this demand, Management will request the telephone company to install a telephone in the Plant #4 skilled trades area and the new addition to Plant #6. Moreover, one (1) of the telephones located in the Plant #3 West lobby wil be relocated to the lunchroom. The two (2) telephones on the machine floor in Plant #2 will be relocated to more favorable locations. It is understood that continuation of telephone service in any area is dependent upon plant management, employe abuse to the telephone and the amount of usage.

(Continued on Page 6)

Local Demands

(Continued from Page 5)

26. UNION DEMAND

In addition to the coveralls and aprons as negotiated in 1961, 1964 and 1967, which are presently furnished, Management shall furnish additional coveralls, aprons and/or work uniforms to the following:

COVERALLS

(For all of the following:)

Toolsetters
Material Handlers
Parts Loaders
Buhr Operators
Chippers and Janitors
Drill Special
Drivers PTD
Bore and Ream
Nut Runners
Automatic Screw Machine Operators group 14 plant 1.

WORK UNIFORMS

All Maintenance and Master Mechanics employes at their option.

APRONS

(For all of the following):

Relief "A", "B" employes,
Grinders,
Tocco Operators,
Bullard operators,
Punch Press operators,
Machine Welders,
Lathe operators,
Assembly workers,
Bench Inspectors,
Broach Operators,
Straighteners,
Lamb operators,
Spliner operators,
Bolt Press Operators,
Gear Maters,
Gear Lappers,
Mill Operators,
Automatic Chuckers

Relief "A"	Coveralls
Group #10 Case and Cover Job	
Toolsetter	Coveralls
Relief "A"	Coveralls
Case and Cover Lathes	Aprons
Drill and Spot Face	Aprons
Four Way	Aprons
Burr and Tear Down	Aprons
One and One-half and Two-ton Case and Cover	Aprons
Group #11 Carrier Job	
Toolsetters	Coveralls
Relief "A"	Coveralls
Carrier Bullards	Aprons
Carrier Drill	Aprons
Tap Bolt Holes	Aprons
Finish Cross Bore	Aprons
Rough Cross Bore	Aprons
Cross Bore Threader	Aprons
Group #12 Third Member Line	
Relief "B"	Aprons
Testers	Aprons
Repair Room	Aprons
Press Ring Gear on Case	Aprons
Assemble Pinions and Spider to Case	Aprons
Install and Run Down Ring Gear Bolts	Aprons
Apply Marking Compound to Ring Gear	Aprons
Group #14 Side Gear & Differential Pinion	
Toolsetter Conamatic	Coveralls
Toolsetter Bullard	Coveralls
Relief "A"	Coveralls
Pinion Automatic Operator	Aprons
Plant #2	
Group #1 Axle Line Job	
Assemble Axle Shaft Lock	Aprons
Transfer Axle to Paint Conveyor	Coveralls
Repair Room	Coveralls
Inspector Repair Room	Coveralls
"Q" Inspector	

Load Hub and Drum Assembly on Monorail	Aprons
Group #2 Hub and Drum Assembly	
Toolsetter	Coveralls
Relief "A"	Coveralls
Repair Lathe	Aprons
Grease Inner Bearings	Aprons
Group #3 Disc Job	
Toolsetter	Coveralls
Relief "A"	Coveralls
Drill Special Transfers	Coveralls
Group #5 A Car Knuckle	
Toolsetter	Coveralls
Magnaflux Knuckle	Aprons
Group #6 A Car Assembly Line	
Dust Shield Welder	Coveralls
Group #8 Knuckle Transfers	
Toolsetters	Coveralls
Transfer Operator	Coveralls
Group #10 Brake Job	
Relief "A"	Coveralls
Employes Handling Wet Adhesive ("Gook House")	Aprons
Group #11 Green Brake Shoe	
Toolsetter	Coveralls
Relief 'A"	Coveralls
Pierce Press Operator	Aprons
Rim Welder	Aprons
Group #12 Steering Arm, ¾ & 1 Ton Hub	
Toolsetter	Coveralls
Relief "A"	Coveralls
Steering Arm Drills	Aprons
Plant #4	
Group #1 Bonded Brake Job	
Relief "A"	Coveralls
Employes Handling Wet Adhesive ("Gook House")	Aprons
Rim Welder	Aprons
Shave Press	Aprons
Coin Press	Aprons
Group #2 Flange Plate Assembly	

Lead Cross Members and Bottom Plate on Monorail	Coveralls
Load Cross Member — McKinnon	Coveralls
Group #3 Upper and Lower Control Arm	
Toolsetter	Coveralls
Relief "A"	Coveralls
Kingsbury Operator	Aprons
Nut Runners	Aprons
Group #4 Cross Shaft Job	
Toolsetter	Coveralls
Group #5 Disc Job	
Toolsetter	Coveralls
Load Transfer Machine	Coveralls
Group #6 Knuckle Job	
Toolsetter	Coveralls
Relief "A"	Coveralls
Load Transfer Machine	Coveralls
Magnaflux Ksuckles	Aprons
Plant #7	
Group #1 Axle Line	
Axle Hook-up	Coveralls
"Q" Inspector Axle Dock	Coveralls
Run Down Carrier Bolts	Aprons
Assemble One Speed and Two Speed Drum to Housing	Aprons
Relief 'B"—Drum and Carrier Bolts	Aprons
Repair Room	Coveralls
Group #2 Corvette Disc Job	
Toolsetter	Coveralls
Relief "A"	Coveralls
Group #6 Pinion Flange Job	
Toolsetter	Coveralls
Relief "A"	Coveralls
Group #7 Hub and Drum Assembly	
Toolsetter	Coveralls
Relief "A"	Coveralls
Bearing Press and Grease	Aprons
Seal Press	Aprons
Inspector	Aprons

Plant #2—Sort & Dump Stock	Coverals
Hanging Drums	Aprons
Plant #3—Unload Loose Parts-Box Cars	Coveralls
Hanging Drum on Monorial	Apron
Load Assemblies on Dock	Apron
Plant #4—Parts Loader Shipping Room and Receiving	Coveralls
Plant #6—Unload Loose Parts-Box Cars	Coveralls
Load McKinnon Cross Members	Coveralls
Plant #7—Load Painted Service Parts	Coveralls
Stacking & Banding Housings-Yard	Coveralls
Unload Loose Drum Cars	Coveralls

In addition to the foregoing, protective clothing will be provided in accordance with Paragraph #1 above as follows:

Hand Welders-Production	All Coveralls
Relief "B" Who Do Axle Repair	All Coveralls
Diesetter	All Coveralls
Heat Treat Employes	All Coveralls
Employes Who Hand Paint Service Parts	All Coveralls
Axle Loaders	All Coveralls
Chippers Who Regularly Handle Winch Cable for Moving Scrap Gondolas	All Coveralls

Rubber aprons will be provided to employes classified Dri'l Special, Lathe, or Bullard where water coolant is used.

Master Mechanics

Cutter Grinder "B"	All Aprons
Machine Repair	All Coveralls

Spliner operators,
Bolt Press Operators,
Gear Maters,
Gear Lappers,
Mill Operators,
Automatic Chuckers,
Gleason Operators,
Automatic Drill Operators — plant 2,
Spot Face Operators,
Burnish Housing Operators.

MANAGEMENT'S ANSWER

Protective clothing is provided by Management as a matter of policy in those instances where the nature of the specific assignment is such as to cause uncommon damage to the employe's personal clothing. Pursuant to this policy, protective clothing will be provided as indicated on the jobs listed below. It is understood that if the condition which prompted the issuance of protective clothing is eliminated at some future time, Management will discontinue providing such clothing.

Plant #1	**Type**
Group #1 Ring Gear Primary	
Toolsetter	Coveralls
Relief "A"	Coveralls
Group #2 Stem Pinion Primary	
Toolsetter	Coveralls
Stem Pinion Lathe Operators	Aprons
Mill Operators	Aprons
Group #4 Ring Gear Finishers	
Jobsetter 606 and 607 Gleasons	Coveralls
Group #6 Passenger Hard Rolls	
Toolsetter	Coveralls
Relief "A"	Coveralls
Lapper Operator	Aprons
Mater Operator	Aprons
Group #8 Truck Hard Roll	
Toolsetter Cross Pin	Coveralls
Toolsetter Stellar	Coveralls
Toolsetter Lapper	Coveralls
Toolsetter I.D. Grinder	Coveralls
Relief "A" Lapper	Coveralls
Lapper Operator	Aprons
Mater Operator	Aprons
Group #9 Axle Shaft Job	
Toolsetter	Coveralls
Transfer Axle to Paint Conveyor	Coveralls
Repair Room	Coveralls
Inspector Repair Room	Coveralls
"Q" Inspector Axle Dock	Coveralls
Group #2 Tube and Carrier	
Toolsetter	Coveralls
Relief "A"	Coveralls
Group #3 Tube Job	
Toolsetter	Coveralls
Relief "A" LaSalle	Coveralls
LaSalle Trunnion Operator	Aprons
Inspector—LaSalle	Aprons
Swage Tube	Aprons
LaSalle In-Line Operators	Aprons
Chipper on LaSalle	Coveralls
Group #4 Axle Shaft Job	
Toolsetter	Coveralls
Relief "A"	Coveralls
Lamb Operators	Aprons
Spline Rollers	Aprons
Tocco Operators	Aprons
Group #5 Drum Job	
Toolsetter	Coveralls
Relief "A"	Coveralls
Group #6 Carrier Job	
Toolsetter	Coveralls
Relief "A"	Coveralls
Burr Carrier	Aprons
Group #7 Third Member Line	
Repair Room	Coveralls
"Q" Utility Tester Special	Coveralls
Install Side Gears in Case	Aprons
Install Differential Pinion in Case	Aprons
Install Cross Pin in Case	Aprons
Install Cross Pin Lock Screw	Aprons
Relief "B"—Sub Line	Aprons
Load Carriers on Pallets	Aprons
Axle Rebuild	Coveralls
Group #8 C. V. Pinion Flange	
Toolsetter	Coveralls
Relief "A"	Coveralls
Plant #3	
Group #1 Hub Job & Drum Job	
Toolsetter Drum Job	Coveralls
Relief "A" Drum Job	Coveralls
Toolsetter Hub Job	**Coveralls**
Rim Welder	Aprons
Shave Press	Aprons
Coin Press	Aprons
Group #2 Flange Plate Assembly	
Dust Shield Welder	Coveralls
Group #3 Bentz Screw Assembly	
Operator	Coveralls
Relief "A"	Coveralls
Group #4 Case Job	
Toolsettter	Coveralls
Repair Lathe	Aprons
Bullard Operators	Aprons
Olofsson Operators	Aprons
Group #5 15" Brake Shoe	
Relief "A"	Coveralls
Rim Welder	Aprons
Shave Press	Aprons
Brake Shoe Coin Press	Aprons
Hi Speed Press Operators Who Stack Their Stock	Aprons
Group #6 Brake Shoe Weld Assembly	
Toolsetter	Coveralls
Relief "A"	Coveralls
Broach	Aprons
RimWe lder	Aprons
Shave Press	Aprons
Brake Shoe Coin Press	Aprons
Weld Web Reinforcement 11", 12", 14" Brake Shoe	Aprons
Group #7 LCA and Cross Member	
Relief "A"	Coveralls
Ream LCA	Aprons
Unload Cross Member Press	Aprons
Extrude LCA	Aprons
Plant #6	
Group #1 Assembly Line	
Axle Hook-up	Coveralls
Assemble LCA to Cross Member	Aprons
"Q" Inspector — Axle Dock	Coveralls
Grease Bearing at Bench	Aprons
Group #2 Cross Member	
Toolsetter	Coveralls
Relief "A"	Coveralls
Load Swift Welders	Aprons
Bentz Riveter Frame Bracket	Aprons
Bentz Riveter — "Bathtub"	Aprons
Relief "A"	Coveralls
Bearing Press and Grease	Aprons
Seal Press	Aprons
Inspector	Aprons
One Speed and Two Speed Hub, Drum, and Boolt Press	Coveralls
Hub and Drum Lathes	Aprons
Group #8 Housing Job	
Toolsetter	Coveralls
Relief "A" Lamb	Coveralls
Lamb Operator	Coveralls
Spotfacer	Aprons
Housing Lathes	Aprons
Group #9 Drum Job	
Toolsetter	Coveralls
Relief "A"	Coveralls
Repair Lathe	Coveralls
Drum Bullards	Aprons
Drill	Aprons
Group #10 Hub Job	
Toolsetter	Coveralls
Relief "A"	Coveralls
Two Speed Hub Broach	Aprons
Plant #8	
Group #1 Carrier Job	
Toolsetter Bullard	Coveralls
Toolsetter Transfermatics	Coveralls
Relief "A" Bullard	Coveralls
Relief "A" Transfermatics	Coveralls
Burr and Blow Off Carrier	Coveralls
Group #2 Planet Support & Cover Job	
Toolsetter Two Speed Case and Cover	Coveralls
Planet Support Four Way	Aprons
Group #4 Trird Member Line	
Toolsetter Pinion Flange	Coveralls
Toolsetter One Speed Case & Cover	Coveralls
Ring Gear Press	Coveralls
Assembly Case Cover & Planet Support	Coverals
Assemble Spider, Case & Cover (One Speed)	Coveralls
Testers	Aprons
Material Handler	
Plant #1—Sort & Dump Stock-Yard	Coveralls
Master Mechanics	
Cutter Grinder "B"	All Aprons
Machine Repair	All Coveralls
Welder-Tool & Die	All Coveralls
Diemaker Employes who spend substantial amount of time working on the Production Floor	All Coveralls
Oiler Machinery and Equipment	All Coveralls
Maintenance	
Millwrights	All Coveralls
Laborers-Yard Maintenance	All Coveralls
Pipefitter	All Coveralls
Sheet Metal	All Coveralls
Bricklayer	All Coveralls
Blacksmith	All Coveralls
Electrician	All Coveralls
Painters and Glazier	All Coveralls
Carpenter	All Coveralls
Building Trades General	All Coveralls
Welder-Maintenance	Al Coveralls

Employes classified Toolmaker or Diemaker who do not spend a substantial amount of time working on the production floor will be issued aprons upon request. In addition, employes authorized to wear coveralls may request aprons in lieu thereof. It is understood, however, that when this option is exercised it may not be changed for a period of six (6) months. The parties agree that coverall with long sleeves would constitute a safety hazard for certain employes. Short sleeved or sleeveless coveralls will be utilized in such instances. Aprons issued pursuant to this demand may be rubber or fabric depending on the conditions which prompted their issuance. Under normal conditions one change of protective clothing per week should suffice the majority of employes covered by this policy. However, it is understood that there will be instances where more

(Continued on Page 7)

Local Demands

(Continued from Page 6)

than one change due to excessive soiling that may occur. Each such instance will be evaluated on its individual merit. In additon to the above, requests by employes who are assigned to exessively dirty jobs will be considered on their individual merit and suitable protective clothing will be issued where warranted in the opinion of the supervisor.

27. UNION DEMAND

Management will relay calls placed by District Committeeman to Shop Committeemen to Shop Committeemen without delay.

MANAGEMENT'S ANSWER

Calls are placed for Shop Committeemen without undue delay.

28. UNION DEMAND

Trucks and/or vehicles from which excessive exhaust fumes create a health hazard must be removed from the plant.

MANAGEMENT'S ANSWER

Complaints relative to the subject of this demand will be investigated by Management and, where such appraisal establishes the necessity, steps will be taken to effect correction.

29. UNION DEMAND

Management will install wash bowls or "bird baths" adjacent to all assembly lines in all plants in convenient areas for employes assigned to such assembly line. (CPlt. 6 and 8).

MANAGEMENT'S ANSWER

Management is currently installing a Bradley wash basin in Plant #6, and will install a Bradley wash basin in Plant #8.

ance and machine repair departments.

MANAGEMENT'S ANSWER

Under present operating conditions, Management will provide the same type of soap to those employes assigned to the assembly line operations as is provided presently to the employes within Maintenance and Master Mechanic Departments.

34. UNION DEMAND

Management will promptly correct all unsanitary conditions in all plants such as urinals, toilet bowls, wash bowls and other conditions when needed.

MANAGEMENT'S ANSWER

Management will promptly make every effort to keep the facilities, which are the subject of this demand, in a sanitary condition. It is emphasized however, that employe cooperation is vital to an effective program of maintaining toilets.

35. UNION DEMAND

Management will post Apprentice and E.I.T. openings on all Union Bulletin Boards.

MANAGEMENT'S ANSWER

The notices required by Paragraph No. 131 and Paragraph No. 152 of the National Agreement will be displayed in the plant lunch rooms.

36. UNION DEMAND

Management shall promptly correct all unsafe and unhealthy conditions such as oily floors, slippery floors, malfunctioning machinery, misplaced material, severe conditions of fumes and smoke, water and oil squirting out of machines and over the operators.

MANAGEMENT'S ANSWER

The prompt correction of conditions which are the subject of this demand, in a sanitary condition. It is emphasized however, that employe cooperation is vital to an effective program of maintaining toilets.

41. UNION DEMAND

When an employe makes an application under Paragraph 53-A or B of the National Agreement and Local Seniority Agreement or any other applicable paragraph of the National Agreement and Local Seniority Agreement or any change of classification, the employe will be given a duplicate copy of subject application, dated and signed by the Representative of Management who accepts such application.

MANAGEMENT'S ANSWER

Employes who make proper application for transfer pursuant to the terms of the National Agreement or any written local agreement will be provided with a copy of such application.

42. UNION DEMAND

No material, skips or axles will be stored in the immediate area of the time clocks or left in the aisle—way across the yellow line marking.

MANAGEMENT'S ANSWER

In reply to the Union's demand, it is Management's current policy that, under normal operating conditions material, trucks, skips, racks, crates, boxes, ladders, or other equipment should not block aisles, exits, fire extinguishers, alarm boxes, power panels, stretchers or time clocks. Management will advise Material Department supervision of this policy.

43. UNION DEMAND

When the weather conditions are too hot employes will be permitted to go home if they so request.

MANAGEMENT'S ANSWER

Management will continue to evaluate individual requests of the nature noted and be guided in its decision by the outcome of such appraisal.

49. UNION DEMAND

All recorded absences from the previous year (January 1 through December 31) will not be used for the purpose of disciplining employes for absences without reasonable cause.

MANAGEMENT'S ANSWER

As stated in Umpire Decision F-4, "A penalty for absence without reasonable cause, . . . , is justified only where the immediate absence is inexcusable." Therefore, any employe who establishes that his immediate absence was prompted by reasonable cause, will not be disciplined for violation of Shop Rule #8.

50. UNION DEMAND

Employes may substantiate their absence for reasonable cause by statement signed by members of their families, neighbors or friend in attendance while ill or necessary emergencies as well as statements from Doctor's Office.

MANAGEMENT'S ANSWER

Management is aware of the principle expressed in Umpire Decision G-56 which reads in part:

"Absence or tardiness without more does not warrant a penalty. **It must be absence or tardiness without reasonable cause.** That means that discipline should not be decided upon until reasonable cause is found not to exist. Supervision did not do that. It **assumed** that Grievant did not have a reasonable excuse. In so doing it erred, and such error is not wholly cured because it was subsequently established that she did not have such an excuse."

The evidence which the employe must provide to establish that his absence was for

MANAGEMENT'S ANSWER

Management provides hand protection as a matter of policy on certain jobs for prevention of injury. Under this policy, the following jobs from the Union's citations in its demand qualify for hand protection. It is understood that if the conditions which prompted initial issuance of hand protection are eliminated, hand protection will no longer be provided.

Plant #1

Group #10—Case and Cover Job
- Case and Cover Four Way
- Case and Cover Burr Bench
- Assemble Case Cover for Machining

Group #11—Carrier Job
- Bullards
- Drill
- Cap Bolt Hole Tap
- Machine Cross Bore
- Threader

Group #12 — Third Member Line
- Install Pinion Assembly in Carrier
- Repair Room and Tear Down Inspectors
- Ring Gear Primary
- Stem Pinion Primary
- Axle Shaft Job
- Case and Cover Job
- Carrier Job

Plant #8

Group #1—Two Speed Case Job
- Two Speed Case Bullards

Group #2—Planet Support Job
- Two Speed Case Tocco
- Anchor Tocco
- Planet Support Bullards
- Planet Support Cover Bullards
- Two Speed Case Cover Bul-

MANAGEMENT'S ANSWER

Management is currently installing a Bradley wash basin in Plant #6, and will install a Bradley wash basin in Plant #8.

30. UNION DEMAND

Management will install dark blue skylights and windows in all plants to effect protection of employes from sun glare.

MANAGEMENT'S ANSWER

Management's current program provides for the installation of tinted glass in the skylights on a replacement basis. In addition specific areas of complaint will be checked and skylights painted or otherwise obstructed where necessary.

31. UNION DEMAND

Management will motorize all skylights and repair or replace window panes, frames and other equipment related to the efficient operation of such.

MANAGEMENT'S ANSWER

Complaints involving defective skylights should be directed to the attention of Supervision so that repairs can be scheduled. Emphasis will be placed on promptness of necessary repairs.

32. UNION DEMAND

Management shall install additional space heaters or blowers in all plants, all dock areas and promptly repair all heating equipment to eliminate cold conditions.

MANAGEMENT'S ANSWER

Management maintains a continuing program of improvement to, and maintenance of, heating systems. In accordance with this policy a new steam main is to be installed which will increase the overall heating capacity. In addition, Management will continue to place emphasis on the promptness of necessary repairs. The areas cited by the Union will be noted by Management.

33. UNION DEMAND

Management will supply all employes handling machine parts etc. with soap which is presently supplied to maintenance machines and over the operators.

MANAGEMENT'S ANSWER

The prompt correction of conditions which are the subject of this demand is an objective of Management. In order to facilitate the correction, complaints should be directed to supervision.

37. UNION DEMAND

Management will not require employes to work with cold stock or stock with snow on it. When this condition arises, Management will have stock steamed and cleaned before the operators are required to handle stock.

MANAGEMENT'S ANSWER

Management will maintain an effort to hold instances where employes are required to handle cold stock in the performance of their jobs to a minimum. Any problems which may arise may be taken up with the foreman who will correct the situation when reasonably possible.

38. UNION DEMAND

Employes will not be required to work unsafely by extending their arms or any part of their body across any moving conveyor or assembly line to do their job assignment or walk through a moving conveyor to operate his machine.

MANAGEMENT'S ANSWER

Complaints relative to the subject of his demand should be directed to the foreman who will arrange for necessary correction.

40. UNION DEMAND

Employes will not be required to work irregular lunch periods.

MANAGEMENT'S ANSWER

It is the desire of Management to maintain regularly scheduled lunch periods. However, in case of breakdown of equipment or emergency conditions, employes may be required to work during their regular lunch period.

MANAGEMENT'S ANSWER

Management will continue to evaluate individual requests of the nature noted and be guided in its decision by the outcome of such appraisal.

44. UNION DEMAND

Antiquated double doors be replaced by Roll-up doors.

MANAGEMENT'S ANSWER

Management has future plans for rearrangement of Central Receiving and the Plant #3 West dock. Management will repair and provide the necessary maintenance as required in an expeditious manner to keep the doors cited by the Union in an operable condition.

47. UNION DEMAND

Management shall renovate the lunch rooms in plant No. 6 and plant No. 1.

MANAGEMENT'S ANSWER

Management has plans for for the renovation of the Plant #1 lunchroom. Local Management presently intends, barring unforseen circumstances, to commence the renovation referred to above within three (3) months from the time full operations are resumed. The subject renovation should be completed, barring unforseen circumstances, eight (8) months thereafter. Further, Management will provide proper maintenance to the Plant #6 lunchroom.

48. UNION DEMAND

Employes removing their glasses and cleaning them, will not be subject to reprimands, penalties nor harassment by Management.

MANAGEMENT'S ANSWER

Employes are required to wear appropriate eye protection in the Plants. When safety glasses become dirty, employes are permitted to remove them for the purpose of cleaning. Discretion on the part of each employe regarding these principles should eliminate any misunderstandings which may arise. Employes who follow these principles will not be penalized for violation of Shop Rule #36.

she did not have such an excuse."

The evidence which the employe must provide to establish that his absence was for reasonable cause may vary with the circumstances of the situation.

51. UNION DEMAND

The improved coat storage facilities with practical hoods installed since 1964 Negotiations to include a safety pin for hats.

MANAGEMENT'S ANSWER

Granted.

52. UNION DEMAND

In addition to hand protection as negotiated in 1967, which are presently furnished, Management shall furnish additional hand protection as follows:

Plant No. 1—Group No. 10
Bullard Operators,
Lathe Operators,
Drill and Tap operators,
4-way Drill operators,
Burr-Bench operators,
Differential Assembly,
Employe that hammers pinions, carrier job, repair and tear down

Third member line BT-4615, 52971, 30141, 30142, 30204.

All Chippers - Janitors - All plants.
All inspectors.
Plant No. 8 Press Operators
Assembly Line,
Case and Cover Job,
Lathe Operators - Bay A-2, S. Shaft job,
Tocco Operators,
Anchor Plate Job A-6,
4-way Excello O-7,
Pot Job C-8,
Buhrmatic Excello operators,
Bullard Operators,

Plant 7-2
Group 6—Pinion flange job,
Group 5—Brake Assembly job.
Group 7—Hub and drum job,
Group 11—
Group 8—Housing job,
Group 9—Drum job.
Group 2—Brake job.
Anchor Tocco
Planet Support Bullards
Planet Support Cover Bullards
Two Speed Case Cover Bullards

Plant #8
Group #3 — Plant and Sun Gear Job
Shifter Shaft Tocco

Group #4—Third Member Line
Assemble Ring Gear to Case
Differential Case Bearing
Stock Ring Gears on Monorail
Anchor Run Out Machine
Load Carrier on Line
Load Differential Assembly in Carrier
Set Back Lash
One Speed Case Bullards
One Speed Cover Bullards

Plant #7
Group #5—Brake Job
Flange Plate Welders
Group #6—Pinion Flange Job
Bullards
Counter Bore
Burr Broach
Stake Press

Group #7 — Hub and Drum Assembly
Bolt Press
Drum Lathes
Bearing Press
Seal Press

Group #8—Full Float Housing
Straighteners
Cut-Off
Lathes
Spotfacers
Lamb Load and Unload
Burnish

Group #8—One and One-Half, Two Ton and Single Speed Housing
Weld Cover Pan
Cut-Off
Lathes
Spotfacers
Lamb Load and Unload

Group #9—Drum Job
Bullard
Drill Bolt Circle
Repair Lathe

(Continued on Page 14)

employment in such widely disparate fields as medical services, criminal justice, food products, transportation, power resources and banking, as well as a variety of other industries. The findings indicate that the U.S. "has painted itself into a technical manpower corner" as a result of massive changes in national priorities affecting large-scale aerospace-defense programs.

FINDINGS

The skills conversion project found that:

- A need exists, and a potential is good for utilization of significant numbers of available technical professionals in industry and government.
- Such utilization will occur slowly, if at all, unless programs are initiated to aggressively promote the transition.
- There is a definite need for a comprehensive national manpower planning policy. Industry, education and government cannot react effectively to large or rapid changes in manpower status.
- The skills conversion project has, through contracts and detailed discussions, created an awareness in many industries of the broad problem-solving skills available in the professional manpower pool.

Specific recommendations were made for aiding the movement of this manpower segment back into meaningful employment productivity. These recommendations, the study said, give the Manpower Administration an opportunity to create follow-up action programs for unemployed technical professionals and for effective utilization of these individuals by industry and public service employers.

Productivity Gain in 1971

Decline in man-hours, not growth in output causes productivity gain of 3.6 percent in 1971; labor share of income declines

A decline in man-hours sparked a 3.6 percent gain in productivity in 1971, according to a report by Bureau of Labor Statistics economist Shelby W. Herman. The gain was not attributable to growth in output as was the case in the five recovery periods between 1950 and 1962.

Output in the private sector of the economy rose a modest 2.9 percent last year compared with gains of 6.8 percent in 1962 and 7.0 percent in 1959. Man-hours declined 0.7 percent over the year compared with increases of 2.0 percent and 3.3 percent respectively in 1962 and 1959.

MANUFACTURING

The study noted that manufacturing output, which usually makes the strongest showing during a recovery period, in 1971 showed a slight drop as a result of the third-quarter decline in the steel industry and a rise of only 3.9 percent in spending for durable equipment as measured by the Federal Reserve Board's index of industrial production.

MAN-HOURS

In the case of man-hours, the author points out that the period of expansion after the upswing in 1962 was the longest in the last 25 years, and that while changes in employment often lag behind those in output, the experience in the late 1960's was different. In 1969, the hiring rate moved up despite a slowdown in output growth, while in 1970 the bulk of job reduction occurred in manufacturing while hiring in other sectors continued.

In 1971, consequently, producers were particularly cautious in their hiring policies, since staffs were already larger than warranted by output growth in 1970, and further growth in 1971 was not sufficient to encourage hopes of a boom. In manu-

facturing, employment fell 4.0 percent over the year, while increases slowed from 1.9 percent to 1.7 percent in services and from 3.6 percent to 2.5 percent in trade.

The annual rise in compensation per man-hour in the private economy came to 6.9 percent in 1971 as against 7.2 percent in 1970. As a result of this relative stability and the stepup in productivity, unit labor costs moved up only 3.2 percent after climbing more than 6.0 percent the year before. Prices as measured by the implicit price deflator were up 4.3 percent over the year after rising 4.9 percent in 1970, marking the first slowdown in the rate of price acceleration since 1962.

Labor costs accounted for 2.1 points of the 4.3 percent price rise last year, the lowest for any year since 1966, while other unit costs — depreciation, interest, and indirect business taxes — rose 6.2 percent in 1971. Profit margins rose more than 6 percent in contrast with a 9.4 percent decline in 1970. "The better profit picture, of course," the study reports, "represents the over-the-year improvement in demand and a lesser impact of labor costs on prices."

Over the past 20 years, annual increases of about 3 percent in "real" hourly compensation — hourly compensation adjusted for changes in the Consumer Price Index—came to about 3 percent a year, corresponding closely to gains in productivity. However, in 1971 "real" hourly compensation rose 2.6 percent as against a 3.6 percent gain in producitvity, while in 1970 a "real" gain of about 1 percent accompanied a 0.9 percent advance in productivity.

Q: economic meaning of word "productivity"

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Legal Services Amendment To the Taft-Hartley Act

House Special Labor Subcommittee continues hearings on what was originally thought to be a noncontroversial issue

A proposal to amend Section 302(c) of the Taft-Hartley Act to permit joint administration of legal service plans has turned out to be an unexpectedly controversial issue. Democrats on the House Special Labor Subcommittee, before hearings on the measure (80 LRR 34), had thought it could be passed on suspension of the rules in the House.

The bill provides that the ban on employer contributions to employee representatives shall not apply to "money or any other thing of value paid by any employer to a trust fund established by such representative for the purpose of defraying the costs of legal services."

Subcommittee Members John M. Ashbrook (R., Ohio) and Clifford D. Carlson (R., Ill.) indicated their hostility to the bill. Carlson remarked that the legal services would be used too much and abused if the employer had to pay for them, and that the union and the individual did not attach much importance to them if the individual had to pay.

Ashbrook wondered if the bill might encourage nonpayment of bills in the knowledge that a legal defense was available.

CONTRACTORS

Associated General Contractors Executive Vice President William E. Dunn said that the idea is "basically unsound" because there is no objective way to limit the use of legal aid funds. "It is safe to say that if once established, they will grow and grow just as all such fringe benefit programs have," he commented. Dunn concluded that the bill would add to the costs of construction that already are too high and "with no compensatory return in the way of increased productivity."

George Segal, president of the Sheet Metal and Air Conditioning Contractors' National Association,

to the American Arbitration Association, and (4) that "[t]he decision of the arbitrator shall be final and binding upon the parties." Although the collective bargaining agreement regulated hours and wages, including overtime, it was silent whether Avco could require that employees work overtime, as defined therein.

The Avco plant in Williamsport, Pennsylvania, at the times in question, employed approximately 900 employees in the manufacture of aircraft engines. An additional 1500 employees had been laid off because of adverse economic conditions in the aerospace industry. Despite the lay-offs, the nature of the products manufactured in Williamsport was such that in order to maintain proper production flow, overtime work was often required.

On April 2nd and 3rd, 1970, three employees refused requests to work overtime, and in due course, were disciplined by Avco. When internal grievance procedures failed to resolve the issue whether such discipline was proper, the matter was referred to arbitration. The arbitrator declined to sustain the discipline applied to these individual employees "in principal part, because the company has condoned such refusals in the past." The decision was reached "reluctantly" by the arbitrator because of the "possibility that the Union may be encouraged to adopt a hard attitude that will preclude a solution to the problem."

On February 21, 1971, the Union passed a resolution to the effect that the members would refuse overtime work until such time as the laid-off employees were rehired.[5] Avco was notified of the resolution, and when the employees refused to accept further overtime, Avco sought an injunction in the state courts. The cause was removed by the Union to the district court, which, after a hearing, denied the injunctive relief.

I. The first issue to be resolved is whether the district court erred in refusing to grant the injunction solely because the compulsory arbitration clause of the collective bargaining agreement was "employee-oriented". To decide this question, it is necessary to analyze Boys Markets and the cases leading up to it to determine whether such a criterion emerges from the reconciliation of federal labor policies.

Section 4 of the Norris-LaGuardia Act, 29 U.S.C. § 104 (1970), barred the federal courts from issuing anti-strike injunctions, and thereby established the federal policy of non-interference in such matters. That statute was a response to federal courts which used the mechanism of the anti-strike injunction to undermine union organizational and bargaining efforts.[6] However, an equally strong policy to encourage the settlement of labor disputes through enforcement of compulsory arbitration agreements evolved in the 1950's and coexisted with the anti-strike injunction prohibition.[7] In 1962, the Supreme Court undertook the resolution of the conflict created by these policies, but instead of reconciling them, the Court decided the question by adopting a literal reading of Section 4. Sinclair Refining Co. v. Atkinson, 370 U.S. 195, 50 LRRM 2420 (1962). The effect of Sinclair was to hold that the earlier enacted Section 4 of the Norris-LaGuardia Act constituted an exception to Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185 (1970), which vested jurisdiction in the district courts to entertain suits "for violation of contracts between an employer and a labor organization."

The Sinclair decision spawned a whole new set of conflicts between other policies. Prior to Sinclair, the Supreme Court had held that the purpose of Section 301 was to supplement the existing state jurisdictions over labor contract matters, and thus expand the number of available forums. Charles Dowd Box Co. v. Courtney, 368 U.S. 502, 49 LRRM 2619 (1962). The Court also announced a need for uniformity among state and federal courts with respect to the enforcement of labor contracts. Teamsters Local 174 v. Lucas Flour Co., 369 U.S. 95, 49 LRRM 2717 (1962). Thus, if the holding of Sinclair were limited to federal courts, uniformity would be destroyed, whereas if Sinclair were applied to state courts, state jurisdiction would be divested, contrary to the congressional intent behind Section 301.[8] The Supreme Court sidestepped this problem in Avco Corp.

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5 A companion resolution that would have imposed a fine on employees who accepted overtime work was not approved.

6 See The Supreme Court, 1969 Term, 84 Harv. L. Rev. 32, 200 (1970).

7 See Textile Workers Union of America v. Lincoln Mills, 353 U.S. 448, 40 LRRM 2113 (1957); United Steelworkers of America v. Enterprise Wheel & Car Corp., 363 U.S. 593, 46 LRRM 2423 (1960); United Steelworkers of America v. Warrior & Gulf Navigation Co., 363 U.S. 574, 46 LRRM 2416 (1960); United Steelworkers of America v. American Mfg. Co., 363 U.S. 564, 46 LRRM 2414 (1960). See generally, Isaacson, A Fresh Look at the Labor Injunction, Labor Law Developments 1971, 231, 234-235.

8 See The Supreme Court, 1969 Term, 84 Harv. L Rev. at 193.

employment in such widely disparate fields as medical services, criminal justice, food products, transportation, power resources and banking, as well as a variety of other industries. The findings indicate that the U.S. "has painted itself into a technical manpower corner" as a result of massive changes in national priorities affecting large-scale aerospace-defense programs.

FINDINGS

The skills conversion project found that:

- A need exists, and a potential is good for utilization of significant numbers of available technical professionals in industry and government.
- Such utilization will occur slowly, if at all, unless programs are initiated to aggressively promote the transition.
- There is a definite need for a comprehensive national manpower planning policy. Industry, education and government cannot react effectively to large or rapid changes in manpower status.
- The skills conversion project has, through contracts and detailed discussions, created an awareness in many industries of the broad problem-solving skills available in the professional manpower pool.

Specific recommendations were made for aiding the movement of this manpower segment back into meaningful employment productivity. These recommendations, the study said, give the Manpower Administration an opportunity to create follow-up action programs for unemployed technical professionals and for effective utilization of these individuals by industry and public service employers.

Productivity Gain in 1971

Decline in man-hours, not growth in output causes productivity gain of 3.6 percent in 1971; labor share of income declines

A decline in man-hours sparked a 3.6 percent gain in productivity in 1971, according to a report by Bureau of Labor Statistics economist Shelby W. Herman. The gain was not attributable to growth in output as was the case in the five recovery periods between 1950 and 1962.

Output in the private sector of the economy rose a modest 2.9 percent last year compared with gains of 6.8 percent in 1962 and 7.0 percent in 1959. Man-hours declined 0.7 percent over the year compared with increases of 2.0 percent and 3.3 percent respectively in 1962 and 1959.

MANUFACTURING

The study noted that manufacturing output, which usually makes the strongest showing during a recovery period, in 1971 showed a slight drop as a result of the third-quarter decline in the steel industry and a rise of only 3.9 percent in spending for durable equipment as measured by the Federal Reserve Board's index of industrial production.

MAN-HOURS

In the case of man-hours, the author points out that the period of expansion after the upswing in 1962 was the longest in the last 25 years, and that while changes in employment often lag behind those in output, the experience in the late 1960's was different. In 1969, the hiring rate moved up despite a slowdown in output growth, while in 1970 the bulk of job reduction occurred in manufacturing while hiring in other sectors continued.

In 1971, consequently, producers were particularly cautious in their hiring policies, since staffs were already larger than warranted by output growth in 1970, and further growth in 1971 was not sufficient to encourage hopes of a boom. In manu-

v. Aero Lodge, 735, 390 U.S. 557, 67 LRRM 2881 (1968), but that decision, holding that a state action to enjoin a strike in violation of a "no-strike" clause could be removed to the federal courts, effectively precluded state courts from enforcing such provisions.

[BOYS MARKETS]

Against this backdrop, the Supreme Court reconsidered Sinclair in Boys Markets. There, the Court, noting that Avco v. Aero Lodge ran counter to Section 301 and effected "a wholesale dislocation in the allocation of judicial business between the state and federal courts," 398 U.S. at 246-47, concluded that it could either extend Sinclair to the states or overrule it. Since Congress had not intended that the Norris-LaGuardia Act apply to the states, and because the holding of Sinclair as applied to the states would have "devastating implications" for the enforceability of collective bargaining agreements, 398 U.S. at 247, the Court chose to overrule Sinclair. Thus, it appears that the policy in favor of enforcing the settlement of labor disputes through compulsory arbitration emerged dominant. In explaining its deviation from the literal interpretation of the Norris LaGuardia Act, the Supreme Court stated:

"The Sinclair decision, however, seriously undermined the effectiveness of the arbitration technique as a method peacefully to resolve industrial disputes without resort to strikes, lockouts, and similar devices. Clearly employers will be wary of assuming obligations to arbitrate specifically enforceable against them when no similarly efficacious remedy is available to enforce the concomitant undertaking of the union to refrain from striking. On the other hand, the central purpose of the Norris-LaGuardia Act to foster the growth and viability of labor organizations is hardly retarded—if anything, this goal is advanced—by a remedial device that merely enforces the obligation that the union freely undertook under a specifically enforceable agreement to submit disputes to arbitration. We conclude, therefore, that the unavailability of equitable relief in the arbitration context presents a serious impediment to the congressional policy favoring the voluntary establishment of a mechanism for the peaceful resolution of labor disputes, that the core purpose of the Norris-LaGuardia Act is not sacrificed by the limited use of equitable remedies to further this important policy, and consequently that the Norris-LaGuardia Act does not bar the granting of injunctive relief in the circumstances of the instant case." 398 U.S. at 252-253 (footnote omitted).

The Supreme Court specifically narrowed its holding to the situation where there existed a "no-strike" clause and where the strike was sought to be enjoined because it was over a grievance which both parties were bound to arbitrate. Id. at 253-54.

Here, relying on Stroehmann Bros. Co. v. Local 427, 315 F.Supp. 647, 74 LRRM 2957 (M.D. Pa. 1970), the district court held that Avco and the Union "are not contractually bound to arbitrate the present dispute * * * since the procedure * * * was employee-oriented and since only the union had the right to institute action under the provisions of the agreement." 325 F.Supp. at 591. We believe that this interpretation of the limitations of Boys Markets is far too restrictive. All that Boys Markets requires is that "both parties are contractually bound to arbitrate." 398 U.S. at 254, quoting 370 U.S. at 228. It does not require that both parties be capable of initiating arbitration.

In this case, the company is bound to arbitrate if the Union elects to pursue that remedy and the Union is bound to arbitrate the disputes it desires to resolve rather than to resort to a strike. 398 U.S. at 248.[9] The "no-strike" clause is the quid pro quo which Avco obtained for agreeing to submit to compulsory arbitration, and the Union agreed to forbear from striking in order to require such arbitration. To allow the Union to abandon its remedy of arbitration in order to disregard the "no-strike clause would render the collective bargaining agreement illusory and would subvert the policy favoring the peaceful settlement of labor disputes by arbitration. To the extent Stroehmann Bros. holds otherwise, we disapprove of it.

The Union argues that granting the injunction in this case would be imporper because it would amount to a judicial rewriting of the collective-bargaining agreement. In support of this contention, the Union points to the second prayer of Avco's complaint, which reads:

"That your Honorable Court enter a decree, preliminary until hearing and perpetual thereafter, requiring Plaintiff to proceed with arbitration of the grievances which are set forth in the within

9 It is instructive that in limiting its holding Boys Markets, the Supreme Court adopted the language of the dissent in Sinclair. And we note that the arbitration provision at issue in Sinclair is surprisingly similar to the provision *sub judice* here. *Compare* 370 U.S. at 250-53 *with* 325 *F.Supp* 590-91, n. 1. In both cases, only the Union could initiate the arbitration procedure.

Complaint, which are subject to adjustment and arbitration under the labor contract."

Thus, the Union concludes, to grant the injunction would be to permit Avco the right to initiate the arbitration, a right Avco allegedly relinquished when it negotiated the contract. Such an interpretation reads too much into the prayer. The grant of an injunction encompassing this request would not order that arbitration occur, but only that the Union not strike and that Avco submit to arbitration according to the contract if and when the Union chooses to pursue that remedy.

[ARBITRABILITY OF DISPUTE]

II. The Union next urges that the denial of the injunction was proper because the underlying dispute was not subject to arbitration. It asserts that the contract is silent as to compulsory overtime, and that in any event, the prior arbitration established that employees need not accept such overtime if they so choose.

However, we note that:

"To ensure maximum utilization of the arbitral process, the Supreme Court in United Steelworkers v. Warrior & Gulf Navigation Co. [, 363 U.S. 574, 46 LRRM 2416 (1960),] held that, when a party sought to compel arbitration in a suit under section 301 of the Labor-Management Relations Act, courts should resolve questions of interpretation of the arbitration clause by applying a strong presumption in favor of arbitrability. By making the presumption difficult to rebut the Court ensured that in virtually every case in which one party sought arbitration the dispute would be settled by the arbitrator. The presumption in favor of arbitrability applies even to the interpretation of contract provisions going to the scope of arbitral authority * * *." Note, Labor Injunctions, Boys Markets, and the Presumption of Arbitrability, 85 HARV. L. REV. 636, 637 (1972). See United Steelworkers v. Warrior & Gulf Navigation Co., 363 U.S. 574, 584-85, 46 LRRM 2416 (1960), accord, e.g., Proctor & Gamble Indep. Union v. Proctor & Gamble Mfg. Co., 298 F.2d 644, 645-46, 49 LRRM 2555 (2d Cir. 1962).

In Warrior & Gulf, the Supreme Court stated:

"In the absence of any express provision excluding the particular grievance from arbitration, we think ony the most forceful evidence of a purpose to exclude the claim from arbitration can prevail particularly where * * * the arbitration clause [is] quite broad." 363 U.S. at 584-85.

There are strong reasons supporting the federal policy in favor of arbitration. First arbitrators are more competent than courts to interpret labor contracts and to resolve the problem of labor-management relations. United Steelworkers v. Enterprise Wheel & Car Corp., 363 U.S. 593, 46 LRRM 2423 (1960). Second, the process of arbitration contributes to the maintenance of labor peace. United Steelworkers v. American Mfg. Co., 363 U.S. 564, 568, 46 LRRM 2414 (1960). Third, ordering arbitration is essential in effectuating the parties' contractual intent to settle disputes through arbitration. Fourth, a suit for damages rather than an injunction ordering arbitration "might not repair the harm done by the strike, and might exacerbate labor-management strife." Note, Labor Injunctions, Boys Markets, and the Presumption of Arbitrability, 85 HARV. L. REV. at 638, citing, Boys Markets, Inc. v. Retail Clerks Local 770, 398 U.S. 235, 248, 74 LRRM 2257 (1970).

The prior arbitration here held the issue of compulsory overtime was properly subject to the arbitration provision, and this much of the arbitrator's decision might well constitute a form of res judicata precluding the Union from relitigating that narrow issue. See Local 616, IUE v. Byrd Plastics, Inc., 428 F.2d 23, 26, 74 LRRM 2250 (3d Cir. 1970). But res judicata would not bar arbitration of the underlying dispute here because the other issues disposed of in the first arbitration are not identical with those which would face the arbitrator if this matter were before him. First, the arbitrator would have to decide whether the action taken by Avco with respect to the employees who refused overtime in April, 1970, effectively terminated the condonation upon which the first decision relied.[9a] If not, the arbitrator would then have to decide whether the first decision framed in the context of individual action on the part of individual employees, applied to the concerted action of all employees. And in conjunction with that decision, the arbitrator would have to decide whether Avco had condoned in the past a concerted refusal to work overtime. Accordingly, the dispute was a proper sub-

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9a This assumes that management at one time had the prerogative under the contract to require overtime work and subsequently lost that right through condonation. As indicated previously, condonation, although a "principal part" of the arbitrator's first decision, was not the sole basis of the award.

facturing, employment fell 4.0 percent over the year, while increases slowed from 1.9 percent to 1.7 percent in services and from 3.6 percent to 2.5 percent in trade.

The annual rise in compensation per man-hour in the private economy came to 6.9 percent in 1971 as against 7.2 percent in 1970. As a result of this relative stability and the stepup in productivity, unit labor costs moved up only 3.2 percent after climbing more than 6.0 percent the year before. Prices as measured by the implicit price deflator were up 4.3 percent over the year after rising 4.9 percent in 1970, marking the first slowdown in the rate of price acceleration since 1962.

Labor costs accounted for 2.1 points of the 4.3 percent price rise last year, the lowest for any year since 1966, while other unit costs — depreciation, interest, and indirect business taxes — rose 6.2 percent in 1971. Profit margins rose more than 6 percent in contrast with a 9.4 percent decline in 1970. "The better profit picture, of course," the study reports, "represents the over-the-year improvement in demand and a lesser impact of labor costs on prices."

Over the past 20 years, annual increases of about 3 percent in "real" hourly compensation — hourly compensation adjusted for changes in the Consumer Price Index—came to about 3 percent a year, corresponding closely to gains in productivity. However, in 1971 "real" hourly compensation rose 2.6 percent as against a 3.6 percent gain in productivity, while in 1970 a "real" gain of about 1 percent accompanied a 0.9 percent advance in productivity.

Q: meaning of word economic "productivity"

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Legal Services Amendment To the Taft-Hartley Act

House Special Labor Subcommittee continues hearings on what was originally thought to be a noncontroversial issue

A proposal to amend Section 302(c) of the Taft-Hartley Act to permit joint administration of legal service plans has turned out to be an unexpectedly controversial issue. Democrats on the House Special Labor Subcommittee, before hearings on the measure (80 LRR 34), had thought it could be passed on suspension of the rules in the House.

The bill provides that the ban on employer contributions to employee representatives shall not apply to "money or any other thing of value paid by any employer to a trust fund established by such representative for the purpose of defraying the costs of legal services."

Subcommittee Members John M. Ashbrook (R., Ohio) and Clifford D. Carlson (R., Ill.) indicated their hostility to the bill. Carlson remarked that the legal services would be used too much and abused if the employer had to pay for them, and that the union and the individual did not attach much importance to them if the individual had to pay.

Ashbrook wondered if the bill might encourage nonpayment of bills in the knowledge that a legal defense was available.

CONTRACTORS

Associated General Contractors Executive Vice President William E. Dunn said that the idea is "basically unsound" because there is no objective way to limit the use of legal aid funds. "It is safe to say that if once established, they will grow and grow just as all such fringe benefit programs have," he commented. Dunn concluded that the bill would add to the costs of construction that already are too high and "with no compensatory return in the way of increased productivity."

George Segal, president of the Sheet Metal and Air Conditioning Contractors' National Association,

ject matter for arbitration and was covered by the board grievance procedure of the collective bargaining agreement.

[EXISTENCE OF STRIKE]

III. Finally, the Union claims that the order of the district court was proper because there was no strike to enjoin. The Union points out that employees are obligated to work only five consecutive eight-hour days, that there was no allegation that they did not do so, and that since the prior arbitration held that employees could refuse overtime, there has been no strike or work stoppage as contemplated under the terms of the "no-strike" clause. We believe that the Union construes this provision of the agreement too restrictively. In the contract, the Union agreed "that there shall be no strikes, walkouts, sit-downs, production retardings, or similar interruptions of, or interferences with, work during the term of this agreement for any reason * *." Whatever may be the effect of individual decisions not to work overtime, in light of Avco's past reliance on overtime to meet its production demands, the resolution discouraging such overtime work is clearly an attempt by the Union to retard production or to interrupt or interfere with work.[10] As such, the Union's conduct falls within the proscriptions of the collective bargaining agreement, and is therefore proper subject matter for injunctive relief.

[MOOTNESS]

IV. At oral argument it was suggested that this matter may have become moot because the parties have amended the collective bargaining agreement by adding the following provision:

"Neither the Union nor its members shall take any action to prevent any individual from working overtime."

Nevertheless, it is within the realm of possibility that at a later time, the Union could press its demand that laid-off employees be relieved, and punctuate this demand with another strike. If misconduct occurred in the past, and the possibility of its recurrence survivies, a case is not moot. Pacific Maritime Assn. v. Longshoremen, ——, F.2d ——, ——, 79 LRRM 2116, 2117 (9th Cir. 1971); Atlantic Richfield Co. v. OCAW Int'l Union, 447 F.2d 945, 947, 78 LRRM 2364 (7th Cir. 1971). See also, Moore v. Ogilvie, 394 U.S. 814, 816 (1968); Division 1287 v. Missouri, 374 U.S. 74, 77-78, 53 LRRM 2394 (1963).

Of course, on remand the district court may consider the effect of the new contract provision in determining whether injunctive relief is appropriate.

V. For all the reasons stated above, the order of the district court will be reversed, and the cause remanded for further proceedings consistent with this opinion.

10 See First National Bank of Omaha, 171 NLRB No. 152, 69 LRRM 1103, enforced, 413 F.2d 921, 71 LRRM 3019 (8th Cir. 1969); Leprino Cheese Co., 170 NLRB No. 81, 68 LRRM 1334, enforced, 424 F.2d 184, 73 LRRM 2865 (10th Cir.), cert. denied, 400 U.S. 915, 75 LRRM 2565 (1970); Valley City Furniture Co., 110 NLRB 1589, 35 LRRM 1265, enforced, 230 F.2d 947, 37 LRRM 2740 (6th Cir. 1956); Meat Cutters, Local P. 575, 188 NLRB No. 2, 76 LRRM 1273 (1971).

ORDERS OF THE SUPREME COURT OF THE UNITED STATES

VESTAL et al. v. HOFFA et al., No. 71-1110.

Petition for writ of certiorari to the U.S. Court of Appeals for the Sixth Circuit denied May 15, 1972. Mr. Justice WHITE took no part in the consideration or decision of this petition.

Opinion below: 78 LRRM 2996, 451 F.2d 706.

HAMLET v. NATIONAL LABOR RELATIONS BOARD, No. 71-1131.

Petition for writ of certiorari to the U.S. Court of Appeals for the Seventh Circuit denied May 15, 1972.

Order below: 80 LRRM 2080.

UNITED TRANSPORTATION UNION v. GEORGIA RAILROAD, etc., No. 71-1174.

Petition for writ of certiorari to the U.S. Court of Appeals for the Fifth Circuit denied May 15, 1972. Mr. Justice POWELL took no part in the consideration or decision of this petition.

Opinion below: 78 LRRM 3073, 452 F.2d 226.

FRASER & JOHNSTON COMPANY v. LODGE 1327, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, No. 71-1204.

Petition for writ of certiorari to the U.S. Court of Appeals for the Ninth Circuit denied May 15, 1972.

Opinion below: 79 LRRM 2118, 454 F.2d 88.

ALMAC'S INC. v. BOYCOTT COMMITTEE

Rhode Island Supreme Court

ALMAC'S INC. v. R.I. GRAPE BOYCOTT COMMITTEE, et al., No. 1026-Appeal, April 20, 1972

PICKETING

—Injunction—Jurisdiction of court —Rhode Island Act ▶81.707 ▶81.609

Rhode Island trial court was without jurisdiction to issue injunction enjoining members of grape boycott committee from picketing employer's supermarkets in support of organization that is engaged in organizing agricultural workers, since controversy was "labor dispute" within meaning of State Anti-Injunction Act (SLL 50:265) in that it was secondary boycott, and trial court did not make proper findings of fact that would have enabled it to acquire jurisdiction. It is immaterial that whereas Norris-LaGuardia Act forbids injunctions in cases "involving or growing out of" labor dispute, State Act forbids injunctions only in cases "involving" labor dispute.

Appeal from judgment of Rhode Island Superior Court enjoining members of grape boycott committee from picketing employer's supermarkets. Reversed.

Joseph G. Kidder and Eugene V. Higgins, Providence, R.I., for plaintiff.

Julius C. Michaelson and Richard A. Skolnik (Abedon, Michaelson, Stanzler & Biener), Providence, R.I., for defendants.

Full Text of Opinion

ROBERTS, Chief Justice: — This civil action was brought seeking to enjoin the defendants from picketing a number of retail food stores operated by the plaintiff within the state of Rhode Island. After hearing thereon a justice of the Superior Court granted the injunctive relief, and the defendants are now in this court prosecuting an appeal from that judgment.

[FACTS OF CASE]

It appears from the record that plaintiff operates several supermarkets, so called, within the state and has a valid and existing labor contract with a local of the Amalgamated Meat Cutters International Union, an affiliate of the AFL-CIO. The defendants, members of the Rhode Island Grape Boycott Committee, are organized for the purpose of supporting and raising funds for the benefit of United Farm Workers Organizing Committee, a group that was engaged in organizing agricultural workers who are employed by certain grape growers in the state of California. It is not disputed that during the summer and early fall of 1969 defendants were seeking to organize support in this state for the United Farm Workers Organizing Committee in its attempt to obtain collective bargaining rights as the representative of the California agricultural workers from the grape growers in that state.

Pursuant to this design, defendants undertook to organize groups to picket supermarkets where California grapes were sold. It is conceded that plaintiff's outlets, as well as others, usually offered California-grown grapes for sale and were picketed without objection until September 26, 1969. At that time the picketing of plaintiff's supermarket located on Taunton Avenue in the city of East Providence is alleged to have become disorderly and, therefore, required on two occasions the intervention of one or more members of the police department of that city. There is considerable conflict as to the nature and scope of the activities of the pickets which were alleged to have been disorderly. The trial justice in his rescript sets forth his conclusions of fact based upon the credible evidence, stating quite clearly that he considered the evidence to support a finding that the picketing was disorderly and interfering with potential patrons entering the premises of the Taunton Avenue store.

After the hearing had concluded, the parties, at the direction of the court, filed written memoranda of the applicable law as it related to the contentions they advanced. The trial justice thereafter rendered a decision in which he held, contrary to the principal contention raised by defendants, that the controversy between plaintiff and defendants was not a labor dispute within the contemplation of the definition thereof as set out in G. L. 1956 (1968 Reenactment) § 28-10-3. Then on November 14, 1969, he entered a judgment granting injunctive relief.[1]

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1 In substance, the judgment enjoined defendants "* * * from assembling and placing more than 20 pickets at or in the immediate vicinity of any single store of the plaintiff on any one occasion"; "* * * from entering or attempting to enter any store of the plaintiff as a part of their picketing activities"; "* * * from physically obstructing or interfering

the arbitration award and give the grievant James T. Coker the Line Inspector job and pay grievant back wages as required by such award, and that Plaintiff recover of the Defendant its costs of action.

AVCO CORP. v. LOCAL 787, UAW

U.S. Court of Appeals, Third Circuit (Philadelphia).

AVCO CORPORATION v. LOCAL UNION NO. 787 of the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), No. 71-1393, May 5, 1972

INJUNCTIONS

—Violation of no-strike clause—Injunctive relief—Mootness ▶80.45 ▶80.567

Employer's appeal from decision of federal district court denying injunctive relief against concerted refusal to work overtime in violation of no-strike clause of collective bargaining agreement is not moot, notwithstanding settlement of underlying dispute through renegotiation of contract, in view of possibility of future misconduct by union.

—Preliminary injunction—No strike clause—Refusal of overtime ▶80.5610 ▶80.8432

Federal district court erred in denying employer injunctive relief against employees' concerted refusal to work overtime in violation of no-strike clause of collective bargaining contract on ground that contract's compulsory arbitration clause is "employee oriented," since, contrary to decision in Stroehmann Bros. Co. v. Local 427 (74 LRRM 2957), all that U.S. Supreme Court's Boys Markets decision (74 LRRM 2257) requires is that both parties be contractually bound to arbitrate and not that both parties be capable of initiating arbitration procedures. Union's contentions that underlying dispute involving overtime is not arbitrable and that no strike existed since dispute involved overtime not required by contract are rejected.

Appeal from the U.S. District Court for the Middle District of Pennsylvania (77 LRRM 2014, 325 F.Supp. 588). Order denying injunction reversed, and case remanded for further proceedings.

Don A. Banta (Naphin, Banta & Cox), Chicago, Ill., for appellant employer.

Sidney A. Simon, Williamsport, Pa., for appellee union.

Before ADAMS, GIBBONS, and HUNTER, Circuit Judges.

Full Text of Opinion

ADAMS, Circuit Judge:—The pivotal question presented by this case is whether a district court may decline to issue a "Boys Markets"[1] injunction solely because the compulsory arbitration feature of a "no-strike" collective bargaining agreement is "employee oriented."[2]

[FACTS OF CASE]

The relevant facts underlying the controversy are not in dispute. On May 4, 1967, Avco Corporation (Avco) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local No. 787 (jointly referred to as the Union) entered into a collective bargaining agreement which contained, *inter alia,* a "no-strike" clause[3] and a broad compulsory arbitration clause.[4] In essence, the compulsory arbitration clause provides (1) that a grievance is "defined as any alleged violation of the terms of this Agreement or differences of opinion as to its interpretation or application," (2) that "any individual employee or group of employees shall have the right to present grievances to the Company at any time", (3) that in the event grievances are unresolved by resort to the mechanisms set forth in the agreement, the Union may refer the matter

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1 The Boys Markets, Inc. v. Retail Clerks Union, Local 770, 398 U.S. 235, 74 LRRM 2257 (1970).

2 Avco Corporation v. Local Union #787, 325 F Supp. 588, 77 LRRM 2014 (U.S. Pa. 1971). See Stroehmann Bros. v. Local 427, 315 F. Supp. 647, 74 LRRM 2957 (M.D. Pa. 1970).

3 "(a) The Union agrees that there shall be no strikes, walkouts, sitdowns, production retardings, or other similar interruptions of, or interferences with, work during the term of this agreement for any reason, except that the Union reserves the right to strike in the event that the parties fail to reach an agreement with respect to disputed job standards or rates to be paid on new operations following the exhaustion of the Third Step of the Grievance Procedure without regard to whether the grievance so filed and processed was a general, specific or policy grievance." The exception to this provision is not at issue here.

4 The compulsory arbitration clause is reproduced at 325 F.Supp. at 590-91, 77 LRRM 2015-16.