

# THE OFFICE WORKER

Official Organ of the Office Employees International Union of the A. F. of L.

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## OEIU SIGNS BIG BOMBER PACT

### SEEK BARGAINING RIGHTS AT I. C. OF T.

Dallas, Tex.—The Office Employees International Union, on behalf of its Dallas Local 45 and its Houston Local 129, has requested exclusive bargaining rights for all of the office and clerical employees engaged in handling the work of The Insurance Company of Texas, The Continental Fire and Casualty Insurance Corporation, the Life Insurance Company of Texas, and the Gulf Adjustment Company, and all of the office and clerical employees of Jack Cage & Company.

The overwhelming majority of all such employees have signed up for membership in OEIU and it is anticipated that contract negotiations will commence immediately upon obtaining the required exclusive bargaining recognition.

A majority of the stock of The Insurance Company of Texas is owned by Texas A. F. of L. unions and their members, and this company, in turn, owns the controlling stock in the other companies, except for Jack Cage & Company, which is the managing firm of the entire Insurance Company of Texas group.

Business Representative Charlotte Morgan of Dallas Local 45 has headed the organizational campaign. The employees are working on a proposed agreement to be presented to the companies.

### CURTISS-WRIGHT

Paterson, N. J.—Formal NLRB hearings on representation petitions filed by the OEIU on behalf of the approximately 800 office and clerical employees of the Curtiss-Wright Corporation's Propeller Division in Caldwell, N. J., and its Electronics Division in Carlstadt, N. J., are being held this month.

Representatives of the OEIU, the company and the Board met late last month at an informal preliminary conference but were unable to agree on the appropriate bargaining unit, so the NLRB will decide the unresolved issues from the testimony and evidence presented at the formal hearing.

### Negotiated Convair Contract



Fort Worth, Tex.—OEIU Local 277 won substantial gains in its first contract for office and clerical employees of Consolidated-Vultee Aircraft Corporation, Fort Worth Division. These are the negotiators, left to right: M. Burland, Manager of Industrial Relations, Fort Worth Division of company; George Lewis, Assistant to Vice President, Industrial Relations, San Diego, home office of company; Fred Chambers, Assistant Manager of Industrial Relations, Fort Worth Division; Paul R. Hutchings, OEIU President; Frank E. Morton, OEIU representative; and Local 277 committee members, Mrs. Doris Cates, Mrs. Joyce Deaton, R. E. Norman, R. N. Buck, and N. B. Jeanes.

### AFL URGES 11% PRODUCTIVITY RAISE

Washington—Immediate approval of an 11 per cent wage increase for all American workers on the basis of productivity gains in the past two years was demanded by the American Federation of Labor at a hearing before the Wage Stabilization Board.

The case for productivity increases was presented to the WSB by Boris Shishkin, AFL economist.

He reminded the Board that it had developed a policy permitting wage increases based on productivity in agreements executed prior to January 26, 1951.

"Under this policy, some workers were permitted to share in the benefits of increased productivity, while others were denied any part of such benefits."

The proposed action by the Board, it was declared, "would at this time constitute a just, sound and enlightened step toward a better wage stabilization.

"It would be a step from which business, labor, and all Americans would benefit."

During the two-year period from 1949 to 1951, the AFL representative pointed out, the index of productivity for the private economy of the country showed an increase of 11.6.

"We feel, therefore," Shishkin said, "that there is both a justifica-

tion and necessity for the Board to issue a general regulation permitting productivity wage increases of 11 per cent at this time."

#### Economy Efficiency

Shishkin pointed out that such wage increases would not be inflationary. The productivity increases reflect more efficiency in the economy, he said. Mechanization is a factor, but so are more efficient use of materials, better utilization of fuel and power, standardization of parts and processes, simplification of products and methods, and other factors.

Such efficiency advances in the past, it was noted, had produced growth in the American economy, but not inflation. One example given made the point that between 1840 and 1914 weekly wages per employed worker increased 2½ times. But wholesale prices in the 1910-14 period were at the same general level as maintained in the 1840-60 period.

"Increased output per man per hour," declared the AFL economist, "made it possible to move than double the level of money wages, as well as money incomes generally, without increasing prices.

"Most important of all, the resulting expansion in buying power made it possible to sustain the in-

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### CONVAIR CLERICALS WIN MANY GAINS

Fort Worth, Tex.—Direct economic benefits estimated in the aggregate to total 18 to 19 cents per hour highlight the numerous gains won for more than 1,500 office and clerical employees of the big Consolidated Vultee Aircraft Corporation bomber plant at Fort Worth in their first OEIU agreement.

All clerical employees will receive a retroactive adjustment amounting to 6½ per cent of their total gross earnings from December 14 to the date of Wage Stabilization Board approval. A new schedule of rate ranges for all of the 14 clerical labor grades was negotiated to become effective upon WSB approval, which pegs the minimum rate for the lowest of these grades at \$1.20 per hour, and ups the maximum of the top grade to \$2.65 per hour, with other grades adjusted proportionately.

Agreement negotiations were concluded last month and the results were unanimously ratified by the membership of our newly chartered Local 277, which represents the clerical staff at the Fort Worth Division, which makes the big B-36 bombers for the U. S. Air Force.

In addition to the general wage increase and the gains in wage rate schedules, the agreement also provides for many other economic benefits, including an improved paid sick leave program, increases in the shift differentials for the second

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### ASK ELECTION

Baraboo, Wis.—The OEIU has filed an NLRB representation election petition on behalf of the over 200 office and clerical employees of the Badger Ordnance Plant, near this city, a majority of such employees having designated the OEIU as their bargaining representative.

Through NLRB elections the production and craft workers have already chosen AFL unions as their bargaining representatives, and have made substantial gains in recent negotiations with the company.

**Editorial**  
**COMMENTS**

**Look at the Record**

If anyone has any doubts as to the tremendous advantages of our way of life, he has only to look at the compilation of statistics recently released by the U. S. Department of Labor which graphically show that the material achievements which we have thus far obtained through our free enterprise system give irrefutable testimony as to its vast superiority.

The United States has only 6 per cent of the world's land area and 7 per cent of the world's population, but Americans—

Own 76 per cent of the world's automobiles and 53 per cent of the world's radios and television sets.

Use 58 per cent of the world's telephones, 50 per cent of the world's rayon, 43 per cent of the world's rubber, and 38 per cent of the world's cement.

Travel on 30 per cent of the world's railway mileage.

Consume 45 per cent of the world's coffee and 25 per cent of the world's sugar.

Produce 35 per cent of the world's milk and 31 per cent of the world's meat.

Generate 43 per cent of the world's electric power.

Produce and use 47 per cent of the world's steel; produce 43 per cent and use 42 per cent of the world's aluminum.

Produce and consume 60 per cent of the world's oil.

Raise 50 per cent of the world's cotton.

In 1951, annual production of goods and services in the United States was more than \$435 billion.

**Same Old Story**

One of the greatest needs of the American people is a system of insurance that will enable them to pay doctor and hospital bills without going deeply into debt.

Heading the fight against a national health insurance plan is the leadership of the American Medical Association (AMA). It has hired a team of press agents at \$100,000 a year to manage the political campaign against the plan.

So wild is the AMA in its opposition that it is trying to brand Republican Governor Earl Warren of California as a Socialist.

That's because Warren said it should be possible "for every one of our people to protect himself and his family from the economic disaster of back-breaking hospital and medical bills."

And it's because Warren stated, "The man in the average or lower income bracket who contributes so much to building our country and whose greatest ambition and hope is to raise a good American family cannot bear the financial catastrophe of serious illness."

It's the same old story. Whenever someone supports a program to help the people, he's a Socialist.

It's all right to help the railroads, even through Government subsidies. It's all right to help the air lines, even through Government

**LABOR ODDITIES**

subsidies. It's all right to help the publishers, even through Government subsidies.

But it's terrible to help the people to set up a system of health insurance that they would pay for themselves. That's Socialism.

Let us remember that the cry of Socialism was once raised against Social Security. Yet today Social Security is an almost universally accepted part of our American way of life.—*The Lather.*

**Lost Liberty?**

Perhaps you are as fed up as we are with those who "warn" about how we are "losing our liberty" every time some new item of social legislation is brought up.

Well, in a recent address, Assistant Secretary of Labor Ralph Wright showed that he, too, was becoming impatient with these same people. He vigorously assailed those who decry the "loss of liberty" resulting from a governmental policy of social legislation—the so-called "welfare state."

"What are the liberties the welfare state has taken away?" he asked. Then, answering his own question, he enumerated:

The liberty of big business to exercise power just for the sake of power.

The liberty to completely manipulate our economy and keep a few million unemployed, unions weak, and workers servile.

The liberty to force helpless workers to sign "yellow dog" contracts and work for coolie wages.

The liberty to employ child labor in sweatshops 12 and 14 hours a day.

The liberty to have "kept" company policy and thugs, industrial spies, "kept" judges, and telephone-call injunctions.

The liberty not to pay social security, unemployment insurance, and workmen's compensation taxes.

**Warns Candidates On 'Forced Listening'**

Washington—All aspirants for the office of President and all Senate and House candidates running in the coming elections have been warned against making use of the "completely un-American device of forced listening" during their campaigns, both in the primary stage and in the later election fights.

"The National Citizens' Committee Against Forced Listening is completely in favor of the most widespread voluntary listening to various candidates," the committee pointed out in a statement, "but the infliction of forced listening upon captive audiences—as, for example, where employes of a huge factory are gathered in the company auditorium during working hours and compelled to listen—is plainly un-American, an invasion of the individual's freedom of choice and utterly vicious.

"At this early stage, the National Citizens' Committee Against Forced Listening suggests to all candidates, both for President and for Congress, that they pledge themselves not to make use of the totalitarian, un-American device known as forced listening. This committee will fight hard against any candidate who disregards the totalitarian character of forced listening and goes ahead, making use of it wherever the opportunity offers."

Chairman of the committee, organized in 1949, is Bernard Tassler, of Washington, D. C., managing editor of the *American Federationist* magazine of the A. F. of L.

Next time you hear someone crying about how you are "losing your liberty" because of our so-called "welfare state," ask yourself if these aren't really what the wailers are so sad about. You haven't lost anything.—(from *The Motor Coach Operator*).

**Equal Pay**

Washington—Most people are for equal pay for women—in theory—but it is sometimes another story when a woman seeks a job.

U. S. Secretary of Labor Maurice J. Tobin pointed this out in an address opening a national two-day conference in Washington called by the Women's Bureau of the U. S. Labor Department and attended by about 100 persons interested in the equal pay principle.

Tobin urged the conferees to press forward their efforts to educate the public on the justice and merits of equal pay. He said he hoped the conference would "blow away the fog of unrealistic, even romantic, thinking about equal pay for women that still remains among various groups of people in the country."

Unequal pay for women doing equal work is "neither fair nor logical," the Secretary said. "It arises from a state of mind, a bad business habit, a cultural pattern that will ultimately be eradicated by the efforts of trade unions, women's organizations, progressive employers, and others, like the members of this conference."

The conferees, urging enactment of Federal and State legislation for equal pay, agreed on the need for an intensive educational campaign.

To achieve widespread support on the part of the public, such a campaign must be carried on nationally and locally, they declared.

The conference stressed the support trade unions can give to the equal pay principle through collective bargaining agreements.

**Read Your Union Paper**

"Were it not for the labor press, the labor movement would not be what it is today, and any man who tries to injure a labor paper is a traitor to the cause."

**SAMUEL GOMPERS,**  
Founder and First President, American Federation of Labor.

**THE OFFICE WORKER**

Official organ of the OFFICE EMPLOYEES INTERNATIONAL UNION



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## LEGAL Notes

**Bargaining**—During the term of a contract a union demanded that a company bargain on a pension plan which was not then included in the contract and had not been discussed in negotiations.

The company refused to bargain on such a plan, taking the position that the reopening clause in the agreement did not refer to pensions.

The NLRB rules that the union's bargaining rights weren't created by the contract but by law, and orders the company to bargain on a pension plan.

The U. S. Court of Appeals at New York, where the case was subsequently taken, enforces the Board's order.—(*NLRB v. Jacobs Mfg. Co.*)

**Wage Data**—A union's request for a wage increase was refused by a company on the grounds that it could not afford one. The company, however, refused to produce figures backing up its claim, and after two bargaining conferences, declined the union's request for further meetings.

The NLRB finds that the company refused to bargain by holding back on the wage data and also by turning down the union's request for further meetings.—(*NLRB v. Jacobs Mfg. Co.*)

**Unfair Lists**—An AFL Central Labor Union in Kentucky advertised a store as "unfair," arising out of a dispute over a painting job at the store performed by a general worker instead of a painter. The owner sued both the union and the newspaper in which the ad appeared.

The Kentucky Court of Appeals finds that the store owner had not known he was considered "unfair" until the ad appeared and that the painting job was a very minor one, and rules that the union's action was arbitrary and "without responsibility." It ordered both the union and the newspaper to pay damages to the owner.

The U. S. Supreme Court has refused to consider the case, so the lower court's decision stands.

On the basis of this case, it appears important to have a solid complaint against a company before it is advertised as "unfair."—(*Paducah Newspapers, Inc., v. Wise.*)

**Bargaining Agent**—In re-emphasizing an old rule, the NLRB holds that a bargaining agent need not be an organization in which individual employees can be members. An employer argued that an AFL trades council, which is made up of affiliated unions, not individuals, could not represent his employees. According to the Board, the problem is the same as when an International Union or a federation seeks to represent employees in a unit. Such type of representation has been regarded as proper for a considerable period of years.—(*98 NLRB No. 64.*)

Every AFL member should donate a dollar to Labor's League for Political Education to elect friends of trade unionists to Congress.

## Buffalo Educational Confab



Buffalo, N. Y.—These were some of the representatives of OEIU local unions from Syracuse, Rochester, Elmira, Middleport and Buffalo in New York State and from Toronto, Merrittton and Niagara Falls in Ontario Province in attendance at last month's educational conference held in this city and sponsored by OEIU Local 212 of Buffalo. For further details see story in May, 1952, issue of "The Office Worker."

## AGREEMENT SIGNED WITH KROPP FORGE

Detroit, Mich.—Completion of negotiations for an initial agreement between Local 42 of this city and the Kropp Forge Ordnance Company in nearby Melvindale has resulted in substantial improvements in the salaries and working conditions of office and clerical employees of that firm.

Among the benefits realized from this contract, according to the local's Business Representative Robert Corrigan, are an average of \$22 a month wage increase retroactive to March 28; a reduction of six months in the wage span; six paid holidays (triple time if worked); health and accident benefits of \$15 a week for 26 weeks; time and a half pay for Saturday work and double time for Sunday and holiday work; adequate vacation and sick-leave plans (the latter also provides for time off for reasons other than illness of employe); and a union shop with check-off.

## Attempt To Coerce Employes Defeated

Tuscaloosa, Ala.—The Gulf States Paper Corporation, in settlement of unfair labor practice charges filed against it by OEIU Local 199, has agreed that the company will not in any manner interfere with, restrain or coerce its office and clerical employees in the exercise of their right to self-organization and their right to join OEIU Local 199 for collective bargaining through a representative of their own choosing.

A notice to this effect is being posted in the company's offices and the notice also advises all of its office and clerical employees that they are free to become or remain members of our local union.

Unfair labor practice charges were filed against this company as a result of the company's activities in endeavoring to influence its office staff shortly prior to the scheduled NLRB election requested by the OEIU local union. The OEIU election petition was withdrawn and unfair labor practice charges filed against the company, which have now resulted in the company being required to post notices affirming that it will not interfere with its employees' legal rights.

## PRODUCTIVITY RAISE

(Continued from page 1)

creased volume of production of goods and services and thus achieve a balanced rise in the standard of living."

### Notion Proved Erroneous

Shishkin referred to the argument that productivity gains should be reflected in decreased prices rather than in increased income. He said that this notion has proved erroneous, "because it was static. It aimed at the stability not only of the price level but of the whole economy, and overlooked the dynamic forces which generate economic growth."

In the case of some products, when a drastic technological change is involved, competition may bring lower prices, but the general rule does not hold, and is not advisable, it was argued.

"Our country's advance to world leadership in the production of goods and services and in the standard of living is the result of a sustained rise in productivity and an equitable distribution of its benefits," the AFL representative reminded the Board.



Political Speaker: "I'm pleased to see this dense crowd tonight."

Voice: "Don't be too pleased. We ain't all dense."

The typewriter repairman asked the stenographer specifically what keys of her machine wouldn't work. "Oh," she answered, "all them little swear words in the top row."

Kisses are like pickles in a bottle; the first one is hard to get; the rest come easily.—*Le Digeste Francais, Montreal, Canada.*

For every woman who yearns for that school girl complexion, there's a man who longs for that school boy digestion.



**Forgings & Castings**—Kropp Forge Ordnance Co., Local 42, Detroit, Mich., \$22 per month average. Cast-Iron Pipe—U. S. Pipe & Foundry Co., Local 18, Birmingham, Ala. (6.68 per cent), Local 179, Chattanooga, Tenn. (7.28 per cent).

**Utilities**—Washington Gas Light Co., Local 2, Washington, D. C., 10 cents per hour.

**Public Service Electric and Gas Co.**, Local 91—New Brunswick, N. J., Local 96—Camden, N. J., Local 104—Irvington, N. J., Local 258—Trenton, N. J., 7.5 per cent.

**East St. Louis and Interurban Water Co.**, Local 130, East St. Louis, Ill., 6 cents per hour.

**Small Arms**—J. Stevens Arms Co., Div. of Savage Arms Corp., Local 228, Chicopee Falls, Mass., new cost of living clause presently providing \$1.50 per week.

**Bus Operation**—Oregon Motor Stages, Local 11, Portland, Oreg., 11 cents per hour.

**Tamiami Trail Tours, Inc.**, Local 46, Tampa, Fla., 10 cents per hour plus adjustments.

**Oil Refineries**—The Texas Co., Local 66, Port Arthur, Tex., 4.2 per cent of gross earnings, from January 1 until May 16 when average increase of \$26 per month becomes effective.

**Breweries**—Acme Breweries, Lucky Lager Brewing Co., Premium Products, Rainier Brewing Co., Regal Amber Brewing Co., and San Francisco Brewing Co., Local 36, San Francisco, Calif., \$13 per month.

**Business Forms**—Yawman & Erbe Mfg. Co., Local 34, Rochester, N. Y., \$1.60 per week.

**Milk Products**—Arden Farms Co., Local 11, Portland, Oreg., 3.6 per cent.

**Farm Machinery**—The DeLaval Separator Co., Local 112, Poughkeepsie, N. Y., 7.2 per cent.

**Diesel Engines**—Busch-Sulzer Bros.—Diesel Engine Company Division—Nordberg Mfg. Co., Local 13, St. Louis, Mo., 4 cents per hour.

**Steam Generators**—Pierce Butler Radiator Corp.—Ames Iron Works Div., Local 125, Oswego, N. Y., 5 cents per hour.

**Boilers & Tank Hulls**—Fitzgibbons Boiler Co., Inc., Local 125, Oswego, N. Y., 7.5 cents per hour.

**Abrasives**—Sterling Grinding Wheel Division of the Cleveland Quarries Co., Local 155, Tiffin, Ohio, 3.9 per cent.

**Telephone Equip.**—Automatic Electric Co., Local 28, Chicago, Ill., \$17.33 per month plus \$3.46 per month in September.

**Machine Tools**—Brown & Sharpe Mfg. Co., Local 76, Providence, R. I., 8 cents per hour retroactive to last October.

The Dear Old Lady watched the golfer while he wildly slashed the tall grass and cussed under his breath while searching for his ball in the rough. Finally she walked over and said: "Pardon me, but would it be cheating if I told you where it is?"

## MANY GAINS WON IN CONVAIR PACT

(Continued from page 1)

and third shifts, a substantial increase in the company's contribution toward the group insurance program, the establishment of automatic step increases in the new rate ranges, the extension of the 4-hour call-in pay guarantee to the office force, the upgrading of numerous job classifications, and various other benefits. All wage and other economic benefits requiring Wage Stabilization Board approval will become effective on the Monday following such approval.

### Aided by OEIU Chief

The negotiations were conducted by a 5-member negotiating committee, composed of "Convair" clerical employees, together with OEIU Representative Frank E. Morton, and assisted personally by International President Paul R. Hutchings. This is the first OEIU agreement in the basic airframe industry.

That portion of the agreement dealing with the rating of the 63 different clerical job classifications reflects the results of the intensive work done by the union's job study committee during the past six months, which resulted in the upward evaluation of approximately 25 per cent of all job classifications, with increases in the same ranging up to four labor grades.

### Automatic Progression

Prior to the agreement the clerical employees were given periodic merit reviews which constituted the sole method of an employee progressing from the minimum toward the maximum rate of the old rate range for his jobs. Under the provisions of the OEIU agreement, periodic automatic increases of 5 cents per hour each 16 weeks assures an employee of his opportunity to promptly progress through the rate range to the maximum rate for his job. The periodic merit review has now been limited in its application to only that portion of those employees in labor grades 1-7, whose rates are at or above the mid-point of their new rate range. Such employees are guaranteed a merit review each six months to qualify for periodic merit increases and are assured of access to the grievance procedure if they are not satisfied with the results of the review.

The agreement became effective May 26, except for those items requiring Wage Stabilization Board approval. A wage reopening provision is provided guaranteeing the union's right to reopen the wage schedules any time subsequent to January 1, 1953, for negotiation of wage improvements. The contract period runs until July 1, 1953, which is the same contract date contained in the International Association of Machinists' basic agreement covering the production and maintenance employees.

### Job Security

The contract assures the clerical employees job security through its seniority rules governing layoff and rehire. It also assures qualified employees of promotional opportunities. The pact's grievance procedure guarantees the prompt and efficient handling of employees' grievances initially through their

# NOTES

## from the field

**California**—Plans for an extension of a state organizing campaign conducted with the assistance of the California Federation of Labor and the Office Employees International Union, featured the semi-annual meeting of the California State Council of Office Employees Unions held last month in Fresno.

Officers of the council announced that its present organizing drive in Oakland had added 200 members to OEIU Local 29 in that city, and that the second phase of the state campaign was expected to start soon in Los Angeles through Local 30 of that city.

**Florida**—The office and clerical employees of the Tampa Transit Lines, Inc., are voting this month on designating Tampa Local 46 as their bargaining representative, the NLRB having ordered an election among these employees.

**Michigan**—Detroit Local 10 has won a representation election among the office and clerical employees of Tanner and Daily, Inc., wholesale grocers in nearby Bay City.

**Nevada**—A majority of the office and clerical employees of Snowflake Bakery and Las Vegas Printshop in Las Vegas have designated the OEIU as their bargaining representative.

**Quebec**—Montreal Local 57 has been recognized as the bargaining representative for the approximately 60 office employees of Community Finance Corporation. This local also shortly expects to receive certification from the Quebec Labor

own OEIU departmental committees, with provision made for unsettled grievances to go to the office grievance committee and with arbitration provided for grievances unsettled in these earlier steps.

The results of the negotiations were enthusiastically received at a special meeting of the general membership, which unanimously ratified the contract. Immediate steps were taken to formally establish Local 277 and elect its initial officers so that the local could commence full operations immediately.

Although Texas law prohibits all forms of union shop or lesser forms of union security, and the economic benefits of the new agreement are awaiting WSB approval, it is significant to note that close to one-half of all eligible employees have already assumed their membership obligations and a rapid sign-up of the union dues deduction cards further testifies to the overwhelming approval with which the union contract was received.

The union label is a two-edged sword. It cuts the business of the unfair employer and increases the strength of his competitor, the fair employer.

Relations Board as the bargaining representative for the office employees of Scott Clothing Co., Ltd.

**Texas**—Practically all of the office and clerical employees of the Southern Union Gas Company in Galveston have designated Local 27 of that city as their bargaining representative, and an NLRB representation petition has been filed on their behalf by this local union.

## Pick OEIU Beauty In Queen Contest



**Knoxville, Tenn.**—Sue Whaley, a beautiful brunette member of OEIU Local 144, of this city, was one of the top five winners in a contest to select the Clean-Up Queen in Knoxville's City Beautiful Week last month.

Nominations were made by popular vote with the five receiving the most votes being eligible for selection as Queen by a panel of three judges. The remaining four were to be made members of the Queen's Court.

The OEIU received considerable favorable publicity as a result of her selection. She appeared before many civic groups during the week and mentioned her organization frequently. Her entrance in the race brought the name of the OEIU to the attention of unorganized office workers and emphasized that there is a place in the AFL labor movement for them.

Lucille Thornburgh, another member of Local 144, was one of the 12 persons on the commission which conducted the Clean-Up Week.

We can well imagine that both of these OEIU members had a lot to do with the success of the drive to make Knoxville a better place in which to live.

## ADVERSE DECISION BY SUPREME COURT

Washington—The U. S. Supreme Court ruled, 6-3, that an employer's insistence on a "management functions clause" was not a refusal to bargain. The clause reserved to management sole control over certain conditions of employment.

The court based its decision on its interpretation of the Taft-Hartley Act, ruling against the National Labor Relations Board which had issued an order against the American National Insurance Co., at its office in Galveston, Texas.

### Management Objects

OEIU Local 27 at Galveston, at the opening of bargaining, made proposals that included a clause establishing a procedure for settling grievances arising under the contract. The final step in the proposed procedure was arbitration.

Management objected to what it called "unlimited arbitration," and insisted that matters such as promotions, discipline, and work scheduling were the exclusive responsibility of management and should not be the subject of arbitration. The union disagreed.

The court ruled that management insistence upon the clause was not a refusal to bargain as seen under the Taft-Hartley Act.

The Board, said the court, "may not, either directly or indirectly, compel concessions or otherwise sit in judgment upon the substantive terms of collective bargaining agreements."

### Three Dissenters

Justice Sherman Minton wrote a dissent in which he was joined by Justices Hugo L. Black and William O. Douglas. He said:

"This case is one where the employer came into the bargaining room with a demand that certain topics upon which it had a duty to bargain were to be removed from the agenda—that was the price the union had to pay for a contract.

"There is all the difference between the hypothetical 'management function' clauses envisioned by the majority and this 'management functional' clause as there is between waiver and coercion.

"But where, as here, the employer tells the union that the only way to obtain a contract as to wages is to agree not to bargain about certain other working conditions, the employer has refused to bargain about those other working conditions."

## Candidate

**Longview, Wash.**—A member of OEIU Local 231 of this city, Gordon M. Quarnstrom, has announced his candidacy for the House of Representatives from the state of Washington.

Mr. Quarnstrom has been secretary to Senator Warren G. Magnuson of Washington for the past 18 months, and indicates that he hopes to have the privilege of serving in the House with the same type of program which Senator Magnuson has followed in the Senate.

Among other things that don't turn out quite as you expected are people who drive cars.