

ATTENTION--Special 544-CIO Membership Meeting Mon., Aug. 25, 8 p. m.

# THE INDUSTRIAL ORGANIZER

Official Organ of Motor Transport and Allied Workers Industrial Union Local 544-CIO

MINNEAPOLIS OFFICE: 1328 SECOND STREET NORTH

MINNEAPOLIS, MINN., THURSDAY, AUGUST 21, 1941

Stand all as one  
Till right is done!  
Believe and dare and do!

I, NO. 6

FIVE CENTS

## Drivers Reject Casey Sellout, Surge to CIO

### Don't Let The Bosses Shove Casey's Contract Down Your Throat

AN EDITORIAL

We believe that the transport and allied workers of Minneapolis, thanks to their seven years of rich experience with union contracts, will understand the reactionary meaning of the contract cooked up by Tobin's agent Casey, Stassen's tool Blair, and the bosses. If that contract were to become the contract under which the workers are to live, it would mean the end of the kind of unionism under which the Minneapolis transport workers have thrived for seven years. But just for that reason we are sure that, as the zero hour approaches, the workers will successfully smash this vile conspiracy against their livelihood.

We believe that every worker whom the conspirators are trying to put under this contract will rally to the battle-cry:

Refuse to let the bosses shove the Casey contract down your throats!

The workers who beat the bosses in the great strikes of 1934 and who went on from there to victory after victory in an unbroken series—it is impossible to believe that these workers will now meekly submit to a flank contract.

And we believe that they will understand that the zero hour which is now approaching must be the one in which they will smash the Casey-Blair-bosses conspiracy. These next days and weeks will be the crucial test. If any worker were to yield to this contract, with the illusion that he will get a better chance to fight Casey & Co. at a later stage, he will be cruelly disillusioned. For if Casey can make this contract stick, he and the bosses will follow it up by adding as a rider to it a closed-shop clause under which the bosses would be finger-men for Casey, pointing out every man who is critical of the contract and its enforcement. Wholesale dismissals could be used to purge the ranks of the Minneapolis workers of every potential fighter for better conditions.

That is why this is the time to smash Casey's contract to smithereens. It must never, ever for a week, be recognized as the contract under which any action of the drivers and inside workers are employed.

Casey's contract is an act of desperation. It was hurriedly signed by him and the bosses in order to counteract the tremendous moral effect of last Monday's regular membership meeting of Local 544-CIO, whose 3,000 attendance showed beyond refutation that the 544 membership stands with the CIO and not with the AFL.

The answer to Casey's contract is to rally to the CIO, the home of the real 544.

Confident that the workers want the CIO, we have gone before the state labor board, demanding that the workers be given the right, in democratic elections, to designate the union of their choice.

Of all our petitions, the only one that Blair has acted on is that of the workers in furniture, to whom he denied the right to an election. This outrageous decision is being appealed, both in the courts and the National Labor Relations Board, and these workers in furniture, as well as all others, shall have their right to democratic elections. When they do vote, we know they will vote for the CIO.

We want every worker in Minneapolis to attend the further hearings before the state labor board and see and hear for himself this grotesque comedy that Blair is performing. Our demand on Stassen for the removal of Blair will be seconded by every worker who attends these hearings.

The hearings open again Monday. Come on out full force!

The growing mass resentment against Blair's pro-Tobin behavior has already driven him to admit the obvious fact that the bosses' signature on Casey's contract doesn't mean that it is the contract the workers want.

There is no recognized bargaining agent for the workers in the industries involved, and there won't be no matter what Casey and Blair and the bosses do, the workers have been given their rightful opportunity to choose their bargaining agent through democratic elections.

These are the watch-words of every intelligent worker in the motor transport industry today:

Don't let the bosses shove the Casey contract down your throats!

Rally to the CIO, the home of the real 544!

For democratic elections, which will prove that 544-CIO is the union of the transport workers!

### The Point of Casey's Contract



### 544-CIO Files Charges with NLRB Against All 17 Grocery Companies

Attorneys for Local 544-CIO filed charges Wednesday afternoon with the National Labor Relations Board against the seventeen grocery stores who signed Casey's AFL contract and are attempting to shove the contract down the workers' throats.

Local 544-CIO charges these bosses are guilty of violating Section 8, subsections 1 and 2

of the Wagner Act, dealing with "discrimination" and "entering into a contract when a question of union certification exists." Both charges carry heavy penalties.

Local 544-CIO is collecting evidence of similar law violations by employers in other sections of the motor transport industry, and will shortly file charges with the NLRB against such employers.

### CIO Auto Workers Vote Support to 544

BUFFALO, N. Y., Aug. 12

The sixth annual convention of the United Automobile Workers of America (CIO), representing 750,000 workers, went unanimously on record in full support of the Minneapolis Motor Transport and Allied Workers Industrial Union Local 544-CIO. The one thousand assembled delegates not only voted to welcome Local 544 into the CIO, but sharply protested the use of the FBI against Local 544 and voted in support of the campaign of the UAW-CIO to organize a democratic industrial union among the nation's transport drivers.

In a speech on the Local 544 situation, Secretary-Treasurer George F. Atiles of the UAW said:

"I THINK THE DELEGATES SHOULD KNOW THAT MR. DANIEL TOBIN IS VERY CLOSELY CONNECTED WITH THE PRESENT ADMINISTRATION. Mr. Tobin has solicited the support and has received the support of the FBI against the efforts of the CIO movement.

"The delegates should also know that today in the city of Detroit the AFL Teamsters organization has been responsible

### Text of Auto Workers Resolution Supporting Local 544 and UCWOC

Following is the text of the resolution of support to Local 544-CIO passed unanimously by the delegates to the CIO United Auto Workers convention:

WHEREAS: Minneapolis Local 544-CIO Motor Transport Workers Union, which is the spearhead of the motor transport workers movement of the Northwest, has transferred its affiliation from the AFL Teamsters International to the CIO in order to free themselves from the dictatorial racketeer, craft-union set-up of Daniel Tobin, and

WHEREAS: CIO President Philip Murray, President R. J. Thomas, and the national officers of the CIO have welcomed this militant and progressive union into the CIO after the membership of Local 544 voted almost unanimously to join the CIO, and

WHEREAS: The United Construction Workers Organizing Committee, with which Minneapolis Local 544 is now affiliated, has inaugurated a nation-wide drive to bring democratic industrial unionism to the American motor transport workers, therefore be it

RESOLVED: That this, the sixth annual convention of the UAW-CIO, go on record welcoming the Motor Transport Workers into the CIO and pledges its full support to the organizing drive of the United Construction Workers Organizing Committee in this field, and be it further

RESOLVED: That we protest the use of any government agencies and particularly the FBI, to be used to oppress or harass any labor organization in the pursuit of their legitimate activities.

(Continued on page 4)

### AFL Moving To Purge CLU Here

The Minneapolis Central Labor Union is to be "purged" by a committee headed by the notorious Matthew Wolf, it was indicated when William Green, AFL President, announced in Chicago last Thursday that the AFL Executive Council was sending the committee to "investigate" charges filed against the Minneapolis AFL central body by Ray Deal West and Selbuit Casey.

The charges, stated Green, are that the Central Labor Union has failed to cooperate with Tobin's agents against Local 544-CIO.

Both AFL and CIO quarters here believe it is a foregone conclusion that Wolf will "purge" the CLU.

In making the announcement, William Green said: "The Teamsters International sent representatives to Minneapolis to re-establish the AFL Teamsters union there. These representatives charged they got no cooperation from the Central Labor Union because its leaders were sympathetic with the leadership which took Local 544 into the CIO."

(See editorial, "Tobin Extends His Purge," on page 4 of this issue.)

### 544-CIO Bulletin Exposes Sellout

Casey Didn't Dare Print His Sellout Contract, 544-CIO Publishes It in Special Bulletin—6,000 Copies Snapped Up by Drivers

### Membership Meeting Monday

All motor transport drivers and allied workers are urged to attend the SPECIAL MEMBERSHIP MEETING of Local 544-CIO next Monday night, August 25th, 8 p. m., at 1328 Second Street North. Officers and attorneys of 544-CIO will report on the actions being taken to defend the membership against the sellout contract which the bosses, Blair and Casey, are seeking to put over. Brother Arlyn Glynn, head of the largest CIO union in Minneapolis, the United Electrical Union Local 1139, will be a guest speaker Monday. Your best interests will be served by your attendance and participation in the 544-CIO Special Membership Meeting next Monday night. Come, and bring your fellow workers.

The 544-CIO staff hit the streets early Monday morning with a special issue of the INDUSTRIAL ORGANIZER, containing a copy of Casey's sellout agreement and a CIO analysis of Casey's treachery. Denied copies of the AFL agreement by "544" AFL, the workers throughout the city eagerly snatched the CIO bulletins. The first issue of 3,000 copies was exhausted within two hours. Four thousand additional bulletins were printed and distributed Monday and Tuesday.

### Is Standard AFL Contract

The bulletin, contents of which are reprinted on the inside pages of this issue, contains a copy of the wholesale grocery agreement signed last week by Casey. All key clauses in the grocery contract are standard clauses and are contained in the agreements already reached or being negotiated by the bosses, Blair and Casey in several other industries.

News that Local 544-CIO was distributing copies of Casey's gold brick contract spread throughout the industry. Car organizers were stopped on the streets by drivers who asked for copies. Men in the various plants syring around the 544-CIO organizers as they arrived with bulletins. The men passed the Trotsky machine to a fan-theoretically as they realized how Casey had ignored their demands and sold them out.

### Red Owl Cries CIO

At Red Owl, an employee copied the heading of the CIO editorial reading "DON'T LET THE BOSSSES SHOVE CASEY'S CONTRACT DOWN YOUR THROAT" and pinned it on the bulletin board. The Red Owl men received the bulletin Monday noon, and hauled up their funds as they read their anger mounting at Casey's treachery. Before noon on Tuesday FORTY RED OWL WORKERS HAD SIGNED UP IN LOCAL 544-CIO.

When a Tobin goon squad snatched some of the CIO application cards and tore them up, the Red Owl employees came up to their union headquarters and signed new 544-CIO cards.

At the lumber yards, all were eager to get hold of copies of Casey's contract. Within a few hours, sentiment in this section of the industry was overwhelmingly CIO. AFL holdouts switched over to Local 544-CIO on the basis of the Casey sellout.

### Wrath is Boundless

When a 544-CIO organizer brought copies of the bulletin to the Wholesale Supply company, the men told him, "We have no contract. The only thing we voted on at Casey's meeting was his

lousy wage clause." Their wrath was boundless when they realized how Casey had doubledcrossed them.

At Glenwood-Ingleswood the men didn't even know what was in their contract. A foreman told a 544-CIO representative that Casey had given the company a computer arbitration clause.

At National Tea the drivers found it hard to believe Casey would sign such a lousy contract. One man even went to the boss and got a copy of his contract, to compare it with the CIO copy. He found them identical. His face fell a foot.

Many stewards who had previously straggled along with the AFL turned in their kits and joined the CIO. The lone defender of the AFL at one grocery house said "Casey's contract will be changed or we'll strike Wednesday afternoon."

At Young-Guilkins the men accused Casey of conspiring with Stassen and Blair.

At Hennepin Transfer a 544-CIO organizer was greeted with the cry: "Let's see the bulletin. We've been trying to get copies of Casey's damned contract, and the AFL won't give us any." After reading the contract they exclaimed: "No wonder Casey is trying to keep it quiet."

### Demanded Elections

At Midland Co-op the men said, "We never signed any damned contract, or voted to accept any contract. If Casey thinks he can get away with this, he's nuts."

At the greenhouses, all were eagerly awaiting the bulletins. "WHEN ARE WE GOING TO HAVE THE LABOR BOARD ELECTIONS?" scores of drivers and warehousemen asked.

Dozens of men came up to the 544-CIO hall in the evening and said they wanted to testify at the Blair hearing on the AFL petition for certification.

Unquestionably, Casey's sellout agreement has done more to open the eyes of the Minneapolis drivers to the reactionary nature of the Tobin machine than has any other single event since the 544 membership voted June 9th to join the CIO.

## We Made Minneapolis a Union Town - - - Let's KEEP IT That Way



# Here Is Casey's Contract -- Why He Didn't Dare Print It

## TO ALL TRANSPORT AND ALLIED WORKERS:

You have read in the boss press, and have been told by the bosses, that there is a contract signed by the bosses and Tobin's agents covering various sections of the industry, and Casey referred to such a contract in his "Minnesota Teamster." BUT Casey did not publish that contract. And for good reason! Why Casey didn't want you to see the text of the contract will be plain enough to you when you read it and read the analysis of it which the Executive Board of Local 544-CIO has prepared and which we print on the next page.

The following contract is the one signed by Casey for wholesale grocery, but all its key clauses—arbitration, seniority, wages, etc.—are the same as those Casey has signed for other industries:

### AGREEMENT BETWEEN THE MINNEAPOLIS WHOLESALE CHAIN STORE AND RETAILER-OWNED GROCERY WAREHOUSE OPERATORS COVERING EMPLOYMENT AND WORKING CONDITIONS OF THEIR EMPLOYEES WHO ARE MEMBERS OF GENERAL DRIVERS HELPERS AND INSIDE WORKERS UNION LOCAL NO. 544 OF THE I. B. T. C. W. AND H. OF AM. A. F. OF L.

We, the undersigned employers, wholesale grocers, chain store and retailer-owned warehouse operators, do hereby adopt and agree to be legally bound by the following agreement covering employment of drivers, helpers, platform workers and inside warehouse employees in Minneapolis.

The Union shall be the sole representative of those classifications of employees covered by this agreement in collective bargaining with the employer. There shall be no discrimination against any employee because of Union affiliation.

## Seniority Clause

Seniority rights shall prevail in all matters relating to employment except where special qualifications or training is required. The senior qualified man on the job from the point of service shall be given the regular job and shall be provided full time work, if work is available. In reducing the personnel because of lack of work or other legitimate cause, the last man hired shall be the first man laid off, and in returning men to work, the last man laid off shall be the first man rehired.

The senior qualified employee shall have first preference on the job, provided, however, that the present assignment of employees in the various classifications of work shall not be disturbed in any manner other than that set forth below:

(a) When a regular job becomes open for any reason in any classification of work covered by this agreement, it shall be filled by the Employer. All qualified employees in the order of their seniority standing shall be eligible to accept or reject this job without jeopardizing their present or future seniority standing. A reasonable time not to exceed thirty days shall be allowed for the employee to qualify on the new job or return to his former job, unless because of obvious physical or mental infirmities, or where special training or qualification is required, the trial of such employee on such job would entail serious danger of financial loss to the employer, in which case the employer shall immediately notify the Union of such fact, together with a statement of the reasons of which said employer complains. Any controversy over the qualifications of the employee to handle a job during the trial period shall be settled as provided in article IX of this agreement.

Seniority for new employees shall begin after they have worked a total of thirty (30) consecutive working days, seniority to start from the first day of employment, provided, however, that the employer will not circumvent the intent of this clause by deliberately arranging intermittent employment in any case so as to keep the employee from becoming eligible to seniority.

An employee shall not lose his seniority because of sickness or injury, provided, however, that any employee who is or becomes handicapped by reason of advanced age or physical disability, so that he can no longer perform his normal duties in a manner satisfactory to the employer, or may be retained to do some class of work he is capable of doing, in which event his seniority rights and rate of pay for that employment shall be subject to readjustment as mutually agreed upon between the employee affected, the employer, and the union. Any controversy which cannot be settled by mutual agreement shall be settled by arbitration as provided for in Section IX of this agreement.

A list of the employees arranged in the order of their seniority shall be posted in a conspicuous place on the job.

In the case of classifications, which have been affected by the Wage and Hour laws, or which are later affected by those laws, the signatory hereto agree to maintain a regular schedule of hours which shall produce the regular weekly wage paid by the individual signatory on Oct. 23, 1939 for senior employees, if and when work is available, except in weeks in which holidays occur.

the rate of time and one-half to be paid for all time worked in excess of 10 hours in any one day.

## Wage Clause

The minimum rate of pay in the various working classifications shall be as follows: Base rates of pay:

Work Classification	Rates of Pay
Drivers	75 c per hour
Shipping clerks, receiving clerks, working foremen	75 c per hour
Assistant shipping clerks, assistant receiving clerks	68 1/2 c per hour
Helpers, platform workers, inside warehouse employees	65 c per hour
Any employee, 75% of whose time is engaged in the duties of banana man or tomato man	shall be paid at the rate of 81 c per hour for the time worked in those classifications.

All employees who have completed one year of service with this Company shall receive one week's vacation with pay each year.

Except for work performed by regular crews, double time shall be paid for all special work done on Sundays and legal holidays, provided, however, that such regular crews shall have a regular day off and shall be paid at the rate of double time if required to work on that day.

Employees covered by this agreement when used on out of town work shall have all reasonable expenses paid away from the home terminal. An itemized statement of such expense shall be submitted to the employer by the employee.

No expense shall be allowed if trip is only a one-day trip within a thirty (30) mile radius of the home terminal, upon which the employee is put to no more expense than if he had worked the same shift in his home terminal. Expenses caused by waiting for order, road conditions, or repairs to trucks to be figured at \$4.00 per day to cover expenses. If the employee is directed by the employer to remain with his truck on such day, he shall be allowed full pay for time spent with his truck. If, however, the employee is directed by the employer to remain at a designated point, waiting for order, road conditions or repairs, he shall be paid on the basis of eight (8) hours per day in addition to expense.

Wage rates fixed in this agreement, or wages which may later be set by negotiation or arbitration shall be minimum rates of pay only. No wages paid in excess of the minimum prescribed shall be reduced.

## Arbitration Clause

When any difference or dispute arises concerning the employment relationship or involving the terms or conditions of this contract or the application thereof, which cannot be agreed upon and adjusted by and between the parties hereto, the same shall be submitted to arbitration upon request of either party. All complaints must be filed within thirty (30) days.

When arbitration is requested such party shall designate in writing to demands and state the propositions, grievances, difference or dispute which is to be arbitrated. At said time such party shall have two persons to act in its behalf. Such other party shall have five (5) days from the receipt of said notice to name two persons to act in its behalf. The two persons so designated shall name a fifth person to act on said arbitration board. However, if the four parties cannot mutually agree upon the fifth person within the days after the designation of the last two arbitrators, then each of said parties shall submit a list of names of twenty-five individuals to a Priest, Minister, Reverend or Rabbi, who shall designate from such list the fifth arbitrator out of such names which appear on both of said lists. In the event there are no two identical names on such lists, a further list of twenty-five names shall be submitted by each party, and such process shall continue until some name or names appear on both lists.

In the event the party other than the one demanding arbitration fails to designate two representatives to such arbitration board within the designated period of time the difference, dispute, or controversy shall be deemed resolved in favor of the party requesting the arbitration with the same effect as an award

handed down. The arbitration award shall be final and binding upon both parties.

The costs of arbitration other than those of the four designated representatives is to be shared equally between the respective parties. It is the desire of the parties hereto that arbitration shall be had as soon as possible. The award shall be handed down within 15 working days after the appointment of the fifth arbitrator.

The Employer recognizes the right of his employees to elect or select from his employees who are members of the Union, a Job Steward to handle such Union business at the Company where he is employed, as may from time to time be delegated to him by the Union. The name of such Job Steward shall be furnished the Employer and any changes in Job Steward shall be reported to the employer.

The Employer agrees to grant the necessary time off without pay but without discrimination to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business, provided, however, that any key man needed for the efficient or uninterrupted running of the business must obtain the written consent of the Employer.

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

The Employer agrees that if any employee is required to wear any kind of uniforms, same shall be furnished and maintained by the Employer, free of charge, and shall bear the Union label.

In the event of any controversy arising because of loss or damage resulting from negligence or intent on the part of any employee, settlement shall be made as provided under paragraph nine (IX) of this agreement.

Should the Employer require any employee to give bonds, the premiums on same shall be paid by the Employer.

Employees shall receive full pay for all time spent in the service of the Employer. When regular employees are called to work they shall receive a guaranteed minimum of four hours pay.

Employees required to be available daily for a period of six (6) consecutive days each week for service and not employed shall be guaranteed a forty (40) hour minimum weekly wage at the rates set forth herein, if and when work is available.

In any week in which one of the following holidays, namely New Year, Vacation Day, 4th of July, Labor Day, Thanksgiving or Christmas occurs, each employee shall be guaranteed the equivalent of a 40 hour work week, if and when work is available.

## Discharge Clause

Drunkness, dishonesty, insubordination or repeated negligence in the performance of duty, shall be considered sufficient grounds for discharge. In case of dispute over the discharge of an employee settlement shall be made as provided in Article IX of this agreement.

No driver shall be permitted to allow anyone on his truck unless so authorized by the Employer.

If any employee is notified to report for work and does not report promptly or give satisfactory explanation for not reporting he shall be considered as having voluntarily quit.

It is agreed that no employee shall be requested or instructed to go through a picket line where a Union is on strike. However, the Union agrees that in the event that the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help affect a fair settlement.

## Two-Year Contract

This agreement shall supersede and replace all previous agreements between the parties hereto and shall be in effect from June 1st, 1941, up to and including May 31, 1943, with the exception of Article IX hereof charging rates of pay which may be opened for negotiation covering change to be effective May 31st, 1943, by either party giving thirty (30) days written notice to the other party prior to May 31st, 1942, and provided further that this section shall not be construed as to permit the reopening for negotiation of any other provision of the contract except rates of pay, and provided further, that failure to reach an agreement for a changed rate of pay shall not be subject to the arbitration provisions of this agreement and in the event a strike should be called by the employees because of such failure to reach a new agreement covering wages, such strike shall not be deemed a violation of this agreement. When and if an agreement is reached as to changed rate of pay, when all of the remaining provisions of this agreement shall continue in full force and effect until May 31st, 1943.

In Witness Whereof the parties hereto have caused these presents to be duly executed this 12th day of August, 1941.

- K. Astess Company
- Brochet & Richter Company
- J. P. Fitzsimmons & Co.
- Jordan Stevens Company
- May Bros. Company
- Midland Cooperative Whol.
- Minneapolis Allied Grocers, Inc.
- National Wash, Feed & Supply Co.
- National Tea Company
- Okon Bros. Inc.
- Quality Food Stores, Inc.
- Red 'N' Stores, Inc.
- Strom Bergs Co.
- Stillman Company
- Western Grocer Company
- Wholesale Supply Co.
- Winston and Nowell Company

# 544-CIO Stewards Blast Casey's Sellout Contract

### Ninety Stewards at 544-CIO Meeting Friday — Casey Draws Only Fifty, Counting the Hopheads — CIO Attorney Advises Group On Signing Slips for Back Pay, Instructs Men to Come to Blair Hearing to Testify on AFL Methods

Ninety stewards and acting stewards, the shock troops of the union, attended the 544-CIO Stewards Meeting last Friday night, to discuss and expose the Casey sellout agreements and to hear reports by Ray Reinbolt, Farrell Dobbs and David Shama, union attorney.

While the enthusiastic CIO Stewards' meeting applauded the program of action outlined by union officials, of "collecting" dues and signatures for "544"-AFL, and to testify to their desire for elections.

A lengthy discussion followed, in which stewards described the disgust with which the transport workers are receiving Casey's gold brick agreement. Several stewards reported that Casey's own organizers didn't even know on Friday that he and Blair and the bosses had signed agreements.

The main report of the evening was delivered by Farrell Dobbs. "It is now 66 days since Tobin launched his blitzkrieg against this

# What Casey Said What Casey Did

From the very first issue of Casey's rag, the Minnesota Teamster, Tobin's carpet-baggers have crossed their hearts that they would NEVER, NEVER sign a contract until the membership itself passed on every word clause.

Under the heading "RANK AND FILE RUN LOCAL UNION," on page two of the July 3rd issue of Casey's sheet, you can read that "Joseph Casey, T. T. Neal, H. L. Wexberg, who are temporarily conducting the affairs of Local No. 544, insist that the membership express themselves in discussing and negotiating the terms of their contracts, elect their own committees, and vote on all matters affecting their own welfare, and have the final word on ratification of all contracts under the democratic forms of the American Federation of Labor."

This is what these cynical carpet-baggers SAID. And then they turned around and negotiated and signed your backs the gold brick contracts that sell out the membership's demands. It is the two-faced TOBIN who has done this!

Tobin and his carpet-baggers that they have taken over the boss' job of trying to smash this union, and are using all the boss weapons in their vicious war.

"What will finally decide this struggle is this: HOW MUCH UNIONISM HAVE YOU LEARNED IN THE LAST SEVEN YEARS, IN OUR FIGHT AGAINST COPS' CLUBS, AGAINST BAYONETS, IN OUR STRIKES AND UNION MEETINGS?"

"No matter what kind of a contract you have, if you do not have an honest militant union to back it up, you have nothing at all. If there is one thing that we have learned in the last seven years, it is that if there is something that the boss is FOR, then it is a good idea for us to walk around it seven times, examine it from top to bottom, smell of it, feel it, go home and sleep on it—and then come back and examine it again."

"The bosses have never before shown such speed in getting out back-pay checks as they have this week. They feel that the back-pay checks will soften the men up, make it easier to induce them to swallow Casey's contract. . . . Is this union that Henry Neff and John Bess died for—that we have battled to preserve on every front, against every kind of attack, from tank suits to federal indictments—is this union worth preserving, worth fighting for? I say it is. Local 544 is worth fighting for and dying for. It is the most valuable work-in-progress instrument the workers of this area possess. There is a power in this union that can hurt back all our enemies. We have never known defeat and we will emerge victorious from this fight as we always have."

"Today your first duty is to plain, to analyze and to see the boss game that Tobin Casey and Well are playing. Be conscious of your strength. Understand that when we are united, no power on earth can defeat us."

"Redouble your work (as see every man in the industry was 544-CIO button. "Work to step up the dues payments to your union. We don't Tobin methods to collect dues. Think it is right, it is to your interests, it is good strategy, you to use your influence to the men to pay their dues to CIO."

"Contact the men and get an agreement to come to the hearings starting August 25th testify as to the Tobin method collecting dues and signing up. Put the men in touch with union office."

Revive the Spirit of 1934

**Summer Merchandise CLEARANCE**

Reductions Greater Than Ever Before in all Departments

**Henley "Royal" Lawnmower** Regular \$9.98 NOW! **\$7.98**

Five hardened and tempered steel blades, semi-automatic trim, self-sharpening and rotating blades. Ball bearing wheels, heavy-duty weather-proof handle and roller.

**No. 100 Grass Catcher** -- Reg. 75c -- Now 59c

20 lb. best. Silk Casting Line

50 yd. special "St. Croix" Reg. Price \$1.00 **89c**

**Starting Next Week, Nagell's can offer you greater opportunity!**

A complete delicatessen line at greater savings! Come in and see the values that await you in our new specialty line!

**Fish Balls** 29c one pound 3 cans, 83c

in delicious bouillon 'You'll like them because they're made as in Norway!

**Early June Peas** per can **15c**

Extra Sifted No. 2 Size Very Finest Grade 2 Cans, 107c 32 Cans, only \$1.40

No. 4 Size Early June Peas Very Good Quality per can 11c 3 cans 29c 12 cans \$1.10

**Nagell's** 625 MARQUETTE 2720 E. LAKE 410 E. MEAD



# 544-CIO Board's Analysis of Casey Contract

## Casey Would Arbitrate Everything

Article 9 of the Casey contract would palm off the Union membership the kind of an arbitration clause that the bosses have been unsuccessfully trying to cram down the Union's throat since 1934. Every man in the industry knows that the boss lives up to the agreement only insofar as the Union forces him to do so. And it is only the pressure of a tie-up, the knowledge that he will be tied up if he chisels, that keeps the average boss in line. It is therefore imperative that the Union maintain the fullest freedom of action for the enforcement of contracts.

Casey charges in his bladder sheet, the MINNESOTA TEAMSTER, that the leadership of 544 "didn't permit arbitration." Exactly! We avoided it like the plague. And with the full approval of the membership.

It is the bosses, not the Union membership, who seek arbitration of the bosses' contract violations. Every Union member knows that once the boss feels there is no danger of a tie-up, he becomes very bold in his chiseling on the contract. And it is under an arbitration clause that the boss feels he is out of danger of a tie-up.

In the face of these facts, Casey now proposes long and involved arbitration procedure which, instead of causing the boss to be careful about living up to the contract, would encourage him to commit widespread violations. Under such conditions, Casey's crew, if they were interested at all in the men's grievances, would find themselves snowed under with violations on which they could get no action. The men in the industry would rapidly lose their conditions of employment—not to mention the campaign of firing that the bosses would put on once they got their program under way.

"The (arbitration) board," says Casey in the MINNESOTA TEAMSTER, "must report a decision within 15 days—OR ELSE." This is an outright falsification of what his contract really says. Casey's Article 9 provides that, when a complaint is filed, the boss shall have five days to designate his representatives in the arbitration. Then ten more days would elapse while the two parties argued over who was to be the "neutral" arbiter. Failing such agreement (and the boss would only agree to an arbiter who would favor him) the Union and the boss would submit lists of 25 names "to a Priest, Minister, Reverend or Rabbi" who would select a name which might appear on both lists. If no such name appeared on both lists, another list of names would be submitted, and another, and another, until one did appear on both lists. If and when an arbiter was finally chosen and arbitration did begin, the board would then have another 15 days to render its decision.

Actually, then, after a union member turned in a complaint and Tobin's carpet-bagger finally got around to do something about it, it would take 15 days, plus an indefinite period of time in which an

arbitrator was being selected, plus another 15 days to deliberate before a decision would have to be rendered. While the member who made the complaint probably wouldn't live to hear the decision, any results obtained could be passed on for the benefit of his children or grandchildren.

It will be noted that everything in Casey's contract is referred to this Article 9 swamp of arbitration: seniority, question of advancements, weeding out of the older men, wage violations, grievances, on hours and overtime, charges for loss and damage, discharge, etc., etc.

To sum up this Article 9 and Casey's whole contract in a few words, there would be no adjustment of grievances, no representation of the men and then—no Union.

## Our Proposed Clause

In contrast to Casey's arbitration clause, here is the kind of a disputes clause which the membership has asked for and under which a contract can be properly enforced:

"Any controversy arising over the interpretation of or adherence to the terms and provisions of this agreement shall be settled by negotiation between the Employer and the Union; except that WITH THE CONSENT of both the Union and the Employer such controversy may be referred to a Board of Arbitration composed of two representatives of the Union, two representatives of the Employer and a fifth neutral member selected by a majority vote of the first four. The majority decision of this Board shall be final and binding on both the Union and the Employer in any controversy so settled."

Under our formulation, the Union reserves the full right to take whatever course of action would best assure the enforcement of the contract and the prompt adjustment of grievances.

And the following is another clause, not appearing in Casey's contract, which the membership has asked for to deal more effectively with chiseling bosses:

"In the event that the Employer deliberately violates the provisions of the foregoing articles or deliberately violates any provisions elsewhere in this agreement relating to wages, hours of work, seniority rights, overtime differentials and vacations, any back pay owed to the employee because of such violation shall be paid by the Employer at the rate of two times the standard straight time and overtime rates. Reasonable evidence of clerical error or honest mistake in interpretation shall exempt the Employer from the double penalty provision, and in such case the Employer shall be required to pay only the actual amount of back pay involved, at the standard straight time and overtime rate."

## Casey Would Sacrifice Your Wages

The membership in the wholesale grocery industry asked for a general increase of 17 1/2% per hour in all established classifications. Casey offers them only 6%.

Further, the men added new classifications for checkers, order fillers and assemblers at 80¢ per hour, and gas and electric automatic lift operators at 87 1/2¢ per hour. All of these men are being paid at the blanket inside workers rate of 60¢ per hour in spite of the fact that they do these special types of work and deserve to be paid accordingly. Under Casey's proposition, they would receive an increase of only 6%, bringing their rate to 66¢ per hour, which is from 14¢ to 21 1/2¢ below their reasonable demands.

The membership did not submit these wage proposals with the idea that they were going to enter into a process of horse-trading.

The sharp increase in the cost of living during the last few months makes it imperative that the men receive more money. Price Administrator Leon Henderson has practically given up all hope of preventing a further sharp increase in the commodity prices. With each price rise, the purchasing power of the worker's dollar goes down and his standard of living is correspondingly reduced. An increase of 6¢ per hour does not compensate for the reduced purchasing power of the Union membership caused by price increases already in effect.

As commodity prices continue to rise, the economic pressure upon the workers will grow more and more sharp and the need for further increase in pay will become more and more imperative. The steps of the national administration toward curtailment and rigid regimentation in the field of installment buying is a further direct blow at the living standards of the Union membership.

All of these factors combined make it ridiculous and outrageous for the bosses through Casey to attempt to tie the men up with a paltry 6¢ increase in hourly pay.

## Length of Contract

The Union membership would be bound to the provisions of the Casey contract for a two-year period extending to May 31, 1943. Article 22 is elaborately written so as to make doubly sure of this. The wage question might be opened after one year but even though the men would have to strike to get a wage increase, strike or no strike, they could not change another line in the contract. The bosses have been careful to make sure that they keep the arbitration clause and all other provisions saddled on the men's backs.

## Expenses Out of Town

The grocery drivers have in the past received full expenses and fuel pay, including overtime, when out of town. Under Article 7 of Casey's contract, involved qualifications and limitations are introduced which make it possible for the bosses to chisel on the expense allowance and the wage and overtime rates in dozens of ways.

## Seniority

Seniority not only provides job protection; it is also vital to assure that the men will get fair treatment and proper recognition for service and experience on the job, thus to provide employment in the highest possible pay classifications.

Local 544 has always insisted that the Union, alone, shall determine seniority questions and thereby the rights of the members have been protected against unfair practices by the employers.

Casey now proposes to throw the whole seniority question into the endless maze of his compulsory arbitration scheme and thus put the bosses out on the high road of wholesale discriminations against the men.

As if this were not bad enough, the Casey contract contains an extra joker in Article 2, paragraph (a), freeing the employer from giving a man a trial in a new classification "where special training or qualification is required."

This means, for example, that inside workers and platform men would have absolutely no chance of getting out on a truck or onto a higher paid job on the inside unless they were pets of the boss.

In contrast to Casey's clause, we print below what the men have asked for and have every right to get on the seniority rules in their contract:

"Seniority rights shall prevail in all matters relating to employment. A list of the employees arranged in the order of their seniority shall be posted in a conspicuous place on the job.

"Any controversy over the seniority standing of an employee on this list shall be referred to the Union for settlement.

"The senior employees shall have first preference on the job, provided, however, that the present assignments of employees in the various classifications of work shall not be disturbed in any manner other than that set forth below:

- (a) When a job becomes open for any reason in any classification of work covered by this agreement it shall be bulletined by the Employer. All employees in the order of their seniority standing are eligible to accept or reject this job without jeopardizing their present or future seniority standing. Thirty days shall be allowed for the employee to qualify on the new job or return to his former job.
- (b) In reducing the personnel because of lack of work or other legitimate reason the last employee hired shall be the first laid off, and in returning employees to work the last employee laid off shall be the first rehired. The necessary reassignment of employees to the various classifications of work shall be made accordingly.
- (c) Where there is an obvious discrimination against a senior employee under the present assignments to the various classifications of work, the Employer shall make the necessary adjustments."

And these are not the only questions involved in the problem of job protection. The men in the industry have had numerous experiences with the boss practice of shifting business, especially hauling, from one company to another and thus placing the jobs of the men in jeopardy. Only proper Union protection has prevented discriminations as a result of this practice. Experience with these boss methods led to the demand for the following clause to afford the necessary protection:

"The Union and the Employer agree to abide by the following procedure on seniority in the event that the Employer absorbs the business of another company:

- (a) In the event that a company other than a contract hauler which has previously operated its own trucks discontinues this method of operation and turns its hauling over to a contract trucking company, the employees of this company working on the trucks may transfer to the company taking the contract and be placed at the bottom of the seniority list of that company with first preference for all work done for their former employer.
- (b) In the event that a contract for hauling is transferred from one hauling contractor to another, the men employed at the company which is losing the contract may elect in accordance with their seniority rights at that company to transfer to the company receiving the contract where they shall be placed at the bottom of the seniority list and shall have no preference other than that provided by their seniority standing at the company to which they transfer.
- (c) If the minimum wage, hour and working conditions in the company absorbed differ from those minimums set forth in this agreement, the higher of the two shall remain in effect."

Casey's contract skips over this important problem without comment.

## War Clauses

In order better to protect the workers from the gross injustices of the war economy, the men asked for the following clauses:

"In the event any further wage tax is levied by any branch of the Federal, State or Local Administrations, an increase in wages will be paid by the Employer to compensate for the amount of the taxation."

"Employees shall not suffer any loss in their seniority standing by reason of their enlistment or induction into any branch of the Military or Naval Service of the U.S.A. Neither shall any employee suffer any loss in their seniority standing by reason of compulsory military training."

Casey discards these important demands, because both Tobin and Casey believe the workers should "sacrifice for national defense," that is, should sacrifice their jobs and conditions so that the war will bring still more power and profits to the employers.

## Our Proposals for Individual Truck Owners

Over a period of years the Union membership has learned that it is necessary to take steps in the contract to prevent the Employers from discriminating against hired drivers by the use of individual truck owners under conditions which tend to tear down the established wages in the industry and under circumstances which are unfair to the individual truck owner as well. The following clauses which do not appear in the Casey contract were presented in the demands of the membership:

"The term 'Individual Truck Owner' shall be construed to mean the owner-driver of a truck, motor cycle, passenger vehicle, two or four wheel trailer, taxicab, horse-drawn vehicle, or any other vehicle used for transportation purposes.

"Unless otherwise indicated within the articles of this agreement, the rates of pay, hours of work, overtime differentials and general working conditions for Individual Truck Owners shall conform to the schedules which shall from time to time be announced by the Union.

"The Individual Truck Owner shall have seniority standing only as a driver. The vehicle shall have no seniority standing. Only Individual Truck Owners certified by the Union may be hired. All conditions of employment specified within the articles of this agreement for the purpose of improving working conditions for employees shall also apply to the drivers of individually owned and operated trucks."

## Protecting Previously Established Conditions

The following is the clause which the membership asked for in order to prevent the Employer from taking away any established conditions:

"The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement."

Under the Casey contract only the wage question is mentioned and there is no provision which would prevent the Employer from reducing other previously established standards which are not specifically covered in the agreement.

Casey will tell you that his arbitration clause takes care of this, but it wouldn't take care of it in time to do any good in your lifetime.

## General

We quote a few of the other pertinent clauses contained in the demands of the Union membership which are either wholly distorted or completely absent in the Casey contract:

"The Employer shall not arbitrarily charge employees for any loss or damage. The Employer may prefer charges against an employee for alleged negligence resulting in excessive loss or damage. The Union shall make immediate investigation of the charges and a settlement of the case shall be made as provided under Paragraph 7 of this agreement."

"All employees on the seniority list shall receive one day vacation with full pay for every month of service with their Employer, same to be figured on an accumulative contractual yearly basis. In the event an employee is drawing workmen's compensation, the accumulated time while drawing compensation will be added to his regular working time in determining vacations."

"The Employer shall not discharge any employee without just cause and shall give at least one warning notice of the complaint against such employee, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness while on the job. Any employee may request an investigation as to his discharge and should such investigation prove that an injustice has been done an employee he shall be reinstated and compensated at his usual rate of pay while he has been out of work."

"It is understood and agreed that farmers, salesmen and district managers shall not be allowed to pile merchandise in the warehouse or do any work which legitimately comes under the jurisdiction of the regularly employed warehouse men and drivers."

"All employees working in the cash and carry branches shall be paid according to classification and all other provisions contained in this agreement shall be applicable in regard to their conditions of employment."

"It is understood and agreed that all employees coming under the jurisdiction of this agreement shall not work more than five consecutive days in any one week."

"The signatories to this agreement agree that in the event night work becomes necessary that both day and night jobs shall be posted and filled according to seniority."

"The Employer agrees that all employees coming under this agreement shall be allowed, in case of sickness, ten days sick leave with pay per year."

"In the event that the maximum work week is reduced by legislative act or other reason, to a point below the regular work week provided herein, the rates of pay in the various classifications shall be increased according to the proportion necessary to guarantee that there will be no reduction in the total weekly pay for any employee."

"It is understood and agreed that the Employer shall pay all employees serving on any jury the difference in salary between jury pay and his regular salary or pay while in such service."



