

UNIV
SHELF

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November 25, 1969

Date: Tuesday, December 9, 1969

Time: 6:00 p.m.- HOSTED XMAS PARTY
7:00 p.m.- Dinner
8:00 p.m.- Speaker

Place: The Boardroom Restaurant
3361 West 8th Street
Los Angeles

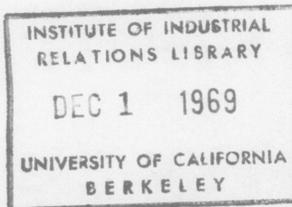
Speaker: BENTON H. GOODENOUGH

Subject: THE CHALLENGE OF THE 1970's FOR NEGOTIATORS

Please make reservations by calling Rita Sann, 825-3180 or returning the enclosed self-addressed card by Friday, December 5, 1969. If you are unable to attend the dinner, you are most welcome to come and listen to Mr. Goodenough's address at 8:00 p.m.

NEWS BRIEF
ON SPEAKER
FOR DECEMBER

Benton H. Goodenough, who is Vice-President of labor relations with the Pacific Maritime Association, will discuss "The Challenge of the 1970's for Negotiators." Mr. Goodenough held various high-level positions with Westinghouse Electric Corporation, American President Lines, and IBM before becoming Assistant to the President of the Pacific Maritime Association in 1957. His impressive background in industrial and labor relations includes working with major unions such as UAW, UE, IBEW, IAM, Teamsters, and Office and Professional Workers, as well as with maritime unions on the Pacific Coast. He is a graduate of DePauw University in Indiana and now lives with his family in Los Altos, California.



PAST PROGRAM

Charles G. Bakaly, Jr., partner at the law firm of O'Melveny and Myers, and in charge of its Labor Relations Law Department discussed some problems arising in breach of contract disputes under the general heading of "Arbitration and the Labor Board." He feels that the National Labor Relations Board has been exceeding its powers, as conferred upon it by Congress, with respect to disputes involving breach of contract. He pointed out that the congressional debate, as a result of which the Taft-Hartley Act was passed, did not include such disputes among unfair labor practices. He cited a number of cases, C & C Plywood, Strong Roofing, C & S Industries, and United Drop Forge, in which the NLRB moved into contract disputes, asserting its power against arbitration language and/or proceedings that the parties to the dispute had initiated and adhered to. In Mr. Bakaly's opinion, the Labor Board should defer to the arbitration process. As compared with the Labor Board, the arbitrator taking all factors into consideration, has more expertise in certain aspects of labor relations whereas the Board may disregard past history and other relevant issues in the bargaining picture. He stated this deferral policy is particularly appropriate during a period like the present in which the legitimate work load of the Board is increasing at an alarming rate.

MEMBERSHIP APPLICATION

Name _____ Address _____

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I hereby apply for membership in the Industrial Relations Alumni Association.
Enclosed is my check in the amount of \$5.00 payable to the Industrial Relations
Alumni Association.

Signed _____ Date _____

Please clip and mail to Rita Sann, Institute of Industrial Relations, UCLA,
Los Angeles, California 90024.