Antidiscrimination Provisions in Major Contracts

1961

Bulletin No. 1336

UNITED STATES DEPARTMENT OF LABOR
Arthur J. Goldberg, Secretary

BUREAU OF LABOR STATISTICS
Ewan Clague, Commissioner

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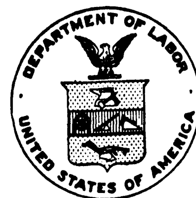

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Preface

The prevalence and characteristics of antidiscrimination provisions in major collective bargaining agreements in effect in 1961 are described in this bulletin. In addition, illustrative antidiscrimination clauses drawn from selected union constitutions are presented in the appendix.

For this study, 1,717 collective bargaining agreements covering 1,000 or more workers each were analyzed. These agreements applied to approximately 7.4 million workers, almost half the estimated coverage of all collective bargaining agreements, exclusive of those in the railroad and airline industries.

All agreements studied were part of the Bureau of Labor Statistics file of current agreements maintained for public and governmental use under the provisions of the Labor-Management Relations Act of 1947, as amended. The provisions of agreements covering 1,000 or more workers do not necessarily reflect policy in smaller collective bargaining situations or in large or small unorganized firms.

This study was conducted and this report was prepared by Leon E. Lunden, under the supervision of Harry P. Cohany, in the Bureau's Division of Wages and Industrial Relations.

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Antidiscrimination Provisions in Major Contracts, 1961

Only about one-fifth of the major collective bargaining agreements in effect in 1961 in the United States contained specific bans against discrimination because of race, creed, or national origin. Such provisions were largely found in agreements in manufacturing industries, typically in those with producers of durable goods. The unions involved either had civil rights departments or active civil rights committees composed of international executive board members. Approximately one-third of the provisions studied had been negotiated by affiliated locals of the Automobile Workers or the Electrical Workers (IUE). The agreements typically were interstate in scope or were concentrated in plants in the Middle Atlantic or East North Central States. Formal clauses dealing with on-the-job working conditions were more frequent that those dealing with hiring.

For the purpose of this analysis, antidiscrimination provisions were defined as those that barred bias in hiring or on the job, because of race, religion, or national origin, or any combination of these three. This limited definition excluded from the study those clauses which were clearly directed at other grounds for discrimination, such as age, sex, or union activity, and which did not mention any of the other three reasons. Similarly, clauses announcing a general nondiscrimination policy without naming the specific parties affected or practices outlawed were excluded, although it is reasonable to assume that some, if not all, of these were intended to forestall prejudicial behavior based on racial, religious, and other grounds.[1]

This article, it should be emphasized, merely describes formal antidiscrimination provisions in major collective bargaining agreements; it does not deal with their administration and enforcement.

In law, the collective bargaining agreement applies equally to all workers covered by its provisions, regardless of race, creed, color, or ancestry. Nonetheless, an antidiscrimination clause serves a purpose. It not only emphasizes the legal obligations of the parties, but also serves as a constant reminder to management and union representatives directly involved in the administration of the agreement. Such provisions also encourage members of minority groups to assert more vigorously their rights under the agreement, and serve as a more specific guide to arbitrators called in to resolve grievance disputes. At its 1961 convention, the AFL–CIO recommended to all affiliated unions that they negotiate such provisions into all their agreements.[2] Increased awareness of this issue by labor and management, stimulated perhaps by a strict enforcement of Government contract policies and State and local fair employment acts, is likely to encourage the writing of more antidiscrimination provisions in the near future.

Obviously, the absence of an antidiscrimination provision in a contract does not signify the existence of discriminatory practices or indicate a lack of concern by the parties about equal treatment. Discrimination has not been an issue or a problem in many collective bargaining situations. Employers on their own initiative may effectively ban discrimination, and informal arrangements to maintain nondiscrimination may be established by company and union. For example, letters of intent setting forth pledges not to discriminate because of race, religion, or nationality are sometimes referred to in an agreement but are usually not a part of the agreement.

For this study, the Bureau of Labor Statistics examined 1,717 major collective bargaining agreements covering 1,000 or more workers each, or

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[1] For example, the agreement covering workers at the Beaumont Yards of the Bethlehem Steel Co. stated only that "There shall be no discrimination among employees in the application of any of the terms or conditions of this agreement."

[2] Resolution No. 143, *Civil Rights*, adopted by the Fourth Constitutional Convention of the AFL–CIO, December 12, 1961, Bal Harbour, Fla.

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virtually all agreements of this size in the United States excepting those in the railroad and airline industries.[3] These agreements applied to approximately 7.4 million workers—almost half the number estimated to be under collective bargaining agreements in all except railroad and airline industries. Most of the contracts were in effect in 1961. A few expired during the last quarter of 1960, and renewed agreements were not available at the time this study was completed.

Prevalence

Industry. Less than a fifth (18 percent) of the 1,717 agreements analyzed, covering about a fourth of the workers, prohibited discrimination because of race, creed, or national origin (table 1). Most of these provisions (239) appeared in agreements applicable to 1.6 million workers in manufacturing, as against 68 agreements and 335,000 workers in nonmanufacturing industries.

Over half of the bans in manufacturing were concentrated in three industries: transportation equipment (50), electrical machinery (41), and machinery except electrical (34). These three industries combined accounted for 3 out of every 4 manufacturing workers covered by such provisions. Lesser, but still significant, clusters of nonbias clauses were negotiated in food and kindred products (23) and in primary metals (20).

No manufacturing industry had special prohibitions against unequal treatment in at least half of its major agreements. Major agreements in three industries (textiles, lumber, and printing and publishing) contained no such provisions at all, and another four industries (tobacco, leather, apparel, and miscellaneous manufacturing) each had only one or two agreements with such clauses.

Among nonmanufacturing industries, construction and retail trade, with 16 and 14 nonbias agreements, respectively, contributed the largest number of nonbias clauses. Except for hotels and restaurants, no nonmanufacturing industry had antidiscrimination provisions in as many as a

[3] The Bureau does not maintain a file of railroad and airline agreements.

TABLE 1. ANTIDISCRIMINATION CLAUSES IN MAJOR COLLECTIVE BARGAINING AGREEMENTS, BY INDUSTRY, 1961

[Workers in thousands]

Industry	Total studied		Total with explicit antidiscrimination clauses		Total without explicit antidiscrimination clauses	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
All industries	1,717	7,438.0	307	1,900.3	1,410	5,537.8
Manufacturing	1,047	4,355.2	239	1,565.4	808	2,789.8
Ordnance and accessories	20	67.5	9	34.0	11	33.6
Food and kindred products	118	360.4	23	96.4	95	264.0
Tobacco manufactures	12	25.8	1	1.0	11	24.8
Textile mill products	31	81.2			31	81.2
Apparel and other finished products	53	456.2	2	7.0	51	449.2
Lumber and wood products, except furniture	13	26.1			13	26.1
Furniture and fixtures	19	33.2	5	7.4	14	25.8
Paper and allied products	57	125.9	6	8.9	51	117.0
Printing, publishing, and allied industries	34	70.8			34	70.8
Chemicals and allied products	53	102.0	11	19.2	42	82.8
Petroleum refining and related industries	15	49.2	4	10.3	11	38.9
Rubber and miscellaneous plastics products	29	126.2	6	66.0	23	60.2
Leather and leather products	19	66.9	1	1.8	18	65.1
Stone, clay, and glass products	41	110.3	5	13.9	36	96.5
Primary metal industries	113	627.6	20	50.2	93	577.4
Fabricated metal products	53	141.8	12	40.6	41	101.2
Machinery, except electrical	106	310.9	34	178.4	72	132.5
Electrical machinery, equipment, and supplies	105	421.0	41	208.5	64	212.6
Transportation equipment	121	1,077.4	50	795.0	71	282.5
Instruments and related products	24	53.5	8	25.7	16	27.8
Miscellaneous industries	11	21.9	1	1.5	10	20.4
Nonmanufacturing	670	3,082.8	68	334.9	602	2,748.0
Mining, crude petroleum, and natural gas production	18	237.8	3	4.0	15	233.9
Transportation [1]	114	679.1	6	63.8	108	615.3
Communications	80	501.0	4	16.7	76	484.3
Utilities: Electric and gas	79	195.1	6	23.2	73	171.9
Wholesale trade	14	27.2	1	5.0	13	22.2
Retail trade	106	290.0	14	56.0	92	234.0
Hotels and restaurants	37	171.2	9	54.3	28	116.9
Services	53	177.7	9	31.6	44	146.1
Construction	168	801.1	16	80.4	152	720.7
Miscellaneous industries	1	2.9			1	2.9

[1] Excludes railroad and airline industries

NOTE: Because of rounding, sums of individual items may not equal totals.

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fifth of its major agreements or covered as many as a fifth of its workers by the bans.

Union. Forty-eight national and international unions were collective bargaining agents for the 1.9 million workers covered by antidiscrimination provisions. Only 8 of them, however, were signatory to 10 or more bargaining agreements incorporating such bans and, in combination, they negotiated 3 out of 5 of all the nonbias provisions:

	Number of agreements studied	Agreements with antidiscrimination provisions	
		Number	Percent of total studied
Automobile Workers	118	76	64. 4
Electrical Workers (IUE)	46	31	67. 4
Steelworkers [1]	120	20	16. 7
Machinists	89	16	18. 0
Packinghouse Workers	11	11	100. 0
Retail Clerks	42	11	26. 2
Electrical Workers (IBEW)	92	10	10. 9
Hod Carriers	33	10	30. 3

[1] The new agreements with the basic steel industry, to be effective July 1, 1962, include an antidiscrimination provision. Two major producers, Great Lakes Steel Corp. and Inland Steel Co., already had such clauses in their agreements.

In numbers of workers, the following unions had the highest coverage:

	Number of workers under all agreements studied	Workers covered by antidiscrimination provisions	
		Number	Percent of total studied
Automobile Workers	965, 000	862, 950	89. 4
Electrical Workers (IUE)	232, 750	169, 400	72. 8
Steelworkers	681, 450	73, 600	10. 8
Rubber Workers	113, 750	63, 500	55. 8
Machinists	312, 800	60, 350	19. 3
Electrical Workers (IBEW)	254, 100	60, 300	23. 7

Other unions, although each represented fewer than 50,000 workers under major agreements, nonetheless had significant proportions of workers covered by antidiscrimination provisions. For example, all Packinghouse Workers agreements studied had such provisions, and the National Maritime Workers Union had similarly covered 9 out of 10 workers under its major contracts.

Almost all of the unions that were particularly active in negotiating bars to discrimination had established civil rights committees or subcommittees subordinate to the international executive councils, responsible for developing and adopting appropriate civil rights programs. These included the Automobile Workers, Electrical Workers (IBEW), Electrical Workers (IUE), Packinghouse Workers, Rubber Workers, and Steelworkers.

The bulk of the Automobile Workers antidiscrimination clauses were in transportation equipment contracts, especially in automobiles (including Ford, Chrysler, General Motors, American Motors, Studebaker–Packard, Willys Motors, and Mack Truck), in aircraft assembly and parts plants (including Boeing, Douglas, Chance–Vought, Ryan Aeronautical, and Curtiss–Wright), and in machinery (including Caterpillar Tractor, Deere and Co., and International Harvester).

Similarly, over half the Electrical Workers (IUE) provisions were concentrated among large employers in machinery and electrical machinery (including Sperry–Rand, Otis Elevator, Philco, General Electric, Magnavox, Sylvania Electric, and Emerson Radio and Phonograph). The Steelworkers agreements were widely dispersed among several industries. Over half the Machinists provisions were in ordnance and transportation equipment. The Packinghouse Workers clauses were exclusively in meatpacking (including Armour, Swift, and Cudahy), while those of the Retail Clerks were primarily found among California food stores. The Hod Carriers provisions were exclusively in construction, and the Electrical Workers (IBEW) exclusively in electrical machinery.

Table 2. Antidiscrimination Clauses in Major Collective Bargaining Agreements, by Region, 1961

[Workers in thousands]

Region	Total studied		Total with antidiscrimination clauses		Total without explicit antidiscrimination clauses	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
United States	1, 717	7, 438. 0	307	1, 900. 3	1, 410	5, 537. 8
Interstate	280	3, 095. 1	50	1, 078. 3	230	2, 016. 8
New England	107	291. 6	18	59. 7	89	232. 0
Middle Atlantic	397	1, 309. 1	82	241. 5	315	1, 067. 6
East North Central	401	1, 078. 1	73	225. 7	328	852. 5
West North Central	83	200. 2	21	69. 7	62	130. 6
South Atlantic	103	252. 7	8	23. 7	95	229. 0
East South Central	34	62. 0	2	3. 2	32	58. 8
West South Central	49	114. 6	11	28. 2	38	86. 4
Mountain	38	78. 2	9	16. 4	29	61. 8
Pacific	225	956. 6	33	154. 1	192	802. 5

Note: Because of rounding, sums of individual items may not equal totals.

Region. Two out of three antidiscrimination provisions were found either in interstate agreements or in contracts covering establishments in

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the Middle Atlantic and East North Central States (table 2). These applied to about four-fifths of all the workers covered by such prohibitions.

Types of Discrimination. In prohibiting discriminatory practices, all but three clauses referred specifically to the groups or activities protected by these provisions. These three, however, indirectly described what constituted proscribed behavior by referring to nondiscriminatory policies expressed in Federal and State laws or government contracts:

The company agrees that it will not discriminate against anyone in its employment policies in conformity with the nondiscrimination clauses contained in all Defense Department and military contracts. (Martin Co. and Automobile Workers.)

* * *

Both parties will follow the provisions of the New York State law against discrimination. (Corning Glass Works and Flint Glass Workers.)

All other clauses gave express assurance of equality of treatment:

There shall be no discrimination or coercion against any employee because of race, creed, or national origin. (Chain Belt Co. and Steelworkers.)

Race and color discrimination were specifically banned in 291 and 254 provisions, respectively (table 3). Only nine clauses banned neither, but three of these covered race and color by reference to Federal and State policies and one by reference to discrimination "against any minority group." Of the remaining five, one called for equality of pay without regard to sex or national origin and four, largely provisions from southern agreements, exhibited almost identical language and appeared directed at discriminatory practices although the precise intent was not clear to anyone not familiar with the agreement. For example:

Freedom of employees: The company and union shall refrain from any and all forms of interference, intimidation, and coercion, by word or deed, in the right of an employee or employees to exercise his or their freedom of action in joining or not joining any labor organization, church, society, or fraternity. (Humble Oil and Refining Co. and Oil, Chemical, and Atomic Workers.)

* * *

Employees shall be free to join any labor organization, church, society, or fraternity, except organizations which advocate the overthrow of the American form of government or the American social order. (Champion Paper and Fibre Co. and Houston Paper and Pulp Mill Workers, Ind.)

Bias because of creed was barred in 254 provisions. Related to these were provisions specifically banning discrimination because of religion or church attended (77) or because of political beliefs or associations (49),[4] often appearing in the same clause that banned discrimination because of "creed" as well.

Two hundred and ten agreements prohibited discrimination because of national origin. Among these were two Seafarers clauses that also barred bias on grounds of geographic origin, a carryover from post-Civil War years when northern and southern shipping employers expressed their sympathies through their employment policies. Six clauses banned discrimination because of ancestry—that is to say, because of a person's parentage or lineage.

In more than half (179) of the provisions, discrimination because of sex was also barred, and a small number (30) extended this to the employee's marital status. In two of these, discriminatory practices because of the number of a worker's dependents were also ruled out.

Prohibitions of bias because of union status or activity often appeared separately from other bans upon discrimination; yet, more than one-third (135) of the 307 clauses analyzed specifically applied their bars to union discrimination. Some of these provisions particularly outlawed discrimination because of union activity, singling out for special protection stewards and those who might testify at hearings concerning alleged contract violations:

There shall be no discrimination . . . against any employee on account of race, national origin, creed, or color . . . union membership, or . . . any activity undertaken in good faith in his capacity as a representative of other employees. (Cities Service Refining Corp. and seven unions.)

Discrimination in Hiring

Of the 307 provisions, 112 were directed specifically at possible discrimination in hiring:

[4] Webster's dictionary defines creed as covering political as well as religious beliefs. In 16 contracts where "creed" was not specifically cited, discrimination for both religious and political beliefs were barred. In common usage, however, creed connotes religious beliefs only.

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The company agrees that it will not discriminate against any applicant for employment because of race, creed, color, or national origin. (Dana Corp. and Auto Workers.)

* * *

There shall be no discrimination by the company or the union against any employee because of his race, color, sex, national origin, or religious beliefs.

The company further agrees that it will abide by the above paragraph in hiring of new employees. (Sunstrand Machine Tool Co. and Auto Workers.)

To prevent any interference with management's discretionary authority over probationary employees, one provision exempted probationary employees from coverage:

The company and union agree that there will be no discrimination in hiring. . . . This shall not in any way affect the probationary clause set forth in . . . this article. (Avco Manufacturing Corp. and Auto Workers.)

In a number of cases, provisions barring discrimination in hiring were found in hiring hall or preferential hiring arrangements, as follows:

1. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provision, or any other aspect or obligation of union membership, policies, or requirements, [or] race, color, creed, national origin, age, or sex.

2. The employer retains the right to reject any job applicant referred by the union. Employers shall be governed in the selection of applicants by the qualification and ability of the applicant in relation to the requirements of the job to be filled, without reference to race, color, creed, national origin, age, or sex. (Food Employers Council, Inc. and Retail Clerks.)

Only one agreement required that white and nonwhite employees be hired on a ratio basis. This requirement, with the avowed intent to eliminate discrimination, was expressed as follows:

To assure that no discrimination will be made on account of race, it is agreed that the work will be divided between white and colored longshoremen, working in solid groups of either white or colored on the same ratio basis as now exists in the respective ports covered by this agreement; except that at Galveston the [employer] will, without discrimination, hire through Local 329, ILA (Local 1368 to receive their proportion of work as agreed upon by the district office of the ILA). When gangs are ordered and cannot be supplied, it is understood that whichever local can provide the gangs it shall be incumbent upon them to do so, whether white or colored, and that the respective business agents agree to cooperate, and any failure to do so will be considered a violation of the contract.[5] (Deep Sea Longshore and Cotton Agreement and Longshoremen.)

Table 3. Types of Discrimination Prohibited in Antidiscrimination Clauses, Major Collective Bargaining Agreements, 1961

Type of discrimination prohibited [1]	Agreements	Workers (thousands)
All agreements with antidiscrimination clauses [1]	307	1,900.3
Race	291	1,810.3
Color	254	1,707.4
Creed	254	1,685.0
National origin	210	1,566.0
Sex	179	890.6
Union status or activity	135	557.6
Religion, church	77	303.9
Political activity, affiliation, belief	49	173.7
Marital status	30	235.7
Age	25	85.9
Membership or nonmembership in any lawful organization	13	99.2
Fraternity, society, association	6	24.1
Ancestry	6	12.6
Other [2]	9	26.5

[1] Nonadditive.

[2] 3 provisions prohibited the types of discrimination in the Federal or State laws that they cited; 1 barred discrimination against "any minority group"; 2 barred nepotism; and 3 prohibited discrimination for "any reason" in addition to race, religion, or national origin.

In contrast, the New York City Restaurant Employers Association and the Hotel and Restaurant Employees agreed to eliminate whatever racial distinctions among job classifications existed, so that equal opportunity would be available to all workers:

Hiring: There shall be no discrimination against any employee on account of race, color, or creed. The employer and the union agree to cooperate jointly in an intensified drive to abolish any distinction which may presently exist with respect to the nature of the jobs which are filled by colored employees, so that they may be given every opportunity to fill skilled and unskilled jobs on the basis of parity with all other employees. (Affiliated Restauranteurs, Inc., and Hotel and Restaurant Employees.)

An unusual antidiscrimination provision, agreed upon by the League of New York Theatres and the Actors Equity Association not only protected union members from discrimination by employers (which would cover actors trying out for roles) but also permitted the actors to refuse to play in theaters where discrimination was practiced. Presently the ban is limited to Washington, D.C., but the parties have agreed to changes which would extend the clause's coverage to all theaters in the United States, effective June 1, 1962.[6] The clause reads:

[5] A memorandum of agreement, dated December 24, 1959, extending the contract to October 1, 1962, stated that attorneys for the parties were authorized to rewrite the hiring hall clause, but did not indicate whether the ratio provision would be affected.

[6] New York Times, Oct. 9, 1961.

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The manager shall not practice discrimination against any member of Equity because of race, creed, or color.

The actor shall not be required to perform at any theatre in Washington, D.C., where discrimination is practiced against any actor or patron of the theatre by reason of his race, color, or creed. (League of New York Theatres and Actors Equity.)

In addition to specific agreement provisions that barred bias in hiring, union-management commitments in this area also included general antidiscrimination clauses that were in practice applied to hiring.[7] Moreover, there were situations where the parties preferred to embody an antidiscrimination policy in a letter of intent rather than in the collective bargaining agreement. This was the approach, for example, adopted by the Automobile Workers and the Chrysler Corp. in the 1961 negotiations. The following is an excerpt from the company's letter to the union:

Chrysler Corp. has long maintained a policy of nondiscrimination toward applicants for employment with regard to race, creed, color, or national origin.

Adherence to this principle has resulted in individuals attaining employment on their merits. It also has enabled the corporation to obtain employees who are qualified by ability and experience.

In recognition of the practical and moral values of this policy, the corporation reaffirms its adherence to the policy. (Letter of intent, Chrysler Corp. to Automobile Workers, Nov. 2, 1961.)

Discrimination on the Job

All workers in the bargaining unit typically enjoy equal rights under the collective agreement. Over and above this obligation, however, employers and unions have pledged themselves specifically to a strict adherence to a nondiscrimination policy in applying contract terms. Such specific pledges presumably carry weight in grievance settlement and arbitration.

TABLE 4. PERSONS PROHIBITED FROM DISCRIMINATING BY ANTIDISCRIMINATION CLAUSES IN MAJOR COLLECTIVE BARGAINING AGREEMENTS, 1961

Persons prohibited from discriminating	Agreements	Workers (thousands)
All agreements with antidiscrimination clauses	307	1900.3
Persons prohibited from discriminating	226	1,446.1
Employer only	78	330.5
Union only	5	14.4
Both employer and union	143	1,101.2
No specific designation	81	454.2

NOTE: Because of rounding, sums of individual items may not equal totals.

As a rule the bar to discrimination applied to both employers and unions, although in those cases where only one of the parties was mentioned, it was usually the employer who was named (table 4). These included 15 provisions that prohibited the "employer and his representatives" or the "employer and his agents" from discriminating:

The employer agrees that neither it nor any of its officers or agents will differentiate amongst, interfere with, restrain or coerce employees because of . . . sex, race, religion, nationality, or place of origin. (Publicker Industries and Brewery Workers.)

Most of the 81 agreements that did not specifically designate whether the employer or the union was subject to the ban contained broad policy statements which, it seems, were meant to govern both parties.

Most provisions (266) specifically extended their protection to current employees. Of the 41 provisions not citing current employees, 12 dealt with hiring only. Nearly half of the remaining 29 guaranteed equal pay for equal work, and thereby covered current employees by inference:

Equal pay shall be paid for equal quantity and quality of work, without discrimination as to race, color, or sex. (Wagner Electric Co. and Electrical Workers, IUE.)

The others also left little doubt that their provisions would be applicable to employees presently on the payroll.

About three-fifths of the antidiscrimination provisions (187) pertained to specific working conditions (table 5). Although the remaining 120 stressed no particular contract condition, it is reasonable to assume that these broad statements of intent applied to all on-the-job relationships:

The policy of the company and the union is not to discriminate against any employee on account of race, creed, color, sex, national origin, or union membership or activity. (National Can Co. and Steelworkers.)

A shade more specific were 77 of the working conditions provisions which stipulated that their bars against discrimination applied to all contract conditions, as follows:

[7] See, for instance, the discussion in Sumner H. Slichter, James J. Healey, E. Robert Livernash, *The Impact of Collective Bargaining on Management* (Washington, D.C., Brookings Institution, 1960), p. 53.

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Neither the company nor the union will discriminate against any employee in the application of the terms of this agreement because of race, creed, color, or national origin. (Detroit Edison Co. and Utility Workers.)

Two clauses used a language even more sweeping:

The parties hereto agree that all workers, regardless of race, creed, sex, or nationality, shall be treated equally and justly . . . without discrimination in any respect whatsoever. (Independent Packinghouses of Philadelphia and Vicinity and Meat Cutters.)

* * *

In no instance shall there be any discrimination against or in favor of employees by reason of race, color, or creed. (Hotel Association of St. Louis and Hotel Employees.)

In a variation, certain working conditions were singled out for particular stress and then were followed by a blanket coverage of all remaining contract conditions:

The employer, either in hiring, promoting, advancing, or assignment to jobs, or [in] any other term or condition of employment, will not discriminate against any employee because of union membership or activity, sex, race, creed, color, or religious belief. (Sperry Rand Corp., Sperry Gyroscope Division and Electrical Workers, IUE.)

A rare provision covered all contract conditions, but attached a savings clause as follows:

There shall be no discrimination by either the company or the union against any employee with respect to any of the matters covered by this agreement because of membership in the union, race, color, creed, nationality [or] religious or political beliefs, provided that the company shall not be required to violate any Federal, State, or local law or regulation. (American Tobacco Co. and Retail, Wholesale and Department Store Union.)

In a number of cases, the parties specifically designated one or more contract conditions in which they particularly wanted to assure equal treatment. Fifteen agreements, for instance, stressed that there would be no discrimination in

TABLE 5. CONTRACT CONDITIONS SUBJECT TO ANTIDISCRIMINATION CLAUSES IN MAJOR COLLECTIVE BARGAINING AGREEMENTS, 1961

Contract condition	Agreements	Workers (thousands)
All agreements with antidiscrimination clauses	307	1,900.3
Agreements specifying contract conditions [1]	187	1,441.8
All provisions of the contract	77	931.1
Hiring	112	512.1
Seniority	12	136.0
Promotion, upgrading	34	106.4
Layoff	28	102.5
Discharge	25	91.1
Wages	21	83.1
Transfer	19	62.5
Discipline	16	55.1
Training	15	50.4
Job assignment	7	17.9
Hours	3	10.6
Other [2]	7	21.1
Agreements with no explicit designation	120	458.5

[1] Nonadditive.
[2] 2 provisions adopted the working conditions in the Federal or State laws that they cited; 2 cited sickness, accident, and insurance benefits; 1 designated "equality of opportunity" without defining its meaning; 1 referred to sanitary facilities; and 1 authorized full integration of all plant facilities.

training. Whether these clauses would also include apprenticeship programs could not be determined from a reading of the agreements as no provision referred to apprenticeship training as such.[8]

To assure equal opportunities to all workers, a number of provisions banned bias in promotions (34), transfers (19), or job assignments (7). Characteristically, these appeared on lists of enumerated contract conditions to which the nonbias provision applied, but on occasion they appeared separately or with other specifically designated conditions, as in the following examples:

There shall be no shifting of employees from one job to another because of race, color, creed, or national origin. (Lufkin Foundry and Machine Co. and Steelworkers.)

* * *

No employee shall be discriminated against or deprived of employment or promotion or discharge because of race, color, creed, or union membership. (Film Processing Cos. in New York and New Jersey and Stage Employes.)

Seniority plays an important role in upward, downward, and lateral movements, as well as in the order in which employees are reached for layoff. To prevent discrimination in this area, 12 provisions specifically ordered equal treatment, as follows:

Seniority shall not be affected by race, marital status, or dependents of the employee. (Twin Coach Co. and Machinists.)

* * *

[8] It should be noted, however, that although the agreement might set apprentice wages and ratios of apprentices to journeymen, apprenticeship standards (including admission) might well be set outside the agreement by national or State apprenticeship committees comprised of unions and employers. In recent months, there has been evidence that these committees have been adding equal opportunity clauses to their entrance standards. In its report of December 1, 1961, the Subcommittee on Skill Improvement, Training and Apprenticeship of the President's Committee on Equal Employment Opportunity announced that national apprenticeship committees involving the Electrical Workers (IBEW) and the Bricklayers had adopted such provisions and that negotiations were under way with other national committees. Similar clauses had already been adopted by California, Arizona, and New York State apprenticeship councils, the report noted, and moves to extend this to New Mexico and Ohio were being made.

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Seniority: No discrimination because of sex, race, religious creed, or color. Where employees are doing work in the same job classification, their seniority will be applied. (Hamilton Watch Co. and Watch Workers.)

Discriminatory layoffs were prohibited in another 28 provisions, again usually as part of a list of enumerated conditions. In one agreement, where this matter was treated separately, the following phraseology was employed:

Seniority in Layoffs: Except as specified herein, in terminating the employment of an employee, other than for good cause, the employer agrees to abide by the seniority rule, which means [that] the length of employment [shall be considered] and . . . the employment of the last employee employed by the employer shall be the first to be terminated. Age, sex, or color shall not be grounds for the termination of an otherwise qualified employee. . . . (Retail Food Market Operators of San Diego and Retail Clerks.)

Twenty-five contracts specifically eliminated discrimination as a cause for discharge, as in the following:

Discharge for Cause: The employer shall have the right to discharge any employee for good cause such as dishonesty, insubordination, incompetency, intoxication, unbecoming conduct, or failure to perform work as required. Age, sex, creed, or color shall not be grounds for the termination of an otherwise qualified employee. (Los Angeles Retail Drug Operators and Retail Clerks.)

Similarly, 16 provisions banned any bias in disciplinary action.

A few clauses focused on wages (21) or hours (3) in an effort to bar discriminatory practices in these areas. Among these were the previously cited "equal pay for equal work" provisions.

An additional seven provisions banned discrimination in a variety of other working conditions. Two, for example, adopted by inference the working conditions cited in Federal or State laws, and another two prohibited discrimination in the application of sickness, accident, and insurance benefits. The fifth established a committee to "consider and work out means of providing equality of opportunity," and the sixth stated that:

. . . all sanitary facilities, such as wash houses, toilets, etc., shall be at the disposal of all employees regardless of color or race. . . . (American Smelting and Refining Co. and Mine, Mill and Smelter Workers.)[9]

The seventh provision authorized full integration of all plant facilities:

The company shall not discriminate in favor of or against any employee or group of employees as to hours, wages, or conditions of work or grant to any employee or group of employees different terms of employment than those set forth in this agreement. Employees shall be integrated in the plant regardless of race, creed, or color. (Sun Shipbuilding and Dry Dock Co. and Boilermakers.)

Enforcement of Provisions

Antidiscrimination clauses, like other contract provisions, are enforcible through the grievance procedure. In the absence of specific bans, grievances alleging discrimination have been submitted to arbitration by invoking existing contract provisions, such as the discharge, layoff, or seniority clauses. One arbitrator has reasoned that the existence of a grievance procedure in the agreement in effect establishes the employee's right to fair, impartial, and nondiscriminatory treatment, and thus a discrimination case is arbitrable even in the absence of a specific provision.[10]

Of the 307 antidiscrimination provisions studied, only 9 stressed their enforcibility by specifically authorizing the use of disciplinary and grievance procedures. One of them empowered the employer to discipline individuals violating the bar against biased behavior, and four others (including some in major automobile agreements) outlined enforcement through the grievance procedure in the following manner:

. . . any claims of violation of this policy must be taken up as a grievance, provided that any such claim must be supported by written evidence by the time it is presented by the shop committee at a meeting with management. (General Motors and Automobile Workers.)

To avoid possible abuse of the employee's right to file a grievance on discrimination grounds, a sixth obligated the union to exercise this right in a manner that would not create "interracial problems or dissension." A seventh limited discrimination grievances to on-the-job complaints only; hiring claims were to be processed under the existing State fair employment practices law. The final two provisions stressed that unsettled discrimination grievances could be taken to arbitration under the following procedure:

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[9] This is in contrast to the following provision enforcing the segregation of sanitary facilities because of a State law: "Sanitary drinking and toilet facilities for white and colored separately must be available to all workmen in compliance with the provisions of the State Sanitary Code." (Associated General Contractors of Louisiana and Carpenters.)

[10] Goodyear Tire and Rubber Co. and Rubber Workers, 1 Labor Arbitration Reports (Bureau of National Affairs) 122 (1945).

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. . . the question as to such discrimination against such employee may be initiated by the union as a grievance . . . commencing at step 2 [of the grievance procedure], and if the parties have failed to settle such question by negotiation it may be submitted to arbitration. . . . (R. H. Macy and Co. and Retail, Wholesale and Department Store Union.)

Reported arbitration cases [11] involving claims of discrimination offer some insight into the enforcement of antidiscrimination clauses. By and large, arbitrators have held that evidence to support a charge of bias must be clear cut. From the facts developed in the hearings, said one arbitrator, discrimination must be a necessary result, not just a possible result.[12] It must not require the arbitrator to add inferences, said another, and accept their sum to find bias.[13] What constitutes clear-cut evidence, however, remains a matter of individual judgment.

Two other points made by arbitrators might be noted. The common law principle of agency was applied in one case, as follows:

Nothing in the record indicates that this discriminatory policy was known of, sanctioned, or approved by the company's top management. Nevertheless, the company must be held responsible for the actions of those of its officials who instituted and carried through this policy. The agreement was violated by those in charge of the employment office of the Chicago plant, and the company is answerable for the violation.[14]

Another arbitrator stipulated that the existence of an antidiscrimination clause would not protect a worker from a justifiable discharge.[15] The facts as presented at the hearing indicated that the grievant had a bad disciplinary record and that the flagrant violation which he finally committed was, in effect, the last straw. The arbitrator noted that a week earlier another employee of the same race had committed a similar violation, but had been disciplined rather than discharged since his record otherwise was good.

In cases in which arbitrators found discrimination, the wrong was usually redressed by ordering back pay. In one discharge case, the employee was reinstated and granted back pay.[16] Similarly, where one employee was given a disciplinary suspension of 1 week, he was paid his lost wages.[17] In layoff cases, back pay was awarded.[18] In two promotion cases, one arbitrator awarded the difference between the rate on the old job and on the higher rated job,[19] and the second ordered that the two aggrieved workers be given the first opportunity for promotion to the higher classification.[20] In a case in which discrimination in hiring was found, the arbitrator ordered the company to hire the aggrieved job applicants at the first available opportunity, with their seniority to accrue from the date on which the original employment applications were filed. Back pay was also ordered, but exact amounts were to be worked out by the parties after an investigation of each applicant's employment experience elsewhere from the date of application to the date of hiring. The arbitrator rejected a union request that he order the company to submit periodically the names of job applicants and those actually hired, on the grounds that he could not expand the employer's obligations under the contract.[21]

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[11] In the first 37 volumes of the Bureau of National Affairs *Labor Arbitration Reports*, 18 discrimination cases were published. In one, the inclusion of an antidiscrimination clause in a collective bargaining agreement was the only point at issue. A second constituted not an arbitration case, but the recommendation of a presidential emergency board urging the elimination of a racial wage differential as well as adherence to a national wage policy already existing in the agreement. Of the remaining 16, 7 involved discrimination claims in the absence of a contract provision, and 9 were cases in which the collective bargaining agreement contained such a clause. Four dealt with discipline and discharge issues, three with layoffs, four with promotions, and five with hiring.

[12] Consolidated Steel Corp. and Steelworkers, 11 Lab. Arb. 891 (1948).

[13] Rath Packing Co. and Packinghouse Workers, 24 Lab. Arb. 444 (1955).

[14] Swift & Co., and Packinghouse Workers, 17 Lab. Arb. 539 (1951).

[15] Borg-Warner and United Electrical Workers (Ind.), 17 Lab. Arb. 539 (1951).

[16] Bethlehem Steel Co. and Marine and Shipbuilding Workers, 2 Lab. Arb. 187 (1945).

[17] Goodyear Tire and Rubber Co., op. cit., p. 121.

[18] Republic Steel Corp. and Mine, Mill and Smelter Workers, 17 Lab. Arb. 71 (1951); Eagle Electric Manufacturing Co. and Automobile Workers, 29 Lab. Arb. 489 (1959); Eagle Electric Manufacturing Co. and Automobile Workers, 31 Lab. Arb. 1038 (1957). In the last of these cases, the employer had paid holiday pay, but the arbitrator awarded the difference between that pay and earnings.

[19] Tennessee Products and Chemical Corp. and Mine, Mill and Smelter Workers, 20 Lab. Arb. 180 (1953).

[20] American Potash and Chemical Corp. and Mine, Mill and Smelter Workers, 3 Lab. Arb. 92 (1942).

[21] Swift & Co., op. cit., p. 537.

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Appendix

Antidiscrimination Provisions in Selected Union Constitutions

To supplement the study of antidiscrimination provisions in collective bargaining agreements, the Bureau examined the constitutions of all unions having 100,000 or more members in 1960[22] for similar types of provisions. The 43 unions in this category represent slightly more than 80 percent of the 18.1 million members organized by national and international unions. Specific statements banning restrictions on membership because of race, color, or nationality were found in the constitutions of 20 unions, applying to more than 7 million members.[23]

As a rule, statements setting forth the union's objective to organize all eligible workers were incorporated in those sections of the constitution which deal with aims and general policies, often found in the preamble, or in sections describing qualifications for membership. Less frequently, such provisions were part of the oath of membership, or were incorporated in articles applying to particular aspects of internal affairs, such as chartering of local affiliates and election campaigns. To illustrate the variety and characteristics of these constitutional provisions, excerpts from the constitutions of the AFL-CIO and five international unions are reproduced on the following pages.

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[22] See Directory of National and International Labor Unions in the United States, 1961, BLS Bulletin 1320, p. 49.

[23] No constitution of unions in this size group—100,000 and over—restricted membership for reasons of race or color. There are, however, at present 3 unions—the Brotherhood of Locomotive Firemen and Enginemen (AFL-CIO), the Brotherhood of Locomotive Engineers (Ind.) and the Order of Railway Conductors and Brakemen (Ind.)—that maintain racial restrictions upon membership, as, for example, in the following:

> No person shall become a member of the [union], unless he is a white man, can read and write the language used in operating the road where he is employed, is a man of good moral character, temperate habits and in service as defined [elsewhere in the constitution]. (Locomotive Engineers).

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American Federation of Labor and
Congress of Industrial Organizations

ARTICLE II—Objects and Principles

The objects and principles of this Federation are:

4. To encourage all workers without regard to race, creed, color, national origin or ancestry to share equally in the full benefits of union organization.

ARTICLE VIII—Executive Council

Section 9. In carrying out the provisions of this Article the Executive Council shall recognize that both craft and industrial unions are appropriate, equal and necessary as methods of trade union organization and that all workers whatever their race, color, creed or national origin are entitled to share in the full benefits of trade union organization.

ARTICLE XIII—Committees and Staff Departments

Section 1. The President of the Federation shall appoint the following standing committees and such other committees as may from time to time be necessary. The President with the approval of the Executive Council may combine standing committees. The committees, under the direction of the President, and subject to the authority of the Executive Council and the Convention, shall carry out their functions as described herein:

(b) The Committee on Civil Rights shall be vested with the duty and responsibility to assist the Executive Council to bring about at the earliest possible date the effective implementation of the principle stated in this constitution of non-discrimination in accordance with the provisions of this constitution; . . .

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International Union, United Automobile, Aerospace,
and Agricultural Implement Workers
of America (AFL-CIO)

ARTICLE 2—Objects

Section 2. To unite in one organization, regardless of religion, race, creed, color, political affiliation or nationality, all employees under the jurisdiction of the International Union.

ARTICLE 16—Initiation Fees and Dues

Section 12. The International Union shall set aside all sums remitted by Local Unions as Union Strike Insurance Fund dues and the funds resulting shall be a special fund to be known as the International Strike Insurance Fund, to be drawn upon exclusively for the purposes of (1) aiding Local Unions engaged in authorized strikes and in cases of lockouts, and (2) assisting by donations or loans other International Unions and nonaffiliated Local Unions similarly engaged, and (3) meeting financial obligations or expenditures which this International Union or its affiliated Local Unions incur as a result of authorized strikes or in cases of lockouts, and then only by a two-thirds (2/3) vote of the International Executive Board. From the remainder of each member's monthly per capita tax, the International Union shall set aside:

2. One cent (.01) to the Fair Practices and Anti-Discrimination Fund to be expended only for the support and promotion of the programs and activities of the International Union in support of Fair employment practices and in opposition to all discriminatory practices in employment.

ARTICLE 25—Fair Practices and Anti-Discrimination Department

Section 1. There is hereby created a department to be known as the Fair Practices and Anti-Discrimination Department of the International Union.

Section 2. The International President shall appoint a committee composed of International Executive Board members to handle the functions of this department. He shall also appoint a director who shall be a member of the Union and approved by the International Executive Board. He shall also appoint a staff which shall be qualified by previous experience and training in the field of inter-racial, inter-faith, and inter-cultural relations.

Section 3. One cent (.01) per month per dues-paying member of the per capita forwarded to the International Union by Local Unions shall be used as the Fair Practices and Anti-Discrimination Fund of the International Union as provided in this Constitution.

Section 4. The department shall be charged with the duty of implementing the policies of the International Union dealing with discrimination, as these policies are set forth in the International Constitution and as they may be evidenced by action of the International Executive Board and of International Conventions, and to give all possible assistance and guidance to Local Unions in the furtherance of their duties as set forth in this article, and to carry out such further duties as may be assigned to it from time to time by the International President or the International Executive Board.

Section 5. It shall be mandatory that each Local Union set up a Fair Practices and Anti-Discrimination Committee. The specific duties of this Committee shall be to promote fair employment practices and endeavor to eliminate discrimination affecting the welfare of the individual members of the Local Union, the International Union, the labor movement and the nation.

ARTICLE 44—Local Union Committees

The Local Union shall have the following standing committees: Constitution and By-Laws, Union Label, Education, Recreation, Community Services, Fair Practices and Anti-Discrimination, Citizenship and Legislative, Retired Members, and such other committees as they deem necessary. All committees should be appointed or elected, subject to the discretion of the Local Union or shop organization in the case of an Amalgamated Local Union.

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International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers (AFL-CIO)

ARTICLE I—Objectives and Government

Purposes and Objectives

Section 2. This Organization is founded on the principle that in a democracy, good unionism is good citizenship. The purposes of this International Brotherhood are: To implement the exercise of the natural right of workers to organize that they may more securely work with dignity; to establish the contentment of freedom and security; to enable its members to participate actively in self-government; to unite into one International Brotherhood all workers eligible for membership, regardless of religion, race, creed, color, national origin, age, or sex; to secure improved wages, hours, working conditions, and other economic advantages for the members through collective bargaining, through advancement of our standing in the community and in the labor movement, and through other lawful methods; to provide educational advancement and training for officers, employees and members; to safeguard and promote the principle of free collective bargaining, the rights of workers, farmers and consumers, and the security and welfare of all the people by political, educational, and other community activity; to protect and strengthen our democratic institutions and preserve and perpetuate the cherished traditions of democracy; to protect and preserve the union as an institution and in the performance of its legal and contractual obligations.

ARTICLE 4—Membership Qualifications

Section 1. An applicant for membership in this Brotherhood shall be one who has reached the minimum working age prescribed by statutory laws, regardless of race, creed, color, sex, or national origin and who is working at some branch of the trade or employed in a shop, plant, or industrial facility where the International Brotherhood has jurisdiction at the time of making application, as provided in Article II of this Constitution. No applicant for membership shall be considered eligible who is a member of the Communist Party or of any other subversive group, or who subscribes to the doctrines of any such groups.

ARTICLE 23—Religious and Political Discussion

Section 1. All religious and partisan political discussions shall be strictly prohibited and excluded from the proceedings of the International Brotherhood and its subordinate bodies.

ARTICLE 28—Libelous Statements Prohibited

Section 11. No candidate shall circulate any campaign material containing any improper references to race, religion, national origin, or creed or containing any scurrilous, defamatory, or libelous matter.

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Bricklayers, Masons and Plasterers'
International Union of America (AFL-CIO)

ARTICLE I—Title, Object, and Powers

Section 2. The OBJECT shall be to unite into one parent body, for mutual protection and benefit, all members of the Mason Craft that work at the same who are citizens of the country within its jurisdiction, without condition as to servitude or race.

ARTICLE 12—Application for Membership

Section 2. EQUALITY.—Every member of the International Union shall stand equal before the law in his rights and privileges, and shall be entitled to all benefits and protection, providing he conforms to the rules and form of procedure herein mentioned.

ARTICLE 13—Charters

Section 1. APPLICATION FOR CHARTER.—Application for charter for a new union must be signed by at least ten bricklayers, stonemasons, cement masons, plasterers, marble masons, tile setters, or mosaic and terrazzo workers, of good standing in a community where there are a sufficient number of bricklayers, stonemasons, cement masons, plasterers, marble masons, tile setters, or mosaic and terrazzo workers to maintain a subordinate union. Under no circumstances will a charter be granted to any body of men in any city, town or village where one or more unions already exist without the consent of a majority of the other unions being first obtained, except where a local union or any or all of them have been suspended, in which case the Executive Board shall, for the protection of the rights, privileges, benefits and property of loyal members thereof, immediately grant a charter to all members of said suspended local who were not in any way responsible for the suspension of said local or against whom no charges are pending, and said local shall be the authorized local of this I. U. until the suspension of the old local shall have been passed upon by the next Convention thereafter of this International Union. Provided, always, that the convention assembled, when the circumstances of the case may require, shall authorize the Executive Board of this I. U., in specific instances, approved by two-thirds of the delegates assembled to grant such charters as the interests of this I. U. may require. But should a subordinate union refuse consent to grant a charter to a body of craftsmen simply on account of race, nationality, or religion, the Executive Board shall have power, after due investigation of same, to grant a charter to said craftsmen if, in their opinion, the reason given by the union refusing consent to grant said charter is unjustifiable, providing the applicants receive the hours and wages of that locality. Under no consideration shall the Executive Board grant said charter unless the applicants demand the hours and wages in the jurisdiction of the locality where it is to be granted, nor shall the Executive Board hereafter grant a charter to any corporate body. The grant of a charter shall be personal to those applying therefor and mentioned therein and their successors, and any charter hereafter claimed to have been granted to an incorporated body shall be absolutely null and void, and the members of such corporation shall not be entitled to any rights or benefits of this International Union until they have surrendered such charter and been granted a new charter in accordance with the International Union Constitution; nor shall any existing subordinate union hereafter become incorporated without the consent of this International Union in Convention assembled.

ARTICLE 18—Code of Offenses Against Subordinate Unions and Penalties

Section 10. A fine of one hundred dollars ($100) shall be imposed on any member or union who shall be guilty of discrimination against any member of the B., M. & P. I. U. of A. by reason of race or color.

It shall be a violation of the I. U. Constitution to write, publish, or circulate in any manner or cause to be so written, published, or circulated in any letter, newspaper, periodical, magazine, pamphlet, or any other medium any article or writing whatsoever concerning this I. U., its Subordinate Unions, or any member or officer thereof, or anyone a candidate for any office therein, for the purpose of inducing the members of this I. U., by suggestion, order, persuasion, or otherwise to discriminate against or in favor of such member, officer, or candidate because of his nationality, color, or creed. Any violation of the provisions of this paragraph will be punishable by a fine of $100.

Rules of Order

26. No subject of a religious nature shall at any time be admitted.

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United Mine Workers
of America (Ind.)

ARTICLE I—Name

This organization shall be known as the United Mine Workers of America. It shall be International in scope, and as an organization shall not be committed to or favor any particular religious creed; neither shall affiliation herewith interfere with the religious or political freedom of individual members.

ARTICLE II—Objects

First. To unite in one organization, regardless of creed, color, or nationality, all workers eligible for membership, employed in and around coal mines, coal washeries, coal processing plants, coke ovens, and in such other industries as may be designated and approved by the International Executive Board, on the American continent.

Local Union Manual—Member's Oath of Initiation

I do sincerely promise, of my own free will, to abide by the laws of this Union; to bear true allegiance to, and keep inviolate the principles of the United Mine Workers of America; never to discriminate against a fellow worker on account of creed, color, or nationality; to defend freedom of thought, whether expressed by tongue or pen, to defend on all occasions and to the extent of my ability the members of our Organization.

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United Packinghouse, Food and
Allied Workers (AFL-CIO)

Preamble

We, the United Packinghouse, Food and Allied Workers, realize that the struggle to better our working and living conditions is in vain unless we are united to protect ourselves collectively against the organized forces of the employer. We, therefore, form an organization which unites all workers in our industry on an industrial basis with rank and file control regardless of craft, age, sex, nationality, race, color, creed, or political beliefs consistent with democratic processes, and we pledge ourselves to pursue at all times a relentless and aggressive struggle to advance our interests.

We recognize that our industry is composed of workers of all nationalities, of many races, of different creeds and political opinions. In the past, these differences have been used to divide us and one group has been set against another by those who would prevent our unifying. We have organized by overcoming these divisive influences and by recognizing that our movement must be big enough to encompass all groups and all opinions. We must always be alert and ready to strike down any attempts to divide us. We must destroy the possibility of disunity through the education of our membership in the spirit of solidarity with a view to eliminating all prejudices.

ARTICLE III—Jurisdiction and Eligibility to Membership

Section B. All persons whose occupation is in the industry, as described above in Section A, or persons employed by the International Union, or a local union, or members who are employed by organizations to which the International Union or a local union is affiliated, or members who are elected or appointed to public office are eligible for membership in the United Packinghouse, Food and Allied Workers, regardless of skill, age, sex, nationality, color, religious or political beliefs or affiliations consistent with democratic principles.

ARTICLE XVI—Membership

Section D. Obligation.

Local unions shall give to each new member the following obligation:

I do sincerely promise to abide by the laws of the Union, to bear true allegiance to the principles of Unionism, never to discriminate against a fellow worker on account of creed, color, or nationality, to defend freedom of thought whether expressed by tongue or pen, and to defend and assist the members of our organization in our common effort to achieve the objects of our Union. I pledge myself to support the Constitution of the United Packinghouse, Food and Allied Workers and to obey all lawful orders of the International Executive Board.

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