SCHOOL OF LAW
CASE WESTERN RESERVE UNIVERSITY

Case Western Reserve Law Review

Volume 5 | Issue 4

1954

Labor Law--Strikes before the Expiration Date of Collective Bargaining Agreements

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not for the *Doyle* case, which remained unchanged by both courts and legislature for more than 44 years,[12] the court would have followed the result reached by the *Van Beeck* case. Such a reason should not be the basis for this unjust result and erroneous interpretation of the wrongful death statute in Ohio.

FRED SIEGEL

LABOR LAW — STRIKES BEFORE THE EXPIRATION DATE OF COLLECTIVE BARGAINING AGREEMENTS

The employees of Wilson & Co. had a collective bargaining contract with the company, expiring August 11, 1948.[1] A strike was called March 16, 1948, more than sixty days after notice had been given pursuant to both the contract terms and section 8 (d) of the Taft-Hartley Act.[2] As the strike was called before the expiration date of the contract, the court held, reversing the NLRB, that it was unlawful under section 8 (d), even though the contract did not contain a "no-strike" clause. The court thus gave a literal interpretation to the following words of the act: " . . . where there is in effect a collective bargaining contract . . . the duty to bargain collectively shall also mean that no party . . . shall terminate or modify such contract . . . (4) . . . for a period of sixty days after such notice is given or until the expiration date of such contract, *whichever occurs later.*"[3] (Italics supplied).

The Board's rationale was that the main purpose of Congress was to make certain that the sixty day cooling-off period be observed before a strike was resorted to. When Congress banned strikes for sixty days or until the expiration of the contract, whichever occurs later, Congress intended "whichever occurs later" to apply only to cases where the sixty day notice overlapped the contract's end.

The effect of the court's decision is to read a "no strike" clause into every collective bargaining agreement in cases involving the modification or termination of the contract. However, strikes for other purposes are not covered by the interpretation of 8 (d). Long term contracts will obviously be less attractive to unions, and even though they contain "reopening" clauses, labor's most effective economic weapon is rendered useless. On the other hand, the NLRB's decision would render fixed term contracts relatively meaningless in that they may be modified at any time upon sixty day notice. Until the Supreme Court settles the question or until Congress clarifies the law by amendment, there may be no strikes to modify or amend an existing collective bargaining agreement before its expiration date.

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[1] United Packing House Workers v. N.L.R.B., 210 F.2d 325 (1954).
[2] 29 U.S.C. §§ 151 *et seq.* (1947).
[3] 29 U.S.C. § 158 (d) (1947).
[4] United Packinghouse Workers v. Wilson & Co., 80 F. Supp. 563, 569 (1948).