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## Review of Drafting a Union Contract by LeRoy Marceau

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additional impetus needed for greater recognition of a public interest in the urban ecological setting. What has been assumed to date as a personal—meaning also corporate—right to befoul the metropolitan locale can no longer be tolerated.

Herber does bring scientific statistical evidence—not just abstract reasoning or unverified generalizations—to bear in behalf of the arguments made 50 to 150 years ago by pioneer urbanists such as Ebenezer Howard, Patrick Geddes, Robert Owen, and Charles Fourier. Different land use patterns based on untapped energy sources (nonfossil fuels) will result in a fresh form of urban regionalism which may give “palpable reality to the magnificent vision of the great utopians and city planners.”

One is left in a quandary as to how all this came about. To the extent that the reader is not told in what manner the author's very generalized conclusions will be implemented we are consigned, in the concluding chapter, with a utopian tract. The book's omission to wrestle with the tough question of how to give birth to the more sane and healthful world it has conceived may be beyond the author's intent but this leaves many questions unanswered. For we are left wondering what institutional arrangements—legal and governmental, for example—will have to be altered to bring about the desired consequences. Are not the current energy producers, say the oil companies whose products pollute the environment, among the most powerful interests in our society?

Nonetheless, to appreciate the magnitude of the current corruption of man's most essential resources, air and water, and the damaging effects of this desecration upon humankind one should read this pithy book. For *Crisis In Our Cities* gives us an exposition of the seriousness of the increasing array of metropolitan maladies and provokes much thought and concern for both short and long-range prescriptions.

THOMAS H. FITZPATRICK\*

DRAFTING A UNION CONTRACT. By LeRoy Marceau. Edited by Raymond E. Bjorkback. Boston: Little, Brown & Company, 1965. Pp. 321. \$12.50.

The distinguished and experienced labor law counsel to the Standard Oil Company of New Jersey has written an amazingly detailed reference work dealing with the mechanics of drafting collective

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\* B.S., University of Wisconsin; Assistant Director, Oakland County Planning Commission.

bargaining agreements. The book is almost free of substantive references. Its approach to the problem of drafting a collective bargaining agreement is not unlike that taken to composition in general by William Strunk, Jr.'s famous *The Elements of Style*.

*Drafting a Union Contract* is detailed beyond expectation, perhaps beyond necessity. It is an excellent primer for anyone setting out to become a draftsman of sizeable legal documents, whether labor agreements or not. A few of the chapter headings will make clear the microcosmic focus of the volume: "The Draftsman and his Tools," "Getting Ready to Start," "Style," "Choosing the Word," "Simplifying the Clause," "Stating a Rule," "Arranging the Paragraphs in Order," "'Places,'" "Places Within Places," and "Definition" are exemplary. It should be kept in mind that the foregoing are chapter headings and not captions of subparagraphs. Within each of these chapters the author refines his analyses still further.

It seems unfair to the craftsman of so complete a reference manual to question its utilitarian value. The question, however, presents itself and should be answered. Exactly who would use this book, and for what purpose? It is hard to imagine a student applying himself in a disciplined manner to the task of understanding the book. A practicing attorney with a labor contract drafting problem would more likely than not refer to one of the labor services with its examples of substantive language. Perhaps the book will be most used by scholars (or staff attorneys of unions or companies) attempting to draft an "ideal" collective bargaining agreement to use as a touchstone.

The author's approach to the drafting of a collective bargaining agreement is revealing both of his deep experience in the field of labor relations and of his concern (over-concern?) for detail.

Do not use "above" to designate the preceding part of the section, chapter, article, or contract as the case may be. "Above" has the defects of "hereinbefore" and, in addition, can mean "higher on this page." Instead, say "in the preceding part of this . . . . . ." and fill in the blank.

Similarly, do not use "below" to designate the following portion. Instead, say "in the following part of this . . . . . ." and fill in the blank.

His drive for succinct verbal accuracy is great:

*Don't say*  
One *may* be older than  
another

*Say*  
One *perhaps will* be  
older than another

Much of what he has to say, though, should seem utterly simplistic

to the practicing attorney, whether he be a lawyer with an active labor practice or not.

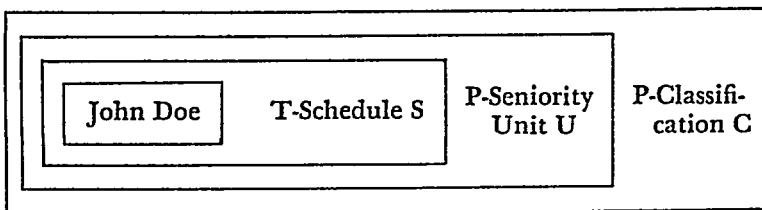
B. How should one designate the articles, chapters, sections, and sub-sections? Before describing the systems that are used or recommended, we will describe the two fundamental systems on which they are based.

1. The alternating "letter-number" system is this:
  - First, designate the principal divisions (a), (b), (c), etc.
  - Second, within (a), for example, use (1), (2), (3), etc.
  - Third, within (1), for example, use (A), (B), (C), etc.
  - Fourth, within (A), for example, use (i), (ii), (iii), etc., and so on.

The order of introducing "(a)," "(1)," "(A)," and "(i)" can vary, and the parentheses can be omitted, without essentially affecting the system.

2. The "decimal point" system is this:
  - First, designate the principal divisions 1, 2, 3, etc.
  - Second, within "1," for example, use 1.1, 1.2, 1.3, etc.
  - Third, within "1.1," for example, use 1.1.1, 1.1.2, 1.1.3, etc. and so on.

The book is strongest where it provides examples of such contractual devices as a differential chart, grievance form, schedule of disciplinary penalties, rate chart and sample table of contents. Clear and effective methods for contractually describing rather complicated situations abound. For instance, the problems of separate seniority units, super-seniority and triple incumbency are treated in a manner which should make drafting problems in those areas substantially easier to handle. The author gives this example of a triple incumbency diagram:



Labor agreements, with the exceptions of major national agreements, are usually structurally and substantively deficient. Most are so much the product of the push and pull of tiring negotiations (often engaged in by one side or the other without benefit of counsel) that they are seldom stylistically exquisite or even verbally accurate. As

anyone who has ever negotiated a labor agreement upon the expiration of a pre-existing contract knows, even the most atrocious contract language sometimes stays in a collective bargaining agreement over the years. This is so because those who must live with the contract language become familiar with that language and, no matter how faulty it may be, they are understandably reluctant to accept new language.

The fabric of labor management relations can be affected for better or for worse by the degree of clarity and accuracy of a collective bargaining agreement. It is upon the draftsman's shoulders that the responsibility for many disruptive labor disputes arising out of a misunderstanding of contractual language must be placed. At the time such language was drafted, it might easily have been made more lucid.

So long as this book is understood to be a rather idealistic approach to the very practical problem of integrating an understanding between a management and a union, it will be an exceptional drafting tool.

JOHN CORBETT O'MEARA\*

THE EMERGING CITY: MYTH AND REALITY. By Scott Greer. New York: The Free Press. 1962. Pp. 208. \$1.95.

GOVERNING THE METROPOLIS. By Scott Greer. New York: John Wiley and Sons, Inc. 1962. Pp. 149. \$2.45.

URBAN RENEWAL AND AMERICAN CITIES: THE DILEMMA OF DEMOCRATIC INTERVENTION. By Scott Greer. Indianapolis: Bobbs-Merrill Co. 1965. Pp. 201. \$5.95.

It is fitting for the new JOURNAL OF URBAN LAW to contain a review of some of the major works by the urban political sociologist Scott Greer, presently director of the Center for Metropolitan Studies at Northwestern University in Evanston, Illinois. The author brings to his reporting field experience from Los Angeles, Boston, Springfield, Tacoma, Eugene, Oregon, Little Rock, Milwaukee, New Orleans, Pittsburgh, and San Francisco, as well as in-depth analysis of consolidation reform drives in St. Louis, Miami, and Cleveland.<sup>1</sup> Thus he is no arm-chair theoretician. His outlook is primarily that of a sociologist, both in topical interest and terminology, although he is versed in the literature of location economists, urban historians, and students of urban politics.

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1. GREER, METROPOLITICS: A STUDY OF POLITICAL CULTURE (1963).