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BOOK REVIEW

THE MANAGEMENT FUNCTION: A POSITIVE APPROACH TO LABOR RELATIONS. By Leonard A. Keller.¹ Washington, D.C.: Bureau of National Affairs. 1963. Pp. 254 and appendices. \$9.75.

In this short and concise handbook, Leonard A. Keller has attempted, in a non-legal manner, to explain to management personnel the importance and risks faced in day to day labor relations. If one thesis must be selected from this book, it is that the employer's plant representative must weigh each labor relations decision carefully for its precedent effect in the plant or in the entire company.

This book is written not for the lawyer, but rather for the foreman, the supervisor and particularly the plant labor relations manager and his staff. Mr. Keller would be the first to agree that a book written in 1963 could not be a continuing legal treatise on the various subjects of arbitration, sub-contracting or contract negotiation, for the "law" in these areas has "grown" or changed since this book was written. One example of this growth in labor law is the United States Supreme Court pronouncement in *Textile Workers Union v. Darlington Mfg. Co.*,² that an employer is permitted to completely shut down his only plant even though his motive is anti-union. Nor could a book be definitive on the good faith bargaining concept of section 8(a)(5) of the Labor-Management Relations Act³ and hope to be current.⁴ Such is not a weakness of *The Management Function* for the audience sought and the purposes announced are not affected by revolutionary labor decisions of the courts or the National Labor Relations Board.

The advice given to the staff personnel in day to day plant management and the explanation of the effect and relationships created by a union agreement is invaluable.

What Mr. Keller has sought to do is to write a handbook to help indoctrinate the plant labor relations employee in the entire concept of administering a labor contract. This he has successfully accomplished. Quick deals to make peace can be and often are the undoing of productivity. The author amply illustrates these problems.

1. Partner, Keller, Thomas & McManus, Detroit, Michigan. Formerly NLRB trial attorney; Lecturer and Professor University of Michigan, School of Business Administration.

2. 380 U.S. 263 (1965); See also *Fiberboard Paper Prod. Corp. v. NLRB*, 379 U.S. 203 (1964).

3. 49 Stat. 452 (1935), as amended 15 U.S.C. § 158(a)(5) (1964).

4. See *General Electric Co.*, 150 N.L.R.B. 36 (1964), *appeal pending*.

Keller believes, and rightly so, that a contract must be strictly enforced without attrition of the employer's rights by side

deals, purposely made or made by inadvertence at a lower supervisory level. Whether this goal can ever be obtained seems, in Keller's viewpoint, to depend on the caliber and awareness of the employer's supervisors. One is left in awe by Mr. Keller's "qualified" supervisor. All employers search for such employees, if they exist.

Keller seeks in this handbook to familiarize management's personnel with the concept of labor relations. The aim of the book is achieved, not only for a novice reader, but for readers already actively engaged in the labor relations field.

It is doubtful whether management's rights exist, if unexpressed in the contract, to the extent that Mr. Keller suggests. Although the Supreme Court in *Darlington Mills* expressed the right to go out of business completely, shutting down an unprofitable plant can pose a number of difficult problems for an employer.⁵ Mr. Keller's suggestions may prove very helpful.

Without belaboring the obvious fact that labor law changes from decision to decision, Mr. Keller's book, if read for its practical approach to administering a contract and not as a definitive legal text, excellently familiarizes a reader with areas of labor disputes.

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5. See Royal Plating & Polishing Co., 152 N.L.R.B. 76 (1965) (relating to notice requirements).

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