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International Molders and Foundry Workers Union of North America was an affiliated trade union of the AFL-CIO. The union traced its roots back to the formation of the Iron Molders' Union of North America, established in to represent craftsmen who cast wrought iron metal products.

National Union of Iron Molders St. James Encyclopedia of Labor History Worldwide: William Howard Sylvis was the prominent leader of the union; some historians call him an important pioneer of the early American labor union movement. The unions of local iron molders retained nearly total independence and authority at the inception of the National Molders Union. In fact, the national body was only given authority in the areas of the "union card" and the collection of contributions for striking members. However, with the guidance and organizational abilities of Sylvis, the national union gained more central authority to direct the locals, and in the process gained the ability to finance its operations. Sylvis again was instrumental in its reformation and, ultimately, in its successful operation. England launches the First Opium War against China. The war, which lasts three years, results in the British gaining a free hand to conduct a lucrative opium trade, despite opposition by the Chinese government. American artist and inventor Samuel F. Morse successfully sends the first message via telegraph a series of dots and dashes that conveys the phrase, "What hath God wrought? Harriet Tubman escapes from slavery in Maryland. Over the next eight years, she will undertake at least 20 secret missions into Maryland and Virginia to free more than slaves through the so-called Underground Railroad. More important, it has an enormous influence on British sentiments with regard to slavery and the brewing American conflict between North and South. Leaves of Grass is published by Walt Whitman. Building of the Suez Canal begins. Retired American railroad conductor Edwin L. Drake drills the first successful oil well in the United States , at Titusville, Pennsylvania. Civil War begins with the shelling of Fort Sumter Six states secede from the Union, joining South Carolina to form the Confederate States of America later joined by four other states and electing Jefferson Davis as president. Civil War ends with the surrender of General Robert E. Lee to General Ulysses S. Grant at Appomattox, Virginia. More than , men have died, and the South is in ruins, but the Union has been restored. Event and Its Context As early as the s, iron molders workers who build iron objects, called castings, by pouring molten iron into a hollow mold in the United States were complaining of such problems as low wages, long working hours, and partial payments required to be made to company stores. Many tried to remedy their problems by forming fraternal and social organizations to help ailing members; buying and operating their own cooperative foundries; and other, mostly ineffectual, measures. The first real hint of organized activity that could rightfully be called an iron molders union was within a Philadelphia, Pennsylvania, iron foundry a workplace for casting metal such as iron in Other local unions soon followed in that same year in the cities of Boston, Massachusetts, and Pittsburgh, Pennsylvania. First Temporary Iron Molders Organizations The industrial depression that occurred in had precipitated the reduction of wages of iron molders, along with other U. Because work was scarce, employers possessed the upper hand with regards to employment. As a result, an ineffective society was formed in Philadelphia; it was composed of molders from several foundries. It survived for only a short period of time, and no unions were established for the next 10 years. In the molders in the stove foundries of Cincinnati, Ohio, were organized to counter the attempt by management to reduce wages. The labor organization was successful in preventing the wage cut, but once the problem was solved, the organization disbanded. Other new organizations were later established in New York City, in Cincinnati, and, again, in Philadelphia. All of these unions were essentially social in nature, with only traces of economic interests. They disappeared as quickly as they were formed. Then, on 16 July the first permanent iron molders union was organized in Philadelphia: He did not, however, join the Philadelphia Molders Union until , when a strike to prevent a wage reduction occurred at the foundry where he worked. After his fiery temper caught the attention of union members, he joined on 5 December and was quickly elected recording secretary of the union. Sylvis soon became active in union activities, helping to

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strengthen the union with his aggressive participation. The panic of and the depression that followed eliminated many trade unions, while others survived only by combining with similar organizations in the same trade. The condition of the Philadelphia Molders Union, like others of that era, became desperate. The expansion was fueled by the railroad industry, which had recently quadrupled its number of rails to 30, miles. Because the growth in the railroads cheapened freight costs, iron products were in huge demand. The good times for iron molders did not last, however, as foundries saw the opportunity to increase their profits by eliminating the competition through mass production. Consequently, skilled molders found themselves working alongside many unskilled workers in order to increase production. Additionally, ironworkers were often required to provide their own tools, purchase their family needs at company-owned stores, and sign contracts that withheld part of their wages until their contract was completed. As a result of these unfair conditions, unions rapidly grew during this period. As companies increased their shares of the national market, the leaders of the local unions felt bargaining powers shrink. They were ineffective in bringing about major reforms because most employers paid their workers the wage that was paid by the cheapest producer in the industry. First National Union Though he had only four months of union experience, Sylvis encouraged the Philadelphia union to coordinate activities with the other local unions. On 14 December Sylvis introduced a resolution at the Philadelphia meeting to appoint a committee to investigate the organization of a national convention. Sylvis became the secretary of the committee. Support for a national organization developed primarily due to bitter strikes between molders and foundries. Soon a national convention, coordinated primarily by the efforts of Sylvis, met on 5 July in Philadelphia. The delegation was composed of 35 delegates representing 12 local unions. The convention formed a provisional organization and drew up a tentative constitution. A second convention was held in Albany, New York, from 10 to 14 January. The representatives of more than 1, molders' 46 delegates from 18 unions' officially agreed to form the National Union of Iron Molders. The members elected Isaac J. Neall as the union president; Sylvis was subsequently elected as national treasurer and played the leading role at the convention. Sylvis voiced the words "Resolved, that this Convention do now resolve itself into a National Union. Constitution The original constitution of the National Molders Union gave limited power to the president and executive committee. Only advice could be given to local unions out on strike. Little empowerment was given to the national union by the local unions; for instance, it could do little to prevent the numerous strikes that occurred annually within the local organizations. During the second convention in the national union recommended that all strikes be discontinued. The resolution was not approved, and the National Molders Union could only urge the locals to strike after all other remedies had been tried and failed. The National Molders Union grew in members and financial strength over the next few years. In fact, by the beginning of the Civil War it was one of the best-organized and most powerful trade unions in the country. Also during this time, control of union activities began to transfer from the local unions to the central National Molders Union. Sylvis is widely regarded as the person most responsible for initiating actions to transform the loosely knit federation of local unions into a powerful central body. Strikes for better wages and improved conditions of employment became more frequent, and the outcomes were more positive for the employees. The chaos created by the Civil War also caused deterioration to both the local and national unions as foundry owners were forced to cut back on production in order to survive. In the national union was too weak to hold its scheduled convention in July. Sylvis no longer held a position within the union. He watched helplessly as the union he had so arduously worked for disintegrated, partially from the economic chaos and strikes during the Civil War, but also from a lack of effective management. Sylvis vowed he would rebuild an organization that would become strong enough to survive any crisis. Recreated as an International Union The National Molders Union became virtually extinct during the Civil War, though some local unions continued to communicate with one another, which led to talk of another national union. However, union leaders had either been killed in the war or were busy with other affairs. But Sylvis was still adamant about reviving the national union. With the endorsement of the Philadelphia molders, he called a Pittsburgh convention for 6 January. Although turnout was light, with

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only 21 delegates from 15 cities, Sylvis was elected unanimously as president of the new union. From the start it was an upward battle for Sylvis because the new international union was a mere shell with little power. But Sylvis coordinated the organization of all the committees in order to make the union an active voice of the molders. During he visited more than cities with foundries that were organized at the local level. He spoke at union meetings, explained the principles of trade unionism, sold subscriptions to the labor papers, and pleaded with local union members to support the common cause of the international union. The organizing tour increased membership and created new local unions. He also met with employers who were at odds with iron molder employees. He gained union recognition from many of these employers through a mixture of threats and conciliatory proposals. Sylvis also established the Iron Molders Journal, a monthly newspaper containing such articles as synopses of communications between local unions and editorials. Sylvis contended that the publication provided a means for strengthening the International Molders Union and giving a voice to labor. At this time Sylvis was widely recognized as the best-known labor leader in the country. At the convention, Sylvis reported that the International Molders Union consisted of local unions with nearly 10, members, about nine-tenths of the journeymen iron molders in the United States. Because of this nearly absolute control of the iron molders trade, the International Molders Union was highly respected in the union community.

Accomplishments The period during which the National Molders Union and subsequently the International Molders Union served its iron molder members was a critical one in the history of American trade unionism. Accomplishments of the National Molders Union included higher wages, shorter working days, job security through elimination of cheap labor competition, and status in the community for the workingman commensurate with his importance to society. Under the leadership of Sylvis, the National Union of Iron Molders challenged the power of the iron foundry owners. In the New York Sun declared that because of his tireless efforts at directing and organizing a national labor union, and his abilities at bringing together labor leaders, the name of Sylvis "is familiar as a household word. Local unions had been largely self-governing, fearful of giving a national union any authority.

Chapter 2 : Iron Molders' Journal archives

Conference agreements in force and ruling between the International Molders' Union of North America and the Stove Founders' National Defense Association: issued January 1, by International Molders' Union of North America (Book).

Flint glass , commonly known as "crystal", [7] was made in closed pots to protect the glass from impurities unlike green glass , and generally the flint glass workforce was more highly skilled. Highly skilled workers like glass blowers made up 15 percent of the entire workforce. A shocking 10 percent of all full-time workers made so little money they were considered absolutely destitute. Glass blowers, however, made 60 to percent more than the average worker, and were considered the "cream" of the working class. Newer glassworks tended to be better capitalized, and paid workers better. Distinct differences between glassworks in the east and west emerged, and the union created an eastern and western division in to accommodate these industry changes. One in four workers in the green glass industry was a child. The eastern District demanded one apprentice for every 15 workers, but the western District accepted two. Employers instituted a lockout against the eastern workers. The union not only won agreement on the apprentice issue but also an industry-wide agreement setting uniform wages and work rules. The agreement even listed the physical movements all workers would be expected to do. Mechanization tended to eliminate the skill differences between flint glass and green glass workers, and the two unions clashed repeatedly over who should represent glass industry workers. Bottle and fruit jar manufacturing had long been "green glass work", but now the two unions enter into a bitter dispute over who should represent workers in this section of the industry. Mechanization turned glassmaking from a skilled profession to an unskilled one. Employment and membership dropped sharply due to bad economic conditions. As more and more states and large cities adopted Prohibition laws , the need for bottles fell drastically, causing even more unemployment and membership losses for the union. By , the hand blower and hand-operated glass-making machine were nearly eliminated. Although the union had organized 95 percent of worksites employing hand-blown or hand-operated machines, it had but a single contract at an automated company. This was a major change for the union. Previously, the GBBA had adhered to a philosophy known as craft unionism , in which a narrow set of highly skilled glassworkers were organized by the union. These highly paid workers generated significant dues, and their specialized skills and homogeneous socio-economic and ethnic backgrounds made them easy to organize. But by , the union had shifted to a new philosophy, industrial unionism , in which all workers in the glass industry were potential members of the union. This included semi-skilled and even unskilled workers, such as bottle sorters, helpers, and packers. By , unskilled workers were organized in 16 different plants. Immigration from Europe to the United States almost came to a stop, eliminating a major source of cheap labor. Additionally, major production increases necessitated by the war effort led to significant wage increases, extensive overtime, and many new hires. But adoption of the Eighteenth Amendment and passage of the Volstead Act led to nationwide Prohibition in The need for glass dropped precipitously, leading to major membership losses and wage decreases. With just 1, members and the union running a large budget deficit, Maloney cut the salaries of officers and staff, eliminated staff, and canceled publication of the union magazine. By , the Glass Blowers and Brewery Workers had organized a much larger coalition of labor unionsâ€™ which included, at last, the AFL itselfâ€™ to speak out against the amendment, and they began emphasizing the negative economic, employment, and tax revenue impacts of the law. The GBBA responded with a strong organizing effort. The National Industrial Recovery Act protected union organizing activity for the first time. A conference had given the GBBA the exclusive right to organize the 12, workers in the 21 plants of the Owens-Illinois company which manufactured 60 percent of all glass containers in the U. Employers often offered double what the collective bargaining agreement required. It won, and by nearly all of the neon sign locals had left the GBBA. In , the union expanded its executive board to nine members from eight, which gave a seat to locals on the West Coast. He was succeeded by Lee Minton. Beer was now being sold in tin cans rather than bottles, and milk

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was delivered in waxed cardboard cartons. The union began organizing outside its traditional jurisdiction for the first time. The union reasoned that it was not glass that gave the union its unique nature, but blowing and molding. Subsequently, it began organizing in the fiberglass and plastics industry for the first time. Seven locals of fiberglass workers were organized in . The strike lasted 11 days, and involved 32, workers. The union won a 15 percent wage increase over three years, establishment of an industry-wide health and life insurance plan, and pension portability for workers who are at least 40 years of age, have 15 years of service, and are laid off due to automation or permanent plant shutdown. The agreement included a clause under which employers either offered a 10 percent production bonus plan or were forced to raise base wages another 20 percent. This strike lasted 51 days. Machine operators won a . However, in Local No. . The coordinating committee also encouraged union mergers. This latter effort had some success. As of , the union had just 30, members. A few years later, the union moved into the historic Witherspoon Building at Walnut Street in Philadelphia. A short time later, it rented larger quarters in the Witherspoon Building. In , the union purchased the story Lanesborough Building at South 16th Street in Philadelphia. It occupied two floors in the structure, and rented out the rest to generate income. But the present union traces its existence to and the election of Samuel Simpson as its first president. The list of presidents of the union includes: Troth - to Denis A. Hayes - to John A. Black - to Harry A. Tulley - to James E. Hatfield - to [62] Frank W. Carter - to [63] James H. Rankin - to [64] John P. Ryan - July 1, to January 26, [65] [66] Bruce Smith - January 26, to present as of [66] [67].

Chapter 3 : The International Molders Union of North America

The records, , of International Molders and Allied Workers Union of North America, Local (Anniston, Al.), consist of correspondence, financial and legal documents, minutes and printed materials from Local (white), and minutes from Local (black).

Keeler, Cincinnati, Ohio, on the brief, for appellant. Long and Milton M. Bloom, all of Cincinnati, Ohio, on the brief, for appellees. This appeal followed the entry of such judgments. Appellant operates a gray iron jobbing foundry at Hamilton, Ohio. Certain employees of the appellant working in the molding, core making, and core assembly departments and in two miscellaneous job classifications were members of Local No. The complaint alleged that on or about March 26, , the appellees negotiated a contract with the appellant with respect to wages, hours and other conditions of employment, effective March 28, , and to continue in effect until March 27, ; that Section VII of the contract provided "A. Thereafter, following motions by appellees, the appellant filed a More Definite Statement of Claim which stated that the contract was negotiated orally between a committee representing the Local and the International Union and representatives of the Company, which was then reduced to writing and presented to members of the Union, following which the appellant was notified verbally by the appellees that the contract was approved, but that the appellees thereafter refused to sign the contract. This pleading stated "The termination date of said contract was midnight March 26, Appellees denied the making of the contract with the appellant and also pleaded affirmatively, as one of several affirmative defenses, that no action could be brought upon the alleged contract under the Ohio Statute of Frauds, Sec. After the start of the trial, the appellant filed an "Amended More Definite Statement of Claim" which stated that the terms of the contract were set forth partially in a written proposal presented by the Company to the representatives of the Unions, and partially in oral statements made by the Company to representatives of the Unions; that the full terms contained in the alleged contract were set forth in the attached exhibit with certain specified changes; that none of the provisions of the contract was conditional on the signing of a written agreement; and that said contract was entered into on March 26, effective March 28, and that its termination date was midnight March 26, The evidence at the trial showed the following: The agreement between the Company and Local No. By letter of December 13, , serving as the official day notice in the matter, the Company was notified that it was the desire of Local No. The parties entered into collective bargaining negotiations in February Five meetings were held between the Company and a committee representing Local No. At a meeting on March 3, the Company presented a draft of a proposed contract, which was introduced as Exhibit This was not accepted by the employees. This was not acceptable to the employees, although the Company was notified at the time that the parties were not far apart. This was to be effective Monday March 28th. At the close of this meeting, the Union representatives advised the Company that they would present the amended proposal to a meeting of the members employed by the Company to be held on Friday night March 25th and that a Union representative would notify the Company on Saturday morning March 26th whether the proposal had been accepted or rejected. The evidence about what occurred at the meeting on March 25th and what notification the Union representative gave to the Company in a telephone call on Saturday morning March 26th is conflicting. McCune testified that he told McDaniel that the employees voted not to put the strike sanction into effect, and that the employees would begin to work under the proposed plan on Monday, March 28th, and that if it proved to be fair without a cut in wages, the agreement could be signed on Wednesday. The Company immediately began correcting the piece work price tags in order that the workers would have them when they started to work on Monday morning. The men returned to work on Monday morning and started work under the new contract rates. The new rates proved unsatisfactory, in some instances resulting in a reduction in the daily pay. At the regular weekly meeting of Local No. Negotiations were continued during the following week. On April 2, , the employees voted to strike. The strike began Monday, April 4, The motions were overruled. At the close of all the evidence, the appellees

renewed their motions for a directed verdict. The motions were again overruled, and the case was submitted to the jury following instructions by the Court. The appellees filed motions for judgment notwithstanding the verdict in accordance with their motions for a directed verdict, and in the alternative also moved for a new trial without specification of any grounds therefor. The District Judge sustained the motions for judgment notwithstanding the verdict and entered judgments for the defendants. Appellant complains of the action of the trial judge in making such Findings of Fact, in that Rule 52 of the Rules of Civil Procedure, 28 U. They will be considered on this appeal as merely indicating to the Court the reasons of the trial judge for making the ruling herein complained of. In reviewing the ruling, we will apply the established rule that upon a motion of a defendant for a directed verdict the trial judge should overrule the motion unless, viewing the evidence in the light most favorable to the plaintiff, there would be no substantial evidence to support a jury verdict if returned for him. *Dixie Ohio Express Co. Geneva Metal Wheel Co.* Although the general rule is settled that an unsigned contract can not be enforced by either of the parties, however completely it may express their mutual agreement, if it was also agreed that the contract should not be binding until signed by both of them, it is also a recognized exception that if the party sought to be charged intended to close a contract prior to the formal signing of a written draft, and such written draft is viewed by the parties merely as a convenient record of their previous contract, he will be bound by the contract actually made though the signing of the written draft be omitted. It is essentially a question of intention. The evidence was conflicting on this factual issue. The testimony of McDaniel and Rentschler to the effect that it was agreed that the contract was to be in effect upon oral notification that it had been accepted, and that the signing would follow later, was sufficient to take this issue to the jury. The trial court was not justified in making the finding that the parties fully intended that neither would be bound unless and until they signed the agreement. The Act does not so state. Since those decisions, the Act has been amended by the Labor Management Relations Act of , by which collective bargaining was defined as including "the execution of a written contract incorporating any agreement reached if requested by either party". Section d , Title 29 U. In our opinion, this contemplates valid oral agreements where neither party requests a written instrument. *Le Danne Footwear, D.* Treating the contract as one recognized by the Act, even though an oral one, the cause of action upon it arises out of a law of the United States. *Western Union Telegraph Co.* The "no-strike" clause in the agreement does not impair any constitutional right of the employees and does not defeat the jurisdiction of the National Labor Relations Board. *International Hod Carriers, Etc.* Other witnesses testified that there was much confusion, that "Everything blew up," and that no such vote was taken. This presented a factual issue for submission to the jury, whose verdict in that respect should have been accepted. We agree with the ruling. It is undisputed that the Friday night meeting was not a meeting of the Union, but was only a meeting of the employees of the appellant who were members of the Union; that the Union membership included employees of six or seven other plants in that area; that the chairman of the meeting was an employee of the Company rather than the President of Local No. The written proposal names Local No. It is a fundamental rule of contracts that a contract, in order to be binding on a party thereto, must be accepted by such party. It seems clear that Local No. We do not find the necessary evidentiary basis to support the contention that the committee of employees who negotiated with the Company, or the officers of the International assisting the committee, had any authority to bind Local No. We recognize the logic of the proposition that Local No. Appellant contends that the strike was put into effect by vote of the employees of the Company on April 2, without a meeting of the Local, and that the meeting on March 25th was equally as binding on the Union. The fact that the employees of the Company voted to strike and did so, does not mean they had authority from the Union to do so or that such action bound the Union. The argument may work more against the appellant than for it. *National Bank, 96 U.* In the present case, Local No. Nor do we consider it material that employees of the Company called for and cashed their pay checks for the work performed on Monday. They were entitled to pay for the work performed on that day at the rate in effect for that day, whether a contract for a longer period was in effect or not. Again, it was the action of individuals, not the action of the Union. The District Judge did not rule upon

the defense of the Ohio Statute of Frauds, although it was raised by the pleadings. It is strongly pressed by appellees on this appeal, and will be considered in that in our opinion it furnishes another ground for the affirmance of the judgment. In re Barlum Realty Co. Although the contract and federal jurisdiction to enforce it arise out of a federal statute, the enforcement of the right must conform to the remedy prescribed by the law of the state where the action is brought. We agree with appellant that a state statute can not change or diminish a substantive right created by a federal statute, as was the case in Hill v. International Hod-Carriers Union, 2 Cir. City of Haverhill, U. The Ohio Statute of Frauds affects the remedy only. Eldridge, 56 Ohio St. See also Hamilton v. Franklin Sugar Refining Co. Section , Ohio General Code, provides that no action shall be brought "upon an agreement that is not to be performed within one year from the making thereof" unless it is in writing and signed by the party to be charged. Such a contract would not be covered by the Statute of Frauds since the date of execution is not included in the computation. Elson, 77 Ohio S. President and Fellows of Harvard College, Mass. It filed with this amendment Exhibit 3, alleging it to be a copy of the contract entered into. Exhibit 3, however, provided that the contract was to be effective March 28, and "continue in effect until March 27, and for each succeeding year thereafter," subject to modification upon renewal. In addition to there being no evidence about a contract with a termination date of midnight March 26, , the exhibit contradicted the allegations of the Amended Complaint and was controlling. Rule 10 c , Rules of Civil Procedure; Simmons v. Federal Reserve Bank, D. This exhibit provided that it was effective March 14, and would "continue in effect until March 13, and for each succeeding year thereafter," subject to modification upon renewal. Some contention is made that since the contract terminated by March 13, , as stated in Exhibit 19, it was not covered by the statute. But obviously Exhibit 19 was not the agreement of the parties insofar as the beginning and termination dates were concerned, even assuming some agreement was made. It was a draft of a proposed agreement submitted to the Union on March 3rd, rejected by the Union at that time, resubmitted with some modification on March 17th and again rejected, and again used as a basis for negotiations at the meeting on March 24th without taking the trouble to change the dates contained therein, although both parties understood that they were outmoded and not applicable to the current negotiations. Accordingly, we rule as a matter of law that Exhibit 3 controls the termination date of the contract. Rules 10 c and 15 b , Rules of Civil Procedure. Appellant contends that the words "until March 27, " as used in Exhibit 3 are words of exclusion with the result that the contract terminated at midnight March 26th. The general rule appears to be that the word "until" is usually a term of exclusion, but will be treated as a word of inclusion if such was the intention of the parties.

Chapter 4 : Indiana Memory: Mooney, Thomas J.

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Chapter 7 : International Molders' and Allied Workers' Union - Social Networks and Archival Context

By: International Molders and Allied Workers Union. Published: () The Specialty worker of the International Printing Pressmen and Assistants' Union of North America. By: International Printing Pressmen and Assistants' Union of North America. Published: () Proceedings of the convention of.

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International Molders and Foundry Workers Union of North America was an affiliated trade union of the www.nxgvision.com union traced its roots back to the formation of the Iron Molders' Union of North America, established in to represent craftsmen who cast wrought iron metal products.

Chapter 9 : Glass, Molders, Pottery, Plastics and Allied Workers International Union - Wikipedia

International Molders and Foundry Workers Union of North America, Local , Aflcio, by Wilmer Sheekard, District Representative and Trustee and Litem v.