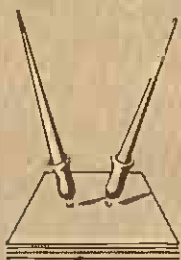




WHITE

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17

New Election in Wake of GE's Tactics

Pension Expert Addresses Northeastern Conference



Martin E. Segal, leading consultant in the health, welfare and pension field, addressing the Northeastern Organizational Conference in New York City on April 11.

Northeastern Conference Hears Welfare, Pension Plans Discussed

The regularly scheduled meeting of the Northeastern Organizational Conference was held in the Hotel Lexington on Saturday, April 11th.

Locals from Maine through Washington, D. C. were represented at a most interesting Conference meeting.

The highlight of the Conference was a talk by Martin E. Segal, one of the leading consultants in the health, welfare and pension field in the United States. Mr. Segal's firm represents numerous International and Local Unions throughout this country and Canada.

Mr. Segal presented the basic steps for the establishment and administration of health, welfare and pension plans. He explained in detail the reasons for bilaterally administered plans as opposed to employer unilaterally created and administered programs.

He noted that unilateral employer plans are inadequate in terms of benefit structure. Many of them have undue restrictions as to eligibility for coverage, some requiring six months of employment or a year of employment.

Many of them make no provision for continuation of benefits through periods of unemployment or layoffs.

In addition, some of these plans, while contributed to by the employer and the employees jointly, hold special tax advantages for employers but dividends accrued to the fund are used by the employer to reduce his own contributions. In Union-Employer administered funds, rebates to the fund because of experience are used for purposes of providing additional benefits or for extending present benefits. In the latter instances, the representatives of the Union and representatives of the employer must, of necessity, make joint decision with respect to the fund. In instances of employer established and administered funds such decisions are made only by the employer and usually not to the advantage of the employees covered.

Mr. Segal pointed out that it is possible for more than one Local Union to participate in the same fund. In other words, in a given area, it may not be feasible for one employer and one Local Union to establish such a fund. It is to the advantage of all concerned to have multi-employer and, sometimes, multi-Union funds.

He pointed out that the larger the fund, the lower benefit costs. In smaller funds, for example, those

with less than 25 employees, insurance companies insist on medical examinations for those covered. The insurance companies reserve the right to reject employees in smaller funds. The cost of administering a smaller fund is much greater than a larger fund. In the larger funds, the insurance companies involved require a much smaller retention figure and the fund office costs are lower.

Mr. Segal emphasized the collective bargaining and organizational advantages which go with Union-employer administered funds. It is a simple matter to ask a newly organized employer to contribute "x" dollars into an established fund. In these instances, it is possible to let employees and employers know exactly what benefits will accrue to the employees covered.

It was pointed out in the question and answer session that employers not covered cannot obtain the same benefits without paying substantially more for such benefits. In the larger multi-employer funds benefit costs are substantially lower.

Vice President Nicholas Juliano, at the request of the International Union Executive Board, prepared a pilot educational program for the

(Continued on next page)

Company Wines and Dines Employees on Day of Vote

A recent National Labor Relations Board election among the employees of the General Electric Supply Company at Atlanta, Georgia has been set aside based on the objections of Vice President Bloodworth to the conduct of the employer previous to and during the election.

After a vigorous organizational campaign by the OEIU among the employees of this company, the National Labor Relations Board directed an election to be held on March 12, 1959.

In an all out effort to convince the employees they should vote "no Union," the employer went to great lengths to appeal to these employees on the grounds that it was a friendly company.

Bar Is Set Up

When management representatives were unable to convince the General Electric Supply employees that they would be better off without a Union, they waited until the day the election was scheduled and that morning set up a bar in the office and served drinks to the employees eligible to vote in the election. To further convince the employees that this was no accidental celebration, the company hired a professional bartender to serve whatever type of drink each individual employee requested. So far, the OEIU has been unable to ascertain whether or not this was a Union bartender.

The employees were told by management that it would not be necessary for them to perform their normal duties in the office and they may join in the festivities because it was the day of the National Labor Relations Board election.

By the time the polls opened the party had reached a pitch which, according to the NLRB Field Examiner, created an atmosphere which "was not conducive to a free and untrammeled election."

Carnival Spirit Prevails

As could be expected, these employees voted against representation by the Office Employees International Union. Although the OEIU has lost other elections, never has the atmosphere been so gay as in this one.

Following this election, Vice President Bloodworth filed timely objections to the conduct of the election. During the investigation by the National Labor Relations Board, it was stipulated by the representative of the company that the above referred to party did take place with the knowledge and consent of the employer.

The following is an excerpt from the Board's decision and direction of a new election:

"The investigation disclosed that on the day of the election and before the election was held, many employees drank intoxicating beverages on Company property and with knowledge of the supervisors, and that many employees engaged in acts of merrymaking and frivolity. Employees were permitted to refrain from their normal work activities and to engage in the drinking and merrymaking. Neither the Employer nor the Petitioner contest this finding and they have stipulated that the election be set aside and a new election be held. Furthermore, they have waived any right to file exceptions to this report and to a hearing in the matter."

The Board has now ordered a new election to be held prior to May 15, 1959.

The Office Employees International Union urges the General Electric Supply Company employees to give sober consideration to this new opportunity to be represented by the Office Employees International Union.



Delegates to the Northeastern Organizational Conference lent close attention to the proceedings.

WHITE COLLAR

Official Organ of
OFFICE EMPLOYEES INTERNATIONAL UNION
Affiliated with the AFL-CIO

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Meany's Reply to Bank

THE First National City Bank of New York recently took upon itself the responsibility of endorsing "right to work" laws.

President George Meany of the AFL-CIO immediately replied that a bank has no right as a public institution to involve itself and the funds of its depositors in legislative debate. Meany further stated that the First National City Bank's letter endorsing "right to work" laws is a violation of trust, particularly since the bank's arguments for such legislation are a most unscholarly collection of myths and half truths about the American labor movement.

President Meany pointed out that many depositors of the First National, the third largest bank in the United States are trade union members and it is wrong for the bank to propagandize for legislation which workers through unions have opposed.

In other words, he stated the First National City Bank is using depositors' money to orate on legislative issues which may harm those same depositors.

It is both noteworthy and proper that President Meany saw fit to remind the First National City Bank of their responsibility.

Only Labor Cleans House

ROBERT KENNEDY, Chief Counsel for the McClellan Committee, in a talk delivered in Cleveland recently said that Bar Associations and employer groups have taken no action towards cleaning up their own bad practices.

Kennedy told his fellow lawyers that "many of the shady agreements uncovered by the Committee were worked out by lawyers."

Said Kennedy. "Attorneys have appeared before our Committee and have taken the 5th Amendment, but there has been no action by any Bar Association. No group can point a finger at labor and say you are at fault."

C. O. P. E., in reporting this speech of Mr. Kennedy, stated that his words received very little attention outside the city of Cleveland.

In other words, the press is reluctant to publicize anything that might reflect poorly on management. This reluctant attitude disappears when labor is involved.

We believe much attention should be given to Mr. Kennedy's comments.

The Forand Bill

REPRESENTATIVE AIME J. FORAND of Rhode Island has introduced a bill known as H. R. 4700 which provides for certain medical and hospital benefits for social security beneficiaries.

Representative Forand deserves much praise for this proposal to alleviate important difficulties facing the aged. Three-fifths of all people 65 years and over had incomes of less than \$1,000 a year in 1956 and 1957.

It is apparent, therefore, that these people cannot turn to private insurance in accordance with the contention of the medical societies. In most instances, their only recourse at the present time is public assistance or other forms of public welfare, only after their savings are exhausted. This alternative destroys the dignity of many men and women in their later years.

In effect, the provisions of the Forand Bill will provide for a type of prepaid insurance under the social security system.

Secretary of Health, Education and Welfare Fleming made public a comprehensive report which supports labor's claims that retired workers cannot afford the rising costs of medical care.

George Meany, AFL-CIO President, states: "Our members

Requirements for Federal Disclosure Act

Now that the March 31 deadline for meeting the first requirement of the Federal Welfare and Pension Disclosure Act, registration, has passed, welfare and pension funds must prepare to meet the second requirement, filing Form D-2—the annual report. (The Department of Labor expected a minimum of 250,000 registration filings, with a possible 500,000 maximum.)

Form D-2 must be filed with the Department of Labor within 120 days after the end of the plan's fiscal (or policy) year, beginning with the year ending on or after January 1, 1959. It is important to note that plans operating on a calendar year basis will have closed their last year on December 31, 1958, and so will not have to file their Form D-2 until 120 days after December 31, 1959.

The annual report must be filed by all employe welfare and pension plans set up by employers engaged in interstate commerce, or in some activity affecting interstate commerce; and by plans set up by, or with the participation of, a union representing workers engaged in interstate commerce or affecting interstate commerce. This definition is so broad as to include almost all employe benefits programs—with the exception of:

- plans covering less than 26 employes;
- plans administered by a government agency;
- plans set up only to meet the provision of a workmen's compensation law, unemployment insurance law, or a disability benefits law;
- plans administered by certain types of fraternal or charitable organizations.

Every annual report filed in fulfillment of the requirements of the Federal Disclosure Act must include the following information:

- The amount contributed by the employer or employers.
- The amount contributed by the employes.
- The amount of benefits paid or otherwise furnished.
- The number of employes covered.
- A statement of assets, liabilities, receipts and disbursements.
- A statement of the salaries, fees and commissions paid by the plan; to whom; and for what purposes.

If some or all of the benefits under the plan are provided by an insurance company or service organization (for example: Blue Cross), the following additional information is required:

The premium rate or subscription charge.

The total premiums or subscription charges paid to each insurance carrier or service organization.

The approximate number of persons covered by each class of benefits.

If the insurance or service contract is experience rated, add this information:

Dividends or retroactive rate adjustments, commissions, administrative service fees, other special acquisition costs, paid by the carrier or service organizations.

Any amounts held to provide benefits after retirement.

The names and addresses of all brokers, agents, or others receiving commissions or fees; the amounts paid them; and for what purpose.

If the insurance company or service organization does not keep separate experience records for the plan, include:

A statement as to the basis of its premium rate or subscription charge; the total amount of premiums or subscriptions received from the plan; and a copy of the carrier's or service organization's financial report.

A statement of any specific costs in connection with acquiring or retaining the plan.

If the plan is not funded (on a pay-as-you-go basis) the report will include only:

The total benefits paid.
The average number of employes eligible for participation during the past five years, broken down by year.

Pension plans funded through a trust must report:

The type and basis of funding.
The actuarial assumptions used.
The amount of current and past service liabilities.

The number of employes covered by the fund, retired and non-retired.

A statement of the assets of the fund and how they are invested.

A detailed list of the cost, present value, and percentage of the total fund of all investments in securities or properties of the employer contributors to the fund, the union of the employes covered by the fund, or any officer, trustee or employe of the fund.

A detailed list of all loans made from fund money to an employer contributor, union, officer, trustee, or employer of the fund; including the terms

and conditions of the loan.

If the plan is funded through a contract with an insurance carrier, the following information must be added:

The type and basis of the funding.

The actuarial assumptions used in determining payment of benefits.

The number of employes covered by the insurance contract, both retired and non-retired.

The amount of current and past service liabilities not completely guaranteed by the insurance company.

The amount of reserves accumulated under the plan.

If the pension fund is not funded, the report should include the total benefits paid to retired workers during the past five years, broken down by year.

According to the Disclosure Act, Form D-2 must be filed by the administrator of the covered plans. This descriptive—"administrator"—has a special meaning under this law. It does not necessarily refer to the person having that title within a plan, or to the manager or other person hired to run the fund. The law defines "administrator" as the person or persons named in the plan or collective bargaining agreement as having real control of the money coming into the fund. Thus, under this definition, the trustees of most plans, as a group, would be the "administrator," since they have the power to receive, invest, and pay out the funds contributed. Regardless of whether the trustees delegate some of their authority to a bank or insurance company or fund manager, they are the "administrator" under the law if the agreement setting up the plan gives them ultimate control over the spending of the money. Therefore, in most funds, the trustees must have Form D-2 prepared, must sign it, and must swear to its truth.

The U. S. Department of Labor has prepared packets containing three copies of Form D-2 and instructions. These are available from the Department's Bureau of Labor Standards, Welfare and Pension Reports Division, Washington 25, D. C., or local offices of the Bureau. However, use of Form D-2 is not obligatory under the law. A fund may elect to file its report in any form it chooses, so long as the required information is given.

Dilbert Bros. Supermarket Agreement Renewed

New York, N. Y.—The office and clerical employes of the Dilbert Supermarket Chain have unanimously ratified a contract negotiated for them by Shop Steward Ruth Scherer and Business Representative John Fleming. The new agreement calls for an across-the-board increase of \$5 per week. A new classification system will go into effect as of May 1 and will include automatic increases every 6 months from the minimum to the maximum of the rate range. In addition to this, the employes will be covered by the Local 153 Welfare Fund as of May 1 entitling them to comprehensive medical care and in addition on the anniversary date of the contract their dependents will also be covered for the comprehensive home and office care feature of the Local 153 Plan.

In addition to this, the employes, on next January 14, will receive a cost-of-living adjustment based upon the difference between the January 1959 and January 1960 figures, if there is an increase in the cost of living. There will, however, be no adjustment in the event the cost of living declines.

Northeastern Conference

(Continued from page 1)

afternoon session of the Conference meeting.

Delegates were divided into three groups. These groups worked with questionnaires dealing with administrative, servicing and organizational problems. After the Conference resumed its plenary session, reports were made by representatives of all three groups. All of these reports contained recommendations to the Conference on the above-mentioned subjects.

International Vice President Wallace, Conference Organizers Manning, Fitzmaurice and Milling reported on their activities throughout the Conference area.

H. B. Douglas, director of organization, gave a run down on organizational activities throughout the United States and Canada.

Secretary-Treasurer Hicks enlightened the delegates on plans for the coming convention.

President Coughlin reported to the Conference meeting on the problems of the International Union as a whole.

Thomas Flynn of Boston Local 6 and Edward Springman, International Vice President of Philadelphia Local 14 were unanimously re-elected as president and secretary-treasurer of the Conference respectively.

want high quality medical services, both before and after retirement, and are willing to pay for them on a budgeted prepayment basis during their years of employment."

It is our feeling that the Forand Bill should be judged on the basis of need and it should not, under any circumstances, become a matter for political partisanship.

PRICES AND THE COST OF LIVING IN CANADA

Consumer Price Index February 1959

Declining for the third successive month, the consumer price index (1949=100) moved down, declining 0.3 per cent from 126.1 to 125.7 between the beginning of January and February. It was still two full points higher than at February 1, 1959.

The decrease resulted largely from a drop of almost 1 per cent in foods; the other four group indexes recorded little or no movement. The shelter and other commodities and services indexes were both unchanged, the clothing index was down moderately, and the household operation index edged up slightly.

The food index moved from 122.3 to 121.2 as lower prices were reported for a variety of items including eggs, coffee, lard, citrus fruits, and some fresh vegetables. Beef prices were down slightly on average, to register the first break in the sharp climb that has occurred in recent months. Pork prices increased slightly.

The shelter index was unchanged at 140.2 as both the rent and home-ownership components remained at January levels. The rent index, which has shown an increasing tendency to level off, was unchanged for the third successive month.

The other commodities and services index was also unchanged at 133.4 as slight price increases for pharmaceuticals, hospital rates, tobacco and personal care items were balanced by a decline in prepaid health care. This latter movement took into account a measurement of price change resulting from the recently introduced federal-provincial hospital plans.

The clothing index, as in January, reflected sale prices, particularly for a number of items of women's and children's wear, which carried the clothing component from 109.2 to 108.8.

The household operation index increased from 121.8 to 122.0 as fractionally higher prices were recorded for fuel oil, coal, and household supplies; some furniture and textile prices were up from January sale levels.

The index one year earlier (February 1958) was 123.7. Group indexes on that date were food 119.9,

shelter 136.9, clothing 108.8, household operation 120.8, and other commodities and services 129.5.

City Consumer Price Index, January 1959

Consumer price indexes (1949=100) were lower in four of the ten regional cities between the beginning of December 1958 and January 1959.

Indexes declined 0.3 per cent in both Montreal and Winnipeg, 0.2 per cent in Toronto and 0.1 per cent in Ottawa. In three cities, indexes were at higher levels: up 0.1 per cent in Saskatoon-Regina, 0.2 per cent in Vancouver and 0.4 per cent in Halifax. Halifax price changes reflected, in part, the introduction of a 3 per cent sales tax in Nova Scotia. Indexes for St. John's Saint John and Edmonton-Calgary were all unchanged.

Food indexes showed mixed results. Four city indexes experienced declines of 0.1 or 0.2 per cent, two indexes were unchanged and four indexes recorded increases ranging up to 0.5 per cent. The shelter indexes were unchanged in five regional cities and rose fractionally in the other five. The household operation indexes were lower in five cities, higher in four and unchanged in St. John's. Other commodities and services indexes were down in six cities, unchanged in two, and increased in the other two. Clothing indexes were lower in seven of the ten cities, unchanged in two; the Halifax index was up.

Regional consumer price index point changes between December and January were as follows: Montreal—0.4 to 126.5; Winnipeg—0.4 to 123.6; Toronto—0.2 to 128.9; Ottawa—0.1 to 126.4; Halifax +0.5 to 124.8; Vancouver +0.13 to 128.1; Saskatoon-Regina +0.1 to 122.8; St. John's, Saint John and Edmonton-Calgary remained unchanged at 122.6, 126.7 and 122.5 respectively.

Wholesale Price Index, January 1959

The general wholesale index (1935-39=100) recorded a further advance in January, from 229.1 to 229.7. Five of the group indexes moved higher; the other three declined slightly.

Animal products moved from 253.7 to 255.6, wood products from 298.5 to 300.6.

Group Health Insurance Salesmen Negotiate New Two-Year Agreement

New York, N. Y.—Negotiations on behalf of the Group Health Insurance salesmen have concluded after protracted negotiations over a period of two months. The end result of the negotiations, ratified unanimously by the members concerned, made the long drawn out negotiations more than worthwhile. The terms of the new agreement call for a \$10 per week across-the-board increase this year plus an additional \$5 per week across-the-board increase next year and in addition a \$5 per week guarantee against the 1960 bonus. In addition to the increase for this year, Group Health Insurance sales figures indicate that the bonus negotiated previously for the salesmen will return to the men an additional 15 per cent of salary bonus payment for the year 1959.

The negotiating was also successful in adding new language to the contract providing for an equitable distribution of the work load and an equitable distribution of new leads. An interesting feature of the negotiations was that at least five totally different systems of remuneration were proposed and explored by either the Company or the Union before the final method of compensation was arrived at.

The Negotiating Committee consisted of Manning Isaacs and Louis Pizer, who is also an Executive Board Member of Local 153 from Group Health Insurance and Business Representative John Fleming lead the negotiations for the salesmen.

Another Medical Group Joins Up

New York, N. Y.—the employees of the East Nassau Medical Group won a Union Contract after attempts at unionization for nearly a full calendar year.

The employees initially selected as their bargaining representative Local 1199 of the Drug Store Employees Union.

This union entered into negotiations with the medical group with certain fixed demands which they proposed on behalf of the Union despite the desires to the contrary of the employees involved. After negotiations remained at a stalemate for a number of months, the employees asked Local 153, which had already successfully negotiated contracts at four other medical groups to step in and represent them. Local

153 took the position that they would only represent the employees for purposes of collective bargaining if 153 was certified as the sole collective bargaining representative of the employees by the State Labor Relations Board.

Local 153, therefore, filed a petition requesting certification by the Board.

Informal conferences and formal hearings followed. During the course of the conferences and the formal hearings, Local 153 suggested that the issue could best be resolved by naming all three parties on the ballot; that is, Local 153, Local 1199, and "no union" and letting the employees make the final determination. The State Board found Local 153's position to be sound and directed that an election be held incorporating 153's suggestion that Local 1199 might appear on the ballot if they so desired.

The Drug Clerks Union, however, aware of the sentiments of the employees declined to appear on the ballot and instead filed unfair labor charges at the Board. The charges were investigated and dismissed by the State Board. An election was finally conducted in December and at that time the employees voted overwhelmingly to be represented by Local 153.

Negotiations were begun immediately and many hours were spent in an attempt to iron out the many problems which had arisen during the period of time in which the issue of bargaining rights was undecided.

After the sixth session and after voting to reject Management's initial offer, an agreement was finally hammered out which calls for a \$5 per week across-the-board increase plus the incorporation of the classification system which had previously been agreed to in the other medical centers. This system calls for automatic increases every six months from the minimum to the maximum of the rate range.

In addition to this the contract will be reopened in nine months to consider an adjustment of the maximums of the rate ranges of the classification system.

The contract, which runs for a period of eighteen months, will also contain all of the protections and guarantees which have been won for the other medical center employees; that is, job security, 37 hour week, 10½ paid holidays, 3 weeks' vacation after 3 years of service, and 12 days sick leave per year. The contract was negotiated by an employee committee consisting of Mildred Flashenberg, Betty Scott, and Ruth Miller in conjunction with Business Representative John Fleming.

OEU Member Central Body Official

Mrs. Helen D. Sterling, secretary-treasurer and business representative of OEU Local 325, Fort Wayne, Ind. is also the financial secretary of the Allen County Central Labor Union, AFL-CIO having been elected to that position upon the merger of the AFL and CIO central bodies last November. She is the only employed officer of the Central Labor Union, but still finds time to devote to organizing office employees. She was a delegate to our Minneapolis convention and has again been chosen to represent Local 325 at Montreal.

Employees of Two Offices Join OEU

Oakland, Calif.—The office employees of Gold'n Rich Corporation, Berkeley and Homestead Bakery, Oakland, have joined Local 29. Gold'n Rich is now a party to the milk agreement and Homestead has signed the standard wholesale bakery contract.

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Canadian Corner

By LLOYD CHAPMAN

President, Canadian

Organization Conference



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Local 110 Renews Agreement With Electric Reduction

Negotiations have been successfully concluded on behalf of Local 110 members employed by the Electric Reduction Company of Canada, Ltd., located at Buckingham, Quebec.

This agreement, effective November 15, 1958, represents the second signed agreement for this group. In the two-year agreement, the first year provided a general increase of \$4 per week to all employees covered by the contract and a further \$3 per week increase for the second year. The minimum hiring rate was increased from \$48.95 per week to \$53 per week for the first year and to \$56 for the second year.

The overtime clause which allowed for time and one-quarter was adjusted to time and one-half. Further benefits for shift workers and employees called in to work outside normal hours were gained.

Within one year from the date of the signing of this agreement, the company has agreed to table with the Union data concerning the insurance plans presently in force.

The Union Negotiation Committee consisted of Nelson Beauregard, Robert C. Munro and Guy Char-

cite. They in turn were ably and effectively assisted by International Organizer Romeo Corbett.

Canadian Standard of Living Drops

According to a White Paper released recently, it was indicated that there has been a slight fall in the Canadian standard of living.

Wages did not keep up with the rising cost of living. Unemployment reached a post-war high and many important exports declined.

At the same time, however, the gross national product of Canada, which is the sum of all goods and services produced, was 3 per cent higher than was forecast in last year's budget. It rose by \$778,000,000 over 1957 to a record of \$32,200,000,000. It is estimated that a portion of this rise was the result of an increase in the cost of production and services.

During the fiscal year 1958-1959, it is estimated that Canada will have a budget deficit of \$616,600,000. This is a record peacetime deficit and compares with a deficit of \$38,000,000 a year ago.

Court Criticizes NLRB On Jurisdictional Cases

NLRB's notion of its function in jurisdictional dispute cases comes in for criticism by another federal court. When the Board mixes in a dispute between two unions over which should get certain work, the U. S. Court of Appeals at Chicago says it must decide which union is right. A similar position was taken recently by the Appeals Court in Philadelphia.

The Taft Act makes it an unfair practice for a union to attempt by picketing or striking to force a company to give work to one group of workers rather than to another. Before passing on a charge that such an unfair practice is being committed, however, the NLRB is directed to "determine the underlying dispute" unless the parties "have adjusted, or agreed upon methods of voluntary adjustment of the dispute." The unfair practice charge is tossed out if the parties comply with the Board's determination or if there is an adjustment by voluntary methods.

NLRB's normal practice in determining a dispute is to ask this question: To which union has the company assigned the disputed work? It then rules that the other union may not strike or picket in order to force the company to change its work assignments. Industry practice or history, union charters, prior jurisdictional awards, and other factors normally considered by arbitrators mean nothing to the Board. If a union doesn't comply with its determination, the Board cranks up a regular unfair practice case.

NLRB itself readily concedes that this means jurisdictional disputes are usually settled by what the company does, not by the Board. But making a positive ruling that one union rather than another is entitled to particular work, the Board thinks, would amount to giving the former union a closed shop. And this would violate the Taft Act's express ban on closed shops.

In the case before the Chicago court, NLRB had determined that the Carpenters were not entitled to demand that a contractor on a construction project assign disputed wooden tank work to them rather than to the contractor's own employees, who were members of the Coopers. The Board did not make an affirmative award of jurisdiction to the Coopers. When the Carpenters failed to comply with its determination, NLRB held them guilty of an unfair practice and ordered them to cease and desist.

The Appeals Court declines to enforce the order because it figures the Board should have made a clear and specific ruling on who should do the work. Merely deciding that the Carpenters weren't entitled to it wasn't enough. An affirmative award of jurisdiction was required both by the Board's own rules (since rewritten) and by the Taft Act.

Now that two Appeals Courts have taken issue with its position, NLRB may have to reconsider its policy of not making outright

(Continued on next page)



from the desk
of the

PRESIDENT

HOWARD COUGHLIN



The National Labor Relations Board has slowly but surely in the last few years infringed on a Union's right to organize or to picket when economic sanctions are considered necessary.

Free speech on the part of the employer has been broadened to the point where he can ask an employe whether or not he is a member of the Union and openly oppose the Union as long as he does not come right out and threaten his employes with loss of employment if the Union becomes the collective bargaining agent.

The employer, for example, can say that the public will lose confidence in his business and that he will be forced to go out of business if his employes are organized. Twenty-five hours before the election is held, he can hold a captive audience meeting on his premises and lie about the Union's intentions to his heart's content.

In all of these instances, the National Labor Relations Board will uphold his right to so act. The present Board has gone even further and, in effect, is legislating.

For example, there are bills pending before the Congress of the United States today which would prohibit a labor organization from picketing where such labor organization has not proved that it represents a majority of the employes in the collective bargaining unit involved.

These bills are being opposed by many members of the Senate and the House because of the infringement of this possible legislation on the free speech provisions of the Constitution. In addition, they are designed by those introducing the legislation to hinder organized labor in their right to organize the unorganized.

The National Labor Relations Board, however, in a case involving the United Hat, Cap & Millinery Workers and the Louisville Cap Company, decided to make their own laws and issued an injunction against that Union and restrained it from picketing the company in question.

The National Labor Relations Board issued this injunction despite the fact that nothing in the Labor Management Relations Act of 1947 gives it such a right. Obviously, if those legislators introducing legislation designed to eliminate picketing for recognition thought that the law contained such prohibitions, they would not bother to amend the Taft-Hartley Act for purposes of incorporating such limitations.

Worse still, the National Labor Relations Board at the behest of the Curtis Bros. Company and the Alloy Manufacturing Company, in two different parts of the country, issued similar injunctions.

In the instance of the Curtis Bros. Company case, the Court of Appeals in the District of Columbia, reversed the NLRB ruling and set aside the injunction.

In the case of the Alloy Manufacturing Company, the 9th Circuit Court of Appeals at San Francisco also reversed the Board's ruling and threw out the restraining order. The Board paid little heed to these Court decisions.

In order to establish the fact, however, that they were violating the law in issuing the injunction in the Louisville Cap Company case, the Board stated that it disagreed with the decisions rendered by two separate Courts of Appeals in the Curtis Bros. Company case and the Alloy Manufacturing Company cases and, in effect, was proceeding as if no such decisions were rendered.

The AFL-CIO has indicated its support for the Kennedy Bill advanced in the Senate. This bill provides for certain restrictive reform legislative proposals.

The AFL-CIO agrees with Senator Kennedy that amendments to the Taft-Hartley Act should be discussed as separate legislative proposals.

AFL-CIO legislative representatives and legislators interested in fair play should give serious consideration to the distortions of existing legislation practiced by the National Labor Relations Board. In addition, much thought should be given to ways and means of granting quick judicial reviews of NLRB decisions.

Unfortunately, for Unions involved, it is necessary to go through 3 to 5 years of court appeals before a bad decision is set aside.

Why Registration Is Important

In 1958, one-third of the successful candidates for the U. S. Senate and almost one-fourth of the winning candidates for the U. S. House of Representatives won election by a majority of less than five per cent of the vote.

One Senator, Frank Moss of Utah, who was endorsed by COPE, won a three-way race with only 38.7 per cent of the vote.

Eleven representatives—including George Kasem of California, Harris McDowell of Delaware, Earl Hogan of Indiana and Tom Johnson of Maryland, all of whom were supported by COPE—won their seats with majorities of less than 1,000 votes.

Financial Help All-Important

All of the 12 senators and 105 representatives who pulled through by less than 55 per cent of the total vote can trace their winning margins largely to the amount of financial help which they received from their friends.

Put another way, if their supporters had not helped them as much as they did—although in some cases the help was precious little—it is extremely unlikely that they would have won. In many cases a few extra dollars meant the difference between victory and defeat.

That's because campaigning—making yourself known to the people and telling them where you stand on the issues—costs money. Radio and TV appearances, travel, billboards, telephoning, clerical help, publicity, advertising, handbills—all of these have to be paid for. They're not "for free."

Senators Squeeze Through

Take some of the victorious senatorial candidates whom trade unionists helped by voluntarily contributing a buck apiece and who won by narrow margins.

Who knows but what Moss, Ernest Gruening of Alaska, Phil Hart of Michigan, Eugene McCarthy of Minnesota, "Pete" Williams of New Jersey, Steve Young of Ohio or Gale McGee of Wyoming would have lost instead of having won if AFL-CIO members had not helped with their dollars as well as their votes? (Of those seven, Hart received the highest percentage of votes—53.6.)

The dollar a telephone operator in Salt Lake City, a secretary in Fairbanks, a carpenter in Minneapolis, a loom operator or cloth cutter in Newark, a Firestone employe in Akron, or an oil rigger in Laramie gave to help elect his or her candidate helped to turn the tide.

More Close Races to Come

More close races will be run in future contests.

Whether *YOUR* candidate wins depends on *YOU*.

The dollars working men and women contribute voluntarily to COPE can tip the scales toward victory. The money COPE collects is used to help liberal, forward-looking, public-spirited candidates win election to office so that they can make the laws that will benefit all the people.

CONTACT YOUR UNION OFFICERS TODAY AND ASK FOR A COPE MEMBERSHIP CARD. A DOLLAR EACH FROM YOU AND YOUR FRIENDS AND FELLOW-WORKERS CAN MEAN THE DIFFERENCE BETWEEN GOOD LAWS AND BAD.

Political Education Vital

National COPE Director James L. McDevitt said recently: "I would go so far as to say that in our race with the Russians for the control of the skies above us our need for political education is as vital and as

important as our need for scientific education.

"I say that because too many of us, I am afraid, do not understand just what it is we have at stake. Too many of us—and I certainly include the trade union member as well as the business and professional man in this category—have said for too long that politics is not for us, that 'they,' the politicians, run the country anyhow, that what we do as individuals won't make any difference, that there is really no point in trying to understand the complicated issues facing us, particularly after a hard day on the job and an easy-to-turn-on television set just across the room.

"Now in this year of 1959, I suggest to you that that attitude is one we can no longer afford. I suggest to you that each of us is going to have to take a long hard look at our government, to balance our political books as objectively and soberly as we balance our account books, and to take aggressive, hard-headed action in light of what we find.

"I am not going to tell you what I think our action should be except to say this: I think one phase of it should be political action. Our constitution provides us with the means of solving our problems and it has served us well in this respect when we have chosen to use it.

"In short, each of us has a duty to inform ourselves and to participate in the political life of our nation. The costs and peril of non-participation are too great for any of us to face."

NLRB Criticized

(Continued from page 3)

grants of jurisdiction in jurisdictional dispute cases. But the Board has sometimes stuck to its guns in similar situations in the past, and presumably it still believes that it is prevented by the Taft Act from making positive jurisdictional awards. The Philadelphia Appeals Court saw some merit in this view, but it held that the plan requirements of one section of the law should not be disregarded merely because they seem to conflict with another section.

If the Board declines to abandon its present position, the issue ultimately may have to be decided by the Supreme Court. Meanwhile, the basic principles applied by the Board to jurisdictional dispute cases—at least outside the bailiwick of the Chicago and Philadelphia Appeals Courts—will be these:

Company work assignments normally will be confirmed. A union that tries to force management to switch work from one group of workers to another will

be told to cease and desist.

The only situation in which the Board will play arbitrator and make an affirmative award of jurisdiction is where a union has a contract or certification covering the disputed work.

The Board will take a hands-off attitude if it finds that all parties have agreed to submit the dispute to a private agency for binding settlement. But it will stand by to act if the private settlement machinery breaks down.

LEROY GOURLEY

Leroy T. Gourley, veteran AFL-CIO Field Representative and member of the Office Employees International Union, attached to the Atlanta office, died suddenly in Birmingham, Ala., where he was on assignment.

President George Meany and Secretary-Treasurer William Schnitzler sent AFL-CIO condolences to his wife Marguerite who survives: "During his 15 years as an Organizer for the AF of L, and later for the AFL-CIO, he brought a sense of human dignity to thousands of his fellow workers. Certainly no greater epitaph could be written for any man."

Not only will the OEIU miss the services of Organizer Gourley but all of the labor movement will feel the loss of this devoted trade unionist.

Local 2 Signs New Pact With Machinists

Washington, D. C. — In recent negotiations between the International Association of Machinists and Local 2, a new contract was agreed upon which provides for a 15-cent-per-hour wage increase for the first year and 10 cents per hour for the second year.

It also provides an extra day's

pay for all employes in any week during which a holiday falls on Saturday.

The seniority clause was strengthened with respect to promotions and lateral transfers.

It was further agreed that employes would be trained on any new equipment which may be installed.

1959 COPE Area Conferences

(Third Series)

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| May 26, 27 (Tues.-Wed.) 9 a. m. | Providence, Rhode Island Sheraton-Biltmore Hotel | Connecticut Massachusetts Rhode Island |
| June 6, 7 (Sat.-Sun.) 9 a. m. | Concord, New Hampshire Eagle Hotel | Maine New Hampshire Vermont |
| June 9, 10 (Tues.-Wed.) 9 a. m. | Syracuse, New York Hotel Syracuse | New York |
| June 17, 18 (Wed.-Thurs.) 9 a. m. | Atlantic City, New Jersey Dennis Hotel | Delaware D. C. Maryland New Jersey |
| June 20, 21 (Sat.-Sun.) 9 a. m. | Fargo, North Dakota Gardner Hotel | North Dakota South Dakota |
| June 22, 23 (Mon.-Tues.) 9 a. m. | Butte, Montana Finlen Hotel | Montana Wyoming |
| June 26, 27 (Fri.-Sat.) 9 a. m. | Seattle, Washington New Washington Hotel | Alaska Oregon Washington |