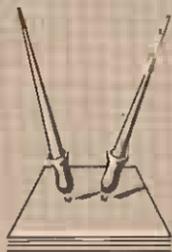




WHITE COLLAR

Official Publication of the



Office Employees International Union



No. 214

SEPTEMBER, 1963

17

West Coast Organizational Victory Seen As Big Step

New Gas Pact Signed in D. C.



Pictured above signing new two-year contract between O.E.I.U. Local No. 2, Washington, D. C., are seated from left to right John P. Cahill, President of Local No. 2 and an OEIU Vice President, President Donald Bittenger and Secretary Edward Stafford of the Washington Gas Light Company. Standing left to right Fred W. Amadon, Personnel Director, Joseph Chillari, Leo Sheridan, Herman L. Hazel and Thomas Rogers, members of the Employee Negotiating Committee. Robert Clubb, another member of the Committee, was not present for the signing. This Contract was renewed for a two-year period, beginning June 1, 1963. The settlement provides for a 3.8% wage increase in 1963 and a 3.5% increase in 1964. In dollars per month, this ranges from \$14 per month for a Grade 2 to \$24 per month for a Grade 7-A. In 1964 a Grade 2 will receive \$14 per month and a Grade 7 will receive \$23 per month. Effective in 1964 the service requirement for a 4th week of vacation is to be reduced from 25 years to 20 years. The Hospital Room and Board was increased from \$20 to \$22 under the Basic Plan and from \$25 to \$27 under the Extended Medical Plan with the Company assuming the cost of the increases. Mileage Allowance was increased from 12 cents for the first 300 miles and 6 cents for all in excess of 300 each month to 12 cents for the first 300 miles and 8 cents for all miles in excess of 300 each month.

With a fitting climax to an intensive, dedicated and hard fought campaign of six months' duration, Phyllis Mitchell, Secretary-Treasurer of OEIU Local 3, reported the victorious election results at the San Francisco offices of States Marine-Isthmian Steamship Company. In the final tabulation, on August 2, 1963, a resounding "Yes" echoed in the face of tremendous company pressure, steeled in an attempt to crush the OEIU campaign.

Lost Time to Strikes Is Low

Figures for the first half of 1963 relate that the total time lost due to strikes and lockouts has remained consistently low.

Arnold Ordman, General Counsel of the National Labor Relations Board, in an address before the Section of Labor Relations Law of the American Bar Association, stated "... the time lost due to strikes has not exceeded 1 per cent of total work time since 1946 and that more man hours of work were lost due to unemployment in the single calendar year of 1946 than all the time lost due to strikes for the last 35 years.

The company's attempt to intimidate and coerce the employees by firing the most active union supporters, proved to be the turning of the tide. Immediately after the discriminatory firing, Local 3 responded to the challenge and threatened to picket the company's West Coast docks. Assurance of support was offered to Local 3 by the San Francisco Labor Council.

An appeal for aid to OEIU Pres. Howard Coughlin resulted in a chain of calls to the company's New York headquarters by the East Coast International Longshoremen's Association and the National Maritime Union which also threatened to shut down their East and Gulf Coast operations. In the face of local,

(Continued on page 4)

Meany Appoints Committee to Press Campaign Against Discrimination

Within the text of a letter to President John F. Kennedy, AFL-CIO President George Meany announced the creation of a special committee, which stands ready to aid the administration in a major effort to eradicate discrimination.

The committee, presided over by Meany, includes AFL-CIO Sec.-Treas. William F. Schnitzler, Industrial Union Dept. Pres. Walter P. Reuther, C. J. Haggerty, President of the Building and Construction Trades Dept. and A. Philip Randolph, President of the Brotherhood of Sleeping Car Porters.

The initial duty of the committee is to formulate a campaign to eliminate discrimination in major cities within the areas of jobs, schools, housing, public places of recreation, commercial business establishments and in the voting booths.

Meany has also assigned AFL-CIO Departments of Legislation, Political Education, Public Relations, Education and Research to render all available support and aid to the new committee.

In addition, Meany restated the AFL-CIO's full support of Civil Rights legislation and backed Kennedy's plan for a "summer of determined effort."

Non-Discriminatory Hiring Hall—Legal

The National Labor Relations Board, in a recent case, held that a non-discriminatory union hiring hall is a mandatory subject of collective bargaining under the Taft-Hartley Act.

The Board held that the company must consider such proposal and the union can strike to force the company to agree to

(Continued on page 3)

Educational Conference Meeting Schedule

SEPT. 14-15	Northeast	Massena, N. Y.
SEPT. 21-22	North Central	Milwaukee, Wis.
OCT. 5-6	Eric	Cleveland, Ohio
OCT. 19-20	Canadian	Quebec City, Que.
OCT. 26-27	Pacific Northwest	Vancouver, B. C.
NOV. 2-3	Western	Los Angeles, Calif.
NOV. 9-10	Southeast/Southwest	New Orleans, La.

Local 400 Signs Federal Services Inc.



As Local 400 signed with Federal Services Inc. Seated, from left: Joseph F. McGee, O.E.I.U. Representative; Merle E. McIntire, Project Manager for Federal Services, Inc. Standing: John Gorman, President of Local 400, and Dorothy M. Marshall, Steward for Local 400.

OEIU Local 400 has reached a collective bargaining settlement with Federal Services Inc. The two year agreement covers office and clerical employees at the Nevada Test Site.

The new agreement provides for recognition of seniority and establishes a grievance procedure. Personnel shall receive double time pay for work per-

(Continued on page 3)

WHITE COLLAR

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

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Secretary-Treasurer

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In Jeopardy

The Manpower Development and Training Act, passed last year, requires that states participating adopt enabling legislation for purposes of matching appropriated funds. To this date, only four states have adopted such legislation. Unless Congress amends the law to knock out the requirement that states match federal training funds, the entire program may go down the drain.

It will be recalled that the Office Employees International Union testified before the Holland Committee and supported the passage of the original bill.

The OEIU strongly supports amendments to dispense with enabling legislation by the states and further proposes that the government help to pay relocation allowances to help unemployed persons and their families to move to areas of job opportunities.

In these days of changing technology and automation, amendments to the existing act are a must.

Medicare

Dr. Edward R. Annis, President of the American Medical Association, recently attacked a religious publication because it supported the King-Anderson Bill's social security approach to old age hospital insurance.

Dr. Annis said that the religious group is "ignorant of the position of American medicine and firmly fixed in their socialist philosophies."

The Catholic Star Herald of Camden, New Jersey, which was the target of Dr. Annis, in its news article, stated "Is it socialism when the government helps educate doctors, launch medical research programs, build bigger and better hospitals? Or is it only socialism when the government undertakes to help the poor, to protect our senior citizens from improverishing illnesses?"

We think the article speaks for itself.

Canada Shows the Way

In announcing a new plan to cope with unemployment of workers over the age of 45, the Canadian government is tackling a problem which has been talked about in the United States, but little, if anything, in the way of legislative action has been enacted.

The Canadian plan will enable the government to subsidize an unemployed worker of 45 years of age or older who has been unemployed for six of the previous nine months and isn't collecting pension or unemployment insurance. This plan will be put into effect in conjunction with a rehabilitation program which will provide retraining and counseling.

Workers who are unemployed after reaching the age of 45 find it difficult to obtain employment due to the actuarial effect on pension and welfare plans. In addition, employers are reluctant to assume the cost of retraining for such workers.

The Canadian government's announcement deserves the applause of all interested in the economic well being of the country.

Senseless Slaughter

The number of fatalities for last year's Labor Day Week-end reached a shocking and tragic all time high. Highway traffic deaths took a toll of 501 lives. Boating and drowning accidents snuffed out 80 lives and a host of other causes killed 97. All told, what began as a carefree holiday week-end, ended in

Local 19 and Toledo Edison Sign New Agreement

A subcontracting clause patterned after the Convention-approved Resolution on subcontracting highlights the more than 40 changes to the Agreement between Local 19 of Toledo and the Edison Company, John W. Richards, Local 19 President and International Representative reports. The clause basically guarantees that all work which is accorded to the unit will be performed by members of the unit including increases in the work load and further prohibits subcontracting of any kind if layoffs, job reductions or roll backs are involved.

Other new additions to the Agreement include an annual physical examination for all employees, a \$100 monthly benefit for one year to heirs of deceased employees (in addition to the regular group life insurance

plan), fully paid Blue Cross-Blue Shield benefits including anesthesia for all retired employees are all provided at Company cost.

A new guarantee for employees with 25 years of service and who have attained age 50 will not have their wage reduced due to elimination of their job. The employee may be transferred to any job which he is capable of performing but without a cut in pay. Further, the Company has guaranteed that all employees with 10 or more years of service will not be laid off.

Wage increases ranging from 5 cents to 11 cents hourly are retroactive to June 3, 1963 and additional increases ranging from 6 cents to 17 cents hourly will be effective June 1, 1964. Increasing the shift differential

to 10 cents and 15 cents for second and third shifts respectively in Data Processing operations and payment at double time for all hours worked over 16 continuously are also improvements in the Agreement.

Reduced requirement for a 4th week of vacation, reduced probationary time, and inclusion of a "penalty clause" which provides for payment at straight time to an aggrieved employee when non-unit personnel illegally perform their work are also new additions to the Agreement.

Members of the Edison negotiating committee serving with Brother Richards were Marie E. Smith, Norman F. Ball, Robert C. Klein, Emil D. Kowalski and Thomas E. McGrail. The new Agreement will expire May 31, 1965.

Local 311 and Gould National Batteries, Sign First Pact

Under the first contract negotiated with Gould National Batteries, Inc., OEIU employees will benefit from a union shop provision, overtime for all work after forty hours, a grievance procedure, company paid insurance and pension plans, one week's vacation after six months,

two weeks after one year.

Other new provisions include maternity and personal leave of absence, seven paid holidays, a sick leave plan and a general hourly increase from 21 cents an hour to 59 cents. The new agreement runs two years.

The local negotiating committee

consisted of Local 311 President Bill Adams, "Skip" Lane, Carol Betourne and Jim Flora. International Representative Gene Dwyer rendered able assistance.

A. O. SMITH CONTRACT IMPROVED

Negotiations with the A. O. Smith Co. were concluded and the following progressive provisions were established:

Eight dollars per month to minimum and maximum during first year. Ten dollar increase for minimum-maximum after second year. Monthly salary ranges are \$284 to \$717.

Additional new contract features include:

Four weeks' vacation after 20 years, eight paid holidays, an aggregate seniority provision, increased insurance plan and other improved modifications.

The negotiating committee consisted of Local 311 President Bill Adams, Stan Wright, Bob Fisher, Bill Xander, Bill Cox, Jim Chaney, Ed Gregoire, Lois Holtman and Vern Parker. The committee was assisted by International Representative Art Lewandowski.

NLRB Orders Inclusion of All Employees in Data Processing

The National Labor Relations Board recently held that all employees engaged in data processing or computer equipment operation are to be included in the appropriate collective bargaining unit at the Newark Stove Company, Newark, Ohio. OEIU Local 173 is the collective bargaining agent.

In this instance, despite the fact that the employer had carried systems analysts on the employer's executive payroll and had treated these employees differently than those covered by the collective bargaining agreement, the Board found that these employees did not formulate, determine or effectuate management policies.

The National Labor Relations

Board, however, did not exclude any classification of employment in data processing. Instead, the Board held that all employees engaged in operating data processing or computer equipment are included in the existing collective bargaining agreement.

In effect, therefore, programmers, systems analysts, console operators, key punch operators, and all other related classifications in the data processing department are subject to collective bargaining and have thereby been given the protection of union representation.

OEIU General Counsel Joseph Finley presented the arguments before the Board on behalf of OEIU Local 173.

senseless death for 678 men, women and children and caused unnecessary suffering and grief for their families, relatives and friends.

The OEIU, as all union brotherhoods, harbors a deep feeling of regret and sorrow that a holiday dedicated to labor which had taken so long to establish should tragically and unnecessarily kill, and maim those it sought to benefit.

AFL-CIO President George Meany appeals to all to exert the utmost caution and consideration on highways and water recreation areas. Swim only when protected by a lifeguard or remain in a group.

Remember, three days of consideration and diligence can save innumerable lives and prevent needless sorrow and grief.

OEIU Member Honored



Thelma Dawson, a long time member of Local 2, is pictured above at a testimonial luncheon given in her honor by the Washington Building Trades Council. Sister Dawson is leaving the employ of the Council to become Executive Secretary of the Washington Building Congress.



CANADIAN FILE

Quebec Blue Cross Signs With OEIU

After a certification issued January 22, 1963 by the Province of Quebec Labour Relations Board wherein Local 57 was certified as the collective bargaining agent for the office and clerical employees of the Quebec Hospital Service Association, a series of negotiation meetings were held. A first agreement was signed on July 1, 1963.

The Quebec Hospital Service Association, commonly known as Blue Cross, and OEIU Local 57 agreed to the following:

A) A three year contract covering the period from July 1, 1963 to June 30, 1966.

B) A lump sum settlement of \$100.00 for each eligible employee on the payroll February 1, 1963. Employees hired since February 1st will be given a

pro-rata share of the lump sum settlement.

C) General increases of 20.00 a month effective July 1, 1963; an additional \$15.00 a months on July 1, 1964; and, \$15.00 a month on July 1, 1965.

D) A Union Shop clause, in addition to a dues deduction system, is incorporated in the new collective bargaining agreement.

In addition to the above, an automatic system of increases within the rate ranges was established whereby employees will receive a wage increase of \$6.00 per month after each six (6) months period until the maximum of the rate range is reached.

International Representative Romeo Corbeil led the Local 57 negotiating team.

Canadian Govt. to Subsidize Retrained Employees Over 45

In a strategic move to cope with the rising unemployment problem the Canadian government announced a plan to subsidize newly hired workers who have been unemployed for six or more months.

The program as defined by Labour Minister Allan J. MacEachen will permit the government to pay 50% of a new employee's wage or an allowance of \$75 per month, whichever is less, providing the employee has been unemployed for six of the previous nine months and isn't collecting pension or unemployment insurance. The new plan is designed to aid retrainable workers 45 years of age or older. The subsidy will be granted after four months of work and will carry as long as one year providing the employees meet the following provisions:

An extensive amount of training or counseling that is more than ordinary on-the-job training.

Employee training programs must show evidence of potentially increasing employability and continuity of employment. Initially, the subsidy will affect those workers hired between November 1, 1963 and January 31, 1964.

In defense of the complicated

Local 15 Signs With Forsts Stores

Negotiations have been concluded between Forsts Stores Ltd., 2550 East Hastings Street, Vancouver and 305 Columbia Street, New Westminster, B. C. and the Office Employees International Union, Local 15. Improvements made in the contract are as follows:

Increase in salaries ranges from \$4.00 per week to \$9.00 per week, also job categories have been favorably revised placing a number of the Office Employees in higher wage

and potentially costly plan, Minister MacEachen defended it as standing not for simple employment, but as a serious undertaking designed for rehabilitation and reinstatement of unemployed senior workers.

4% Increase

With the signing of a new two year contract, negotiations between Consolidated Freightways and OEIU Local 15 were terminated. The agreement calls for an hourly increase of 8 cents effective January 1, 1963, with a further increase of 7 cents effective January 1, 1964.

The six Consolidated employees hail the new contract as a major step in aligning their wage scales with those in comparable industries.

In addition to the 4% overall increase, a new classification was established along with brightened prospects for the negotiation of a pension system at the termination of the current agreement.

The Negotiating Committee consisting of William Lowe, Marsh Bluck and Consolidated Freightways Shop Steward Edward Clarke was very pleased with the contract and hope it will be an incentive for other freightway companies to organize and join the OEIU.

brackets. This Agreement covers the period from May 1, 1963 to April 30, 1965.

The negotiating committee, William A. Lowe (International Vice-President), Joan Miller, Sheila Stanford (Chief Offices Steward - Hastings St. store), Margarita Barritt (Assistant Office Steward), and Iris McLean (Office Steward at New Westminster store), is pleased to bring this satisfactory settlement to the attention of other Office Workers.



Union and Company representatives gather for the re-signing of the B. C. Hydro and Power Authority—Local 378 agreement.

Local 378 Successfully Re-Signs B. C. Hydro and Power Authority

"The most successful agreement ever established with Canadian Public Utilities," stated N. W. Swanson, Business Manager of Local 378.

The agreement, concluded without the services of a government conciliation officer (another first for the record-making Local) was highlighted by:

- A three percent (3%) general increase effective January 1, 1963 and a further three percent (3%) general increase effective

January 1, 1964.

- An additional three percent (3%) increase compounded on the general increase will be granted to female employees in a plan to progress to equal pay.

- New salary scales will have quicker progression to maximum rates, almost eliminating the "merit system" as a means of determining salary progression.

- All employees will transfer to the new scales either on May 1 or November 1 of the current

year. The effect of the new scales and general increases is that male employees will receive between four percent (4%) and six percent (6%) increases each year of the contract and female employees between six and one-half percent (6½%) and eight and one-half percent (8½%) each year.

Other benefits are: An improved vacation length; new sick leave and salary continuation plan; higher severance pay; and, a job Rotational Training Plan.

Members of the Negotiating Committee consisted of Local 378 Pres. R. Bone, W. Swanson, V. Daykin, E. King, R. Freethy and J. Twills.

Ontario Takes New Step to Lessen Wage Deficiencies

With a revised Minimum Wage Act effective June 30th, Ontario has partially corrected a major wage deficiency often cited by organized labour.

The revision calls for a minimum wage of \$1 per hour for women and men except those men engaged in the construction trades who will receive a minimum of \$1.25 per hour.

A major limitation to the Act

is that presently it only applies in the Oshawa-Toronto-Hamilton area. Organized labour has consistently called for a Province-wide minimum of \$1.25 per hour for men and women.

Labour Minister Rowntree has replied that other areas will be effectively covered as soon as the necessary studies are completed.

Local 400 Signs Federal Services

(Continued from page one) formed on Sunday or any scheduled second day off. The pay for work performed on holidays will be two and one-half (2½) the regular rate.

Covered employees will receive premium shift rates at an additional rate of 12 cents per hour for the second shift and 20 cents additional for the third shift.

Subsistence pay shall also be provided at the rate of \$5.00 per day for employees assigned to Camp Mercury at the test site and \$7.50 per day for employees assigned beyond Mercury.

As a result of the negotiations, wage increases average 24 cents per hour and a three percent (3%) across-the-board increase for all employees will be effective July 20, 1964.

Other provisions include an automatic wage increase and paid holidays, eight (8) hours of vacation credit for each month worked during the first three years and ten (10) full hours per month thereafter, fifteen (15) paid sick leave days per year, health and welfare insurance paid by the company and numerous other new benefits.

The OEIU Local 400 Negotiating Committee consisted of John Gorman, Pres. of Local 400, Al Guzman, Sec.-Treas., Dorothy Marshall, Steward, and International Representative Joseph F. McGee. Assistance in the final stages was rendered by John Fenton of the Federal Mediation & Conciliation Services.

Hiring Halls

(Continued from page one)

it without being charged with an unfair labor practice.

In the instant case, an employer association defended its refusal to bargain on a hiring hall demand by a union on the basis of its contention that a hiring hall is a form of union security prohibited by law and has nothing whatsoever to do with wages, hours and working conditions.

The National Labor Relations Board turned a deaf ear to both arguments and said that a non-discriminatory hiring hall is a subject of collective bargaining and is not a form of union security since by definition it does not require membership in the union as a condition of referral.

**UNION LABEL
WEEK
SEPT. 2-8**

REMINDER

In order to properly service all OEIU Locals, it is imperative that the Research Dept. receive two (2) copies of new and renewed agreements, enclosed with the blue sheet, Form R-3.

Kindly forward all such contracts to Joel A. Lieber, Director of Research, c/o the New York International Union office.



from the desk
of the
PRESIDENT

As we approach the Fall sessions of our Educational Conference program, we are reminded of the importance of these Conferences as a medium through which information relating to organization, techniques, collective bargaining, National Labor Relations Board procedures, and numerous related subjects, is given to the delegates in attendance. In addition, these meetings afford the opportunity to exchange experiences and information for those representatives of many Local Unions throughout the various parts of the United States and Canada.

Some years ago, prior to the inception of the Educational Conferences, the International Union was constantly besieged with requests for information relating to the numerous common problems of everyday Local Union life. The Educational Conferences eliminated much of the need by Local Union for informational assistance and, better still, served to educate a growing number of OEIU members in trade union subjects relating to white collar organization.

A number of years ago, when we began to alert our Conference delegates to the need for information relating to automation and subcontracting, we were met with a certain amount of indifference because automation had not, as yet, had its effect as it has today and because the problem of subcontracting was remote.

Today, however, our Local Union leadership is intensely interested in automation and is beset by numerous problems relating to data processing and employers' desire to subcontract work. We have already experienced a number of strikes over the issue of subcontracting. If we had not alerted our Local Unions to the possible widespread effects of subcontracting, we honestly doubt that they would have been as prepared as they are today to meet this problem. Hundreds of our contracts now contain clauses protecting our membership against the possibility of subcontracting. A few short years ago, the possibility of loss of jobs in an office because of subcontracting was unheard of. Today, we are keenly aware of its disadvantages and we do our utmost to prevent displacement of personnel because of it.

In the last ten years, leaders of Local Unions in every International Union have been required in their everyday operations to obtain more and more information because of the changing characteristics of NLRB procedures, collective bargaining, arbitration techniques, and other related subjects. This has been particularly true in the white collar field. OEIU Local Union leaders must be better prepared than the leadership of Local Unions in the manual worker field because of the particular difficulties we face in organizing and representing office and clerical employees. Anti-union employers use every trick in the book to prevent the unionization of their clerical staffs.

After we have won an organizational election, our proposals, in addition to wage increases and the usual fringe benefits, must include proper job classifications, systems of increases within the rate ranges, promotion from within, promotional increases, retraining clauses in the event of automation, protection against subcontracting, seniority and bump-back clauses in the event of layoffs, the elimination of favoritism and nepotism, and numerous other contract provisions peculiar only to office and clerical employment.

While the International Union sends out extensive information pertaining to all of these subjects to Local Unions, we know from experience that this written material is not an adequate substitute for the Educational Conference meetings. During these Conference sessions, delegates have an opportunity to obtain answers to knotty problems they have encountered in the past or are presently encountering in their contract negotiations through the group participation methods used at these Conference meetings. Those delegates who may be reluctant to take the floor in a large meeting are able to quietly gain needed answers to questions posed.

While it is true that some delegates merely come along "for the ride" so to speak, and other Local Unions fail to send representatives, it is also true that the average Conference meeting is well attended and evokes wide participation.

We, therefore, earnestly ask all Local Unions of the Office Employees International Union to be represented by one or more delegates at all Educational Conference meetings in the respective Conference areas.

The Fall Conference schedule promises to be interesting, stimulating and will keep delegates abreast of the ever-changing patterns of organizational life.

Local 12 Contract Gains

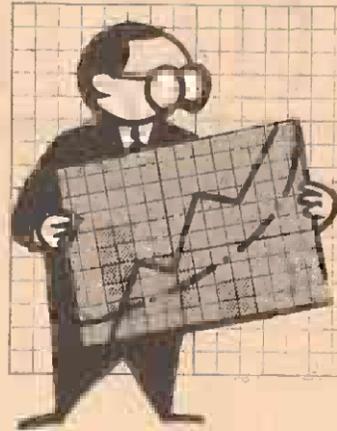
With the termination of negotiations, Local 12 has made considerable contract improvements with the following companies:

Consolidated Freightways

Gains include across-the-board increases of 6 cents in 1963, 7 cents in 1964 and 8 cents in 1965. Other improvements are: sick leave accumulative to fifteen (15) days, December 24th as a seventh holiday, four (4) weeks' vacation after 15 years, 10 cents per hour contribution toward participation in pension program and a raise from \$11.95 per month to \$16.50 per month in company contribution to Health and Welfare with the company paying full cost. The three year agreement improved other phases of the former contract.

Pacific Intermountain Express

Improved grievance procedure, December 24th as a seventh holiday, across-the-board increases of 10 cents per hour in 1963, 10 cents per hour in 1964, and 10 cents per hour in 1965. In addition, OEIU employees will receive four (4) weeks' vacation after 15 years,



**MR.
RESEARCH
SAYS:**

Employment

Civilian Labor Force (mil.) July	73.3
Total Employment	69.2
Unemployment (mil.)	4.1
Unemployment rate (per cent)	5.6
Long term unemployment (15 weeks and over)	1.0

Source: U. S. Bureau of Labor Statistics

jury duty pay for the first time in the contract. The three year pact also includes favorable revisions in pension and health and welfare.

Hart Motor Express

Substantial improvement included across-the-board increases of 12 cents per hour in 1963, 12 cents per hour in 1964

and 10 cents per hour in 1965. A new Health and Welfare program with the employer paying full cost of single coverage and part of dependency coverage. The contract, spanning three years, includes four (4) weeks' vacation after 15 years, a total of 7 holiday days, new discharge clauses, and other revamped technical changes.

Subcontracting Is Bargainable

With a historic decision of prime importance to organized labor, the U. S. Court of Appeals for the District of Columbia, supported the NLRB view that a company must bargain with a union prior to subcontracting unit work.

Under a Court decision, a company can no longer refuse to negotiate by claiming their decision to subcontract is based on economic factors rather than motivated by hostility towards unions.

In a prior case, the National Labor Relations Board (Towne and Country Manufacturing decision) ruled that a company was within its rights to act unilaterally on subcontracting as long as no motive of union hostility was in evidence.

However, in a consequent decision, the Board reversed itself (Fibreboard Paper Products Corp. v. NLRB) and ordered the company to reinstate discharged maintenance employees released because of a subcontracting agreement with an independent contractor, and reimburse them with back pay from the date of the Board's decision. The NLRB court enforced ruling ordered the company to cease additional subcontracting without bargaining with the union.

While it is the decision of the Court that a company must bargain on an issue of subcontracting, it did not necessarily hold that the company must agree with a union's opposition to subcontracting. However, it must be noted that a company cannot maintain strict adherence to one position but must make counter-offers to union proposals.

New Salary Test Proposed

Higher salary tests have been proposed by the Labor Department to cover white collar workers exempt from overtime pay under the provisions of the Fair Labor Standards Act.

By provision of the law, executive, administrative and professional employees are not liable for overtime payments if their salaries are above specified minimum levels and if their duties meet certain prescribed patterns.

The proposed salary tests for employees (exempting those in the retail or service establishments) are:

- Executive and administrative personnel—\$100 a week. Present tests are \$80 per week for executive employees and \$95 for administrative personnel.

- Professional—\$115 a week. The current test is \$95 per week.

- "Upset" salary—\$150 a week. The current test is \$125 per week. Employees meeting this test may qualify for exemption under shortened duty tests.

Big Victory on West Coast

(Continued from page one)

International and Maritime solidarity, the company rehired the dismissed employee.

The Local and company employees have already held several meetings, elected stewards, drawn up contract proposals following the benefits in effect in present Maritime contracts held by the OEIU.

The election victory at States Marine is hailed as a promising first step in eventual organization of maritime clerical and kindred employees on the West Coast, and without doubt, provides a tremendous morale boost to the many similar campaigns undertaken in all areas of the nation.

Continuing in the path of victory, OEIU Vice President J. O. Bloodworth announced the successful results of a card check and the official certification of the OEIU as collective bargaining representative for clerical employees of the Springhill, Louisiana, Mill of the Interna-

tional Paper Co.

The superior merits of the organizational campaign have also achieved successful results with the Container Division employees of the same Springhill company. A request has been made for recognition. A major factor in the triumphal campaign was Frank McLeod who took a three month leave of absence from the International Paper Co. to provide valuable service for the OEIU.

Bloodworth also reported the signing of an agreement between the Orange County Metal Trades (clerical employees) and the U. S. Naval Air Station at Sanford, Florida.

The Commanding Officer issued a letter authorizing a dues check off pending a Presidential Order approving the check off. This is expected no later than January 1, 1964. With this agreement 40 new members joined Local 46, Tampa, Florida.