Silver City, N. Mex.—The 22-day strike of Local 62 brought to an end the Kennecott Copper Corporation attempt to exclude the newly installed IBM accounting section from the jurisdiction of the OEIU, has ended here. The strike was at the Hurley and Sanu Rita, New Mexico, operations.

Opposing counsel have submitted written briefs to the National Labor Relations Board in Washington. Local 62 removed its picket lines two days after an NLRB hearing in Silver City on October 21. Negotiations were started by the union for the IBM installation late last year when the union first learned of the Company's plan to install it. At that time company officials explained it was too early and in the spring of 1958 the firm refused to train employees covered by Local 62 to man the IBM accounting machines.

Subsequently, outside employes were hired for the IBM operation and several employees from the bargaining unit were unilaterally selected for training on the accounting machines, without regard to provisions of the contract. Union requested arbitration and the company refused to bargain with the union on the issue.

The company took the position that the IBM installation was not a part of the unit represented by Local 62 since 1942. The company refused to bargain with Local 62 until the local was certified by the NLRB for such work.

The IBM section went into operation October 1 and Local 62 members walked out. Their picket lines were honored by 1,600 members of other unions, including the Metal Trades Council, the Machinists, the BofLFE, BoKT and Mine and Smelter Workers. Company operations were completely shut down.

Two days later the company was successful in obtaining a temporary restraining order, preventing the union from stopping supervisors and other employees from entering company property.

In court hearing on October 10 the company asked the court to dissolve its temporary restraining order and dismiss the show cause for permanent injunction. The request was granted by the court.

An NLRB hearing was held October 21 in Silver City and OEIU General Counsel Joseph C. Finley represented Local 62 in the proceedings.

Kennecott took the position that the IBM is a separate unit, a craft unit, and not presently represented by Local 62 and that the IBM unit should be excluded from the present unit because the IBM work had not been certified by prior NLRB certification, although it accomplished the same result formerly accomplished manually by employees in the bargaining unit.

The company took this position, in spite of the fact that the NLRB has consistently ruled to the point that IBM sections are a part of an office unit.

Local 62 is confident that the NLRB in Washington will rule that the IBM section is part of the existing unit. Both parties, through their attorneys, have requested the NLRB to give an early decision on the case.

The Kennecott Copper strike proves once more the necessity of all agreements containing a Technological Change clause to protect employes, jobs and rights when an employer changes his manual operation to machines operation.

Had such a clause been contained in the contract held by Local 62, for example, the 22-day strike would have been prevented.

Representative Frank E. Morton stated that Local 62 during the period of its dispute.

Bill Bowers, business agent of Local 174, was assigned by International Vice President Max Krug to assist in the campaign.

American Can Employees Receive $165,000 in Retroactive Pay

Members of OEIU Local 20 at the Hudson plant of the American Can Company recently received retroactive pay totaling $165,000.00.

In November 1956, during negotiations between Local 20 and the American Can Company, a dispute arose over the application of a job evaluation program initiated by the company. The employes of Canco voted to accept the plan providing the Union participated in the administration and adoption of such a plan. The job of evaluating and placing in the proper order each of 116 job involved required a considerable period of time.

Last year, when it became evident that there would be a great deal of retroactive pay involved, the Union negotiated an agreement with the Company whereby each employe would receive $231.00 as a partial payment on the retroactivity. Recently, the installations of the plant was completed and another $341,000.00 was distributed to the employes in order to make up the balance of the retroactivity pay due as a result of these negotiations.

Retroactive payments received as high as $5,120.00 and the average for all 116 employes was $5,118.00.

As a result of these extended negotiations OEIU members who are employed by the Hudson plant of Canco now receive, in many cases, higher wages than employes at other Canco plants fulfilling similar positions.
Bargaining Guide

The National Association of Manufacturers recently announced the publication of a new Collective Bargaining Guide for management. The issuance of the booklet, according to an article published in the New York Times, would indicate that management will stifle its collective bargaining attitude toward labor in 1959.

Among the many specific management functions that the NAM feels should be the exclusive property of each company are the composition and size of the work force, determination of the quality of work performance, transfers, promotions, demotions and the determination of job content. In the publication the NAM bids companies to, in effect, bargain unilaterally rather than collectively. This attitude of the NAM is consistent with its past history.

We all remember that this organization also opposes unemployment insurance and social security.

Never Say Die!

The National "Right to Work" Committee, which is chiefly composed of representatives of the NAM and the Chamber of Commerce, undaunted by the defeat of the so-called "right to work" proposals in 5 out of 6 states, is stepping up its drive against the Union Shop.

The Executive Board of this Committee has authorized a larger budget according to William T. Harrison, the Committee's Executive Secretary, and plans to hire more people.

We, in labor, realizing that if the Union Shop was abolished, our collective bargaining powers would be greatly impaired, if not destroyed, must continue to fight against this type of legislation. We cannot be defeated without defeating the enemies of labor in 5 out of 6 states.

We must initiate referendums in those states where we already have this repressive labor legislation in order to bring about real change. In addition, we will have to concentrate our forces in Washington to eliminate Section 14(b) of the Taft-Hartley Act which allows the states to legislate against the rights of labor.

We have already been successful in the NAM and the Chamber of Commerce will try to abolish the Union Shop nationally.

Senate Committee Invasion

We believe that the Senate Committee on Labor Management Relations, commonly called the Senate Rackets Committee, has performed a service in exposing certain dishonest practices which involve both representatives of labor and management. We believe, too, that corrective legislation designed to cure certain of these practices is properly forthcoming.

On the other hand, however, we noticed recently that the Committee involved itself in a jurisdictional dispute between two International Unions of the AFL-CIO. This dispute stemmed from the fact that an industrial union signed a contract for all of the employees of a manufacturer of auxiliary equipment and included certain work, normally performed in the industry by a craft union.

Despite the fact that the contract called for a rate of $2.10 per hour, whereas the craft union received $3.54 an hour for the same work, thus placing the employer in a position of competitive advantage, the Senate Committee directed its fire at the craft union and stated that it was trying to drive the company involved out of business.

While we do not wish to comment on the issue of craft versus industrial unionization, we do feel that the Senate Committee was out of bounds in this particular case. The Senate Rackets Committee is not the forum for the selection of which trade unionism will be used in industry. Instead of berating the craft union, if the Committee insisted on getting into the case, it might just as well have asked the employer why he insisted on paying a $1.44 per hour less than his competitors.

S. F. Election Won

Local 3 in San Francisco won an election November 14 at the Crown Cork and Seal Manufacturing plant in San Francisco. The vote of the group of 28 was 17-1 in favor of the Union.

Secretary-Treasurer Phyllis Mitchell reports that the election climaxed an intensive organizing campaign of three months. The employer agreed to an election after 51% of the group had signed authorization cards.

Although the office employees, now enjoy pension and health and welfare benefits paid by the employer, they were dissatisfied because the company's production workers had passed them in dollars during the past two years. Crown Cork & Seal is a nation-wide organization and has one of the largest operations in its field.

This election puts Local 3 into the manufacturing field for the first time and opens up numerous opportunities for organizing in manufacturing plants in the San Francisco Bay Area.

Schnitzer Conveys Thanks to OEU

November 21, 1958

Mr. Howard Coughlin, President
Office Employers International Union, AFL-CIO
365 West 46th Street, Suite 610
New York 1, New York

Dear Sir and Brother:

We are quite happy to take this opportunity to express our sincere thanks for your substantial contribution to the campaign against the so-called "right-to-work" laws. Because of your interest and support, we were better able to develop a vigorous and efficient campaign which succeeded in defeating this issue in five of the six states where the so-called "right-to-work" issue was on the ballot this year.

As you probably know, in California and Colorado, this proposition was defeated better than 3 to 2; in Utah it was defeated by 12 to 11; in Ohio by almost 2 to 1; and in Washington it was defeated better than 5 to 3.

The compulsory open shop proposal was only in agricultural Kansas by slightly more than 3 to 2 margin.

In Montana, the activities of this group were successful in keeping this proposition off the ballot as the anti-labor forces could not muster sufficient signatures.

In Arkansas, the voters defeated a constitutional amendment by a margin of 3 to 1. This result could not have been achieved without the splendid efforts and contribution of your organization and other affiliates of the AFL-CIO.

Your efforts and financial aid in helping to stop the activities of antiopeakers and anti-labor corporations throughout the country this year are gratifying. We will keep an eye on these large-scale plans for the introduction of similar anti-union legislation in more states next year.

We look forward to continued cooperation and help on the part of our affiliates in this continuous fight against anti-labor legislation.

Thank you again. With both wisdom, I am

Sincerely and fraternity

[Signature]

Secretary-Treasurer

AFL-CIO

Season's Greetings to all our members and friends

Once again we thank you for your loyalty and friendship and extend our best wishes for a happy Holiday Season. May everything you have for you yours in the year ahead.

Howard Coughlin, President

J. Howard Hicks, Secretary-Treasurer

Henderson Douglas, Director of Organization

Edward Breunere
Nicholas Iuliano
J. O. Bloedworth
John D. Amuch
J. F. Corum
Max A. Krug
John T. Finnerly
Marie Mann
George P. Firth
Edward J. Sprungman
A. I. Fritz
Leo J. Wallace

Smiling for Photographer in Tacoma, Washington

Pictureed above are the delegates in attendance at the recent meeting of the Pacific Northwest Organizational Conference held at the Westbury Hotel in Tacoma, Washington.
Reaching Agreement With Knights of Columbus

Organizer Bud Manning and Local 329 Business Manager Ed-ward Hines announced renewal agreement with the Columbus National Headquarters in New Haven, Conn. which was arrived at after three hours of a strike deadline.

This new agreement, which is estimated to be a 20 cent per hour package, calls for an immediate $3.00 weekly increase to all em-ployees, three more wage progressions within the next twelve months which average another $3.00, increased life insurance and retire-ment benefits, and accident and health. Added to the agreement is the provision of 13 weeks at half pay for employees who are off for illness or accident, 10 additional individual sick leave days with full pay, 1 week vacation after 6 months, 2 weeks after 1 year, 3 weeks after 15 years, and 4 weeks after 25 years, 9 paid holi-days, a permanent umpire for arbitra-tion cases in the person of Deen

Sturgis of the Yale Law School, a maintenance of membership clause, and a 37½ hour work week. Additionally, a clause protecting em-ployees displacement rights and training opportunities for new auto-motive positions was incorporated. Thus the new year agreement was made retroactive to November 12.

Local 329 had to extend the old contract from its expira-tion date until November 12 in order to permit Supreme Knight Luke Hart to attend the Coronation ceremonies in Rome for Pope John the 23rd. The agreement is regarded as one of the best for any agreement retained in the New Haven area this year and the wage provisions as well as the job opportunities are substantially better than those negotiated by other unions in the area this past year. Assisting Manning and Hines for Local 329 were Local President Margaret Egan, Vice President Helen Tully, and Secretary-Treasurer Margaret Coates.

Memphis Labor Council Congratulates OEU on Formation of Local Union

The following is a resolution adopted by the Memphis APL-CIO Council:

WHEREAS the Office Employes International Union has issued a Charter to Local CIO Work Force and many union offices now employ only members of the Union;

WHEREAS it is the duty of all union members to support workers in their struggle for the protection of the union

WHEREAS it is the duty of union members everywhere to demand the Union label on all goods and services and the Office Employes union label indicates the presence of the union contract

NOW therefore for its executives,

Resolved, That the APL-CIO Labor Council congratulates the Office Employes of Memphis on the formation of their union, and be it further Resolved, That the Memphis APL-CIO Council urges all affiliates to protect their office workers with a union contract and signify this by requiring the Office Employes International Union label on all its communications.

Wage and Hour Criteria Change for White Collar Employees

As a result of hearings before the Labor Department's Wage and Hour Office, the new salary rates used in determining whether such employees are exempt from the provisions of the Wage and Hour Act, the Depart-ment states, are consistent with the test which were proposed last April and are to become effec-
tive June 1.

Under the heading of minimum salaries, there are two sets of tests which established employees from being covered by the over-tune provisions of the Wage and Hour Act, one for Puerto Rico and the Virgin Islands and the other for all other areas covered by the Law.

In the case of executives, the test on minimum salaries to ex-empt executive employees from overtime provision will be raised from $3,000 per month to $3,500 per month. In the case of administrative and professional employees, the test on minimum salaries to exempt such employees from the overtime provision will be raised from the present salary minimum of $150 per week to $190 per week.

However, this minimum salary test is not the only criteria used in establishing exemption from the Law. Administrative or profes-sional employees must meet several other tests relating to the nature of their duties.

These tests, in the case of exec-utives and administrative em-ployees, do not seriously affect OEU employees, since only the white collar employees are excluded from our bargaining rights.

This is not necessarily true in the case of professional employees, since the word "professionals" has varied and changing meaning, depending upon the company of the individual supervisor in each particular case.

This test requires that the pri-mary duty of such an employee must be work that either requires advance knowledge in a field of art or is original or creative in character in a recognized field of artistic endeavor.

Local 29 Agreements

The California Trucking Association and the Teamsters Union have reached agreements covering members of Local 29 em-ployed at Bigge Draying, Converse Trucking, Morris Draying and Western Truck Lines. The settle-ment increases wages for the period from 10 to 35 cents per hour ($1.40 per hour) effective September 1st for a contract expiring July 1, 1959. A cost of living clause was included, plus 3 weeks' vacation after 3 years employment and 4 days sick leave per year with pay.

The Milk Company in Sacra-mento has agreed to a new contri-bution Local 29"s local fund of $5 per month plus $2.50 distribution after 3 years em-ployment.

San Diego of the Meat Pack-ers, which included a new contract Local 29's local fund of $5 per month and 3½ weeks' vacation after 3 years em-ployment.

The new agreement with Local 302 at Album News in Vallejo pro-vides a $5.00 per week increase retroactive to August 1, 1959 and an additional $2.00 per week auto-matically effective August 1, 1959.

Western Organization Conference Meets

The Supreme Court in a unani-mous decision held, therefore, that the Miami Beach hotels and the industry, in particular, were subject to the Taft-Hartley Law. In this decision, the U. S. Supreme Court referred to the earlier preced-ent involving the Office Em-ployes International Union.

In fact, the unanimous decision of the Court, in a one paragraph opinion, stated that the NLRB practice towards hotel was contrary to the principle espoused in a 1957 Supreme Court opinion "Office Employes International Union, Local 1 vs. NLRB". It will be remembered that the OEU, represented by Joseph Finley, Gen-eral Counsel, spent thousands of dollars in a five year legal fight to provide protection for all employees of Labor Unions.

As a side effect of this decision, as we predicted at the time, we now see the precedent for the in-clusion of millions of workers now excluded by arbitrary rules of the National Labor Relations Board.

We salute the Hotel and Restau-rant Workers on this decision which will bring the benefits of unionization to hundreds of thou-sands of hotel workers.

We are happy that the OEU has been the leader in this fight to provide the benefits of collective bargaining to the millions who were arbitrarily excluded by virtue of narrow interpretation of the Law by the National Labor Rela-tions Board.

Southern California Victory

(Continued from page 1)

Our own interests through the collective economic power of a Local Union.

The Committee was quick to point out that by laying off 60 people at an average wage of $300 per month, the Company had saved $18,000 per month and that the nominal increase in an agreement that the Company gave its employees during the campaign merely amounted to a $9,000 per month total. After the redistribution of the work previously performed by the 60 former employees, and the partial distribution of the money which was saved by the Company as a result of this discharge, the Company had netted a savings of $9,000 per month and 60 fewer employees' work load was stepped up to perform the work of work as had formerly been done by the entire work force.

Local 30 reports that this campaign is the kick-off in a major organizational drive of office employees in the Southern California area.

Southeastern Organizational Conference Has Session

The 18th Annual Southern Organizational Conference was held at the Sir Francis Drake Hotel in San Francisco, Calif. The conference was well attended by representatives of many of the large associations in the area.

The conference was addressed by President Redd Hart of the AFL-CIO League, and President Milton Kelly of the AFL-CIO Union. The sessions included a discussion of the problems facing the union movement in the South, and a discussion of the role of the Southern Organizational Conference in the future.

The conference was well attended by representatives of many of the large associations in the area.
OLEIU Members Score Heavily in ‘Miss Union Secretary’ Contest

LUCILLE THORNBURGH Second Place Winner

Once again, OLEIU Officers have walked off with the first three place awards in the “Miss Union Secretary” Contest. The three top prize winners in the annual competition to honor the outstanding office employees of labor unions, as well as the great majority of those cited for honorable mention awards, are members of OLEIU locals throughout the country. The “Miss Union Secretary” contest is under the sponsorship of Remington Rand whose typewriters and office equipment bear the Union Label of the International Association of Machinists, AFL-CIO.

Winner of first prize—consisting of one thousand dollars, a week’s vacation in Washington, D. C., and a Remington Portable Typewriter—is Mrs. Janet Harris, a member of OLEIU Local 32, Miss Lucille Thorburn, AFL-CIO.