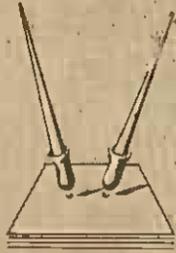




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Official Publication of the



COLLAR

Office Employees International Union



Organizational Conference Program Cited In Several OEIU Campaigns



Pictured above is President Tom Flynn addressing the Northeastern Organizational Conference meeting recently held in Washington, D. C. This meeting turned out to be a very interesting session with reports on organizational activities and several work shop sessions with reports to the entire delegation. A motion by the delegates was carried to have the results of the work shops published in the minutes of the Conference meeting in order that all Local Unions will receive the benefits of these discussions.

AFL-CIO Church Welfare Bodies To Cooperate on Social Problems

The American Federation of Labor and Congress of Industrial Organizations announced a new program of direct cooperation between the AFL-CIO Community Service Activities and the nation's religious-sponsored social welfare agencies.

Launching of the program came at a luncheon meeting at the Hotel Commodore in New York City last month. The session was attended by representatives of the religious agencies and AFL-CIO-CSA.

Robert A. Rosekrans, CSA assistant director, termed the meeting "an exploratory session to determine how we can work together towards our common objective—the social welfare of the American people."

He said CSA is hopeful that "through a continuing program of cooperation we can help to strengthen and improve social welfare services in American communities."

John D. Carney, CSA staff representative, outlined the structure of the community services department and its relationship to the AFL-CIO and the health, welfare and youth-serving agencies across the country.

Community services programming was discussed by Julius F. Rothman of the CSA staff who emphasized the extensive educational efforts under way to train union members "to know, use and serve" community agencies.

Religious agencies represented at the meeting included:

Brethren Service Commission of the Church of the Brethren, National Lutheran Council, American

Baptist Home Mission Societies, National Council of Protestant Episcopal Church, National Council of Churches, Anglican Lutheran Church, American Baptist Convention, Board of Social and Economic Relations of the Methodist Church, National Catholic Welfare Conference, and the Presbyterian Board of Christian Education.

Also, Jewish Labor Committee, Volunteers of America, Council of Jewish Federations and Welfare Funds, Inc., National Jewish Welfare Boards; Lutheran Church, Mo. Synod; The Salvation Army, Board

of Domestic Missions of the Reformed Church, Board of National Missions of the Presbyterian Church in the USA, Goodwill Industries of America, Inc., the National Presbyterian Health and Welfare Association, and the office of the Chancellor of the Archdiocese of New York.

IN THIS ISSUE

Organizational Program	1
Welfare Bodies Cooperate	1
Editorials	2
Salesmen Get Tax Break	2
State Voting Time Laws	3
Independent Votes OEIU	3
Canadian Corner	4



Local 374, recently granted a Charter in Springfield, Ill., has launched a drive aimed at all office and plant clericals in the Springfield area. Organizer Gene Dwyer reports that Local 374 has already petitioned the NLRB for 200 employees at the Allis-Chalmers plant, and for 20 employees at the J. W. Hobbs Corporation, a division of Stewart Warner. Shown at the Local 374 Charter presentation ceremonies are left to right: Bonnie Stevens, secretary-treasurer, Local 374; Macy Jeffers, president, Local 374; Frank England, president, Springfield Trades and Labor Assembly, and Gene Dwyer, North-central Conference Organizer.

Cleveland Department Store, Steamship Talks Continue

Through the Organizational Conference program of the International Union, many OEIU Local Unions have been able to register victories in several organizational campaigns throughout the country.

Local 17 in Cleveland has been carrying on a joint organizational effort with the Retail Clerks International Association in an attempt to organize the department stores in that city.

After an extended campaign at the Bailey Department Stores, an election was held in July. The result of this election was 353 for the Union and 305 against the Union. Following this election, in order to prevent certification by the National Labor Relations Board, the employer objected to organizing tactics used by OEIU Local 17 and Retail Clerks Local 1880.

Objection Withdrawn

Recently, these objections have been withdrawn and at the same time a \$100,000 liable action against the employer was withdrawn by the Retail Clerks International Union. These objections which have been withdrawn challenged the timing of the election since it was during summer vacation period when over 50 employees were on leave. The employer claimed that these were enough votes to change the outcome of the election. The department store also charged the Unions with coercion and questioned the propriety of a letter sent to an anti-union employe by a Union in which her husband held membership.

It is our belief that the reason the store agreed to drop these charges was because the ownership of Bailey Department Stores changed hands in the interim period. It is our understanding that Bailey has been purchased by Ohio's Century Food Stores. This organization has long been accustomed to collective bargaining with unions.

Employers Alerted

Tentative proposals have been drafted and submitted to the employer and negotiations are now underway.

In the waterfront organizational campaign in the Port of New York area, much progress has been made by Local 153.

The Gracolombiana and Ward-Garcia Steamship Lines Union shop contracts have now been signed with wage increases up to 10 per cent, as well as many fringe benefits which have been included in these contracts.

Among the additional benefits obtained for these employes is a welfare plan fully paid for by the Employer. This plan includes life insurance for the employes, as well as insurance against accidental

death or dismemberment. The plan also provides for weekly accident and sickness benefits of 66 2/3 per cent of the individual's salary up to \$45.00 a week for a maximum of 26 weeks. The hospitalization benefits cover both the employe and his dependents up to 19 years of age. In addition to this, complete comprehensive medical coverage is a provision for the employe and his dependents which includes visits to the doctor's office, visits by the doctor to the home, diagnostic and therapeutic services, specialist's consultations, surgical and in-hospital medical benefits. The \$20.00 per month per employe contribution, paid by the Employer, not only covers the cost of the above-mentioned benefits but also covers all administrative costs as well as miscellaneous expenses, such as Counsel fees, etc.

These contracts also provide for overtime after seven hours per day
(Continued on page 2, col. 4)

Withholding Bonus Is Unfair Labor Practice

If a company customarily pays a bonus to all workers, it can't withhold payment from workers who vote for Union representation, NLRB says. Such action is illegal, regardless of the company's motive.

A Union lost a representation election at one plant owned by a company and won at a second plant. A bit later the company paid its usual Christmas bonus to workers at the plant where the Union had suffered defeat but ignored people at the plant where the Union had been voted in. When the Union complained to NLRB, the company explained the disparity of treatment by saying that it had doubted the propriety of paying the bonus at the second plant in view of the Union's certification.

NLRB says the company's motive is immaterial. What the company did necessarily had the effect of discouraging union membership, it reasons, and that's a Taft Act violation.

WHITE COLLAR

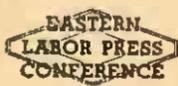
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Affiliated with the AFL-CIO

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J. HOWARD HICKS
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Why COPE?

THERE has been much discussion recently about the part the labor movement is playing in federal election campaigns. The Chambers of Commerce are shouting from the house tops that labor controls politicians because of their huge contributions to political campaigns.

Recently, the Honorable Richard L. Neuberger, the Senator from Oregon, said in a speech on the Senate floor that he would like to set the record straight regarding political contributions.

He pointed out that according to the Junior Senator from Arizona (Mr. Goldwater) in the 1956 election campaigns, the AFL-CIO contributed a total of \$948,397.00. However, what the Junior Senator from Arizona did not report was that by way of comparison, 12 families gave to Republican candidates for Federal elective offices a total of \$1,040,526.00, or more than the Political Education Committee of the entire 15 million member AFL-CIO.

Recently, in the Wall Street Journal, in a full page advertisement by the Committee for Constitutional Government, a plea was made to big business to finance anti-labor candidates for office. This appeal states that their aim is to reprint this advertisement and two others to follow in a thousand newspapers immediately and during October reach 15 million circulation.

This Committee estimates it needs immediately a seed money fund of \$100,000.00. This should bring from tens of thousands contributions many-fold larger than the seed money fund according to the Committee's advertisement.

It, therefore, becomes urgent, if we are to help elect federal officials who will be favorable to the cause of labor, that we must all contribute to COPE.

We don't have 15 million dollars each but surely each of our 15 million members can afford a dollar each.

The Professor Admits Truth

ONE of the proponents of the so-called "right-to-work" law has finally admitted in public the real intent of the bill.

Professor Russell Decker of Bowling Green University, Findlay, Ohio, who is supporting the "work" proposal which will appear on the state ballot in November, was asked this question from the floor following a public debate here: "Do you feel a 'right-to-work' law would weaken trade unions at the bargaining table?"

Replied the professor: "Yes, it would weaken unions at the collective bargaining tables. That is one of the purposes of the 'right-to-work' proposal."

No-Raid Pact Enforceable

SINCE the AFL-CIO no-raid pact was adopted there's been one question left open: What happens if a Union found guilty of violating the pact refuses to abide by the umpire's decision? An answer is supplied by the U. S. Court of Appeals at Chicago which says the Taft Act gives federal courts authority to enforce the no-raid pact.

The umpire under the no-raid pact found that the Textile Workers (TWUA) had violated the agreement by asking the National Labor Relations Board for an election at a plant where the Textile Workers (UTW) had represented workers for some years. Both unions had signed the pact; and when TWUA made no move to comply with the umpire's recommendation—that is, withdraw from the election—UTW sought a court order compelling it to do so.

Affirming a lower court order, the appeals courts points out that Section 301 of the Taft Act gives federal courts authority to handle suits over violations of contracts between unions as well as between employers and unions. And since the Supreme Court has ruled that federal courts may order compliance with employer-union contracts, the court figures the same thing goes for agreements between unions.

NLRB Cites Rules On Election Bars

As a result of recent decisions, the National Labor Relations Board has laid down rules which are very important to all Local Unions.

First, it established the per se doctrine (that a contract which contains any illegal union security provision is automatically not a bar to an election. The language in the decision of the Board's ruling was:

Bans Listed

"A contract containing any illegal union-security clause which does not on its face conform to the requirements of the Act or which has been found to be unlawful in an unfair labor practice proceeding will not bar an election." Examples of such clauses are "Those (1) requiring the Employer to give preference on the basis of Union membership in hire, tenure, seniority, wages or other terms and conditions of employment; (2) delegating to a Union unlawful control of hire, tenure, seniority, wages or other terms and conditions of employment, or (3) making a condition of employment the performance of any obligation of membership other than the payment of periodic dues and initiation fees uniformly required."

In an unprecedented action, the Board outlined a model provision which it says would prevent the contract from being a bar to an election. The model they set forth is as follows: "It shall be a condition of employment that all employees of the employer covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall on or after the thirtieth day following the effective date of this agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall on or after the 30th day following the beginning of such employment become and remain members in good standing in the Union."

Check-Offs

The Board further stated in its ruling: "Consistent with our findings concerning union-security clauses, we likewise hold that failure of a check-off provision on its fact to conform to Section 302 of the Act removes as a bar any contract containing such clause."

Another important ruling handed down in the same decision is that a valid Union security agreement is not an election bar if the Local or its parent Union have not met filing requirements of the Act.

Union Shop in Local 123 Pact

Conference Organizer Bud Manning announces the signing of a renewal agreement on behalf of Local 123 members employed at the Wilson H. Lee Company in Orange, Conn. The agreement includes an automatic wage progression scale, a sick leave plan which guarantees full salary for eight weeks in the event of illness, 10 individual sick leave days per year in addition to the sick leave plan, additional surgical coverage on the plan now in effect, a 100 per cent Union Shop, and wage increases averaging 8½ per cent. The vacation benefits include 3 weeks after 5 years and 4 weeks after 25 years.

The contract, which is for 2 years duration, provides for a wage reopener on July 3, 1959 and is made retroactive to July 3, 1958. This is the first agreement in the New Haven, Conn. area which provides for a 3 week vacation benefit after 5 years of service.

Brooklyn Members Ratify Wage Boost, Fewer Hours

The office and clerical employees, nurses, X-ray technicians and laboratory technicians of the Central Medical Group of Brooklyn unanimously ratified the agreement negotiated for them by their Committee.

The negotiations included lengthy discussions regarding the financial structure of the group and the administrative difficulties which are peculiar to a medical group dispensing medical care and preventive medicine to more than 30,000 subscribers.

A series of sessions were held and proved unproductive in terms of wages, hours, vacations, etc. The Committee reported back to the members who authorized them to seek the aid of State and Federal Mediators if that became necessary.

An additional negotiating session attended by a Committee of the doctors of the group, administrator for the group and their attorney finally, after many hours, produced

a tentative agreement which the membership then ratified.

The terms of this 14 month agreement include a \$5.00 per week across-the-board increase, a reduction of the work week from 40 to 37½ hours, the institution of a five day work week where previously a six day work week was in force for many of the employees, a liberalization of the vacation schedule providing for three weeks' vacation after three years of service, an additional legal holiday, an additional two days per year to be taken at a time mutually agreeable, seniority protection in the event of layoff.

This is the largest medical group affiliated with the Health Insurance Plan to be covered by a Local 153 contract.

The agreement was negotiated by the Committee composed of Gertrude Mulligan, Arlene Lewis, R.N., Dot Zimatore and Edith Mausser working with Business Representative John Fleming, representing the Local Union.

Salesmen Get Tax Break on Illness

In ruling 58-462, issued September 22nd, the Internal Revenue Service treats the situation where a company followed the policy of paying commissions on business transacted with salesmen's regular customers during periods when salesmen were not working because of injury or illness.

These payments, the ruling states, constitute a wage continuation plan within the meaning of Section 105 (d) of the Code. Section 105 (d) provides that "gross income does not include wages or payments in lieu of wages for a period during which the employee is absent from work on account of personal injuries or sickness; but, the subsection does not apply to the extent that such amounts exceed a weekly rate of \$100."

The ruling goes on to point out, however, that "the exclusion does not apply to commissions earned for a period prior to the salesman's illness which were received during his absence from work on account of the illness."

These rulings now make it possible for a salesman to deduct from his gross income for tax purposes

any income received on business obtained by the Employer from his customers while he is off because of illness or injury.

Former Pabst Employee Organizes Ballantine

One of the most recent additions to the staff of Local 153, Don Roberts, formerly of the Pabst Brewing Company, began his assignment by immediately organizing the salesmen of the Ess and Ess Distributors. These salesmen distribute Ballantine beer through the entire Boro of Richmond.

After signing an overwhelming majority of the men, Local 153 petitioned the National Labor Relations Board for certification as bargaining representative through an election.

The employer, upon receipt of the notice from the NLRB, contacted the Union and conceded the fact that the majority of the men desired unionization and requested a conference.

As a result of this conference, a Stipulation of Recognition was signed by the employer and agreement was reached to enter into collective bargaining immediately so that the men might gain the benefits they sought through membership in the Office Employees International Union.

Campaign

(Continued from page 1, col. 5) and 12½ paid holidays. In the case of a holiday falling on Saturday, the employe shall receive an additional day off with pay as compensatory time. The vacation provision provides for up to four weeks' vacation with pay and also sick leave up to 65 working days at full pay.

Among other benefits obtained in these agreements are provisions for time off in the case of a death in the family of an employe and full salary for employes for jury duty. Seniority provisions and methods of promotions from within, as well as rules of layoffs and recall are outlined in detail providing the greatest amount of protection for the employes. The grievance procedure provides for a permanent mutually acceptable arbitrator to settle disputes arising out of the contract.

Another very important clause in these agreements provides "No clause in this agreement shall be understood to imply any lowering of the working conditions existing heretofore in the office of the Employer."

Although the clauses are not

identical, these agreements provide for transportation for the employe and his family on ships chartered or owned by the company.

The agreements have been made retroactive, as far as the money provisions are concerned, to the date of certification of the Union for the employes.

Other activity on the waterfront is indicated by the filing of certification petitions for the American Export Lines and the Moore-McCormack Lines. These companies employ approximately 450 employes each.

Negotiations are still going on in the other steamship lines that have been recently organized.

In Springfield, Ill., OEIU Local 374 has petitioned for a unit of 200 clerical employes at the Allis-Chalmers Company.

Although this Local Union has been recently chartered, it has been active in extensive organizational campaigns and expects to file additional petitions for certification in the near future.

The organizational activities in the Milwaukee, Wis. area have resulted in a victory for Local 9 in an election at Motor Cargo, Inc., in Milwaukee.

STATE	EMPLOYEES COVERED	ELECTIONS COVERED	AMOUNT OF TIME ALLOWED	VOTING-TIME PAY
Alabama	Voters in counties of, between 75,000 & 130,000 population.	General, special or preliminary elections.	2 hours.	Deduction permitted.
Alaska	A qualified voter.	Territorial, municipal, or other public elections.	2 hours.	No deduction permitted.
Arizona	Any eligible voter.	General elections only.	2 hours.	No deduction permitted.
Arkansas	Employees of mills, mines, shops, & factories including retail establishments.	General elections only.	None specified.	No provision.
California	Any eligible voter.	General, direct & presidential primary.	As much working time as will enable employee to vote.	Deduction prohibited for a maximum of 2 hours off.
Colorado	Any eligible voter.	General, primary & municipal elections.	2 hours.	Deduction permitted only for hourly-paid workers.
Hawaii	Any eligible voter.	General, primary or special.	2 hours; inapplicable if employee is not working for 2 consecutive hours while polls are open.	No deduction permitted.
Illinois	Any eligible voter.	General, primary & some special elections.	2 hours.	Deduction permitted.*
Indiana	Employees of schools, railroads, manufacturing, mining, mechanical, or mercantile firms.	All elections.	4 hours between opening & closing of polls for workers engaged in "works of necessity." No other workers shall be employed till after 4 hours of opening of polls.	No provision.
Iowa	Any eligible voter.	General elections only.	3 hours combined working & nonworking time; inapplicable if polls are open 3 hours before work begins.	No deduction permitted.
Kansas	Any eligible voter.	General & primary elections.	2 hours.	No deduction permitted.
Kentucky	Any eligible voter.	All elections.	4 hours.	Deduction permitted.*
Maryland	Employees of every employer	General, primary or special.	"Sufficient time."	No provision.
Massachusetts	Employees of manufacturing, mechanical, or mercantile firms.	All elections.	No voter to work till 2 hours after opening of polls.	No provision.
Minnesota	Any eligible voter.	All elections.	None specified. Time is to be taken in forenoon.	No deduction permitted.
Missouri	Any eligible voter.	All elections.	3 hours; inapplicable if, for three consecutive hours while polls are open, employee is not working.	No deduction permitted.
Nebraska	Any eligible voter.	All elections.	2 hours.	No deduction permitted.
Nevada	Any eligible voter.	All elections.	1-3 hours, according to distance of polling place; inapplicable if worker can vote outside of working hours.	No deduction permitted.
New Mexico	Any eligible voter.	All elections.	2 hours.	No provision.
New York	Any eligible voter.	All elections.	2 hours; inapplicable in primaries if for 2 consecutive hours while polls are open employee is not working.	No deduction permitted.
Ohio	Any eligible voter.	All elections.	"A reasonable amount of time."	No provision.
Oklahoma	Any voter employed by a corporation, firm, association or individual.	All elections.	2 hours with "sufficient additional time" if needed.	No provision.
South Dakota	Any eligible voter.	All elections.	2 hours; inapplicable if employee is not working for 2 consecutive hours while polls are open.	No deduction permitted.
Tennessee	Any eligible voter.	General, state, county, municipal or primaries.	Up to 3 hours; inapplicable if employee's working time begins 3 hours after opening or ends 3 hours prior to closing of polls.	No deduction permitted.
Texas	Any eligible voter.	All elections.	Unspecified; applies only if employee lacks time to vote outside of working hours.	No deduction permitted.
Utah	Any eligible voter.	General elections only.	2 hours.	Deduction permitted only for hourly-paid workers.
West Virginia	Any eligible voter.	All elections.	3 hours, or "more if necessary."	No deduction permitted.
Wisconsin	Any eligible voter.	All elections.	Up to 3 hours.	Deduction permitted.
Wyoming	Any eligible voter.	General & primary elections.	1 hour, "other than meal hours."	No provision.

Chart Lists States Giving Workers Voting Time In November Elections

To insure the democratic process in this country, every effort has been made to give eligible voters a chance to cast their ballot for the candidate of their choice in National, State and Local elections.

Next month important elections will be held to determine the best man available for the 28 Senate and 435 House of Representative seats in Congress. Various state offices will also be decided in the November elections, including 33 governorships.

A recent Bureau of Labor Statistics study of state voting-time laws show 28 states and the territory of Hawaii provide employees with a specific amount of time to vote.

The chart above lists briefly, for each state and the territories, what employes and which type of elections are covered; time periods that are allowed for voting; and what provision, if any, is made for voting-time pay.

The 1956 Bureau study showed many changes from the preceding general election; this time however, the changes were few and far between—and, generally speaking, minor.

In Arkansas, during the latter part of 1956, the attorney general ruled that the term "shops" included retail establishments, thereby adding to the number of employes affected by the voting-time law. In another change, California's Codes were revised to require employers to post in a conspicuous spot, not less than 10 days before every general, direct primary, or presidential

primary election, a notice setting forth the provisions of the pay-while-voting law.

All but four states (Alabama, Arkansas, Indiana, and Massachusetts) extend the coverage of their statutes to all employes eligible to vote. In Alabama, the law applies only to employes in counties of between 75,000 and 130,000 population, which excludes the industrial cities of Birmingham, Mobile, and Montgomery. The other three states cover only employes in factories and other specified industries.

The laws apply to all types of elections in 16 of the 29 jurisdictions, whereas those in four states—Arizona, Arkansas, Iowa, and Utah—cover general elections only. In six other jurisdictions the elections covered—in addition to general elections—are as follows: special and preliminary elections in Alabama; direct and presidential primaries in California; primary and special elections in Hawaii and Maryland; and primary elections in Kansas and Wyoming.

The amount of working time allowed by the laws for voting ranges from one to four hours. Many however, grant time off only if there is insufficient time outside working hours during which the employe may vote.

In 10 states the employe is permitted two hours. But one of these (New York) waives the two-hour requirement for primary elections in which the polls are open for two hours outside normal working hours, and Massachusetts specifies

the first two hours after the polls open.

Wyoming is the only state to allow one hour; more than two hours is specified in five states. Seven of the laws grant time off—generally from one to four hours—if the employe would not otherwise have that much time outside working hours.

It's illegal in 17 jurisdictions for the employer to dock workers for taking the authorized time to vote (Alaska, Arizona, California, Colorado, Hawaii, Iowa, Kansas, Minnesota, Missouri, Nebraska, Nevada,

New York, South Dakota, Tennessee, Texas, Utah, and West Virginia). The Illinois and Kentucky laws also forbid deductions, but the provisions have been held unconstitutional by the courts. The laws of Alabama and Wisconsin expressly authorize wage deductions.

In the remaining states, the laws are silent as to whether wage deductions are prohibited or permitted. Wyoming, however, allows one hour without penalty, if the employe actually casts his ballot.

Fourteen states—Arizona, California, Colorado (general and pri-

mary elections), Illinois (general and special elections and referendums), Iowa, Kansas, Kentucky, Missouri, Nebraska, Nevada, New York, Tennessee, Utah, and Wisconsin—require the employe to apply before election day for time off to vote. In most of these states the employer may set the particular hours that must be taken. Massachusetts and West Virginia call for application by the employe.

Alabama, Colorado (municipal elections), Illinois (primaries), New Mexico, Oklahoma, South Dakota, and Wyoming, and in Texas under an attorney general's opinion, the employer may designate the hours in advance, but the laws say nothing about advance notice on the part of the employe. Oklahoma requires the employer to notify each voter of the hours set aside for him to vote.

The seven remaining jurisdictions make no provision for application by the employe or the employer's designation of the hours to be taken. However, three states—Arkansas, Indiana, and Minnesota—provide a definite time during the workday employes may take time off to cast their votes.

Violations by employers are misdemeanors, punishable in most jurisdictions by fine and/or imprisonment, in all states except Alabama and Nebraska. In addition, Tennessee makes it a violation for employes to fail to vote during the time allotted to them without reporting this to the company.

INDEPENDENT UNION VOTES TO JOIN OEIU

Recently, when the International Longshoremen's Association agreed that steamship office employes could best be represented by a Union devoted exclusively to the problems of white-collar employes, one unit of employes at the French Line went independent from the I.L.A. and tried to establish their right to represent the employes of the French Line as the Steamship Office Employees, Local 1809, Independent.

Since they had made a request for recognition to the French Line, when Local 153 also made a request, the Company filed a petition with the National Labor Relations Board to determine the collective bargaining agent for its employes.

While this petition was pending before the Board, a meeting of the employes was held and a vote taken as to whether or not the employes wished to be represented by the Independent Union or the Office Employees International Union.

The membership voted overwhelmingly to be represented by the Office Employees International Union and signed authorizations designating Local 153 as their bargaining agent.

The French Line then agreed to have these cards checked by an Impartial Arbitrator and upon the certification by such an Arbitrator that Local 153, in fact, did represent a majority of the employes, the French Line recognized OEIU and withdrew its petition from the National Labor Relations Board.



Please pass this newspaper to an interested white collar worker

Deadline For 'Union Secretary' Contest Extended To October 10

Officials of the 1958 "Miss Union Secretary" Contest have announced that the deadline for entries has been extended from September 15th to October 10th to accommodate the hundreds of potential contestants whose vacation schedules precluded their preparing entries in time for the earlier date.

Twenty-three prizes await the winners of the "Miss Union Secretary of 1958" Contest. First prize is a check for One Thousand Dollars, a Remington Portable Typewriter and a week's vacation with all expenses paid. Second prize is Three Hundred Dollars in U. S. Savings Bonds and a Remington Portable, and the third prize winner will receive a Two Hundred Dollar U. S. Bond and a portable typewriter. Twenty Honorable Mention Award winners will each receive a \$25 U. S. Savings Bond.

Open to All

Liberalized eligibility rules have opened this year's contest to all female office employees of labor organizations in the United States. Bookkeepers, stenographers, file clerks and other office workers may compete as well as secretaries.

This second annual "Miss Union Secretary" Contest is again being sponsored by Remington Rand whose typewriters and other office

equipment feature the Union Label of the International Association of Machinists. Judges are: Eric Peterson, secretary-treasurer of the I.A.M.; Joseph Lewis, secretary-treasurer of the Union Label and Service Trades Dept. of the AFL-CIO; B. F. Anderson, vice-president of Remington Rand; Alex Smith, president of Union Advertising Service; and Mrs. Kathleen Kinnick, winner of last year's Contest.

Requirements Listed

A considerable number of entries from female office employees of labor organizations ranging from the international headquarters of a union to a 200-member local have already arrived at contest headquarters in New York. The size of the organization employing the contestant will have no bearing on her chances of winning. Efficiency, personality and union interest are the major judging criteria.

Contest brochures containing rules and the official entry blank, together with a photo feature on last year's winners, are available from the "Miss Union Secretary" Contest, c/o Union Advertising Service, 302 Fifth Avenue, New York 1, N. Y. Prospective contestants are advised to write for a brochure immediately as the deadline is rapidly approaching.

NLRB Legal Hanky-Panky Scored by Kankakee Local

In Kankakee, Ill., OEIU Local 311 last December was decertified by the National Labor Relations Board when they requested a clarification of the certified bargaining unit.

As a result of this request, the Board found that Local 311 was attempting to include in the unit classifications which had originally been included in the unit but were not filled by employees at the time of negotiations.

None in Sales

The Board held that they would decertify the Office Employees International Union as representative of the entire unit because the Sales Department was included in the original certification. At the time of negotiations there were no employees in the Sales Department and these classifications, therefore, were not included in the agreement.

When these classifications were filled, the Union then attempted to organize these people and when they were successful requested a clarification of the unit from the Board. This brought about the decision by the Board for decertification. In spite of the decertification by the National Labor Relations Board, the contract in existence remained in full force and effect.

Negotiations Underway

Recently, Local 311 petitioned for a certification election covering the entire unit and won the election by 90 to 16.

The agreement which has been in effect with the A. O. Smith Company through all of this hanky-panky by the National Labor Relations Board and the Company expires this month and negotiations are now in progress for a new agreement.

Oakland Reports 3 Down, 7 to Go

Oakland, Calif.—The long and difficult negotiating season continues this month, with three new agreements completed and seven more contracts opened up.

The new pacts at Skaggs-Stone, McKesson and Robbins, Drug and Liquor Divisions, and Benner-Nauman all bring substantial gains to the offices involved.

Jury Duty Pay

The Skaggs-Stone agreement includes a wage increase of \$15 effective July 16, 1958, and \$10 more a year later; reclassification of 10 members; jury duty with full pay; 3 weeks vacation after 7 years employment beginning January 1, 1959; an additional holiday, Admission Day, effective next year, and a check-off of initiation fees and dues.

At McKesson and Robbins, the union negotiated a wage increase of

4½ per cent effective August 1, 1958; \$13 per month effective August 1, 1958; 3 weeks vacation after 10 years starting next year; and an additional holiday, Admission Day. The contract will be open for wage negotiations in 1960.

Benner-Nauman agreed to a \$15 per month increase effective November 1, 1958; \$15 more a year later; 3 weeks vacation after 5 years and dependent coverage in addition to employees under the welfare plan. The new wage rates are listed on page 3.

Contract Openings

New contracts open include Alameda, Santa Clara and Monterey trade union and welfare offices, food stores, Bireley's Beverages, California Life Insurance Company and discount houses.

Still in the negotiating stage are all freight companies, Sacramento milk companies, Solano and Napa trade unions, Central Scientific, Alameda News and Simon and Markus Hardware Stores.

National Biscuit, Local 311 Settle

Local 331, Marseilles, Ill., announced the settlement of a 10-day strike against the National Biscuit Company's carton and printing plant, which was completely shut down.

The strike, called by 17 office workers who are members of Local 331, affected 450 production workers, and an additional 75 construction workers, who honored the picket line.

The new contract, retroactive to February 13, 1958, calls for increases ranging from \$11.00 to \$15.00 weekly, a fourth week of vacation after 25 years of service, and increased health and welfare benefits.

Northcentral Conference Organizer Gene Dwyer, directed the activities of the strike and the negotiations.

Testimony of NLRB Witnesses Available

In another switch of policy, the National Labor Relations Board decided that pre-trial statements made by Board witnesses must be turned over, upon request, to the party charged with unfair labor practices.

The Board's position used to be that pre-trial statements of witnesses were confidential and hence should be withheld from companies or unions charged with unfair practices. But the U. S. Court of Appeals at New York disagreed. Noting that the U. S. Supreme Court has held that a person prosecuted by the Government is entitled to see the pre-trial statements of witnesses, it concluded this ruling applied to NLRB proceedings. The Board now decides to go along with the Appeals Court ruling. Accordingly it reopens a case so that the Company can cross-examine NLRB witnesses on the basis of their pre-trial statements.

Following the Board's lead, trial examiners also are reopening cases in which access to pre-trial statements was denied and ordering the statements be made available for inspection. The party under fire is allowed 15 days to ask for further hearings in which to examine witnesses.

STATEMENT REQUIRED BY THE ACT OF AUGUST 24, 1912, AS AMENDED BY THE ACTS OF MARCH 3, 1933, AND JULY 2, 1946 (Title 39, United States Code, Section 233) SHOWING THE OWNERSHIP, MANAGEMENT, AND CIRCULATION OF WHITE COLLAR PUBLISHED MONTHLY AT WASHINGTON, D. C. FOR OCTOBER, 1958.

1. The names and addresses of the publisher, editor, managing editor, and business managers are: Publisher, Office Employees International Union, Washington, D. C.; Editor, Howard Coughlin, New York, N. Y.; Business Manager, J. Howard Hicks, Washington, D. C.

2. The owner is: (If owned by a corporation, its name and address must be stated and also immediately thereunder the names and addresses of stockholders owning or holding 1 per cent or more of total amount of stock. If not owned by a corporation, the names and addresses of the individual owners must be given. If owned by a partnership or other unincorporated firm, its name and address, as well as that of each individual member, must be given.) Office Employees International Union, Washington, D. C.

3. The known bondholders, mortgagees, and other security holders owning or holding 1 per cent or more of total amount of bonds, mortgages, or other securities are: (If there are none, so state) NONE.

4. Paragraphs 2 and 3 include, in cases where the stockholder or security holder appears upon the books of the company as trustee or in any other fiduciary relation, the name of the person or corporation for whom such trustee is acting; also the statements in the two paragraphs show the affiant's full knowledge and belief as to the circumstances and conditions under which stockholders and security holders who do not appear upon the books of the company as trustees, hold stock and securities in a capacity other than that of a bona fide owner.

5. The average number of copies of each issue of this publication sold or distributed, through the mails or otherwise, to paid subscribers during the 12 months preceding the date shown above was: (This information is required from daily, weekly, semiweekly, and triweekly newspapers only.)

J. Howard Hicks,
Business Manager.
Sworn to and subscribed before me this 23rd day of September, 1958.
(Seal) John R. Vycital,
Notary Public.

My commission expires April 14, 1961.

Canadian Corner

By LLOYD CHAPMAN

President, Canadian Organization Conference



Unionization of White Collar Workers Favored

Although white-collar workers have so far remained largely outside the union movement, it is desirable that this rapidly growing class should organize in order to participate, along with the manual workers, in the evolution of our society.

This proposition is advanced in the recently published report of a study on "the growth and structure of the white-collar class" prepared by Jacques Henripin, demographer and professor in the Faculty of Social Science at the University of Montreal. Mr. Henripin undertook the study in co-operation with a team of research workers from the Canadian and Catholic Confederation of Labour.

Close to Employers

Among the causes that have kept white-collar workers from joining unions the study mentions two:

1. The isolation of certain categories of white-collar workers in small groups—often the case with employees in offices—makes it hard for them to achieve unity and a sense of power.

2. White-collar workers are often closer to the employers than manual workers, physically and psychologically, which gives them the hope that eventually they will take their place in the ranks of management; or the belief—right or wrong—that they are already part of it, which makes them less independent than other workers in their attitude towards employers.

"White-Collar" Defined

The study defines white-collar workers as "salaried employees who work neither on the material transformation of products nor on their transport." These include the liberal occupations—i.e., nurses, teachers, professors, librarians, writers, editors and journalists—office workers, insurance agents, brokers, employees in business and communications services. Administrators, managers and highly-skilled technicians are excluded.

The increasingly large number of women among the white-collar workers is another obstacle to getting these workers to join unions, the report points out. Women make up about 47 per cent of the white-collar workers in Canada, the report says. (In 1891 there was not one woman among five white-collar workers, but by 1951 there was one in two.)

Educate Wives

Many of the women are young and unmarried, and they are not interested in unionism because they do not expect to remain for long in the labour force, their expectations being set rather on marriage.

The study suggests that it is imperative for the union movement to impress on these future wives the importance of unions to the life and home they are setting out to establish.

The growth of white-collar workers has been phenomenal, the report says, and it agrees with the Gordon Commission that this growth will continue. In 1891, there were 131,300 white-collar workers in Canada; in 1951 there were 1,177,800. During the 60-year period Canada's active population increased 3.2 times, while the white-collar workers increased nine times.

13% in 60 Years

During the same period the factors by which some of the other main groups of workers increased were as follows: agriculture, 1.1; factory workers, 4.1; construction workers, 3.7; transport workers, 8; personal services, 3.5; manual workers, 2.8.

In 1891 white-collar workers comprised 8 per cent of Canada's active population, and in 1951 they amounted to 21 per cent.

The report attributes this growth to three factors: "the increase in the productivity of machines, de-

velopment of business and the need for co-ordination."

The study shows that the more highly developed and industrialized an area is, the larger the proportion of white-collar workers. For example, in Montreal 30 per cent, and in Toronto 35 per cent of the salaried workers are white-collar workers, compared with 27 per cent for the whole of Canada.

Local 295 Okays St. Croix Contract

Negotiations between the St. Croix Paper Co. and Local 295 were completed this week and the contract ratified by the membership.

The Union committee was composed of Leo J. Wallace, Int. V.P., Louise White, Pres., Ethel Humphrey, Harold Carter and Brother Stanley.

Contract gains, General Increase \$.05 per hour, improved seniority for layoffs and recalls, improved sick leave language, improvement on overtime for lunch hours worked. Reevaluations of all jobs on minimum and maximum rates, committee to improve the merit review system. Two year contract with reopener.