Local 425, OPEIU's Newest, Has a Half-Century History

An independent clerical union in Cleveland, Ohio, has celebrated its golden anniversary by affiliating with the OPEIU. It has started its second half-century as Local 425.

On July 14, 1916 the clerical workers employed in the headquarters of the Brotherhood of Locomotive Engineers, Firemen and Enginemen formed the Grand Lodge Employees' Association (GLEA) to bargain for them. The meeting took place June 28 in the office. The ramifications of OPEIU affiliation were fully discussed. Their interest in the GLEA strengthened, the GLEA leaders called a special meeting of the full membership to deliberate and vote on the matter.

The membership meeting took place on July 7. Lewandowski addressed the group on the OPEIU's structure, program and resources, after which there was a question and answer period and a general discussion.

With virtual unanimity the GLEA members then voted in favor of affiliation and instructed their Executive Committee to work out the necessary details. In less than a week the preparatory work had been done and on July 13 — on the very eve of the half-century anniversary of the GLEA's founding — Local 425 was chartered.

The OPEIU is honored to have this veteran union join its ranks.

President Coughlin on "Reviewing Stand"

OPEIU President Howard Coughlin recently participated in a taped radio show called "The Reviewing Stand" dealing with the subject "Does the Work Week Make Sense?" The program emanated from Chicago and is broadcast nationally through the Mutual Broadcasting System.

Dr. McPherson of Northwestern University acted as moderator and William Cargus, Vice President of Inland Steel, was a participant.

WGNI, Chicago, will broadcast the program on August 18. The Mutual Broadcasting System will air the show during the week of August 22nd.

In New York City, WNYC will broadcast "The Reviewing Stand" on August 26th at 2:05 P.M.

Those desiring to find the exact time and station of the broadcast can obtain this information by calling the Mutual Broadcasting System in their localities.

Prices Go Up Again

The U.S. cost of living rose 1.7 per cent during the first six months of the year—the highest increase of eight years, the Bureau of Labor Statistics reports.

For the full year ended June 30 the rise was 2.5 per cent.

Discussion between the Association and the OPEIU regarding possible affiliation date back to last March, when Association officers conferred with President Howard Coughlin and Director of Organization Henderson B. Douglas in Chicago just prior to the OPEIU's conference of full-time representatives.

In response to an invitation from the Association, Coughlin and International Representatives Arthur P. Lewandowski and Eugene Dwyer went to Whiting and addressed a special meeting of the membership May 19. Many questions from the floor led to a thorough airing of the advantages of affiliation and of the possible legal and technical obstacles in the way of it.

The feelings of the Association members were made evident when they voted unanimously then and there in favor of a motion requesting the Board of Directors of the organization to conduct a referendum on the affiliation issue. The Association's Constitution provided for such a poll.

The balloting began June 20 and went on for a week in order to give every member ample opportunities to vote. The voting hours were 7:30 to 7:50 a.m.; 11:35 a.m. to 12:25 p.m.; and 4:35 to 5:05 p.m. The referendum was conducted by a committee composed of Carl Zehner, who served as chairman, Bob Ladow, Bob MacDonald, F. Kubacki, Ed Domusica and Elmer Bednar.

The official employees of American Oil at Whiting sought to break away from an independent plant union in 1952 but because of a contract technicality were unable to do so until two years later.

The history of the Association since then has been marked by a prolonged conflict with management regarding job classifications and related matters. Since 1957 some 32 disputes have required arbitration.

In recent years the Association has frequently been frustrated. Grievances have gone unresolved—as management-delegated labor relations to a committee possessing little or no authority.

It is against this background that the Association decided it would be better able to face up to the company if it joined forces with the OPEIU.

Executive Representative Dwyer is working out the details of the charter with Association President Thomas J. Zovich and other officers.

Contribute to V.O.I.E.
Back Pay Awards Aren't Enough

The National Labor Relations Board recently disclosed that it had awarded a total of $2,759,550 in back pay during the year 1965 for illegal discharges. Despite the crackdown of the NLRB, management continues to use illegal firing as a weapon against collective bargaining.

The AFL-CIO has called on the government to deny contracts to companies found guilty of unfair labor practices.

The Executive Board of the Office and Professional Employees International Union announced at its June meeting its complete support of this policy of the AFL-CIO and demanded tougher penalties for employers who flout the labor law.
Two Labour Conferences To be Held in Ottawa

Ottawa will be the host to two significant labour conferences this September.

The Canadian Labour Congress has called a national conference on injunctions and related matters affecting collective bargaining. It will take place September 27-28.

"Unions are finding that more and more legal hurdles are being thrown in the way of collective bargaining," President Claude Jobin said in announcing the meeting. He cited the issuance of some 298 injunctions in British Columbia in the past three years.

The American Regional Conference of the International Labour Organization will meet in Ottawa September 12-23. It will deal with the relationship between manpower policies and economic development and the role of minimum labour and social security standards. Delegations from 25 American nations will attend the conference, being held in Canada for the first time.

The Computer and Staff Protection

By "Cassius"

(From Cover Note, prepared by the Guild of Insurance Officials of the United Kingdom)

"Productivity" is an innocent enough set of syllables when bandied about at board meetings or in electoral campaign speeches, but think what it means to insurance men, individually and in general. It means new methods of work, it means MacKinsey and being moved about. In short it stands for all the inconvenience of change, because it is just another word for efficiency and doing more work in the same amount of time.

I realise that our national solvency, and more personally, my salary, depend on an increase in productivity, though like everyone else I cannot see how I can work any harder than I do at the moment. If there were a change in organisation and in the way our business in general is carried out I could get on and do more. But insurance companies generally are unaware of organisation, and, so far as many are concerned, productivity ends up as a computer.

My knowledge of the workings of a computer is slight. I know that it works on the binary system and that a current of electricity and the absence of a current represent 0 and 1, or vice versa, but the more esoteric inferences are not lost to me. Computers, of course are not the first mechanical aids to offices; there are typewriters, the (introduction of which struck the fear of redundancy in the hearts of the scribes of commerce at the turn of the century) adding machines, telephones and dictating machines, but the computers are the first to perform large scale duties.

No pressures

The use of computers in insurance is increasing rapidly and all of us will be affected by them sooner or later.

We must accept the increasing automation of our industry as inevitable, but we can make sure that it causes us the least inconvenience possible.

The main safeguard is full consultation between management and staff, which means the Guild. The staff must be told what is happening, otherwise that their jobs will disappear, they must be told exactly when this will take place and if they decide to obtain another job before the change there must be no pressure put on them to stay—no loss of pension or foreclosing on staff mortgage or any of the other arm-twisting tricks insurance companies are prone to.

New staff joining must be told before they take a job that they will have to change to something else after a while. This consultation and full disclosure must be continuous and the staff informed of any change in plans.

Not all wrong

All those who are misplaced must be guaranteed complete and proper training for whatever new duties they have to carry out, and there should be no loss of seniority or status. These main requirements have been laid down by the Trades Union Congress, the National Federation of Professional Workers and many other responsible bodies. The Minister of Labour, Ray Gunter, has said "I hold firmly to the view that whenever changes affecting employees are being introduced, it should be a normal part of good management practice to keep dislocation to a minimum by advance planning and to give employees the fullest and earliest information possible on what is going on."

We can't all be wrong in thinking this and I hope that the insurance companies will realise their responsibilities.

The 1968 convention of the Office and Professional Employees International Union will be held in Miami Beach, Florida, at the Carillon Hotel. Originally Washington, D. C., was picked for the convention site but satisfactory arrangements could not be made there.

New Operation—Or Accretion?

If your employer opens a new operation, what are your chances of getting the employees covered under your contract?

Many unionists have been built upon growth occasioned by the employer's opening of new installations and automatically adding the employees to existing contracts. If a regional chain store, for example, has 15 stores under one contract, and opens up new one, there is little doubt that the legality of adding the 16th store to the same contract. But what about the situation where the employer has but one operation and opens up new one in the same area, and for the same purpose?

A new NLRB ruling involving two plants in Michigan handles some hot legal grounders. The employer, with a certified union in his plant, opened up another location 18 miles away, doing the same kind of work. He transferred the employees to the new plant, and the union to the new one. He shipped equipment, parts, and pieces over to the new place. All the checks for the payroll of the new employees were made out in the old plant. The union immediately claimed that its contract covered the new plant, arguing that the new plant was an "accretion," a very important word for all of us in dealing with this problem, to the old one.

When the company refused to agree that the contract covered the new plant, the union filed a grievance and took the case to arbitration. The arbitrator ruled in favor of the union, holding that the contract did cover the new plant. Do you think with all this the union had to wait before he moved down to the new site?

By this time, the new plant was in full operation, with as many employees working as in the first shop. An outside union began a quick organizing campaign, and filed a new election for the old plant and the union was successful.

The Board found that the new plant was an accretion to the old plant.

But the arbitrator's award only interpreted the contract to apply to the new plant. The Board was on better off, and the Board was still faced with the problem of deciding on the merits whether or not there was an accretion.

Although the same product was manufactured, the new plant was an entirely new operation, said the Board. There was separate supervision at the new plant. There was no interchange of employees. There was a separate pay scale, and none of the provisions of the contract had been extended to the new plant. The Board then set aside the arbitration award.

In view of the fact that a single plant unit is always presumptively appropriate, the Board said the new operation was a new one and the shop was an election. But because of the similarity, the employees were allowed to vote whether they wanted to join into one unit with the incumbent union, or have their own separate unit with the petitioning union.

Thus, if a new operation opens a plant which is separate and distinct, you will have some difficulty in adding it to your contract. The incumbent union in the Michigan NLRB case was faced with the job of organizing the new shop and winning an election there. On the other hand, if the employer is willing to add the new operation to your contract, and if there is no outside union to file a petition, you may well succeed. In another case where an employer did agree to add a new operation to an existing contract, the Board ruled it was not an accretion and both the company and the union were found guilty of unfair labor practices. In that case, a discharge of one employee who was under a union shop contract took the case to the Board, filed charges, and successfully dynamited the whole arrangement.

But what is a valid accretion which you can rely upon? Where a new operation is extremely closely related to a current operation, where there has been some transfer of personnel, where some work passes back and forth, and where the new operation is considerably similar to the old shop, you may well succeed.

One of the best legal examples involves OPEIU local 45 in the Gillette Motor Transport case in 1962. After the union won an NLRB election at Gillette, the company purchased a small truck company and its operation was to supply the company with labor for clarification to add nine employees of the small company into the certified unit. Even though there were separate payrolls and separate seniority, the employees were identical. After the same work was performed, there were the same wage rates, even the supervision was the same, and working conditions and benefits were generally the same. The motion was granted and Local 45 became the bargaining agent for those employees.

Accretion cases can sometimes be extremely difficult and complicated. But watch out for them, for never let an opportunity pass to add coverage to your contract and pick up new members. If the problem looks tough, get in touch with the International.
Pension Credits Should Be Portable

In a recent appearance before a subcommittee of the Joint Economic Committee, Secretary of Labor Willard Wirtz emphasized the shocking fact that millions of Americans will never collect from their company pension plans.

The reason is that every year thousands of workers lose their jobs or change jobs and are unable to take the pension credits they have built up to the new place of employment.

In addition, there are numerous cases where companies go out of business. The pension plans collapse.

Secretary Wirtz said that private retirement and profit-sharing plans now cover more than 25 million workers in the United States. He estimated that this number would increase to about 34 million in 1970 and to about 42 million by 1980.

He cited a report made last year by the President's Committee on Corporate Pension Plans which recommended that a reasonable measure of vesting should be included as one of the standards for tax benefits enjoyed by corporations with pension plans.

The testimony of the Secretary of Labor served to remind members of the committee that there is need for a system of "pension portability" that would enable a worker to transfer his pension rights should he change his job. The present system of private pension plans tends to make it very expensive to a worker who seeks to better himself through a shift of job.

Secretary Wirtz said that he had no specific proposals for meeting the problems of vesting and portability but reported that the Labor Department and the Internal Revenue Service are now collecting and analyzing information on 7,000 tax-qualified retirement plans that went out of existence between 1955 and 1965. He stated that many of these plans which were lost were in unionized companies.

Union-negotiated plans are far more likely to have protective provisions even though they may not go as far as union negotiators would like.

In too many instances, companies are still able to obtain the approval of the Internal Revenue Service for retirement plans which automatically exclude workers who join unions. While such plans may be in technical violation of the Labor-Management Relations Act, they can gain the acceptance of the Internal Revenue Service.

About 2.5 million men and women are currently collecting benefits payments under private pension plans and this number will increase to 7 million by 1980.

It is absolutely essential that the federal government pass legislation designed to protect the interests of workers covered by such plans.

In the words of the AFL-CIO, "A pension plan is not a conditional or discretionary gift by the employer, but rather current wages withheld to pay a life annuity or retirement."

If private pension plans now in existence or in the process of formation are allowed to disqualify workers from eventually receiving pension benefits because the worker terminates his employment for any reason, or joins a union, such plans are discriminatory and unjust and should not be able to obtain the approval of the Internal Revenue Service.

If Congress allows private pension plans to deprive workers of earned pension benefits to which they are entitled, the government will be perpetuating an evil. It is time that the Congress acted.