In Hartford Address Coughlin Forecasts

The Shape of Things to Come in Collective Bargaining

Every new year is full of things that have never been and is a particularly appropriate time to take a long look ahead and reflect on the future.

President Howard Coughlin did this recently at a luncheon meeting in Hartford, Connecticut, held by the American Hospital Association of Connecticut. The occasion was the 40th anniversary of the AHA. (An article by AAA President Donald B. Strout, which concludes with a reference to Coughlin's address, is on page three.)

Collective bargaining will have a completely new look in the 1970's, the OPEIU president believes. In the expectation that good sense will tend to prevail, and that management and labor will work together more closely for the common good as the alternative to more expensive government control over both, he sees these features as likely to become prevalent in union contract relationships:

- Profit-sharing. Sound profit-sharing plans designed to tie in the interests of the workers to the progress of the company will become more popular.
- Cooperative conference programs. Coughlin cites as an example the Tennessee Valley Authority, where management and the OPEIU and other unions to discuss means of creating a more efficient operation. The program has produced improvements valued in millions of dollars, he says.
- Mandatory representation of union activity. This will take place mostly because of the union role in operations improvements, but because management is discovering that active unionists are a source of badly needed executive material.

Local 173 Unit Ends Strike, Signs Gain-Filled Contract

Ending a 10-week strike, the membership of Local 173 in Newark, Ohio, has overwhelmingly ratified one of the best agreements in its history of collective bargaining with the George D. Roper Corporation.

Wage increases ranging from 12 to 19 cents, averaging 14.3 cents, retroactive to August 1, 1966, were gained. A similar increase will be effective August 1, 1967. A third increase ranging from eight to 13 cents goes in effect a year later.

A fourth week of vacation after 20 years of service was also achieved. The sickness and accident insurance benefit was increased from $45 to $50 a week.

A new formula assures a higher increase to those who are promoted, and, in addition, six jobs were graded higher with Wisconsin Rapids Pact

In a renewal agreement effective this January 1, office and clerical employees of the River-view Hospital Association in Wisconsin Rapids, Wisconsin received increases ranging from 8 to 24 cents per hour. Local 93 negotiated the one-year pact.

Bus Pact Reached

Local 215 in Lexington, Kentucky has signed a company-wide two-year agreement with the Southern Greyhound Lines, covering employees in 15 states.

It provides for a first-year increase of up to 14½ cents in hour and a second-year raise of eight cents across the board. Washington's Birthday will be included as a holiday in the second year of the contract.

Local 215 President Ethel Rose and a Negotiating Committee of Betty Taylor, Pat Crowley, Louise Smith and Elke Crews were assisted by OPEIU Vice-President J. O. Bloodworth.

White-Collar Field, South Seen as Union Growth Areas

"The future of collective bargaining is a bright one" and especially so in the South and the white collar fields, two areas formerly "off limits" for union organizers, Member Sam Zagoria of the National Labor Relations Board said in speech in Cleveland, Ohio. Currently the South is the "hottest" union organizing area, Zagoria told the Federal Bar Association at a labor-management relations institute. But unions are attracting white collar workers in other areas too, he said.

The best years for collective bargaining "still lie ahead," he declared.

Because of "booming" union efforts in southern states, the NLRB has had to dispatch emergency help to its regional offices — field examiners and law clerks on temporary assignment to cope with the flood of board business, Zagoria revealed.

Tracing recent labor history from the days of the sweatshop and the 84-hour week, the NLRB's newest member recalled that when workers tried to organize, "they frequently found the full might of company and community arrayed against them."

In the 1930s, "armed guards, armed policemen, even armed soldiers faced the demonstrators." The result was "blood-

NAM Sees White-Collar Workers Responding to Call of Unionism

The National Association of Manufacturers has acknowledged that unionism is attracting white collar and professional employees as it never has before.

A recent issue of NAM Reports, official publication of the employer organization, observes that the labor movement is organizing "status conscious professionals" who "even a few years ago would not have dreamed of striking to publicize their salary demands."

The NAM publication believes that the "new respectability" which unions are gaining in these fields could radically change the image of unionism, giving it a new aura of status and serving as the forerunner of massive membership gains."
Settling Disputes Peacefully: What the AAA Has to Offer

By Donald B. Strauss
President, American Arbitration Association

Some time ago, a union representing employees of a well-known bottling company, demanded arbitration of a discharge grievance. As the collective bargaining agreement called for tripartite procedures, the union named its arbitrator, and asked the company to do the same, so that the two party-appointed members of the board could select a third and schedule an early hearing.

For a reason I do not know, the company refused to name its member of the board, or to proceed to arbitration. The result was that the union-appointed arbitrator conducted what lawyers call an ex parte hearing, and reinstated the employee.

The whole matter reached the Kentucky Court of Appeals about a month ago. Unhappily for both parties, a concession was thrown out, for a reason that deserves the attention of every union officer and negotiator. The court pointed out that the arbitration clause in the agreement did not provide for administration under American Arbitration Association rules, a circumstance that was present in a case the union had relied upon in its brief. In the bottling company case the contract did not specifically permit ex parte hearings. If the parties had used an AAA clause, the judge pointed out, there would have been an effective way to prevent the frustration of arbitration.

This incident illustrates one of the reasons many unions and companies, too — refer to the Voluntary Labor Arbitration Rules of the American Arbitration Association in their contracts. Negotiators can seldom hope to anticipate every possible problem that might arise in the future, and provide against it by specific language in their arbitration clauses. By reference to AAA rules, they provide an effective way to avoid deadlocks over procedural matters — and such deadlocks are likely to occur when an atmosphere of contention has arisen over a substantive matter, such as discharge, out-of-seniority layoff, or an out-of-classification work assignment.

In short, arbitration is used because the parties know that they cannot write language to provide against every difference of opinion that might arise out of application of a contract. To be sure, the American Arbitration Association is not the only agency named in arbitration clauses. Some parties use the Federal Mediation and Conciliation Service, a government agency, which will supply lists of arbitrators. But the FMCS issues no rules of procedure and does not administer cases.

An officer of a large international union once told me that the chief reason he recommended AAA clauses is that he didn't want either his international representatives or company officials telephoning an arbitrator — if they would have to in unadministered cases — to arrange for arbitration hearing dates, for instance, and "getting in a few licks" on the substantive issues in dispute.

Other parties have different reasons for preferring arbitration under AAA rules. To some it is very important that an impartial body represents the interests of both parties, in dealing with the arbitrator. When an important issue is to be decided, both sides want to win, and a company or a union representative might think that is not the right moment to "get tough" with the arbitrator on procedural matters involving costs and delays. The Association can get tough, at the request of the parties, and make arbitration need never know which party (if, in fact, it was not both) took the initiative.

Costs and delays have long been the twin sore points of labor-management arbitration. The experience of many has been that administration of arbitration by the Association gives assurance of better control; the arbitrator whose schedule is heavy will most likely give priority to administered cases.

Costs and delays are troublesome problems to many, but not to all. Some of the companies and unions prefer AAA arbitration because it has regional offices throughout the country, directed by managers who are familiar with the needs and preferences of the parties. This helps us tailor lists of arbitrators to the particular preferences of the parties and the issues in a particular case.

Virtually every experienced labor arbitrator is on the Associations Panel, and AAA Regional Managers, in touch with local situations, keep an up-to-date account of every panel member's experience, his availability for quick service, his billing practices, and his record of acceptability with particular unions and companies.

The use of AAA clauses imposes no straightjacket on the parties. Arbitration procedures in the United States are of many kinds, and almost any system of arbitration (single arbitrator, three-man all-impartial board, tripartite board, etc.) can be administered for the parties by the American Arbitration Association. AAA rules are designed to give the freedom to the preferences of the parties.

Whatever the reason for naming AAA in contracts, the Association administers every case impartially and as unobtrusively as possible, but with the long

(Continued on page 4)
A Program to Help the Consumer

A broad attack on the "confusion and ignorance, some deception and even fraud" that prevent the consumer from getting his money's worth was urged by the Consumer Advisory Council in its long-delayed report to President Johnson. The council unanimously urged consumer education programs in the schools, a re-examination of promotion practices, and a state-by-state review of credit legislation to determine if it really protects the buyer.

It also proposed establishment of a Cabinet-level department to represent consumer interests.

In addition, the council examined in detail four areas of particular concern to consumers:

- **Household maintenance and repair**: Fraud and deception were found to be widespread and to cost consumers up to $1 billion a year. The report lists the most common types of practices in the field as "phony bargain tickets, tricky financing, guarantees not honored, materials misrepresented, and performances exaggerated," and particularly referrals, which it says should be outlawed.

- **Voluntary codes of ethics and practices**: The industry has shown that it cannot regulate itself, the report noted.

- **Auto care**: A "complete study" of guarantees and warranties was urged for both new and used cars. Chairman Warren Magnuson (D-Wash.) of the Senate Commerce Committee has announced that hearings will be held on warranties. The council also proposed a series of safety measures which in effect became outdated when Congress enacted an auto safety law this year.

- **Proper use of money's worth**: "As much money was spent on consumer information about construction durability and safety features as the automobile manufacturers now spend on advertising other more subjective features... competition in the automobile market might be operating along somewhat different lines than is now the case," the report declares.

**Credit Union Manual**


**Dealers' advertisements**: are uninformative to manufacturers and sometimes as misleading. Manufacturers' advertisements tend to stress sex, status, luxury, and health care: The council pointed to "inefficient and wasteful" practices in the "organization and delivery" of modern health care to the consumer, adding as an example that "several hospitals in the same geographic area establish heart surgery units or provide cobra-bane for prestige reasons, when the community really needs only one." The result, it says, has been "fragmentation, duplication and proliferation of specialized interests."

The fact that "group practice tends to make readily available family-type medical care" was stressed. The committee notes that organized labor, operators, and other consumer groups are stimulating the growth of prepaid group practice plans and quotes the 1963 AFL-CIO convention resolution endorsing the principle and pledging to help in its expansion.

The report endorses the Pottman bill, which would make federal loans and mortgage insurance available for the construction and equipment of group practice medical and dental facilities.

- **Textiles**: The council endorsed recommendations for permanently attached care labels on all textiles where special instructions are needed.

Performance and safety standards also were urged, as well as standards for body suits, which are "by no means universal." Failure to utilize present uniform health care standards, the council observed, is costly to consumers.
Freshening Our Thinking

Charles F. Kettering, inventor of the automobile self-starter, and developer of high-octane gasoline and high-compression engines as well as non-toxic refrigerants and diesel engines, was fond of addressing college-graduation classes and often told them:

"We've forever getting into rats. We are used to doing a certain thing at a time of a regular certain habit, or looking out a certain window. The thing to do is to turn some of your furniture around, look out another window, sleep in another room, open your window twice as wide. Do something different! My God, do something different!"

This is sound advice whether it pertains to our personal and family lives, our work or our union activities. We all have a tendency to settle into comfortable ruts, to do things in a certain way, to accept a certain level. We tend to do things the easy way and, in many instances, in the same way.

Such tendencies have been particularly apparent in the union movement—and the OPEIU is no exception. In our organizing activities we generally use the same approaches, techniques and methods, and even the cliches, slogans and handbills that were developed in the early 1930's and '40's.

We appear at the bargaining table now with the same minimal preparation and research, use the same hackneyed and dialectic arguments doled out in the same proselytizing, and concentrate on the same issues and language that the founding unions espoused at the turn of the century.

Our union meetings are just as rigidly hidebound. If the charter members of one of the "Clerks, Typewriters and Bookkeepers Unions" of 1912 could be brought back to attend some of our local union meetings, they would feel right at home, simply because there has been virtually no change in format, style, agenda, attendance, discussion and general conduct of these affairs.

According to the Bureau of Labor Statistics, the majority of workers in North America are still in their twenties. The time these young people have spent in the labor force averages out to only five years! Most of them were born and raised during times of prosperity and plenty. They take high wages, liberal fringe benefits and good working conditions for granted, or almost as a matter of their natural birthright. World War II and even Pearl Harbor are events that are something they've read about in their history books. The Great Depression of the '30's is meaningless to them; they view it as a myth or a fairy tale told to them by grandparents in their doteage. Such phrases as "Child Labor," "Sweatshops," "Yellow-Dog Contracts," "Company Stores," are meaningful in parts of ballads, not as historical facts.

This younger generation is not concerned with the past, but it is vitally concerned with the present and the future. They are disturbed by the "inhuman" times and the constant inflation, automation and the dehumanization of the work force. They are disturbed by what's happening around them; by grandparents and parents that are disturbed by what's happening around them; by the young segment of the office, clerical and professional work force, we must attune our thinking and programs to their needs and desires.

Further, these young people are not inherently anti-union. Surveys indicate that the majority strongly believes that unions are necessary in our society.

The OPEIU can provide the leadership, direction and the "cause" that these young people seek in their troubled world.

In this jet-propelled age, however, if we in the OPEIU are to reach and communicate with the young segment of the office, clerical and professional work force, we must attune our thinking and programs to their needs and desires.

As we begin a new year—a year that for the OPEIU holds great promise of increased growth, strength, fulfillment and prestige—let us all of OPEIU members to dedicate and commit ourselves to the "Purposes and Aims" as set forth in the International Union Constitution: "The OPEIU shall be devoted and dedicated in promoting, protecting and championing the legitimate struggles of professional and clerical workers toward achieving economic well-being, their general welfare and rights as workers and citizens."

If we will "Do Something" in those areas where we have been circumspect and disinterested, and "Do Something Different" in those instances where the "tried and true," the old, hackneyed and trite have been used and found wanting, we can succeed beyond our fondest hopes and dreams. If we are to survive in an effective union, we had better do it.

In future columns I will discuss in greater detail this whole area of up-dating our approaches, methods, techniques and programs.