Organizing successes bring 200 into union

Four organizing successes, three of them in Canada, have brought the OPEIU nearly 200 new members.

Local 81 has organized a 41-member office unit at Lakehead University in Port Arthur, Ontario, and negotiated a first contract. Lakehead is the fourth higher educational institution organized by the OPEIU, and the first in Canada. Previously organized were Fordham University and the Jewish Theological Seminary, both in New York City, and Roosevelt University in Chicago.

Local 131 in Toronto won certification as bargaining agent for a 25-member unit of office workers at Putorator, Inc., manufacturers of filters used in the automotive, industrial and aerospace fields. Local 32 in New York, N.J., bargains for another unit of Putorator office workers.

International Representative Romeo Corbeil reports that newly-chartered Local 447 has been certified as bargaining agent for a 40-member office unit at the new newswprint mill of Consolidated But- hunt, Ltd., in Portage-du-Fort, Miller's Bay, Quebec. This paper manufacturer, located on the Toronto and Montreal stock exchange, has subsidiary plants at Ashland and Hinsdale, New Hampshire, and at Brattleboro, Vermont.

Local 5 in Denver, Colorado, has been elected as bargaining agent for a 65-member office unit of John C. Freeman Freight Lines in that city. This company maintains scheduled services over routes in excess of 18,000 miles in 15 northwestern and midwestern states, and Alberta, British Columbia, Saskatchewan and Manitoba in Canada.

Local 9 in a joint effort to super- cede various previous bargaining agreements, organized the clerical workers into a union and was now in- cluded in the bargaining unit. To withhold a bonus payment solely because the employee is bringing a differential for night naturally to discourage mem- bership in a labor organization,” the board said.

The U.S. Court of Appeals for the Ninth Circuit ruled to en- force an NLRB order against the Kentucky Utilities Co. for failure to bargain with the Atomic Energy Commission. Local 153 in New York City has obtained an affirmation of the vital Ex- ception ruling on names and ad- dresses of representation election voters.

In the Local 9 case, manage- ment admitted that for 19 years prior to 1967, Lorin Haver, senior payroll clerk, had re- ceived a Christmas bonus of up to $500 annually but was drop- ped from the list after the office became unionized. It said that the bonus went only to super- vision and that Haver was no longer considered a supervisor. Withholding the bonus for the reason given by management was, the NLRB ruled, a “plain violation” of the labor act. It reasoned as follows:

“There was no change in Haver’s duties or responsibil- ities from one Christmas to the next. What had changed in the interval was that Haver had organized the clerical workers into a union and was now in- cluded in the bargaining unit. To withhold a bonus payment solely because the employee is bringing a differential for night naturally to discourage membership in a labor organization,” the board said.

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Federal standards pressed to end jobless pay erosion

Legislation to strengthen the "eroded" unemployment insurance system "should have the most urgent priority" in Congress, an article in the Federationist, the AFL-CIO magazine emphasizes.

The system which was set up to be "the nation's first line of defense against want and poverty," writes James O'Brien, "has deteriorated to a level where it perpetuates poverty to a level where it perpetuates poverty and victimizes the shock erosion of the system.

"The jobless worker, the grocer, the merchant and the entire economy are the actual and potential victims of the erosion of the system.

"The building of the system was in 1933 to aid jobless workers in every state. Not a single one did well enough to qualify as an executive in his own company.

This is the state of the union that has been achieved, the minimum score for clerical jobs.

When it comes to promotions, union contracts specify that these be made on the basis of merit, ability and seniority with the latter prevailing in the event candidates are all equal in ability. This clause rules out favoritism.

It would appear that big corporations might be further off if all promotions were made from the ranks as labor unions advocate, instead of the present method rating more highly "who you know" rather than "what you know," or maybe it's just plain old corporate nepotism better known as: "Thanks, Dad!"

Organizing perspective

A total of 2,744,000 white-collar employees were members of unions in the United States and Canada in 1966, the most recent year for which figures are available. The figure is 9.6% of the 28.4 million wage and salaried white-collar workers. Overall union membership is 28% of all non-agricultural workers.

If white-collar organizing reached the same percentage of its potential, or the same degree of unionization as among all non-agricultural workers, there would be in excess of five million additional members in the ranks of organized labor.

Joining union is "duty"

Joining a labor union is not only a right but a duty of workers, says Monsignor James A. Healy, western New York's best-known "labor priest" and labor-management representative of the Buffalo Diocese. During his distinguished career, the 48-year-old priest has mediated many labor disputes.

In a recent interview, Msgr. Healy said: "History demonstrates that it's through labor unions that people have achieved the best standard of living. For a family man especially, it would not be right if he doesn't follow the course which would lead to the best standard of living for his wife and children."

WASHINGTON D.C.

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

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The Life of a Union Official

If he talks on a subject, he is trying to run things, if he is silent, he has lost interest in the organization.

If he is seen at the office, why doesn't he get out? If he can't find him, why doesn't he come and make sure he is there?

If he does not agree that the boss is a skunk, he is a company man. If he calls the boss a skunk, he is an ignorant.

If he is not at home at night, he must be out drinking. If he is at home, he is shirking his duty.

If he doesn't beat his chest and yell strike, he is a conservative. If he does it, he is a radical.

If he doesn't stop to talk, his job has gone to his head. If he does, that's all he has to do any way.

Local 286 and Kennebec spell out classifications

Local 286 in Bellingham, Anah, and Kennebec Copper have signed a memorandum of agreement clarifying job classifications and evaluation to supplement the three-year contract signed last March 28.

This agreement, which ended the industrywide strike of copper miners and office workers against the producers last year, lists 17 classifications in the white-collar bargaining unit. It calls for a standard annual salary of $5,543 in the lowest white-collar job category starting next month. The top grade will pay $11,676 a year starting March 3, 1970.

Local 286 President Arden E. Webb reports membership has reached a record 137 of the 140 eligibles.

Mr. Peebles fell into the Xerox machine.

Executives fail own tests

For a long time unions have strenuously opposed so-called psychological testing and similar management mumbo-jumbo used by big corporations to "screen" new employees. Now it seems that the effects of these same corporations have become the unwitting victims of their own tests.

The N.Y. Society of Accountants' Bulletin reports that one executive from each of 12 top U.S. corporations submitted to the IQ and aptitude tests that their own companies use on future employees. Not a single one did well enough to qualify as an executive in his own company. Three scored enough only to be considered, while two achieved the minimum score for clerical jobs.

When it comes to promotions, union contracts specify that these be made on the basis of merit, ability and seniority with the latter prevailing in the event candidates are all equal in ability. This clause rules out favoritism.

It would appear that big corporations might be far better off if all promotions were made from the ranks as labor unions advocate, instead of the present method rating more highly "who you know" rather than "what you know," or maybe it's just plain old corporate nepotism better known as: "Thanks, Dad!"

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NEWLY-ELECTED OFFICERS OF LOCAL 247 IN HOLYOKE, MASSACHUSETTS have started a drive to spread the union message by means of publicity, a newsletter and personal contact. Seated from left: Secretary-Treasurer Helen McDowell, Vice-President Reta Sarad, and trustees Bertha Sieche, Ann Setfelt and Hazel MacDonald. Standing: Chief Steward Robert Thompson, Steward John Laver, President Ronald F. Paquette, Steward Louis Grendon, Recording Secretary Howard Fountain, and Steward Norman Martel.

On wages, prices and profits
No one has to be told that the cost-of-living is increasing by leaps and bounds and adversely affecting the purchasing power of consumers. The popular question, however, is which came first—wage increases or price hikes?

If we were to believe employer organizations, we would tend to blame the spiraling cost-of-living on unions which continue to press for wage increases.

Ray MacDonald, a staff member of the AFL-CIO Department of Research, recently concluded a study which indicates that profits continue to outdistance wages. From 1960 to the first quarter of 1968, corporate profits rose 78.7%. After-tax profits grew even faster as they soared to 95.5% over the same period. Corporate cash flow, or the amount of money available to a company for actual use, rose by some 84.7%.

During the same period the dividends to stockholders rose by 73.1%. This does not include capital gains made when the stocks were eventually sold.

The average weekly after-tax earnings for a non-supervisory worker with three dependents represented a gain of only 26.6% since 1960. After allowances have been made for increases in the Consumer Price Index, the non-supervisory worker over the year has made a 9.6% better off in terms of buying power than he was in 1960. Even worse, the same non-supervisory worker had no gain whatsoever in buying power in the last three years.

In effect, wages and profits, full-time wages in the eight years ending with March 1968, and in the last three years, the average worker was barely keeping up with the increased cost-of-living. Despite the fact that wage settlements in the last three years have been higher than heretofore, these increases have been washed away by more rapid price increases. The major gains in income have continued to go to profits, dividends, interest payments and executive salaries and bonuses.

Workers are told that profits are necessary in order for the economy to grow. This is true. Those who manage the profits, therefore, can make a real contribution to the necessity to provide workers with incentives to produce.

Employers have many advantages which are not available to the working class. For example, certain companies have the advantage of depreciation allowances. The law does not provide any reduction in taxes to an older worker. The law provides deprecation of equipment for companies and corporations. The worker continues to pay, however, on his regular payroll, probably his 10% or more into Social Security at a time in his life when he needs it the least.

There is no tax advantage, however, to buying stock in corporations. In fact, the executive who is given the benefit of the stock option plan should consider the advantage of it as an offset to the advantage of providing this plan.

There are other advantages. The worker not only pays his full tax load, but the Government actions to speed up depreciation took place in 1954 and again in 1962. These changes increased reported costs and reduced reported profits. Actually, however, these reduced profits because of depreciation allowed companies to pay less taxes to the United States Government.

Stock options, however, by corporations to provide incentives for executives are now acting as a hidden tax on the taxpayers. Instead of a 25% on stock held six months or more regardless of the total of these executives’ salaries or other income. The worker, who produces the profits, is never given an opportunity to participate in a stock option program.

Now we are facing up to the need of controlling prices and limiting living costs to a more reasonable figure. Numerous employer representatives and economists feel it is essential to clamp on a credit squeeze designed to inhibit spiraling costs even if such credit squeeze increases unemployment.

While the Nixon administration has not yet given us a clear idea of its economic policies, it is apparent that it will adopt some such measures designed to slow down price increases. In effect, the worker must with price rises is now faced with the specter of unemployment.

Unions, therefore, must continue to fight for wage increases to protect the economic well being of their memberships. The following excerpt from resolutions dealing with collective bargaining adopted by the AFL-CIO Convention in December 1967, is apropos now as it was then:

"We will continue to press for wage and salary increases to offset rising living costs and to enhance business prosperity. We will reiterate our conviction that wage and salary earners deserve to share equitably in the rising productive potential of the nation and to achieve a greater share in the distribution of income. The nation's rapidly rising output per manhour and business profitability make such improvements in wages, salaries and fringe benefits potable within the context of a relatively stable price level."

from the desk of the
PRESIDENT

Latest contract settlements specify faster arbitration

Unions and employers are showing increased interest in high-speed procedures to bring disputes to arbitration in a matter of hours.

According to Robert Coulson, counsel for the American Arbitration Association, at least a dozen new contracts call for naming an arbitrator within 24 hours, when employers allege existence of a wildcat strike, or when the union claims the employer is violating the contract in a way that might result in irreparable loss.

"In the average type of grievance," Coulson says, "it imposes no great burden on the parties to select an arbitrator in the manner prescribed by AAA rules. But in special situations, the parties need quicker service. One way of achieving this is to agree upon a number of arbitrators in advance, leaving it to AAA to appoint the one the person who can hear the case immediately."

Interest in high-speed arbitration is also heightened, he indicates, by a recent U.S. Supreme Court decision upholding the view that the Norris-LaGuardia Act, which generally forbids courts to enjoin strikes, does not stand as a bar to a court confirming a labor arbitration award which orders wildcat strikers to "cease and desist."

"The need for high-speed arbitration is not all on one side," Coulson observes. "There are types of actions taken by management which, in the view of unions, result in losses that cannot be compensated by back pay. In such cases, they want resolution of the controversy immediately, and that is why they use expedited procedures."

NLRB, courts uphold locals

Continued from page 1)
Energy Commission contractor in Texas, against OPEIU organizing activities.

The Local 306 case resulted from disciplinary action by the Texas company against two employees who exchanged union personnel lists with a union official, with a view to strike down the Board order. But removal of the objectionable rule and replacement with a "properly narrow" one cannot affect the Board order, the court says, that "a company cannot inhibit the Board's cease-and-desist power by merely narrowing an overbroad no-solicitation rule."

The right of the NLRB and federal courts to require an employer to furnish a name-and-address list of employees in advance of an NLRB election was affirmed in Local 153's case.

Three judges of the 2nd Circuit Court of Appeals in New York, saying that they disagreed with a contrary ruling by the 1st Circuit Court of Appeals in Boston, upheld a lower court ruling requiring Beech-Nut Life Savers, Inc., to provide a list of its salesmen and their addresses to the New York City local.

The NLRB is carrying the Boston decision to the U.S. Supreme Court.

The refusal of Beech-Nut to give the NLRB an address list has prevented the holding of an election for more than two years. The union lost a first election held July 20, 1966, one day after Beech-Nut gave the NLRB the names of eligible voters but not their addresses.

Local 153 filed objections because the company had not complied with the board's Excelsior rule on names and addresses. The NLRB regional director set aside the election and ordered a new one, but Beech-Nut claimed the ruling was improper and continued its refusal to supply names and addresses.

The judges in the latest case, rejecting company arguments, held that the Excelsior rule was not adopted in violation of the Administrative Procedure Act requiring extensive hearings before a new rule is set. It was on that procedural ground that the 1st Circuit judges had ruled.

The Excelsior rule and the subpoena issued under it, the 2nd Circuit Court said, are "designed to assist the board in fulfilling its statutory duties to investigate questions of representation and to supervise representation elections."

"An employer-furnished list supplied the day before an election does not provide adequate time for fair scrutiny and appraisal. Accuracy, completeness, and opportunity for scrutiny are all necessary if the policies underlying the Excelsior rule are to be fulfilled."

(Continued from page 1)
1st contract at hospital yields raise of $28.50

A first contract winning a $28.50 a month across-the-board salary boost, with another 5% in the second year, has been negotiated by Local 29 for 24 office employees at Santa Clara County Hospital of Piole, California. The agreement calls for a union shop; time-and-one-half for overtime, no split shifts, a $25 per month differential for evening or night work; $1 an hour for "stand by" duty, and grievance procedure and arbitration. It contains a successor clause.

Terms include eight paid holidays annually, two weeks vacation after one year, three after four, and four after ten. Mandatory leave for six months is provided after one year if the employee returns to work within 60 days after delivery. Other provisions call for three-day bereavement leave, differential jury duty pay, and cumulative sick leave of one day per month of employment.

The hospital will finance Blue Cross program coverage and will require physical examinations annually free of charge.

News from Canada

Local 15 contracts score for motor transport units

A new one for office workers in the motor transport industry in the West during the past year, was recently negotiated by Local 15, in Vancouver, B. C. They covered office employees working in the Western Canada area notified by truck lines. The union negotiating committee for the Canadian Freightways' pact included Business Representative Bill Swanson, Secretary-Treasurer Opal Steward, and President Eileen Brudy-Brown. Canadian Freightways employees participating were Chief Steward Ed Condras, Assistant Steward Durham Kailly and Chief Office Steward Paul Selyer, all of Vancouver, Chief Steward Brian McCool, Calgary; and Chief Steward Roy Olsen, Edmonton. They were assisted by International Representative Brian James.

Walkouts show unrest in banks

The growing unrest among bank employees is shown by two strikes for better pay. One occurred in Seattle, Washington, and the second in a small Wisconsin town.

A sporadic strike against the Seattle First National Bank by its Employees Association, an independent union comprising some 1,700 of the 3,600 employees, won a 4% pay raise in a one-year contract. The association first struck the computer and accounting department, following up with inter­mittent 24-hour walkouts at the main office and 126 branches until a settlement was reached. The first bank strike in Wisconsin's history was staged in Rice Lake recently. It had a bizarre but equally successful ending. The bank's 19 tellers and bookkeepers, all women, decided to unionize and walked out when a demand for higher wages was rejected.

Complying with a strict bank rule, the tellers hid their cash­box keys and locked the duplic­ates in the bank vault in the vault's combination. But the only girl who knew the combina­tion by memory was on the picket line with the others. Rather than ask for her assistance, the bank executives did things the hard way. They hired professional safe-crackers to drill open the vault so they could conduct a clash banking business. But even this didn't prevent a union victory. After 15 days the unionized employ­ees won a substantial wage raise and the strikers went back to work.

Renewals in Brief

McKesson & Robbins

Local 11 in Portland, Oregon, has renegotiated its contract covering office employees of the McKesson & Robbins Drug Company, winning raises totaling nearly $1,000 a year for each member. The maximum starting office rate of $100 a week will be reached before the three-year contract expires.

The pact calls for two 10c-an-hour raises the first year, a 15c increase the second, and 12c the third. The birthday of each employee becomes an additional paid holiday. Other improvements were made in the clauses relating to layoff and retiring.

Seattle welfare fund unit

Wage boosts amounting to $1,274, based on a 35-hour week, were won by Local 8 in Seattle, Washington, for its office employee unit at Fund Administrative Associates, a firm which handles pension and health and welfare funds for trade unions.

Carday Associates

A 21-month contract renewal for office employees of Carday Associates, Inc., administrator of pension funds, has been negotiated by Local 2, in Washington, D. C. It includes a $6 a week wage gain in the first year, and $5 additional in the second.

Other improvements are the addition of a "successors or assigner" clause, employer-paid life insurance increased to $3,000 from $2,000, and sick leave to be cumulative with reimbursement of half of unused leave.

Jobless pay erosion

(Continued from page 2)

The standards O'Brien proposes would:

1. Extend unemployment benefits coverage to all wage and salaried workers, set eligibility requirements not to exceed 20 weeks of work, and entitle every claimant to at least 26 weeks of benefits when he is unemployed that long.

2. Call for a weekly benefit equal to 66.6% of his past full-time earnings, in no case less than 50 percent, and a maximum benefit amount equal to two-thirds of the state-wide average weekly wage.

3. Eliminate the "waiting" week and eligibility or compensa­tion for it retroactively after a few weeks of unemployment.

4. Limit the "availability" re­quirement to 24-hour availability for suitable work, which should be properly defined and not included in the work­ers not covered by jobless compensation.

5. Permit disqualification of persons drawing benefits only for the most serious and not for more than six weeks. Forbidden cuts or cancellation of a worker's benefit rights or base period surcharges will permit workers to draw benefits when they are participating in state-approved job training courses.

6. Help secure the soundness of jobless funds by standardizing tax rates on employers and dis­allowing all zero tax rates now being levied in some states.

7. Raise the taxable wage base, through a series of steps over a period of years, until it is at least equal to the base used in levying employer and employee social security contributions ($7,800).

Canadian U.S. Consumer Price Index

1967

1968

December 151.8

January 152.6

February 152.7

March 153.2

April 154.1

May 120.3

June 120.9

July 121.5

August 121.7

September 122.0

October 122.2

November 122.9

December 123.4

February, 1969

December 118.2

January 118.6

February 119.0

March 119.5

April 119.9

May 120.3

June 120.9

July 121.5

August 121.7

September 122.0

October 122.2

November 122.9

December 123.7