



WHITE COLLAR

Office and Professional Employees International Union, AFL-CIO and CLC

No. 330

APRIL, 1974

17 CENTS



CHAIRS ARBITRATION GROUP: American Arbitration Association President Robert Coulson (left) and Board Chairman E. Nobles Lowe present gavel to OPEIU President Howard Coughlin, who was elected chairman of AAA Executive Committee at its annual meeting. He is the first union official to hold this AAA post.

Two-year Ohio contract will raise wages \$1,900

Across-the-board wage gains approximating \$1,900 per individual over two years, an additional paid holiday and improved health-welfare benefits were gained in a new two-year contract negotiated by Local 422 for its 50-member unit at Mead Corp., paper manufacturer at Chillicothe, Ohio.

Local 422 Sec.-Treas. John Liebe, Jr., reports that the new pact calls for a 30¢ an hour general wage hike retroactive to last Sept. 17, with a similar increase to become effective on Sept. 16 of this year. In the final contract year, it sets a minimum weekly starting rate of \$169.20 in the lowest grade for clericals and a \$218 rate in the top classification.

Friday after Thanksgiving becomes a holiday, making the annual total 10, and all holidays worked in the future will be paid for at triple rate—double-time plus eight hours holiday pay.

Health-welfare insurance benefits were also improved in the areas of sickness and accident, major medical and dental surgery.

The OPEIU negotiating team comprised Local 422 President Gwen B. Haynes, Sec.-Treas. Liebe, Roger Norman, Richard George and Chester Ballinger, assisted by International Representative Wade McCool.

\$150 minimum to start gained in Twin Cities

Across-the-board wage gains totaling nearly \$3,200 per unit member over three years were achieved by Twin Cities Local 12 in a contract negotiated for its unit at Northwestern Drug Company, a wholesale drug concern in Minneapolis, Minn.

Business Manager H. R. Markusen reports that the pact calls for a 28¢ an hour boost in the first year and 23¢ per hour in each of the following two years.

In the final year, it sets a starting weekly minimum wage of \$150 for the lowest office classification, rising to a

\$157.20 maximum. In the top classification the starting rate goes to \$224.8 per week, rising to a \$236.4 maximum.

Other gains are a three-day bereavement leave clause and maternity leaves in accordance with Human Rights Commission regulations. For the first time in 20 years of negotiations, management agreed to dues check-off.

The OPEIU negotiating team assisting Markusen included Gerald Clark, Kenneth Miller, Michael Morrow, Duane Nisbet and Barbara Peterson. The contract runs to August 31, 1976.

OPEIU, leading in white-collar organizing, gains five new units

A study of NLRB elections by the Bureau of National Affairs, Inc., covering the four year period 1969-73, shows that the Office and Professional Employees International Union led all other AFL-CIO affiliated unions in the number of white-collar employees organized.

During the period, the OPEIU won 158 elections out of 313 with a total of 7,980 unit members. While NLRB figures show almost the entire extent of new organizing in private industry, they do not reflect organizing in elections conducted by state and other agencies or through other procedures, such as card checks, voluntary recognition and unit clarification petitions. Neither do they report on organizing in Canada. They also do not reflect the phenomenal growth in the unionization of public employees, whose bargaining activities generally are credited with arousing a new interest in unions by white-collar employees in the private sector.

The BNA study shows that a total of 1,031 elections were certified in previously unorganized white-collar units in 1973. Unions won 548 in which 15,965 employees were eligible to vote and were defeated in 483.

Unions attempted to organize more professionals such as pharmacists, registered nurses, and professional employees at colleges and universities in 1973 than the year before. Representation elections among faculty members of colleges and uni-

Gains achieved in Portland, Ore.

Wage gains in the first year ranging from 7½% to 15% plus increment increases and a 6% across-the-board hike in the second year supplemented by a cost-of-living escalator were won in a two-year contract negotiated by Local 11 for its members at United Good Neighbors & Tri-County Community Council in Portland, Ore.

Local 11 Sec.-Treas. Walter A. Engelbert reports that two new Grade IV jobs are included in the agreement. The employer agreed to pay \$36.94 per month for each employee for full family medical coverage starting January 1, 1974, and to pay "full cost of maintenance of the same benefits for the duration of the contract."

versities, since the NLRB decided to assert its jurisdiction over private nonprofit colleges and universities, accounted for an increase in the number of professionals and office clericals at these education institutions joining union ranks.

Among the latter group, the OPEIU was successful in organizing a unit of 150 office clericals at the University of San Francisco.

Meanwhile, Director of Organization Art Lewandowski reports that tallies from the field disclose that the OPEIU has organized another five units during the past month, including two units of hypnotists.

Vice President Emil W. Steck who is Business Manager of Buffalo Local 212 reports winning by a comfortable margin a 51-member unit of office clericals at AUX Ceramics Company in Olean, N.Y., in an NLRB election.

Vice President J. Oscar

Bloodworth reports that the OPEIU was chosen as bargaining agent by employees at the International Paper Company's Container Division in Bay Minette, Ala. The unit voted for the union by a 3-to-1 margin in an NLRB election.

Local 87 Business Manager Jim Compton reports winning a unit of office clericals at W. R. Grace & Company in a third NLRB election in Lake Charles, La. He says the outlook is good for further organizing in the area which he describes as "an entirely new ball game."

Lewandowski announced that a charter has been granted to hypnotists in Philadelphia, Pa., for Hypnotists Local 476. He says the new local has a potential membership of 300. He said that a new charter is now being processed for another group of hypnotists in Blackwood, N.J., outside Camden, with a similar potential as the new group in Philadelphia.



Honorable John Carr Munro, Canada's Minister for Labour, will be a guest speaker at the OPEIU triennial convention scheduled for Miami Beach, Fla., in June. He has represented the riding of Hamilton East, Ont., as a member of the House of Commons since 1962. Munro was appointed to his present Cabinet post in 1972 in which he is responsible not only for federal labour matters but also for Information Canada and the Women's Bureau.

He is a member of the Canadian Institute of International Affairs and the Social Planning Council of Hamilton and District.

WHITE COLLAR

Official Organ of
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
affiliated with the AFL-CIO, CLC

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A lesson from France

Unionized bank employees in France have had it with soaring inflation and other grievances ignored by an "autocratic and contemptuous" attitude on the part of management toward the rights of the employees, according to union leaflets distributed in protest. (See story this page).

The grievances of the French bank employees parallel those heard by OPEIU organizers from their counterparts in this country who try to get their fellow-employees into union ranks to solve such grievances through collective bargaining.

The issues are: soaring inflation, dehumanization of jobs because of automation, low pay and more security. Inflation in the U.S. ran at a rate of 9.4% last year but in January of this year was running at a 12% annual rate. In France, the inflation rate last year was 20% so bank employees there blew their tops.

What will happen if we get a 15% or even a 20% inflation rate in this country in the current year? Can we expect to see bank employees occupy banks of the Federal Reserve System in protest as they have at the Bank of France? We don't see this as likely, simply because bank employees in this country are the least organized of any group anywhere in the Free World.

Unfortunately, American bank employees for years have meekly conditioned themselves to work for wages below the "poverty level" as defined by the U.S. Department of Labor. Even sadder is the fact that bank and other white-collar employees let down badly their union-minded co-workers when the showdown comes in representation elections.

When management offers them a miserly few dollars a week raise, they grab it and then go out and vote against not only their own best interests but also those of their more courageous fellow-employees, feeding instead the "arrogant and contemptuous" attitude of their employers.

As dignified human beings, French bank employees in no uncertain terms deeply resent this attitude by management and, we have no doubt, will change it shortly, just as Belgian bank employees did a year or so ago when they tied up that country's banking system until their demands were met.

Be informed, support VOTE

Only some 89% of the American people can name one U.S. Senator from their state, less than 40% can name the other Senator, and a minority knows who their Congressman is. These facts were made known in testimony by Louis Harris before Sen. Edmund Muskie's Subcommittee on Intergovernmental Relations.

Most Americans have strong opinions on important issues, but their views are based more on emotion than knowledge, says Harris, of the famous Harris Polls. "By their own admission, a majority of people are not well informed about what is going on in government or politics at the federal, state or local levels."

A further study by the National Assessment of Educational Progress discloses that only 44% of Americans between the ages of 26 and 35 know how to use a ballot and only 60% know how Presidential candidates are nominated.

That's why our International Union feels so strongly about making candidates' ideas and views available to our members. And that's why we ask our members to support VOTE (Voice of the Electorate), which helps to educate voters on candidates and issues in city, state and federal elections.

Local 95 unit wins 8% raise

An 8% across-the-board pay boost, doubled life insurance coverage and a 14% increase in premiums to pay for hospital-surgical benefits were gained in a one-year contract negotiated by Local 95 for office clericals at Preway, Inc., Wisconsin Rapids, Wis. The firm manufactures heating and kitchen appliances.

Business Manager Carl Meisnest reports that December 31 becomes a paid holiday in 1975.

Life insurance per employee was raised to \$2,000 (was \$1,000).

The company agreed to pay 20% of hospital-surgical premiums for dependents in 1974, and to raise this by an additional 10% in 1975.

The negotiating team was headed by Jean Peck, chairman, and included Rae Ann Boston and Dorothy Rivard. They were assisted by Meisnest.

NLRB judge finds for Local 42 in dispute at Michigan plant

Ruling that Federal Mogul Corporation's "total bargaining conduct, both after as well as before the strike began, did not comport with its obligation to bargain in good faith," NLRB Administrative Law Judge Herzel H. E. Plaine recommends that the company be ordered to reinstate OPEIU members illegally terminated during an unfair labor practice strike.

In addition, he recommends that the NLRB issue an order directing the company to bargain in good faith with Local 42, which represents 30 office clericals at the Greenville, Mich., plant as a result of an NLRB election in June 1972.

Fired-up French bank workers go into action

For the first time since it was founded in 1800, the Bank of France, which issues and manages the country's money as the Federal Reserve Bank does in the U.S., has been taken over by its unionized Paris employees, the *New York Times* reports.

In a parallel development, the Credit Lyonnaise found two annexes of its central headquarters in the Paris show-business district occupied by employees from its computer, stock exchange and foreign settlements divisions, making it difficult to transact any business in most of its country branches.

Banners and placards proclaimed the employees' rights to fair pay, the humanization of their jobs, and more security against bank holdups which are spreading in France. The main cause of the discontent is the demand of clerks and other administrative personnel for more pay because of the rising cost-of-living.

\$3,300 and COL increments won at Oakland Sealand

Wage gains totaling \$3,300 per member plus two cost-of-living allowances with an 8¢ an hour minimum and an 11¢ maximum were obtained by Oakland Local 29 in a 33-month contract for its 110 members at Sealand Services, Inc.

Among fringe benefits are an additional personal holiday which may be taken in one-hour increments, bringing the annual total to 11 and improved vacations to include five weeks after 14 years of service. Sick leave was liberalized to nine days per year, cumulative to 36 days. The seniority clause was amended to extend layoff protection to one year (was 180 days).

Maternity leave was extended to adoption situations. A new jury service clause provides compensation for the difference between jury duty pay and reg-

Negotiations for an initial contract began in August 1972 and continued until the union called a strike on May 30, 1973, charging the company with refusing to bargain in good faith.

After the strike commenced, three bargaining sessions were held at the call of state mediators. At the first, the company's industrial relations manager replaced the personnel manager as management's chief negotiator. At the second meeting, held on July 11, the company presented a handwritten offer of a proposed contract which concluded with the following condition:

"This offer is in effect until

12:00 noon July 16, 1973. Unless it has produced a settlement it is withdrawn and no longer exists."

Looking at the course of negotiations over the nine months and 24 meetings that culminated in the strike, the evidence demonstrates "that respondent was not bargaining with any sincere intention of reaching an agreement with the union," Plaine says.

"The offer contained over 20 items or articles that the parties had never discussed and that the union had not seen, because of respondent's intransigence on such important matters as wages, merit and cost-of-living increases, holidays, vacations, insurance and hospital benefits, employee investment plan, pension plan and others. Moreover, the language of those proposed articles was not provided with the offer but was to be drafted later . . .

"For all practical purposes, respondent was making the union a take-it-or-leave-it offer, which negates the desire to reach ultimate agreement that collective bargaining presupposes . . . ; and, in effect, snatched back the offer before there was time and opportunity to consider and bargain about it."

Plaine concludes that since the strike remained an unfair labor practice strike for its duration, the striking employees "did not lose their status as employees and were entitled to full reinstatement to their former or substantially equivalent positions immediately upon their unconditional offer to return to work, even though permanent replacements had been hired."

U.S. Price Index

U.S. Bureau of Labor Statistics
New Base 1967=100

1973		
February	128.6	
March	129.8	
April	130.7	
May	131.5	
June	132.4	
July	132.7	
August	135.1	
September	135.5	
October	136.6	
November	137.6	
December	138.5	
1974		
January	139.7	
February	141.5	

Canadian Price Index

Dominion Bureau of Statistics

1973		
February	145.3	
March	145.7	
April	147.3	
May	148.4	
June	149.7	
July	151.0	
August	153.0	
September	153.9	
October	154.3	
November	155.5	
December	156.4	
1974		
January	157.6	
February	159.2	

1974 CONVENTION CALL

You are hereby notified that, as provided by the Constitution of the Office and Professional Employees International Union, the 1974 Convention of our International Union will be held at the Deauville Hotel, Miami Beach, Florida, beginning at 10 o'clock, Monday morning, June 10, 1974, and will continue in session from day to day until the business of the Convention shall have been completed. It is anticipated that the business of the Convention will have been concluded by late afternoon, Friday, June 14, 1974.

REPRESENTATION: With respect to representation, Article VI of the International Union Constitution provides as follows:

"Section 1. Each local union in good standing shall have one (1) vote in convention for each one hundred (100) members or major fraction thereof, on which per capita tax has been paid for the twelve (12) month period ending the March 31st preceding a regular convention, . . . except that any local union having less than a major fraction of one hundred (100) shall, nevertheless, be entitled to one (1) vote.

"Sec. 2. No local union which has been chartered during the two (2) calendar months preceding the month of any regular . . . convention, or during the month of such convention, shall be entitled to representation at such convention.

"Sec. 3. Each local union shall be entitled to as many delegates as it has votes, except that no local union shall have more than five (5) delegates present at a convention. The delegate or delegates from each local union may cast the entire vote of the local union.

"Sec. 4. The voting strength and representation of a local union resulting from an amalgamation of two (2) or more local unions, shall be based on the total per capita tax payments made by the local unions forming such a local union.

"Sec. 5. No local union may be represented at any convention of the International Union by proxy, nor may it delegate its voting strength to any other local union, and no delegate to any convention shall represent more than one (1) local union.

"Sec. 6. Each delegate to a convention must have been in continuous good standing with the local union he represents for at least twelve (12) months prior to the convening of the convention, unless the local union has been functioning (the period when a local union shall be deemed to be 'functioning' shall be that commencing with the first month for which per capita tax payments are regularly made) for less than one (1) year, in which case such delegate must have been in good standing during the period that the local union has been so functioning. Each delegate shall be selected by vote of the local union."

Delegates must be selected by secret ballot unless the local union constitution provides that officers are delegates by virtue of their office.

CREDENTIALS: Credentials in duplicate are herewith forwarded to all local unions in accordance with the number of delegates to which they would be entitled under the Constitution of our International Union, based on per capita tax payments received to date. All local unions sending delegates shall fill out such credentials and place the seal of the local union thereon. Make sure that each delegate's full address is written on the back of both the original and duplicate of the credential form. The original of each completed credential should be returned to the Secretary-Treasurer of the International Union by May 13, 1974. The duplicate should be given to the delegate and presented by him to the Secretary-Treasurer of the International Union upon arrival at the Convention. Delegates whose credentials are not received within the time limit prescribed may be seated by action of the delegates seated at the Convention.

RESOLUTIONS—TIME LIMIT: All resolutions, petitions, memorials or appeals to be considered by the Convention, shall be written and submitted in duplicate signed copies to the Secretary-Treasurer of the International Union and received by him not later than May 20, 1974. Resolutions can be submitted only by local unions, Convention committees, and Convention delegates. Resolutions originating with the Convention's committees must have relevance to the committee's function and can be submitted at any time prior to the submission of such committee's final report. Resolutions originating with individual delegates can

be submitted at any time during the Convention with the consent of the Convention by a two-thirds (2/3) vote.

CONVENTION FUND: Local unions sending delegates to the approaching Convention will be assisted in meeting a portion of the expense through the International Union's Convention Fund. Article VII of the International Union Constitution provides in part as follows with respect to the Convention Fund:

"Sec. 3. Each local union eligible to participate and participating in a regular convention by sending at least one (1) delegate to such convention shall be paid a portion of the total amount in this Fund, based on monthly payments received from local unions through the month of February of the regular convention year, and including any balance in such Fund, subject to the following provisions:

"Sec. 4. In determining the amount to be paid each eligible local union participating in such regular convention, the total amount in the Fund as defined in Section 3 of this article shall be divided by the total of all the straight map miles between each and every eligible local union's charter city and the convention city.

"Sec. 5. Each eligible local union participating in such regular convention shall be paid an amount equal to the result of the division defined in Section 4 of this article (figured to the next lower half cent) multiplied by the number of straight map miles such local union is from the city in which such convention is being held. Any local union contributing to the Convention Fund less than one (1) year prior to February of the convention year shall participate in the Fund at the rate of one-twelfth (1/12) of a normal share for each month of participation.

"Sec. 6. Included in each regular convention call of the International Union sent to each local union shall be a statement indicating the amount which will be paid from this Fund to local unions participating in such convention in accordance with Section 5 of this article.

"Sec. 7. Upon receipt of a properly executed delegate's convention credential, bearing the seal of the local union and signatures of its president and secretary-treasurer, the International Union Secretary-Treasurer shall issue to the local union a check drawn on this Fund in the amount determined by Section 5 of this article, and subject to conditions in Section 8 hereof.

"Sec. 8. Local unions which are not represented at such convention or whose representation at such a convention is limited to officers and/or representatives of the International Union and whose expenses to such convention are paid for by the International Union, shall not share in this Fund for such convention, and any such local unions which may have been paid from this Fund for such convention shall refund to the International Union for redeposit in this Fund any such payments."

Local unions sending at least one delegate to the Convention, other than an officer and/or representative of the International Union and whose expenses to the Convention will be paid by the International Union, will receive the following amounts from this Fund:

No.	Amt.	No.	Amt.	No.	Amt.
1	\$204.80	33	\$202.00	89	\$136.60
2	184.60	37	266.60	95	278.20
3	518.80	39	260.20	100	511.60
4	145.60	42	230.40	105	189.80
5	345.20	44	278.00	106	233.80
6	251.00	46	41.00	110	276.40
8	546.80	49	218.20	112	231.00
9	253.40	52	152.80	114	342.20
10	230.40	53	279.40	119	141.40
11	541.60	54	137.20	120	229.80
12	302.20	55	222.20	123	227.00
13	212.20	56	396.40	128	0.00
14	203.80	57	281.80	129	193.60
15	561.20	58	243.80	131	246.60
17	217.40	60	133.80	135	208.80
18	133.00	61	183.80	137	228.20
19	222.20	62	349.00	139	454.20
20	217.60	66	177.40	140	467.80
21	120.80	67	174.00	141	218.40
23	546.20	71	117.20	142	217.80
25	242.80	73	65.20	144	147.00
27	185.60	74	291.20	151	317.00
28	237.60	78	176.20	153	218.40
29	517.20	80	90.00	154	289.20
30	467.80	81	327.20	158	239.00
31	417.80	84	141.60	161	324.60
32	217.60	87	170.40	165	280.40

No.	Amt.	No.	Amt.	No.	Amt.
166	\$327.00	298	\$223.00	410	\$354.40
167	224.60	303	197.00	411	188.40
169	180.00	306	288.20	413	218.40
172	184.60	311	229.20	414	341.80
173	198.40	319	381.60	415	353.80
174	467.80	320	248.20	416	348.20
179	141.40	321	332.80	417	230.00
180	270.40	325	218.40	418	272.40
182	163.00	327	357.80	419	185.40
185	220.40	329	229.60	420	183.20
186	221.80	330	235.40	421	282.80
187	504.20	333	198.20	422	176.20
191	310.60	334	165.20	423	234.40
192	302.20	336	247.60	424	339.80
196	472.60	337	56.20	426	207.00
199	135.40	338	284.20	428	148.80
202	214.60	339	211.60	429	313.20
204	120.20	342	378.80	430	171.20
205	218.40	343	246.60	433	207.00
209	119.80	345	276.80	434	281.80
210	200.20	347	238.20	435	236.80
212	236.20	348	235.00	437	249.60
214	289.40	350	330.00	438	309.40
216	382.20	352	215.40	440	359.80
219	323.60	353	245.00	442	281.00
221	239.40	354	144.80	443	454.20
225	275.60	361	348.20	444	239.40
228	240.60	367	174.40	445	436.20
232	324.60	375	190.40	446	157.60
233	105.20	376	234.20	447	276.20
236	327.20	378	561.20	448	207.00
241	306.40	379	498.60	449	277.40
247	242.40	381	245.20	450	211.20
251	339.60	382	193.60	452	272.40
254	399.60	383	148.80	453	209.20
255	414.40	385	270.80	454	327.20
260	284.60	386	327.20	455	87.40
263	240.00	388	190.40	457	196.80
265	295.80	389	309.40	458	513.60
267	331.20	391	237.60	459	219.12
268	147.00	392	207.00	460	973.00
269	241.60	393	241.00	461	229.80
272	327.20	397	427.80	462	207.00
273	147.00	398	287.80	463	281.80
277	227.80	399	327.60	464	141.60
278	326.60	401	339.00	465	125.37
279	219.80	402	207.00	467	190.80
281	245.40	403	133.80	469	202.00
282	284.00	404	280.80	470	207.00
283	295.80	406	201.40	471	196.40
286	419.40	407	289.20	472	390.70
290	241.00	408	310.40	474	29.85
295	302.80	409	298.80	500	253.40

HOTEL RESERVATIONS: Headquarters for the Convention and for the officers and Executive Board members of our International Union will be at the Deauville Hotel.

Hotel reservation requests should be sent to the Deauville Hotel, 6701 Collins Avenue, Miami Beach, Florida 33141.

Reservations should be made as promptly as possible and it should be explained that they are being made for delegates attending the Convention.

Room rates at the Deauville Hotel are presently as follows:

Single Room	\$16.00
Double Room, Twin Beds (2 persons)	20.00
Suits (Parlor, Bedroom, Bath)	38.00 up

SPECIAL MEETINGS: At 2 P.M., Sunday, June 9, the day preceding the convening of the Convention, the All Canadian Conference will convene. At 2:30 P.M., the same day, there will be an educational meeting for U.S. delegates and guests. All those attending the Convention from local unions should be advised and urged to attend these meetings.

Fraternally yours,
HOWARD COUGHLIN WILLIAM A. LOWE
President Secretary-Treasurer

- Vice Presidents*
- BILLIE D. ADAMS
 - J. O. BLOODWORTH
 - JOHN P. CAHILL
 - ROMEO CORBEIL
 - WALTER A. ENGELBERT
 - JOHN KELLY
 - JOHN B. KINNICK
 - HARVEY R. MARKUSEN
 - FRANK E. MORTON
 - GWEN NEWTON
 - EDWARD P. SPRINGMAN
 - EMIL W. STECK

Local union secretary-treasurers will please read this call at the first meeting of their local union.



from the desk
of the
PRESIDENT

Inside story of a defeat

One year after it first petitioned the National Labor Relations Board for a representation election at the Central National Bank and Trust Company in Des Moines, Iowa, the Office and Professional Employees International Union was defeated at the polls by a margin of three to one.

The reasons for the defeat are astounding. They are a direct reflection on the competence and pro-management partiality of the National Labor Relations Board. First, it took one year from the date of petition before the Board ordered an election. Secondly, the Board handed down an "appropriate" collective bargaining unit determination which included 30 officers of the bank. This is the first time in the history of the Board that officers of a company were declared eligible to vote in an NLRB election. Thirdly, the bank handed out a \$400 across-the-board pay increase to all workers prior to the election.

The *American Banker*, in its issue dated March 1, 1974, quoted a post-election interview with Collin W. Fritz, the president of the Central National Bank and Trust Company. Mr. Fritz acknowledged that the only reason he sought to include 30 officers in the collective bargaining unit was a desire to gain more time. Such an argument, he said, resulted in hearings by the National Labor Relations Board, the filings of briefs and counterbriefs, and finally a decision by the National Labor Relations Board in Washington, all of which took considerable time.

Naturally, Bank President Fritz was agreeably surprised when the National Labor Relations Board included 30 officers with a unit of 309 clerical employees. The officers immediately thereafter used the authority of their positions to attack the union. They argued with the employees they supervised that unionization would trigger first the loss of Central National's correspondent bank business, and then a subsequent loss of jobs at the bank. As a result of the NLRB decision, they were free to intimidate employees and did so under the license granted to them by the National Labor Relations Board.

The bank hired a Chicago consulting firm which worked with its supervisors and officers for purposes of defeating the union.

The bank, in accordance with President Fritz' statements, said that if management wanted to get a point across to workers, such as a change in policies, it gave the supervisors and officers a letter about this change with instructions to bring it to the attention of the workers and leave it with them for a while, telling the workers they would be back in 20 minutes or so to discuss any questions. In effect, the supervisors and the bank officers used individual captive audience meetings for purposes of intimidating their employees.

During the interview with *American Banker*, Bank President Fritz conceded that if the same election had been conducted a year ago, shortly after the union filed its petition last March, the results would have been different.

Despite the pressure from bank officers and supervisors, the inclusion of 30 officers in the collective bargaining unit, the meetings with supervisors, and the \$400 wage increase prior to the election, some 77 workers, or 25% of the collective bargaining unit, voted for the union. If the National Labor Relations Board had handed down a truly appropriate collective bargaining unit within a reasonable period of time, a majority of the eligible voters would have cast their votes for the union.

This is another example of a management-dominated National Labor Relations Board which had the audacity to include 30 officers of the bank in a collective bargaining unit on the grounds that they were neither supervisory nor managerial. The very fact that they were officers of the bank should have, in itself, been a convincing enough argument to the Board that they are both managerial and supervisory and, as such, do not belong in a collective bargaining unit.



N.Y. STOCK EXCHANGE SIGNS three-year contract with Local 205 covering some 2,000 employees of the Exchange and its two subsidiaries, Depository Trust Company and Securities Industry Automation Corporation. Seated from left: Terry Rogers, Exchange Real Estate Dept.; International Representative Justin F. Manning, who led the OPEIU negotiators; Local 205 President John Brady, and Bruce Cobdon, Exchange Vice President for Personnel. Standing from left are Exchange Executive Vice President Frank Palmara, DTC President Diron Koolotion, SIAC Vice President Vic Moore and Jim Banbury, Local 205 attorney. Contract gains were reported in March issue.

MBTA members awarded \$2,500 yearly raise by arbitration panel

Some 250 middle management and supervisory employees represented by Local 453 at the Massachusetts Bay Transit Authority in Boston receive a \$2,500 annual average increase in an initial contract awarded by an arbitration panel.

The \$2,500 average increase is broken down as follows: A \$700 average increase retroactive to Feb. 1, 1973, in the form of step adjustments; a \$700 payment retroactive to Feb. 1, 1974; an average \$1,000 increase resulting from a 2.7% cost-of-living adjustment, retroactive to June 1, 1973; and another 4.7% COL increase retroactive to Jan. 1, 1974.

The agreement further provides for \$700 average increases on employees' birthdays in 1974. A cost-of-living clause—effective in July, September and December 1974—will provide pay increases equal to percentage increases in the Consumer Price Index.

The contract establishes a union shop and a new dental plan, in addition to guaranteeing that present pension, vacation and holiday benefits will be continued.

The agreement, which runs to January 1, 1975, also establishes a joint union-management committee to consider continuing disputes over the effect of seniority on promotions, layoffs, recalls and job classifications. The committee is required to report to the arbitration panel in 60 days.

The OPEIU negotiated with MBTA for about six months before the initial contract dispute was submitted to arbitration. Massachusetts law forbids a strike by public employees. The arbitration panel was com-

posed of OPEIU attorney Robert A. Manning, attorney William Joy, who represented MBTA, and James J. Healy, a professor at the Harvard School of Business Administration, who served as neutral chairman.

The unit originally was organized a year ago last January by Boston's Local 6, which won a representation election conducted by the Massachusetts Labor Relations Commission. A separate local subsequently was chartered for the unit which includes engineers, accountants, data processing employees, writers, and planners. Unit engineers, were paid a "weighted average" of about \$15,000 annually prior to the contract.

The group was organized under an obscure state law necessitating a fight by the OPEIU right up to the Massachusetts Superior Court, which upheld the union. Since then numerous inquiries have been received by Local 6 from other supervisory and middle management groups in the area interested in union representation. However, the

exclusion of supervisory and managerial employees from Taft-Hartley coverage makes organization of these groups difficult.

If you move, send your old and new address, including zip code to:
William A. Lowe, Sec.-Treas.
815 16th Street, N.W.,
Suite 606
Washington, D.C. 20006

\$4,000 wage advance won in Albuquerque

Wage gains totaling more than \$4,000 per member over three years, increased employer-paid health, welfare and pension plan contributions and an additional paid holiday were gained by Local 251 in a renewal agreement at Navajo Freight Lines in Albuquerque, N.M.

Fort Worth Local 277 President-Business Manager J. B. Moss, who led the negotiations,

reports that the pact calls for a 35¢ an hour across-the-board wage hike in the first year and 30¢ in each of the two succeeding years. The current 10¢ an hour cost-of-living allowance was frozen into base pay with the employer guaranteeing two additional COL adjustments, ranging from an 8¢ minimum to an 11¢ maximum, during the life of the agreement.