



WHITE COLLAR

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

No. 364

APRIL, 1977

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Named to President's Committee

THE PRESIDENT'S COMMITTEE ON EMPLOYMENT OF THE HANDICAPPED



CERTIFICATE OF MEMBERSHIP

This is to certify that

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION

is a Member of the President's Committee on Employment of the Handicapped 1977-1978-1979

Harold Russell

Chairman, President's Committee

A MEMBER'S CREED

I BELIEVE

That handicapped people should be given equal opportunity to choose and prepare for occupations commensurate with their abilities and their potentialities; That handicapped people should be given equal opportunity, with others similarly qualified, in selection, appointment, and advancement in employment.

I PLEDGE

My best efforts to translate the foregoing principles into action; My assistance in every feasible way to equate the public generally and employers specifically with these principles.

President Howard Coughlin has been named to represent the OPEIU as a member on The President's Committee on Employment of the Handicapped by Harold Russell, committee chairman. Purpose of the committee is to bring about equal opportunity for the handicapped to choose and prepare for occupations commensurate with their abilities and potentialities as well as equal opportunity with others similarly qualified in selection, appointment and advancement in employment.

AFL-CIO Calls for Boycott of Ringling Bros. Circus

The AFL-CIO Executive Council urges all union members to join a nationwide boycott of the Ringling Brothers-Barnum & Bailey Circus because of its union-busting tactics against the American Federation of Musicians by attempting to impose a contract that would destroy long-held provisions and erode prevailing wage and working conditions.

"Because of its attempt to destroy the Musicians Union which has always provided music at circus performances," says a statement by AFL-CIO President George Meany, "the labor movement has no choice but to support and implement to the highest possible degree a nationwide consumer boycott of all circus performances at which music is not provided by members of the American Federation of Musicians."

Average Office Pay Boosted to \$17,368 p.a. in Amoco Pact

A new two-year agreement renegotiated by Local 423 for its office unit at Amoco Oil refinery in Whiting, Ind., boosts the average annual salary to \$17,368, or \$8.35 an hour, OPEIU Vice President Bill Adams reports.

He says it calls for a 9% increase in the first year, and a similar raise in the second of which 8% will be across-the-board with the other 1% based on merit. The shift differential in the first year will be increased to 45¢ an hour for the second shift, and to 90¢ for the graveyard shift. In the second year, the differentials will be further increased to 50¢ and \$1 an hour.

The medical benefit plan was improved to provide full reimbursement for hospital room-and-board, plus 80% for any

charges above the \$1,000, with co-payments to be increased to 80% and 75%. Coverage for retirees will be free, with spouses paying \$1.80 per month. The company agreed to increase its dependent contribution up to \$12 a month to a \$62 maximum in the first year, and in the second by \$10 to a \$72 maximum.

The plan will also pay the first \$500 for maternity and obstetrical care charges and, after a \$100 deductible, will pay 80% of such charges in excess of \$600.

If National Health Insurance becomes law, the company will pay the premiums and any unused portion of its contributions will be used for other benefits in mutual agreement with the Union.

All employees vested in the

retirement plan will be eligible for a minimum service benefit to be increased to \$12 per month for each year of service. Those who did not participate in the plan 90% of the time since June 30, 1947, or June 30, 1952, or July 31, 1955, will receive adjustments by the amount of annuity the employee did not accrue.

Other gains are an increase in lunch money to \$4 for those required to work continuously more than two hours beyond schedule; improved and speedier processing of grievances, and new provisions governing the hiring and promotion of casual employees.

The OPEIU negotiating team assisting Adams comprised Tom Zivich, Jerry Kalmas, Harry Silverman, Carl Zanol and Dolly Southern.

Hospital Pact Yields 21% Pay Gain Other Fringe Benefits Won at San Diego's El Cajon

General wage increases totaling 21% over three years, plus vastly improved fringe benefits, were won by San Diego Local 443 for its unit at El Cajon Valley Hospital, International Representative Bruce D. Groulx reports.

He says the settlement was reached after difficult negotiations in which management's offer of 15% over three years was rejected, reflecting the

guidelines set up by the San Diego Hospital Council, in an attempt to weaken and divide the unit.

Armed with a firm mandate from the unit, the negotiating team then submitted its counterproposals which management accepted. The new agreement, overwhelmingly accepted by the members, calls for across-the-board pay boosts of 9% in the first year, and 6% in each of

the following two years.

The shift differential was increased to 15¢ an hour in the first year, and 20¢ in the second from the previous 12¢. Call-in now provides for a two-hour guarantee instead of the former one-hour. Standby pay was raised to \$1 an hour from the previous 27¢.

The vacation schedule was improved to four weeks after (Continued on Page 2)

OPEIU Wins 5-Year 'Right-to-Work' Fight

U.S. Court Rules Fort Worth General Dynamics Plant Is on a Federal Enclave

A five-year court battle to decide whether Local 277 was legally entitled to negotiate an agency shop agreement for its office bargaining unit at General Dynamics in Fort Worth, Texas, because of the state's so-called "right-to-work" laws, has resulted in victory for the OPEIU.

A ruling handed down by the U.S. District Court for the Northern District of Texas, upheld OPEIU's contention that since the company's plant is located on a federal enclave, federal labor laws supersede those of the state of Texas in this instance. The decision was made by U.S. District Court Judge Eldon B. Mahon.

The original suit was brought against the company, OPEIU

Local 277 and two other unions in 1972 by 13 employees at G.D.'s airplane manufacturing plant who charged that the agency shop, under Texas laws, was "illegally" negotiated in the union contract agreements. Since then, several court litigations on the issue have taken place in state and federal courts, according to Local 277 Business manager J. B. Moss.

In October 1975, all parties agreed that this case should be decided on "cross motions for summary judgment . . . entirely on briefs and without oral argument."

Before filing suit, the 13 plaintiffs had refused to comply with the bargaining agreements in their entirety, sought an injunction against enforcement of

the agency shop requirement, and asked for unspecified damages against the company and the unions. An agency shop requires that non-union members of a bargaining unit pay a service fee to a union equal to the dues of union members for services provided.

However, the U.S. Court ruled and ordered that the action by the plaintiffs be "dismissed on the merits, that the plaintiffs take nothing, and that the defendants recover of the plaintiffs their costs of action."

Only three of the original 13 plaintiffs are now employed at General Dynamics, one on an hourly basis in Local 277's bargaining unit. Two others are in salaried positions and are not represented by any union. The

other ten were "laid off and do not have any recall rights," according to a company affidavit submitted to the court.

Noting that at least 95% of the company's facilities are located on the federal enclave, Judge Mahon observed that the Court was faced "with a choice of labor law in a situation where one job situs is partially under federal jurisdiction and partially under state jurisdiction."

"Accordingly," he ruled, "under the particular facts of this case, which establish that the vast majority of the actual work situs is on a federal enclave established prior to passage of the Texas "right-to-work" laws, the Court holds that Texas's "right-to-work"

laws are not applicable to the collective bargaining agreements in question."

This court decision, adds J. B. Moss, "concludes five years of litigation and we hope to implement the agency shop provision in Local 277's contract with General Dynamics in the immediate future."

Corporate Bribery

The Council on Economic Priorities reports that U.S. corporations recently have paid out more than \$300 million in bribes to corrupt officials of foreign governments.

Some of these corporations told U.S. unions in collective bargaining in 1976 that they couldn't afford decent pay raises for their employees.

WHITE COLLAR

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

HOWARD COUGHLIN
President

WILLIAM A. LOWE
Secretary-Treasurer

POSTMASTERS, ATTENTION—Change of address Form 3579 should be addressed to: Office and Professional Employees International Union, 815 16th St., N.W., Washington, D.C. 20006.



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Jobless Bills Needs Push

The Full Employment Bill designated H.R. 50 and S. 50 in the House and Senate, respectively, has been introduced to the 95th Congress by Representative Augustus F. Hawkins and Senator Hubert H. Humphrey where it already has gained the co-sponsorship of 70 House and 9 Senate members.

There are currently more than 10 million Americans without work. The unemployment rate and the nation's economy in general continue to ride the economic roller coaster, vacillating between setbacks and improvements. Our treadmill economy seems to take a step forward only to fall three steps backward in due course.

Based on recent economic management policies the predictions of many economists indicate a continuance of the gloomy unemployment situation throughout this decade, and for some of our citizens for many decades to come.

Unemployment has been a persistent problem for those who are women, teenagers, black or members of other minority groups. Unemployment affects a disproportionate number of these workers and forces greater numbers of them into the jobless category.

Even during times of relative prosperity and expansion, the unemployment rate for these groups has remained unacceptably high, often as much as two or three times as high as the rate of the general working population. For these people a return to economic normalcy is a continuation of economic deprivation.

The Full Employment Act sets out to establish as the nation's Number 1 economic policy the right of every adult American, able, willing and seeking work to have the opportunity for useful employment at fair wages.

Organized labor fully supports this measure but individually we must make our views known to Congress where the Bill is now under consideration. The voices of the American people must be raised on this issue, and we can expect to be heard for the first time in eight years.

All OPEIU members are urged to write their Representatives and Senators telling them clearly that you fully support enactment of the Hawkins-Humphrey Bill for Full Employment.

Profits First; People Last

Dissatisfied employees at the First National Bank of Pueblo, Col., recently asked the OPEIU for help to unionize to gain better pay and working conditions.

Management reacted fast with a four-page letter to all employees with the usual paternalistic salve—mostly empty promises—in an effort to keep the union and collective bargaining out.

Most of the letter was devoted to explaining that the government's Consumer Price Index (CPI) isn't a "cost-of-living index" at all, so management dutifully ignores it in setting wage scales because:

"When prices rise, many people adjust shopping prices by substituting less costly items, or even doing without certain products to keep within the budget. The CPI does not take into account such substitutions. Rather it measures the same market basket with the same weights, month after month."

If these people are not impressed by the First National's advice, then if the landlord should raise their rents they

should move to a cheaper place; economize on lunch by dropping their sandwich or coffee, or substitute a bicycle for bus or car in getting to and from work.

The remedies suggested are for all hands to "tighten their belts" another few notches; grin and bear it, and even sacrifice their present meager living standard so that the bank's "profitability" won't be disturbed.

Of course, the bank says it stands ready to "reward individual performance through merit pay increases," and annually to "implement changes in our rate ranges to keep them competitive." Why did it wait until the OPEIU appeared?

Moreover, each employee will soon be honored by a social visit from a top official to explain "the bank's financial health and our projections for the future." If the threat of a union stirs management to this extent, bank employees should realize what collective bargaining can really do for them, spelled out in a union contract.



OFFICE & PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION

AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS AND CANADIAN LABOUR CONGRESS

HOWARD COUGHLIN
PRESIDENTWILLIAM A. LOWE
SECRETARY-TREASURER

April 1977

TO ALL OPEIU MEMBERS IN THE UNITED STATES:

Citizen involvement in the affairs of government is a basic cornerstone of the American way of life.

Such obvious examples as voting and civic activities come to mind right away. But, perhaps, you hadn't thought that one of the ways you can save for your own future involves you in America's growth and future as well.

We're talking about U. S. Savings Bonds, of course. The bond-buyer is in partnership with America in fighting inflation and building the economic strength essential for a better tomorrow. Reason enough for U. S. Savings Bonds to have support, certainly. But bonds offer other, more personal advantages, too.

Buying bonds is a safe, dependable way to save for future needs. Bonds pay an attractive 6% rate of interest, free of state and local taxes, and guaranteed to maturity. They are replaced if lost, stolen or destroyed.

Today over 40,000 employers offer the Payroll Savings Plan for the purchase of Savings Bonds and over 9-1/2 million workers are participating, yet there are many who are not taking advantage of this program.

It's a fringe benefit that I sincerely hope is available to all our members. If not, I urge you to do all you can to see that your employer makes the plan available and to encourage all our members to join it. You'll be glad you did.

Fraternally,

Howard Coughlin
PresidentHC/mm
opeiu:153
afl-cio

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NLRB Rules on Auditing Firms Finds Employees Are Covered by Labor Laws

Indicating that accounting firms are "directly and inextricably related to the efficient functioning of commercial activity in this country," an NLRB panel decided to assert jurisdiction over such firms in ordering an election among employees of the national supply department of Ernst & Ernst, Cleveland, Ohio.

The panel finds the employer to be an independent certified public accounting firm with more than 100 offices in 40 states, including its Ohio headquarters. The national supply department, also located in Cleveland, "provides local offices with printing and mailing services and general supplies." It also functions as a library and distribution center.

Rejecting various arguments by the firm, the panel finds that the employer had gross revenues of \$10 million in the last fiscal year, "including \$1 million in gross revenues from clients who meet the Board's direct inflow or direct outflow standard for jurisdiction," to exert NLRB authority.

"While it is true that accounting firms do not provide the economy with a tangible product, it would be unreasonable to conclude," the NLRB panel declared, "that labor disputes involving firms of this type would not affect commerce. Throughout its existence the Board has exercised jurisdiction over employers whose

primary activity is the rendering of services, not the production of goods."

Rejecting also employer arguments that the firm was

subject to Securities and Exchange Commission regulations and that its services were confidential, the panel found them "without merit."

New OPEIU Representative Named for Northeast Area

President Howard Coughlin announces the appointment of another International Representative for the Northeast Region covering the New England states as well as New York, Connecticut, New Jersey and Pennsylvania.

He is Mark Reader, 25, a native New Yorker, who holds a Bachelor of Science degree from the New York State School of Industrial and Labor Relations at Cornell University in Ithaca.

He has had a number of years in experience with the labor movement, having previously worked for the Union Family Medical Fund of the



Mark Reader

Hotel and Motel Trades Council in New York City. He later worked as an organizer on the national staff of a hospital union.

Hospital Pact Yields 21%

(Continued from Page 1)

10 years from the previous 15, and one additional paid holiday was gained. Part-timers will also receive vacation, holidays, sick leave and bereavement leave pro rata, as well as premium pay for holidays when worked.

Major language changes were made covering seniority, grievance procedure, sick leave and leaves of absence.

The unit negotiating team assisting Groulx comprised Carol Bristol, Gwendolyn Bray, Joseph Harris, Robert Witt, Shirley Witt, Elaine Rusconi and Cheryl Shanks.

1977 CONVENTION CALL

March 1, 1977

GREETINGS:

You are hereby notified that, as provided by the Constitution of the Office and Professional Employees International Union, the 1977 Convention of our International Union will be held at the Hyatt Regency Hotel, Los Angeles, California, beginning at 10 o'clock, Monday morning, June 6, 1977, 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 10, 1977.

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 9, 1977, together with the \$25.00 registration fee for each delegate.** 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 16, 1977. 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 functions 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 (1/12th) 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 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 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 or alternate 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	\$397.98	42	\$436.26	114	\$624.58
2	506.00	44	351.78	119	411.62
3	76.34	46	473.88	120	264.88
4	539.22	49	452.54	123	548.02
5	182.82	52	382.58	128	514.58
6	571.12	53	289.30	129	302.28
8	210.98	54	376.20	131	495.44
9	383.68	55	429.88	135	533.28
10	436.26	56	78.54	137	506.44
11	181.50	57	548.46	139	24.64
12	335.28	60	368.06	140	0.00
13	349.58	61	402.38	142	538.34
14	526.68	62	138.60	143	539.22
15	237.60	66	319.88	144	427.02
17	450.78	67	451.88	151	480.92
18	396.44	71	390.50	153	539.22
19	429.88	73	472.34	158	376.20
20	537.24	74	352.22	161	484.00
21	425.92	78	441.98	165	544.50
23	205.92	80	423.94	166	478.72
25	567.60	81	399.74	167	363.44
27	311.52	84	487.74	169	316.58
28	383.90	87	327.14	172	368.72
29	75.46	89	379.72	174	0.00
30	0.00	95	370.04	179	411.62
31	127.38	100	174.90	180	528.66
32	537.24	105	325.60	182	391.60
33	469.92	106	559.90	186	479.82
37	316.36	110	536.58	191	581.46
39	367.62	112	539.00	192	595.32

No.	Amt.	No.	Amt.	No.	Amt.
196	\$147.18	342	\$342.32	435	\$553.30
199	385.44	343	495.44	437	265.32
202	513.04	345	576.40	440	648.78
204	387.86	347	453.42	442	586.74
209	387.42	348	379.06	443	24.64
210	539.22	350	598.62	444	338.58
212	483.56	352	471.90	445	50.16
214	434.28	353	408.10	446	351.12
216	353.32	354	517.44	447	538.78
219	418.00	361	623.70	448	759.88
221	338.58	367	352.66	449	539.22
225	540.76	375	417.34	450	462.44
228	553.08	376	51.54	452	537.90
232	609.18	378	237.60	453	571.12
233	490.16	379	42.86	454	399.74
236	399.74	381	259.82	455	472.56
247	556.38	382	302.28	457	463.32
251	146.08	383	351.78	458	287.98
254	715.88	386	399.74	459	419.98
255	737.88	388	417.34	460	563.86
260	585.64	389	517.50	461	399.08
263	487.08	391	383.90	462	759.88
265	565.18	393	430.10	463	548.46
267	407.88	397	301.40	465	332.42
268	427.02	398	549.78	466	550.88
269	555.28	399	599.94	467	402.16
272	599.94	401	613.14	468	460.46
273	427.02	402	759.88	469	469.92
277	266.20	403	368.06	470	759.88
278	589.82	404	541.86	471	463.76
279	541.64	406	753.50	472	0.00
281	524.26	407	393.36	473	460.46
282	533.94	409	566.94	474	392.92
283	565.18	410	167.42	476	526.68
286	132.88	411	320.76	477	523.38
290	485.98	413	539.22	478	306.02
295	612.04	414	628.54	479	465.52
298	269.94	415	645.48	480	535.48
303	306.02	416	623.70	481	542.96
306	206.14	417	436.26	483	537.90
311	375.10	418	537.90	484	539.66
319	96.80	419	321.42	485	450.12
320	298.32	420	329.78	486	399.74
321	422.84	421	496.76	487	402.38
325	410.96	422	434.94	488	220.22
327	379.72	423	386.10	489	387.86
329	550.88	424	625.68	491	540.76
330	278.52	426	529.32	492	540.32
333	434.94	428	351.78	494	145.42
334	502.92	429	477.84	495	42.46
336	377.08	430	337.26	497	42.88
337	462.88	433	759.88	500	383.68
339	452.54	434	548.46	511	298.32

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

Hotel reservation requests should be sent to the Hyatt Regency Hotel, 711 South Hope Street, Los Angeles, California 90017.

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 Hyatt Regency Hotel are presently as follows:

Single Room	\$32.00
Double or Twin (2 persons)	\$39.00

SPECIAL MEETINGS: At 2 P.M., Sunday, June 5, 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
 JOHN KELLY
 GARY D. KIRKLAND
 HARVEY R. MARKUSEN
 MARIE METCALF
 J. B. MOSS
 GWEN NEWTON
 FRED A. TROTTER

LOCAL UNION SECRETARY-TREASURERS WILL PLEASE READ THIS CALL AT THE FIRST MEETING OF THEIR LOCAL UNION FOLLOWING RECEIPT OF THIS CONVENTION CALL.



from the desk
of the
PRESIDENT

Arbitration Costs Analyzed

At all of our recent Educational Conferences, your President discussed the increasing costs of arbitration and suggested that our Locals use the expedited arbitration procedures of the American Arbitration Association as opposed to the usual arbitration process, which is both lengthy and expensive. The Bureau of National Affairs, in its weekly newsletter dated December 30, 1976, did an article on this subject and also referred to a similar article published in the AFL-CIO's "Federationist."

Some of the data, while familiar to those of us who are regularly engaged in arbitration, is an eye-opener to those who seldom use the arbitral process. For example, the average time span during the process is approximately 223 days. The time used in the grievance machinery before a panel is requested is 68 days. The time span between the request for the panel and the panel lists sent out to the parties is six days.

Another 45 days is consumed before an arbitrator is appointed. An additional 61 days passes before a hearing date is granted by the arbitrator. After the arbitration has been conducted, there is an average of 43 days before the award is granted. In effect, almost eight months is consumed from the date that the grievance is presented to the date of the award.

The costs of arbitration are equally shocking. In an average arbitration, lost time for the grievant and witnesses is \$160. The filing fee is \$50. The average legal charge for research and the interviewing of witnesses is \$380. Arbitrator's fees for one hearing day for the union averages \$100, plus arbitration meals and travel time, in addition to study time adds up to \$350.

The presentation of the case by an attorney, in addition to post-hearing work such as study of the transcript and preparation of briefs, averages \$770. Transcript costs are high and even much higher if you want a transcript in less than ten days. The usual transcript will cost \$2.75 per page, or an average total of \$325. Early delivery of transcripts will run as high as \$4.00 per page.

The average total cost of an arbitration to the Union is \$2,220. Obviously small local unions find it difficult to pay such charges, particularly if confronted by a large corporation intent on arbitrating the local union out of business.

The American Arbitration Association several years ago, after a study of the problems of labor-management arbitration, founded its Expedited Arbitration System. The AAA set up a Special Panel from the AAA Roster for the expedited process. An arbitrator from this panel is made available within three days from the time the request of the parties is made. The filing fee for each party is \$100.00 from which the arbitrator is paid. Briefs and transcripts are eliminated.

The decision of the arbitrator is made within five days. The total cost to the union is minimal, particularly as compared to the costs of the usual arbitration procedure. The entire process consumes less than two weeks as compared to the average of 223 days for the usual arbitration.

The O.P.E.I.U. strongly recommends the use of AAA's Expedited Arbitration Procedure.

New Midwest Council Elects First Officers

The new OPEIU Midwest Council quickly became operational by adopting a Constitution, electing a full slate of officers, hiring its first Business Representative, and adding two more Locals to its original roster of seven at a meeting in the Red Carpet Inn, in Milwaukee.

OPEIU Vice President Bill Adams reports that the Council's first Business Representative is Stan Luker, who previously had served Milwaukee Local 9 in a similar capacity. The two new member Locals are 95 of Wisconsin Rapids and 221 of Galesburg, Ill.

Officers elected by the Council

are Marion Sachtjen, of Madison Local 39, as President; M. Zuege, of Local 95, First Vice-President; L. Weaver, of La Crosse Local 44, Second Vice-President; S. Wright of Kankakee, Ill., Local 311, as Secretary-Treasurer, and R. Crescenzi of Chicago Local 391, as Recording-Secretary.

Two Trustees were also elected. Y. Anderson of Galesburg, Ill., Local 221, and M. Sulli, of Kenosha, Wisc., Local 336.

Under the new Constitution, each Local is allowed one representative. D. Bowler represented Twin Cities Local 12 at the new Council's meeting.

2 EDP Members Win Jobs Back

N.J. Arbiter Sides With OPEIU in Blue Shield Firings

Two electronic data processing employees at Blue Shield of New Jersey were ordered restored to their jobs with full back pay after being discharged for failing to meet an arbitrary productivity standard set by their supervisor.

The ruling came when Newark Local 32 brought their case before an arbitrator from the New Jersey State Board of Mediation. According to Business Manager John P. Ronches who argued their case, both women were discharged on May 7, 1976, after several counselings and warnings regarding their low productivity.

The standard was set by their supervisor from a statistical compilation he made of the work of 30 employees in the Data Transcription Unit over a five-month period. From this study, the supervisor decided that each employee processed an average of 74 claims an hour.

The supervisor at the hearing admitted that he had no

specialized knowledge or training to establish a reasonable average, and conceded that he had developed the statistics by himself without consultation either with the Union or the affected employees. Prior to compiling the statistics, he also admitted that he had no complaints about the women's work.

The Union contended that a production standard is a condition of employment subject to collective bargaining, and that it had not been informed by the employer that a production standard was being established.

Although it did not dispute the employer's right to discharge for "failure to perform," it argued that in this case the employer was obligated to demonstrate "reasonable cause." It noted also that neither the seniority of the employees nor the fact that they had been involuntarily transferred to the unit had been considered.

After hearing testimony by both sides, Arbiter Nathan

Cohen upheld the Union's arguments. He noted that while their work was satisfactory for two years, it now was considered "unsatisfactory based solely upon an arbitrary performance standard which I consider to be unreasonable," pointing out that in any average some perform above and some below it, adding:

"A standard related to average performance must be set at some point below the average which can reasonably be demonstrated to be the incompetence borderline. I therefore do not believe the judgment of the supervisor should be given any weight in this particular instance. In the absence of any other evidence that either was incompetent, I find that the employer has not presented reasonable cause for their discharges."

If you move, send your old and new address, including zip code and social security or social insurance number to:

William A. Lowe, Sec.-Treas.
815 16th Street, N.W., Suite 606
Washington, D.C. 20006

\$2,700 Per Member Won in New De Laval Contract

Wage gains totaling nearly \$2,700 per member over two years, together with other fringe benefit improvements, were won in a new contract renegotiated by Local 112 for its office unit at the De Laval Separator Company in Poughkeepsie, N.Y.

President Anthony Massarone reports that the new agreement calls for a 43¢ an hour increase in each of two years, retroactive to February 15.

Among major gains are an improved vacation plan, better health-welfare-surgical coverage at no increase to employees, and an increase in AD&D pay-

ments in the second year. The unit also won an increase of \$1 per month in each year of the contract, times years of service, in pension benefits.

A new clause was negotiated for union security. It requires any new employee to join and maintain membership in the union within 31 days of hiring.

The unit negotiating team was headed by President Massarone and included Vice-President Tremper, Sec.-Treas. Walter Hauver and member Donald J. Meyer. They were assisted by International Representative Gene Dwyer.

CUNA Agreement Wins 23% Wage Increase

Wage boosts totaling 23% across-the-board over three years, in addition to other fringe benefit improvements, were won in a negotiated contract by Local 39 for its office units at the Credit Union National Association (CUNA) Inc., in Madison, Wis., International Representative Mike Walker reports.

He says the new agreement calls for 8% in the first year, and 7½% in each of the following two years. It covers CUNA's other corporations except the CUNA supply shop which also gets 8% in the first year, and 3% in each of the following two years with a COLA in those years.

Employees in Grades 46 and 47 were upgraded and will receive additional wage increases ranging from 5¢ an hour to 15¢ periodically for the former, and from 5¢ to 25¢ for the latter.

Other gains are an additional floating holiday and a more liberal vacation schedule. This calls for four weeks after 14 years, and five weeks after 25.

The employer agreed to pay 60% of hospitalization insurance in the first year, 80% in the second, and 100% in the final contract year. In the first year also, salary continuance and life insurance premiums will be completely employer-paid.

Other provisions call for longevity pay increases of 3% after ten years of employment, and 4% after 15 years; one month's notice or pay if an employee is terminated because of job abolition, and compensatory time off for all professional employees, not covered by the Wage-Hour Act, after they have worked 43 hours in one week.

U.S. Price Index

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

1976	
February	167.1
March	167.5
April	168.2
May	169.2
June	170.1
July	171.1
August	171.9
September	172.6
October	173.3
November	173.8
December	174.3
1977	
January	175.3
February	177.1

Canadian Price Index

Statistics Canada
*New Base 1971=100

1976	
February	145.6
March	146.2
April	146.8
May	148.0
June	148.7
July	149.3
August	150.0
September	150.7
October	151.7
November	152.2
December	152.7
1977	
January	154.0
February	155.4