



# WHITE

Official Publication of the



# COLLAR

Office Employees International Union



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17

## Gains Won at Euclid, Ohio

In the longest strike in the history of the Addressograph-Multi-graph Corp. the members of Local 49, Euclid, Ohio, were victorious in winning new economic gains. The strike started on June 12, 1959 when the production workers who are members of the International Association of Machinists walked out. Local 49 members respected the IAM lines until June 22, 1959 at which time they also went on strike. At the time Local 49 notified the Company they were also on strike, the Company had made no offer to the OEIU group which numbers 740 strong. In the long negotiating sessions that followed, Local 49 was able to win a package which included four dollars across the board retroactive to June 4, 1959.

### New Pension Plan

Also a new pension plan was negotiated with several increases in benefits which also included those already retired. Other gains included time and one half after eight hours in any one day (the Local had been trying to get this for five years), also making the funeral leave clause more liberal by adding additional relatives, and other points, some of which were the direct result of the strike.

The Negotiating Committee was composed of Norman Hays Chief Steward, James Richards Vice President, and members Charles Vella, Ralph Puro and Earl Sebring.

The Committee was assisted during these negotiations by OEIU International Representative J. M. Sleeth.

The officers and members of Local 49 have requested the International to thank all local unions who gave financial assistance.

## Company Offer Accepted by Local 212

A threatened strike at Remington Rand Inc., Buffalo, N. Y., was averted as clerical workers, represented by Local 212, accepted company proposals, made under a wage re-opener, to advance pay raises due next January under a four-year contract.

The union, after taking a strike vote, continued negotiations with the company in mediation with the result that one revision was made in the company offer. About 150 lowest paid employees will be reclassified and will receive weekly pay raises ranging from \$2 to \$4 in addition to the \$2 to \$4 increases effective immediately for all 700 clerical workers in the bargaining unit.

The general increases, which would have been due next January, went into effect July 20. Third-year increases in the same amount are due next June 18 and the contract expires in October 1961, rather than in January 1962, as originally provided.

## Local 251 Signs With Sandia

OEIU Local 251 and the Metal Trades Council bargained jointly with the Sandia Corporation in Albuquerque, N. Mex., which runs an atomic energy plant, and recently renewed the agreement.

As a result of this new agreement, the number of stewards was increased, additional bulletin boards were granted and wage increases up to \$4.40 a week were obtained for the membership.

Including this new increase, the rate ranges now have starting salaries up to \$125.25 per week and standard rates up to \$143.40 per week.

Along with the other terms of the agreement which were improved, the sick leave provision was broadened and the terms of maternity leave were improved.

One unusual article in the new agreement states that all employees will be kept well informed of their radiation exposure and upon termination will be given a record of their total radiation exposure.

## International Paper Signs With OEIU Locals

A contract settlement between OEIU Locals 71, 80, 209 and 233 was reached with the International Paper Company, Southern Kraft Division.

A 3 per cent general wage increase with a minimum of 7c an hour effective August 1, 1959, is contained in the new agreement. On June 1, 1960, an additional general increase of 4 per cent will be effectuated.

Three weeks' vacation after ten years of service and an additional holiday were also obtained.

The company has also agreed to contribute \$2 each month to the monthly cost of each employee's dependency coverage in the hospitalization program. The company has also agreed to assume all increased cost of the hospital plan for all employees.

The Arizona Chemical Company, which is jointly controlled by the International Paper Company and the American Cyanamid Company, also signed the same contract with OEIU Local 80.

Vice President Bloodworth assisted the committees in these negotiations.

## Logue Appointed United Fund Chairman

Jim Logue, president of OEIU Local 352 in Franklin, Pa., has been appointed chairman of the United Fund's forthcoming drive in that city.

Brother Logue's work will center around publicity and promotion.

Jim Logue is well known in Franklin for awards won in publicity and jingle contests.

He is well equipped through experience to lead the United Fund's campaign.

## Ratifying Contract at Euclid, Ohio

(Story in Column 1)



Left to right: Ralph Puro, Charles Vella and Earl Sebring, of negotiating committee; J. M. Sleeth, International Representative, OEIU; Norman Hays, chief steward; Tony Urb, (arm upraised) president, Local 49; James Richards, (behind Urb) vice president, Local 49 negotiating committee; Beverly Sebring, recording secretary; John Doganiero, secretary-treasurer.



## Signing with Sandia Corp. at Albuquerque

(Story in Column 2)



Standing (left to right): E. Gunn and H. E. Large, OEIU Local 251 bargaining committee members; E. J. Peterson, vice president, Metal Trades Council; G. H. Hillenbrand, FM & CS, San Francisco; F. E. Morton, OEIU International vice president; G. A. Parker, Jr., director of Industrial Relations, Sandia Corp.; J. C. Sitts, secretary-treasurer, Metal Trades Council; W. H. Chandler, Sandia Corp.; and H. H. Atkins, FM & CS, Albuquerque. Seated (left to right): Mrs. Josephine Norwood, secretary-treasurer, OEIU Local 251; A. A. Amato, president OEIU Local 251; E. C. Peterson, labor relations manager, Sandia Corp.; H. E. Burrell, president, Metal Trades Council.



## Improvements Gained in International Paper Contract

(Story in Column 2)



SOUTHERN KRAFT COMMITTEES—Shown is the committee representing OEIU locals party to contract with the International Paper Company, Southern Kraft Division. Left to right: L. E. Combest, Local 209, Kreole, Miss.; J. T. Martin, Local 233, Georgetown, S. C.; J. O. Bloodworth, OEIU Vice President; Wm. E. Coyle, Jr. and Guy Fisher, Local 80 Panama City, Fla. Left to right, second row: Ruth Brown, Local 71, Mobile, Ala.; Annie Ping, Local 209, Kreole, Miss.; Jack Bourne, Local 233, Georgetown, S. C.; Herbert Dryden, Local 209, Kreole, Miss.; Dewey Hardee, Local 71, Mobile, Ala.; Travis Whitman, Local 80, Panama City, Fla., and Clayton Lawrence, Local 71, Mobile, Ala.

## WHITE COLLAR

Official Organ of  
OFFICE EMPLOYEES INTERNATIONAL UNION  
Affiliated with the AFL-CIO

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## Catlin Act Repealed

**T**HE vicious Catlin Act which was passed by the Wisconsin Republican controlled legislature four years ago has been repealed.

The Catlin Act prohibited unions from contributing money or anything of value directly or indirectly for political purposes within the State of Wisconsin. This included helping candidates for State office. This could also have been interpreted to mean that Union people could not work for the election of a candidate of any party friendly to labor.

Governor Gaylord Nelson, a Democrat, signed the repealer bill after a number of Republicans joined with the Democratic majority in the State Senate to pass the bill by a single vote. It had previously passed the Democratic controlled Assembly.

It is interesting to note that the bill's author, former Assembly Speaker Mark Catlin, came out of political obscurity to testify in public hearings in a vain attempt to block the repeal of the law which he steered through the State Legislature in 1955.

Mr. Catlin was charged with unethical practices in 1956 in offering to use political influence to obtain pardons for prisoners and charging excessive fees to inmates of the state prison. He was subsequently defeated for re-election to the Assembly and later found guilty by the State Supreme Court which fined him \$1,500 and suspended his license to practice law for six months.

It is good to note that such an unethical politician no longer has influence in the State of Wisconsin.

## Steel Dispute

**I**N the steel strike, the companies involved assure the Nation that they were carrying on a fight to hold the line against inflation. Newspapers have picked up this line and we see much of these arguments in the editorials of the Nation's leading newspapers.

The position of the companies does not appear to be as patriotic as it would seem when exposed to close scrutiny.

For example, the prices of all wholesale manufactured products rose 32 per cent between 1947 and 1958 but the steel industry boosted its prices 100 per cent. United States Steel, in 1953, earned a profit of \$7.47 a ton. This profit per ton increased to \$19.31 by 1958. For every \$1.00 per ton which the steel industry granted in wage increases, it increased its own prices by \$3.00 per ton.

It is quite evident that the blame for inflation lies with the industry and not with the workers.

## Office Worker Hours

**M**OST people seem to be of the opinion that office workers on the average have a short workweek. This is particularly true in the larger cities.

However, the National Office Management Association recently released a survey which would indicate that the reverse is true.

This survey covered 509,000 clerical employees of 7,590 firms in 128 cities in the United States and Canada. It showed that 68 per cent of United States firms require clerical employees to work a 40 hour week. Twelve per cent work 37.5 hours and only five per cent have a 35 hour workweek.

This survey also proved that clerical wages are far behind manual wages in manufacturing industries. Clerical fringe benefits also lag.

These are some of the reasons why more and more clerical employees are seeking unionization.

## U.S. Rubber Agreement Inked

Vice President Leo J. Wallace reports the completing of a new agreement with the U. S. Rubber Company and Local 63, Providence, R. I.

The agreement provides for a Supplemental Unemployment Benefit Plan with maximum payments of \$30 per week. Benefits can run to a maximum of 39 weeks.

A new pension, insurance and severance pay agreement provides for an increase in minimum payments from \$1.80 to \$2.10 per month for each year of service. Employees retired since July 1, 1950, will receive \$2 per month for each year of service after July 1, 1959. Minimum benefits are exclusive of social security. Eligibility for pension was lowered from 15 years to 10 years minimum service at the age of 65. The pension plan is to be funded and vested rights are now provided for.

Employees who leave the company after age 40 with at least 10 years of service can receive pension from the company when they reach 65 and figured on service with the company after age 30. Minimum disability pension was raised from \$80 to \$100 for em-

ployes with over 15 years of service.

The general contract provides for nine paid holidays and holidays falling on Saturday will be taken on a day picked by the employee or on a day when the plant closes. A new seniority provision providing for unit-wide seniority by classification rather than the departmental seniority system previously used. A maternity clause that provides for returned employees to pick up past service and original seniority after one year was also included.

Overtime work is to be voluntary but cooperation on the part of the employees is expected. The overtime work is to be equally divided. All time on the payroll will count toward service regardless of the duration of the period off the active payroll, except for terminations by reason of quitting or discharge.

The wage issue will be reopened on 60 days notice as is the usual practice.

The committee which negotiated the new agreement consisted of Vice President Leo J. Wallace; Win Plaisted, president of Local 63; Teresa Procopio, Mary Posle and Peggy Gugliemello.

## Eight-Week Strike Settled in New York

One of the longest strikes in the history of Local 153, New York City, came to a successful conclusion on July 31, 1959, when members at S. S. White ratified an agreement reached at the New York State Board of Mediation between Meyer Drucker, Business Representative, the negotiating committee and management.

Although the strike lasted eight weeks, members accepted their responsibilities as good trade unionists. This was not unnoticed by the Local 153 staff who took "tours of duty" on a daily rotation basis throughout the strike. The cooperation and liaison between the picket captains and their committee at strike headquarters with the clerical staff simplified the administrative details of preparing lists for payment of strike benefits, issuing emergency bulletins, assuring members of welfare coverage during this period, and many other details.

There is no doubt that the determination of our members at S. S. White under the leadership of Meyer Drucker, business representative, was the prime factor in motivating management to offer the following:

1. \$3.50 per week across the board retroactive to May 15, 1959. (Management steadfastly refused to grant a general wage increase—this was a major issue.)
2. \$1.50 across the board effective February 15, 1960. Both in-

creases to be applied to the minimums and maximums.

3. An 18-month contract which expires November 15, 1960.

4. Group Health Dental Insurance coverage as of August 1, 1959.

5. Guaranteed holidays.

6. All merit increases, reclassifications and up-gradings previously agreed to are retroactive May 15, 1959.

7. Time lost from the job as a result of the strike will not be counted as time lost for purposes of vacation entitlement.

The negotiating committee consisted of Meyer Drucker, business representative; Joseph Loudon, chief steward; Al Teryek, Ken Hall, Edward Fischer and George Greco. In a strike of such a long duration, it is impossible to mention all of the members who accepted and performed duties beyond that which was expected of them. Our entire staff feels, however, a special word of mention should be given Katherine Teryek for her unselfish devotion to duty.

In appreciation of the outstanding job done by Meyer Drucker, business representative; Ben J. Cohan, secretary-treasurer, and the cooperation rendered by the staff, members at S. S. White invited all business representatives and their wives to a social on Staten Island on August 22.

### Local 177 Wins 5 Per Cent

The members of Local 177, Elyria, Ohio, ratified by unanimous action an increase of 5 per cent across the board in a wage re-opener with the American Radiator & Standard Sanitary Corp. This increase was reported to be far in excess of any increase granted in the Elyria area this year, for any group.

The Negotiating Committee was composed of G. E. Schneider, president; John Springer, vice president, and Committee Members Audrey LeMasters and Eugene Penrod.

The committee was assisted at the end of negotiations by International Representative J. M. Sleeth.

## Pope John XXIII on Labor

"Since there continues to exist too many differences in material possessions, there are too many causes of enmity between various groups on account of the theory—sometimes defective, sometimes completely unjust—concerning the right of property among those who selfishly desire their own advantage and convenience. . . .

"Moreover, we earnestly exhort those who hold responsible positions in the various fields of human labor, and on whom the lot of the workers and sometimes their very lives depend, not only that they take careful account of the wage the workers obtain by their labor, and the recognition of their rights, but also that they really consider them as men, or rather, as brothers.

"Employers should also provide in some suitable way for the workers to share more and more in the fruits of their labor and feel themselves partners in the whole enterprise."

## Steck Named to Buffalo Central Body



Emil Steck

Emil Steck, Business Representative of OEIU Local 212 in Buffalo, N. Y., was elected to the Executive Board of the newly merged Buffalo AFL-CIO Central Labor Council.

The Council, representing over 100,000 trade unionists in the Buffalo area, was formed as a result of the merger of the former Buffalo Federation of Labor and the Greater Buffalo Industrial Union Council.

Emil Steck, who has represented OEIU Local 212 for a number of years and has participated in numerous successful organizational drives in the city of Buffalo, earned his election through active participation in the activities of the former Buffalo Federation of Labor.

His election emphasizes the importance of white collar unions in organized labor.

## Oakland Dairies Sign for Increase

Some 200 clerical employees in the Oakland, Calif., area get a \$20 increase in monthly pay retroactive to June 1, and the promise of \$10 to \$13 more next year under a new contract between Office Employees Local 29 and the Alameda County Milk Dealers' Association.

Local 29 called its 1958 agreement with the dairies the "best settlement of the year," and the new contract appears to continue most provisions unchanged. An exception is the vacation clause, with the new contract providing a fourth week of vacation next year for employees with 15 or more years of service.

Employees with one year's service continue to get two weeks of vacation a year, and those with five years of service continue to be eligible for three weeks with pay. Other fringes include a health-welfare program financed by the employers, eight holidays and paid sick leave.

Last year's contract was settled on the basis of a \$26 increase in monthly rates June 1, and \$10 more across the board December 1.

## Canadian Notes Job Discrimination

The problem of the employment of older workers is receiving the attention of the government, Hon. Michael Starr, Minister of Labour, told the House of Commons last month.

"A number of firms in this country have now approached the ridiculous in their attitude on this question," he said, adding that some have even set the upper age limit for employment as low as 35 years.

"Studies were recently undertaken by the economics and research branch of my department which show not only the downright fallacy but the poor economics of this position, and I hope to be able to bring these results home to employers across Canada very shortly," the minister said.

## New Gas Company Agreement Signed



A new two-year agreement was signed by the representatives of Local 2, Washington, D. C., and the Washington Gas Light Company, covering 569 office employees of that company. The settlement provided for a 5.5 per cent wage increase and improvements in the pension plan. This represents a 13-cent hourly wage increase on the average salary. The changes in the pension plan provide revisions of the methods of computing benefits and, in the case of seven employees scheduled to retire this year, it will mean an increase in the amount of retirement paid by the company of from 31 per cent to 52 per cent. The changes will likewise provide future retirees 40 per cent of their final average compensation. This is based on length of service and the average earnings for the ten calendar years preceding retirement. Service has been bridged for the purpose of computing time employed. The daily hospital benefit was increased from \$13 per day to \$18 per day, with the company paying the full cost of the increase. Shown signing the agreements are: seated, left to right, E. T. Stafford, company secretary; John P. Cahill, president of Local 2; Donald S. Blittinger, company president; and Fred W. Amadon, director of personnel. Standing, left to right: Thomas Riggs, Roy W. Ellis, Jr., Robert McDonald, William Pooton and Herman Hazel, members of the employees' negotiating committee; and Otis H. Ritenour, company senior vice president; Carroll C. Pike, comptroller; and C. Oscar Berry, company vice president and general counsel.



Signing of union agreement between Consolidated Water Power & Paper Company and Consoweld Corporation and Office Employees International Union No. 95: Standing left to right: Robert T. Magee, John P. Wyman, Paul S. Mandry, John E. Leuenberger, assistant director of labor relations; Clair N. Wondzell, Richard F. Neustifter, and Irvin J. Altmann. Seated: Carol R. Kuechle, Leo J. Barrette, director of personnel and labor relations; and Donald L. Mortensen, president, Local 95.

New agreements between Consolidated Water Power & Paper Company, Consoweld Corporation, and Office Employees International Union, Local 95, were signed July 9, 1959. Terms of the new agreements provide for a general wage increase of 3½ per cent effective May 1, 1959, three weeks' vacation after 10 years' service rather than after 12 years, improvements in the minimum provisions of the company's retirement plan, and an extra day of vacation when a holiday falls on Saturday. Other new provisions in the agreements involve minor changes in wording in the agreement text. Approximately 200 employees at the Main Office, Wisconsin Rapids, Biron, Wisconsin River, and Adhewagam Divisions of Consolidated and at Consoweld Corporation are members of the Office Employees Union.

## Reinstatement of Discharged Member

New Haven, Conn. — Organizer Bud Manning announces a recent arbitration victory won on behalf of Local 329 against the Knights of Columbus national headquarters here.

The case, which was prepared and presented by Manning, required two complete days of hearing before Wesley A. Sturges, dean emeritus of the Yale Law School, and involved the discharge of one Peter Acampora, a Local 329 member employed in the Supply Department of the K. of C. The matter was grieved by the local on the grounds of "discrimination shown in firing one when three were guilty of the same offense." The facts in the case were that Acampora had been fired for "loafing" during working hours. The local's position was, in effect, that while the employe had admittedly not been working it was also true that at least three other employes had also been guilty of the same offense. In support of this position they produced as witnesses the other three employes who admitted their guilt and testified that they had received

absolutely no punishment. The local also produced nine other witnesses who testified as to Acampora's previous work record and attitude. The local also, through Manning acting as counsel, obtained admissions from management witnesses under cross examination, that the discharged employe had received no prior warnings or scoldings as to either his work performance or his on-the-job general conduct.

Following the close of the two-day hearing both parties filed written briefs in support of their positions and Dean Sturges handed down his award on July 30 as follows: "Discharge of Grievant by the Order (Knights of Columbus) is hereby cancelled. Grievant is hereby declared to be entitled to reinstatement in his employment as of March 13, 1959 (the date of discharge) provided he, or the union in his behalf, shall offer his service in such capacity to the Order on or before August 5, 1959."

The award further gave to the employe retroactive pay for the 20 weeks he had been out of work

pending the outcome of the arbitration case. Such retroactive pay was uniquely ordered on the basis of payment by way of damages for his wrongful discharge to be payable in equal weekly installments "determined by dividing the total amount thereof by the number of weeks lapsing between the date of discharge and the date of offer of services as aforesaid. Such installments shall be added to the payment of wages made by the Order to Grievant upon his re-employment."

Local 329 is particularly proud of this victory because of the fact that it was won in the face of expensive legal counsel representing the Knights of Columbus. They expressed their appreciation to President Coughlin and Director of Organization Douglas for permitting Organizer Manning to devote so much of his time to this case despite a busy schedule elsewhere. Assisting Manning were Local President Margaret Egan and Committee members Ed Himes and Helen Tully.

## Five OEIU Locals Support IBEW Strike

As the July-August Convention edition of WHITE COLLAR went to press, five local unions of the OEIU were observing the picket lines of the International Brotherhood of Electrical Workers at the Public Service Company of New Jersey.

The OEIU local unions involved were Elizabeth, N. J., Local 91; Camden, N. J., Local 96; Irvington, N. J., Local 104; Trenton, N. J., Local 258; and New Brunswick, N. J., Local 328.

The Public Service Company of New Jersey is one of the giant utilities in the eastern part of the United States.

The International is glad to report that after a six-week strike, which our local unions, representing some 500 OEIU members fully supported, the dispute was terminated when an additional wage concession was granted by the company.

The OEIU wishes to call attention to this splendid example of trade union unity displayed by OEIU brothers and sisters employed by Public Service of New Jersey.

The militancy shown by these white collar workers in this instance is proof positive that clericals can be as strong as any other type of worker when faced with such a situation.

## 8th Convention in Retrospect

The attention of all OEIU local unions is called to the following actions taken at the eighth convention of the Office Employees International Union at Montreal:

The convention urged all local unions to establish Community Service Committees as soon as possible and notify the International Union of their establishment.

The President of the Office Employees International Union will coordinate the Local Union Community Service programs and will encourage their cooperation with Community Service Committees of the State and Local Central bodies as well as the National AFL-CIO Community Service Committee.

The convention urged all local unions to cooperate with the COPE programs of Local and Central bodies through submission of their membership lists for registration purposes and through active participation in registration campaigns.

The convention urged all local unions to initiate an active day-to-day educational program to inform rank-and-file members of political and legislative matters affecting organized labor.

The convention urged all local unions to conduct a concentrated campaign for voluntary COPE contributions during one month of each year.

The convention urged all local unions to affiliate with Civil Defense as local union groups.

After an address by Martin E. Segal, a leading consultant on health, welfare and pension plans, and as part of the educational services of the International Union, the convention urged all local unions to negotiate jointly administered health, welfare and pension plans with equal representation by employers and unions.

In this recommendation, it was emphasized that local unions should include in welfare programs, life insurance, accidental death and dismemberment insurance, sickness and disability benefits, comprehensive medical and surgical care, including home and office doctor visits for members and their dependents, and a broad hospitalization program.

The International Union will offer advice and assistance in this endeavor through the firm of Martin E. Segal & Company.

The convention urged all local unions to seek four (4) weeks' vacation in their collective bargaining agreements.

The convention urged all local unions to endorse C.A.R.E. (Cooperative for American Relief to Everywhere, Inc.) and become donors of food packages and self-help supplies under the C.A.R.E. program.

The convention urged all local unions to adopt a minimum regular dues rate of \$3 per month.

While this is not a constitutional requirement, the convention felt that a minimum dues rate of \$3 is necessary in order to properly service membership already organized and to institute new organizational programs.

The convention approved a constitutional change which provides for a 5c per capita tax increase effective December 1959 and payable January 1960.

Secretary-Treasurer Hicks will forward additional communications to all local unions on this subject.

The convention also changed the Constitution of the International Union to provide for triennial conventions, with the next convention of the Office Employees International Union to take place in 1962.

The International Union Executive Board will fix the time and place of this convention.

The convention also changed the Constitution to provide for a more definite appeals procedure, both for individuals and Local Unions.

The convention called for the merger of all organized office employes under the banner of the OEIU, the only Union chartered exclusively for white collar workers.

All local unions are urged to work for the merger of all independent office and clerical unions under the banner of the Office Employees International Union.

The convention called upon the Executive Board to do everything possible to protect the jurisdiction of the Office Employees International Union. The Executive Board was empowered to call a special convention if in the judgment of the Executive Board such a convention is necessary because of continuing jurisdictional difficulties.

The convention called on the AFL-CIO to institute a nationwide campaign to organize office workers under the banner of the Office Employees International Union.

The convention called on the Canadian Labour Congress to organize office and clerical workers in Canada under the banner of the Office Employees International Union.

The convention called on the National Labor Relations Board to recognize office and clerical workers as a class of workers separate and apart from production workers for bargaining purposes.

The convention endorsed legislation calling for a minimum wage of \$1.25 per hour in the United States.

The convention endorsed legislation calling for federal aid to education.

The convention opposed passage of the Kennedy-Ervin bill, known as bill S. 1555.

The convention called for an amendment to eliminate Section 14 (b) from the Taft-Hartley Act which provision allows states to adopt their own labor legislation, such as "right-to-work" laws.

The convention called for the passage of Area Redevelopment Bill, S. 727, and urged the President and Congress to enact such proposed legislation into law.

The convention urged all local unions of the OEIU in Canada to fight against legislation which would restrict free trade unionism.

The convention condemned Premier Smallwood in Newfoundland for his interference with free trade unionism.

The convention directed the Executive Officers of our International Union to write to the Prime Minister of Canada asking that the federal government nullify Newfoundland's anti-labor legislation.

The convention condemned the work of the Religion and Labor Council of America, a non-sectarian organization, and recommended cooperation in the establishment of all local religions and labor fellowships. It was further recommended that our Local Unions support this organization.

The convention endorsed the Forand Bill, H. R. 4750, which would liberalize social security benefits and provide hospitalization and surgical and nursing home care for persons on social security.

The convention commended the Canadian Labour Congress and its affiliates for their opposition to anti-labor measures in Canada.

Our International Union has been urged by the AFL-CIO Standing Committee on Safety and Occupational Health to advise all of our Local Unions of the forthcoming safety campaign.

It is imperative that our local union do everything in their power to save lives on the highway during the coming Labor Day weekend.



from the desk

of the

**PRESIDENT**

**HOWARD COUGHLIN**



## Union Constitutions

**T**HE Fund for the Republic recently published a study made by Leo Bromwich of union constitutions. This study is based on an examination of the constitutions of 70 representative unions.

Mr. Bromwich finds that while some unions have insured the democratic rights of their members through spelling out these rights in their constitutional provisions, he points up the failings of a number of International Unions. Mr. Bromwich's findings received wide publicity in the newspapers of the United States and Canada.

The problem areas emphasized in this study include:

- (1) Apprenticeship rules which may be a bar to union membership;
- (2) Concentration of power in the hands of the President of an International Union;
- (3) Control of disciplinary procedures by Local Union administrations;
- (4) Union publications are controlled by the Union administration;
- (5) The Constitution of the International Union does not always protect the rights of the membership.

Your president has had occasion to examine the report published by the Fund for the Republic and notes that the Constitution of the Office Employees International Union is not one of the 70 constitutions studied.

We believe that it would be interesting to our membership to compare the faults found in this study with the provisions of our own International Union Constitution. In addition, we would like to make a few comments regarding the so-called criticisms of the constitutions of the numerous International Unions.

The Constitution of the Office Employees International Union does not contain apprenticeship rules which may be a bar to a person seeking membership in the Union. In fact, the only requirement for membership in our organization is that the individual seeking membership be employed in any phase of office, clerical or related work.

In direct contrast to the findings of Mr. Bromwich in his study of International Union constitutions, the OEIU Constitution does not provide for a concentration of power in the hands of the International President. In fact, the real power, between conventions, is vested in the International Union Executive Board.

For example, Article VIII, Section 1 of the International Union Constitution provides that the Executive Board shall conduct the affairs of the International Union between conventions. It has exclusive power over the matter of jurisdiction, suspensions, expulsions, reinstatements, investment of funds, and every other matter of importance. The President is empowered to act only in the event of emergency and all of his actions are subject to approval or disapproval by the International Union Executive Board.

We cannot agree with one of the criticisms levelled in this report wherein it is stated that the president's power to appoint convention committees in some cases and to preside over the convention in others strengthens the tendency towards a concentration of executive power.

Committee reports must be approved or disapproved by the convention. It is not unusual in OEIU conventions for the convention to vote down or amend a committee recommendation. The president of the Office Employees International Union checks the appointment of committees with the Executive Board for purposes of making sure that all committees are representative. In any event, we do not agree with the statement that the appointment of committees tends towards a concentration of executive power.

It is impossible to understand the criticism of the fact that the president presides over the convention. Someone must preside over the convention.

In order to speak on any subject, the president must relinquish the chair. In the history of the Office Employees International Union this occurs very seldom.

We believe that if this is a justifiable criticism, it must be

## Examiner Reversed on Benefits from Union Drive

The National Labor Relations Board disagrees with a trial examiner's conclusion and says that by changing certain terms of employment at a time when the Teamsters and Office Employees were seeking to organize its employees, the American Freightways Co. did violate the Taft Act.

Examiner Sydney S. Asher, Jr., concluded after examining each charge brought by Office Employees Local 153 that none of the changes instituted by the employer during the unions' organizing campaign was violative of the Act. His reasoning was that grants of economic benefits "are not *per se* violations" and that the element of discriminatory intent—which would have made them violations—was not shown.

A Board majority disagrees with the examiner on a number of specific charges. Where Asher had found that a change in the practice of announcing days off was not an "economic benefit," the Board says "the advance posting of holidays, where it had not been done before and where such posting makes holidays certain that would otherwise be uncertain until the day before such holiday, constitutes at least a change in the terms of employment."

In another charge, the examiner had found that a change in the overtime policy in holiday weeks from merely paying the higher rate for work in excess of 40 hours a week to work in excess of eight hours on any day in a holiday week, was an economic benefit granted during an organizing campaign, but said there was no violation because the General Counsel had failed to prove anti-union motivation on the part of the employer. The Board disagrees with the examiner's test, saying:

"It is well established that the test of interference, restraint and coercion under Section 8(a)(1) of the Act does not turn on the employer's motive or on whether the coercion succeeded or failed. The test is whether the employer engaged in conduct which, it may reasonably be said, tends to interfere with the free exercise of employee rights under the Act."

Regarding a third change in conditions of employment—not instituted as a result of an employee grievance, as the above two had

been—the Board again finds that the examiner underestimated the effect of the change whereby employees could take the usual amount of emergency leave but could take it on any day of the week rather than only on Tuesdays, Wednesdays or Thursdays, as before. The least effect of this change was to make possible "long weekends" without loss of pay, the Board finds, saying that such a "beneficial change" is a violation of the Act under the circumstances.

Dissenting from the majority ruling, Member Rodgers would dis-

miss the complaint because in his view the evidence relied upon by the Board to reverse the Examiner "consists of the adjustment of two minor grievances presented by employees to respondent's president and an insignificant change in leave regulations." Though occurring during an organizational campaign, he says, "these so-called benefits are so trifling that they could have no substantial impact upon the employees organizational rights."

(American Freightways Co., Inc. and OEIU Local 153; NLRB Case No. 2-CA-5745.)

## Paper Company Recognizes Local 233

As a result of a card check which indicated that 17 of approximately 22 clerical employees at the International Paper Container Division of the International Paper Company had authorized Local 233 in Georgetown, S. C., to represent them, the company agreed to recognize the union as the exclusive bargaining agent for all of its clerical employees.

Vice President Bloodworth has announced that the local union committee is in the process of meeting with management for purposes of working out a mutually acceptable collective bargaining agreement.

## Thank You Note

The officers and members of Local 137 employed at the American La France Company at Elmira, N. Y., have asked "White Collar" to extend their thanks to all of the Local Unions who sent financial aid to them during the recent strike at their company.

This five week strike was called by the International Association of Machinists and the OEIU members of Local 137 honored the picket lines for the full five weeks.

Part of the Machinists settlement with the Company was an agreement that the company would not move its operations from Elmira for at least two years.

This, in all probability, will prove advantageous to the membership of Local 137 employed at American La France.

applied to every segment of our society. For example, the Speaker presides over the House of Representatives. The Vice President presides over the Senate. The President of a corporation, or the Chairman of the Board, presides over stockholders meetings. The individual who presides must be an executive of some type in order to be familiar with the questions under discussion. It is difficult to understand this type of criticism.

In all instances of discipline, the OEIU Constitution guarantees the right of the individual so affected to appeal to the membership of the Local Union, the Executive Board of the International Union and the Convention of the International Union. In no event, under our Constitution, are disciplinary proceedings confined only to the Local Union. All OEIU members have the right of full appeal.

Again, as in the instance of the criticism as to who presides over Conventions, it is impossible to understand the criticism of the union publications being controlled by the administration.

We fail to understand how it would be possible to publish an official newspaper without such publication being controlled by the administration. Again, this is true in every other walk of life.

We believe that the Constitution of the Office Employees International Union, one of the few which provides for secret ballot elections, is a model of democracy.

It is well beyond criticisms levelled at other International Union Constitutions as a result of the recent study compiled by the Fund for the Republic.

## \$6 Increase Signed For in New York

A new two-year collective bargaining agreement was recently ratified by Local 153 members at the Manhattan Refrigerating Company.

The new contract calls for a general wage increase of \$6 per week, effective June 1, 1959 and a \$4 per week increase, effective June 1, 1960.

Effective August 1, 1959, the employer has agreed to contribute an additional sum of \$2 per month, per member into the Local 153 Welfare Fund to cover members at the Manhattan Refrigerating Company under the new Group Health Insurance plan. The contract also calls for two additional days of sick leave per year.

This excellent package was negotiated by Business Representatives John Fleming and Don Roberts with the assistance of the negotiating committee headed by Martin Hassett, chief steward, and Helen Cole, Arthur Kraus, Ray Soraci, and Joseph Sheridan.

## S & W Fine Foods

New York, N. Y.—An imminent strike of the clerical employees of S&W Fine Foods was averted through the efforts of Local 153 Shop Steward Evelyn Apuzzo, Business Representative John Fleming and Federal Mediation Commissioner Joseph DiLorenzo.

The employees had previously, by secret ballot, affirmed their intention to strike if the company did not increase its so-called "final offer" from \$15 per month to a more acceptable figure.

The company refused to alter its position and when it became obvious that economic sanctions would be imposed against the company, Commissioner DiLorenzo summoned an emergency session of the Negotiating Committee and the company's attorney.

After hours of discussion and persuasion, the company finally agreed to a wage increase of \$18 per month.

The negotiations took place in accordance with a wage reopening clause contained in the S&W contract.

Business Representative John Fleming and Shop Steward Evelyn Apuzzo agreed to recommend to the employees acceptance of the wage proposal which is in excess of \$4 per member, per week.