

LOCAL 301 NEWS

IUE AFL-CIO

Vol. 3 — No. 23

The Voice of GE Workers, Local 301, Schenectady, N. Y.

January 10, 1958

NEW YORK STATE CIO COUNCIL ADOPTS PROGRAM

At a recent Policy Conference to consider State legislation for 1958, the New York State CIO adopted a program which in part called for the present maximum benefits under the Workman's Compensation Act to be increased to \$54.00 a week.

The State CIO Council points out that the original intent in the Law was to give 66-2/3 percent of lost wages as benefits. In 1914, when the average weekly wage for production workers in N. Y. State was \$11.85, the maximum compensation benefit was \$15.00 or 120 percent of this average. In September 1957, the average weekly wage of production workers was \$89.49 and the maximum compensation benefit was \$35.00 or 43.7 per cent of this average. The State Council is urging the 1958 Legislature to enact additional improvements in the Compensation Act:

1. Increase weekly benefits to two-thirds of average weekly earnings, with a maximum of at least \$54.00 weekly and a minimum of \$30.00 (except where weekly earnings are less than this amount.) Increase death benefits to a maximum of \$50.00 per week for widows and dependent children.
2. Increase current rates of benefits now being paid permanently disabled workers under obsolete benefit rates, making public funds available to provide the increase.
3. Make compensation payable for partial disability due to silicosis or other dust diseases.
4. To provide for payment of compensation from the date of disability if the date of disability continues for more than seven days.
5. Compensation shall be paid for permanent partial loss or loss of use of an eye, when worker has uncorrected loss of vision.
6. Discontinuance of deductions of temporary, partial and total disability awards from permanent partial scheduled awards.
7. Require replacement of glasses, dentures, etc., of the claimant when damaged during course of employment.
8. Provide to reimburse lost wages while attending hearings.

Unemployment Insurance

Unemployment Insurance benefits have dropped in relation to the average weekly wage of production workers in the State.

1939	— 50.8%
1955	— 44.4%
1957	— 40.7%

The Council urges the State Legislature to increase Unemployment Insurance benefits to \$54.00 a week.

In view of the increasing unemployment, the Council urges that the 26 weeks maximum of protection be increased to 39 weeks.

The Law should be amended to provide that a worker who exhausts his benefits be permitted to go back the three preceding years to the extent that he did not use up his benefit rights in those years.

ELECTION COMMITTEE REPORTS

We, the undersigned members of the Election Committee do hereby affirm that the election of Shop Stewards held on December 9th and 10th, 1957, and the election of Executive Board Members held on December 19th, 1957, were held in a fair and impartial manner.

/s/

Pat Lombardi, Chairman
John Steslow, Co-Chairman
Miles Moon, Secretary
Ben F. Sharmose
James S. Curran
S. Maetta
R. A. Bieling
M. J. Alvarez
Robert J. Murphy
Charles Greenberg
James W. Wilson
Luther E. Rasch

Robert W. Anderson
Jerry L. Lumia
Lauren Wilkins
Carmen P. Trifilo
Roy Cannice
Henry P. Caputo
Nicholas Fioriti
Jerry Condon
Henry Esposito
John J. Natonski
John Gozdzialski, Jr.
Joseph Korszun

The Committee's report stated that a total of 497 Shop Stewards were elected — 114 were new Stewards while 383 were reelected.

The report included the election of 32 Executive Board Members with 24 Board Members reelected and 8 new Board Members elected.

The Election Committee will make their report to the Executive Board on Monday, January 13, 1958, and to the membership meeting on Monday, January 20, 1958, for final approval.

NLRB Rejects G.E. Appeal on IUE Win At Telechron Plant

Following a nine-month delay caused by the legalistic maneuvering of the General Electric Co., the IUE has finally been certified as the union representing employees of the company's Worcester Telechron plant.

IUE won an NLRB election early in March by a vote of 636 to 569 but the company immediately appealed and has carried on an intensive campaign through the various levels of the NLRB trying to get the result of the election set aside.

The NLRB has finally ruled in favor of the union, however, and another GE effort to deny its employees the right to a union of their own choice has been beaten back.

This, coming on top of the IUE victories at plants in Roanoke, Va., and Jonesboro, Ark., in the past month, has the company's "wheels" in New York screaming in anguish over the inroads the IUE is making among the unorganized GE plants.

The company cited five points as the basis for its original appeal (Continued on Page 3)

NOTICE

MEMBERSHIP MEETING

Monday, Jan. 20, 1958

2nd Shift—1:00 p.m.

1st and 3rd Shifts—7:30 p.m.

Report of Committees

Election of Delegates to G.E.
Conference Board

Regular Order of Business

UNION AUDITORIUM

121 Erie Blvd.

NOTICE Executive Board Meeting

Monday, Jan. 13, 1958
7:30 P.M.

UNION HEADQUARTERS
121 Erie Blvd.

NOTICE Pensioners Meeting

Wednesday, Jan. 15, 1958
2:00 P.M.

UNION AUDITORIUM
121 Erie Blvd.

Local 301 Party Nites

The Local 301 Activities Committee will hold Party Nites every Tuesday Evening until further notice. There will be entertainment from 7:30 p.m. until 8:30 p.m. Games will be played from 8:30 on. We urge all members to attend and make these parties a huge success. The proceeds will be used to sponsor various activities of the Union.

FOR THE HOBBYIST

Did you get a power tool for Christmas? Or have you had one for years? At the Schenectady County Public Library, Union Street at Seward Place, there are books to help you make best use of it and also suggest projects. Some titles available are:

Art of Woodturning, rev. ed. W. W. Klenke. Bennett. 1954. 684K64a.

Band Saw and Jig Saw. R. E. Haines. Van Nostrand. 1953. 684H15b.

Circular Saw. R. E. Haines. Van Nostrand. 1953. 684H15c.

How to Operate your Power Tools. M. J. Gunerman. Home Craftsman Pub. Corp. 1950. 621.9G97.

How to Use Portable Power Tools. M. H. Reid. Crowell. 1954. 621.9R35h.

Poweh Tools and How to Use Them. W. C. Lammey. Pop. Mechanic's Press. 1950. 621.9L23.

Power Tools for the Home Craftsman. E. G. Hamilton. McGraw. 1953. 621.9H21.

Canadian G.E. Gives Employees Insurance Dividend

Joseph Swire, Director of the IUE Pension & Insurance Department reports the following:

"I know that you will be very happy to learn that the Canadian General Electric Company has waived premium payments for dependent coverage for all Canadian employees from September 1, 1957 to February 1, 1958.

"Originally, the contributions were suspended for 12 week period, September 1, 1957 through November 23, 1957. This was extended to February 1, 1958.

"The Company's statement reads in part: 'Because the amount of medical expense claims made by employees for their dependents was less in 1956 than was anticipated, employees' contributions for Dependent Health Insurance were suspended for 12 weeks from Septem-

ber 1 to November 23, 1957. Information received from the Insurance Company shows that a similar situation exists in 1957. This makes it possible to reduce the cost to employees of their Dependent Health Insurance by suspending such contributions for a further ten-week period. This suspension, based on the favorable claims experience for 1957, will run from November 24, 1957 to February 1, 1958'.

"Apparently, Canadian General Electric decided to beat the Union to the punch. It is quite possible that General Electric in the states could do the same if they played square or if we knew what the exact claims were for dependent coverage".

Glaring Inequity in Compensation Law Requires Legislative Action

Workers Lose Basic Benefits by Court Decision

A recent court decision is, according to the Union's lawyer, causing undue hardship upon workers seriously injured while at work. The court's decision restricts the law against many claims by injured workers. This leaves only one avenue open to correct the situation and that is by action of the Legislature.

For many years it was taken for granted that if a worker developed an occupational disease while at work that he was to receive all of the benefits of the law including weekly payments and medical care. The recent court decision, however, took this protection away from a great many workers by a narrow interpretation of what the law stands for.

The Court of Appeals said that if a worker develops an occupational disease because of a "predisposition" to that disease which makes him more vulnerable to the disease than other workers, then the employer should not be responsible for his injuries even though the disease came as a result of the occupation.

Take for example, a worker who has a weakness in his knee; the weakness may not prevent him from doing a full day's work and certainly does not require any medical treatment, but supposing that this worker is required to trip a pedal repeatedly with the weak leg so that he finally develops an inflammation in the knee. This worker, under the new interpretation by the Court of Appeals, would not be entitled to benefits under the Workers' Compensation Law.

To correct such an injustice to a disabled worker requires an amendment to the Law by the State Legislature so as to make it clear that a worker should be protected for any disease or injury brought on by his employment.

IT PAYS TO BELONG TO THE UNION

IS YOUR FELLOW WORKER A UNION MEMBER?

IUE-CIO 301 On the Job

IUE Local 301 handles thousands of grievances at all levels each year. These are just a few examples of cases, not settled at steward-foreman level, to be processed at management level.

Bldg. 49: The group under Shop Steward J. Mangino feel that helpers should be assigned to the 12 and 20 foot boring mills in #49, as they are needed for safety and proficient operation.

Bldg. 273: The group under Shop Steward A. Tessitore are charging violation of the Union-Company contract under Article I, Sect. 1, in this instance supervisory help doing work which falls into the bargaining unit.

Bldg. 273: The group under Shop Steward P. Hacko feel that the Company should keep the agreement made with the sheet metal group concerning farm-outs when a lack of work condition exists.

Bldg. 273: The Miscellaneous Machine Group under Shop Steward P. Hacko have complained that they had to perform hazardous work and requested that management investigate their complaints thoroughly. The group does not feel that supervision gave their complaints the serious attention that they merited and as a result, a serious accident occurred. The Union is requesting a complete investigation of these problems involving Miscellaneous Machine workers.

Bldg. 49: The group under Shop Steward W. Garrison feel that management should establish the method of pricing, operation and responsibilities on the broach job.

Bldg. 13: The Electrical Maintenance Distribution Operators under Shop Steward R. Manson feel that all necessary switching should be done by them. Recently their foreman has been using maintenance men to do necessary switching when taking out a feeder or sub-station. They feel that this is endangering their job security and its responsibilities.

Bldg. 85: The group under Shop Steward W. Stuzko feel that their foreman is violating the contract by working men out of their classification when he orders machine operators to do inspection work off the machine and away from the location of their work station. The Union is requesting that this situation be investigated and corrected.

Bldg. 19: The group under Shop Steward F. Barba feel that when they run sheet iron that is narrow and wavy on the blanking presses, they should get paid average earnings for running these lots of iron.

MALTA: The group under Shop Steward J. Casey are protesting

the upgrading out of seniority of two men to C1 B Toolmaker.

Bldg. 60: Byron Graton and William Spence who work in Shop Steward A. Campana's group feel that they should be returned to their former jobs since employees from other groups are being used on a premium pay basis and, therefore, a lack of work condition can no longer exist.

Bldg. 96: The group under Shop Steward M. Alvarez are charging violation of contract under Article I, Sect. 1, in this instance a foreman driving a fork truck, which is work that falls in the bargaining unit.

Bldg. 52: The group under Shop Steward E. Zahn feel that supervision used very poor judgment in bringing an Assembler from a group which has been working overtime to a group which has a lack of work condition to build a job. They request that management investigate and correct this bad situation.

Bldg. 49: The group under Shop Steward J. O'Gorman feel that the C1 B Erectors have been doing C1 A work for a long period. They are requesting upgrades for C1 B Erectors and that they be paid the rate of the job they are doing.

GAS TURBINE COMPLAINT

The Company rules for Christmas Eve have worked satisfactorily for a number of years; 99% of the people have accepted them. Here in Gas Turbine a Mr. Willets, Manager of Main Assembly Piping and Shipping, felt that they were not strong enough so he issued a set of rules of his own which included a sniffing clause, quote, "Any person on which the smell of liquor is found is to be immediately sent home". This clause, of course, presented a couple of problems:

- 1... Who was to act as Official Sniffer? We were amazed to learn that no one was a graduate of a recognized "Sniffing School". Surely no one should be sent home by a Sniffer who was not qualified.
2. Who would be the Sniffer? We would not want the Sniffer to accuse some one else when he might be the offender. This, of course, means that we would have to have a Sniffer's Sniffer also.

The problem got so complex that it ruined our Christmas Eve. It's a good thing we were saved by the 12 o'clock bell.

We would humbly suggest that Mr. Willets try to stay in his own area. We do not want a jurisdictional battle with the Sniffers.

/s/
 Joseph A. Mangino William Gage A. F. Cadger
 George F. Smith Ben F. Sharmose A. E. Burditt
 Robert A. Bieling Al Benaquisto A. Panniccia
 Peter B. Pisano H. Gay C. Kuebaugh
 Victor A. Fiano E. F. Meskutovecz V. C. Di Lorenzo

Twenty-Eight States Increase Compensation Benefits by Legislative Acts in 1957

Weekly minimum and maximum rates for injury or disease were increased by the State Legislatures of twenty-eight States and Hawaii in 1957. New York State, which was hampered by unreasonable efforts on the part of industry to weaken the compensation laws as part of a move to apparently "improve" them, is lagging behind most other States.

Sixteen legislatures in 1957 have brought their maximum rates of compensation above the present maximum of \$36.00 per week now allowed in New York State. Seven of these have brought their rates higher even than the \$45.00 per week maximum previously supported in New York State. Nevada has brought its rates to a maximum of \$51.92 per week; Oregon is up to a maximum of \$66.92 per week; and Hawaii has gone to a maximum of \$75.00 per week!

Following these examples, New York State should bring its maximum to at least \$54.00 per week instead of the \$45.00 per week recently favored. In the meantime it should be remembered that the rate is still only \$36.00 per week.

IUE-CIO LOCAL 301 NEWS

OFFICIAL ORGAN OF LOCAL 301, REPRESENTING SCHENECTADY GE WORKERS
 Published by the Editorial Committee
 President.....Harry Williams
 Vice President.....John Shamba
 Treasurer.....Gerald O'Brien
 Recording Secretary.....Larry Gobo
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 Business Agent.....Leo Jandroou
 121 ERIE BLVD. SCHENECTADY, N. Y.

NLRB Rejects GE Appeal

(Continued from Page 1)

from the result of the election at Worcester Telechron.

It claimed:

1. That the union published "false propaganda."
2. It claimed the union distributed leaflets improperly and illegally.
3. It claimed IUE supporters electioneered in the plant.
4. It claimed the IUE "coerced" people into voting for the union.
5. It claimed that the conduct of the election itself was faulty in that observers of both sides left the room while ballots were left unguarded.

The NLRB Regional Director's office in Boston, reviewing the company's charges, decided in favor of the Union.

The company then appealed to the full NLRB in Washington which reversed the Boston Regional Director's ruling and upheld the company's contention on Point No. 5.

The union, through its attorneys, then took legal steps to have the NLRB reconsider its decision. The NLRB did agree to grant reconsideration and then reversed itself on Point No. 5, throwing out the company's claim.

The NLRB then reviewed the other four points in the company's protest, and threw them all out.

Attend Your Union Meeting

Current Events In My Section

By Allen E. Townsend

Docket #8092-57 filed by the Union Hall, charging MIM (MAC) with violation of the contract was settled satisfactorily this week. Here a man was reached on lack of work in this department and placed on an unsatisfactory job in LM&G. A couple of weeks later his old job in MAC opened up because a man retired. The Company tried to fill this opening with a much shorter service employee. It was our contention that the complainant should be brought back to his former job; in fact, we could see no reason for his having left in the first place as the Company knew this opening would occur in the near future. After about a week's negotiations between Coordinator Christman, Board Member Korol and the Company, it was decided the Union was right and the complainant was brought back to his former department.

Docket #7943-57, which was referred to the N. Y. level recently, was settled satisfactorily on the local level this week. This is the case referred to in my last column where the Company was denying a woman with 9/11/43 service working as a "Common Labor Sweeper" her rights to bump shorter service workers in this classification. After this case was referred to the N. Y. level, the Company decided

we were right and settled this case by making this woman an offer at her rate.

Docket #7897-57 was filed in behalf of this worker by Board Member Mastriani and Steward Jones. Here the Union requested that this worker who was being used on an Engine Lathe at an I-17 rate and on a Turret Lathe at an I-19 rate be reclassified at the higher rate of the two. After a grievance session with Coordinator Christman and Board Member Mastriani negotiating for the Union, management agreed to reclassify this man to the I-19 rate.

In spite of all the rumors to the contrary, women's employment is still bad with more layoffs occurring. As of January 2, 1958, the dates on cleaning women and Office Service stood as follows:

40 hr.	11-6-42
40 hr. Cafeteria.....	10-30-42
30 hr. Cafeteria.....	1-15-43
30 hr.	4-15-43
25 hr.	6-1-43
20 hr.	7-14-43

The above dates represent the shortest service in the plant on Office Service jobs and Cafeteria jobs as of this date. The picture is changing rapidly and these dates will probably be obsolete by the time we go to press.

Unemployment Insurance Decision Supports Union's Interpretation Of Contract on Vacation Pay

The recent decision of a referee after a hearing on approximately 200 claims which were filed by G.E. workers in Schenectady for unemployment insurance benefits during the so-called "vacation shut-down" upheld the Union's argument that "vacation pay" is not wages for the period of the shut-down, but is, rather, a bonus for past services rendered by the workers to their employer.

It is this interpretation which the Union was trying to protect by appearing at the hearings held on the claims filed. Leo Jandreau, Business Agent of Local 301, accompanied by Leon Novak, lawyer for the Local, appeared and testified at the hearing held on the claims.

Although Schenectady won this interpretation as to vacation pay from the referee, consequently upholding the claims of the workers who filed claims, G. E. workers in Syracuse by another interpretation of the facts lost their claims. The difference in the two decisions lay in the fact that the referee looked upon the shut-down in Syracuse as being a shut-down of the entire Syracuse Works while in Schenectady the entire Works clearly did not shut-down at one time.

Another interpretation given by the referee with which the IUE disagrees is his ruling that the Union agreed to shut-downs by G.E. in the respective Works for vacation purposes. It will be argued by the Union, in future proceedings, that at no time did the Union agree to shut-downs and that closing for vacation purposes at times chosen by G.E. alone is without the consent of the Union.

Not satisfied with beating the claims of approximately 1500 workers in Syracuse, G.E. announced in the public press recently that it intends to appeal the approximately 200 claims filed by Schenectady workers. It is expected that the Syracuse G.E.-I.U.E. local likewise will appeal the referee's decision there.