

OUR 590 HISTORY A 25th Anniversary Retrospective

In February 1994 Local 590 will observe its 25th birthday. In anticipation of the completion of our first quarter century of official existence I will periodically be writing brief articles recalling some of the Local's history.

Howard Deck

Part 1 : We Organize

Members of the University of Pennsylvania Library Staff first began to consider unionization in the middle 1960s. At that time a Staff Association Committee which was concerned about library salaries met with the University's Associate Director of Personnel to discuss those concerns. When they asked the Associate Director what they might do to improve library salaries, his answer was to try Christian prayer." Some of the members of that committee, as well as other staff members who were informed of that response, decided that it was unacceptable and that they needed to begin to look beyond the Staff Association for a way to bring their salaries and working conditions into the Twentieth Century.

Annual salaries in the mid 1960s were some-times as low as \$2.700 and the University provided

no paid medical benefits. When the absence of paid medical benefits was pointed out to University administrators along with the fact that some other University employees did receive them, the administration response was "but they have a union." Some staff members took the hint and met with the Philadelphia Council AFL-CIO, who in turn directed them to the Philadelphia Federation of Teachers (PFT).

The PFT, which at that time was interested in organizing teaching assistants at the University, agreed to charter Local 1740 as a way of establishing a foothold on the campus. This Local was never recognized by the University, but did manage to exist and function as a pressure group that had some success in resolving problems of individual employees. The fact that the PFT Local was never officially recognized by the University, however, meant that no collective bargaining agreement was ever negotiated and that most of the terms and conditions of employment that were problematic could never be addressed in an appropriate forum. Meanwhile, news reached the library staff that the American Federation of State, County and Municipal Employees (AFSCME) had come onto campus and won the right to represent the employees of the University Dining Service (today's Local 54).

Eventually, frustrated with the PFT's seeming lack of commitment to organizing for recognition, some staff members approached AFSCME District Council 33, which expressed interest in supporting an organizing drive in the Library system. The two staff representatives from the District Council with whom we worked were the late Jim Hogwood, for whom the District Council 33 building at 3001 Walnut Street is named, and Jerry McEntee, who is now the International President of AFSCME. They approached the PFT which agreed to step aside in favor of AFSCME.

In the late Spring of 1968 a serious organizing effort was launched. At that time I was working in the Towne Scientific Library, where, like many other employees in the departmental libraries, I had previously been unaware of unionization efforts.

The expansion of the organizing drive to the entire library system made it possible for us to establish a network that very quickly was able to convince enough support staff to sign union designee cards for us to be able to consider petitioning for recognition.

Then we were faced with a real dilemma because until that time we had been attempting to

organize both professional and support staff members. It became clear that we were not even close to achieving a majority of the combined groups. But that we had a clear majority among the support staff. This was especially troublesome to us because some of the most active people involved in the organizing effort, for example the late Astrid Russell, were members of the professional staff. After agonizing over this dilemma for a few weeks, the activists among the professional staff told us that they did not wish to stand in the way of the support staffs achieving union recognition and advised us to proceed to seek it as a bargaining unit of support staff only.

In the late Fall of 1968 District Council 33 notified the University that it represented a majority of the support staff and had designee cards to support that claim. The University, which had previously always recognized unions voluntarily through card checks, this time insisted on a representative election. It was, of course, the first time that any group of A3 employees at the University had sought

union recognition. The then Director of Personnel for the University assured worried administrators that our efforts would not be successful because we were only a "small group of troublemakers."

In 1968 the University was not covered by the National Labor Relations Act (NLRA). This meant that we were unable to approach the National Labor Relations Board (NLRB) to conduct a recognition election. Instead it was agreed that the parties would be bound by the results of an election by secret ballot conducted by mail by the American Arbitration Association. The election was scheduled for late February of 1969.

In the interim there were a series of disputes about which classifications were to be included in the bargaining unit. The University, for example, wanted to keep typists out of the bargaining unit!

Eventually these disputes were resolved and we moved into the final weeks of our campaign to win the recognition election. At all times we kept members informed about the issues and went to great lengths to point out the inaccuracies in communications that we were receiving from the administration. We even managed to get out a timely response to a letter from

the Director of Libraries that employees received only two (2) days before the mail balloting began.

Eventually the votes were counted on February 24, 1969 with the result that AFSCME won the recognition election by a clear 2 to 1 margin. I will never forget my supervisor at the end of that day standing in front of my desk shaking with rage, tears streaming down her face demanding to know if I knew what I had done. I informed her that we knew exactly what we were doing and that the days of playing off individual employees against each other were over.

The next day Jerry McEntee called me from Washington to tell me that we had officially been chartered by AFSCME as Local 590.

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NEXT TIME

-We Prepare to Negotiate

Part 2

We Prepare to Negotiate

Howard Deck

Even before the votes were counted in our recognition election. January 1969, the organizing committee had begun preparing to negotiate a collective bargaining agreement. Some of us were busy reviewing other collective bargaining agreements and doing research about issues that we wanted to address in our first contract.

Jerry McEntee, who is currently our International President, continued to be the District Council 33 Staff Representative assigned to us. Immediately after the election results were certified he instructed the organizing committee to elect temporary officers. They were:

Howard Deck, President
 Marilyn Horen, Vice-President
 Jim Hart, Treasurer
 Harvey Sudler, Secretary
 Peter Harris,
 Wendy Hawkins, and
 Hattie Murray,
 Executive Board Members

We began to meet on a frequent and regular basis to finish preparing our proposals for a collective bargaining agreement with the University.

Our first task was to identify those issues that we believed needed to be addressed in the contract. Initially, they were:

A classification system
 A uniform pay plan
 Job descriptions
 Union security
 A grievance procedure
 A uniform discipline and discharge procedure
 Hours of work and overtime

Health benefits
 vacations
 Holidays
 Sick leave
 Leaves of absence
 A uniform system for performance evaluation
 Seniority and promotion
 Lunch hours and rest periods
 A temperature clause
 Work rules

One of our most interesting issues had to do with the Vietnam conflict, which was at its height in 1969 and which was the subject of constant campus unrest at that time. Many of our newest members were recent graduates who passionately opposed American involvement in that conflict and believed that the Union should address it.

The proposal that evolved from our discussions remains, word for word, in our collective bargaining agreement as the third paragraph of Article XV, Section 7. It provides that any employee who is imprisoned for refusal to accept induction into the armed forces of the United States shall be granted a leave of absence for the duration of that imprisonment.

I remember Jerry McEntee's delight with this proposal, which he believed we would be able to use throughout the negotiations to make the University uncomfortable. Ironically, it was the first of our proposals to which they agreed. The following year at its biennial convention, AFSCME became the first national union to call for unilateral withdrawal from Southeast Asia.

While we were preparing for negotiations. We found that many of our proposals were relatively simple to define. Others, such as the seniority and promotion proposal, were the subject of many hours of discussion and went through numerous revisions. In fact, that particular proposal also took up more time in our actual negotiations than any other. I will write more about it in the next article.

Meanwhile we held several membership meetings to report our progress in these preparations. Only employees who had signed union designee cards were considered members at that time and they were the only people in the bargaining unit who were eligible to attend those meetings.

One of the controversial issues during the organizing campaign was union security: that is, whether or not members of the bargaining unit would have to become members of the union as a condition of employment. The University falsely claimed that if the Union won the election, mandatory union membership would be the automatic result. The Union organizing committee consistently took the position that the University's assertion was untruthful at best, since the entire issue of union security would be negotiable.

***Wounded and damaged though
we were...***

In our meetings preparing for negotiations. It became clear very quickly that the organizing committee was unanimous in supporting a "union shop" clause that would require everyone represented by the Union and receiving full contractual benefits to be a member of the Union.

Finally, after about two months of preparation, we completed our proposals and called a membership meeting in order to have them ratified. With very little discussion, almost no modification and a great deal of enthusiasm, the membership ratified the proposals and we asked Jerry McEntee to notify the University that we were ready to commence negotiations.

Within a few days the enthusiasm and optimism that characterized the general membership meeting were dampened by our first experience dealing with an internal enemy. A small group of employees, with the knowledge and encouragement of the administration, began circulating a petition protesting the Union security proposal that the membership had ratified. Some of this small group had actually voted for the proposal, and before we even sat down at the bargaining table they created a public display of division within the Local.

The negotiating committee remained adamant that it would not accept a contract that included a provision for "free-loaders." We discussed the possibility of ignoring the petition effort, but concluded that enough damage had already been done that we needed to call a general membership meeting in order to allow the membership the opportunity to reconsider the union security proposal. We were confident that if we did so our original position would prevail.

The largely one-sided debate at the meeting made it immediately apparent that the membership overwhelmingly favored the original committee proposal. The highlight of the discussion came when a member still with us rose to complain bitterly about the fact that she had been tricked into signing the petition and stated that "if those people don't want to support this union, their ass can starve." The motion to reconsider was resoundingly defeated.

That wasn't the end of it, of course. Wounded and damaged though we were, we remained on track with our agenda to complete the negotiations of our first contract by the summer. The damage done by the "fifth columnists" followed us to the bargaining table. The union security issue was a thorny one and the administration "ever hesitated to remind us, as snidely as possible, of our internal

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battle over it. Eventually we succeeded, of course, but the negotiations would have been a lot swifter and a lot easier had we not been through the unfortunate experience. On the other hand, from that experience we learned an important lesson. The internal enemy is a dangerous one, the one that can damage us the most.

Next time: **The First Negotiations.**

Part 3

The First Negotiations

Howard Deck

Our victory in the recognition election in February 1969 was only a milepost on the long road to our goal: a contract reflecting the priorities that library workers had set for themselves. On May 1st of 1969 we finally met the University across the bargaining table for the first time.

At that meeting we exchanged contract proposals. The Union's proposals had been developed with a lot of hard work during the weeks between the election and that first session. The University's proposals were punitive and regressive. They took away our status as A-3 employees, with the result that our work week was increased from thirty-five to forty hours. We would have lost the reduction in hours for the summer and the special Christmas vacation week that we had previously enjoyed. Their proposals also failed to address our economic concerns and would have perpetuated the inequities that were a major issue during our organizing campaign.

When we returned to the table for our second meeting, we informed the University that we would not negotiate from their proposals and returned them to the University negotiators. At the same time, we insisted on negotiating from the Union's proposals. The University negotiators unhappily agreed to do so.

It became clear very early that our major differences with the University were in non-economic areas. Many hours were spent arguing about the Union's proposal to allow employees to take leaves of absence. The University wanted to retain absolute discretion about granting leave requests and, incredibly, they adamantly refused even to discuss maternity leaves. Time off for classes was another idea to which the University was surprisingly resistant.

Working conditions during the summer months were often intolerable in many of the University Libraries. A great deal of time was devoted to this issue during negotiations. The

result was the first version of the temperature clause that appears now in Article XXIII, Section 10 of our Collective Bargaining Agreement.

Prior to our first contract, the University had no organized system for evaluating employees' work. During the negotiations they put forth a proposal for annual reviews of performance. As well as probationary reviews for new employees and employees who might be promoted. That proposal was a matter of considerable concern to Union negotiators because it would have given supervisors new discretionary powers to control both the salaries and the eligibility for transfers and promotions of the employees who worked for them. A number of supervisors had already demonstrated that they could not be trusted to use such authority objectively.

The Union took the position that reviews should evaluate employees in three areas of their work (quantity, quality, and the ability to work with others) and that employees should be rated as either "satisfactory" or "unsatisfactory." With any supervisory remarks included in an evaluation limited to the justification of an unsatisfactory rating. After countless discussions of this issue, the Union's position eventually prevailed.

After only a few negotiating sessions, it became clear that the University negotiators were unprepared for the militancy of the Union negotiators and, most especially, for our ability to support our arguments with examples of specific problems in the library system as well as contractual provisions that addressed those problems in other collective bargaining agreements.

Eventually, there was a hiatus in the negotiations so that the University negotiators could regroup and reassess their position.

When we returned to the table, the

University had expanded its team and seemed prepared to respond to Union demands that it had previously attempted to ignore. There was quick agreement about personal leave, maternity leave, and time off for educational purposes. The thorniest and most difficult issue remaining before us in those first negotiations was the Union's proposal concerning seniority and promotions. Prior to our first contract the University did not post vacancies in the library system and rarely promoted from within. Most jobs were filled from the outside, which meant there was little or no stability in the support staff. The annual support staff turnover

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Rate at that time was 65%. Our goal was to create a stable staff by providing our members with an incentive to stay in the system.

At first the University's argument against our proposal was largely based on their fear that they would be forced to promote unqualified employees. The Union made numerous modifications to its proposal in order to address those concerns that we believed had some legitimacy. We acknowledged that certain jobs requiring special language or subject skills should be placed outside the lines of seniority. We also proposed that employees who were promoted based on their seniority should be evaluated objectively at the end of a probationary period. Our principle was that employees who believed that they were able to perform in a position to which they might be promoted should have the opportunity to demonstrate that they were able to do so. In addition, we proposed that employees'

Jerry McEntee told me that our new agreement was the best "first contract" that he had ever seen

actual seniority based on their length of service should be weighted to credit them with additional time based on their experience in public service vs. technical processing jobs, depending on which category the job for which they were bidding fell.

Even with all these creative proposals from the Union, the administration remained resistant to our whole concept of posting vacancies and filling them from within in an objective manner. Eventually it became clear that their real concern was the loss of control that would result from the implementation of the Union's proposal. This concern reflected the attitudes of many supervisors who had operated for years without being accountable. The University was not only resisting our method for promoting employees, but also holding firm against any mobility for employees to transfer laterally into vacancies in job categories in which they were already working.

In our minds we could relate their stubbornness only to the attitudes of supervisors who, during our organizing campaign, had told employees that if they did not like working in the University of Pennsylvania Libraries perhaps they should leave. Some supervisors had actually threatened to prevent employees from transferring into other posi-

tions and to make their lives miserable while working under their supervision. The deadlock over this issue was broken only after Jerry McEntee informed University negotiators that if they did not change their position, the Union would take a strike vote.

Eventually, after many more hours of discussion, reason prevailed and we reached agreement over the original version of Article VII of our collective bargaining agreement. With the seniority and promotion issue resolved we were able to move on to the final phase of negotiations, which dealt with economics and another very thorny issue-union security.

I have already written about our internal snuggle over the union security issue. When we reached the negotiating table, the Union's team was united in our insistence that anyone working in a Union-represented position would have to maintain membership in the Union as a condition of employment. We were determined that there should be no free-loaders, since the terms and conditions of our collective bargaining agreement would apply to everyone. The University resisted this demand and expressed its fear that employees who had already indicated they would resign rather than join the Union would all be forced out of their jobs as soon as we had completed negotiations.

At the very end of our negotiations, the Union proposed that for the first ten months of the contract employees who did not wish to join the Union could pay an agency fee equivalent to Union dues,

The First Negotiating Team:

Howard Deck
 Kenneth Graitzer, alternate
 Peter Harris
 Wendy Hawkins
 Marilyn Horen
 Hattie Murray
 Harvey Sudler

but that at the end of those ten months, everyone would be required to become a Union member. The University reluctantly agreed, and by the end of those ten months everyone had joined the Union.

The economic negotiations, while hardly easy, were at least less complicated and more straightforward than the non-economic ones. We achieved our goal of a uniform pay scale that would give every-

one a raise. As a result, some members received immediate increases of as much as \$2,700 annually. In addition to the across-the-board raises other increases were negotiated to occur during the life of the contract through the Union's creation of the unit-of-service steps as well as the career advancement promotions (e.g., Library Clerk to Senior Library Clerk, LSA I and BA I to LSA II and BA II, etc.).

We were successful in negotiating three annual personal leave days (there were none before) and increased vacation time, which meant that employees began to receive twenty days vacation after three years rather than the previous twenty years. We also achieved tuition reimbursement for members taking courses in Library Science at the (then) Drexel Institute of Technology. Perhaps most important of all was our success in getting the University to provide paid employee medical insurance for the first time. (Family coverage followed a year later in the second contract.)

Early in July 1969 we finally came to a tentative agreement with the University. Joan Gotwals from the University's negotiating team and I agreed to divide the task of writing the contract language that would reflect our agreements. Union members rapturously and unanimously approved the first contract at a ratification meeting in July and our first collective bargaining agreement was put into effect, retroactive to May 1, 1969.

I cannot emphasize enough the significance of the presence of Jerry McEntee now our International President, as a member of our first negotiating team. He, along with Jim Hogwood from District Council 33, provided us with invaluable advice and guidance and treated us with more patience and respect than we probably deserved. Jerry told me that our new agreement was the best "first contract" that he had ever seen, and that is confirmed by the fact that the International Union's Research Department has sent it out as a sample model contract ever since 1969.

So we had achieved our goal, but our euphoria was short-lived. The first contract was for only one year, so we knew we would be back in negotiations in nine months: and we immediately began to experience serious problems with the implementation of the new collective bargaining agreement.

Next: Implementing and enforcing the first contract

Part 4

Our New Trial

There was no time to sit back and contemplate our success after we signed our first contract with the University in July 1969. For the next several months, our original Executive Board operated in a crisis mode. Not surprisingly, the first major crisis involved the same issue that troubled those original negotiations for so long-promotions

Less than a week after we signed the first agreement, I met with the Assistant to the Director of Libraries to discuss how we would implement the posting and selection procedure of Article VII of our contract. One of the first vacancies to be posted was for a Bibliographic Assistant in the Annenberg School Library. That position had been vacant for a long time, and filling it quickly was considered urgent because a new Librarian was about to tie over in that Library.

When the posting period was over and all the seniority calculations had been completed, the most senior applicant turned out to be James Gray (currently our Local Union Treasurer), who was then a Library Clerk in the Biddle Law Library.

Jim went to an interview with the new Annenberg Librarian and told us afterwards that he intended to accept the job. He so informed the library administration and we thought that the only matter remaining to be decided was his starting date. After some time, it came to my attention that Jim did not have a starting date and that his Library Clerk position had not been posted as a vacancy. When I inquired about the delay, I got an evasive answer.

I continued to press my inquiry and was finally told that the new Annenberg Librarian had decided that she really didn't want a Bibliographic Assistant, that the position really required a Bibliographic Specialist and that, therefore, it was to be reclassified. This, of course, would have meant that the new Annenberg Librarian could choose to hire any member of the bargaining unit-or, more likely, to hire someone from outside the library system. This blatant attempt to subvert the process that we had negotiated created outrage throughout the Local. A grievance was immediately filed.

The Executive Board, which clearly recognized the seriousness of this challenge, decided that bold action in addition to the grievance was necessary.

After some discussion we decided to ask Jim (who was not yet a member of the Board) if he would be willing to report to work at Annenberg even though the Librarian there refused to acknowledge that he should be doing so.

... to call a General Membership meeting of Local 590 and to take a strike vote because of the University's attempt to subvert our collective bargaining agreement.

Jim immediately embraced this suggestion and the following Monday reported to work at Annenberg. That courageous act alone created a significant uproar and forced the library administration and the Dean of the Annenberg School to admit that they were supporting the Librarian in her effort to avoid the terms and conditions of Article VII.

In order to demonstrate our support of Jim, dozens of Local 590 members regularly called and visited him there, to the ever increasing anger of the Librarian. (She later referred to the Union as a fascist organization.)

When we finally had the grievance heard at the third level, we asked Charlie Dade and Ronald Smith, the President and Secretary-Treasurer of District Council 33, to join us for that hearing. They readily agreed. In those days, the hearing officer at the third step in our grievance procedure was the University's Business Manager, John Keyes. I attended the hearing along with Jim and several members of the Executive Board. The University was represented by members of the Library administration the Annenberg Librarian, and the Dean of the Annenberg School.

It was clear to me that the representatives of the Library administration were distinctly uncomfortable with the circumstances in which the Annenberg people had placed them. They did, however, continue to claim that they had the right to reclassify the job, even though it had been posted as a vacancy. The hearing was a heated one. There were several caucuses of the University representatives with the Business Manager. Eventually, they returned to propose a compromise: Jim would stay and work in the Annenberg Library while the question of whether or not the job needed to be reclassified was submitted to an arbitrator who would make a final and binding decision.

It didn't take us long to recognize that if we accepted that proposal, we would be giving up the very language for which we had fought so long and hard in our negotiations. Without prompting, Charlie Dade rose from his chair and turned in my direction. He instructed me to call a General Membership meeting of Local 590 and to take a strike vote because of the University's attempt to subvert our collective bargaining agreement. It was a dramatic and important moment in our history.

The Business Manager of the University immediately asked for another caucus. When he and the other University representatives returned to the room, they informed us that they would no longer be attempting to reclassify Jim's new job and that he would be paid at his new rate retroactive to the day he first reported to Annenberg. When we renegotiated the contract, less than a year later, language was added that prevents any position that has been posted as a vacancy from being proposed for reclassification.

We survived this early challenge because we were both militant and forthright. The Executive Board and the membership had cause for great satisfaction in this victory, but like many of our victories it would not have been possible were it not for the individual courage and determination of one member. Jim Gray had been our star recruiter in the Biddle Law Library during the organizing days. During the prolonged and difficult period of our negotiations he had helped to keep membership interest and support for the process both organized and vocal. When he became the focus of this early crisis, he handled himself with singular courage and dignity. Who knows what might have happened had the Local failed this first test?

That we turned this cynical challenge into a victory is as much to Jim's credit as to the Local's.

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