PG&E DUES CHECKOFF STOPPED

Proposal to UWUA Seniority Threat

The UWUA and Pacific Gas and Electric Company are considering a new arrangement for job bidding at the San Francisco Steam Plant. Under that arrangement, bidding will be stopped in classifications under low-pressure firemen. Day-off and Emergency Relief jobs will not be posted for bid. When vacancies occur in these classifications they will be filled by a man with the most seniority in the plant where the vacancy occurs.

Job Threat

This proposal is a direct threat to the job bidding and seniority on the entire PG&E system. It smacks of the same sort of UWUA-Consolidated Edison collaboration recently reported in Utility Facts whereby the seniority of those workers got a left-handed jab by making it mandatory for them to sign non-solicitive affidavits. Usually, something good can be found to say on the merit of any proposition. It has been often said that there are two sides to every story.

However, the present UWUA proposal (Continued on page 3)

Chicago Member to Aid International Safety

Samuel R. Todd, long-time member of IBEW Local 124 of Chicago, has been appointed to the International Labor Organization, and left last month for Geneva where he will aid in drafting an international safety code for electrical machinery.

This appointment is another phase of the many directions in which the IBEW turns to advance the welfare of its members.

Brother Todd had wide experience in the field of electrical engineering, having held city and state jobs in this connection in Illinois.

No More Tribute from IBEW Members

PG&E-IBEW members will no longer have their dues deducted from their pay checks and turned over to the UWUA, as a result of a decision of Superior Court Judge Milton Sapir in San Francisco last week.

Sapir’s ruling was handed down Monday, and upheld the contention of the IBEW that PG&E workers should not be required to pay tribute to a union which no longer represents the interests of the workers on the system.

The UWUA and PG&E had protested the IBEW dues suit on the ground that the Superior Court had no jurisdiction in the matter; that it should be decided by the NLRB. The judge overruled these contentions and held that the court had a right to intercede in a matter involving interpretation of a contract, and whether or not provisions of that contract had been violated.

Withheld Illegally

In bringing the suit, the IBEW claimed that the UWUA contract had expired, the 1949 contract signed by the UWUA did not reflect the desires of IBEW members and dues were being illegally deducted. The court upheld this contention.

In the opinion explaining his granting of a preliminary injunction, Sapir said: “... the plaintiffs have severed their connection with the defendant union (UWUA) either by resignation or expulsion. There is no basis for deducting membership dues. The checkoff authorization specifically authorizes the deduction of a specific amount as payment of monthly membership dues as a member of a particular local. Where there has been brought to the knowledge of the company the fact that the particular employee has ceased to be a member of the local, then there should be no further deduction from his salary, or at least a payment thereof to a union of the account of...” (Continued on page 3)

Need Clerk Nom for Transfers

Some UWUA official, writing in a pamphlet dated March 17, had his tongue in cheek when he reported that exclusion of 472 clerical workers from the bargaining unit of Physical Workers would result in their transfer to the clerical workers unit. L. G. Glasson, IBEW Local 1324 president, observes:

The IBEW is contesting this exclusion move of PG&E along with exclusion sought of the NLRB for 1203 other employees. The UWUA is also protesting the move, or at least going through the motions.

Angles Checked

Glasson reports that Chuck Hughes, International representative of the IBEW, checked the transfer angle thoroughly with the IBEW attorney, and the NLRB.

The concensus of everyone is that any transfer of clerical workers from one bargaining unit to another could be effected under existing labor laws without the employees concerned having an opportunity to express their desire in an election.

The 472 clerical workers are now in the outside physical unit. They cannot, as the UWUA implies, be transferred around at the whim of the company, the UWUA or even the NLRB, like a bunch of sheep, Glasson says.

Classes

The present contract for clerical employees covers certain classifications in certain divisions as certified by the NLRB. To broaden this unit by adding classifications and additional territory necessitates the filling of a petition with the NLRB. Therefore, the employees in the classifications designated as clerical by management, if excluded by the NLRB, will be without a bargaining representative, and the UWUA writer implies, be transferred to the clerical bargaining unit.

IBEW Forges Ahead; Wins 3 Elections

The exchanges show that the UWUA has won bargaining rights for employees in three more industries recently.

An intermediate report of Trial Examiner Maurice M. Miller of Detroit orders the American District Telegraph Company there to bargain with IBEW Local 58.

IBEW Local 907 was certified as bargaining agent for employees engaged in transmission and distribution line work; customer service work; single phase meter testing operation, and maintenance of the Elk Mountain, Weaver, and Marshall generating plants; maintenance and construction of substations; operation of the Avery Street sub-station, and garage work, including representatives at Hazelwood and Black Mountain, of the Carolina Light and Power Company.

IBEW Local 716 was certified to bargain for draftsmen, stenographers, clerical workers, operators, typists, nurses, at Westinghouse Electric Corporation, in Houston, Texas. In St. Louis, Local Union 1 was certified to bargain for order fillers, assemblers, packers, material handlers and receiving clerks of the Westinghouse Electric Supply Company.

Iron Workers’ Locals Gain Welfare Program

New York—Members of Locals 40 and 361, Iron Workers, will benefit by a welfare program made effective by an agreement signed by the two locals and employers of the Allied Metal Industries, Inc., and independent firms.

The program provides life insurance, accidental death and dismemberment insurance, weekly accident and sickness benefits for the employee and his family, and surgical benefits. It covers 1,800 workers.
The IBEW wants the employees greatest asset any company can jointly with the UWUA. This was being processed through the NLRB. These grievances, separately or university of meeting with the IBEW on employees belonging to the IBEW intention in this letter that the it was brought to their at least the Company should be in its own office, if necessary.

The fact that the Supervisors in taking advantage of a situation to scare employees into line, by infractions of the past practices of the Company has got to come to a stop. The plant clerks were also doing a job at 245 Market street is not aware what is going on and we intend to bring it to their attention — for settlement later when the IBEW becomes the Bargaining Agent.

Further, these changes in seniority and bidding systems through discussions with the UWUA, discussed in the majority opinions of the employees of the four bay divisions who are affected in any such changes even though the Company-UWUA say San Francisco steam plants only, is not only unfair but wouldn’t even be attempted under different circumstances.

If the UWUA is not interested in the opinion of its members, at least the Company should be in its employees.

The Company says the UWUA should take care of the grievances, whereas they are not the proper ones to do this.

On March 7th we again wrote the Company, bringing to their attention the same as we did during negotiations last year, the necessity of meeting with the IBEW on these grievances, separately or jointly with the UWUA. This was not only possible but a practice while representation cases were being processed through the NLRB. It was also brought to their attention in this letter that the grievances were mounting daily and for them to place the morale of their employees second to the support of the UWUA in order to keep the employees divided into two unions is depressing and hard to understand of a Company the size of PGE.

A complete neutrality is possible and can only result in better relations between the Company and its employees which is the greatest asset any Company can possess.

The reply to this March 7th letter was the same as to the one notifying the Company of the grievance committees—which are all PGE employees. The IBEW was practical and bound with both the Company and the employees. We intend to prepare proper grievance forms to be filled out by the grieved employee and process the grievance through each step, right into Mr. Nevaumont's office, if necessary.

The IBEW has notified the Company of the grievances taken care of during this period by someone, as long as the Company seems to think the employees belonging to the IBEW are not the proper ones to do this.

The UWUA is seeking any- thing that makes the Company a minimum of $53.3 million to combat the Fair Deal health program.

By C. P. (CHUCK) HUGHES IBEW Representative

The IBEW has notified the Company that the membership of Local 1324 have elected in their regular meetings Grievance Committee men who would process the grievances of the PGE employees in their areas in accordance with the procedure now in existence on the property. The Company's reply was that they could not recognize these grievance committees because the contract with the UWUA, even though renewed by a minority, was legal and binding and all grievances must be taken through the UWUA.

The IBEW expecting such a reply, gave the UWUA and the Company an opportunity between January 18th and March 7th to settle grievances and direct violations that were taking place throughout the four bay divisions. It is not credit the IBEW is seeking. Any-one can have an individual call.

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The Company says the UWUA should take care of the grievances, whereas they are not the proper ones to keep the Company to keep the UWUA's organizing program by allowing grievances to pile up and then suddenly settle some of the big ones?

That is the play, they shouldn’t worry about us because the position of the IBEW is just this—we want grievances settled; we want the conditions the employees want the conditions the employees
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Seniority Threat
(Continued from page 1)

PG&E contract (forced upon the majority IBEW membership without their consent) has a seniority clause which specifically states:

"All vacancies shall be posted in the monthly "Employment Bulletin."

The foregoing clause is meant to facilitate job bidding. The company now proposes to confine promotions to individual plants in all classifications below low-pressure firemen.

EMASCULATION

No matter how much time and effort a man may have put into qualifying for a better paying job, he could be passed by if the proposals are carried out.

Seniority is the most valuable part of any union contract. For seniority-in-job security and opportunity and without it no contract is complete.

At the Pacific Gas and Electric Company meeting (they are not yet in a position to write such a provision. But the entering wedge for destroying individual rights and seniority out here could be this latest management proposal (which was made in a letter to Joe Anderson, UWUA official).

Know the Facts!
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UNIT No. 4—SANTA ROSA
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UNIT No. 5—UKIAH
2nd Wednesday of each month, 8 p.m., in the Palace Hotel.

How Local IBEW By-Laws Are Made and Amended

The president of the local union establishes by appointment or election, a by-laws committee which makes recommendations to the local union for new provisions, deletions or amendments to the by-laws. Such recommendations, of whatever nature, are never considered or adopted without first notifying the membership and after discussion of the proposed changes, in case of Local 324, the by-laws, the members themselves, the local union either accepts, amends or rejects the recommendations. To insure this the local union by-laws are sent to the International Office for final approval. They become effective upon approval by the International President.

"No Vote" Shedlock is going to demand at the next regular meeting and Unit 3's members recommended conference by all affiliated units of Local 1324 in a resolution calling for repeal of the Taft-Hartley Law and reenactment of the Wagner Act. As was explained, the resolution had been issued by the San Francisco A.F.L. Central Labor Council to be sent to Congressmen Havener and Welch and those representing the district in which the plants are located. It was also to be sent to Senators Knowland and Downey.

Unit 3's membership was happy to hear that they no longer need pay dues to the U.W.E.A. As soon as the news of the court order reached us, the Publicity Committee put out a leaflet which was distributed to the shops, stations, plants, and street gangs throughout the city.

Attention! Unit 3 members: Our By-Laws Committee is in the process of working up the by-laws for our new Local 1324. The Committee would like you to send in any ideas or suggestions you have on this. Please send any ideas to the By-Laws Committee Chairman, Lenny Riave, 85 South Van Ness, San Francisco.

In this future, Nick Hayden, Publicity Committee member, employed in the Overseas Dept., will be handling all makeup and layout work on Unit 3 handbills which go out for on-the-job distribution. Nick also handles regular reports of Unit 3 happenings in Utility Facts.

PUBLICITY COMMITTEE.

No More Tribute From IBEW Members
(Continued from page 1)

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Good & Welfare

The IBEW thinks that the interests of those employed in the utility field, not only in the utility field but in all lines of work, should be taken on a system-wide basis.

With the officials of both the IBEW and UWUA committed to fighting before the NLRB the company's attempt to exclude 1,675 employees from the bargaining unit, it would seem that a more timely subject would have concerned the interests of those employees.

The IBEW thinks that the interests of the membership should come first, those of management second.

Local 134's action is the second such action taken on public ownership recently by a UWUA local. In addition, U.W.A. President Fishbacher other and top officials have made statements supporting such action. They also have purported to follow national CIO policies. However, the CIO policy, adopted in convention, endorses projects such as Central Valley.

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PUBLICITY COMMITTEE.

No More Tribute From IBEW Members
(Continued from page 1)

which the employee is no longer a member.

HAIL VERDICT

The decision was hailed by officials of Local 324 as further evidence of the fact that they represent a majority of the PG&E workers and that their petition for an early bargaining agent election will be granted so that the slogan "One Union on the System—the IBEW" will become a reality.

Two actions had been filed by the IBEW on dues check-off. The decision on the check-off was rendered on a case brought in the name of a member, Brother Thompson.

The other action seeks practically the same result and was brought in the name of Brother Howard. The main issue raised in this suit will be decided by the NLRB.

Mr. Shedlock please note: Actions don't speak louder than words, but generally they tell fewer lies.
OLD-TIMER ON THE SYSTEM
WRITES ABOUT GOOD UNIONISM

(Editor's Note: The following letter, written by a PG&E employee with many years experience, deals with what the writer terms the "real issues" involved in the present situation on the system. His name is withheld by request. Similar letters, which are fair and not libelous, are solicited from PG&E employees.)

An election among PG&E employees is inevitable and will soon be a reality. It is a testament to the organization being built by the company that the chosen representatives of its employees at such times as equal responsibility, mutual respect and fair dealing are the relationship between the parties.

The present situation, on the eve of the election, came about through many factors but the real issue today is the relationship between the employees and the company.

Therefore, if the following observations be considered, the foundation of a permanent, respectable relationship may be established.

1. The great majority of PG&E employees desire, and will have, a democratic union of their own choosing to represent them in their efforts to retain present benefits.

2. The company has made concessions and has put forth certain efforts designed to stabilize and improve the cooperation necessary between employees and employer in order to carry on the efficient and peaceful joint efforts required in their business. Organized labor has been a party to those efforts.

3. The disintegration of the UWUA locally and nationally has opened the door of temptation to a return to the chaotic era prior to the establishment of collective bargaining contracts on the system.

4. If the employees' just aims and aspirations are those of the company to be attained, the relationship must be upon the basis of the sensible adjustment of honest differences with the respective parties respecting the local, constitutional, moral and ethical rights of each.

5. For the company to accept the bankrupt policy of a return to the days of petty strife and fear of economic insecurity through assisting in a program of repression and dictatorial economic re-establishment, as a last resort pending its (UWUA's) final collapse, will serve only to tear years of progress in the field of industrial relations.

Such a program is of course, unacceptable to PG&E employees and would be doomed. Temporary monetary gain or the apparent vindication of the views of some enmity of the iron-handled labor relations school might ensue. However, the price of achieving temporary expediency, of the policy of the joint reversion would be great.

Inability, on the part of management to reject as immoral the overture of profit to UWUA to align itself wholly and completely on the side of industry, under the guise of its vaunted "reprisals" could only result in failure and the costly job of repairing the certain damage to the future respect and co-operation of PG&E employees.

6. It is common knowledge that the re-intimations, mass abuse, slander and defamation of individuals' character which have been the order of the day, of late, do not bear upon the BASIC question of sound Labor Relations, but rather on that of whom shall emerge, from this senseless struggle, the winner, the UWUA or the employees of the PG&E.

If the company decides to choose between adoption of these principles inherent with either UWUA or the IBEW, the greater majority of PG&E employees in an effort to adopt them to its long range Labor policy, sound thinking certainly is on the side of the men and women who work with the company as against those who have proven themselves unwanted and unfit to represent the employees.

3. The maintenance conditions by which the results of a local collective bargaining election, followed by the ungrudging acceptance of its results is the logical course to follow if the objectives of the parties be industrial peace, and the fair and equal responsibility to employee, employer, stockholder and consumer.

In theory, the NLRB is labor's counterpart of democracy and the NLRB by seeking to deny the right of the PG&E worker to express his choice of a bargaining agent.

Unit Three Execs Discuss Grievances

"Settling grievances for PG&E workers is one of the most important jobs on our hands today," declared the opening remarks of Brother "Chuck" Hughes, IBEW, representative at Unit three's last executive committee meeting. These remarks set the tone of the meeting and most discussion was devoted to a program of organizational work for "ONE UNION ON THE SYSTEM." Present at the meeting was Brother Merriott Snyder, IBEW representative for San Francisco.

Brother Hughes reported that steps had been taken to process grievances in the manner that Unit three rank and file had instructed him to do. He stated that standard grievance forms, which would be suitable for this purpose, were being printed and that shortly the pending grievances would be filed with the company. Brother Hughes stressed the importance of sending in grievances in time so that they can be worked on, in order to show PG&E workers that the IBEW is fighting for the interests and is the organization which they should support.

Brother Hughes also reported that a new IBEW Unit was now being set up in Ukiah, which would embrace such towns as Ukiah, Willits, Lakeport and possibly others. Another unit will soon be set up in San Rafael where we have made many new friends recently among PG&E workers.

Brother Riave reported on Unit three's "On-the-Job" distribution of the leaflet which was issued to explain why there had been so many delays in the election hearing. This leaflet was widely distributed at such places as 18th and Shotwell, Station P, Station A, Station I, and heavy gangs and underground car service throughout the City. The response to these leaflets was very good and several of the heavy gangs requested lunch time meeting with IBEW representatives. This request will be carried out in the very near future.

At this point, Brother William Kennedy, Unit three's organizational leader, expressed dissatisfaction with the election stalling, and stressed the importance of getting the election over with as quickly as possible. He asked Brothers Hughes and Snyder if they could report any optimistic developments along these lines. Brother Snyder stated that the hearings had begun again that day.

New York Local 3 Wires Dream House

To New York Local 3, IBEW, goes the honor of wiring the first all-electric heated home. The so-called "Dream Home" is located at 48th street and Fifth avenue. Radiant home heating panels were used.

These panels are a finished product ready to install as a complete home heating system. They are of a natural rubber to which has been added special materials permitting the conduction of electricity. There are no electrical wires within the panels other than two aluminum foil potential leads to conductive rubber layers.

These panels operate on 220 volts and are made in two sizes, 17 watts per square foot and 22 watts per square foot.

Car Prices Still Up

"Hey," said my wife, "I see by the headlines that General Motors dropped prices on Chevies. Maybe we can buy one now?"

"Mmm," I answered, waving a sheet of statistics in her face. "Look, General Motors only recently raised their prices on the Chevelle $42. Now they're 'giving' back $50!"

"I don't buy that," I said. "Me too," sighed my wife.

The company's effort to have 51 classifications of PG&E workers thrown out of the bargaining unit was being fought.

Brother Snyder pointed out that this joint opposition against the company had been hoped for previously as was stated in UTILITY FACTS and was a very encouraging development. Brother Snyder felt that the hearing should be completed within a week. He should then take two to three weeks for the local NLRB hearings officer to write up his report and forward it to Washington. Washington will then take about a month to decide what type of election shall be held and set a date.

The company's efforts to bar PG&E workers from the election was discussed with great interest. Brothers Snyder and Hughes collected information from the membership which will be used in contending this maneuver. Brother Snyder stated that a large joint meeting of PG&E workers was being held the following evening to work out strategy in connection with the protestation of the expulsion of the employees in its 51 classifications.

Sec. 562, P.L & R. U.S. POSTAGE

Ric PAID

Oakland, Calif.

Permit No. 1283