NLRB HEARINGS COMPLETED

Case Will Go To Washington NLRB

The NLRB hearing on the IBEW petition for a collective bargaining agent election among PG&E employees closed on Thursday of last week after all parties completed their testimony before Hearing Officer Ben Law.

After receipt of the transcript of testimony given during the last four days of the hearings, the parties will be given seven days to file their briefs. The complete record of the hearings, which started late last fall, will then go to NLRB headquarters in Washington, D. C. for study, after which an early election is expected.

DETAILS

Proceedings before the NLRB, held in San Francisco, were marked by many postponements due to illness of one PG&E attorney and other delays asked for both the UWUA and the PG&E for various stated reasons.

Most of the actual hearing time was taken up by testimony against a PG&E effort to exclude 1675 employees in 51 classifications from the bargaining unit. Evidence on the petition for an NLRB election was admitted to the record and completed several weeks ago.

Both the IBEW and the UWUA offered evidence against the company's effort to whittle down the size of the bargaining unit. Many of the union men called to testify on that effort were subjected to terrific pressure on the witness stand by the PG&E attorney but their testimony stood up well under hammering and sometimes biting cross-examination. (For details see stories in an adjoining column.)

UNION WITNESSES GET GOING-OVER

The PG&E's Labor expert, Attorney Paul St. Sure, sought strenuously to discredit the testimony of PG&E employees who appeared as union witnesses last week in the four days of hearings. He filed the hearing to exclude 1675 employees in 51 classifications from the bargaining unit.

Both the IBEW and the UWUA were fighting the PG&E exclusion move. The company concentrated most of its fire on the exclusion of sub-foremen and watch engineers.

WITNESSES

Mr. Morris of Station "B" in Oakland was on the stand for the UWUA. Ronald Weakley of the River plants appeared for the IBEW. There were several other witnesses from both unions.

The same vicious cross-examination that marked a recent hearing appearance by Donald Hardie.

(Continued on page 4)

Review of NLRB Hearing in Frisco

George F. Prine, general foreman of the Electric Department in Redwood City, appeared for the company to further prove sub-foremen are supervisory and therefore not entitled to collective bargaining. After describing his duties, he left the impression that these men do not work every day.

Anyone familiar with line work will refute this impression. Prine's objective apparently was to create the impression that employees in this classification cannot function as part of management and belong to a union.

1944 TALKS

Mr. Nevaumont was recalled to the witness stand to explain the joint negotiations of both unions 1944 regarding seniority. The unions and management placed different interpretations on the meaning of a clause in Section 16.

(Continued on page 4)

PG&E Repudiates 1944 Agreement

The efforts of cooperative minded union officials who dickered with representatives of the PG&E about job classifications in 1944 have been certified for inclusion in the bargaining unit by the company.

In the four days of hearings the company introduced evidence aimed at excluding supervisory, technical, clerical and management representatives. These classifications have been certified for inclusion in the bargaining unit by the NLRB previously.

LETTERS

In 1944 representatives of the union exchanged letters with the company regarding various classifications and after many conferences, most of the classifications which were discussed were then included in the bargaining unit with the approval of the company.

In last week's hearings the company introduced some of these letters to bolster its repudiation of negotiations made by union representatives in good faith at the time for the purpose of promoting good will and understanding.

EXPLANATION

Jess Snedgrass appeared as witness to explain these agreements. It was understood then that sub-foremen, watch engineers and like classifications did not involve supervision and men in those classes should be regarded as lead men carrying out instructions from the company.

The duties of the men in these classifications have not changed since then, the company admits. However, the company now maintains these are supervisory jobs and should be excluded from bargaining protection.

New construction in March was 2 per cent above that of March 1948.

AFL Clerks Raised

Retail Clerks of Local 775, San Mateo, obtained $6.00 weekly raises recently in negotiations with the California Retail Grocers Association.

Labor-Management Relations the IBEW Way

The NLRB hearings are over. Considerable time was devoted in the hearings to the company effort to exclude 1675 workers in 51 classifications from the bargaining unit, and from a vote in the coming bargaining agent election.

The IBEW fought the exclusion move. It fought it because many of its members are from those classifications. The IBEW has a duty to those 1675 workers as well as to the other workers on the system. It performed that duty by going into the hearings with evidence gathered at great expense and presenting it in a costly effort to preserve the bargaining unit intact.

The IBEW case was undertaken with honesty and sincerity in the interest of ALL workers on the system. The IBEW is seeking for these workers no rights or privileges they do not have under existing labor laws—the right to band themselves into one union on the system for bargaining with the company.

The IBEW believes that the fair wages and uniform conditions such a union will bring to the system will benefit the employee, the management and the public as well through higher efficiency and better morale.
Unemployment and The PG&E Worker

Although there are signs that Callifornia's economy is perking up again, the unemployment rolls are still heavier than at any time since the war. Reports emanating from the in-employeed workers in the Bay Counties and from union offices indicate that the economic condition of some of those registerred as out of work is getting se-rious. There are many instances of both skilled and unskilled workers uping all of their allotted six months of benefits. Where these men have families to feed and house at present inflated prices their condition is desperate.

The effect of this situation on men who are still steadily employed is one that bears examining. There are many reports of the more des-perate unemployed offering their services for less than established union pay scales.

Thus the importance of unionism to every employed worker is greater than ever before. The only bulwark the average worker has against the unfair competition of a hungry worker is his union.

It would be well for the PG&E worker to pause and examine his own union, deciding what they are doing for him to protect his job.

The AFL (American Federation of Labor) of which Local 1324 is an affiliate with the Central Labor Council of the American Federation of Labor in Alameda County. It is preparing to affiliate with the central councils in the other Bay Area counties at an early date. It is also an affiliate of the Northern Joint Executive Council of IBEW.

Foreman No Boss

A Chrysler foreman testified before the House Labor Committee that after working 37 years if he retired at 65 he would receive a pension of $10 a month from the company. General Motors President Edsel Ford argues that foremen shouldn't have the right to bargain collectively because they are "part of management." The logic is sound. Why should a foreman have the right to bargain over his $230,000-a-year salary and $100,000 prospective pension?

Building Janitors Get 13 Cents Per Hr.

AFL Maintenance men employed by 14 building maintenance con-tractors in Oakland who belong to the IBEW. The PG&E's insistence on making a contract with the UWUA around the first of the year de- spite the fact that IBEW had petitioned the NLRB for a bargaining section is clearer this week.

The management can whittle away at important provisions of the contract with impunity so far as the laborer is concerned. Men are laid off without recourse to rules governing such layoffs, other viola-tions of the contract occur, and UWUA does nothing. The UWUA even negotiates new agreements with the company modifying secu- rity and seniority provisions of the contract.

So far as the UWUA and the IBEW are concerned the PG&E are allowed to write its own ticket. Meanwhile, PG&E personnel is discouraged from talking to Local and from jobs in some sections of the system. And the company has decided Local 1324 that it will not bargain with Local 1324 officials about grievances suffered by IBEW members.

The company's desire to keep several unions on the system might have a better chance of succeeding if it would practice neutrality until after the coming NLRB elections.

However, management is slow in learning the value of fairness whenever unionism is at stake. To-day more than ever before one union—one good, progressive, dem- ocratic, honest union—is needed on the system.

1. At the river plants, it is re- ported that the superintendent has initiated work practice changes which break down established rates and conditions for maintenance paint- ing. The work is being taken away from mechanics who formerly did the work and given to mainte- nance helpers at lower pay rates. 2. Although a good rounded meal of the sort many PG&E workers are accustomed to eating at home costs more than $2, a limit of $2 has been set by the superintendent (tax included) on meals the men buy when required to attend safety meetings after regular hours.

3. Management men are feel- ing inspired pressure on meal ex-penditures out in the field. Their foremen have let them know that $1.35 for a meal is considered too much.

It should be pointed out that there is a section of the contract that definitely states the terms under which men away from their home terminals or held on the job past their normal quitting time are to be reimbursed for meal ex-penses.

4. A new company work sched- ule for men in one of the river plants who are doing shift work severely and does not pay them for overtime worked in other cases. If this is not checked it will probably be spread to other sections of the system.

5. Established safety measures are being by-passed for the sake of "efficiency." There have been several instances where it is being required to work in the pres- ence of dangerous and highly toxic sulphuric acid fumes while repack- ing, whereas established safety rules dictate removing the pipe or vessel from any pressure to which it may be attached for such repacking.

Help Wanted

Despite a fine job recently of publicising its activities, Unit 3's Publicity Committee is still looking for volunteers who like to write.

Any interested in such work should consult with Rusty Evans, Unit 3's agent election is clearer this week.

AFL milk plant employees, in- cluding drivers, got 10 cents an hour raises recently, retroactive to Feb. 1, 22/3 cents more April 1. There has been another seri- ous UWUA defalcation of duty to the PG&E employee.

Here unemployed rolls grow, employers become more ar-biterary about their right to hire and fire indiscriminately. Thus the full weight of the AFL. The PG&E's insistence on mak- ing a contract with the UWUA around the first of the year de- spite the fact that IBEW had petitioned the NLRB for a bargaining section is clearer this week.

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Typographical Men Get Weekly Raises

Typographical Union No. 221, San Diego, got $10 wage raises for about 30 workers in job printing shops. The Typos are an AFL union.

At Eureka the Typos also won raises for about 100 of its mem- bers employed in job shops and newspaper offices. Amount of the boost was 10 cents.

About 500 members of Typo Local 174 got boosts in Los Angeles amounting to $3.00 per week and retroactive to March 1, 1949.

Savings in 1948 were $3400 mil- lion less than in 1947.
WE'D LIKE TO KNOW??

The UWUA Utility Workers council has distributed a pamphlet on public versus private ownership of Utility Companies. Local 1324 raises and directs at the UWUA for an answer the following questions which their pamphlet raises:

Why DID ONE UWUA local adopt a UWUA anti-public ownership resolution without consulting with the other UWUA locals on the PG&E system?

Why was such a resolution railroaded through at a time when a collective bargaining agent election is pending on the system and all evidence indicates that the UWUA represents only a minority of PG&E workers?

Why was such a resolution voted upon at all in the face of a declaration within the document stating "Whereas, Like every other political and economic question we realize that none of our members can be precluded from having his individual views on this (public ownership) question"?

Why does the resolution contradict itself by ending with the phrase "Assuming fair labor policy, we do not favor driving privately-owned public utilities into public hands. . . ."? Does the UWUA wish to imply that it will try to force public ownership on any company it deals with if the UWUA leaders do not get along with management?

Is the UWUA policy regarding this issue to be regarded as not one taken in the public interest but one taken to be used as a club over the head of management?

Has the adoption of the UWUA resolution aided relations with the PG&E management to the extent that Company is now doing more for its employees than before the resolution was adopted? Are grievances easier to settle? Is the contract being observed?

How about the 51 classifications covering 1675 employees that the company wants excluded from the bargaining unit—is this a "Fair Labor Policy"? ? ?

Any important action taken by a union should aid the worker on the job in some way as well as the industry. How has the UWUA's resolution aided the welfare of the PG&E worker?

LAUDS OLDSTERS

"The wisdom and patience of the oldtimers in incorporating sound seniority and job security clauses into IBEW contracts has been a big factor in the successful and rapid growth of the IBEW among the utilities." Every union man understands that seniority is the heart of any union contract, for seniority is job security. In IBEW utility contracts, job security is strengthened in a host of ways which include every possible protection from strict procedure regarding job bidding, to IBEW voice in apprentice training.

"But the real worth of the IBEW to the worker is in how these provisions are enforced," said Drew, "and saves us the worry of a union whose oldtimers are sitting on the fence down there, most of them oldtimers.

"They've been around a long time," Drew remarked, "and they know that their oldtimers and oldtimers. The IBEW is the strongest and largest union in the utility field today because of the support and effort of these men. We have had an opportunity to show them how the IBEW operates in the interest of its members throughout the country, they will be in the habit of voting for us as they are elsewhere on the system."

GOT AROUND

During the past week, Drew called at PG&E plant headquarters in San Jose and also visited with several field crews.

"The IBEW," Drew noted, "has come a long way down the organizational road in the past few years. Changed conditions not only on the legislative front to advance the interest of its members throughout the nation, they will be in the habit of voting for us as they are elsewhere on the system."

The board certified the Masters, Mates and Pilots. The UWUA officials seemed to be very uncertain where they were going. Action was not certain, however. The UWUA officials confined their conduct of the session to reading of correspondence, reports, and good and welfare.

Good and welfare was not too good.

NO DOUGH

The Oakland Local reported on dearth of funds because the company is no longer turning the dues monies collected from employees over to it. (San Francisco Superior Court ordered the PG&E to cease turning over to the UWUA dues collected from employees belonging to the IBEW.)

UWUA officials said that a suit may be brought against the company to compel it to turn over the funds. Such action was not certain, however. The UWUA officials seemed to be very uncertain where they were going or how they were going to get there.

UWUA 134 Meets; Has Poor Night

An apathetic meeting of UWUA Local 134 in Oakland its headquarters met on Thursday night of last week. One reliable observer who attended, reports that only about 25 PG&E workers showed up for the session.

Attendance at the UWUA's Oakland meetings has been falling off progressively here recently. The language and lackadaisical manner in which business was presented and transacted indicates that the officers are just as discouraged with the floundering UWUA campaign as the few remaining UWUA partisans.

FED-UP

Those who were present seemed to be thoroughly fed up with the UWUA mistakes, their top-level dictation of policy, their post-contract agreements which softened up the contract, and their failure to endorse seniority and job-security provisions in the new contract.

Where past meetings have been given over largely to harangues against IBEW Local 1324 and its leaders, on Thursday night the UWUA officials confined their conduct of the meeting to reading of correspondence, reports, and good and welfare.

Painters Get Paid Health Insurance

About 15,000 painters in 31 AFL locals, located in the Bay Area counties now enjoy the benefits of recently negotiated health plan by the employer which provides for cost of operations, hospital expense, medical expense, and medical services. The UWUA has adopted the UWUA resolution aided relations with the PG&E management to the extent that Company is now doing more for its employees than before the resolution was adopted? Are grievances easier to settle? Is the contract being observed?

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AFL Masters, Mates

 Whip CIO in 2 Elections


In a National Mediation Board hearing the union whipped the CIO's so-called "United Railroad Workers" by 26 to 11 on the Erie and by 8 to 4 on the Long Island. The board certified the Masters, Mates and Pilots as bargaining agency.

Farm Output Doubled

Washington. — In 1900, the average American farmer "grew food for 8 persons." Now, a report says, he "grows food for 15 persons," and nearly twice as many. Mechanization of agriculture is the main reason why this increase was possible.

Following adoption of the new rent law, Housing Expediter Tighe said ceilings would be lifted from about 185,000 rental units in 27 states.
REVIEW OF NLRB HEARING

(Continued from Page 1)

Article 21, page 52 of the contract.

In drawing up this clause in 1944 the unions recognized that management had certain prerogatives for the selection of personnel to fill certain jobs in some of the classifications the company now seeks to exclude from bargaining procedures. There were made exceptions to the general seniority rules covering most other jobs.

AGREED TO TALK

The idea at the time was not to make any hard and fast rule that would apply to job bidding for positions that could be construed as supervisory in some cases and not supervisory in others. Under such a clause the classification of some positions was subject to negotiation with the company.

Management has often charged labor unions with usurpation of management prerogatives. It was precisely to avoid such charges that the clause was agreed to in 1944.

Yet in the San Francisco hearings the company took advantage of the 1944 negotiators’ good will and the concessions made then to support its contention that ALL of the 1675 employees in 51 classifications were management representatives.

EVIDENCE

Evidence to refute this claim was introduced by the unions in the form of statements, testimony and exhibits. It was shown that the workers in the 51 classifications had been covered by union contracts not only in the PG&E system but on other utility systems up and down the coast, in some cases for as long as 25 years.

It was also pointed out that the IBEW had taken unbroken settlements in the last five months with many contracts with utility firms covering employees in those 51 classifications.

In the face of these facts, IBEW representatives question the motives lying behind the company’s effort to exclude these classifications. These questions cry for an answer:

Was the exclusion move made merely to stall the hearings and delay the day of an election?

Did the company think that denying these 1675 employees the right to vote for a bargaining agent would affect the IBEW’s certainty in winning such an election?

Is the PG&E exclusion move an attempt to change a collective bargaining pattern which has been established on the Pacific Coast for over 25 years?

Does the company realize that its effort threatens the stability of every other IBEW contract where similar classifications are covered?

Is there an ulterior motive in seeking to remove from the unions the stabilizing influence of those workers falling in the 51 classifications?

In reviewing the hearing, IBEW representatives point out that it was the Taft-Hartley law that has made it possible for the company to request exclusion from collective bargaining of certain employees. The fact that the company did not do this, but waited until the IBEW had filed an election petition, may be significant.

The employees in those 51 classifications may believe too strongly in the IBEW and One Union on the System.

Fisticuffs Needed

Now to Sell CIO

Not only the UWUA but the rest of the CIO family seem to be on the down-grade in recent weeks. The National CIO came out to the Pacific Coast last month in a successful attempt to dictate policy to the Longshoremen, according to spokesmen of that union.

The latest difficulty of the National CIO is with the Mine, Mill and Smelter Workers Union, which accuses the CIO Steel Workers of raiding its jurisdiction at Bessemer, Alabama, resulting in a new bargaining agent election in that southern steel city, which was won by the steel workers.

CLASSES

Paul E. Britton, Personnel Supervisor of the San Jose Division appeared as a witness to impeach the testimony of L. E. Clifford, supervisor of the Redwood City Gas Co., who appeared as a witness to impeach one of the union employees on the premise that the men had duties and responsibilities not set for the company. He stated that the company had not done this, but waited until the IBEW had filed an election petition, may be significant. The employees in those 51 classifications may believe too strongly in the IBEW and One Union on the System.

CONTENIONS

The company introduced management representatives who attempted to prove the company’s contentions that the men had duties and responsibilities not set for the company. Because they refused to admit that their actions were in carrying out the provisions of the contract, the implications that they might be discharged for laxity were unspoken but it was there just the same and everyone at the hearings could not fail to see it.

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Local 1324 views such a requirement seriously. When one employee has to report on another employee it does not aid in creating the sort of cooperation that should exist between all employees working together on the job.

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