UWUA Lax On Layoffs

Alarm over the manner in which employees in the four Bay Divisions were being laid off was spreading this week. The UWUA, which is honor bound to enforce the quickie contract made with the company while the NLRB election petition was pending before the NLRB, had done nothing about the matter so far except talk in circles.

With employees being laid off in every one of the four Bay Divisions without recourse to the seniority provisions of the contract the IBEW this week called upon the officials of the UWUA to do something to protect the rights of those affected.

Both IBEW and UWUA members were being hit by the widespread retrenchment program which was hitting the whole system.

SERIOUS MATTER

In the 11 outlying divisions where Local 1245 IBEW had bargaining rights every lay-off was being checked and seniority rights enforced.

The matter is serious not only from the standpoint of those unrightfully being tossed out of their jobs, but the sanctity of the whole contract was being jeopardized for the Bay Division employees by UWUA inaction.

With both the company and the UWUA insisting that the IBEW is the legal bargaining agent (until an NLRB election is held) IBEW Local 1324 is unable to take effective action to stop the indiscriminate discharges.

However, Local 1324 IBEW would be lax in its responsibilities if it did not call attention to the UWUA inaction. The September 8 issue of the UWUA’s Newscaster takes notice of the layoffs. It says:

“Your Negotiating Committee (yup, the same one that says it’s going to write a new 1950 contract) met with company representatives on Tuesday, September 6th to gather information as to the reason for the lay-offs at this time, just what employees are to be affected, the numerical number to be laid-off, and interpretation of the contractual rules that govern if, and when layoffs cannot be avoided. At this time your committee is passing the information on to the membership for their discussion, consideration and development of a course of action.”

COU RSE CLEAR

The course of action is clear. Either the contract has a seniority clause or it does not have one. If it has one it’s up to the UWUA leadership to enforce it as part of the contract approved previously by the employees. So far as layoffs are concerned the contract is legal and binding on the company. The UWUA officials are morally obligated to see that the company knows this and should not waste valuable time running back to the membership for advise or to pass the buck.

Newscaster quotes:

“We are passing the information we got from the company back to the workers”

How about the affected workers, UWUA? Have you met with them? Have you been out in the field to check the situation with the guy whose pay check is threatened?

On the other side of the system — the IBEW Local 1245 side — they are TELLING the company how seniority works, not ASKING them. (See story elsewhere in this issue).

EMPLOYEE REACTION

Charles Mason, business manager of Local 1245, reported as Utility Facts was going to press, that numerous calls had been received at the IBEW offices from UWUA members relative to the PG&E layoffs. He said that members were ired by the UWUA do-nothing policy, and wanted to know how Local 1245, which has a contract covering the employees in 11 outlying divisions were handling the situation.

Similar calls had come into the Local 1324 IBEW offices. Since the UWUA holds the contract for the four Bay Divisions, Local 1324 officials could only tell the callers to demand action of their UWUA leaders.

Meanwhile, One Organization, the IBEW, seemed to be the only remedy for similar situations which are bound to occur in the future at the great PG&E expansion program tapers off.

Newscaster Reveals

UWUA “Unionism”

September 8, 1949. They got around to getting out another edition of the Newscaster this week. We are sorry to have to report that there has been no change in the sheet’s approach to the issues in the current PG&E campaign.

The first story takes Utility Facts to task for alleged “blabbering.” Says the Newscaster: “Certainly, the IBEW, beating their propaganda drums to the high heavens, about captives and slaves in the UWUA ought to take time out and examine their own operations.”

WE ALL MAKE ‘EM

The IBEW makes mistakes and makes no claim of perfection. It does, however, constantly strive for the ultimate in service to its members. Despite the mistakes made in achieving this end the fact that the IBEW continues to defeat the UWUA and other CIO unions consistently in NLRB bargaining campaigns proves that the average utility worker likes the IBEW net result.

Utility Facts still maintains that all UWUA members are captives by virtue of the quick contract the UWUA made with the company while a petition to determine lawful bargaining representative was pending before the NLRB.

In the Newscaster story referred to above Local 1245, IBEW, is criticized for attempting to collect dues, through use of a form letter, from a delinquent member.

UNION CONCEPT

Says the Newscaster of the effort: “To get down to facts, it must be observed by the members of the IBEW that such a letter and the threats made therein are strictly illegal and is not permissible under

(Continued on Page 4)
Layoffs: Here's How They Should Occur

The following was prepared in mimeograph form and posted on IBEW Local 1245 bulletin boards for the benefit of the local's 7,000 PG&E members when the current rash of layoffs on the system began. It interprets the IBEW contract with the company as it pertains to layoffs. (The UWUA contract which is supposed to be enforced in the interests of the 5,000 employees in the Bay divisions is almost identical in its provisions but is not being enforced by the UWUA.)

Note that Local 1245 officials lost no time in advising their members concerning their rights when the layoffs began to take place.

INTERPRETATION OF CONTRACT PROVISIONS
WITH RESPECT TO
DEMOTION AND LAY-OFF

Sept. 9, 1949.

When the Company reduces working forces in a district of a Division or in a Department, the employees affected by such reduction shall be demoted or laid off on the following basis:

1. The employee with the least classification seniority in a given classification shall be demoted within his district and may displace the employee with the least Company seniority who is in the next lower classification in the normal line of progression, provided, however, he shall not be entitled to displace an employee whose Company seniority is greater than his own.

2. If an employee cannot displace another employee in a classification within the normal line of progression as provided in paragraphs No. 1, No. 2, and No. 3 an employee of the same classification in such other department within the Division who has the least classification seniority, provided, however, he cannot displace an employee whose Company seniority is greater than his own.

3. If an employee cannot displace another employee in a classification within the normal line of progression as provided in paragraph No. 1 and he has regularly worked in another department of Company and in any one classification of such department for a minimum period of six (6) months, he shall be entitled to displace the employee in such classification in such other department within the Division who has the least Company seniority, provided, however, he cannot displace an employee whose Company seniority is greater than his own.

4. If under the provisions of paragraphs No. 1, No. 2, and No. 3 an employee does not displace another employee within the Division he shall be subject to layoff. Such employee may, in lieu of layoff, elect to transfer within the Division, in which event he shall be entitled to displace, within the Division, the employee who has the next lower classification in the next lower classification or in any successive lower classification provided, however, that he cannot displace an employee whose Company seniority is greater than his own.

5. An employee who has transferred from another Division of Company and who is subject to layoff for lack of work shall retain his Company and his classification seniority previously acquired and shall on the basis outlined in paragraphs No. 1, No. 2, No. 3 and No. 4 be entitled to displace other employees within the Division in which he is currently working at the time a work reduction takes place.

6. In connection with the foregoing provisions Company shall notify an employee in advance of (1) the classification in his district to which he is to be demoted, (2) the job in any other district to which he has an election to transfer, or (3) his contemplated layoff:

(a) An employee who is to be demoted shall be given as much notice as possible of such demotion but in no event shall such notice be given less than two days prior to Company's effecting an employee's demotion.

(b) Within five days after Company's notice to an employee of the job in any district to which he has an election to be transferred must notify Company of his acceptance or his refusal to accept such transfer.

(c) Ten days after an employee has been given notice of a job to which he may elect to transfer an employee shall be subject to transfer.

EXECUTIVE BOARD,
Local Union 1245, IBEW.
What the IBEW Is Doing About Layoffs

On the front page of this issue of Utility Facts it was pointed out that the UWUA has taken a negative stand on the widespread layoffs occurring on the PG&E system. Because the UWUA holds the contract for employees in the four Bay Divisions Local 1234, IBEW, is powerless to act on the layoffs except through the pressure of publicity.

Here is how Local 1245, IBEW, protected the interest of its members in the 11 outlying divisions when the layoffs began:

One of the first steps was the issuance to all 1226 bulletin boards September 9 of an interpretation of the seniority provisions of the contract relating to layoffs. (It is published on Page 2.)

Instructions went out to all Local 1245 field representatives to check into all layoffs and all grievances relating to them. The well-knit Local 1245 organization immediately began sending reports into the main offices on all layoffs.

Business Manager Charles Mason and Assistant Business Manager Kelly of the IBEW local made a quick trip to Fresno to investigate a layoff of 120 members of the union, reportedly out of seniority.

Meanwhile all divisions under the local's jurisdiction were being closely watched to see that all employees laid off got the break they were entitled to under the contract.

Conversation with the membership to find out what it should do about seniority violations.

If the negotiating committee does no better job on the contract it says it is going to write for the coming year, expect a document in keeping with the ability it has shown in the present layoff crisis.

IBEW WINS PAY BOOST FOR 10,000 IN 4 STATES

Between 8000 and 10,000 members of the AFL's International Brotherhood of Electrical Workers will get a general wage increase of 10 cents an hour under a new contract relating to layoffs.

AFL Electricians Give Pay to Medical Center

Boston - Members of Local 1505 of the AFL's International Brotherhood of Electrical Workers demonstrated here the growing role that labor is playing unselshly in community affairs.

AFL workers and office workers, numbering over 6000, worked voluntarily on Saturday for 4 hours and contributed their earnings to the Children's Medical Center of Boston. The wages contributed amounted to an estimated $25,000. Although Saturday work at the Raytheon Manufacturing Company plants in this area was discontinued at the end of the war, the employees agreed to put the extra time at regular hourly rates.
REPORTS FROM THE FIELD

Richmond Unit 6

The employees in the Richmond area are convinced that the IBEW is the answer to their labor problems.

The proof is by the exceptional attendance at Unit 6 meetings and the will to take an active part in assisting in the campaign to put No. 1324 on the system.

Brother Chas. Galycan, vice chairman, who punches hits for Chairman Art Adams when he is absent, has been in the organization since the organizing of the Clerks and Pharmacists.

Bro. Snyder, pinch-hitting for Bro. Mansfield, brought the latest date on the progress of organization in the units and status of the NLRB hearing in Washington.

John Pante, Secretary Unit No. 1, Martinez.

San Francisco Unit 3

At our last executive committee meeting, plans were discussed to keep Local 1324 office at 85 So. Van Noss open at least two evenings each week. Members felt this necessary to enable PG&E workers to get any information they might need concerning union affairs.

It was our understanding that the men who take care of the office on these nights call our active members and check on progress being made in organizational work. Finally it was decided that there is an opportunity to get regular routine union business accomplished. It was recommended we charge Unit 3's recording secretary and the chairman of the organizational committee with the responsibility to carry out this job. We will specify in this column at a later date when nights the office will be open.

Bro. Snyder, International representative, reported that Charles Mason, Local 1324 representative, paid a visit to a recent membership meeting of our sister unit in Martinez. He was asked many questions by the Martinez members and they were pleased with his answers. Local 1245 is assisting us in our organizational efforts in such places as Petaluma, San Rafael and Santa Rosa. They have offered to put a full time representative in these areas. They have line crews working in these locations who are line workers in these areas. They have line crews working in these locations who are line workers.

Bro. Mason reported that the company has been paying the insurance lobbies.

Bro. Mason brings about 15 years of organizational experience into the fight for One Union on the System when he pledges full support and cooperation with Local 1324. Bro. Kelly is your International representative for the organizational history of Local 1245 and their present negotiations with the company in regard to job de- mands, layoffs and pension plan. In the past two weeks, a trip to the North Bay district eight new IBEW members have been signed up.

NEW 1324 EXEC BOARD'S PUBLICITY COMMITTEE

Martinez Unit No. 1

Unit No. 1 turned out at the regular meeting of Sept. 12 to welcome Bros. Charles Mason, business representative, and Assistant Business Manager from Kelly and Paul Smith of Local Union 1245 IBEW. Members of Local 1245 are entirely satisfied with their unit form of organization, with adequate service from the local's business representatives in all areas no matter how small. Bro. Mason informed Unit No. 1 members, Bro. Mason was on to request the organizational history of Local 1245 and their present negotiations with the company in regard to job demands, layoffs and pension plan. Local 1245 has always proved the fight for a better state compensation plan that is strongly opposed by the insurance lobbies.

Bro. Mason brings about 15 years of organizational experience into the fight for One Union on the System when he pledges full support and cooperation with Local 1324. Bro. Kelly has carried an IBEW card for 35 years and Bro. Smith has been in the organization for some time with a leave of absence for a hitch in the armed services during the war.

We are receiving our copy of the Weekly News Letter from the State Federation of Labor and we welcome the type of news and information it contains.

Bro. Charles Galycan of Richmond, Local 1324, was visiting. We are always more than pleased to see members from other units.

Bro. Hastings reported on the last meeting of the Central Labor Council and its fight to complete the organizing of the Clerks and Pharmacists.

Bro. Snyder, pinch-hitting for Bro. Mansfield, brought the latest date on the progress of organization in the units and status of the NLRB hearing in Washington.

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