UWUA BUNGLING MAKES ONE ORGANIZATION A CERTAINTY

The Try for a Company Handout Is a Failure

UWUA official actions during the past few weeks, taken together with the tone of its own publicity, indicates that the UWUA is today washed up as an effective union organization on PG&E properties and has itself finally gotten around to calling for the executioner’s axe to hasten an otherwise slow death from “do-nothing-itis,” “Con Ed-itis,” and other forms of creeping paralysis that began more than a year ago when UWUA top officials thought that they could run the union without the consent and good will of the members.

The call for the axe came in the form of official notice to the National Labor Relations Board, that in effect, means that the UWUA now wants an NLRB election.

And the sick UWUA now wants an election because PG&E, which last year signed a quickie contract with UWUA, has notified UWUA that it cannot do so this year. The Company says it might not be legal. (IBEW has a photostatic copy of the PG&E letter to UWUA on the subject).

To add to UWUA’s consternation the Company also said that if it WAS legal to negotiate with UWUA as UWUA had requested, it had some proposals of its own, 14 of them, it wanted to negotiate.

Most of them would have eliminated conditions which have been a part of the contract for several years. Included was a proposal to take union benefits away from several groups of PG&E employees now covered by the collective bargaining agreement.

Thus, the UWUA, which has gone blithely on for more than a year ignoring violations of the existing agreements, and which has steadfastly refused to do anything about settlement of grievances for the people it claims to represent, finds itself suddenly to be the victim of its own weaknked and undemocratic policies.

The Company pointed out that it may not be able to negotiate legally because the question of legal representation is in the hands of the NLRB. But if it does negotiate, it chooses to negotiate on its own proposals—in other words, on its own terms.

Because of the manner in which UWUA chose to open negotiations, it can either negotiate on Company terms or not at all. The UWUA had two ways of approaching negotiations. Under the existing contract it could either serve proper notice of intent to seek modification of the existing agreement, or it could serve notice, at the proper time, that it intended to cancel the existing agreement when it runs out on January 1.

If the latter choice had been taken that may have left the door open to Local 1324, IBEW, to negotiate on behalf of a majority of the Bay Division employees.

EASY WAY BACKFIRES

UWUA decided to use the safer “modification” approach, hoping that it could get up from the bargaining table with a Company handout—crumbs—that could be sold to the employees as “gains.” In this way they hoped to continue for another year the quickie contract they made one year ago.

Immediately after getting the Company’s unexpected answer to their requests for contract talks, the UWUA hustled a brief to the (Continued on Page 2)
Here's a Few Reasons Why UWUA Has Washed Itself Up

If the UWUA had been sincere in its desire to fight for the conditions it told its members it was fighting for, it would have notified the company that it meant to cancel the present contract.

Instead, it notified the company that it wanted to "modify" certain parts of the existing contract. The UWUA was afraid that if it canceled, IBEW and its majority in Bay Division would then be able to get the legal recognition from the NLRB which UWUA had always denied existed.

So, the rights of PG&E employees under the existing contract went begging, while conditions deteriorated from its unwillingness to enforce the contract, the UWUA, with its hat in hand, bought a new "quickie" contract that would carry some crumbs that could be thrown to the PG&E employees for propaganda purposes. UWUA didn't even get the crumbs.

The UWUA arrived at its present unhealthy state because it has consistently flaunted the wishes of PG&E employees:

1. Its top officials took negotiations out of the hands of an employee-chosen committee one year and then without consulting the majority of the employees affected made a contract for them without their approval.

2. It dissipated the money of its members in a fight to deny its former members, comprising a majority of Bay Division workers, a hearing before the NLRB.

3. When that hearing was granted, it sought to stifle those hearings and make them last as long as possible in the hope that it could in the meantime force the members it had lost back into its ranks.

4. It wasted the time of its members in a fruitless fight to force non-members to contribute to it through the dues-check-off system. Though it lost that fight, it now is spending more such money trying to get its hands on dues money ordered into escrow by court order. It could better win the confidence of the PG&E employees by using its resources in the interest of improving conditions and getting grievances settled.

5. Despite the fact that it has dissipated its financial resources in selfish matters that will benefit the PG&E employee not at all but will benefit the UWUA national treasury, (for ConEd workers) quite a bit; despite the fact that IBEW made an issue in this campaign out of UWUA non-service to employees covered by contract, UWUA has not seen fit to put paid representatives to work servicing the employees or enforcing the contract.

6. If UWUA was financially unable to enforce the contract it could at least let the employees decide how they wanted the election settled by agreeing to a consent election. They refused a consent election, however, and sought to stall off a NLRB decision on such an election by exposure of the by-elections of the Utility Facts brought on a vicious attack on loyal PG&E members who were members of IBEW Local 1324.

8. Such attacks only further discredited the UWUA. There were many irresponsible stories, written without the benefit of prior research or to any reference to the true facts. While the IBEW stories were exposed they further discredited the UWUA and served to emphasize that organization did not have the interest of the PG&E employee at heart.

9. Contributing to the UWUA demise has been its dishonesty about which PG&E employees have continued to support it. It has persisted in maintaining the farce it has eight UWUA locals on the Bay Division properties, it has kept the UWUA joint council alive, yet nearly every PG&E employee knows that for the most part its delegates come from ghost locals that no longer exist except on paper, PG&E employees long since having refused to support them or their puppet officers.

Try for Company Handout Fails

(Continued from Page One)

The amendment then goes on to state that UWUA withdraws its basic objection to IBEW's right to an election, namely that IBEW's petition for an election was not "timely filed," timely filed in legal parlance meaning whether or not UWUA's quickie contract with the Company constituted a bar to an election.

Last week Utility Facts reported that the UWUA is on its last legs financially. Treasurer Pachler recently came out from the N. Y. Consolidated Edison stronghold to consult with UWUA officials on the drain the campaign is making on national finances. Apparently he came to see for himself whether or not further investment in the UWUA campaign is worthwhile. One result of his visit was to set the wheels of law in motion in an effort to recover some of the check-off dues money tied up in escrow by Superior Court order.

Another result of his visit was the testing in of the sponge on the UWUA's "Me, Too!" campaign once was that there would never be an election.

Now the UWUA "wants" one. Mr. Sheddick said so to the delegates present at the last session of the Utility Workers Joint Council (See story elsewhere on this.)

The UWUA could have avoided sussing the money of the UWUA membership on the present campaign if it had accepted the original effort of the IBEW to qualify its petition to the NLRB for an election. It could have avoided further expense to the members by accepting the offer of the IBEW, made several times during the campaign, for a consent election.

There seems to be no way to stop an election being held for PG&E employees; therefore, the UWUA is all for it.

Now that UWUA is for the election, we invite their leadership and membership, once more, to meet with us jointly in open meetings where the issues can be debated. What better way, if UWUA has the answers for PG&E employees' problems, to lay it on the line and get their support, than by this method?

Joint Meeting of Locals 1324 and 1245 Dec. 6th

There will be a joint meeting of Local Union No. 1324 and 1245 to be held Tuesday, December 6, at 8 p.m. in Progress Hall, Building Trades Temple, 14th and Guerrero Street, San Francisco.

Members of both Locals are invited to attend the session, as matters of interest to all is on the evening's program.
UWUA Meeting
Talks About Money

With non-settlement of grievances, non-enforcement of the contract, and the necessity for PG&E employees to choose soon between One Organization—the IBEW or the Consolidated Edison type of unionism on the system the issues which PG&E employees are interested in right now with an election eminently near, UWUA members met in San Francisco November 8— and talked about getting more money out of the PG&E employer!

Money, Money, Money!
The loan of $750 from UWUA Local Treasurer Pachler was discussed. The money is a loan against the dues from the checkoff now held in escrow by Superiors County. There have been many more.

In the event the UWUA should surprise everybody including themselves and win the NLRB election, the UWUA Locals will be broke for months while they pay off the mother union.

It is admitted that organizing costs money, especially when you are financing a deteriorating position such as the UWUA's. However, the mother unions are supposed to help their offspring when they need it. UWUA Locals should not pay what the per capita tax of the mother unions is for.

Local 1324, despite the fact that it has been operating without the benefit of a contract, has nevertheless been receiving voluntarily a sizeable sum from its members in dues. In addition, the IBEW has put in plenty of money to support its administration. That money was given, however, and not loaned.

When the election is over, if the IBEW emerges as the rightful bargaining representative of the PG&E employees in the Bay divisions, there will be no debt hanging over their heads.

Chemical analysis may solve the problem of the age of ancient bones.

The "terp" system of the Holland area—terps referring to heights or mounds called terpen which people built with their own hands to provide safety during the highest flood waters from the ocean.
San Francisco Unit No. 3 Executive Board Meeting

Unit 3's executive board met at IBEW, 85 So. Van Ness, where Representatives Drew and Snyder gave reports bringing the board up to date on matters under campaign. Repeated was the importance laid to the necessity of a large union vote in the coming election. Also stressed was the lost motion and time that the UWUA and all concerned could have saved had UWUA top brass wanted and not blocked as they did consistently a consent election. As far as is known, this course was never presented to the rank and file UWUA for consideration. Of course, they can be expected to give out with condolences for the long delay and the disproved thought that they wanted an election all along. Also, had they desired an election, the possible attempted exclusion of 51 classifications no doubt would not have entered into the picture.

It is certainly to be expected that after thorough study of the record of the case by the NLRB a decision for an election be judged as most vital for all concerned.

Publicity Committee Unit 3.

GAS MEN LIKE IBEW

ADVANTAGES

In a past issue of Utility Facts (June 15), a table was published based on "The Directory of Electric and Gas Utilities in the United States", a publication of the Federal Power Commission. It listed 80 utility firms which are under contract to the IBEW, and gave the number of gas department employees of each company who were also represented by the IBEW.

There were 15,677 such employees so represented.

There must be reason for so many gas men to choose IBEW for their collective bargaining representative. Put that figure against the total membership of the UWUA which is in the neighborhood of 46,000.

Forty thousand UWUA members in all types of utility work against 15,677 IBEW gas men. IBEW has more than a third as many gas men in its ranks as UWUA has total members.

One reason Gas Department men chose the IBEW is because through IBEW affiliation they find a wider field of job opportunities open to them in other utilities.

They find IBEW wage patterns much higher than those established for similar work in the few places where the UWUA negotiates for them. They find that many of their problems are identical to the problems of fellow workers in other departments and can be handled advantageously.

The experience gained by nationwide representation of gas men is put at their disposal by IBEW and has resulted in specific contract provisions covering their type of work.

In far-flung utility systems where their total membership may be spread pretty thin among the other system workers they find that they get individual attention and service from paid representatives that would not be possible through representation by any other union.

Full participation in IBEW life insurance and pension plans is possible. In fact any advantage that accures to any other IBEW member is open to them also.

To Members of Health And Welfare Plan:

The Permanente Health Plan Office has advised us that an improved plan which provides new and very desirable benefits are now available for all members.

Some of the added benefits are as follows:

(1) Up to $250.00 for emergency care for accidental injury incurred outside the Service Area.
(2) Indefinite services of physicians and surgeons (hereafter such services were limited to one year).
(3) For L members, 28 days of hospital care at half rates in addition to the 30 days now provided.
(4) Reduction of charge for treatment of preexisting conditions to half rates.

For all these benefits, a charge of ten cents per month for each of the first three persons in a family is being made. Please note the monthly membership fees which are as follows:

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<tr>
<td>Subscriber only</td>
<td>$3.00</td>
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<tr>
<td>Subscriber and one family dependent</td>
<td>4.85</td>
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<tr>
<td>Subscriber and two or more family dependents</td>
<td>5.65</td>
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All persons joining the Plan for an effective date of November 1, 1949, and thereafter, will be accepted only in the New Plan. Present members are encouraged to study the new benefits with the thought of electing to participate in them. In the event you are interested in participating in the new benefits you may do so starting with your January 1950 payment.

ADVANTAGES OF ONE ORGANIZATION

Not only would one organization increase the bargaining power of PG&E employees, but it would benefit them in numerous other ways.

TRANSFERS

One organization would increase the security of individuals near the bottom of the seniority ladder in the Bay Divisions by opening up job opportunities throughout the system through job transfer privileges. The PG&E is a far-flung operational set-up covering more area than any other U.S. utility. When it is laying off people in one area, it is often hiring them in another.

One organization—the IBEW—would also bring uniform work conditions in all sectors of the system, thus making it easier for employees who are shifted around the system to conform to working rules, and process grievances. Under the UWUA there can be as many interpretations of the contract as there are UWUA locals on the system.

One organization would bring the union closer to the employee through the unit system, with individual service to all members from paid field representatives.

NO CONFLICT

With one organization, all paid officials could spend all of their time in the interest of the membership without getting bogged down in obstacles thrown their way by the opposing union.

These paid representatives could devote their full energies to the sort of progressive-conservative unionism that is a trademark of IBEW representation. Such unionism means increased benefits for employees.

There are no new forms to be completed by present members, only the indication that you are interested in the additional amount in your January payment.

Please make all payments (checks or money orders) payable to Health and Welfare Fund, L. U. No. 1324, IBEW.

Fraternally yours,

EDWIN B. WHITE, Fin. Secy.
Local Union No. 1324, IBEW

Know the Facts!

Here's WHERE and WHEN TO ATTEND MEETINGS

1324 EXECUTIVE BOARD — 3rd Friday of each month, 8:00 p.m., 85 So. Van Ness, San Francisco.

UNIT No. 1—MARTINEZ
2nd and 4th Monday of each month, 100F Hall, 829 Ferry St., Martinez, at 7:45 p.m.

UNIT No. 2—REDWOOD & SAN MATEO
2nd and 4th Monday of each month, Community Hall, Belmont, 8 p.m.

UNIT No. 3—SAN FRANCISCO
1st and 3rd Tuesday of each month (day workers), Building Trades Temple, AFL—Progress Hall, 14th and Guerrero Sts., 8 p.m.

UNIT No. 4—SAN GABRIEL
2nd Monday of each month, Labor Temple, Santa Rosa, 8 p.m.

UNIT No. 5—UKIAH
2nd Thursday, 8 p.m., 257-5th Street, Richmond.

UNIT No. 7—OAKLAND
1st Wednesday, 8 p.m., 1918 Grove Street, Oakland.

The PG&E system will end for all time the possibility of compromise on any issues that will not rob the employee of his legitimate and rightful needs or his hard-won job conditions and security.

One organization will also bring to the PG&E employees for the first time the advantages of coast-wide coordination of the aspirations of coast electric utilities employees. For one organization on the PG&E system will end for all time influence on the West Coast of that New York Giant, the Consolidated Edison Company and the UWUA.

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