President Tracy Signs Agreement

To preserve and save labor unionism at Pacific Gas & Electric Company against any possible attack, to protect the victory of International Brotherhood of Electrical Workers at the National Labor Relations Board, and to shield present union contracts on PG&E from possible breach, IBEW entered into a stipulation with PG&E and UWUA which insures it against these possibilities.

Between the date of the election at PG&E and the final determination by the National Labor Relations Board of the results of the election, when the Board will certify the collective bargaining agency with which PG&E should deal, the company can refuse to recognize any union at all on the system. Indeed, the Board has ruled that, without an agreement among all the concerned parties, the company should not recognize any union. The interval between the election itself and the time when its results are officially declared sometimes consumes many months. If an election is challenged on the ground that it was improperly conducted, the Board must make an investigation of the charges. Thereafter it must decide whether the election was valid. During this period, a company which aims to break down unionism entirely could simply refuse to deal with any union. No grievances could be processed, no wage scale enforced, and the whole structure of collective bargaining could topple.

IBEW did not want to imperil collective bargaining on the PG&E system. Too much effort and time have been devoted to the building of that structure to endanger it even for a period of months. IB EW counsel, therefore, suggested to PG&E that an agreement or stipulation be worked out by which all parties would agree that collective bargaining should continue during the period of the election and the determination of the election results.

IBEW had a second purpose in seeking the stipulation. It not only wanted to save unionism on PG&E; it wanted, likewise, to save its anticipated victory at the polls. IBEW has a basis for challenging on the system which the company has recognized and will continue to observe. Yet that very fact could have exposed the election process to attack. It might be claimed by an opponent union that the enforcement of this contract, constituting an unfair labor practice, furnished a reason to set aside the election. The losing union would claim that IBEW won votes by the enforcement of the contract. The Board might agree and, in that event, the election would be declared void.

Convinced of the certainty of its victory at the polls, IBEW sought to make sure that this election would be final. It plugged up possible loopholes, by which a loser could call it off. The stipulation provides that none of the parties will assert in any objection, charge, or proceedings that the continuation of said contracts, or any of them, pursuant to this stipulation, would be a reason for challenging, or setting aside the results of any election held pursuant to the decision of the National Labor Relations Board.

Because it is sure that the workers of the system will vote for one union on the system, IB EW has made certain that this election will be a final and determinative one, protected against the loser's cry that "it wasn't fair". Victory shall be made secure.

Finally, IBEW sought to make existence of statutes on PG&E workable at least for the few months until a bargaining agency is chosen. After the choice, the stipulation ends. Then the company is bound by law, as well as by oral stipulation, that it will not run into an employer who refuses to bargain. An employer who took such a position could delay effective unionism and force IBEW to the courts. The stipulation avoids that untoward possibility.

It is provided, of course, in the stipulation that it does not affect the law suits involving the dues check-off. The stipulation cannot be used in court. The company will continue to collect the dues but not to pay them over to UWUA until a final determination of this matter can be obtained.

The underlying purpose of IBEW in bringing about the execution of this stipulation was to keep conditions stable and to avoid bringing chaos for the next few months. In other industries, such as the canning industry of California, break-down in collective bargaining between the date of election and the date of certification did the workers no good. For a short period, at least, we can prevent such disorganization here.

The stipulation was worked out by IBEW representatives in joint consultation with President Dan Tracy of IBEW in Washington, D.C., on December 8th and 9th, 1949. International Vice President Oscar Harbaek, International Representative Merritt Snyder and

Overflow Joint Frisco Meet Hears Mason

Business Manager Mason of IBEW Local 1245, speaking on behalf of the 1245 Executive Board, told an overflow meeting of San Francisco PG&E employees that any or all of Local 1245's 25 full-time field workers were available for organizational work in the four Bay divisions, but for One Organization, they would be final and determinative one, protected against the loser's cry that "it wasn't fair". Victory shall be made secure.

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IBEW Benefits--

HERE'S WHAT THE BROTHERHOOD OFFERS MEMBERS FOR SECURITY

During the year long wait for a decision from the NLRB on the election, the PG&E employee has heard much about the benefits of One Organization on the System.

Regardless of which union a man might have been inclined toward during that year if he believed in unionism he was bound to see the merit of having one able and honest organization to bargain at contract time rather than two distinctly different and opposed organizations.

When the NLRB ordered the election held on a system-wide basis—which the UWUA had consistently and violently opposed—the IBEW fight for One Organization was won. One Organization on the System is now assured.

The question is now which organization that will be, the UWUA or the IBEW. Only the PG&E employee can determine that when he goes to the NLRB polls to cast his ballot.

The IBEW earnestly hopes and firmly believes that the PG&E employees will make it the One Organization. To bolster that conviction and make it possible for the employee to understand just what kind of a union the IBEW is the following information on some of the many IBEW benefits is submitted:

"DEATH BENEFITS"

Since the inception of this plan in 1922 over $16,000,000 in death benefits have been paid to the beneficiaries of IBEW members. It now pays out approximately $126,000 per month for such benefits or $1,512,000 per year.

Every "A" member at a cost of $1.20 per month derived from his or her $4.00 per month dues, and in continuous good standing for one year or more but less than two years preceding his or her death, shall have a death benefit of $300 paid to his or her designated beneficiary.

Thereafter the benefit increases in proportion to the number of years the member has subscribed to the plan as follows:

Two years or more but less than three years, $475; three years or more but less than four years, $650; four years or more but less than five years, $825; and five years or more, $1,000.

An example of the plan's value on a short term basis is this typical case taken from the EWBA files: A member who had subscribed to the plan for five years or 60 months in the amount of $72 at the rate of $1.20 per month, whereupon he passed away. His (or her) beneficiaries received $1000 representing a net monetary savings of $528.

Any one can prove by some quick simple arithmetic that it would take nearly 70 years of payments at $1.20 per month to pay in the full amount of the $1000 benefit. Of course, there is no catch to the magic of these benefits. They are possible because of the interest earned by the huge reserve the IBEW has set aside to support the plan, and because of actuarial facts which are a constant factor, plus unusually low administration and fee collection costs.

IBEW PENSION PLAN

The IBEW set up its Pension Plan in 1929. It provided a monthly pension to members reaching the age of 65, who have been in good standing in the organization for 20 years.

The belief that brotherhood and benefits are inseparable has prevailed throughout the life of the IBEW.

When a member of the union, in continuous good standing for 20 years, has reached the age of 65, his local union may make application in his behalf for his retirement. When his application is acted upon favorably, he is placed on the pension rolls. Thence forward he receives a cash pension from the pension fund of the brotherhood of $50 per month. In addition, each month the International Secretary transfers $2.50 for the payment of the member's per capita to maintain his continuous standing for all benefits provided by the constitution.

The value of continuous membership in a well-managed organization like the International Brotherhood of Electrical Workers is at once apparent. There are several reasons why the union is able to effect such a substantial savings to the individual member in extending the death and pension benefits.

It is cooperative and non-profit undertaking. There are no stockholders or policy holders or dividends to be paid; there are no large salaries for executives to meet. The benefits are administered by officials.
UWUA Gets Boost from Its Second Cousin, UBTW, Which Was Born Under the Same Cloud as UWUA

Following is a saga in unionism which disgusts every honest unionist, but those FG&E workers who study it will be thankful that such organizations as we are about to discuss do exist, there is at least a free press available to publicize their activities.

Any writer who has ever read about the labor relations of the giant corporations in America knows the story about the labor relations of the Bell System, the greatest utility corporation of them all.

RELATIONS

Those labor relations, in the days before Labor’s magna charts, the Wagner Act, had been developed, through many devices, to an exact science. In the Bell System, the employees the most underpaid and beleaguered and conditionless employe of any major, modern corporation.

At the expense of its employees, the Bell System parent, American Telephone and Telegraph Company, managed, year after year, to maintain its position as the blue chip of all blue chip corporations.

Through the creation of a host of independent unions which it managed to control in one way or another, the AT&T clung to its blue chip position in the corporation world even after the Wagner Act.

IRON RULE

Many of those independent unions were eventually welded into one large independent union of communications workers (CWA) under the presidency of Joseph Bierne. For several years he ran the CWA with an iron hand that struck hard at every local effort to better wages, hours, and conditions in the industry.

CWA and the AT&T worked closely together to keep the communications workers tied to Bierne. However, opposition to his policies brought the first sign of an approaching fire during the war, when the CWA workers, tired of Bierne oppression, threatened to break the bonds of his company union with various regional strikes to better their conditions.

CRUMBS

He hastily arranged for wage raises of a few cents an hour and the fire was subdued for the time being. But under the surface it continued to smolder, for, by the standards in other public utilities, no real gains had been made.

The fire finally broke out again in 1947 when dissatisfaction with the Bierne regime reached its peak in a nation-wide strike which this time Bierne was unable to prevent. Without any coordinated support from Bierne, the strike was unsuccessful.

From that time on the CWA began to fall apart.

Some of the Bell System unions, most independent, others with the same sort of odious record for collaboration with management as the Bierne unions. That leader sought a national charter of independent unions that clutter up the utilities field.

Membership in the CWA fell from a peak of 400,000 in 1947 to 156,477 in July, 1948.

"NO SOAP"

Bierne sought to take his remaining members into the IBEW. But it was impossible for IBEW to improve itself from under the Bierne influence. Bierne also sought to put a price tag on his defunct organization. He wanted IBEW vice-presidency. He was informed that IBEW vice-presidents are elected by IBEW members.

So Bierne took the remains of his company union into CIO, an organization that he had many times disparaged publicly.

Just how he managed to get the deal was not fully understood for CIO unions had previously been operating under the same sort of odious record for collaboration with management as the Bierne unions.

Crushing fire during the war, however, Bierne's situation was serious. To prevent an avalanche, Bierne set up the election machinery, designated the vote to "double down" on his defunct organization. He wanted IBEW vice-presidency. In the face of this threat, IBEW members voted for non-union and for a union independent of Bierne's influence.

"NO PROGRESS—WHY?"

Bierne's union has not done too well in the CIO, Telephone systems all over the nation have been setting up independent unions or seeking sanctuary in the IBEW. The IBEW has been conducting no active campaign for those workers located where there is real IBEW strength, and has not taken them in and given them the same sort of protection and service that it gives to utilities workers everywhere.

Neither has the UWUA done too well in the CIO under its Brotherhood of Consolidated Edison mentor, Mr. Fisher. It has lost every major utilities campaign that it entered against the IBEW. The most recent were Westinghouse in New Jersey, and Duquesne Power and Light in Pittsburgh.

In fact there is reason to believe that the CIO, which is in the throes of a great internecine fight, may discard its UWUA ugly duckling because of its poor showing on the national organizational front and what’s left of its jurisdiction, and some of the many CIO unions in the electrical field. For most of those CIO unions, including Bierne’s, are sadly in need of more membership to maintain their dwindling national status.

The union situation in and around Petaluma was transformed last week (Tuesday) when a law allowed the referendum to be held.

It becomes the eighth unit in the fast growing Local 1324 family. Selected as temporary officers of the unit were Harry Sturges, who chaired the meeting; and Richard B. Irvine, secretary. Other temporary officers will be elected at a meeting to be held sometime this week depending on availability of meeting places.

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A LESSON IN COMPANY UNIONISM

By UNIT NO. 1 PUBLICITY COMMITTEE

The UWUA has proven by official statements and deeds that its objectives are so closely aligned with those of the employers that UWUA is, in fact, a part of management. Utility Facts has proven, over a period of many months, that on questions of policy UWUA stands with management even against the express policies of the CIO.

Now UWUA proves again that it stands with management against the individual employee, for example of collaboration with the employers is vividly exposed by the following facts:

On June 8, 1948, Don Hardie, grievance representative for the now defunct Local 169, filed a grievance in behalf of E. R. Bodenschatz, instrument man at the Oleum steam plant, wherein Bodenschatz was discriminated against in his bid for promotion. The case was discussed and held open to attempt a fair settlement.

On Nov. 24, 1948, Bro. Hardie attended the regular grievance meeting. On that date UWUA adjoined the meeting in protest to Bro. Hardie's attendance and the case of Bro. Bodenschatz became the responsibility of Wm. Agers, who was appointed by UWUA to be the "administrator" of defunct Local 169.

Agers was in possession of the pertinent facts and held the case open, according to the committee minutes.

On May 26, Bro. Larry Drew, IBEW international representative, and Bro. Gene Hastings of Oleum Steam appeared at the grievance meeting in Oakland to submit a serious grievance on the infamous "disciplinary layoffs" of Bros. Hastings, in which he was grossly discriminated against and punished by management for an accident which had occurred at Oleum.

More serious accidents have occurred before and an almost identical one as well. No such drastic punishment was ever meted out to an employee in this area before or since. Bro. Hastings was a victim of reprisal for his union activity in behalf of IBEW.

Bro. Drew stated that the actual accident occurred in working conditions which were grossly unsanitary, with the company's negligence and management's indifference being the cause of the accident. The accident had occurred at Oleum and was promptly reported.

More serious accidents have occurred before and an almost identical one as well. No such drastic punishment was ever meted out to an employee in this area before or since. Bro. Hastings was a victim of reprisal for his union activity in behalf of IBEW.

On Oct. 27, 1949, in the East Bay Division Grievance Committee meeting, Mr. Agers stated that "because of lack of cooperation on the part of the employees concerned, the two grievances listed above should be dropped!"

We have here the spectacle of an alleged working man's representative jointly accusing two honest employees of lack of cooperation. Certainly no other operation than the facts is necessary to process a grievance. Agers had sufficient facts to file a grievance on Hastings, as well as sufficient material on Bodenschatz.

If Bros. Hastings and Bodenschatz are guilty of lack of cooperation with a UWUA company union program and Agers is guilty of lack of cooperation with management, let him come out and say so.

The record shows that since Bros. Hardie served on the East Bay Grievance Committee, no other formal grievances have been submitted by UWUA, Hastings case excepted. One year of cooperation with management which has resulted in the continued functioning of the bargaining unit. Hastings case were among the first to make offers to UWUA employees under the UWUA contract. They were promptly obliged, and Thursday night the response was so enthusiastic that a new IBEW unit was set up there. (See story elsewhere in this issue.)

Also on Thursday night, the Richmond unit met with a record turnout and hand to hand to hear the latest news about IBEW progress toward putting One Organization on the System.

GOOD NEWS

The news from the few areas where UWUA has had active locals was also good. IBEW membership applications have been coming in from these districts. UWUA's top officials would be surprised if they knew just who some of these applications have come from. Other IBEW locals will undoubtedly be established in the Bay Area before the campaign is much older.

Local 1324 and IBEW officials emphasized that reports from the eight Bay units indicated that terrific organizational growth is the rule all down the line.

In analyzing these reports, they were encouraged to believe that the new slogan, "A Great IBEW Vote for a GOOD 1950 Contract," is going to be realized.

QUESTIONS and ANSWERS

What Autonomy Does a Local IBEW Union Enjoy Under the IBEW Constitution?

Local unions have autonomy over any matters that pertain to them and them alone, but where it is a matter pertaining to them and affecting any other local or locals the matters would have to be taken up through the regular democratic process to the International Office.

How Are the Finances of IBEW Unit Locals Handled?

All unit local receipts are deposited in and all disbursements for expenses are paid out of the local union treasury.