

The Struggle for Rights at Work: The United Electrical Workers, Contract  
Enforcement, and the Limits of Grievance Arbitration at Canadian General Electric and  
Westinghouse Canada, 1940s to 1960s

Jeffery Taylor

Athabasca University

Paper presented to the Canadian Historical Association Annual Meeting

Saskatoon, 2007

DRAFT

Do not quote without the author's permission

Trade unions and the labour movement exist primarily because of the quest for justice that workers bring to their workplaces. Revolutionary syndicalists may seek that justice through the seizure of the means of production and the creation of a cooperative commonwealth, while conservative craft unionists may attempt to control the market for their particular skill, but they are all motivated by a sense of what is just behaviour with respect to the use of their labour. Current industrial relations systems across the globe represent the various class compromises that workers and capitalists have made in their respective state formations regarding the degree of justice and fairness that will be allowed in factories, offices, and other places where labour is sold for wages and salaries.<sup>1</sup>

A Canadian worker's quest for justice is influenced greatly by whether or not she is represented by a union. If she is not, the relevant federal or provincial employment standards legislation provides a minimal floor of protection with respect to issues such as hours of work, overtime and vacation. If she is represented by a union, however, she will be protected by a collective agreement specifying terms and conditions of employment providing her with more substantial benefits and protections than she would enjoy under employment standards statutes. Indeed, depending on the militancy of her union and the negotiating skills of her leadership, the collective agreement may offer her protections and benefits that are substantially superior to those enjoyed by non-union workers in the same jurisdiction. Equally important, the unionized worker has access to a grievance and arbitration system through which she can assert her collective agreement rights. The internal grievance procedure allows her and her union representatives to make her case to successively higher levels of management and, if unsuccessful, to take the matter to third-party arbitration.<sup>2</sup>

---

<sup>1</sup> See Charles F. Sabel, *Work and Politics: the division of labour in industry*. London: Cambridge University Press, chapter 1 for workers' notions of justice. Roy Adams, *Industrial Relations Under Liberal Democracy: North America in Comparative Perspective*. Columbia: University of South Carolina Press, 1995 places the Canadian and United States industrial relations systems in a global context.

<sup>2</sup> A recent survey of the Canadian industrial relations and employment standards systems is Mark Thompson, Joseph B. Rose, and Anthony E. Smith, *Beyond the Industrial Divide: Regional Dimensions of Industrial Relations*. Montreal and Kingston: McGill-Queen's University Press, 2003. An older critical assessment of the Canadian regimes is Daniel Drache and Harry Glasbeek, *The Changing Workplace: Reshaping Canada's Industrial Relations System*. Toronto: Lorimer, 1992.

The strength of the current Canadian system is that it does provide a measure of procedural and substantive fairness for unionized workers. In the areas of discipline and discharge, seniority and layoff, and wages, for example, which are the central elements of most collective agreements, a substantial body of arbitral jurisprudence has developed over the past sixty years to ensure that employers act in a fair and reasonable manner in exercising their managerial responsibilities. This strength is offset by a number of significant weaknesses, however. First, the early promise of grievance arbitration was that specialized administrative tribunals would provide a quick and relatively inexpensive route to workplace justice. It is not uncommon to have to wait six months to a year for an arbitration hearing and an additional number of months for a judgment. Furthermore, the process has been judicialized to the point where legal counsel are often employed by both sides to make their case to an arbitrator who normally has legal training as well. Second, while worker rights have been enhanced in a limited number of areas, managerial prerogative have been more firmly entrenched in the more fundamental areas of management “residual rights,” contracting out, and the generally recognized “right” of employers to manage their enterprises as they see fit. Third, and most importantly, strikes are illegal during the term of a collective agreement as a method of contract enforcement, seriously limiting the assertion of worker power. This means that union stewards and other activists tend to be preoccupied with representing members in the grievance procedure and participating in the preparation of legal briefs for arbitration rather than in broader mobilization strategies to enforce contracts and push them forward.<sup>3</sup>

---

<sup>3</sup> There is an extensive liberal legal and industrial relations literature in which the dominant themes are an acceptance of labour arbitration and the system of which it is a part, a sense that grievance and arbitration procedures provide individual workers with significant legal remedies, and a view that the rule of law prevails in unionized workplaces. Early scholars in this liberal tradition charted and celebrated the new collective bargaining system as a whole, with no specific focus on grievance arbitration. See, for example, Jacob Finkelman, “Trends in Employer-Employee Relations—Collective Bargaining in Canada,” Conference on Industrial Relations, *Industrial Relations* (Kingston, 1938); Bora Laskin, “Collective Bargaining in Ontario: A New Legislative Approach,” *Canadian Bar Review* 21 (November 1943); A.C. Crysler, *Labour Relations and Precedents in Canada*. Toronto: Carswell, 1949; and H.A. Logan, *State Intervention and Assistance in Collective Bargaining: The Canadian Experience, 1943-1954*. Toronto: University of Toronto Press, 1956. By the early 1960s, however, the first book specifically on labour arbitration appeared in the form of A.W.R. Carrothers, *Labour Arbitration in Canada*. Toronto: Butterworths, 1961. Paul Weiler’s background study for the Woods Task Force on Labour Relations (*Labour Arbitration and Industrial Change*, Study No. 6, Task Force on Labour Relations. Ottawa: Privy Council Office, 1969) marked the beginning of a period in which labour arbitration became a recognized

Trade unionists often express frustration with the grievance arbitration system, but this tends to be limited to criticisms of the pro-employer records of most arbitrators, the legalistic nature of the process, and the costs and delays involved in getting a judgment.<sup>4</sup> There is little discussion or debate about the denial of the right to strike, which is the central feature of the system. Trade union leaders justifiably criticize legislated limits on the right to strike at contract renewal, but there is a general silence with respect to the ban on mid-term strikes. Nor is there much discussion about approaches to contract enforcement that situate legal strategies in broader political strategies to use worker power effectively, including the withdrawal of labour. It is as if

---

and established area of legal studies and industrial relations. Various articles, books and reports were published from the late 1960s to the present in which grievance and arbitration procedures were interrogated and trends in arbitral jurisprudence were analyzed. See, for example, David M. Beatty, "The Role of the Arbitrator: A Liberal Version," *University of Toronto Law Journal* 19 (1969); Earl Edward Palmer, *Collective Agreement Arbitration in Canada*. Toronto: Butterworths, 1977; M.A. Hickling, ed., *Labour Arbitration: A Review of Current Issues*. Vancouver: Institute of Industrial Relations, University of British Columbia, 1977; George Adams, *Grievance Arbitration of Discharge Cases*. Kingston: Queen's University Industrial Relations Centre, Research and Current Issues Series No. 38, 1978; Joseph M. Weiler, "Grievance Arbitration: The New Wave," in J. Weiler and P. Gall, eds., *The Labour Code in British Columbia in the 1980s*. Toronto: Carswell, 1984; Brian Etherington, "Arbitration, Labour Boards and the Courts in the 1980s: Romance Meets Realism," *Canadian Bar Review* 68 (1989); Beth Bilson, "Calling Them as You See Them: Sources of Legitimacy in Labour Arbitration," *Canadian Labour and Employment Law Journal* 2 (1994); and Harry Arthurs, "The New Economy and the New Legality: Industrial Citizenship and the Future of Labour Arbitration," *Canadian Labour and Employment Law Journal* 7 (1) (1999). In addition, the *Labour Arbitration Yearbook* has appeared since 1991 as a forum for arbitrators and members of the labour and employment law bar who are part of the broad liberal consensus.

Radical critics of this liberal tradition argue that grievance arbitration is really part of a new workplace hegemony in which collective grievances are individualized, the crucial components of managerial power are sustained, and union leaders and stewards become complicit in disciplining their own members. See, for example, John Stanton, *Labour Arbitrations: Boon or Bane for Unions?* Vancouver: Butterworths, 1983; Harry Glasbeek, "The Utility of Model Building—Collins' Capitalist Discipline and Corporatist Law," *Industrial Law Journal* 13 (1984); Harry Glasbeek, "Voluntarism, Liberalism, and Grievance Arbitration: Holy Grail, Romance and Real Life," in G. England, ed., *Government and Labour Relations: The Death of Voluntarism*. Toronto: CCH, 1986; Larry Haiven, "Hegemony and the Workplace: The Role of Arbitration," in Larry Haiven, Stephen McBride and John Shields, eds., *Regulating Labour: The State, Neo-Conservatism and Industrial Relations*. Winnipeg/Toronto: The Society for Socialist Studies/Garamond Press, 1990; Larry Haiven, "Past Practice and Custom and Practice: 'Adjustment' and Industrial Conflict in North America and the United Kingdom," *Comparative Labour Law Journal* 12 (1991); Larry Haiven, "PC 1003 and the (Non)Right to Strike: A Sorry Legacy," in Cy Gonick, Paul Phillips and Jesse Vorst, eds., *Labour Gains, Labour Pains: 50 Years of PC 1003*. Winnipeg/Halifax: Society for Socialist Studies/Fernwood Publishing, 1995; and Larry Haiven, "Workplace Discipline in International Comparative Perspective," in Larry Haiven, P.K. Edwards, and Jacques Belanger, eds., *Workplace Industrial Relations and the Global Challenge*. Ithaca: ILR Press, 1994.

<sup>4</sup> The Alberta Federation of Labour, for example, has created a regularly updated database of Alberta arbitration decisions that provides information on arbitrators' track records, the length of time it takes for decisions to be rendered, which arbitrators are best on particular topics, and how often a type of case is decided in favour of workers. See <http://www.afl.org/publications-research/arbitration/default.cfm> (retrieved 28 April 2007).

that, more than half a century after P.C. 1003, the distinction between contract renewal and contract enforcement—and the limiting of the right to strike to specified circumstances during the former—has been accepted by the Canadian labour movement.

But if unions are to extend the frontiers of workplace justice, they must reflect critically on their experiences with grievance arbitration, including the ban on strikes, and consider the various mechanisms available to them to enforce and enhance rights at work. As a labour historian and a union activist faced with the deficiencies of this system, I am drawn to the past for strategic guidance. With current considerations as a guide, what follows is an investigation of how the United Electrical Workers (UE), a left-led union known for its militancy, defended workers' rights at Canadian General Electric (CGE) and Westinghouse in the new legal regime of the 1940s and 1950s. Specifically, I shall chart the North American origins of grievance arbitration systems, sketch the development of personnel policies in the electrical industry, survey the UE Canadian district's struggle to establish contractual relations and codify workplace rights at these two corporations, reconstruct the elements of UE's approach to contract enforcement, and analyze a number of mid-contract work stoppages at CGE and Westinghouse between 1946 and 1966 to determine the legal limits of worker power in this system.

### **The Origins of Grievance Arbitration**

Grievance and arbitration structures are an integral part of the North American model of industrial relations. The components of this system are well known to specialists. In the United States, the Wagner Act of 1935 established the principles of plant-based certification of bargaining agents, compulsory employer bargaining with duly certified bargaining agents, unfair labour practices, good-faith bargaining, grievance procedures to deal with alleged contract violations, and the right to strike for contract renewal and contract enforcement. American practitioners and scholars have variously described this system as workplace contractualism, industrial jurisprudence, industrial pluralism, and industrial democracy. The Canadian variant, which many labour historians call "industrial legality" and others have referred to as the "Wagner model," was codified in law in the federal wartime Privy Council order 1003 of 1944 and subsequently enshrined in the various post-war provincial labour relations statutes. It

contained the main features of the Wagner Act with two significant exceptions. Conciliation procedures during contract renewal, which had been a feature of Canada's industrial relations legislation since 1908, were incorporated and compulsory arbitration replaced the right to strike while a collective agreement was in force.<sup>5</sup>

On the face of it, and to twenty-first century eyes, the denial of the right to strike during the term of a collective agreement seems to be a draconian amendment to the Wagner model. In practice, though, many American collective agreements contained arbitration provisions by 1944. The needle trades and hosiery industries pioneered the use of grievance arbitration in the pre-Wagner period and the trend-setting auto industry

---

<sup>5</sup> Interesting critical perspectives on the American Wagner Act and the Wagner model include Karl Klare, "Judicial Deradicalization of the Wagner Act and the Origins of Modern Legal Consciousness, 1937-1941," *Minnesota Law Review* 62 (1978); Katherine Van Wezel Stone, "The Post-War Paradigm in American Labor Law," *The Yale Law Journal* 90(7) (June, 1981); and Christopher L. Tomlins, *The State and the Unions: Labor Relations, Law, and the Organized Labor Movement in America, 1880-1960*. Cambridge, Mass., 1985.

Canadian labour scholars have essentially two views on the origins of the modern industrial relations system during and immediately after the Second World War. One group sees the enactment of legally enforceable collective bargaining rights in federal and provincial labour legislation as a major achievement for Canadian workers and unions that provided them with a substantial new role in workplace governance. See, for example, Desmond Morton, *Working People: An Illustrated History of the Canadian Labour Movement*. 4<sup>th</sup> edition. Montreal and Kingston: McGill-Queen's University Press, 1998; Laurel Sefton McDowell, "The Formation of the Canadian Industrial Relations System During World War Two," *Labour/Le Travailleur* 3 (1978): 175-196; Laurel Sefton McDowell, *Renegade Lawyer: The Life of J.L. Cohen*. Toronto: Published for the Osgoode Society for Canadian Legal History by University of Toronto Press, 2001; and David Bercuson and David Bright, eds., *Canadian Labour History: Selected Readings*. 2<sup>nd</sup> edition. Toronto: Copp Clark Longman, 1994. Another group, while acknowledging that the legal right to bargain was a significant achievement, argues that the new regime of "industrial legality" that resulted from the "post-war compromise" between labour and capital had a conservative effect on unions and workplaces and that, as a result of their new legal responsibilities, union leaders became complicit with employers in policing their members. See, for example, Don Wells, "Holding the Line: autoworkers' resistance and the limits of class struggle," Ph.D. thesis, University of Toronto, 1985; Alvin Finkel "The Cold War, Alberta Labour, and the Social Credit Regime," *Labour/LeTravail* 21 (1988): 123-152; Bryan Palmer *Working-Class Experience: Rethinking the History of Canadian Labour, 1800-1991*. 2<sup>nd</sup> edition. Toronto: McClelland and Stewart, 1992; Craig Heron, *The Canadian Labour Movement: A Brief History*. 2<sup>nd</sup> edition. Toronto: James Lorimer and Company, 1996; and Peter McInnis, *Harnessing Labour Confrontation: Shaping the Post-war Settlement in Canada, 1943-1950*. Toronto: University of Toronto Press, 2002. Others, while generally agreeing with the latter group, have produced more specific studies on the gendered nature of compromise (Anne Forrest, "Securing the Male Breadwinner: A Feminist Interpretation of PC 1003," in Cy Gonick, Paul Phillips and Jesse Vorst, eds., *Labour Gains, Labour Pains: 50 Years of PC 1003*. Winnipeg/Halifax: Society for Socialist Studies/Fernwood Publishing, 1995), the developing complexity of collective agreements (Peter Warrian, "Labour is not a Commodity: A Study of the Rights of Labour in the Postwar Economy," Ph.D. thesis, University of Waterloo, 1981 and David W.T. Matheson, "The Canadian Working Class and Industrial Legality, 1939-1949," MA Thesis, Queen's University, 1989), and the industrial relations machinery (David Millar, "The Shapes of Power: The Ontario Labour Relations Board, 1944-1950" PhD thesis, York University, 1981).

followed this model as collective bargaining became established there in the late thirties and early forties.

A new model unionism emerged in the North American men's clothing industry by the 1920s and in hosiery shops by the 1930s. The Socialist union leadership in these industries confronted the problems of economic stability, shop-floor militancy and frequent mass strikes by reaching accommodations with employers that included "employer recognition of union strength and permanency, a union commitment to industrial self-discipline, including a program of wage rationalization and moderation, and the establishment of a quasi-judicial umpire system that would settle any outstanding disputes between the parties."<sup>6</sup> George Taylor, a University of Pennsylvania professor, was the hosiery industry's impartial umpire for many years. In that role he established many of the features of modern grievance arbitration, including dismissal for just cause, seniority in layoff and promotion, and the need for uninterrupted production (work now, grieve later).<sup>7</sup>

The experience in the needle trades and hosiery with grievance arbitration, and the work of Taylor and other arbitrators, were well known in American labour and industrial relations circles in the late thirties and early forties as heavy industry was unionized. Clinton Golden, a former Socialist and Amalgamated Clothing Worker organizer, for example, influenced Steelworker practice through his role as assistant to Steelworker Organizing Committee President Philip Murray.<sup>8</sup> But it was in the auto industry, and in General Motors in particular, where the model became most firmly established and refined.

While the United Autoworkers and General Motors signed their first contract in 1937, the union had only a precarious claim to workplace representation. The corporation kept foremen loyal to it and ensured that the union had only a limited presence on the shop floor by, for example, constraining the authority of shop stewards and insisting that employees sign their grievances before seeking union representation.

---

<sup>6</sup> Nelson Lichtenstein, "Great Expectations: the promise of industrial jurisprudence and its demise, 1930-1960," in Nelson Lichtenstein and Howell John Harris, eds., *Industrial Democracy in America: The Ambiguous Promise*. New York: Cambridge University Press, 1993, p. 117.

<sup>7</sup> Lichtenstein, "Great Expectations," p. 119.

<sup>8</sup> Lichtenstein, "Great Expectations," pp. 121-122.

At the same time, rank and file workers were staging numerous work stoppages to protest various management actions. By 1939 the union's position at GM was so tenuous that the CIO intervened to facilitate Walter Reuther's election as director of the UAW's GM department. Reuther established the union's presence in GM plants in the 1940 contract with the appointment of a permanent umpire to resolve disputes at the last stage of the grievance procedure. This binding arbitration provision gave Reuther the legal tool to protect the union leadership from the consequences of rank and file work stoppages and created the institutional foundation for a body of arbitral jurisprudence to govern relations in the workplace. It was the first such mechanism in heavy industry and served as a model for thousands of other contracts in a variety of sectors.<sup>9</sup>

While unfortunate, it is not surprising that the Canadian version of the Wagner model contained a provision for the binding arbitration of grievances. As just explained, this was an established part of industrial relations practice in the United States by 1944. Furthermore, grievance arbitration had been a feature of some Canadian collective agreements since at least 1920.<sup>10</sup> Needle trades workers, in particular, like their counterparts in the United States, were early adopters of this method of dispute resolution.<sup>11</sup>

What is more surprising is the labour movement's silence on this matter when federal labour legislation was being drafted in the early 1940s. The no-strike pledge determined the tepid response of those left-led unions and others that ascribed to it. And those unions with social democratic leaderships seemed thankful to be receiving a degree of legal legitimacy. J.L. Cohen, P.C. 1003's severest labour critic, noted this provision in the legislation but seemed to accept it reluctantly. Perhaps trade unionists felt they had more important issues to address in the proposals, such as threats of compulsory interest arbitration, the recognition of non-union employee associations, or legislative intervention in their internal affairs. The labour movement did favour the extension of

---

<sup>9</sup> Lichtenstein, "Great Expectations," pp. 122-133; David Brody, "Workplace Contractualism in Comparative Perspective," in Nelson Lichtenstein and Howell John Harris, eds., *Industrial Democracy in America: The Ambiguous Promise*. New York: Cambridge University Press, 1993, pp. 193-194.

<sup>10</sup> Judy Fudge and Eric Tucker, *Labour Before the Law: The Regulation of Workers' Collective Action in Canada, 1900-1948*. Toronto: Oxford University Press, 2001, p. 118.

<sup>11</sup> Mercedes Steedman, *Angels of the Workplace: Women and the Construction of Gender Relations in the Canadian Clothing Industry, 1890-1940*. Toronto: Oxford University Press, 1997, chapter 4.

compulsory grievance arbitration to any matter arising during the term of a collective agreement (in addition to matters specified in the agreement), but capital's representatives fiercely opposed this suggestion.<sup>12</sup>

In the industrial relations system established in the 1940s, then, workplace representation was channeled through bargaining agents certified by labour boards, employers were compelled to bargain with those agents, and strikes were prohibited except during precisely defined periods at contract renewal. The rules dictated that unionized workers used what economic strength they had to negotiate the best terms they could with employers; the enforcement of those terms were then left to the grievance and arbitration procedures. But the details of how the system would work in practice was determined by the overall balance of class forces, the nature of specific industries, union philosophy and leadership, employer actions, arbitrators, arbitral jurisprudence, and shop-floor cultures and traditions.

### **The Electrical Industry and the Development of Corporate Personnel Policies**

The North American electrical industry was a characteristic product of the Second Industrial Revolution. Products were developed in research laboratories rather than by craftspeople, capital requirements were substantial, and a few large corporations dominated. Professional managers rather than owner-operators ran the firms and these individuals were often the proponents of more liberal personnel policies than their colleagues in smaller enterprises because of their need to manage and retain a large workforce. That workforce, in turn, consisted of a large number of semi-skilled employees.<sup>13</sup>

---

<sup>12</sup> Fudge and Tucker, *Labour Before the Law*, pp. 265-280; McDowell, *Renegade Lawyer*, pp. 145-149; Library and Archives Canada [LAC], MG 30 A 94, *Jacob Lawrence Cohen fonds*, volume 36, file 3065, "Study of PC 1003—Correspondence, Articles, 1944," "Report of Special Committee on P.C. 1003 and P.C. 9384 to the Executive Council of the Canadian Congress of Labour," p. 8 and J.L. Cohen, "P.C. 1003 and an Effective Wartime Labour Policy," p. 5; McInnis, *Harnessing Labour Confrontation*, chapter 5. UE's no-strike policy is discussed and affirmed in LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 13, file 8, "Minutes, District 5 Council, Executive Board, and Staff meetings, (1) 1943," "Main Report by C.S. Jackson to the Quaterly District Council Meeting, 31 January 1943," p. 9-10.

<sup>13</sup> Richard Edwards, *Contested Terrain: The Transformation of the Workplace in the Twentieth Century*. New York: Basic Books, 1979; Alfred Chandler, *The Visible Hand: The Managerial Revolution in American Business*. Cambridge, Mass.: Harvard University Press, 1977; Sanford Jacoby, *Employing Bureaucracy: Managers, Unions, and the Transformation of Work in American Industry, 1900-1945*. Revised edition. Mahwah, N.J: Lawrence Erlbaum, 2004; David Montgomery, *The Fall of the House of*

The leading American firm was General Electric, formed in 1892 as a result of a merger of two companies. Westinghouse, formed in 1886, was the other dominant player in the industry. In 1896 the two companies established a patent pool stipulating the share of patents for each company, thereby dividing business in the industry between them. As a result an oligopoly was established in which only these two companies developed full product lines. All other companies were junior players.<sup>14</sup>

Canadian General Electric was established in 1892 and was under Canadian control from 1895 to 1923 before reverting to branch-plant status. CGE's main plant and headquarters were in Peterborough, with other major plants in Toronto. Westinghouse, meanwhile, commenced its Canadian operations in Hamilton in 1896. CGE, Westinghouse and Northern Electric of Montreal comprised the big three of the Canadian electrical industry in the twentieth century. Like GE and Westinghouse in the United States, these firms shared and exchanged patents, thereby dominating and controlling access to the market. With oligopoly and product standardization, the large firms provided price leadership, with smaller firms following the price changes initiated by the larger firms. Firms stressed service and performance rather than price to attract business. The absence of downward price pressure allowed a union to pursue an aggressive wage policy, but the domination of the industry by a few large companies allowed these firms to use their strength to exclude unions for many years.<sup>15</sup>

General Electric and Westinghouse managers in the United States were leading exponents of liberal corporatism. Responding to the working class militancy of the First World War period, these corporate leaders advocated interest-group representation and economic planning. Owen Young, chair of the GE Board of Directors, argued in 1922 that corporate management was a trustee for the entire institution rather than being solely responsible to investors. He believed that progressive management methods, including high wages and high productivity, could harmonize the interests of labour and capital.

---

*Labor: the workplace, the state, and American labor activism, 1865-1925.* New York: Cambridge University Press, 1987; Craig Heron, *Working in Steel: The Early Years in Canada, 1883-1935.* Toronto: McClelland and Stewart, 1988.

<sup>14</sup> Ronald W. Schatz, *The Electrical Workers: A History of Labor at General Electric and Westinghouse, 1923-60.* Urbana and Chicago: University of Illinois Press, 1983, chapter 1.

<sup>15</sup> Douglas Caldwell, "The United Electrical, Radio and Machine Workers, District Five, Canada, 1937-1956," unpublished M.A. Thesis, University of Western Ontario, 1976, chapter 1.

During the 1920s both General Electric and Westinghouse fashioned personnel policies designed to reduce tensions between workers and management. As a result of studies that revealed that semi-skilled machine tenders—the largest group of workers in these companies—were the most most likely to quit and the most expensive to replace, GE and Westinghouse created the new category of employment (later personnel) manager to establish policies to retain workers. These new human resources professionals devised systems for hiring, training, promotion, supervision and layoff. The most significant innovation as part of this strategy was the introduction of seniority as a criterion for decisions about seniority and layoff. This required that companies begin keeping employment records for workers in order to keep track of laid-off workers. Participation in corporate welfare programs also became contingent on seniority.<sup>16</sup>

Incentive pay schemes were also part of the new managerial strategies at GE, Westinghouse and other early twentieth century corporations. Electrical corporations first began using incentive pay in the 1890s. Prior to that the prevailing method of wage payment was straight pay by the hour or day or straight payment by the piece. Incentive pay differed from piece-rate systems in that under the former all workers received a relatively low minimum day rate regardless of the quantity of their output. Above the minimum rate was a standard rate, which was the rate the employer believed an average worker should be able to earn with normal work effort. Any output above the standard rate received extra compensation. In the Bedeaux system used by Westinghouse, this additional compensation was divided between the worker and management on the assumption that management and foremen deserved some of the credit for increased output. By the 1920s up to ninety percent of production workers at GE and Westinghouse in the United States were on incentive pay.<sup>17</sup>

Another feature of liberal corporatism was works councils or employee representation schemes. Various large corporations in North America had been using this method to avoid unionization since the Colorado Fuel and Iron Company developed its Rockefeller Plan in the wake of the Ludlow massacre of 1914. This plan involved workers electing representatives to meet with management on a regular basis to discuss

---

<sup>16</sup> Schatz, *The Electrical Workers*, chapter 1.

<sup>17</sup> Schatz, *The Electrical Workers*, pp. 22-24.

employment issues. The post-World War One labour revolt spawned similar plans at corporations such as Standard Oil, International Harvester and Bethlehem Steel in the United States and Imperial Oil and Massey Harris in Canada. During the interwar years large corporations in the transportation, steel and related sectors developed their own employee representation schemes to counter either the threat of unionization or a strong union presence.<sup>18</sup> General Electric and Westinghouse in the United States established works councils during the twenties in which workers elected departmental, division and plant-level representatives to meet with their managerial counterparts on a regular basis to provide input and to air grievances. Managers used these structures to learn about worker grievances before they caused work stoppages and to craft company policies. Multi-stage grievance procedures, with a senior executive as the final arbiter, were a feature of these schemes.<sup>19</sup> CGE and Westinghouse Canada followed these leads and initiated employee associations in the early 1940s to counter UE organizing drives.<sup>20</sup>

### **UE Organizing and Certification at CGE and Westinghouse**

The United Electrical Workers was formed in 1936 in the United States from various unions that had been organizing in the industry since the early thirties. Some had been members of the Trade Union Unity League's Steel and Metal Workers Union, some were federally chartered American Federation of Labour locals, and others were independent organizations. All had been formed as a result of local organizing initiatives by groups of workers in various plants. Some of these were activists who had been

---

<sup>18</sup> Laurel Sefton McDowell, "Company Unionism in Canada, 1915-1948," in B.E. Kaufman and Daphne G. Taras, eds., *Non-union Employee Representation: History, Contemporary Practice, and Policy*. Armonk, N.Y.: M.E. Sharpe, 2000); Greg Patmore, "Employee Representation Plans in the United States, Canada, and Australia: An Employer Response to Workplace Democracy," *Labor: Studies in Working-Class History of the Americas* 3:2 (Summer, 2006), pp. 43-60.

<sup>19</sup> Schatz, *The Electrical Workers*, p. 22; Edwards, *Contested Terrain*, pp. 105-107.

<sup>20</sup> LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 1, file 51, "Company unions. Reports, c. 1943," "Case Histories of Company Unions"; LAC, MG 28 I 190, *United Electrical, Machine and Radio Workers of America [UE] fonds*, Accession 1996/0175, box 221, folder 4, "CGE Peterborough Local 524, Negotiations, 1942-1943," "The Employee Management General Committee, Minutes of Meeting, September 9<sup>th</sup>, 1942."

involved in an earlier round of organizing in the post World War One period and others were younger workers new to the labour movement.<sup>21</sup>

There was some scattered union activity in the Canadian electrical industry in the post-World War One period. The International Brotherhood of Electrical Workers and the International Association of Machinists established locals at the CGE plants in Peterborough and Toronto, but the corporation successfully countered these efforts. The organizing that allowed UE to establish a base in the industry began in 1937 with the granting of charters for local 504 at Westinghouse in Hamilton, local 507 at CGE in Toronto, local 510 at Phillips Electric in Brockville, and a fourth local in Toronto that did not survive. The first Canadian UE contract was at Phillips in Brockville, negotiated in 1937. At the UE international convention later that year, Canada was designated as District Five with Clarence Jackson, who had organized local 510, named International Vice-President. Jackson would remain in this post until 1980.<sup>22</sup>

While local 504 at Westinghouse received its charter in 1937, it would take nearly ten years to establish the union, become certified, and negotiate an enduring contract. It took three organizing campaigns to achieve certification. Alf Ready and a core of activists established a steward system, published a union newspaper and distributed leaflets during 1937, but were unsuccessful in forcing Westinghouse to negotiate with them. They were successful, however, in raising awareness about the incentive pay system, speed-ups, wage discrepancies, arbitrary application of the seniority system, and workplace sanitation. Their efforts resulted in employer concessions on some issues.<sup>23</sup> Four years later Ready and his comrades launched a second campaign. A majority of workers in the company's East Plant and a smaller number in the West Plant joined the local in the spring of 1941. Management responded by forming the Canadian Westinghouse Employees Association. Although workers in the East Plant voted to strike, the employer insisted that its company union was the proper bargaining agent and

---

<sup>21</sup> Ronald L. Filippelli and Mark D. McColloch, *Cold War in the Working Class: The Rise and Decline of the United Electrical Workers*. Albany: State University of New York Press, 1995, chapter 1.

<sup>22</sup> Caldwell, "The United Electrical, Radio and Machine Workers," chapter 2; Doug Smith, *Cold Warrior: C.S. Jackson and the United Electrical Workers*. St. John's: Canadian Committee on Labour History, 1997, pp. 51-54.

<sup>23</sup> LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 22, file 12, "Local 504, Hamilton, Ont., Union Light (newspaper), Mar-Dec 1937."

support crumbled. Westinghouse subsequently laid off most of the 504 executive and stewards.

Certification was finally achieved in 1944 as a result of the third organizing campaign, which had begun in early 1943 and concentrated on a demand for one week of paid vacation. It took a year to get a first contract, though, as the company resisted conciliation efforts as much as possible. The 1945 agreement contained the basic skeleton of a contract, but did not include any agreement on wages or improvements on other economic issues. It would take a strike in 1946, as part of the broader strike wave of that year, in order for local 504 to reach agreement on wages, vacations, seniority and other issues and firmly establish its presence in the plant.<sup>24</sup>

The UE Canadian district's primary target when it was established in 1937 was the flagship CGE plant in Peterborough. It would be nine years before certification was achieved, however. General Electric's brand of corporate paternalism was particularly effective in Peterborough and the broader labour relations climate in the city was not conducive to organizing in the later thirties. But local 524 was able to organize the CGE-managed war-production plant Genelco in 1941 because, according to Jackson, the workforce consisted of younger recruits who were not traditional CGE workers infected by its welfare capitalist ideology. When faced with this organizing drive, however, the company established an employee representation plan, complete with a multi-stage grievance procedure, in an attempt to circumvent unionization.<sup>25</sup>

UE had greater success in organizing CGE's Toronto operations. Activists in the Ward Street and Davenport Street plants established local 507 in 1937 and were able to prosecute grievances and win some improvements in plant sanitation and working conditions, increasing membership in the two facilities to 85% and 90% respectively.

---

<sup>24</sup> LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 3, file 2, "Canadian Westinghouse Company, Hamilton, Report on relations with UE, 1946-1947," "Memorandum: UE Relations with Canadian Westinghouse Company, Hamilton, April 1937 to October 1946"; Alf Ready, *Organizing Westinghouse: Alf Ready's Story*. Hamilton: Labour Studies Program, McMaster University, 1979; Smith, *Cold Warrior*, pp. 129-130, 174; Caldwell, "The United Electrical, Radio and Machine Workers," pp. 36-39.

<sup>25</sup> LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 26, file 21, "Interview transcripts. Jackson/Jim Turk. Tapes 1 and 2 (edited by Jackson), 22 August 1979," Tape 1, pp. 22-23 and volume 1, file 51, "Company unions. Reports, c. 1943," "Case Histories of Company Unions," pp. 11-13 and volume 13, file 23, "Minutes, District 5 Council and District 5 Executive Board, (2) 1946," "Organization Report to District Five Council, 20-21 September 1946"; Joan Sangster, *Earning Respect: The Lives of Working Women in Small-Town Ontario, 1920-1960*. Toronto: University of Toronto Press, 1995, chapter 7; Smith, *Cold Warrior*, pp. 131-134; Caldwell, "The United Electrical, Radio and Machine Workers," p. 25.

But layoffs in the 1938 recession reduced the local's power. By 1941, however, there was sufficient organization in the Toronto plants to stage a successful recognition strike, which resulted in a conciliated agreement between the company and the union.<sup>26</sup>

### **Codifying Workplace Rights, 1941-48**

By 1946 the UE had negotiated contracts with CGE and Westinghouse in Peterborough, Toronto and Hamilton. And, in 1948, UE and CGE negotiated the first of their master contracts to cover all plants and locals in the CGE system. Locals 504, 507 and 524 were the largest and most important locals in the union and their agreements set the pattern for the rest of the union and the industry. Between the 1941 agreement with CGE in Toronto and the 1948 agreements with CGE and Westinghouse, UE had established the basic contract language that would govern relations between workers and management in the various plants of these two corporations.

As noted earlier, both Westinghouse and CGE had developed extensive personnel policies earlier in the century and these served as the basis for the structure and content of the collective agreements that were negotiated with UE. CGE's policies, as published in 1938, contained language on wage rates, hours of work, overtime, working conditions, vacations, a grievance procedure, piece rates, transfers to lower and higher rated jobs, layoff and recall procedures, and discrimination. Wages were paid according to the prevailing rate in the industry, with an annual cost of living adjustment and an unspecified bonus for night shifts. Overtime was paid at one and one half after eight hours per day or after the full-time weekly working schedule (normally forty hours) and one week of vacation was available after one year and two weeks was granted after ten years of service. Piece rates would not be changed without one week's advance notice. Layoffs and recalls were done according to length of continuous service; ability, skill and

---

<sup>26</sup> LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 22, file 12, "Local 504, Hamilton, Ont., Union Light (newspaper), Mar.-Dec. 1937," *Union Light* 1(19) 21 October 1937 and volume 26, file 22, "Interview transcripts. Jackson/Jim Turk. Tape 3 (edited by Jackson), 15 July 1980," Tape 3, pp. 11-12 and volume 1, file 48, "Canadian General Electric Company Limited. Davenport Works. Agreement with Local 507. August 1943"; LAC, MG 30 A94, *Jacob Lawrence Cohen fonds*, volume 25, file 2872, "UERMA Local 507 vs. CGE Company Limited, Davenport Lansdowne Works and Ward Street Works—Report of Conciliation Board, 1941"; Caldwell, "The United Electrical, Radio and Machine Workers," pp. 26, 34-35.

experience; and family status. In cases where past service and ability were relatively equal, past service would have priority.<sup>27</sup>

The 1941 agreement that Local 507 negotiated with CGE contained all of the elements that were in the pre-existing GE policy governing wages and working conditions in its shops. Wages were as mutually agreed by the parties (although in 1941 they were controlled by the War Labour Board) and a minimum rate for male employees was specified. It was noted that “the Company would continue its policy of paying a cost of living bonus.” There was agreement that once piece work rates had been reviewed and definitely established, a price could not be altered unless there was a change in the method of manufacture or on the request of the employee, or when an obvious error had been made or by mutual agreement. The overtime provisions remained unchanged from the company policy. The vacation provision was changed to allow for two weeks after five years (as opposed to after ten years previously). The factors to be taken into account with respect to layoffs and recalls remained unchanged, but there was new language in the collective agreement specifying that a workforce reduction would not take effect until production had decreased at least ten percent below that called for in the established working schedule. There was new language on job postings and brief language governing women or minors doing work previously done by men. An article was added providing for third party adjudication of grievances. Beyond this incorporation of the pre-existing company policy and the negotiated changes to those provisions, the collective agreement contained language recognizing the employee bargaining agent, specifying that the employer would not support another employee organization in the plant, and governing the modification and termination of the agreement.<sup>28</sup>

By 1948 local 504 in Hamilton was entering its fourth contract with Westinghouse and all CGE workers were covered by one master collective agreement. Hence the unions were established and both collective agreements had grown in size and substance to reflect that relationship. The two 1948 agreements were similar. The CGE

---

<sup>27</sup> LAC, MG 28 I190, *UE fonds*, Accession 1996/0175, Box 221, Folder 1, “CGE Co. Ltd, Local 507, Davenport Works, Negotiations, 1938,” *The Spark*, 4 March 1938, pp. 5-6.

<sup>28</sup> LAC, MG 30 A94, *Jacob Lawrence Cohen fonds*, volume 25, folder 2872, “UERMA Local 507 vs. CGE Company Limited, Davenport Lansdowne Works and Ward Street Works—Report by Conciliation Board, 1941.”; LAC, MG 31 B54, *C.S. Jackson fonds*, volume 1, folder 30, “Organizing activities. Leaflets collective agreements, notes, pamphlets, poem, 1939-1941.”

agreement contained twenty-seven articles, while the Westinghouse agreement consisted of twenty-five articles and a general-purpose statement.

The major differences between the 1941 CGE contract and the 1948 contracts were that the latter contained management rights and discharge articles and more detailed language governing overtime and shift bonuses, incentive pay, layoff and recall, the grievance procedure, and third-party dispute resolution. The presence of the management rights articles was the result of a broader employer strategy to limit contract language to the narrowest possible definition of wages, hours and working conditions, leaving management the greatest possible latitude to determine how workers behaved on the job. Prior to 1944 60% of collective agreements signed in Canada had no provision for management rights; two years later less than 25% of agreements were without a management rights clause. The more detailed language in the other areas, however, was the result of union efforts to regulate shop floor relations. The discharge language, for example, declared that an employee had the right to grieve a perceived “unjust” discharge and specified that this “special grievance” could result either in confirming the dismissal or reinstating the employee with full compensation. The layoff and recall articles, meanwhile, established seniority as the most important factor in determining how workforces were increased or decreased. And the incentive pay clauses defined the rates and the conditions under which they were set. While the Westinghouse-Local 504 agreement “Incentive System” article was still relatively brief in 1948, the article in the CGE-UE master agreement governing “Wages and Piecework Prices” contained sixteen clauses and supplemental definitions.<sup>29</sup>

### **Enforcing Workplace Rights**

As all union activists know, agreeing to contract terms is only a small part of establishing formal workplace rights. It is also necessary to enforce those rights. UE’s approach to contract enforcement was based on its encouragement of rank and file participation through the union’s democratic structure, including extensive steward

---

<sup>29</sup> LAC, MG 28 I 190, *UE fonds*, Accession 1996/0175, box 221, folder 37, “Union and Company Proposals and Correspondence Re. Joint Negotiations, Renewal of Contract, 1948”; McMaster University Archives, *United Electrical Workers [UE] Local 504 fonds*, volume 117, “C.W.C, Negotiations Local 504, Contract Negotiations, 1948”; Warrian, “Labour is not a Commodity,” pp. 144-148.

networks, and consisted of the aggressive pursuit of individual and policy grievances, a view that all grievances were part of a collective struggle, support for workers who engaged in work stoppages or other job actions in contravention of collective agreements, and an unevenly articulated post-war view that workers had the right to settle grievances with strike action.

UE was a formally democratic union from its locals to its executive offices. Its international constitution reflected the union's origins as a federation of fiercely independent locals in the United States by ensuring that local autonomy was respected and nurtured. Locals elected their own officers and staff, initiated and ended strikes, ratified contracts, wrote their own constitutions and bylaws, and set their own dues and initiation fees. Delegates to annual district conventions elected the four full-time salaried officers, who were paid no more than the highest paid worker in the union. The annual district convention elected ten local presidents who, with the officers, constituted the District Executive Board. This board conducted district (Canadian) union business between conventions. There were also four district council meetings per year with delegates from each local. The district leadership encouraged delegate discussion in these venues, carefully observing democratic procedure lest it be accused of communist domination and possible challenge. At the local level, executives were expected to meet weekly and to hold monthly membership meetings. In addition, locals sent delegates to the annual international convention, which elected the three international executive officers.<sup>30</sup>

UE's steward system was really the heart of the union and a key feature of its approach to contract enforcement. Stewards were the link between each department in a plant and the local and district leadership. They kept the membership informed about events, participated in all aspects of the local's business, and handled member grievances in their area. They had also been an integral part of the union's organizing strategy. The first thing it did when it began an organizing drive was to establish a stewards' network

---

<sup>30</sup> Caldwell, "The United Electrical, Radio and Machine Workers," pp. 124-133; LAC, MG 31 B 54, C.S. *Jackson fonds*, volume 28, file "Turk, James L., Surviving the Cold War: A Study of the United Electrical Workers in Canada," James L. Turk, "Surviving the Cold War: A Study of the United Electrical Workers in Canada," pp. 18-20; Filippelli and McColloch, *Cold War in the Working Class*, chapter 1; McMaster University Archives, *UE Local 504 fonds*, volume 186, file "504 Constitution," "Constitution and Bylaws of Local 504 UE."

with representatives in as many departments of the plant as possible. Those stewards would promote the union among his or her fellow workers and would serve as local leaders in confronting management regarding grievances such as sanitation, facilities, and violations of company policies. In countering union drives, employers recognized the importance of stewards, often targeting them for retaliation as Westinghouse did in Hamilton in 1937 and 1941.<sup>31</sup>

UE leadership supported and was part of the shop stewards' movement that existed for a short period in southern Ontario during 1941. Shop stewards' councils were established in Toronto and Oshawa in the early part of that year. Their purpose was to provide a venue for shop-floor activists in organized and unorganized shops to meet and share experiences. Initiated by the Steel Workers' Organizing Committee, which had left-wing leadership at the time, there were separate councils in Toronto for the steel and electrical industries and a general council in Oshawa with representatives from a variety of unions. While union leaders attended meetings of the councils, chairs and secretaries of the assemblies were elected from the general membership and agendas were established collectively. The council experiment came to an abrupt end when the Canadian Congress of Labour leadership accused the councils of dual unionism and ordered their disintegration.<sup>32</sup>

Once a plant was organized the steward's role was broadened or re-focused. Stewards' councils were formalized in each local and these met, normally on a bi-weekly basis, to discuss grievances, broader union issues, and how best to build and expand union power in the shop. Reports on grievances would be heard and decisions made as to which grievances would proceed to a higher level. While ideal stewards continued to be organizers, group leaders and the link between departmental memberships and the union,

---

<sup>31</sup> LAC, MG 31 B54, *C.S. Jackson fonds*, volume 26, file 22, "Interview transcripts. Jackson/Jim Turk. Tape 3 (edited by Jackson), 15 July 1980," Tape 3, pp. 4-5 and volume 26, file 29, "Interview transcripts. Jackson/Jim Turk. Tapes 5 and 7 (edited by Jackson), 18-29 November 1980," Tape 6, Side 2, p. 11 and volume 22, file 12, "Local 504, Hamilton, Ont., *Union Light* (newspaper), Mar-Dec 1937," various issues of *Union Light*.

<sup>32</sup> LAC, MG 31 B54, *C.S. Jackson fonds*, volume 1, file 33, "Toronto and District Shop Stewards Council. Correspondence, minutes, 1941" and volume 26, file 21, "Interview transcripts. Jackson/Jim Turk. Tapes 1 and 2 (edited by Jackson), 22 August 1979," Tapes 1 and 2, pp. 11-12, 17 and volume 26, file 25, "Interview transcripts. Jackson/Jim Turk. Tapes 8 and 9 (edited by Jackson), 29-30 November 1980," Tape 8, Side 2, pp. 4-5. On the British shop stewards' movement, which Jackson and others were emulating, see James Hinton, *The First Shop Stewards' Movement*. London: George Allen and Unwin, 1973.

they acquired new duties under collective agreements as agents and advocates for members who presented grievances under formal grievance procedures. They also faced a new challenge once dues checkoff provisions were won in bargaining. Unions fought hard after initial recognition for union security provisions, including the automatic deduction of union dues by the employer from member wages. This had the effect, however, of potentially limiting the stewards contact with the membership. As UE activists recognized at the time, with the automatic checkoff the steward was not compelled to engage in conversation each member in his or her department on a regular basis to collect union dues. Alternative strategies were discussed to deal with this problem, including having the steward hand each member his or her dues stamp each month and take the opportunity to engage the member in a discussion of union matters and possible grievances or issues.<sup>33</sup>

UE contracts at CGE, Westinghouse and other companies stipulated the number and departmental location of stewards in a shop. Each zone in a shop had a chief steward. UE strove to have one steward per fifteen workers in order to build a strong rank and file movement on the shop floor, but there is no evidence that it ever reached this ratio. It did have a lower member to steward ratio than many other unions, though. Its CGE agreement in the 1950s, for example, provided for one steward for every twenty-five members. The agreements also specified the stewards' responsibilities, the limits of those responsibilities, and the conditions under which a steward could leave his or her work area on union business. As will be discussed later, whether or not stewards were union representatives under these contract provisions could become an important question in the case of work stoppages during the life of an agreement.<sup>34</sup>

---

<sup>33</sup> McMaster University Archives, *UE Local 504 fonds*, Volume 504, folder "504 Constitution," "Constitution and Bylaws of Local 504 UE," pp. 7-8; LAC, MG 31 B54, *C.S. Jackson fonds*, volume 13, file 9, "Minutes. District 5 Council, Executive Board, and Staff meetings (2) 1943," "Staff Meeting, 12 July 1943" and volume 13, folder 10, "Minutes. District 5 Council, Executive Board, and Staff meetings (3) 1943," "Report of Secretary Harris to District Five Council, 24-25 July 1943 and volume 13, folder 19, "Minutes. District 5 Council and Executive Board (2) 1945," "Organizational Report of District Council for February, March and April 1945, 27 May 1945, R. Russell."

<sup>34</sup> LAC, MG 28 I 190, *UE fonds*, Accession 1996/0175, Box 167, folder 7, "CGE Toronto and Peterborough Locals, Agreement Signed March 27, 1953," "Agreement between Canadian General Electric Company Limited and the United Electrical, Radio and Machine Workers of America," pp. 58-59 and "Davenport Local Supplement."

UE and other unions in the post-war period developed educational programs to build organizational capacity. Courses for stewards were the most important offerings at the weekend, week-long or summer schools that UE in the 1940s in conjunction with the Workers' Educational Association and later at its own facilities, including its summer retreat at Clearwater Lake. In contrast to some other unions, which focused exclusively on the grievance-handling role that stewards performed, UE stressed the ongoing organizational and activist roles of stewards performed in addition to their formal contract responsibilities.<sup>35</sup>

CGE and Westinghouse management constantly pushed the limits of the contracts, which resulted in numerous grievances, arbitrations and work stoppages. In 1954 staff representative Bill Walsh reported that one hundred and forty grievances had been filed in local 504 in a three-week period and that twenty-five cases in the local went to arbitration during the first six months of that year. Later in the year he suggested that arbitrations were averaging two per week. The union was winning about 50% of the cases it took to arbitration, though the cases that advanced to arbitration were a small proportion of grievances filed. Local 515 at the CGE Royce plant in Toronto reported in 1957 that 75 grievances per year was normal among its four hundred and fifty members. A 1957 survey of six CGE locals by the UE Toronto Joint Board revealed that 425 grievances were filed during 1957. Wages and incentive rate complaints accounted for one hundred and fifty-two of these, followed by ninety-six concerning layoff and recall. Forty-two dealt with working conditions (occupational health and safety), twenty with the grievance procedure, and ten with overtime.

A survey of grievances in 1957 and 1958 at local 524 in Peterborough revealed a similar pattern of activity, with the largest number of grievances dealing with incentive rates and seniority. Two-hundred and eighty-seven grievances were filed in 1957 and five-hundred and eleven were filed in 1958. Of the five-hundred and eleven filed in the latter year, sixty-three did not proceed to the first or foremen's stage, fifty-seven were settled and twenty-eight were dropped at the foremen's stage, fifty-nine were settled and ninety-eight were dropped at the manager's stage, twenty-one were settled and one-

---

<sup>35</sup> Jeffery Taylor, *Union Learning: Canadian Labour Education in the Twentieth Century*. Toronto: Thompson Educational Publishing, 2001, chapters 2 and 3.

hundred and two were dropped at the president's stage, and seven were won and four were lost at arbitration. The remaining seventy-two were awaiting disposition at various stages. The local concluded that one-hundred and forty-four grievances were satisfactorily settled and two-hundred and thirty-two were settled unsatisfactorily.<sup>36</sup>

UE considered all grievances to be of concern to its total membership and publicized the outcomes accordingly. Union newspapers such as the Toronto Joint Board's *Voice of the Worker* or the *UE Canadian News* contained regular reports on grievances from the various locals. Members who won incentive grievances or otherwise received a monetary payment were often photographed with cash in their hands. Members would be assembled for a photograph when a group won a victory on speed-up or some other issue that affected a number of workers. These features were always accompanied by a reminder that members should be vigilant in understanding the contract and taking action on any infractions, that a strong steward structure was necessary to ensure the contract was enforced, and that these successes were the result of UE's vigilant and militant stance in defence of its members.<sup>37</sup> The union also used front-gate leafleting to inform members about the general state of workplace relations as illustrated by the number and nature of grievances being filed and processed. A 1952 leaflet issued by the Toronto Joint Board noted that over two-hundred members in the Toronto CGE shops were involved in grievances touching on safety, discharge, rate-cutting and other issues. Members were reminded that this was the day-to-day activity of the union and that "coasting between contracts costs you money."<sup>38</sup>

UE was aggressive in pushing grievances to arbitration if necessary. Cases involving the union account for a substantial number of the awards reported in the

---

<sup>36</sup> LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 5, file 10, "UE Area Representative reports and summaries (1), 1954-1955," "To Area Representatives From C.S. Jackson, Summary Number 16, 9 June 1954" and "To Area Representatives From C.S. Jackson, Summary No. 23, 10 December 1954" and volume 11, file 21, "Meetings, C.S. Jackson's notes (2), c. 1946-1963"; LAC, MG 28 I 90, *UE fonds*, Accession 1996/0175, box 225, folder 33, "CGE Toronto Locals, Miscellaneous Files, 1951-1969, "Breakdown of Grievances—Toronto Joint Board" and box 168, folder 19, "CGE Peterborough Works, Local 524, Breakdown of Grievances, 1957-1962".

<sup>37</sup> LAC, MG 28 I 90, *UE fonds*, Accession 1996/0175, box 169, folder 5, "CGE Co. Ltd., Materials Issued by UE/GE Joint Board, Toronto, 1955," *Voice of the Worker*, volume 4, number 27 (March 1955), p. 1 and box 169, folder 7, "CGE Co. Ltd., Materials Issued by UE/GE Joint Board, Toronto, 1957," *Voice of the Worker*, volume 6, number 45 (April, 1957), p. 1.

<sup>38</sup> LAC, MG 28 I 90, *UE fonds*, Accession 1996/0175, box 169, folder 2, "CGE Co. Ltd., Materials Issued by UE/GE Joint Board, Toronto, 1952," "To UE Members."

*Labour Arbitration Cases*, including its first reported case, from the publication's inception in 1948 and through the 1950s, for example.<sup>39</sup> But it recognized the limits and shortcomings of the system and its inherent biases. As early as 1952, in reaction to an award from Bora Laskin granting damages to CGE for alleged losses incurred in a work stoppage, the district officers reported to the District Council that arbitrations were becoming a problem for unions as employers were increasingly inclined to force issues to arbitration rather than settle them at the grievance stage, recognizing that arbitration was a financial burden for most locals. Furthermore, most arbitrators in Ontario at the time were judges appointed by the province who were often more sympathetic to employers than to workers.<sup>40</sup>

More importantly, after it had abandoned its wartime no-strike pledge, UE in Canada asserted the right of its members to strike or otherwise engage in work stoppages during the life of an agreement, regardless of the statutory and contract bans on mid-term strikes. UE in the United States was not limited by a statutory prohibition on strike action during the life of a contract and, contrary to the practice of many other unions in that country, it resisted employer pressure to insert arbitration provisions in its contracts. Its educational materials, which were modified and used in Canada, advised activists to retain the right to strike after the internal arbitration procedure was exhausted. It also suggested settling as many grievances as possible at the first stage and with collective resistance as necessary.<sup>41</sup>

During the war, and after the collapse of the Hitler-Stalin Pact, UE was firmly committed to the no-strike pledge. The official line in 1943 was that "it is possible to secure rectification of the grievances of workers...without having to resort to strike action."<sup>42</sup> One year later District President C.S. Jackson proposed a continuation of the no-strike pledge in the post-war period, arguing that the strike weapon would not be

---

<sup>39</sup> *Labour Arbitration Cases*, volumes 1-10 (Toronto: Central Ontario Industrial Relations Institute, 1948/1950--1960).

<sup>40</sup> LAC, MG 28 I 190, *UE fonds*, volume 1, file 4, "UE District Council 14<sup>th</sup> Annual Convention. Officers' Report, 1952."

<sup>41</sup> LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 5, file 18, "UE education programme, 1947," "UE Class Outline No. 2, Collective Bargaining."

<sup>42</sup> LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 13, file 8, "Minutes, District 5 Council, Executive Board, and Staff meetings (1) 1943," "Main Report by C.S. Jackson to the Quarterly District Council Meeting, 31 January 1943," pp. 9-10.

necessary if full cooperation could be achieved between employers, government and workers.<sup>43</sup> By late 1945, however, the tone was shifting in the organization as employers fought back against union gains by, according to the UE leadership, provoking damaging strikes. While lamenting this development, UE District Officers asserted labour's right to use all the tools available and, at the same time, cautioned against the use of unauthorized wildcat strikes because "nothing weakens a union more."<sup>44</sup>

By the 1950s the official UE position was that workers should have the right to strike during the life of an agreement. A District Council resolution passed in 1954 called for an amendment to Ontario's labour legislation guaranteeing "the right of the union to process grievances through all stages under the contract and then be free to choose arbitration or to exercise the right to strike." It was claimed that workers surrendered the right to strike as a wartime measure, but it was not regained in the post-war period. Furthermore, the experience most workers had with arbitration was less than satisfying. Even then, it was taking six months to year to move a grievance through arbitration to the issuing of an award. If the worker won, which was increasingly unlikely given that judges were chairing most arbitration boards, the only penalty the employer faced was the prospect of paying what he should have paid in the first place while the worker had to wait this long period of time for what was rightfully hers and the union had to pay a significant amount of money to fight the case.<sup>45</sup>

This refrain continued through the late fifties and into the sixties. Discussion at a 1958 District Council meeting resulted in a further motion demanding the right to strike to settle grievances. And four years later, in its brief to an Ontario government review of labour arbitration, UE reasserted its position regarding the right to strike to settle matters arising during the life of an agreement. The brief repeated earlier arguments about the origins of the provision during the wartime no-strike pledge and the difficulties workers face in waiting long periods for awards. It emphasized the unequal relations in the

---

<sup>43</sup> LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 13, file 15, "Minutes. District 5 Council and Executive Board (3) 1944," "Minutes of District Five Council, 27-28 October 1944," p. 10.

<sup>44</sup> LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 13, file 21, "Minutes. District 5 Council and Executive Board (4) 1945," "Officer's Annual Report, District Five Council, 18-19 October 1945," pp. 13-16 (quotation from p. 16).

<sup>45</sup> LAC, MG 28 I 190, *UE fonds*, Accession 1996/0175, box 169, folder 4, "CGE Co. Ltd., Materials Issued by Toronto Joint Board, UE-GE Locals, 1954," "Conciliation, Arbitration and the Right to Strike," *Voice of the Worker*, volume 3, number 25 (October-November, 1954), p. 4.

arbitration process, noting that “[a]t worst, the employer faces direction from an arbitration board to do what he should have done in the first place.” Furthermore, this brief made the additional argument that compulsory no-strike arbitration did not deliver on its original promise to promote industrial peace. Rather, this provision helped “establish the background for more protracted [contract renewal] strikes, with the strike issues sometimes becoming beclouded by the bitterness resulting from mid-contract injustices.”<sup>46</sup>

### **Work Stoppages and the Legal Limits of Worker Power**

As the arbitration system was becoming established during the 1950s, then, UE’s formal position was that workers should be able to retain their right to strike at all times, including to settle grievances. C.S. Jackson, in later recollections, maintained that UE always supported workers’ job actions and in fact encouraged them:

We counseled them at a certain point that if they keep it up too long or go beyond a certain point that they’re in unknown ground. We had to warn them more often than we liked about illegal strike legislation and what could happen. I don’t doubt that that had a bit of a dampening effect on some militancy on given occasions. That was a fact of life and it wasn’t that we were afraid of endangering the union, although that always had to be a factor. But very few occasions have we called the workers back from a shop action. In fact we’ve constantly urged them to take it. Our position has been that you’re not settling grievances by procedure, you’re settling them when the boss knows he’s going to have production stopped if he does not settle.<sup>47</sup>

This position notwithstanding, most workplace disputes that arose were handled through the formal grievance and arbitration procedures. In the era industrial legality, grievance arbitration was the primary field in which workers skirmished with employers about work intensification, wage rates, supplementary compensation, and access and rights to jobs. Work stoppages were infrequent but significant events, however. Grievances arising from work stoppages were a small proportion of overall formal disputes, but they are useful barometers of worker frustrations, union and employer tactics in using the system, and the ultimate limits of the system.

---

<sup>46</sup> LAC, MG 28 I 190, *UE fonds*, volume 6, “Union Brief of Arbitration,” *UE Canadian News*, 1 October 1962, p. 2.

<sup>47</sup> LAC, MG 31 B 54, *C.S. Jackson fonds*, volume 27, file 3, “Interview transcripts. Jackson/Jim Turk. Tapes 14 and 15 (edited by Jackson), 16 January 1981,” “Tape 14, Side 2,” p. 15.

Work stoppages ranged from a worker downing tools for an hour or two to whole departments walking out for days or weeks. There are no aggregate statistics on mid-term work stoppages for CGE and Westinghouse. The sources consulted reveal that there were ten incidents at CGE between 1946 and about 1965, with all of these occurring between 1946 and 1957. At local 504 in Westinghouse there were eight incidents between 1944 and 1966, with all occurring between 1954 and 1966. This undoubtedly underrepresents the extent of work stoppages in these workplaces. However, there are only eleven arbitration awards dealing with work stoppages at the two firms between 1946 and 1966, as reported in *Labour Arbitration Cases* and the archival sources. This means either that there relatively few work stoppages compared to other incidents that resulted in arbitrations, that employers took formal action on a small percentage of work stoppages, or, indeed, there were few mid-term work stoppages in this period.

A range of issues sparked the eighteen incidents for which records exist. The role and rights of stewards featured in five of them, including the question of whether or not stewards are union representatives and the dismissal of stewards for their roles in stoppages. Disputes over pay rates, incentive payments and time studies were issues in nine of them. One was caused by worker reaction to what were perceived to be unjust suspensions. The application of seniority provisions resulted in two incidents. In one case a group of women stopped work to protest the fact that the company was resisting settling grievances and, as a result, a number were settled. The transfer of scab work from the strikebound Westinghouse plant in London triggered one major incident at local 504, involving most of the members of the bargaining unit. And in the last recorded incident, in 1966, the company claimed that a union-ordered overtime ban was an illegal strike. Women were the sole participants in two of the eighteen incidents, men and women were both involved in five incidents, men were the sole participants in seven of them, and the gender participation in the remaining four is unclear. A closer look at six of the incidents that resulted in arbitration cases allows us to investigate more precisely the issues involved in work stoppages.

In the first case to be considered, a steward was dismissed from the Peterborough CGE plant in 1946 for instigating an unauthorized work stoppage. According to the unanimous award by a three-person board chaired by Jacob Finkelman, rumours of a

stoppage in the Wire Department were circulating prior to the incident and the union executive issues instructions to the stewards in the department that a shutdown was forbidden. Allan Barnes, the dismissed steward, testified that he believed the action had union sanction and the board members determined, on the basis of union and company testimony, that Barnes ordered the shutdown. They concluded, however, that he honestly believed he had union authorization for his action, but, as far as the evidence showed, “there was nothing upon which a reasonable man would have founded such a belief.” The evidence revealed, however, that the supervisor “did act reasonably in arriving at the conclusion that Barnes knowingly instigated an unauthorized shut-down.” In upholding the dismissal, the board members criticized the supervisors in the Wire Department for acting on the rumours of a possible shut-down by bringing the matter to the attention of their superiors. They also recommended that Barnes be re-instated, asserting that “[a]djustment to the conditions which obtain under a collective bargaining relationship involved a long process of education and many errors will be committed before harmonious relations are firmly established.”<sup>48</sup>

The second case involved a company grievance against local 507 in Toronto for a 1949 unlawful work stoppage in response to the suspension of a chief steward. CGE was engaged in price-cutting on its incentive rates throughout its operations, resulting in various grievances. Conflicts at the Davenport works in September of 1949 resulted in the suspension of the local’s chief steward and a subsequent three-day walkout. Most workers in the plant left work on the first day, rotating strikes marked the second day, and the workers returned to their jobs at noon on the third day. The union’s position was that the workers walked out spontaneously in response to the steward’s suspension and because of frustration over the price-cutting. Evidence adduced at the hearing showed that the union had made various efforts during the three days to encourage the workers to return to work, including a membership meeting between the first and second day of the

---

<sup>48</sup> *Labour Arbitration Cases*, volume 1 (Toronto: Central Ontario Industrial Relations Institute, 1948/1950), pp. 16-19. The Central Ontario Industrial Relations Institute was an employer group formed to help companies deal with unions in the post-P.C. 1003 environment. In a footnote to this case, the editors maintained that it would have been “more appropriate if the arbitrators had censured the Union officials, e.g., the chief steward, for not calling upon higher officials of the Union to prevent the stoppage of work. However, it may be that such ‘wrist slapping’ as the arbitrators indulged in in this case is the price to be paid for securing a unanimous report from a three-man Board of Arbitration.” (p. 19)

walkout at which a resolution was passed to return to work. In the majority opinion of the board chaired by Bora Laskin, however, the union did not fulfill its required obligations to force its members back to work. In the view of Laskin and the employer representative on the board, the union's agreement in the collective agreement "that there shall be no slowdown, strike or other stoppage of or interference with work" meant that the union had a positive obligation to do everything within its power to ensure that its members returned to and stayed on the job. It was not acceptable, in their view, for the union leadership to claim that the workers were acting spontaneously and that the union officers could not control them. In legal terms, Laskin and his colleague asserted, the leadership and the members were one in the same. Therefore, their should have been "prompt" attempts to get workers back in the plant including, if necessary, disciplinary measures against individual members. For Laskin, Canada's foremost champion of the new workplace rule of law, the right of union certification involved "in the first place exertion and control over its members."<sup>49</sup>

The most significant aspect of this case was that for the first time in Canada an arbitrator awarded damages to an employer for a union breach of a collective agreement in finding that the local had not met its contractual commitment to ensure there would be no work stoppage. While the union claimed that the board had no right to award damages, Laskin dismissed its argument and awarded CGE nearly \$10,000 for lost profits and expenses.<sup>50</sup> UE publicly criticized the award, gaining the support of other unions and the Ontario Federation of Labour. UE refused to pay the damages and CGE ultimately seized the money by refusing to remit union dues to the local.<sup>51</sup>

At the CGE Guelph plant in 1957 the company filed a policy grievance to establish whether or not stewards were union representatives. The question arose as the

---

<sup>49</sup> *Labour Arbitration Cases*, volume 2 (Toronto: Central Ontario Industrial Relations Institute, 1950/51), pp. 608-615 (quotes at 609 and 611); see Philip Girard, *Bora Laskin: Bringing Law to Life*. Toronto: Published for The Osgoode Society for Canadian Legal History by the University of Toronto Press, 2005, chapter 10 for a general assessment of Laskin's arbitral jurisprudence.

<sup>50</sup> *Labour Arbitration Cases*, volume 3 (Toronto: Central Ontario Industrial Relations Institute, 1951/52), pp. 1090-1096.

<sup>51</sup> LAC, MG 28 I 190, *UE fonds*, volume 1, file 4, "UE District 5 Council 14<sup>th</sup> Annual Convention. Officers' Report, 1952," pp. 25-26; LAC, MG 28 I 190, *UE fonds*, Accession 1996/0175, box 169, folder 2, "CGE Co. Ltd, Toronto, Materials Issued by Toronto Joint Board (UE/GE), 1952," "Press Release, July 1<sup>st</sup> 1952," and "Action Charted to Defeat GE's Attempts to Import Taft-Hartley Slave Laws into Canada," and "Is it Really a 'Two-Way Street'?"

result of the suspension of a steward for his refusal to perform work assigned to him. He refused the work in the context of a broader dispute over the timing of a job. According to the applicable collective agreement, “the union agrees that neither it nor its representatives will cause or sanction a slowdown, strike, or other stoppage of or interference with work.” The parties had agreed to this language in the round of bargaining immediately preceding the incident in question. In the previous agreement the union had agreed “that there shall be no slowdown, strike or other stoppage of or interference with work.” This was an apparent attempt on the local executive’s part to limit the union’s liability in cases of unauthorized work stoppages.

UE claimed that stewards were not representatives of the union under this clause and that it was never the intention of the parties during negotiations to consider them representatives. It further argued that the company had already taken action on this matter by disciplining the steward as an individual and that it was inappropriate for it to seek further redress through a policy grievance. CGE maintained that when the union provided the company with its list of officers and stewards, it characterized it as a “list of representatives.” The chair and the employer representative on the board allowed the grievance. In dissent, the union representative argued that it was the intention of the parties to place a very limited authority on stewards to process grievances and it was never contemplated that stewards would act as representatives in the fullest sense of the word.<sup>52</sup>

In another case, a group of welders at the CGE Peterborough works engaged in a work stoppage from 11 to 27 December 1951. The walkout was sparked by the recoding of a job to a lower pay rate, contrary to past practice. Initially, the foreman agreed with the welders that the job had been coded incorrectly, but his supervisor subsequently overruled his decision. The welders were ultimately discharged for their participation in an illegal work stoppage and the union filed a group grievance on their behalf. The local maintained that it had consistently urged the workers to return to work and file grievances. The workers, however, believed that the grievance had been allowed at the

---

<sup>52</sup> LAC, MG 28 I 190, *UE fonds*, Accession 1996/0175, box 220, folder 55, “Canadian General Electric, Guelph, Company Grievance Against Union Re. Steward R. Thompson, Refusing to Perform Work Assigned to Him, 1957,” “Dubin to Jackson, Re. Canadian General Electric—Arbitration—Grievance No. 2-57, and United Electrical, Radio and Machine Workers of America,” (quotes from p. 2 and p. 3 respectively) and various other documents in the folder.

first stage when the foreman agreed with them regarding the coding. A majority of the board nonetheless upheld the discharges. It did recommend, however, that the company reinstate the welders with the loss of one year's seniority, with the exception of the steward and another union representative who should not be shown any compassion.<sup>53</sup>

A major walkout occurred at the Hamilton Westinghouse plants in April 1959. Westinghouse established a plant in London in 1957. UE organized it and attempted without success to negotiate a master contract with Westinghouse covering all of its plants.<sup>54</sup> A new collective agreement for the Hamilton works took effect on 9 March 1959. On 3 March 1959 the workers at the London plant went on strike to support their negotiating team's efforts to secure a new agreement. Soon after the strike started in London, Westinghouse shifted some work from London to Hamilton. Local 504 publicly protested the presence of the scab product in Hamilton through membership bulletins and communications with management, but directed the few members directly engaged in work on London components to complete their assigned tasks. In early April Pat Scullion refused to do "scab work" from London and was suspended. After he was suspended a second time, twenty-five hundred of the thirty-seven hundred employees of the three Hamilton plants walked out at various times over three shifts on 15 April 1959. In the latter part of the day, UE advised its members to return to work. Work continued on the scab product the following day and the London strike was settled a week later.

Westinghouse responded by launching a grievance against the union for violating the no-strike provision of the collective agreement and by disciplining eleven employees, including union representatives, with written warnings or suspensions. Furthermore, the company applied additional discipline to Stan Roberson, the union vice-president, and to Fred Hannabus, chief steward of the Beach Road plant. It appears that the eleven accepted their discipline without grieving. The union denied the company grievance,

---

<sup>53</sup> LAC, MG 28 I 190, *UE fonds*, Accession 1996/0175, box 168, folder 1, "CGE Peterborough, Arbitration: 17 Welders Dismissed 1951-1952," "Arbitration Award: Grievance Initiated by United Electrical, Radio and Machine Workers of America, Local 524 re. Canadian General Electric Company Limited (Peterborough Works), Grievances No. 52-1 and 52-3."

<sup>54</sup> LAC, MG 28 I 190, *UE fonds*, volume 1, file 10, "UE National Council 22<sup>nd</sup> Annual Convention. Oct 29—Nov 2, 1958," "Organizational Report," pp. 9-10.

however, and it proceeded to arbitration. In addition, Roberson and Hannabus grieved their additional suspensions to arbitration.

The evidence presented at the arbitration regarding the company grievance showed that the local leadership had recommended that the London work be done. It had also urged management to assign the scab work to someone other than Scullion in order to avoid an incident. Management refused to do this. Nonetheless, the majority opinion of the board was that the union had violated the no-strike provision of the agreement. It reached this conclusion in the absence of direct evidence by noting that stewards took part in the stoppages, that the union was responsible for its representatives, and that the walkouts appeared to be coordinated. Surprisingly, in his minority report, Charles Dubin, the union nominee, concurred with the majority that the union had violated the agreement, although his reasoning was somewhat different. The board refused to grant damages, however, mainly because the company refused to allow its accountant to provide the detailed financial information the board members required in order to make a determination.<sup>55</sup>

In the Hannabus and Roberson cases, the company gave these two union officials additional and longer suspensions because of their leadership positions. Management's position was that the first discipline, for the balance of their shifts on 15 April, was for their roles as individual employees and the second was for their roles as union stewards. The union responded that the company had exhausted its right to discipline with its first suspensions and that it had no right to discipline a second time for the same offence. Hannabus's grievance was the first to be heard. The central question the board had to consider was whether or not a union steward had any responsibility to the company in that role. A majority concluded noted that special provisions were made in the contract for stewards, but nowhere did the contract state that the steward had any responsibility to the company. It noted that the union had a responsibility to the company, and that stewards as union officials shared in that responsibility, but that stewards were not responsible as individuals to the company. Hence, the offence committed was an offence

---

<sup>55</sup> McMaster University Archives, *UE Local 504 fonds*, volume 215, file "W Grievance #2 dated April 17 1959 re. April 15 1959," "Award of Board of Arbitration in the Matter of a Dispute between Canadian Westinghouse Company Limited...and United Electrical, Radio and Machine Workers of America, and its Local 504."

by an individual and the discipline was exhausted with the first suspension. The board noted that the company could have disciplined Hannabus more severely than other participants in the first instance because of his leadership role, but that they had not chosen to do so. The management representative on the board wrote a stinging dissent, arguing that it was precisely because of Hannabus's dual role as steward and individual employee that two separate disciplines were appropriate. A majority of the board in the Roberson arbitration, with the management representative dissenting, accepted the precedent of the Hannabus award in ruling that the grievor owed no special duty to the employer because of his union position and therefore could not be disciplined a second time.<sup>56</sup>

In the final case considered here, workers at the Westinghouse plant in Hamilton responded to a speed-up by refusing to work overtime in January of 1966. The workers in one department had been suffering from work intensification since the previous summer. Sixty grievances were filed between August 1965 and January 1966. As the situation reached a crisis point at the beginning of the new year, the Stewards' Council debated calling a full plant shut-down, but instead decided on a total overtime ban. The 504 membership was informed on Friday 7 January that the ban was in effect for that weekend. The employer immediately notified the union that it considered the ban to be an illegal strike. On Tuesday of the following week the union announced that no overtime had been performed over the weekend, that the company had felt the members' solidarity, and that the Stewards' Council had decided to suspend the ban "for the present."

The company announced that it would not be pursuing discipline against individual employees for refusing to work overtime. Instead, it launched a grievance against the union, charging that it had engaged in and counseled an illegal work stoppage. In its award, the board chair and the employer representative concluded that the overtime

---

<sup>56</sup> McMaster University Archives, *UE Local 504 fonds*, volume 152, file "F. Hannabus Re. suspension Re. April 15," "In the matter of a collective agreement between Canadian Westinghouse Limited and United Electrical, Radio and Machine Workers of America, Local 504" and volume 151, file "S. Roberson," "In the matter of a collective bargaining agreement between Canadian Westinghouse Company Limited and United Electrical, Radio and Machine Workers of America, Local 504, and certain grievances thereunder."; LAC, MG 28 I 190, *UE fonds*, Volume 6, "Judge's Ruling Sets Precedent," *UE Canadian News*, 6 June 1960, p. 1.

ban constituted an illegal strike. While conceding that a strike is normally a group refusal to work, they maintained “that is a too narrow concept of the term.” To support their conclusion, the two learned gentlemen cited the relevant language in the *Labour Relations Act*, where strike is defined as “a cessation of work, a refusal to work or to continue to work by employees in combination or in concert...or a slowdown or other concerted activity...designed to limit or restrict output,” and a 1956 case involving the Canadian Textile Council. They also referred to the collective agreement language governing overtime, noting that employees had an obligation to accept overtime unless they had “reasonable grounds” to decline to perform such work. The majority group on the arbitration board did not consider a collective refusal to accept overtime because of intolerable workplace conditions to be reasonable. Rather, the affected employees should have been content to use the grievance procedure to express their concerns.<sup>57</sup>

A number of themes emerge from these six cases. First, workers were prepared to engage in work stoppages in reaction to work intensification, to protest perceived injustices, and in solidarity with union representatives and fellow workers. Second, the union always took the formal position that work stoppages were unauthorized, even though the evidence in some of the cases suggests that there was coordination of effort among departments. Third, arbitrators had little patience for work stoppages; for them, the channeling of workplace frustrations through the formal grievance procedure was a hallmark of the common law of the shop to which they subscribed. Fourth, arbitrators were prepared to award damages to employers for illegal work stoppages as a means of disciplining unions to understand their proper role in the system. Fifth, arbitrators recognized the educative role of arbitration for employers and workers alike, suggesting leniency and reinstatement when they felt it was appropriate. Sixth, the role of stewards was central to many disputes, with employers targeting them for special discipline, workers supporting their departmental leaders, and arbitrators crafting a jurisprudence in which stewards are shown little compassion when they engage in illegal acts but are recognized as having a primary duty to their union and fellow workers rather than to their employers.

---

<sup>57</sup> McMaster University Archives, *UE Local 504 fonds*, volume 215, file “Co. Grievance Re. Dept 722,” “In the Matter of an Arbitration Dispute Between Canadian Westinghouse Company Limited and United Electrical, Radio and Machine Workers of America, Local 504.”

## **Conclusion**

What can today's activists learn from UE's experience with the grievance arbitration system in its formative years? This history teaches us the importance of adopting a collective and political approach to the handling of grievances and arbitrations. Workers have to build shop-floor power with active and dense steward structures. UE strove to have as low a worker to steward ratio as possible, and considered stewards to be political leaders in their departments. Grievances have to be understood as part of the broader struggle that workers are engaged in to advance their rights in the workplace. The outcomes of successful and unsuccessful grievances and arbitrations have to be publicized, as UE did through publications and leafleting, to counter the individualizing and personalizing tendency of grievances. In particular, UE's experience should make us reconsider the current widespread practice of treating grievances as confidential procedures. And workers and their union leaders should be prepared to engage in work stoppages to enforce contractual rights and accept that there will be legal consequences to those actions. They should also make the right to strike during contracts a part of their proposals for labour law reform.

Finally, today's unionists should move beyond UE's practice to develop clear contract enforcement strategies. Although UE had a militant approach to contract enforcement that included aggressive filing of grievances, publicity, and apparent support for workers who engaged in work stoppages, there is little direct evidence that the union had a coherent strategy that combined these various elements. This is particularly true with respect to work stoppages. It appears that the UE leadership, in contrast to the leaders of most other unions in this period, was prepared to support workers who engaged in work stoppages. But did the union have an overall strategy, either at the local or the district level, as to how strikes would be used as part of contract enforcement? It is not clear that they did. As unions consider how to respond to the many challenges they face in the twenty-first century, they should think about how their ultimate weapon can be deployed to enforce their workplace rights as well as to win new ones.