These photos show the newly formed EEOC compliance committee. From left to right are: Sr. Asst. Bus. Mgr. Mert Walters, Roger Stalcup, Ray Shepherd, Terry Scott and Dorothy Hill.

The E.E.O.C. and Seniority

One of the most sensitive problems in the collective bargaining relationship is the concept of seniority. The type of system is important to the worker for it establishes priorities in regard to lay-off, promotion, demotion, transfer, choice of work assignments, shifts, vacation dates, etc. Over the years much effort has gone into the development of carefully worded seniority systems in labor contracts and employees have viewed these as investing them with “rights” which cannot be altered.

It is with no little anguish that both Companies and Unions have discovered that they must struggle again to redo seniority systems to bring them into compliance with Title VII of the Civil Rights Act of 1964 including complementary state Fair Employment Practice Acts and federal Executive Orders.

Since the effective date of the Act (July 2, 1965), not much has been done on a broad scale to revise seniority systems because there was no real court tested guidelines for compliance and much foot dragging has occurred. Most employers and Unions have tried to correct situations in hiring practices, but now the courts through a series of actions over the last four to five years have begun to develop principles which are being used by the E.E.O.C. to gain voluntary agreements with employers to provide adjustments in promotional and other employment practices to make restitution for past discrimination. It has been ruled in a number of court cases that even though a seniority system may be neutral on its face, it may perpetuate prior discriminatory acts and this is unlawful. Title VII outlaws discrimination in employment practices on the basis of race, color, religion, sex and national origin. Note: It is not limited to hiring practices but employment practices.

Three essential provisions of the Act (703(a), 703(c) and 703(h)) are pertinent to the issue of discrimination and seniority for Companies’ and Unions’ negotiating seniority agreements: (a) relates to unlawful practices by a Company, (b) relates to unlawful practices for a Labor Union and (h) states “it shall not be an unlawful employment practice for an employer to apply different standards of compensation or different terms, conditions or privileges of employment pursuant to a bona fide seniority system.

(Continued on Page Six)

Unit 2211 Members Make Gains

On June 13, 1973 members of Local Union 1245 employed by the Bureau of Electricity of the City of Alameda voted to accept the results of negotiations between the Union and the City. The memorandum of understanding executed between the parties will run for a period of 30 months, from July 1, 1973 to June 30, 1975, and provides for the following improvements.

Wages
2) Improvements in the method of compensating employees who lose time on work stoppage orders.
3) A 4.5% general increase effective 7/1/73.
4) Effective 1/1/73 and 1/1/75 general increases in amounts necessary to maintain the Linesman’s rate of $6 per hour above P.G.E.

Fringe Benefits
1) An increase in the life insurance coverage for employees from $5,000 to $7,000 ($10,000 to $14,000 AD & D) fully paid for by the Bureau.

(Continued on Page Seven)

YOUR Business Manager’s COLUMN

THE GRIEVANCE PROCEDURE

L. L. Mitchell

When the news media seeks out a labor relations expert for their reports on a recent labor dispute, then the expert probably has a labor relations degree. These are the people who are well versed in the mutual respect relationship between management and labor, because they usually center upon the differences between the parties relating to collective bargaining disputes and strikes. These are important and in the eyes of the public the rate the headlines, but more important is the mutual resolution of problems in the day to day relationship through a grievance procedure usually provided by the collective bargaining agreement.

Why is it so important? The worker wants the opportunity to be able to have his opinions about the problems on the job expressed and be given consideration. He also wants to know that he cannot be thwarted by those of his immediate supervisors when his case has some degree of merit and the lower level pays no attention.

To the average member a good working grievance procedure is as important as the Union’s right to exist. When the process fails to fulfill the expectations of those in the work place, these frustrations can often be the underlying causes of unnecessary bargaining disputes and strikes.

The bargaining agreement is the daily guide for solutions of many problems and both the worker and the foreman would like to see the rules spelled out in black and white. But, human relations do not always fit exactly into specific niches which can be covered by indisputable contract language. Despite the expertise of the bargainers or those who write the language of a contract, all job problems cannot be foreseen and all facts are not identical in each problem which crops up.

The supervisor who demands explicit language and will not admit a grievance exists unless some explicit contract section be quoted to prove the point is building trouble which is bound to come to a head either on the job site or in future bargaining sessions. Pen up frustrations over legalisms in grievance processing have before and will in the future show up in rejections of bargaining settlements which would under other circumstances be accepted without incident.

(Continued on Page Two)
Pension Benefits

PART VII

Another feature of a Pension Plan is a Survivor’s Option or Joint Pension Option. Under this feature, employees of Southern California Edison in Los Angeles, Some of the highlights of the plan are as follows:

Retirement Plan

1. Contributions of employees under age 60 must be based on a 5-year average base salary for 30 years of service plus 1/2 of the rate for years over 30 and less than 35.
2. The Social Security offset is reduced from 100% to 50% of the cost of basic dental and other orthodontic care with a maximum annual benefit of $500 per insured family member.
3. Supplemental Pension formula will provide 50% of the highest 5-year average base salary for 30 years of service plus 1/2 of the rate for years over 30 and less than 35.

Dental Plan

1. The company will pay for a dental plan for employees and dependents that will cover 50% of the cost of basic dental services, excluding braces and other orthodontic care with a maximum annual benefit of $1000.
2. The Social Security offset in the Dental Plan will be reduced from 75% to 50% of the cost of basic dental services.
3. Contributions of employees under age 60 will be reduced from 75% to 50% of the cost of basic dental services.

Group Life Insurance Plan

1. Contributions of employees under age 60 will be reduced from 50c to 45c per month per $1000; effective 7-1-75 rate for employees under age 60 will be reduced from 45c to 40c.

LOCAL 47 AND SOUTHERN CALIFORNIA EDISON SETTLE

LOCAL 47 AND SO. CAL. EDISON SETTLE

LOCAL 47’s membership ratified a new 5-year Benefit Agreement with Southern California Edison Co. in Los Angeles. Some of the highlights of the plan are as follows:

Retirement Plan

1. No reduction of accrued benefits down to age 62, then 3% per year from age 62 to 60 and 4% per year from age 60 to age 55.
2. The Social Security offset in the Supplemental Pension formula will be reduced from 75% to 50%.
3. Supplemental Pension formula will provide 50% of the highest 5-year average base salary for 30 years of service plus 1/2 of the rate for years over 30 and less than 35.
4. Retirements permitted as early as age 55 at employee option.

Group Life Insurance Plan

1. Contributions of employees under age 60 will be reduced from 50c to 45c per month per $1000; effective 7-1-75 rate for employees under age 60 will be reduced from 45c to 40c.

YOUR BUSINESS MANAGER’S COLUMN

THE GRIEVANCE PROCEDURE

(Continued from Page One)

A grievance procedure, to be successful, must be based on a "realistic" policy of interpreting the contract and the agreement. People will not put forward any complaint as a grievance. This does not mean that the Company gives in to "personal vendettas." A policy of considering grievances on a mutual basis is the best way to maintain harmony. People are not going to put up with any kind of "dick" on the part of all those in grievance processing to avoid technicalities to gain advantages not intended by the parties when they bargained and wrote the language of the agreement.

It seems to me that somewhere along the line "legalism" of the grievance procedure on the property of our major employer has been substituted for the "realism" of practical resolution of differences at lower levels of the grievance procedure. If grievances are to be adequately handled, they must, in the main, be handled by those closest to them. This "home rule" works much better than the absentee decision making which does not always look at the humanistic needs, and the crossing of T’s and dotting of I’s doesn’t impress any body. Speedy settlement is almost as important as the settlement itself. Even an adverse decision with plausible reasons is preferable to a long, drawn-out decision. But, if the extent of grievances are to be handled on a general basis, the Company must be willing to give in to "personal vendettas." A policy of considering grievances on a mutual basis is the best way to maintain harmony. People are not going to put up with any kind of "dick" on the part of all those in grievance processing to avoid technicalities to gain advantages not intended by the parties when they bargained and wrote the language of the agreement.
This photo shows Executive Board member Tom Conwell, left, presenting “Smiley” Barr with his 50 year pin.

C. A. “Smiley” Barr

Brother Barr received his 50 year pin at the Sacramento Unit meeting, Unit No. 3911, on July 18, 1973. Tom Conwell, Northern Area Executive Board member, presented the pin and scroll to “Smiley” Barr. Business Manager L. L. Mitchell, and Business Representatives Jack McNally and Charles Robinson were also in attendance at the Unit meeting.

We only have to spend a few hours talking to someone like “Smiley” to fully realize what our Union has accomplished over the years and it is a great privilege to honor a man like Brother Barr, who has spent a major portion of his life working on behalf of his fellow worker.

C. A. Barr actually joined the IBEW in 1915, but his card was either lost or lapsed so the official record shows him joining Local 36 on Nov. 15, 1923.

He was introduced to the Electrical Industry when he went to work for Redding Electrical Co. as an apprentice and later on as an electrician rewinding motors and transformers, and general wiring. Following this he worked for California-Oregon Power Co., The Telephone Co., Martin Construction Co., all in line construction. He returned as an electrician to Southern Pacific that the great strike of 1922 took place. After the strike he moved to Sacramento and went to work for the old Great Western Power Co. For the next six years he worked as lineman, trouble shooter and even as Division Plant accountant.

In 1930 Great Western merged with P.G.&E.; he again returned to the books as a lineman. Later he served as a troubleshooter and service dispatcher. He also worked with the engineers evaluating the P.G.&E. system prior to the take-over by SMUD. In 1947 he joined SMUD as a line supervisor. He was appointed assistant general foreman in 1950 and held that job until his retirement.

Brother Barr was always a strong union man, having served his unions very well over the years. In fact he held every position of trust in Local 36 including those of Financial Secretary, President, Treasurer, and Business Manager during the 30’s. He also served as a member of the Executive Board of Local 1245.

Having been born in 1890 “Smiley” claims too many years and too many poles have slowed him down just a little, but he seems extremely sharp to us.

We extend our congratulations and best wishes to Brother Barr for continued good health and many more happy years.

Editor’s note: The following portion of this article was written by James F. Wilburn, the chairman of Unit No. 111 Fresno.

R. B. “Dick” Guilberson

Today there are many who receive benefits the union bargains for without paying for them. Yesterday union members often had no contractual benefits, unless threats of dismissal can be considered benefits. They maintained their membership and paid dues as a matter of principle. Richard B. “Dick” Guilberson was one of those members. Dick served as an officer, working without pay.

Dick joined Local Union 169 of IBEW August 21, 1923. He was careful who he told of his membership, as there were many jobs where union members weren’t welcome. He worked for San Joaquin Light and Power and Pacific Gas and Electric Company for 36 years. His local had no contract with his employers. Dick often heard that union members would be dismissed.

During the late thirties and early forties, Dick served as Financial Secretary of L.U. 169. He approved all the electrical workers for the Friant Dam job. He worked out of his home and he collected dues and kept membership records current. He dispatched his membership to work from the Sierra to the sea. His wife, Byrene, lived through this with grace and stoicism. When Dick was at work, men often contacted her. There was no pay for all this work; it was part of the office.

It can’t be said all that work was for nothing. Just compare the contracts we work under today. If it hadn’t been for early workers like Dick we wouldn’t have savings plans, medical plans, dental plans, life insurance, premium over time pay, vacations, and job security. Plus the contracts, we have through the unions, eye and ear clinics and a $1,000.00 life insurance policy. There is also a firm of attorneys available for free legal advice.

Since opportunities to honor men like Dick are few and far between, we hope to have a considerable turn out for his testimonial dinner. It will be August 18 at 7:30 p.m. at the Airport Marina Restaurant, 5115 E. McKinley, Fresno. The cost is $4.75 per person including tax and tip. Holders of honorary withdrawal cards are invited so more of Dick’s friends may attend. Bring your wife, too.

A representative of 1245 will present Dick with his fifty year pin because he retired from our local. For reservations, send your check to James F. Wilburn, 1398 N. Millbrook, Fresno, California 93703 by August tenth.

E. Shackleford

E. Shackleford, to be awarded a 60 year pin, was initiated into the IBEW, Local 100 in Fresno August 12, 1913 where he served his apprenticeship and became a journeyman electrician. He worked for California-Oregon Electric Co., then transferred to Pacific Gas & Electric. He also worked for Valley Electric which merged with San Joaquin Light & Power before that company was merged with the Pacific Gas & Electric Co.

Shackleford transferred to Local 250 (now defunct) in San Jose and while in that jurisdiction served as President for one term of office. He then traveled about the country booming from one local meeting to another until 1924 when he went to work for P.G.&E. as a maintenance electrician in San Jose Division. In the early 40’s he transferred to Vaca-Dixon substations where he worked for three years before transferring to San Rafael in North Bay Division. He worked his way up to electrical technician and then to Substation Foreman which he held until retirement on October 1, 1959. His IBEW membership was transferred to Local 1245 when the local was chartered in 1941. Brother Shackleford has requested that he be allowed to be given his award by a member of Local 100, his home local, and this request will be granted. He will be in attendance at the dinner in Fresno honoring Brother Shackleford, and Fred Hardy the B.M. of Local 100 will make the presentation. We wish to thank the Fresno group for making possible the granting of Brother Shackleford’s request.

R. D. Johansen

Brother Johansen joined Local 595 IBEW on May 9, 1923, in Oakland, California. He kept his card in Local 595 while working for P.G.&E. at Station A in Oakland.

In 1932 Johansen went to work for the City of Alameda and transferred his card into Local 50. Brother Johansen was very active in that Local and served on the Executive Board from 1933 thru 1941. In 1952 the members of Local 50 working for the City of Alameda were transferred to Local 1245.

Johansen served as the President of the Southwest Section of the International Association of Electrical Inspectors in the early 50’s. He retired from the City of Alameda in 1966.

Brother Johansen still lives in Alameda, but unfortunately, he is not well and will be unable to attend a Unit meeting to receive his pin and scroll. The award will be made at his home by the Business Representative and some of Johansen’s friends.

H. J. Breen

H. J. Breen originally joined Local 111, IBEW in February of 1920, but he went on strike in October of 1920 and eventually dropped his card while he was working in the mines. He belonged to the Mine Workers and worked in the mines until they went on strike in 1922. He rejoined the IBEW when he was initiated into Local 50 on December 12, 1923.

Brother Breen went to work for the Key System in Alameda in 1923 and worked there through 1929. He worked for Paragraph Paint Co., which was non-union and he organized the workers and it became a union shop. Brother Breen was transferred to the Mare Island yard in 1937 and worked there until he went to work for P.G.&E. in 1941.

Brother Breen worked at the Los Plumas Powerhouse as a temporary employee. He transferred to the Shell Building as an electrician in Hydro maintenance out of Emeryville. He worked there until 1947 when he transferred as an electrician to Red Bluff and later Chico.

Breen retired on December 1, 1961, and still lives in Chico. He will be awarded his pin and scroll at the August 15th meeting of the Chico Unit.
Transit District Involved in 14th Consecutive Maintenance Awa

On April 1, 1973 some of our members awoke to find they were no longer employed by the Sacramento City Transit Authority. It was on this day that the Sacramento Regional Transit District assumed or consumed the old Transit Authority. This action ushered in a new era of mass transportation for the Greater Sacramento area and some outlying communities.

The new "R.T.", as it is referred to, promises to do many things bigger and better than ever before. Several weeks prior to April we were flooded with all types of advertising regarding a "25¢ Love-A-Fare." This of course referred to a new rate to be charged for any distance on any bus. In the past they used zone fares which resulted in a much higher rate. Riders under 23 or over 65 may ride for only 15¢.

With the expanded service and plans for additional routes "R.T." has also had to purchase 22 additional air conditioned coaches, plus lease some older ones. As a result there are plans to hire some additional 6 or 7 people in the maintenance dept. This will bring more opportunities for advancement for our brothers. Some of the new positions will be that of apprentice mechanic. It is a recently negotiated classification and it is an indentured program registered with...
This photo shows more participants of the award dinner.

Our membership is very proud of their record of achievement in winning 14 consecutive Fleet Maintenance awards. The winning of this internationally recognized award is even more important when we realize it is based not only against other companies, but more importantly against their own record of the past year.

The competition is quite extensive. They are competing against all National Bus Operations, and all fleets such as trucking cabs, etc.

The award is especially significant this year because they earned the award while working under very difficult conditions. A new garage was built on the existing site which means other workmen in the way and some equipment "down-time."

The management of the District wishes to express their appreciation to our members in the maintenance dept. and considers them the unsung heroes of the "R.T."

Local 1245 has a Union Shop agreement and this continues to be something that each member points to with pride.

We wish all our brothers and Regional Transit much success in their new endeavor.

This photo shows, from left to right, John Rodger, Bob Sinar, Dennis Winch, Earl Allison, David Helmer, and Vernon Flannery as they pose on the tram for the downtown mall.

Sally Nunez, Charlie Robinson, Bus. Rep., and Richard

Some of the members and their wives are shown enjoying the Fleet Maintenance Award dinner.

The Board members of the District are shown at the head table of the dinner.

The E.E.O.C. and Seniority
(Continued from Page One)

or merit system, provided that such differences are not the result of an
intention to discriminate because of race, color, religion, sex or national
origin."

On its face 703(h) specifically permits difference and nothing in the
Act indicates an intent to outlaw or to adjust for discriminations which
existed prior to effective date of the Act. (Despite this, a number of courts
have decided to make "retroactive application" by stating that otherwise
local seniority systems are to be frozen past discrimination.)

Retroactive Application

The principle of "retroactive" application of the law was clearly estab-
lished in the first Title VII case heard by the Supreme Court. The case
was Griggs vs. Duke Power and Chief Justice Burger in his statement of
the case said in essence that under the Act practices, policies or procedures
which appear to be nondiscriminatory cannot be maintained if they operate
to "freeze" the status quo of prior discriminatory practices. In other
words, some corrective action is necessary.

At least three different philosophies or interpretations of Title VII
appear when researching the Act as it relates to corrective action. The
three different approaches are: "status quo," "rightful place" and "freed-
mon now."

1. The "status quo" approach would leave everything as it was before
passage of the Act, except for the discriminatory hiring practices. The
"holding right" of employees in classification seniority and lines of pro-
gression would be maintained.

2. "Rightful place" is where bids for openings are on equal tenure or
on the basis of full length of service. They could not bump or displace
a junior employee, but in the future bids would be made on the basis of
Company requirements rather than job or department seniority. Thus, minori-
ties and whites can use accumulation of seniority in competition to remedy
the subordinate competitive status which discrimination might have pro-
duced.

"Freedom now" is where the person suffering discrimination is en-
titled to immediately claim any job that his seniority would normally
entitle him to, even though this would require displacement or bumping.

The answers to the question of what constitutes a "bona fide" seniority
system is the key to interpreting Section 704(h). This is where the courts
have been exercising judicial decision to force adjustment of seniority
systems. The "rightful place" approach has been emerging through these
court decisions as the way to go.

Space does not permit an analysis of each of the court decisions and
the inference and impact of the decision itself. However, we will list some
of the court cases and the general subject area covered by the decision,
should you want to research some of the cases yourself. The cases provide
for seniority carryover and rate recovery to recover of court costs.

The cases listed below are the "landmark" decisions:

Griggs vs. Duke Power—Seniority
Reed vs. Lorraine Co.—Seniority and rate retention and back pay
Clark vs. American Marine Corp.—Seniority and rate retention and back pay
U.S. vs. Bethlehem Steel Corp.—Seniority and rate retention and back pay.
18,000 employees
U.S. vs. Virginia Electric Power—Seniority and rate retention and back pay
Long vs. Georgia Craft—Seniority and rate retention and back pay
Quarles vs. Philip Morris—Seniority and rate retention and back pay
Hicks vs. Crown Zellerbach—Seniority and rate retention and back pay
U.S. vs. Papermakers and Paperworkers, Local #189—Seniority

In light of the above court cases, hopefully the membership will under-
stand that changes are necessary in order to fulfill the requirements of
the law. Item number (5) of Section 703 of Title VII states it shall be
unlawful for a Local Union to cause or attempt to cause an employer to
discriminate against an individual in violation of this section.

Local 1245 Members Can Be Affected

We are no longer looking at what is happening to some other Union
and Utility in some other part of the country. Your workplace and your
contract is being scrutinized by the E.E.O.C.

Discrimination Existed

The E.E.O.C. has stated that the combined group of all gas and electric
utilities throughout the country had a very poor employment discrimination
record compared to other major industries. Their figures show that utilities
had a poor record relative to Spanish surname Americans, blacks and
women.

The above mentioned facts, according to the E.E.O.C., were the basis
for the Utility Industry being one of the E.E.O.C.'s first targets in the
strict enforcement of the Civil Rights Act.

The E.E.O.C. is to enforce the act in a very stringent manner. They
allowed the industry to try to correct their problems, but according to
William Brown, the Chairman of the E.E.O.C., "lacking, is a sense of
urgency" and "programs in the Utility companies are, with few excep-
tions, too limited in scope and too passive in implementation to保证
ante fair employment." Brown made these remarks relative to partici-
pation rates in employment practices at a hearing held in late 1971 on
Utility discrimination. These were the only E.E.O.C. hearings that studied
a single industry.

New Power

The E.E.O.C. has gained a great deal more power in the last two years.
It is true that they did not have the right to direct court action and
the individual or the Justice Department had to go to court, but in 1972
Congress amended the law and the agency has the right to go directly
to the Federal Court themselves. They have increased their staff of trial
lawyers from a meager 35 to approximately 235 and will probably file
20 to 30 new cases each month.

The agency's budget has doubled in the last two years and contained
in President Nixon's 1974 budget was an increase of 50% to $47 million
for the E.E.O.C. This was done while other agencies' budgets were being
Cut, Nixon stated that "The protection of each citizen's civil rights is one
of the highest priorities."

Compliance Will Come

The increase in budget and staff, combined with the right to go to court,
will make the E.E.O.C. a tough taskmaster. If quotas are necessary to cor-
rective action, in the future the number of minorities in the community,
then quotas will be put into effect. Brown prefers to call them "numerical remedies" but it is just another way of saying numerical remedies.

The E.E.O.C. should not necessarily be characterized as a monster. They
are merely enforcing the law of the land. The agency does offer "technical
aid" to those companies which are interested in voluntary action. (P.G.&E. is one of the companies who utilized this service.) Very few utilities are using the service and lawsuits appear to be the only way to
force action.

Departmental Discrimination

In many companies the minorities who are hired have been placed in
the low paying jobs that have no line of progression or at best a limited line
of progression.

The discrimination claims also go well beyond the limits of bargaining
unit employees. The lack of minorities and women in top positions, as well
as in middle management and first line supervision, has been noted and
also included in most E.E.O.C. recommendations for corrective action by
Utility companies.

P.G.&E. and E.E.O.C.

P.G.&E. was in the list of Utilities invited to testify at the special hear-
ings previously mentioned. PGE's efforts have been notable since passage
of the Civil Rights Act as compared to many other groups. Due to this
effort there should be less problems than there would otherwise be. They
did send representatives to Washington, D.C. to present their views, as did
certain other Utilities. Later the Commission sent out a Technical Assist-
ance Group to San Francisco to review with P.G.E., their Affirmative Ac-
tion Program. The Group reported on their findings to the E.E.O.C. and
P.G.&E. submitted a rebuttal pointing out a number of errors in the analysis
made by this Technical Assistance Group.

Local 1245 was informed of these happenings and that the F.E.P.C.
was also reviewing P.G.E. to make a report at a hearing to be held by the Fair
Employment Practices Commission (the state agency) in San Francisco.
Local 1245 was also contacted by a representative of the F.E.P.C. and
an interview was held to discuss the seniority systems in our contracts
and suggested areas they felt should be reviewed.

Subsequently, a proposed voluntary agreement was submitted to P.G.&E.
by the E.E.O.C. containing provisions which they asked P.G.E. to accept
"for the purpose of further developing a mechanism for providing equal
employment opportunities..." Cern the E.E.O.C. has the right to go directly
to the provisions in conflict with provisions of the bargaining agreements.
P.G.&E. responded with a draft of their own which they submitted to the
E.E.O.C. L.U. 1245 was given a copy. The P.G.&E. is still discussing
this development and a voice vote is not expected to be concluded. They have also submitted proposals to Local 1245 for adjusting the
seniority system to meet what they feel is required by Title VII as
stated by the E.E.O.C.

Compliance Committee Established

An E.E.O.C. Title VII Compliance Committee composed of four employee
members has been established to work with the Business Manager to re-
view relative court decisions, E.E.O.C. recommendations submitted to
P.G.&E. and other materials. See page one for names and photos. The Local
has a positive obligation under the law, as stated by Section 705(c)(3) of
Title VII, and will have to work with P.G.E. to make adjustments in the
seniority provisions which will meet the requirements of E.E.O.C., or we
can be forced by court for women and minority group wage changes.

The Compliance Committee is attempting to include membership proposals
for change along with the revisions which must be made if we are to get
the most equitable seniority system and still meet the spirit as well as the
letter of the law.

Pension Benefits

(Continued from Page Two)

Now let's apply this Section to a male journeyman employed by P.G.&E.; who: 1) retired on April 1, 1973, 2) was 65 years old, 3) had 28 years of credited service, 4) had a wife who was 62 years old and 5) selected the 100% option.

Based on these facts the journeyman's pension benefit would amount to $397.46 per month. Going now to the Special Provision G table, under the 100% Option Election in the first column on the left we find age 65 for the joint pensioner. Now go across to the third column from the left, we find the factor for the Female Joint Pensioner. The pension benefit ($397.46) is multiplied by the factor (.736) which equals the amount of pension ($292.09) which is the benefit both would receive for life.

If this same journeyman selected the 50% option, his pension ($198.73) is multiplied by the factor (.848) which would provide him with $168.53 per month as long as he lives. When he dies his wife would receive 50% of his pension ($151.57) for the rest of her life.

As another example let's take a female Clerk B employed by P.G.&E.; who: 1) retired on April 1, 1973, 2) was 62 years old, 3) had 28 years of Credited Service, 4) had a husband who is 65 years old and 5) selects the 100% Option Election.

Based on these facts the B Clerk's monthly pension would amount to $204.92. Going now to the table under the 100% Option Election, in the first column on the left we find age 65 for the joint pensioner. Now go across to the fourth column from the left, we find the factor for the Male Joint Pensioner. The pension benefit ($204.92) is multiplied by the factor (.822) which equals the amount of monthly pension ($168.38) which is the benefit both would receive for life.

As noted in Special Provision G there are other Percentage Option Elections available, such as 75%, 25%, etc.

Also take note that the Joint Pensioner does not have to be a spouse, and that the option is available in the event of early retirement.

A Joint Pension or Survivor's option provides a means of taking care of the survivor in marriage or other partnership. However, there are social problems with the benefit. The election of the option may create problems in the dissolution of marriage as the election is usually irrevocable after retirement. One hundred and seventy-six thousand, two hundred and ninety-nine.

William E. Bricker Jr.

from General Construction, could have won $50.00 if he had noticed his Union membership card number in the June issue of the Utility Reporter. This month's number is as well hidden as it was last month. Don't miss it, read your Utility Reporter.

LOOK FOR YOUR CARD NUMBER

Bargaining Roundup

PACIFIC GAS AND ELECTRIC COMPANY

Gas Street Department:

It appears that this committee has completed its work. No agreement has been reached. Possibly this item will be held over until general negotiations.

Truck Operators—P10:

No change since last report.

Marysville Gas Load Center:

Meeting held with Company on July 6, 1973. Assistant Business Manager John Laverder and Donald Patrick exchanged various material and ideas with Company and Union will study material given to them for possible future discussion.

Technicians:

James Wilburn and Bob Murray met in Union office with Dave Reese, Business Representative, and went over material submitted by the various Technicians in an effort to prepare a proposal to send to the Company on the updating of the Apprentice Communications Technician Training Program.

General Construction/lines of Progression:

Civil Gas & Hydro: Committee met and prepared another draft for presentation to the Company.

Field Office Operations/Process Centers: No change since last report.

Consolidation of Gas Meter Shops:

CITIZENS UTILITIES COMPANY OF CALIFORNIA


CALIFORNIA-PACIFIC UTILITIES COMPANY (Winnemucca District)

Union and Company will exchange proposals in the early part of August.

MT. WHEELER POWER, INC.

Negotiations completed. Commissioner Garvey from the Federal Mediation and Conciliation Service office in Salt Lake City assisted Union and Company committees in reaching an agreement on wages and contract language. The Agreement is for a term of one year and provides for a 7½% to 8% wage increase; additional holiday; fully paid medical; better vacation benefits; too allowance; rest period; better overtime provisions; monetary adjustment in various classifications. This was the first agreement, so naturally it contained all the basics toward development of a good labor agreement. Contract was approved by a unanimous vote of the membership.

X-RAY ENGINEERING COMPANY

Tentative agreement has been reached. Another session has been scheduled to iron out final language.

Unit 2211 Members Make Gains

(Continued from Page One)

City of Berkeley

The start of negotiations was delayed by the fact that the City Council was unable to select its labor relations consultant until some time after negotiations should have started. However, the Council, due to this fact, did pass a resolution which will make the results of negotiations retroactive to July 1, 1973. The first meeting between the parties was held on July 10, at which time the Union explained and elaborated on its proposals. The Union's negotiating committee consisting of Shop Steward John Hall, Business Representative Veodis Stamps and Senior Assistant Business Manager M. A. Walters is awaiting the City's reply to these proposals.

City of Oakland

Effective July 1, 1973, Local Union 1240's members employed by the City of Oakland received a 5½% general increase, together with an eight dollar per month increase in the City's contribution to the health insurance program, (total contribution now $41 per month) and a two dollar per month increase in the employee's contribution for the employee's dental insurance program (total contribution now $46 per month). Also gained were the observance of four hours on Christmas Eve and New Year's Eve as holidays, an agreement to review salaries for Helpers at a later date, and to work towards the establishment of a grievance procedure prior to January 1, 1974. Union's negotiators were Shop Stewards Cecil Jackson and James Rowley, together with Business Representative Veodis Stamps.

It appears that this agreement took on after two rejections by the membership. The second rejection turned down an offer containing provisions which would have provided for additional increases, as justified by a salary survey to be conducted by the parties. However, the membership declined to take economic action to support this second rejection, and the City put the general increase and increased contributions for hospital and dental insurance into effect unilaterally. The negotiating committee executed a memorandum of understanding in order to protect the other gains.

Alameda/Contra Costa Transit District

Effective 7/1/73 members of Local Union 1245 employed by the District received a 5.5% general increase, together with an increase in the District's contribution for dental insurance for employees and their dependents of $4.67 per month, and an increase of $12.50 per month. The foregoing was the result of a 2 year agreement negotiated in 1972. The Electrician's rate effective 7/1/73 is $8.69 per hour, which includes 36c per hour resulting from the cost of living provisions contained in the current Agreement.
The Safety Scene

Will You Be Next?

October 16, 1972
A line crew had completed opening a 12KV corner with live line tools and the foreman was descending the pole when his right gaff broke out of the pole. The line took control approximately 20 feet to the ground. The injured sustained a severely bruised right foot.

October 12, 1972
Double Fatality
On this date Brothers James O'Shea, age 57 (welder), Robert Pearce, age 37 (maintenance helper), and Paul Shaw, age 27 (ACO), were given a job assignment to install a steam trap on a 115 line at Contra Costa Power Plant.

The job site was located in a 3 foot deep by 4 foot square pit in a brick firehouse that sits apart from the main plant. The work was completed and the tools and equipment were put away. Brother O'Shea was in the pit inspecting the weld job when a moisture separator on a 6", 200 lb., 450 steam line cracked and burst open. This line was adjacent to the line the men had been working on, and Jim was standing right next to it. The other two employees were above him, watching Jim make his inspection.

Brother O'Shea was killed instantly. Brother Pearce received 3rd degree burns to over 40% of his body and succumbed to his injuries on the night of November 2, 1972. Brother Shaw received 3rd degree burns to 15% of his body and was released from the hospital on November 1, 1972.

November 3, 1972
Fatality
Brother David White, age 32, was killed instantly as a result of an electric contact on a 480 volt line.

The deceased, a Troublemaker, had responded to a customer's call regarding a 40-hp agriculture pump. He was subsequently observed by a neighbor hanging upside down in his body belt on the transformer pole.

It appears he made contact to the 480 volt line, as the fingers on both hands received 4th degree burns.

A line crew in the area responded to the call for aid, and removed Brother White from the pole. The crew administered artificial respiration and cardiac massage until they arrived at the hospital where he was pronounced dead at 12:40 P.M. November 3, 1972.

Job in progress involved converting triangular construction to cross-arm construction to accommodate installation of 12KV riser and cutouts.

The Linemen had installed the riser and were in the process of uttering the center (kingpin) phase when the accident occurred. An employee was attached on the side of the pole where the injured Lineman was working and while in the act of utting the tie wire he made contact with either the ferrule of the hot stick or the tie wire itself and the top of the wet pole.

The current subsequently went down the pole, through the down-guy to the injured's hip that was resting against it, and out through his feet.

The injured received minor burns to the areas of hip and feet.

November 22, 1972
While in the process of opening a 60KV switch a Troublemaker slid his left hand down the handle to a point where the control rod attaches to the handle, catching his left index finger between the two pieces of metal.

The finger was crushed to such an extent that it was necessary to amputate it between the first and second joints.

November 24, 1972
An Electric Department employee was attempting to uncover a faulty underground service when he suffered a back muscle strain.

He was digging a trench between the house and a sidewalk and, due to the awkward position of the job, was unable to stand in the trench itself. As he started to straighten up with a shovel full of dirt the shovel caught under something in the trench, causing the strain.

November 27, 1972
While breaking out concrete for a tower footing in a substation, an employee drove the paving breaker "Gad" through a concrete encased underground service when he suffered a back muscle strain.

November 3, 1972
Fatality
Brother Manuel Carvalho, age 57, was fatally injured while working on an excavation in San Francisco when a loaded ten-wheel dump truck slid down a hill into the area where approximately 12 men were working.

Another employee sustained internal injuries, a broken leg, broken arm, and head injuries.

December 27, 1972
While attempting to "jumper" a battery on a stalled Gas Department truck, the employees on the job had two trucks parked face to face.

The injured employee was standing between the vehicles when the running truck slipped into gear, pinning him between them. He had just pulled it up to sag and was preparing it with the proper grip when the "knob" pulled out of the pole. This action pulled the injured backward and off the ladder to the ground.

February 1, 1973
Fatality
Job in progress was to transfer 12KV triangle construction.

The two workmen were tying-in the ridgepole phase when this contact was made. The Apprentice Lineman had finished tying in his side and had passed the "hand" (five-line tool) to the journeymen. The Apprentice then swung around, apparently to move the handline, and contacted the metal pin bracket with his right hand.

He injured himself on his fingers and insole of left foot.

February 5, 1973
Fatality
The following series of events led to the death of Brother Robert Brush, age 30.

Two light crews were sent out to pull in a common neutral wire across Almaden Expressway and Braham Lane in San Jose.

One crew set up on the pulling end with a power take-up reel and the other crew was on the opposite end of the line with a single reel dolly.

They were using a 1/2-inch rope line with which to pull the line in.

When the passing truck snagged the rope line it pulled it up, dragging the dolly and the men along.

On the other end of the job a passing truck had caught the overhead rope and had gone approximately 100 feet before stopping. The crew cleared the truck and the Foreman then went to the location where Bob's crew was working to see if everything was OK. There he found the Lineman and Apprentice working over Bob.

Since no one saw what actually happened, following is what is assumed to be the cause of the accident.

When the passing truck grabbed the rope line it pulled it up, dragging Bob and the excess rope lying on the ground with it. At approximately 25 feet up Bob fell clear of the tangled rope striking his head on the dolly on the way down. It is known that he must have gone as high as the phone level, as he was clawing a telephone drop in his hand.

TRAFFIC FATALITIES INCREASE

Motor-vehicle travel and traffic deaths continued to increase in 1972. Preliminary reports from the National Safety Council indicate 1.25 billion miles were traveled in the United States alone, an increase of five per cent over 1971.

Partially because of the greater number of miles traveled, the actual number of accidental traffic deaths was three per cent higher in 1972 than in 1971. The number of million mile drivers, however, was 4.5, the lowest rate on record.

In 1971, 1.10 million lives were lost in 23,556 traffic deaths. The largest number of people killed in motor-vehicle accidents were between 15 and 24 years old. The fewest number of people killed in 1970 was 25. The highest number of people killed in 1970 was 50 and over.

By region, the mid-Atlantic states were the only ones to have a decrease in the number of deaths. All other regions had an increase in the number of deaths ranging from one-half of one per cent in New England to a whopping 13 per cent increase in the Mountain States.

The greatest increase of accidental vehicular death involved bicycle accidents in which 1,300 people were killed. The total represents an increase of 29 per cent over 1971.

But, though the numbers, categories, and interpretation always change, the total always gives the number "dead." That number, approximately 56,300, is the highest annual total in history—even surpassing the number of American soldiers lost in 12 years of the Vietnam War.