

New SMUD Agreement

Members of Local 1245 who work for the Sacramento Municipal Utility District ratified a new agreement between Union and Management August 12th.

The new accord provides for:

A GENERAL WAGE INCREASE of 3.25 per cent for all weekly rated employees, the increase to be rounded to the nearest 5 cents on the weekly rate of pay.

WAGE ADJUSTMENTS of \$2.25 a week for the classifications of Auto Mechanic, Senior; Body Fenderman; Hole Digger Operator and Mechanic Welder. Also wage adjustments of \$2.20 per week for Warehouseman, Senior and Auto Mechanic; and \$2.10 per week for the Warehouseman

classification were applied before the 3.25 per cent general increase was made.

AN INCREASED HOSPITALIZATION PREMIUM PAYMENT by the District of \$1.17

(Continued on Page Two)



utility reporter

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Tower Tragedy Kills 2, Injures 2



The mobile crane is framed by a twisted tower leg, top, and the crane's boom, bottom. The other tower leg is shown laid out from its footing at right.

An accident on a tower line under construction outside of Chico has resulted in the death of two members and injuries to two others. Mason Willis, a Towerman from Gerber; and Lloyd D. Keith, an Apprentice Towerman from Winters were killed in the tragedy. Injured on the same tower July 16th were Antonio Ruiz of 796 E. 5th St., Chico and Leslie Smith from San Jose.

The line under construction is designed to be an integral link in the Pacific Northwest intertie.

The tower on which the four men were working is located 3½ miles southeast of Chico. Brothers Keith and Willis were "buckled in" at a height of 65 feet on one tower leg. Brother Ruiz and Smith were on the other leg.

A mobile crane was placing the cross bar on the structure at a height of approximately 100 feet when the accident occurred. The crossbar had been bolted to one tower leg and the cross bar was being aligned with the other leg, through the use of a set of grips and chain hoist. As this was being done, a sharp crack was heard and the crane boom, cross bar and tower legs twisted to the ground, carrying the men with them. The least-injured of the men had his belt cut during the fall and apparently was thrown free.

Investigation into the tragedy is continuing.

YOUR Business Manager's COLUMN

By Ronald T. Weakley

On the collective bargaining front, members on three properties have ratified the results of recent negotiations.

The Sierra Pacific Power Company requested a special opening of the current two-year Agreement in order to handle some operating problems. We agreed to enter negotiations and the results are reported elsewhere in these pages.

On the U.S. Bureau of Reclamation, a one-year Agreement resulting in wage and working condition improvements was ratified. A one-year settlement was also ratified at the **Sacramento Municipal Utility District** which produced money gains and other benefits. Results at U.S.B.R. and S.M.U.D. are also covered in this issue of our paper.

Credit is due all participants in these negotiations, including the Committee members off the job, the Business Office representa-

Sierra Members Ratify Interim Pact

Acting on the request of the employer for an unusual opening of the current two-year Agreement to meet some problems of serious import to both parties, Union's Negotiating Committee — consisting of employees Elva Gill, Robert Newberry, Leland Jones and Enrico Peluso; Business Manager Ronald T. Weakley; Assistant Business Manager L. L. Mitchell; and Business Representative Roy D. Murray — met in collective bargaining sessions with the Sierra Pacific Power Company's Negotiating Committee members on July 9 and 10 and reached tentative agreement upon interim Agreement changes, subject to ratification by the membership.

Amendments to the Agreement, and other matters agreed upon by the Committees, were the following:

(1) New "Hours of Work" Section to provide for hours changes required by direction of public authorities:

New Section 6.8(c)—

The regular hours of work established herein may be changed by Company at the request or direction of public authorities, provided, however, that before any such change is made, Company shall discuss it with Union. Company shall not be required to pay overtime compensation by reason of any change made as provided in this Section.

(2) New "Hours of Work" Section to provide for hours and schedule changes for various other reasons:

New Section to replace present Section 6.9—

A. Company may schedule employees to work for periods of eight (8) hours at other than their regular hours in any of the following situations:

1. The maintenance or repair of a steam generating plant, hydro plant or substation, and emergency repairs to hydro plant canal systems.
2. Work involving cleaning debris from the water intake of a hydro or power plant.
3. Restoration of the Valley Road Gas Plant to operating condition and the production of gas.

(Continued on Page Seven)

New U.S.B.R. Contract

BY MARK COOK

On Friday, July 31, 1964, negotiations between the United States Bureau of Reclamation and Local Union 1245 were concluded and a tentative agreement was reached, subject to ratification by the Union's membership. The Union's negotiating committee headed by Assistant Business Manager M. A. Walters included Ralph W. Henderson, Shasta Field Division; George R. Thompson, Folsom Field Division; William H. Pietz and Max T. Paris, Tracy Field Division; Gordon Q. Sewell, Fresno Field Division; James C. Bair, Los Banos Construction Office; and Raymond D. Spence, Drill Crew Operations. Business Representative Mark R. Cook attended the last two sessions.

WAGES

A general wage increase of 3.25 per cent with a minimum increase of 10 cents per hour. All classifications based on a percentage of another rate will continue to be set in the same manner.

(Continued on Page Six)

Alameda City Increase Set

Alameda Bureau of Electricity employees represented by Local 1245 will receive an 3.5 per cent general wage increase effective September 1st. This will produce 13 cents an hour for Line Foremen and 12 cents an hour for Working Foremen.

Other gains included the extension of the notice given on prearranged overtime to 12 hours and a request to the Civil Service Board to increase the group life insurance policy to a maximum of \$5,000 at the employee's expense.

A 5 per cent increase will go into effect for the Gardner's classification in order to eliminate an inequity and bring him into line with the classification employed by the City of Alameda.

Union's Negotiating Committee is made up of Robert Cole, Ralph Murphy, Howard Tooley and Assistant Business Manager W. A. Walters.

Your Business Manager's Column

By RONALD T. WEAKLEY

SMUD Pact Complete

for an employee and one dependent, and \$1.64 per month for an employee and two or more dependents. This brings the District's contributions in these two categories to \$8.75 and \$12 respectively, and reinstates the contribution rate at approximately 50 per cent for all three categories.

AN ADDITIONAL HOLIDAY bringing the total to nine, eight of which are guaranteed.

THE REPLACEMENT of body belts, climber straps and pads used by all climbing personnel.

THE PROVISION of two pairs of leather gloves per year to all tree crew personnel.

A COMMITMENT to future discussions on the improvement of benefits for retired people and District participation in the payment of hospitalization premiums.

Richard Bellato, Richard Daugherty, Glenn Larson, and Victor Mitchell served on Local 1245's Negotiating Committee with spokesman Alfred Kaznowski of the Business Manager's Staff.

terests by all lawful means;"

This is a serious responsibility and it is receiving serious attention from your officers as we gear our political program toward the November showdown which will greatly affect the future of the U.S.A. and indeed, the rest of the peoples of the world.



GAR OGLETREE



FRANK ANDERSON

Two Business Representatives have been assigned to General Construction by Business Manager Weakley to improve service to G.C. members. Business Representative Frank Anderson will cover the area south from the Bay Area while Gar Ogletree will cover the northern area. Business Representative Ogletree was a G.C. Field Clerk from Davis yard prior to this appointment.

fractions are the responsibility of supervision. Those responsible for production and job planning are often only slapped on the wrist or let off when some of them should be effectively disciplined for incompetence and gross neglect when they knowingly allow or condone violation of safety rules.

Those persons are responsible to see to the protection of the lives and limbs of those in their charge. Production should be secondary to the protection of human beings from injury or death.

There will be no let-up in our Union's efforts to improve the situation on those properties where too many of our members are being carried off the job to a hospital or a morgue instead of returning to their homes and families after a day's work.

On the political scene, an all-out registration effort and maximum participation at the polls is clearly indicated if our members are to carry out the voting responsibilities which go with American citizenship.

During August and September, Local Union 1245's policy positions on candidates and issues will be crystallized and implemented. The officers of our Union are charged under our Bylaws with the responsibility to provide leadership and direction in such vital matters as the 1964 General Elections.

In order to remind everyone of the scope of this responsibility, I refer to Article I, Section 2, Subsection (1), which covers this matter and is a directive to the Executive Board provided by membership adoption of our Bylaws.

It reads as follows:

"To promote the material, social, and intellectual welfare of its members by all proper means, including, but not limited to, the following: to establish and maintain an adequate wage for our labor; to protect and aid the unemployed, distressed and sick members; to promote an education and awareness of the needs and problems of working people by participation in community activities and otherwise recommend and support such legislation as in the opinion of the Executive Board will be to the benefit of members of this Union or workmen in general, and to oppose such legislation as in the opinion of the Executive Board will be to their detriment; to recommend and support candidates for public office who in the opinion of the Executive Board will assist the objectives of this Union or of workmen in general; and generally to defend our rights and advance our in-

tives, and the membership which supported their efforts.

* * *

Now we turn to other matters. We are involved in certain interim negotiations with Pacific Gas and Electric Company regarding special problems which are subject to discussion under various enabling clauses of our current Agreements. We are also preparing for negotiations on pensions at Sierra Pacific and for our general Tree Company negotiations later this year.

Work continues on the grievance problems on PG & E which are of major concern. Assistant Business Manager L. L. Mitchell reports that some progress is being made by the Review Committee through extra meetings of the Union's members of the Committee, a number of settlements at the Review level, and some interpretation agreements which will help the situation.

* * *

On our organizing drive, I can report that significant gains have been made since we set forth this program as our major endeavor for the year 1964. We are slowly recovering from the effects of last year's "dropout" problem. We should soon build our membership rolls well beyond those of July 1 of 1963, when we were reduced in strength by some 500 members.

Our net gains since then have almost offset the defections. We are now about up to the 10,000 member figure which puts our minimum program force in phase with our service responsibilities to the thousands of loyal members we are privileged to represent.

The job is being done. My thanks go to those who have bent an oar among our officers, our full-time people, our Advisory Council Members, our Shop Stewards and our active members on the job.

* * *

Job - connected fatalities and serious injuries are causing us concern in California and Nevada. Our investigations show that in some instances, management has failed to provide a safe place to work. This is a basic responsibility of all employers.

Some unsafe practices are knowingly performed by our own members. Penalties for these sorts of violations have occurred and properly so. On the other hand, supervisors are also involved in decisions to perform work in violation of rules, laws, and proper safety practices.

We see disciplinary measures applied to our members for infractions. Yet, a double standard exists when in-

we get letters...

Dear Mr. Weakley:

We want to express our thanks + appreciation for your splendid cooperation + assistance in making our visit to Local Union 1245 I.B.E.W. a memorable one. Also we feel that you presented a clear + forthright program that was enjoyed by all.

Thanks again for the excellent luncheon at the Michado. This was quite a surprise.

Best regards to you + your associates + we hope continued success

Bill W. Hagan
L.C. 390 Port Arthur Texas

Denver
Federation of
Electric Power
Workers Union

山本 隆一 Boichi Suguchi

Bill Yamagami 岡崎 光太郎 Takayoshi Kumitani

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DIS Chief Clarifies Electrical Safety Order

TO WHOM IT MAY CONCERN

The staff of the Division of Industrial Safety has been carefully studying the provision of Electrical Safety Order 2604 (h) as to the application of this Order to persons working on energized high-voltage overhead lines from aerial buckets or baskets attached to mobile booms.

This study has included field trips in both Northern and Southern California, where actual work on overhead lines has been observed.

It must be recognized that working from aerial buckets or baskets attached to booms was not considered when Electrical Safety Order 2604 (h) was promulgated. At that time overhead lines were serviced by persons climbing the wooden pole or the steel tower.

Considering that a person on a pole or tower may be working on energized high-voltage lines with his entire body exposed to possible contact with energized conductors, depending on his working position, Electrical Safety Order 2604 (h) attempted to provide reasonable safe working conditions.

The Order required that only qualified persons shall be permitted to work on the high-voltage lines. It further required a standby workman to act as an observer for the purpose of preventing an accident to the other person who is actually working on the energized line.

While a workman is in the aerial bucket or basket, only the upper half of his body is normally exposed to accidental contact with energized high-voltage lines. However, it is the considered opinion of the Division of Industrial Safety that the use of buckets or baskets attached to mobile booms does not completely eliminate the hazard of accidental contact with energized high-voltage lines.

The Division of Industrial Safety will, therefore, require a standby workman as provided in Electrical Safety Order 2604 (h) to be in close proximity with the second person who is performing the work on the energized high-voltage line from an aerial bucket or basket.

Based on field observations, it would appear that the most practical way of positioning the standby observer in close proximity to the person performing work is through the use of double buckets or baskets attached to mobile booms. However, it would be permissible to have a workman in each of two single or double basket units or one workman on the pole or structure being worked upon and the second workman in an adjacent basket. In either case, the two workmen must be in close proximity to each other.

This letter is to supplement our letter of June 13, 1963, addressed to Local Union 1245 of the International Brotherhood of Electrical Workers, regarding qualified workmen working on and about overhead high-voltage lines.

Very truly yours
Geo. A. Sherman, Chief.

Goldwater program hits buyer aids, drug rules

By **SIDNEY MARGOLIUS**

Consumer Expert for The Utility Reporter

The 1964 Goldwater Republican platform contains a strong attack on recent advances in consumer protection. The Goldwater policy program specifically threatens the consumer-defense efforts of a number of Federal agencies and programs, but especially the Food & Drug Administration's new rules governing labeling and advertising of drugs under the 1962 Kefauver-Harris Drug Act.

Whatever protection your family has gained from the new drug law, in the form of a modest reduction in prices, greater reliability and more informative advertising and labeling, would be wiped out by the Republican promise to put an end "to power-grabbing regulatory actions, such as the reach of the Federal Trade Commission for injunctive powers and ceaseless pressing of the White House, the Food & Drug Administration and the Federal Trade Commission to dominate consumer decisions in the market place."

The Goldwater attack on consumer programs also threatens a new plan for consumer education for limited-income families now being developed by Mrs. Esther Peterson, President Johnson's consumer advisor, and a committee of Government, consumer, labor, co-op and business representatives. The budding consumer-education program promises to be helpful to responsible businessmen as well as to low-income consumers, since a family that knows how to handle money and avoid the more flagrant gouges, is able to buy more. Several officials of national business organizations are serving on the new consumer-education committee.

ALARMING ATTACK ON FDA

The attack on the Food & Drug Administration is especially alarming, since its work involves the reliability and safety of the medicines you buy for your family. The Kefauver drug amendments got a special going-over in the Republican platform committee's closed-door discussions which preceded the election platform criticism of the FDA, **Drug Trade News** reports.

The new law has been described by FDA Commissioner George F. Larrick as "the most comprehensive modernization of the national drug laws in a generation." The late Senator Kefauver's exposure of the exaggerated price tags on many vital medicines, plus the harmful effects of such incompletely tested drugs as thalidomide and triparanol, had led to the new rules despite early Congressional opposition.

The new regulations already have proved helpful, especially if you and your doctor understand how to use them.

They require that drug manufacturers must give more and clearer information on labels of both prescription medicines and household drugs sold over the counter. Most importantly, labels on prescription medicines must state the generic or common name of a drug as well as the brand name. As you know, the same drug sold under its generic name often costs only half the price as under brand names, and in some cases, as little as one-tenth.

The same sharp difference in price occurs in the purchase of household remedies. For example, a preparation for symptomatic relief of sinus congestion, hay fever and colds, widely bought under the brand name of Coricidin "D" tablets, costs \$1.53 for 24 tablets, or about 6½ cents apiece. Similar combinations of antihistamines, aspirin and caffeine, sold under their generic names, cost as little as \$1.34 per 100 tablets, or 1½ cents apiece. The money-saving technique for families is to read the list of ingredients on household medicines to see what they really contain.

Moreover, doctors and pharmacists no longer need be concerned about the quality of non-brand name drugs, if there ever was much genuine reason for such fear. The Kefauver amendments gave the FDA increased power to inspect drug factories and check on purity and quality control. These provisions reassure your doctor, and yourself, that it is safe for him to prescribe a medicine under its low-cost generic name.

MANUFACTURERS LOWER DRUG PRICES UNDER PRESSURE

At the same time, under the pressure of criticism of the prices they had been charging for medicines they control through patents, the leading drug manufacturers have been slowly reducing these charges. The reductions had been es-

Buyer's Bailiwick

pecially noticeable on such important drugs as tetracycline, a frequently-prescribed antibiotic. When the labor and co-op press ten years ago first called public attention to the unwarranted high prices of these drugs, they generally cost 50 cents a pill or capsule. Now the retail price of the brand-name versions more usually is 30-40 cents (although still costing about 25 per cent more than tetracycline under its own name).

The Federal Trade Commission also has been helpful in trimming the cost of vital medicines. Recently the FTC directed Charles Pfizer & Co., one of the largest manufacturers, to stop fixing the price of tetracycline. The result was a 20 per cent reduction in the wholesale cost. The FTC charged the Pfizer's patent control of tetracycline was based on misrepresentation, and the company was ordered to license any other drug company that wants to manufacture the drug and is willing to pay Pfizer royalties.

NOT JUST SAFE, MUST BE EFFECTIVE

The regulations governing effectiveness of new drugs also have been improved. Prior to the Kefauver-Harris amendments, the FDA lacked authority to prevent the marketing of new drugs which may have been safe, solely on the grounds that they had not been shown to be effective. Now, proof of effectiveness as well as safety must be supplied. In fact, another provision of the drug law which becomes effective in October, requires the FDA to review the effectiveness of even drugs which have been on the market for the past 25 years.

Despite the Goldwater platform attack on the FDA, the new regulations required by the drug law have demonstrated their benefits to American families and to doctors. This is shown by the number of letters drug manufacturers have sent to doctors in recent months advising them of previously-undisclosed contra-indications and side-effects of some new drugs, plus the fact that some existing drugs recently have been withdrawn from the market, such as Parnate, Orablix and others.

Here's the Week that is



UNION LABEL WEEK September 7-13 1964

UNION LABEL AND SERVICE TRADES DEPT., AFL-CIO

Good Things Come in Pears

Mrs. Christine Groppe
University of California
Home Economist
for Alameda County

Were not coining phrases... we're stating facts. Good things do come in pears. In fact, during this 1964 season good things come in pairs of pears. This is one of the most outstanding Bartlett pear crops in California's history, and you know California provides most of the Bartlett pears for the entire country.

The size of the pears averages smaller this year, but the quality has never been better. They are the size children love. They much prefer one small pear to a section of a large one.

THANKS TO THE PADRES

The pear industry reports an interesting history of the fruit. Franciscan padres introduced pears into California by planting them in mission gardens. Pears are an ancient fruit. They have been traced to middle Asia centuries before Christ. It is believed that even Stone Age men had pears. Greeks grew them at least by the 9th Century B. C. when Homer heralded them as "a gift of the gods." It was the Roman legion who transported pears to the temperate regions of the Old World.

Pears crossed the Atlantic 150 years before the American Revolution, and eventually found their American home in the fertile growing areas of the Pacific Coast.

WHEN

Peak of Bartlett pear season comes in August and runs into September, and in some areas... and some seasons... they are available through October and even later. In other words, we are due for a long and happy pear season.

HOW

The color of Bartlett pears may range from green to a bright yellow. If you plan to serve them within a day or two, select yellow pears that yield to gentle pressure from the palms of your hand. But never pinch pears; pinching causes brown spots.

Green pears are picked when they are fully mature, and they will become every bit as full-flavored and juicy as those you buy yellow-ripe. Keep the green pears in the market paper bag... the one you carried them home in. Close the bag loosely and let the pears ripen at room temperature (65 to 72 degrees is ideal). When they have turned yellow and "give" slightly in your hands, put them in the refrigerator until ready to use. Don't hold pears too long or they lose some of their delicate flavor and texture.

If you prefer, you may store green pears in the refrigerator for a week or more. Take them out to ripen two or three days before using.

WHAT IS PROPOSITION 14 AND W

What is it?

Proposition 14 is the number assigned to the proposed amendment to the Constitution of the State of California which would legalize bigotry in housing and prevent the Legislature for all time from legislating in the field of fair housing.

What does it say?

The complete text of the amendment is as follows:

• • •

"The People of the State of California do enact the following constitutional amendment to be added as Section 26 of Article I of the Constitution of the State of California:

"Neither the State nor any subdivision or agency thereof shall deny, limit or abridge, directly or indirectly, the right of any person, who is willing or desires to sell, lease or rent any part or all of his real property, to decline to sell, lease or rent such property to such person or persons as he, in his absolute discretion, chooses.

"Person" includes **individuals, partnerships, corporations** and other legal entities and their **agents** or representatives but does not include the State or any subdivision thereof with respect to the sale, lease or rental of property owned by it.

"Real property" consists of **any interest** in real property of **any kind or quality**, present or future, **irrespective** of how obtained or financed, which is used, designed, constructed, zoned or otherwise devoted to or limited for residential purposes whether as a single family dwelling or as a dwelling for two or more persons or families living together or independently of each other.

"This Article shall not apply to the obtaining of property by eminent domain pursuant to Article I, Sections 14 and 14½ of this constitution, nor to the renting or providing of any accommodations for lodging purposes by a hotel, motel or other similar public place engaged in furnishing lodging to transient guests.

"If any part or provisions of this Article, or the application thereof to any person or circumstance, is held invalid, **the remainder of the Article**, including the application of such part or provision to other persons or circumstances, **shall not be affected thereby** and shall continue in full force and effect. To this end the provisions of this Article are severable."

• • •

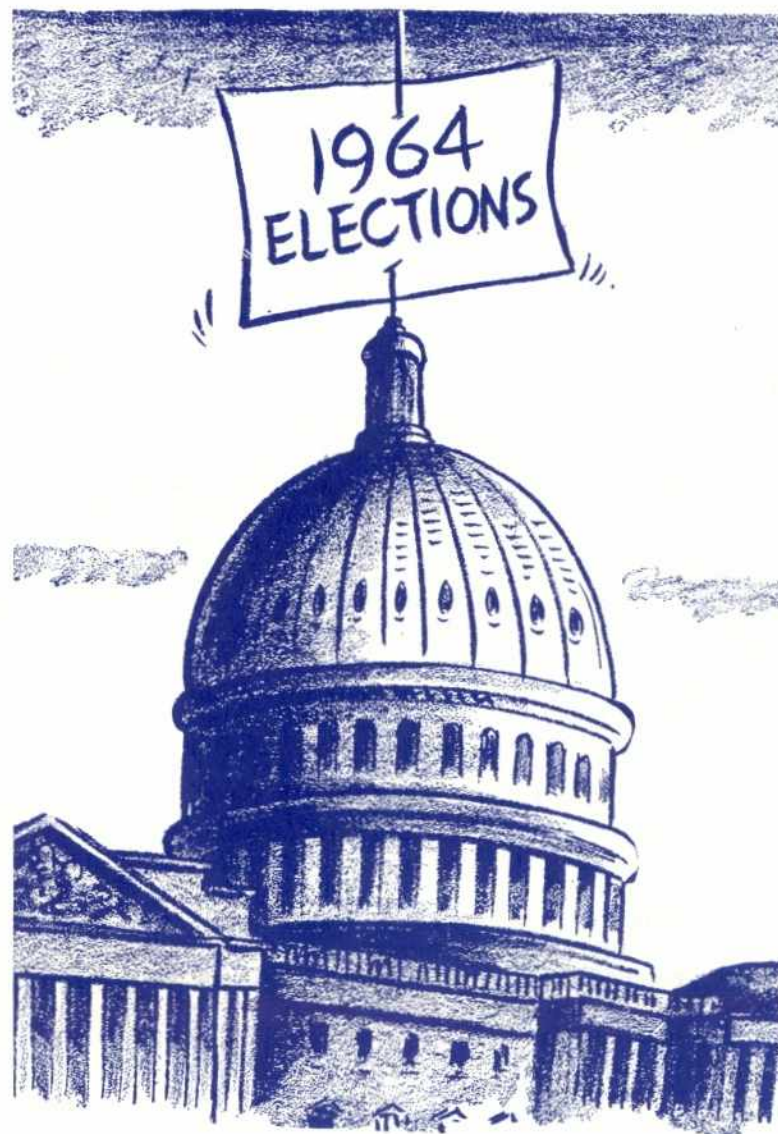
The bold-faced paragraph above says in essence:

"Neither the State nor any . . . agency thereof shall deny . . . the right of any person . . . to decline to sell . . . (real) property to such person or persons as he, in his **ABSOLUTE DISCRETION**, chooses." The bold-faced paragraph is all that will appear on the ballot. This is enough, but the ensuing definitions go even further.

The "person" who has "absolute discretion" in the disposal of his "real property" is not just an individual like you or me, but also includes partnerships, big companies, other legal bodies, or agents (such as real estate agents) or representatives of same. In fact, the only body which seems to be excluded is the State of California or any of its subdivisions.

"Real property" is not just a house or lot. It includes "any interest" in real property of "any kind or quality" no matter how it is financed. But Federal Housing Administration financing would be denied to California if this segregation amendment went through.

Weatherwane



What would it do?

Sources of government financing would dry up November 4th if Proposition 14 were passed November 3rd. This is simply because Executive Action is carrying out public policy in this field of equal opportunity and Proposition 14 flies in the face of America's public policy.

It not only offends the public policy of the United States, but also proposes to prostitute the Constitution of the State of California and violate the Constitution of the United States.

"All men are by nature free and independent, and have certain inalienable rights, among which are those of enjoying and defending life and liberty; acquiring, possessing, and protecting property; and pursuing and obtaining safety and happiness."

The foregoing is Article I, Section 1 of the Constitution of the State of California. This section appeared in its present form in the Constitution of 1849. Not 1949—1849!

Yet people who would run on the platform of the past conveniently forget these Inalienable Rights defined by the 49ers and seek to desecrate the Constitution of the State of California with a crippling, 1964 amendment which would appear as Section 26 of Article I. No Section 26 has ever been adopted; Section 26a, dealing with Prohibition, has been repealed (we gather).

It might be well for those who long for the so-called good old days to cherish some of the foundation stones of our republic and to learn from the unfortunate experiences of our past. Then nostalgia would be tempered with an historical sense.

Prohibition was proposed by a vocal minority too. It, too, denied large numbers of people. It was followed by a rise in

WHAT WOULD IT DO TO CALIFORNIA

violence and bloodshed. Most significant, the element which gave these people an opportunity to satisfy their needs during Prohibition, came from the economic underworld.

If we deny our constitutional responsibility to give our fellow Americans an opportunity to satisfy their needs, the element of their leadership will no longer come from those dedicated to Christian principles of non-violence, but will come from the political underworld.

Whatever the relationship of the proposed Section 26, which places property rights ahead of human rights, to the present Section 1, which places human, "inalienable rights" ahead of property rights, Section 3 is quite clear. It says:

"The State of California is an inseparable part of the American Union, and the Constitution of the United States is the supreme law of the land."

Section 21 of that same Article 1 is also interesting. It says:

"No special privileges or immunities shall ever be granted which may not be altered, revoked, or repealed by the Legislature; nor shall any citizen, or class of citizens, be granted privileges or immunities which, upon the same terms, shall not be granted to all citizens."

Proposition 14's wording immediately would prevent the Legislature from acting to take away the special privilege the proposition itself provides to those who now own real property—not those who are interested in "acquiring, possessing, and protecting property" but those who already have it.

Only those who now have property will benefit from Proposition 14, because you have to have property in order to obtain "absolute discretion," and the "absolute discretion" of present property owners might prevent you from ever "acquiring, possessing, and protecting property" as is your inalienable right under Article I, Section 1 of the Constitution of the State of California.

So Proposition 14 proposes, it would seem, to set up a special privilege group of present property owners, and grants them immunity from the alteration, revocation or repeal of same by the Legislature because Proposition 14, being an amendment to the constitution, can only be corrected by a further amendment to the constitution requiring another vote by the people of the State of California.

Is it unconstitutional?

The proponents of Proposition 14 are out to set up a special group of present property owners who would be granted "absolute discretion." They are seeking to weave into the State Constitution a section which clearly contradicts other sections and the spirit in which they were written. And in classic irony, they are using (or abusing) a democratic instrument as their vehicle.

Proposition 14, because it is framed as an amendment, cannot be held unconstitutional under the State's Constitution.

However, Section 3 quoted above, is applicable because it states the "Constitution of the United States is the supreme law of the land."

All these things come together in the opinion of the California Supreme Court on this matter. The Court's opinion was:

"Although there are some grave questions whether the proposed amendment to the California Constitution is valid under the Fourteenth Amendment to the United States Constitution, we are of the view that it would be more appropri-

ate to pass on these questions after the election, should the proposed amendment be adopted, than to interfere with the power of the people to propose laws and amendments to the Constitution, and to adopt or reject the same at the polls."

The 14th Amendment to the Constitution of the United States says in part in Section 1:

"No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

One of the great strengths of this democracy is the right to petition and vote on a proposed change. The great enemies of democracy are apathy, ignorance and fear. When a vested interest group uses this strength to play upon any or all of these weaknesses, the results can be fatal to democracy.

We do not say the law will rid us of fear and ignorance—the bases for prejudice. But we do say the law should not dignify prejudice. And bigotry should not be sanctified in the Constitution of one of the most enlightened States of this Union.


The heart of the matter

We may never completely eradicate bigotry. It takes maturity, peace of mind, and a willingness to accept people as individuals, on their real merits.


The lines of communication between the Negro and white leadership in the community are just being built, so it is not surprising that many of us have no communication at all.

But we can prevent a rift from being driven between us. We can do that on November 3rd. You will not be alone in the voting booth. You will have your conscience with you.

For the heart of the matter is your own.



the utility reporter



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NID Meets Sept. 2nd

Local 1245's Committee will meet with management of the Nevada Irrigation District at Grass Valley on September 2nd to discuss working conditions and wages on this Sierra Nevada property.

Assistant Business Manager M. A. Walters is in charge of Local 1245's organizing drive and representation program. Delays and legal barriers have slowed progress to date but both the N.I.D. members and the Union Business Office are determined to gain every improvement possible despite these time-consuming factors.

The Nevada Irrigation District is the first irrigation district to be organized within Local 1245's jurisdiction.

Welcome!

The following new applications were received in the office between June 29 and July 24, 1964:

NEW -A- MEMBERS

Michael Boswell
Thomas A. Boyd
Walter C. Carnahan
Ronald D. Legg
Jerry J. Saul

NEW -BA- MEMBERS

SAN JOAQUIN

Timothy N. Bedford
Johnny H. Isaak
Dale F. Nelson

COAST VALLEYS

Kathleen Rose Billeci

PIPE LINE OPERATIONS

Ray Steven Cartwright
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CALIF. PACIFIC UTILITIES

Elmer L. Frankel

SAN JOSE

Peter J. Ames
Donald P. Anderson
John C. Barnes, Jr.
Richard D. Biggs
Michael R. Branch
Gerald A. Fernandez
William J. Gassenberg
Donna Harrison
Jerry Kerstulovich
James W. Kilcrease
Carl B. Makela
James R. Managh
Helen L. Miller
John L. O'Brien
William R. Pinkston
Larry G. Price
Albert Earl Randall
Sonja R. Romera
Carl J. Rossi
Joseph Roza
James Vernon Smith
Dennis Takaoka
Alan Tucker
Kurtis P. Vanderbundt
Harry A. Welton
Donald C. Wieseman

EAST BAY

Gene A. Ball
Normie Jay Carlson
Clem Cervenka, Jr.
George F. DeCesare
Leo C. De Marco
Josephus Burton Graham, Jr.
Bruce M. Herbert, Jr.
Fred Hill, Jr.

(Continued next month)

The features "New Stewards," "Retired Members" and "In Memoriam" will return next month.

New Contract on U.S.B.R. Region 2



Negotiating sessions with the United States Bureau of Reclamation, Region 2, have been completed. Shown in one of the sessions are, at left on Union's Negotiating Committee: Ray Spence, Drill Crews; Business Representative Mark Cook; Max Paris, Tracy; Assistant Business Manager M. A. Walters; Bill Peitz, Tracy; Ralph Henderson, Shasta; George Thompson, Folsom; and Gordon Sewell, Fresno. Employee delegate

(Continued from Page One)

CLASSIFICATIONS

Classifications established during interim, to be included in wage schedule;

CANAL PATROLMAN	\$2.54 per hour
FOREMAN II, ELECTRICAL TESTING (112 per cent of \$4.09)	\$4.58 per hour
POWER PLANT OPERATOR, SEMI AUTOMATIC	\$3.66 per hour

INCREASE:

All FOREMAN II now at 109 per cent to 110 per cent; this applies to AUTOMOTIVE MECHANIC; BUILDING and GROUNDS MAINTENANCE; DRILL; ELECTRICIAN; LINEMAN; MECHANIC, DAM OPERATIONS; PLANT MECHANIC; PUMPING PLANT OPERATIONS; UTILITY MAINTENANCE, and POWER PLANT SHIFT SUPERVISOR III.

FOREMAN III, CANAL MAINTENANCE (120 per cent of \$3.03) \$3.64.

FOREMAN III, GENERAL CAMP OPERATION and MAINTENANCE (114 per cent of \$3.66) \$4.17.

It was also agreed that the wage differential for WEED CONTROL EQUIPMENT OPERATION would include oil spraying, burning, and the cleaning of rigs.

APPRENTICESHIP

This provides that appointments to the local apprenticeship committee shall be made upon recommendation of the UNION.

GRIEVANCE PROCEDURE

One of the most important gains negotiated was the revising of the grievance procedure.

1. Reduces the number of steps involved and provides means for increased opportunity for joint exploration of facts.
2. Sets forth those appeal procedures which are covered by prescribed regulatory policies outside the grievance procedure.

James C. Bair of the San Luis Unit is not shown in this picture. On the right hand side of the table we see management representatives Bruce Chadwick of Folsom; H. W. Thomson, Tracy; Jeff Nielsen, Fresno; Bill Boardman, Sacramento; E. F. Sullivan, Sacramento; R. G. Howard, Sacramento and Felix Dashen, Shasta.

cedure of the AGREEMENT and provides that employees affected shall be notified of their rights to representation.

3. Clearly states the UNION'S right to take up a grievance on its own and sets forth the procedure for doing so.
4. Sets definite time limits on all steps of the grievance procedure.

ADDITIONAL UNDERSTANDINGS

It was agreed that prior to having employees detailed into REGION 2 to perform work normally performed by employees covered by the AGREEMENT, a pre-job conference would be held between THE UNION and THE BUREAU.

It was agreed that at any installation where the UNION believes that problems or injustices over temporary promotions or appointments exist, a meeting will be held between the UNION REPRESENTATIVE and the INSTALLATION HEAD to review the procedures being used and to explore means of correcting any injustices which may exist. If the matter remains unresolved, the UNION would then take it up at the REGIONAL OFFICE level.

The BUREAU agreed to make available the amount of overtime worked and how distributed, upon request.

It was agreed that LABORERS should not be utilized to assist CARPENTERS or PAINTERS and that UTILITYMEN would be the lowest classification used.

It was agreed to establish the classification of MECHANIC (HEAVY DUTY) MAINTENANCE) on the DRILL CREW to perform welding on DRILL CREW equipment and vehicles.

It was agreed that the BUREAU would conduct a survey and review of the duties and responsibilities of the KESWICK POWER PLANT OPERATORS.

It was agreed that in the event a situation arises where the UNION believes that employees are being required to perform work in a higher classification than their own, a meeting will be held between the UNION REPRESENTATIVE and the INSTALLATION HEAD and if in fact violations do exist, provide correction by reclassification, reassignment, use of dual rates or other appropriate means. If still unresolved it would then be taken up by the UNION at the REGIONAL OFFICE level.

It was agreed with respect to problems involving the situation of CANAL MAINTENANCEMEN performing MAINTENANCEMEN duties, a joint review of current position descriptions would be held in order to determine if duties were being included above what should be included in the CANAL MAINTENANCEMEN classification. In addition, a joint survey will then be conducted to determine the actual duties being performed by CANAL MAINTENANCEMEN.

It was agreed that the UNION would have ex-officio membership on the PROJECT apprenticeship committee the same as the BUREAU now has.

UNDER ARTICLE 1, SECTION 3A (NEW SUBSECTION), FOR THE FIRST TIME THE BUREAU DEFINED THE TERM EMERGENCY.

Technical changes were made in the AGREEMENT in accordance with the transfer of jurisdiction from the CENTRAL VALLEY TRADES COUNCIL to LOCAL UNION 1245, I.B.E.W.

THE EXECUTIVE BOARD authorized special ratification meetings for BUREAU members to be held between July 28 and 30, 1964. Meetings were held throughout the area and the results were as follows:

Total members present	67
Voting to accept	61
Voting to reject	6
Present but not voting	0
Void ballots	0

MOVING? (Tell Pat)



Pat Oliver

Under a new postal regulation it will now cost the Local Union 10 cents rather than five cents to obtain corrected addresses from the post office for members who have moved. This means that if a member moves and does not notify the Union, the post office will charge the office 10 cents for the incorrectly addressed issues.

Members may notify the Union by filling out and sending the form below to the Local Union:

Name.....
New Address.....
City.....
Old Address.....
City.....

Mail to: Miss Pat Oliver, IBEW Local 1245, Mail Room
1918 Grove St., Oakland, Calif. 94612

Enroll in Atomic Erg Course

The IBEW course in "Industrial Atomic Energy Uses, Hazards and Controls" is being offered to Local 1245 members living in the San Francisco Bay Area. Instructor William F. White, a Senior Control Operator at Hunters Point Power Plant, reports.

To be held at Local 1245 headquarters, 1918 Grove St., Oakland, the first class will be

Monday, September 21st and each succeeding Monday for 12 weeks at 7 p.m. Enrollment is limited to 25 members. The fee for the course is \$15 to be used to purchase books and materials which become the student's property; \$5 of the \$15 are payable upon enrollment, the balance to be paid during the course.

(TEAR OFF HERE)

Local Union 1245, I.B.E.W.
1918 Grove Street

Please enroll me in Local Union 1245's course in "Industrial Atomic Energy, Uses, Hazards and Controls."

NAME _____ PHONE _____

STREET _____

CITY _____

JOB TITLE _____ LOCATION _____

Enclosed is my check for \$15.00 for the entire fee.

Enclosed is my registration fee deposit of \$5.00. I will pay the balance during course of instruction.

safety roundup

by _____ sam casalina _____

The Tragedy of Inaction

Companies do not always learn from their mistakes. But perhaps it is because mistakes in safety do not kill companies—they kill people.

Take for example three separate, fatal electrical contact accidents which occurred recently. According to our information, the details of these accidents are as follows:

APRIL 21, 1964. An electrician working on a substation structure punching holes for platform braces "had a lapse of memory or something" (according to a State Safety Representative), and contacted a 2400

volt busbar 30 inches from where he was working and died. His working partner was operating a Whitney punch and was not, of course, in a position to render standby workman assistance.

APRIL 27, 1964. A mechanic, carrying a copper busbar, while climbing a bus structure in a substation contacted the 12000 volt lead of a station service transformer. He was electrocuted and fell from the structure.

JULY 2, 1964. A General Construction employee, work-

ing on a substation structure, accidentally climbed down into the energized side and contacted a 12,000 volt lead. This contact and the subsequent fall, killed him.

WHAT WENT WRONG?

You don't have to be a safety expert to see a pattern to these tragedies or learn from them.

These accidents reportedly lacked some or all of the following protective measures:

1. No barrier tapes or warning signs alerting the man to the hazard and cancelling the "memory lapse."

2. No barricades to physically prevent body contact with energized parts.

3. The absence of a standby workman or observer to warn of dangerous movement while the workman's mind is occupied with his job.

These are violations of protective requirements mentioned in the Company's rule book and the State Electrical Safety Orders. But, beyond these breaches of the rules, what was significantly absent from the locations where these accidents occurred, was a genuine safety attitude on the part of supervision. When a company truly wants safety, its attitude permeates all of its efforts. It must start from top management and percolate down to all divisions and subordinate personnel.

GET THE WORD

When management hands down the word to "work safe or else," and "take the time and men to do the job right," accidents invariably drop off. Our System Safety Committee realizes that this does not absolve the worker of his responsibility to work safely and observe the rules. Safety-wise, there are bound to be employees who are "bad actors." But, too often, the stage is set by management.

"ACCIDENTALLY"

All of us are concerned with the word "accidentally." Those who appear to be more concerned with the TALLY than the ACCIDENT are contributing nothing. "Lost time accident" statistics and million-hour safety awards are meaningless to widows of men who have been electrocuted.

CAN WE MAKE PROGRESS?

The above-mentioned fatalities have deeply concerned the Electrical Section of the State Division of Industrial Safety. On August 11, according to the Chief of the Electrical Section, a meeting was held with the PG&E Claims and Safety Department. The report of that meeting is encouraging. It appears that top management will review the entire Company safety program in an effort to stem the tragic loss of life.

While I have emphasized three electrocutions, the problem doesn't stop there. Local 1245's System Safety Committee feels that all activities and work procedures should be reviewed not only when accidents rise but periodically by members of management high enough on the Company ladder so that their directions will be followed.

Interim Agreement on Sierra Pacific Ratified

(Continued from Page One)

4. To provide relief in a regularly scheduled job which has been temporarily vacated by absence of an incumbent.
5. To provide public safety and the protection of Company facilities underground which may be exposed to possible damage by excavating operations performed by other than Company employees.
- B. In the event such assignment is for five (5) regular work days or less, the employees shall be paid at the rate of one and one-half (1½) times the applicable straight time rate for all such work except that if the schedule continues beyond five (5) regular work days, the employee shall be paid one and one-half (1½) times the applicable straight time rate only for the first two (2) days of any such situation, and shall upon the third day, be paid at the straight time rate for the duration of the assignment. Where the provisions of Title 10.1(a), (b), (c) or (d) or the paragraph (c) next following are applicable, such day shall not be counted as one of the premium days under this Section 6.9.
- C. In the event the employee is required to begin work in a temporary "off schedule" assignment with less than forty-eight (48) hours' notice he shall be paid at the applicable overtime rate for all work performed on the "off schedule" between the time of notice and the expiration of the forty-eight (48) hour period. Wherever possible, assignment to an "off schedule" status and the return to the regular schedule shall be made in such a manner as to provide the same number of hours off between work periods as is provided by the employee's regular schedule. Where this is not possible and a change is made with less than the required time interval, the difference between the amount of time off and the required time interval shall require the payment of an additional one-half (½) times the straight time rate or overtime rate which may be applicable.
- D. Upon completion of the work which established the temporary "off schedule" status, the employee shall be returned to his regular status and schedule. In all cases an assignment to an "off schedule" status shall not operate to deprive an employee of the opportunity to full-time employment.
- E. Except for operating employees who are assigned to supplement maintenance employees as provided in "A" above, and for employees who are assigned to relief as provided in "A" above, the employees' regular schedules of days of work shall not be changed.
- F. If any such situation extends beyond four (4) weeks, Company and Union may agree to rotate the shift assignments without additional payment of overtime for such change.
- G. The application of this Section shall in no way limit the right of the Company to establish schedules which would provide for work hours in excess of eight (8) on a work day, or more than five (5) days in a work-week.

(3) New "Hours of Work" Section to provide for rotation of shift schedules in Garage and Warehouse:

New Section 6.12—

"Operations Center" employees are listed on Exhibit D(4), and shall have work schedules as follows:

(a) They may be regularly scheduled to work any eight (8) consecutive hours, exclusive of meal period, between 7:00 a.m. and 6:00 p.m., Monday through Friday.

(b) Operations Center employees, other than those working the hours as provided in Section 6.12(a) above, may be assigned to work the hours between 3:00 p.m. and 11:00 p.m.

(c) Group schedules when required will be developed and mutually agreed upon to provide rotation of assignments and

equalization of conditions.

The change provided in Section 6.12 shall only be applicable to employees attaining "Operations Center" classifications after August 1, 1964, except that incumbents may be placed under this provision by mutual agreement between the employee and the Company.

(4) New "Overtime" Section to provide for more liberal rest period following overtime call-outs, and to provide for double-time pay when rest period requirements are not observed.

New Section 10.6 to replace present Section 10.6—

a. Any regular and probationary employee who has worked eight (8) hours or more at overtime rates between his regular quitting time and his next regular starting time, on regular work days, shall be entitled to a rest period of eight (8) consecutive hours upon completion of such overtime work.

b. Any employee who is called out for work in the period between his regular quitting time and his next regular starting time on regular work days who is not qualified for a rest period as provided in (a) above, shall, also, be entitled to a rest period under the following conditions:

1. He has worked a minimum of two (2) hours, and he has not been released from work within 9½ hours of his regular quitting time.

2. The above provision shall not apply if such work commences later than four (4) hours before his next regular starting time.

3. The rest period shall commence upon completion of the overtime work or the start of his regular work hours, whichever occurs first.

c. If the employee becomes eligible for a rest period in accordance with subsection (a) or (b) above, and the Company requires the employee to continue work into his regular work period, the employee shall be paid at two (2) times the standard rate of pay for all hours worked until he is given a rest period. If, however, the employee is not entitled to a rest period, the employee shall revert to the straight time rate at the beginning of his regular work period irrespective of whether he continues at said overtime work or changes to regular duties.

d. If the employee becomes eligible for a rest period and is called back to work during his eight (8) hour rest period, the employee shall be paid overtime compensation at the rate of pay equivalent to two (2) times the standard rate of pay for all work performed until he has been relieved from duty for at least eight (8) consecutive hours, and a new rest period will commence at the conclusion of such work.

e. Should the rest period provided in subsections (a) or (b) hereof extend into his regular work hours, the employee may be required to report for work at the end of said rest period for the remainder of that regular work period. The employee shall be paid at straight time for any portion of his regular work period which he is allowed to take as a rest period. He will in any event be paid at the straight time rate for the said regular work period.

(5) Agreement to make temporary upgrades to Ditch Patrolman for work performed regulating water at Hydro Plants:

The proposal made by Company to amend the job description of Ditch Patrolman has been withdrawn, and work performed at the Hydro Plants which is not covered by the pres-

(Continued on Page Eight)

By Fred Goetz

The Goetz family picked the wettest July in central British Columbia since 1932 for a summer vacation thereabouts. We were gone close to two weeks and it rained from the morning we left home port 'til the day we crossed back over the border into the United States at Blaine, Washington.

Nevertheless, it shall be recorded as an outstanding page of outdoor fun in the family's vacation memory book. Here's a few off-the-head notes we took on a 2,200 mile round-trip junket that took us as far north as the booming town of Burns Lake—with plenty of side trips over muddy and ribbon-thin back roads in between.

. . . A non-resident, alien fishing license in B.C. costs \$7.00; a like license for a juvenile (all under 18 years of age) costs \$1.00.

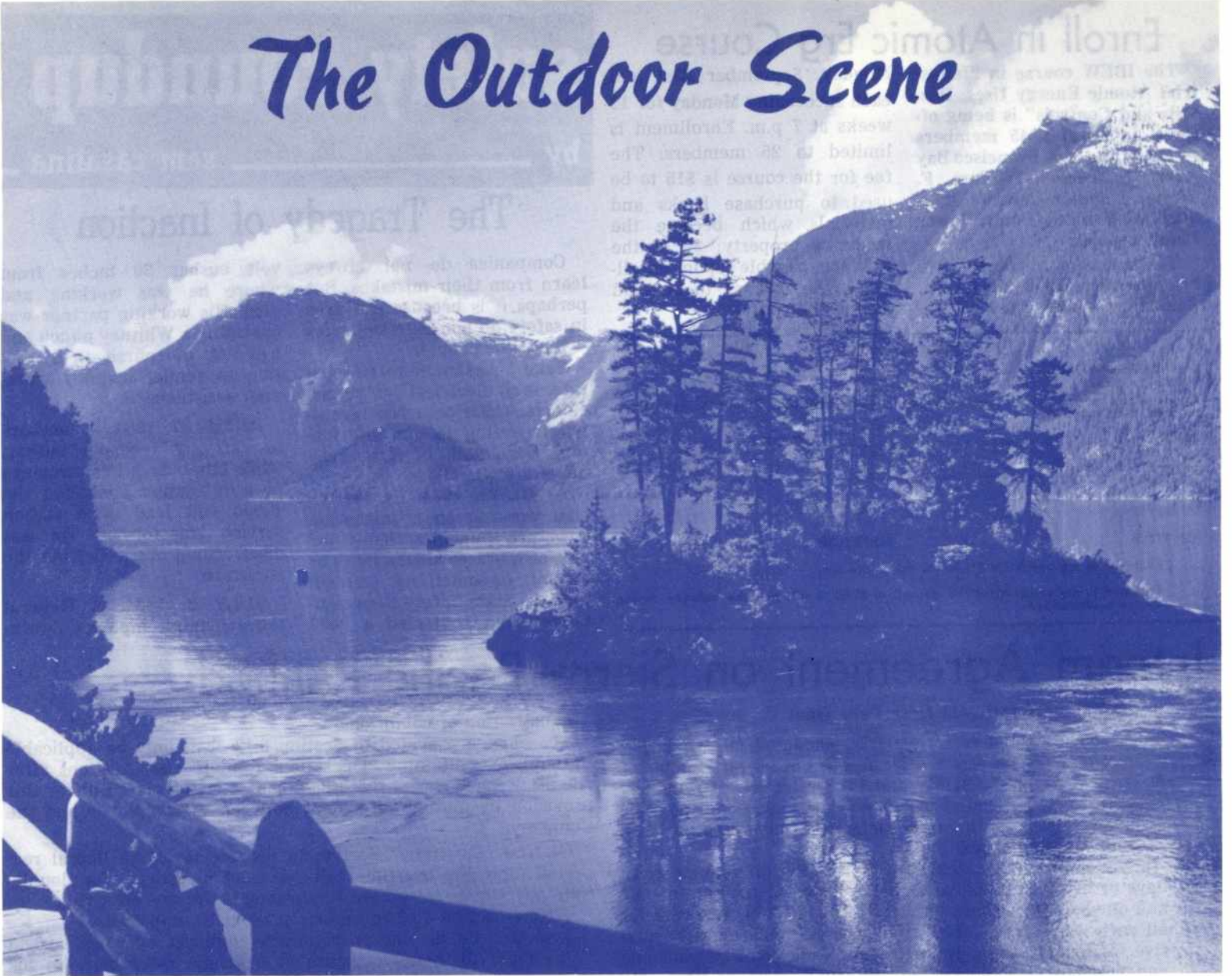
. . . Northern, off-the-beaten-track fishing resorts at which we stayed, had no electricity. We found around eight dollars per night the usual fee. Cabins were large and roomy and offered Coleman-type lanterns, wood stoves for heat and cooking, and outside sanitary facilities.

. . . People went out of their way to be pleasant and friendly: the resort and motel owners; vacationing Canadians from far-flung towns; local B.C. folk; people from all walks of life with whom we chatted in the well-appointed provincial parks and campsites.

In the Burns Lake area, where we spent most of our time, we billeted at the Alameda Resort on Francois lake, and at the Allan Blackwell "Fishing and Hunting Ranch" on Ootsa lake at Streatham. Both offered adequate boat docks with boats and motors for rent. Next trip, though, we're going to take along our boat and an outboard motor.



Daughter Karen points with pride to a 14 inch rainbow, the first trout caught on the trip. She deep-trolled spinner and worms.



The Outdoor Scene

SIERRA PACIFIC INTERIM AGREEMENT

(Continued from Page Seven)

ent definition shall be performed as Emergency Relief Operator and paid in accordance with Section 4.3(a).
At special ratification meetings held at Lake Tahoe on July 28 and at Reno on July 29, Sierra Pacific members voted by an overwhelming majority of those present and voting, to accept the results of the interim negotiations. Following notification to the employer of the results of the ratification vote, the effective date of the changes agreed upon was established as August 1, 1964.



Fred Goetz displays lake trout that hit a shallow-trolled flatfish. Jonean is at her father's side.

Are you registered to vote?

In California:

The deadline for registration is September 10th
You will have to register or re-register in order to vote in the November 3rd election if:

1. You are not now registered in your County, but you
 - (a) are able to read the Constitution in the English language and are able to write your name (except if you are prevented by a physical disability).
 - (b) will be 21 years of age on or before November 3rd.
 - (c) were a citizen of the United States August 5th.
 - have been resident in California since November 3rd, 1963.
 - were resident in your County August 5th.
 - will be resident in your precinct September 10th.
 - (d) have not been convicted of a felony.
2. You have changed your address (except that if you are already registered and have moved within your County, you must either re-register or notify your County Clerk with a Post Office Change of Address form. If you are already registered and have moved from another California County to your County you should fill out an "affidavit Canceling Prior Registration in Another County" and sign it.)
3. You have changed your name lawfully. (You should re-register if you have lawfully changed your name other than by marriage, or if you have changed it by marriage.)
4. You did not vote in the General Election held in November of 1962.

Register by seeing your County Clerk or a Deputy Registrar of Voters.

In other states the deadlines for voter registration are:

Nevada	September 26th
Oregon	October 3rd
Washington	October 3rd
Idaho	October 31st
Arizona	September 14th