utility reporter

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Court orders M.I.D. To show cause

Merced

Why, since last December, has the Merced Irrigation District refused to meet with Local 1245 in a good faith effort to reach an agreement? Why has it required its Ditch Tenders to be at home whenever they are not working so they cannot attend evening union meetings? Why did MID refuse to sell Bobby Robinson a copy of a consulting firm's recommendations on District employees' salaries?

These questions a Merced Superior Court ordered MID management to answer at a hearing here June 19th.

They were raised in a suit filed in behalf of Local 1245 by Joe Grodin. The suit charged District officials with:

- Violation of Government Code Section 3505 first by failing to meet and confer with Local 1245, then by not sending representatives with authority to bargain, and finally by refusing to sell a salary survey needed by the Local in order to represent MID employees properly.
- Violation of Government Code Sections 3502 and 3506 by arbitrarily and unreasonably requiring Ditch Tenders to remain at home all the time they are not at work during the irrigation season, thus preventing them from attending union meetings.
- Violation of Government Code Section 1227 and Civil Procedure Code Section 1892 by refusing to sell Business Representative Robinson a public record—the salary survey.

These Code Sections state public agencies such as MID have a duty to meet and confer with representatives of employees, and to refrain from interfering with their rights to form, join and participate in their Union. Public officials also have a statutory duty to provide citizens with copies of public writings if they pay the legal fees involved.

The Court ordered MID management to do its duty or show cause why it has not done so.

YOUR *Business Manager's* COLUMN

We should not Isolate ourselves

By Ronald T. Weakley

While internal activities properly command the major portion of my time, I also try to keep in reasonably close touch with other utility unions because what happens to them, has a lot to do with what happens in our house.

Two recent short contacts with some other utility people show that their problems are similar to ours.

The 10th Annual Stewards' Conference of I.B.E.W. System Council U-19 held on Saturday, June 10, in Montgomery, Alabama, was heavily attended by Stewards, their wives and children.

One would hardly suspect that these hundreds of people had recently gone through the longest strike in the recent history of the electric power industry, on the properties of the Alabama Power Company.

The Conference was ably led by Business Manager Williaw L. Hopper, Jr., who recently addressed our Joint Advisory Council and Executive Board Meeting in Oakland, as our guest.

Guest speakers at the System Council U-19 Conference included Richard R. Rapattoni, Director of Utility Operations, I.B.E.W., For-

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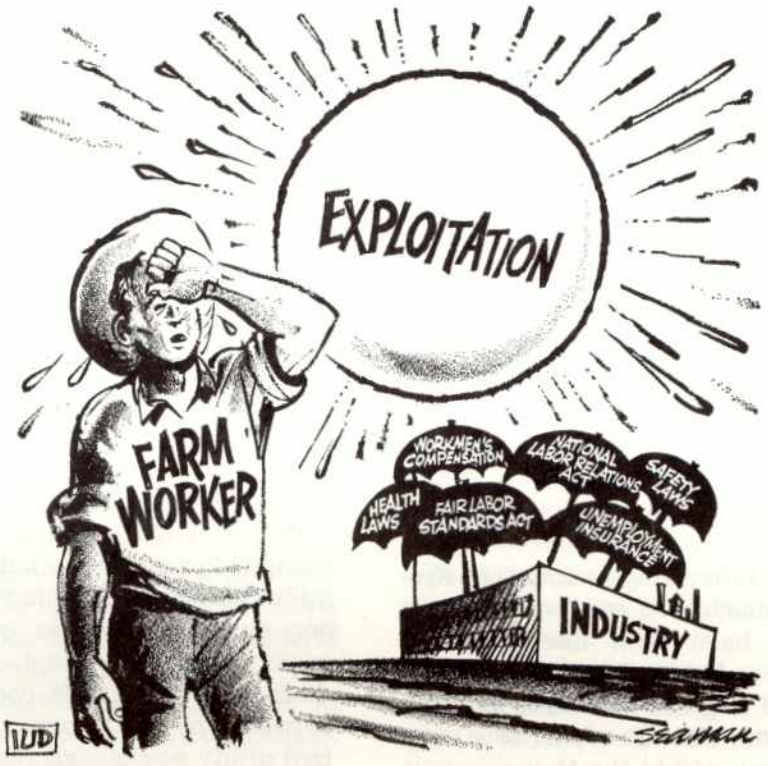
"Man, It's Hot Out Here!"



Truckee-Carson case shows Who is a 1st class citizen?

Fallon, Nevada

A Lineman is a first class citizen under labor law and a Cowboy is not.

That is one of the conclusions of an NLRB decision on Local 1245's efforts to certify a unit of Truckee-Carson Irrigation District employees.

In directing an election here in Fallon on June 23rd for Electrical Department employees, the National Labor Relations Board demonstrated its limitations in protecting agricultural workers under the Taft-Hartley Act. Under labor law, cowboys are agricultural workers.

Truckee-Carson ID officials first argued that none of their workers was protected by federal labor law because the irrigation district was a public agency. The Board, however, found the mutually owned, nonprofit operation was engaged in interstate commerce and took jurisdiction.

But it could not protect all the employees wanting a union because the appropriations rider with which Congress finances the NLRB, spec-

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BPA tries to spin off from journeyman rate

For 30 years the Bonneville Power Administration has enjoyed a good working relationship with the trade unions representing its operations employees. Now, under its recently appointed administrator, David S. Black, that long history of harmony faces a short-circuiting.

After weeks of negotiations, the Columbia Power Trades Council, representing 15 craft unions, has been unable to obtain a satisfactory wage offer from BPA. The unions negotiate with the government agency under provisions of the legislation which established the BPA Columbia River power system. It is one of the oldest collective bargaining relationships between trade unions and a federal agency.

BPA proposed a 6 per cent general wage increase for the 950 employees represented by the council. This includes members of these unions: Electrical Workers, Sheet Metal Workers, Machinists, Painters, Laborers, Lathers, Bricklay-Cement Masons, Steamfitters, Carpneters, Roofers, Operating Engineers, Boilermakers and Teamsters.

BPA also proposes, in addition to the 6 per cent increase, 10 cents an hour additional for the job classifications of electricians and linemen.

The hang-up in negotiations is over BPA's insistence on limiting the 10-cent additional to Electricians and Linemen.

This means 200 journeymen would receive a higher wage than journeymen of other skills.

Jack Kegg, Business Manager of Electrical Workers' Local 125 and

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YOUR *Business Manager's* COLUMN

We should not isolate ourselves

By RONALD T. WEAKLEY

(Continued from page one)

mer Governor George C. Wallace of Alabama; Barney Weeks, President of the Alabama Labor Council; and this writer.

Director Rapattoni covered the general picture of utility settlements, strikes, the political outlook, legal developments affecting labor, and industrial developments in utilities.

Governor Wallace delivered a provocative address on a wide range of controversial political and social matters and predicted that his move to challenge both the Republican and Democratic Parties in the next general elections would be a serious one.

Inasmuch as Wallace intervened in the Alabama Power strike and is credited with settling it, he was cordially received by the great majority of those in attendance.

It is interesting to note that Sysem Council U-19 and its constituent locals have been integrated for years and that the Conference included Negroes who serve as Stewards and who are a part of a large minority within the Union.

President Weeks of the Alabama Labor Council, AFL-CIO, paid tribute to the militance and unity of the officers, Stewards, members and wives, who stood up to a rough test and survived as an even stronger union of working people than ever before.

Those in attendance were interested in the structure, operation and bargaining history of Local 1245. Particular interest was expressed in the Local 1245-PG&E settlement, as it may serve as part of the guidelines for future gains in the general Southeast and particularly in Alabama Power, which is one of five operating companies on the giant Southern Company system.

I was cordially received and I endeavored to answer numerous questions regarding California's political picture, "Hippies," organizing programs, Steward training, grievance problems and other matters of interest to utility workers and citizens.

An ironic twist was the fact that the Conference was held in a hotel which has a total energy gas operation so that not one penny of metered revenue accrued to the pocketbook of Alabama Power as a result of the large gathering of its own employees.

Another short contact with utility people occurred recently in San Francisco when I visited the 15th Constitutional Convention of the Utility Workers Union of America, AFL-CIO, as a guest of President William Pachler and his fellow officers.

Despite the fact that the U.W.U.A. and the I.B.E.W. have engaged in some bitter battles over utility jurisdiction, including a big one on the properties of PG&E some years ago, I found a genuine desire for respectable cooperation between the two groups of organized utility workers represented by the I.B.E.W. and the U.W.U.A.

Although the I.B.E.W. Utility Branch covers a much larger group of gas and electric workers than does the U.W.U.A., it is interesting to note that the U.W.U.A. has some big utilities under contract, including the giant Consolidated Edison Company of New York, which, in many respects, is a counterpart to the PG&E Company here in California.

Among the speakers at the Convention were Dan Flanagan, Regional Director of the AFL-CIO; Al Gruhn, President of the California Labor Federation; Ted White, representing Mayor Shelley, and also the San Francisco Public Utilities Commission; Monsignor Matthew Connolly of the Apostle-

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the utility reporter

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"Overdose"

Another Blackout

On November 9, 1965, a massive power failure blacked out New York and much of New England for a considerable period of time.

It caused National concern. It had international repercussions because of our blemished world image. It also created a new concern regarding our defense posture because a great area of our country was rendered temporarily helpless.

The abilities and ingenuity of some of those who have engineered and built the greatest power systems in man's history were put to a test and the result was a calamity.

The Federal Power Commission got off the dime and began to stir because of the obvious weaknesses concerning general system reliability and the failure of protection devices within interconnected systems which were supposed to handle any such emergency.

Public concern cooled down after a bit of time. The industry promised to meet the problem and the Government backed off from imposing much stricter regulations over interconnection plans and reliability provisions.

Labor called for adequate spinning reserve, less reliance on fancy but unproved "automatic" devices, and more reliance on human brains and skills, through proper manning of generating plants and switching facilities.

On June 5, 1967, the eastern portion of the interconnected Pennsylvania-New Jersey-Maryland systems fell apart and another massive blackout resulted.

President Johnson has moved into the picture and Congress is now giving serious consideration to the enactment of legislation to see to it that system reliability will be checked out and more stringently regulated by the Federal Government.

Without going into the technical deficiences of some of these interconnected power systems, we merely note that when they don't work, the public has a right to demand that steps be taken so that they do work, or demand that such systems be disconnected by Government edict.

Our I.B.E.W. people who work in the generating plants and switching centers of the electric power industry are painfully aware of the reduction of jobs which has occurred as a result of "efficiency programs."

We are not suggesting that "horse and buggy" operations should be the goal of the industry but we believe that the quest for the elimination of capable human effort has resulted in some serious messes which serve to prove that certain engineers and managers in the industry have made some serious human errors in judgment.

Perhaps it would be prudent on the part of Congress and the Federal Power Commission to provide a proper forum for some able and experienced electric utility operators to set forth their views as to why certain interconnected power systems fall apart with the failure of equipment which replaces a human.

We don't expect to receive such an invitation because it might prove embarrassing to certain "experts" whose wives are probably stocking up on candles these days.

Nevertheless, it's an interesting thought, even if it does smack of suggestive common sense—a human form of therapy for the malady of all-out mechanization.

Can an ulcer be "industrial"?

Following is the second in a series of articles on Workmen's Compensation Law by Michael C. Tobriner, a member of the State Bar of California and one of the attorneys for the Local Union. These articles are intended to be general in nature; members are cautioned to consult an attorney if they have specific problems.

Every informed working man knows that if he is injured on the job he is entitled to workmen's compensation. He also knows, or, if he is injured, will quickly learn, that it makes no difference who is at fault for his injury—his employer, himself, a third party, or nobody—his compensation rights are unaffected.

But these basic points of knowledge are only the beginning of the workmen's compensation story. What, for example, is an injury "on the job?" What, in fact, is an "injury?" As lawyers and lawmakers have found, these questions are anything but simple. This article, and some to follow, will try to outline some of the answers that have evolved since the first compensation statute was enacted in California in 1917.

According to that statute and the cases interpreting it, the word "injury" means any physical harm whatever that arises out of employment. Although by far the greatest number of on-the-job injuries results from the sudden application of physical force—that is, from a single accident—compensation is also payable for harm resulting from disease contracted on the job or for disability produced by repeated physical stresses and strains building up over a long period of time. Thus a man may be entitled to compensation not only when there is no external evidence of his injury—no flesh wound or bodily distortion—but also—as in the case of a slowly developing disease—when he himself is not at first aware that he has become infected. Also, compensation is available when the emotional tensions and strains of work produce physical disease—ulcers and heart disease are the leading examples here.

In addition to these conventional concepts of "injury," the term as it is used in the compensation laws includes damage to artificial bodily members and to medical braces, as long, of course, as the damage arises out of employment. Injury to teeth and dentures is compensable, but damage to eyeglasses is not, unless the damage occurs as part of an injury which causes disability. And damage to hearing apparatus is not compensable.

Along with these physical harms, the term injury includes mental and emotional disturbances arising out of employment. The most common of such disturbances fall into the category "post-traumatic." This phrase refers to psychoses and neuroses brought on after, and as the result of, an on-the-job **physical** injury.

For example, suppose a taxi driver is injured in a particularly violent freeway accident, and, as a result, develops an emotional fear of driving. His physical injuries are of course compensable, and, if his emotional disturbance continues even after his physical injuries have healed, he may receive compensation for his psychic disorder. A more controversial category of on-the-job emotional disease involves psychic disorders which are not connected with job-related physical injuries. Such illnesses—as long as they arise out of the tensions and anxieties of the work situation—are fully compensable, but their connection with job conditions is often extremely difficult to prove.

To receive compensation under the Workmen's Compensation Act it is not enough to have an "injury;" the injury must be one "arising out of and in the course of employment." The phrase "course of employment" is usually interpreted to refer to the time and place in which the injury occurred. Almost any injury which befalls an employee **during working hours** is covered. Such coverage extends to acts necessary for the employee's comfort and convenience, including getting a drink of water, changing to and from work clothes, and eating meals or taking coffee breaks on the employers' premises. More importantly, "course of employment" includes travelling from one work location to another during the normal pattern of daily employment. In fact, if an employee receives wages while transferring from one permanent location to another, the time spent in making the transfer is in the "course of employment." Commercial travel, including of course travelling salesmen's extended trips, falls within the "course of employment" concept. Injuries sustained while going to and coming from one's normal place of business, however, are not compensable.

In addition, the course of employment includes social events—picnics, parties, and similar affairs—if they are organized as company or employer functions. Organized athletic activities may be within the course of employment if they are sponsored by the employer for his own benefit.

The phrase "arising out of employment" refers to the requirement that there be a causal relationship between employment and injury. The clearest example of an injury arising out of employment—and the most common of all job-related injuries—is the single trauma—the injury resulting from the sudden application of physical force. Where the force that produces such an injury is **solely and completely related to job conditions,** the injury clearly "arises out of" employment. For example, in the utility industry, when a pole collapses and a Lineman falls, or when an electrically powered machine short-circuits and shocks its operator, the resulting injuries have arisen out of employment. Common injuries of this sort in other industries include sudden back strains from lifting heavy objects and hand and arm lacerations from various types of machines. In most cases of this sort, there is no question but that the injury arose out of employment, and the employee will not have to prove that his injury is job-related.

While the injuries just mentioned almost always are found to arise out of employment, two other types of injuries are clearly excluded from workmen's compensation coverage. First, injuries which are intentionally self-inflicted are expressly placed outside workmen's compensation protection. This exclusion covers both suicide and lesser acts of self-injury. Second, any injury in any way contributed to by an employee's intoxication cannot be compensable.

Still a third type of single-trauma injury is that which results **both** from a force connected with the job **and** from some outside element. In workmen's compensation parlance, these are called "joint contribution" injuries. Under compensation law, as long as the work environment plays some minimum role in the combination of forces which causes the injury, the injury arises out of employment. (Sometimes, this sort of injury is called a "special exposure" injury. This is just another term for "joint contribution;" it refers to the situation where the employee's job makes it more likely that he will be harmed by a particular kind of danger.)

Perhaps the most common example of the joint contribution or special exposure situation is the employee who collides with another car while driving on the job. Quite clearly, the other driver's presence on the streets is part of the cause of the collision; his presence, moreover, has nothing to do with the employee's job. Nonetheless, since the employee's job, by requiring **him** to use the streets, contributed to **his** being involved—since, in other words, his employment specially exposed him to the danger of an auto collision—his injury arises out of his employment. Similarly with the salesclerk who is accosted by the angry customer or the night watchman attacked by robbers; the customer and the criminal cause the injuries, but, since selling and watching specially expose employees to these kinds of injuries, the injuries arise out of employment.

Another kind of joint contribution or special exposure injury falls into the "act of God" or "act of nature" category. Suppose, for example, a Lineman, while repairing a pole in a high windstorm, suffers a severe shock when the wind blows an electric line against him. Even though it is the wind—an act of nature—which causes the injury, the injury still arises out of employment, since the Lineman's job specially exposed him to this particular kind of danger. In the same vein, suppose a Lineman, sent to string new wires in dry, rocky hill country, sustains a rattlesnake bite. Since the job specially exposed him to the possibility of snake bites, the resulting injury arises out of employment, even though an act of nature—the snake bite—caused it.

The special exposure rule applies to California workmen sent on jobs in the San Joaquin Valley—contracting the notorious "valley fever" would arise out of employment. And finally, a frequently-cited example of this sort of injury is the bottling plant employee who is cut by broken glass during an earthquake. Since it is not just the earthquake, but the combination of the earthquake and the glass, which causes the injury, the injury clearly arises out of employment.

The next article in this series will discuss injuries developed over a long period of time by the stress and strain of work. In particular, we will be concerned with heart and back problems.

How to avoid overpriced home improvements

By Sidney Margolius

(Second in a series of two articles.)

Both Better Business Bureaus and the Federal Trade Commission have issued strong warnings recently about deceptively-sold home improvement jobs.

Especially prominent have been exaggerated claims and misleading quotations for aluminum siding. Sometime low quotes for aluminum siding have proved to be for unpainted aluminum. While the contractor does paint the siding before or after installation, this finish is not as durable as the anodized or enameled kind.

Other misleading statements have been observed in respect to the amount of siding needed. In some instances, homeowners have been fooled by what seem to be low quotations based on lineal feet. The Akron Better Business Bureau points out that in the past, it has been customary in the home-improvement industry to quote prices on the basis of a "square." This is 10 feet by 10 feet, or 100 square feet. (It takes 15-lineal feet of material, or 5 per cent more, to equal one "square.")

A Boston area firm, the Stetson Home Improvement Center, even advertised 700 square feet of aluminum siding for $310. That comes to a little over $44 a square. "The average home owner might wonder what he would do with only 700 feet," the Better Business Bureau there commented. If he needed more, as he would, he could not buy it at the same price. For all footage over 700, the price jumped to $113 a square.

Another fooler may be the gauge or thickness of the aluminum. As the St. Louis BBB explains the practice of high-pressure sellers, the company may agree with its salesman that it will advertise .015 gauge siding at $299 for 1000 square feet, but the salesmen are instructed not to sell it. The arrangement between contractor and salesman may be that they will split everything the salesman gets over $70 per square for .025 siding.

In making the sales, the salesman will disparage the low-priced siding as requiring scrubbing and waxing and likely to be dented by hail. He recommends the better siding for $2800, then offers a "discount" to $1800 on the basis that he is an "official factory representative." This will be further reduced, he promises by "bonuses."

While most of the manufacturers guarantee aluminum siding for 20 years, even these guarantees may be troublesome. If the siding proves defective, the manufacturer will deliver new stock. But the cost of installation is not covered. Thus the more important guarantee is that of the contractor. Many will guarantee a job for only one year; a few, up to three years. Even a one-year guarantee covering labor may not mean much if the specifications and contractor's obligations are not clearly spelled out in the contract.

"Complicating" improvement jobs with additional features is a frequent device for inflating prices used even by some of the more established contractors, reports John Cherveny, General Manager of Ferndale, Michigan, Cooperative Home Modernization, Inc. Like the chrome on deluxe cars, home-improvement sellers have their optional extras which raise prices inordinately.

"Here is a typical three-bid job," Cherveny says. "The specifications were for siding, 16 squares, no trim but with backerboard. The actual cost to the contractor for labor and materials for this job is $864. Company A bid $1490; Company B, $2850; Company C, $1195. Company B sold the job with 'trim work' and 'styrofoam backer,' plus storm windows and stone base around the house. Many times the customer does not need the stone base costing $300. If the customer would insist on a breakdown of the total price, item by item, the high pressure salesman would not have a chance."

The Ferndale co-op is a contracting organization started and operated by homeowners in the Detroit area to protect themselves against overcharges. Cherveny reports that the average home usually needs 14 squares of aluminum siding. He advises that .024 or .025 siding without backerboard is the best buy. The thinner-gauge .019 with lamination or backerboard is about $5 a square more. Many homeowners tend to prefer this type of rigid backerboard siding. But the light weight aluminum used with backerboard can be cut or dented by objects hitting the house. Without the rigid backerboard, the siding gives a little when struck.

There is great variation in quality, with low-quality siding, storm windows, enclosures and other materials often selling for the same price as good quality. All things being equal, good-quality siding costs the contractor $54 a square including labor and materials. Cherveny reports. The homeowners' co-op sells it for $70 a square. Three leading companies in the Detroit area charge $90 to $125 a square.

Homeowners also have had problems with contractors offering others types of siding. In a complaint against Cast-O-Brick, Inc., of St. Louis, the FTC charged that the siding is imitation stone, not genuine stone or stone in it natural state. FTC further charges that claims it will never need repainting or repairing, or is made of indestructible materials, are not true.

Cherveny warns that a tremendous amount of new siding material is entering the market, such as vinyl siding, which has not been fully tested for temperature changes, weatherizing, and other long-range stresses.

One of the most frequent areas of exploitation is smaller jobs such as gutters and roofing. Cherveny cites a charge by one contractor of $321 for 88 feet of aluminum gutters. That works out to about $3.60 a foot. The contractor's cost including labor and materials is 85 cents. Even with the usual home-improvement markup of 100 per cent, the price should have been no more than $1.70.

Homeowners even must make sure to insist on five-inch gutters. Otherwise they may get the inadequate four-inch, Cherveny advises.

As serious as are inflated contract prices, heavy financing charges can double them again. An increasingly-used device of high-pressure contractors is to minimize costs not merely by quoting so much a month as stores like to, but even "pennies a day," Cherveny reports. "Take 50 pennies a day, times 30, times 12, times 20 years, and a contract price of $1500 becomes $3600."

Significantly, the more the cost is built up, the longer it takes to pay, and the more the interest charges pyramid the ultimate price.

buyers' bailiwick

auto insurance companies take us all for a ride

Discrimination by insurance companies needlessly costs Californians more that $200 million a year, according to the Association of California Consumers' quarterly publication "The California Consumer."

A report recently released by the California Department of Motor Vehicles shows that:

- Between 1959 and 1964 (the last year for which the report gives these figures) paid claims per car rose from $30 to $32—an increase of less than 7%.
- But during this period premiums jumped over 25%—more than three times as rapidly as claims paid.
- The accident record of California drivers actually improved during this time. There were fewer claims per 100 cars in 1964 than in 1959.

How much of motorists' premium dollar is used to pay claims? Analysis of the report indicates the startling fact that in California the figure is 40 cents or less. The rest of the premium goes for the insurance companies' other expenses and profits.

Even more startling is the heavy discrimination against Californians. Higher premiums in relation to losses are charged here than in many other states. The report—called "'Report and Recommendations of the Financial Responsibility Study Committee"—shows the average premiums of several states for $5/10/5,000 coverage in January 1966 based upon the accident year 1963. The report also includes data from which the average paid claim per car in 1963 can be easily calculated. The contrasts are remarkable, as the following table shows:

State	Average Jan. 1966 Premium Based on Accident Year 1963	Paid Claims Per Car 1963
California	$ 81.46	$29.11
Maryland	73.61	31.61
New Jersey	70.43	32.25
New York	106.22	50.84
North Carolina	52.61	25.76
North Dakota	35.86	12.98
Virginia	55.32	28.51

Thus, in Maryland and New Jersey, claims are higher and rates lower. In Virginia, the claims costs per car is only 2% below California, but rates are a stunning 32% lower.

The extent of the discrimination becomes essentially vivid when paid claims in the foregoing table are considered as a percentage of the premium. Californians get the worst deal of any state studied by the Department of Motor Vehicles:

Virginia	51.5%	Maryland	42.9
North Carolina	48.9	North Dakota	36.2
New York	47.9	California	35.7
New Jersey	45.8		

If premiums in California were set on the same basis as New York's in relation to losses, Californians would pay $60.81 instead of $81.46—a saving of more than 26%.

Commenting on the study, ACC secretary Robert R. Barton called for a thorough legislative investigation of California auto insurance rates. "Analysis of the Motor Vehicle Department report confirms what many Californians have long suspected—that they are taking it on the chin when it comes to auto insurance. It is high time that the legislature look into this."

Burn S.F. garbage to generate juice

Plans for a multi-million dollar full-scale incinerator plant that would provide an answer to San Francisco's garbage problem by converting refuse to clean, usable fill and would utilize the waste heat as a source of power, were disclosed today by Pacific Gas and Electric Company and the two San Francisco scavenger companies.

Richard K. Miller, PG&E San Francisco Division Manager, Leonard Stefanelli, president of the Sunset Scavenger Company, and John Moscone, president of the Golden Gate Disposal Company, told a Chamber of Commerce meeting Friday that the City's two scavenger companies propose to burn all of San Francisco's refuse to manufacture steam which they would sell to PG&E. The utility company in turn would convert the steam to electricity.

It has been proposed that the plant be located adjacent to PG&E's Hunters Point Power Plant where the company has electric generating units that can use the steam without having to construct new facilities. Sale of the steam to PG&E will reduce the cost of incineration.

Negotiations between the scavenger firms and PG&E are under way to carry out the plan and the companies believe that arrangements can be made, equipment ordered and a plant can be in operation in three to four years.

Stefanelli and Moscone said the operation would be clean and economical. The plant would operate within the limits of the Bay Area Air Pollution Control District's regulations and the residue from the incineration would be a granular material, usable as clean fill.

Although PG&E has been discussing the proposal with representatives of the scavenger companies for the past year, additional impetus was given to the project by the Chamber of Commerce in its drive to find a solution to the city's refuse disposal problems, Miller said.

At the Chamber's urging a committee visited Europe last month to make an intensive study of garbage incineration operations and concluded that the system would work in San Francisco, he said.

The committee included Frank P. Sebastian, senior vice president of Bartlett-Snow-Pacific, Andrew F. Ariey, supervising engineer of Pacific Gas and Electric Company, and Bradley B. Garretson of Garretson and Elmendorf.

The incineration process reduces the raw garbage by 90 per cent in volume, leaving the clean, sanitary fill.

This project is not related to the recently announced plans for an experimental prototype incinerator to be constructed near Islais Creek with a Federal grant.

Consumers have a New voice in Sacramento

The Association of California Consumers, supported by the State Federation of Labor, is now maintaining a legislative office in Sacramento. Its address is room 227, 1025 9th Street, Sacramento, telephone 442-5431.

Attorney Robert A. Barton, ACC secretary, is acting as the Association's legislative advocate. He is being assisted by Mrs. Emma Gunterman (Mrs. Joe Gunterman) who is keeping track of consumer legislation, and issuing a regular legislative newsletter.

Here are some of the major issues on which ACC is actively working:

- Reform of antiquated wage attachment laws.
- An adequately staffed, independent consumer counsel office.
- Improved rights for automobile buyers.
- Truth in Packaging.
- Assigned risk insurance.
- Protection from arbitrary insurance cancellation.
- Sales contract cancellation rights, particularly protection against undue pressure from door-to-door and telephone salesmen.

"Your union wins you an extra dollar and sellers and lenders take it away from you through sharp deals," said Mrs. Gunterman. "If you want to protect your paycheck in the market place, contact the Association of California Consumers. They'll tell you the best way you can help. They would like to have an active consumer representative from each local union."

YOUR *Business Manager's* COLUMN

We should not isolate ourselves

By RONALD T. WEAKLEY

(continued from page two)

ship of the Sea; Congressman Phil Burton of San Francisco; and this writer.

I expressed the greetings of Local 1245 to our co-utility workers and our feelings on many of the issues which formed the agenda of the U.W.U.A. Convention.

Among these issues were jurisdictional raids by other unions; the need for constant activities in defense of the rightful employment opportunities of gas, electric, steam, water and allied utility classifications against any political, industrial, or other forces; the need for protections from corporate mergers, power interties, automation, etc., which may adversely affect any or all utility workers; and the need for closer cooperation between our unions on such matters.

Through exchange of contracts, research studies and personal contacts between our respective parent organizations and many Local Unions, we are much closer together than in the past and I choose to believe that as a result, those utility people who are served by our unions' leadership, are better served.

The matter of utility strikes was also a topic of much discussion at the U.W.U.A. Convention because both the U.W.U.A. and the I.B.E.W. have utility strikes in progress at the present time. Reference was made to some of the proposed legislation at the Washington level regarding strikes in public service industries and how utility workers might be affected by anti-strike laws.

It is part of my job to keep well-informed as to what is going on in the utility industry and among the unions which represent the employees of the utility industry.

I can modestly say that I do know what is going on, partly as a result of my contacts outside of our own Local Union, and that the small portion of my time which is devoted to such contacts is well spent so far as the interests of our members and their families are concerned.

Had the membership of Local 1245 on the properties of PG&E decided to take the strike route rather than ratify the current contracts, we would be looking toward an expiration date of June 30 of this year and a walkout, rather than the continuing benefits of what was overwhelmingly ratified last December.

Should we have to strike, as some Local Unions around the country have been forced to do, we at least will have the absolute knowledge of what happens in such cases through direct information from those directly involved.

In my opinion, evidence is mounting which shows that certain utility managements are provoking strikes because they feel that they cannot only operate despite union walkouts, but like Ma Bell, even make money out of strikes which have little public sympathy or public support.

It is also my opinion that such utility managements are contributing to more governmental intervention in the conduct of their business because if strikes in utilities are either outlawed or become ineffective, something has to give.

Compulsory arbitration is properly opposed by both labor and management in the utility industry but if political and public pressures cause such legislation, at least the workers must and will be able to put forth a case in the court of compulsion.

Business Representative Orville Owen, standing at right, presented a retirement pin and scroll to Kenneth Wolfe at his retirement party. Other men identifiable at the table are Richard Frapwell; Art Barson, MC of the affair; and Bob Pemberton, right.

In the event that the economic freedom of utility workers is radically reduced through enactment of anti-strike or compulsory arbitration legislation and if such legislation is supported by the courts, then we'll see our utility unions banding together more closely across the land because of absolute necessity.

Therefore, it is not too early to develop closer ties, more inter-union cooperation and more joint efforts toward mutual protection and advancement, because the future indicates an even rougher road than that traveled to date by organized utility workers in the United States and Canada.

While Local 1245 will continue to do so as it should and does—devote its time, energies and resources to the jobs at hand in its own jurisdiction—it will not imprudently isolate itself, because it cannot stand alone in the utility industry nor in the house of Organized Labor.

A series of three pictures shows most of the Shop Stewards who attended the DeSabla Shop Stewards' Meeting. Left to right above: Nick Valey, John Stevens, Ken Boone, former Paradise Unit Chairman Chet Stegner, former Chico Unit Chairman John Jaster, and Jerry Sanders.

Richvale Irrigation District Steward Merv Moak leads off this picture at left, followed by Troy Kellett, Cecil Wellborn, Oroville-Wyandotte Irrigation District Steward Lee Kline, Bob Brown and Advisory Councilman Mark Burns. The Saturday Stewards' session was conducted by Assistant Business Manager Dan McPeak and Business Representative Ron Reynolds.

A group photo of some of the General Construction Stewards in attendance at the most recent conference in Oakland.

BPA tries to spin off from journeyman rate

(Continued from page one)
spokesman for the trade council, explained that under the present contract some 500 journeymen in four crafts receive the maximum BPA scale.

BPA's approach leaves 300 of these journeymen out in the cold and is a divisive point that could serve to split up the 15-craft council, Kegg commented.

"We want to preserve the historic principle of wage parity that we have gained in our past negotiations," he continued.

"BPA has long contended that its wage rates place it among the leaders in the Northwest power industry," Kegg said. "Actually, Bonneville's pay rates are only average or below average."

In refusing to maintain the wage parity currently existing for some 500 journeymen, union negotiators feel that BPA's management is displaying a lack of gratitude for the support Bonneville has enjoyed from the unions on Capitol Hill.

"Through our international unions, we've supported Bonneville from a political and budgetary standpoint whenever it has had problems in Congress," Kegg pointed out. "Several years ago we helped get Bonneville's budget restored when some congressional critics tried to cut it."

Negotiations with BPA broke off two weeks ago. In a unique move, the unions asked another federal agency, the U.S. Mediation and Conciliation Service, to assist in mediating the council's differences with Bonneville.

"I think this might be the first time in history that unions have asked federal mediators to mediate a dispute with a federal agency," Kegg said.

Mediation is the first of two steps provided for in the contract with BPA in event of an impasse. The second step is arbitration, of an advisory nature, not binding.

The present contract, a three-year agreement, expires on June 30. The unions are asking that a new contract be of one-year duration.

from the Oregon Labor Press

Who is a 1st class citizen?

(Continued from page one)
ifically prohibits using the money to provide its services to agricultural workers.

If a Truckee-Carson Lineman could vote under federal law for Local 1245 and a Cowboy (they call them cattle pushers in these parts) could not—what about the Ditch Riders who in the irrigation season control the canal flow to water users?

The appropriations bill specifically excludes them from the protection of the Act as:

> "Employees engaged in the maintenance and operation of ditches, canals, reservoirs, and waterways when maintained on a mutual, nonprofit basis and at least 95 percent of the water stored or supplied thereby is used for farming purposes."

So, while the line crews, powerhouse employees, Meter Reader and Serviceman may vote June 23rd—the Ditch Riders, Laborers, Truck Drivers, Heavy Equipment Operators, Gate Tenders, Mechanics, Welders, and oh yes—the Cattle Pushers and the Range Rider, have lost the franchise.

All because Congress in 1953, at least, had a low opinion of agricultural workers. Huelga anyone?

The first class citizens voted 15-0 (with one abstention) for Local 1245.

This photo shows DeSabla Stewards Gene Hope at left, "Pete" Tindall, Bob Carlson, Warren Dreiss, and new Paradise Unit Chairman Al Harte.

The drinking man's quiz

		Yes	No
1	Have You Ever Tried to Stop Drinking for a Week (or Longer), Only to Fall Short of Your Goal?	( )	( )
2	Do You Resent the Advice of Others Who Try to Get You to Stop Drinking?	( )	( )
3	Have You Ever Tried to Control Your Drinking by Switching from one Alcoholic Beverage to Another?	( )	( )
4	Have You Taken a Morning Drink During the Past Year?	( )	( )
5	Do You Envy People Who Can Drink Without Getting Into Trouble?	( )	( )
6	Has Your Drinking Problem Become Progressively More Serious During the Past Year?	( )	( )
7	Has Your Drinking Created Problems at Home?	( )	( )
8	At Social Affairs Where Drinking is Limited, Do You Try to Obtain "Extra" Drinks?	( )	( )
9	Despite Evidence to the Contrary Have You Continued to Assert That You Can Stop Drinking, "On Your Own," Whenever You Wish?	( )	( )
10	During the Past Year Have You Missed Time from Work as a Result of Drinking?	( )	( )
11	Have You Ever "Blacked Out" During Your Drinking?	( )	( )
12	Have You Ever Felt You Could Do More With Your Life If You Did Not Drink?	( )	( )
	TOTAL		

What's your score? Did you answer YES four or more times? If so, chances are you have a serious drinking problem, or may have one in the future.

If you have any questions, write anonymously to The Utility Reporter, 1918 Grove St., Oakland 94612. We will try to answer them for a future issue.

The Outdoor Scene

by Fred Goetz

Grocery stores may, some day, be running competition to the bait shops, such a conclusion prompted by increased reports on fish taken on cheese. Can't you see it now on television commercials:

"Folks, buy delicious 'Brand X' cheese. It spreads evenly on bread and hooks. You and the youngsters will love its tangy flavor—and your favorite finny target will be lured to death by it. Always keep a package handy in your refrigerator—and your tackle box."

* * *

When fishing low, clear streams with worms, salmon eggs or other baits, we've found it a good idea to use no, or as little, weight as possible. The unweighted bait will drift more naturally in the current.

* * *

In answer to a recent inquiry, let it be known that a dachshund can be trained as a hunting dog. Any dog can, for that matter, if it has a good level of intelligence and patience, and time is devoted to the effort. Actually, the dachshund was bred in Germany for hunting badger.

* * *

When drift-fishing from the bank, and bouncing the bottom of the stream with lure or bait, we've found it a good idea to periodically break off about six feet of the line closest to the hook. This length of line bears the bulk of the wear. Don't lose the lunker of the day, maybe a lifetime, because of a frayed line.

* * *

Don't worry if your monofilament line has been exposed to extremely cold temperatures this past winter. Cold has no effect on the tensile strength or breakload of a premium monofilament. But don't use line that has been stored on a window sill, exposed to the sun for the past month or so. Sun can weaken monofilament. Normally, fishermen don't have to worry about sunlight affecting the properties of the line since much of it is in the water and little of the same part of the line is exposed for long on the reel while fishing.

* * *

A practical device for removing fish scales can be made by nailing a bottle cap to a short piece of wood and dragging the ragged edges of the cap, cross-grain to the fish scales. Once you let the fish cool off the scaling operation can get mighty tough, especially on bass, crappie, shad, and large-scaled salt-chuck finsters.

* * *

In bottom fishing, whether it be mooching for salmon or other, salt-chuck denizens, bait-angling for stripers, worming for cats, etc., we've found it a good idea to delay the strike a bit. Let your finny adversary gulp the bait and mouth it, then reef back and set the hook.

* * *

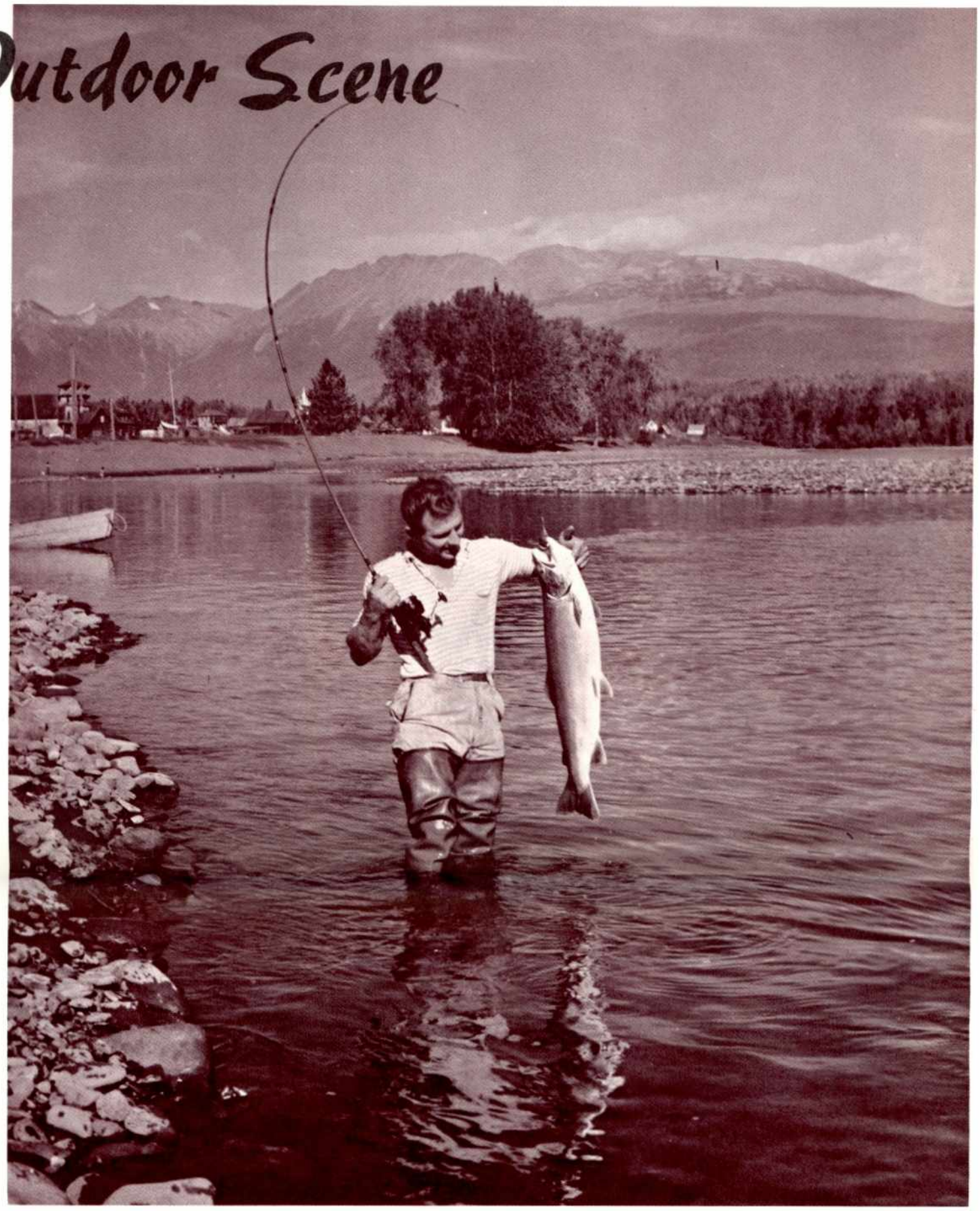
What fishermen's bait leads all the rest? It is used more often than all baits, lures or gimmicks combined. I doubt if the object of which I speak would consider the unique position desirable, for its ever-growing reputation as a choice fish morsel has made chances for living to a ripe old age very slim.

This piscatorial tidbit asks nothing more of life than to edge around in the cool soil during the day with an occasional upward jaunt to the dew-laden grass at night. The critter of which I speak is truly a remarkable one. It has no eyes but its skin is so sensitive that it can distinguish between light and darkness.

Completely deaf it is; nevertheless, acutely aware of any vibrations. Anyone who has directed a flashlight beam upon it in the still of night knows how retractable it is.

Women anglers have a difficult time accepting it; fly fishermen refuse to recognize its existence; purist lure anglers shun and downgrade it but fish—the world over—are lured to death by it.

You guessed it: it's the worm!



Steelhead fishing, Kispiox, B.C.

"That Looks Clean"