

Merced Court rules on suit

Merced

Merced Superior Court Judge Donald R. Fretz October 2nd made a number of rulings, all favorable to Local 1245, in its suit against the Merced Irrigation District.

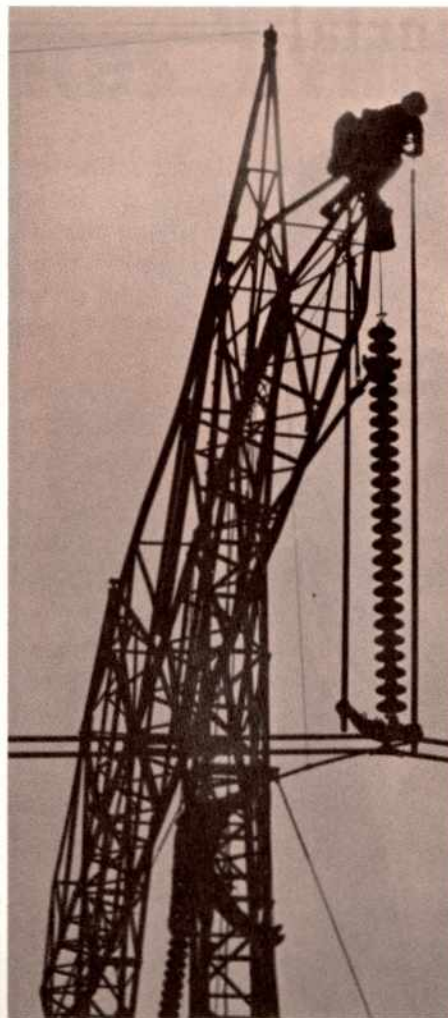
First, Judge Fretz set for trial the District's refusal to meet and confer in good faith with the Union. MID had moved to strike the words "in good faith"; the Court dismissed that motion, as it did a motion to dismiss Union's complaint entirely.

The second issue—concerning the District's interference with Ditchtenders' attendance at Union meetings: — the Court granted MID's request to attempt to resolve this issue through negotiations with Local 1245. However, if the parties are unable to reach a settlement, the matter will be han-

dled by the Court which is retaining jurisdiction.

Finally, with regard to the salary survey which the District refused to sell to Business Representative Bobby Robinson—the Judge agreed this was a "public writing" as defined by Section 1892 and the following Sections of the Civil Procedures Code of the State of California, and a "public record" within the meaning of Section 1227 of the Government Code—and ordered the Merced Irrigation District to make a copy available to the Union.

Local 1245 was represented by Joe Grodin and Ed Pincus of the law firm of Neyhart, Grodin and Beeson; Mert Walters and Bobby Robinson of Business Manager Weakley's staff; and Albert Mancebo and Thomas Carter, MID members who were ready to testify as expert witnesses.



Under a warm San Francisco sun, Jack McCarthy and other members of Gene Hamilton's East Bay crew train on working 500 kv hot in preparation for the Pacific Northwest Intertie.

YOUR Business Manager's COLUMN

Things are looking up

By RONALD T. WEAKLEY

Results of our special communications effort, engaged in during the month of October, are encouraging. Attendance was up, Stewards' participation was excellent, and a good two-way dialogue occurred at most of the Unit meetings.

Special reports were prepared by all field Representatives and these reports are being thoroughly digested in order to tie general and specific membership attitudes into a better information picture.

The meetings I was able to attend were good ones in that they provided a free-wheeling general discussion forum in which everyone had a chance to participate.

The conduct of the meetings was generally excellent, indicating that orderly operations are preferred by the great majority of those who attend meetings and that anything less will serve to drive them away.

There was good interest in such matters as job protection, job safety and future bargaining goals. Many good ideas were offered by various members at Unit meetings through informal floor discussions and by Stewards at a number of conferences held during the month of October.

Special interest in our upcoming Union Pension Contract negotiations (continued on page two)

utility reporter

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New examples of your 'living agreement'

By L. L. Mitchell

Many believe that negotiations between an employee and a union take place only at a time just prior to the terminal point of the term of an agreement. They also believe that once these sessions are concluded, there is then a static period with no bargaining until the new term runs out, at which time the process starts over again. Some also believe that a contract is absolute in its provisions and that no change can be effected until the term has expired.

These beliefs are far from the facts. Experience has proved there is a definite need to provide for flexibility in agreements to cover changing conditions which the parties could not contemplate in general bargaining sessions and to provide for bargaining on time-consuming issues of special import to a minority of the members which would delay application of improvements in general conditions and wages for the whole group.

A basic tenet in our relationship with all our employers has been to accept the principle that the agreement is a "living document" and necessity can lead to review of problems with revision of certain items to meet these needs. This practice has resulted in improving relationships and has been of material and economic benefit to those working under the agreement.

By this we do not mean that change be advocated simply for

the sake of change. We do not believe changes in conditions should be discussed or made when no compelling reason exists for doing so. Both parties to an agreement have the right to the stability provided by a firm agreement. They (continued on page seven)

But what if we cannot strike?

"... How do we come to a satisfactory solution when collective bargaining reaches a deadlock?" This question faces every utility employee, whether employed by the U.S.B.R. or PG&E.

The man asking the question was George Meany, President of the AFL-CIO. He was recounting his 1961 testimony prior to President Kennedy's promulgation of Executive Order 10988, the magna carta of federal employees.

Meany cited the progress organized federal employees have made since that time (contracts,

grievance procedures, recognition) but now before a Presidential Review Committee, he was indicating one of the questions raised then was still unanswered now.

"Government employees by law are forbidden to strike. Thus, they are deprived of the normal weapon available to workers in private industry. They are deprived of the equality of bargaining power so necessary to effective collective bargaining."

"In our 1961 statement to the Task Force," President Meany continued, "we proposed procedures which in the last analysis relied on arbitration to settle unresolved disputes involving conditions of employment or grievances." Such procedures are essential in view of the denial to federal workers of the right to strike."

AFL-CIO President Meany's testimony went on to make these further recommendations:

- Give federal negotiators the (Continued on page six)



Ermano H. Paganini, the new Treasurer of Local 1245, co-signs a stack of cheques which have been okayed by the Trustees. "Pag" who is a Senior Warehouseman in the Richmond Service Center, has been appointed to fill the office (which has voice but no vote) left vacant by Bill Miller when he was promoted into management.

Please send any correction of name, address or zip code
To 1918 Grove Street, Oakland, Calif. 94612

(Name) (Address) (City) (State) (Zip Code)

In Memorial

John
F.
Kennedy
1917-1963



"...for one brief shining moment there was Camelot"

IBEW-Local Union 1245

—Utility Reporter

YOUR *Business Manager's* COLUMN

Things are looking up, like prices, taxes, etc.

By RONALD T. WEAKLEY

(continued from page one)

tions with PG&E, which begin in 1968, was evident at all meetings where PG&E members were present and the subject was raised either by Representatives of my office or from the floor.

We shall be ready after the first of the year to provide some basic information on the Pension and Stock Savings Programs on all properties represented by Local 1245.

A number of economic and legislative indicators must be assessed by those who will be engaged in Pension bargaining next year. Experience of various plans must be evaluated and this information will not be available until compiled after the end of 1967.

We are presently working on the development of facts and figures for use at our meetings next year so that our proposals will be based on adequate discussion, understanding of pension principles and economics, and the history of what we have done to date for use

in determining the broad goals of the future.

It would be well for all members to study whatever materials they have on hand regarding pension plans where they work so that when we discuss this subject at our 1968 Unit meetings, questions can be prepared ahead of time by interested members for presentation in an orderly and productive fashion.

The Executive Board of Local 1245 is considering the idea of holding a major Local Union Conference in the Spring of 1968. Details will be worked out after discussion of the subject at the Joint Advisory Council-Executive Board meeting being held on November 18 and 19 at Union headquarters.

This is another effort on the part of the leadership of Local 1245 to improve communications with the member-owners of this service organization so that even bigger and better advances can be made than those already produced over the past years through membership-leadership unity.

Another view of Vietnam

Representative Jerome R. (Jerry) Waldie, (D), 14th Congressional District, represents some 1000 members or Local 1245 who reside in Contra Costa County.

Former Majority Leader of the California State Assembly, Waldie stepped up to Congress through a special election, replacing John Baldwin, who died in office.

Re-elected in 1966, Congressman Waldie is considered to be one of the outstanding young men in the House of Representatives as well as a popular legislator with a background of heavy bipartisan voter support from his Contra Costa County constituents.

We reprint a portion of his September Newsletter as it represents a significant change in his position on Vietnam. It also indicates he is mindful of the plight of the California taxpayer, who is just about "increased" out of business.

Congressman Waldie's comments follow; they are his own and not necessarily those of the officers of Local 1245, who are presently reviewing current local union positions on major foreign and domestic policy issues of the day.

"The longer I serve in the National Congress the more convinced I become that there are no absolutes or certainties in any of our vast National endeavors. There are no positions or views that do not require constant review, testing and challenging to determine their validity.

And I have also learned that when one has determined that a previously held view was mistaken, it is folly not to admit his mistake and revise his position.

I am now convinced that I have been mistaken in my previously held view that the policy of this Administration in the Vietnam War was in the best interest of our Nation.

I no longer believe that to be so, and I will no longer support any escalation of the military involvement in Vietnam. I see no justification in continuing to escalate a policy that has been as devoid of positive results as has been our Vietnam policy.

I had been led to believe that increasing our American troop strength from 20,000 to 500,000 men would result in a lessening of the ability of the Viet Cong and of the North Vietnamese Regulars to inflict casualties upon our forces. I was mistaken. Our casualties have increased from 450 dead in 1965 to 13,000 dead, and 83,000 wounded, in 1967, and are occurring at a rate greater than ever before.

I had been led to believe that this massive build-up of American men would enable the South Vietnamese Army to re-train itself and to take over the major part of the combat responsibility. I was mistaken. The South Vietnamese Army is almost entirely out of combat and has been assigned to "pacification" of the countryside while the fighting is left to the American forces. Whereas, in 1965, eight South Vietnamese men were killed for every American—the ratio in 1967 is one American killed to every South Vietnamese killed—and the latter are generally victims of terrorism, not combat.

I had been led to believe that bombing of the North would decrease the number of North Vietnamese Regulars fighting in the South, and would hamper the ability of North Vietnam to supply their Regulars in South Vietnam as well as the Viet Cong troops. I was mistaken. Despite massive bombing of the North and the loss of 832 modern bombers, the number of North Vietnamese Regulars fighting our troops has increased 120% in the past year—from occasional groups of platoon strength, to the present 2 or 3 Regular North Vietnam Divisions. The supplies to the Viet Cong have not decreased—the daily tonnage has increased 150% in the past year—and they are now equipped with far more effective and sophisticated weapons than a year ago.

I had been led to believe the South Vietnamese would be more eager to defend their country. They have not shown such eagerness, and, in fact, during their recent elections, the successful candidate for President, Thieu, called for greater numbers of American combat troops, and suggested the South Vietnamese had contributed all the men to this effort that they could afford and hence would not agree to drafting eighteen or nineteen-year-olds in South Vietnam!

I am becoming personally convinced that the present policy in Vietnam will accomplish none of the goals we have set, and therefore we had best determine whether the expenditure of additional lives and money in furtherance of this effort is in the Nation's interest. I do not conceive it to be so and believe we should de-escalate that conflict as quickly as possible and go into a defensive position in support of the South Vietnamese.

It is time for the South Vietnamese to indicate by accepting the burden of combat, their desire to be "saved" by our Nation.

(Continued on page eight)

You may soon

Turn the 'boob tube' into a TV film library

How many times have you glared back at the "boob tube" when you wanted to watch television but not all that drivel?

Sometimes, even if you are lucky enough to get public, non-commercial (formerly, educational) television, NET doesn't have anything on at the moment that interests you.

Soon you will be able to walk over to a tape rack and pick out

a film to run through your television set.

Next Spring in England, CBS will demonstrate a "TV phonograph" which will allow you to do just that.

You could video tape a program you especially liked or you could buy prepared films on a number of subjects and play them back when it suited you.

The playback unit, the IBEW'S

Technical Engineer reports, is no larger than a breadbox and is expected to sell in England for around \$280 (U.S.), probably less if marketed here.

Initially intended for educational use in England, expansion to homes on this continent should be inevitable, the broadcasting unions' magazine continues.

The Columbia Broadcasting System expects a half hour color show

and an hour of black and white programming can be carried on a film cartridge seven inches in diameter and half an inch wide.

First films will be available commercially in England in the spring of 1969. CBS, whose labs have been working on this Electronic Video Recording system for years, is not reporting any plans to go into the "film of knowledge" business in this country, but that doesn't mean they don't have any.

GI Bill benefits extended to "Vietnam era" veterans

By Sidney Margolius

A number of veterans' benefits recently have been expanded, and provide new or improved opportunities for both young and older veterans to use these aids.

Veterans' Educational Benefits:

The Veterans Readjustment Benefits Act of 1966 provides educational payments for veterans who have served in the Armed Forces since January 31, 1955 (or who will serve). Veterans with more than 180 days of active duty are eligible for college, business-school, vocational or other education, including correspondence courses, in proportion to the length of their active service.

As a result of recent increases, veterans taking full-time courses will receive \$130 a month with no dependents, \$155 if married, and up to \$175 with two dependents.

Proportionate benefits are paid for part-time courses. The veteran's own income is not a factor, simply the length of service.

Counseling service for veterans interested in this valuable opportunity is available from local Veterans Administration offices.

However, even the increased allowances do not meet all school expenses in this period of rapidly rising educational costs. It also is advisable to have some cash on hand when you start because of the time it takes for allowances to

be approved and arrive, readers already in this program report.

The new law also provides allowances for on-the-job training to veterans enrolling in a federal or state-approved apprenticeship or training program.

Job Counseling:

New veterans, as they are separated from service, will get special counseling in job finding and training. Under a federal-state program, state employment offices now have special veterans' representatives to provide these services.

Veterans with a service-connected disability are eligible for vocational rehabilitation if needed to overcome the employment handicap of the disability. Eligible disabled veterans first are counseled, then an employment program is worked out, and up to four years of training (in some cases even more), may be provided. Trainees may enroll in school or colleges, train on the job; or enter other programs which combine school and job training.

Home Loan Benefits:

One of the most interesting developments is the extension of the eligibility period for GI home loans for World War II Vets. The program expired for these older ex-servicemen this past July 25. Now it has been renewed to July 25, 1970.

Home, Business, Farm Loans:

In general, veterans who served on active duty for at least 181 days, but not including "six-month enlistees," are eligible for loans to buy houses or farms, or for alterations and improvements, or for business purposes. You do not have to make your own arrangements with a bank, savings association or other private lender.

The lender may charge no more

than 6 per cent for VA mortgages at this writing. A VA guarantee or FHA Home mortgage Insurance for Veterans also enables you to make a lower down payment than is usual.

In areas where private mortgage financing is not available at the interest rate specified for GI loans, the VA can make direct government loans. You can get further information from the VA regional offices or centers in your locality.

Dental Treatment:

This valuable benefit has helped many veterans, but many others have not used it. The VA will provide or pay for dental treatment for service-connected dental conditions, even if not compensable.

This usually means subsequent treatment or appliances for teeth that were worked on when in service. The treatment is given either at a VA clinic or by an approved dentist in your own community. If not compensable this treatment must be applied for within one year of discharge.

War Orphans:

The age of eligibility for educational benefits for children of deceased or totally-disabled war veterans, has been increased to 26. This is a benefit that often is overlooked by some of the families that need it most.

State Benefits:

The new veteran also should keep in mind that most states also have their own benefits for war veterans and their families. Californians can get information on their State's provisions from the Department of Veteran's Affairs at their State capital.

Trend in "Cost of Living" shows Whether PG&E Wages reopen in 1968

	Consumer Price Index (U.S. City Average 1957-59 = 100)	CPI Point Increase since June, 1966
1966		
June	112.9	—
July	113.3	0.4
August	113.8	0.9
September	114.1	1.2
October	114.5	1.6
November	114.6	1.7
December	114.7	1.8
1967		
January	114.7	1.8
February	114.8	1.9
March	115.0	2.1
April	115.3	2.4
May	115.6	2.7
June	116.0	3.1
July	116.5	3.6
August	116.9	4.0
September	117.1	4.2

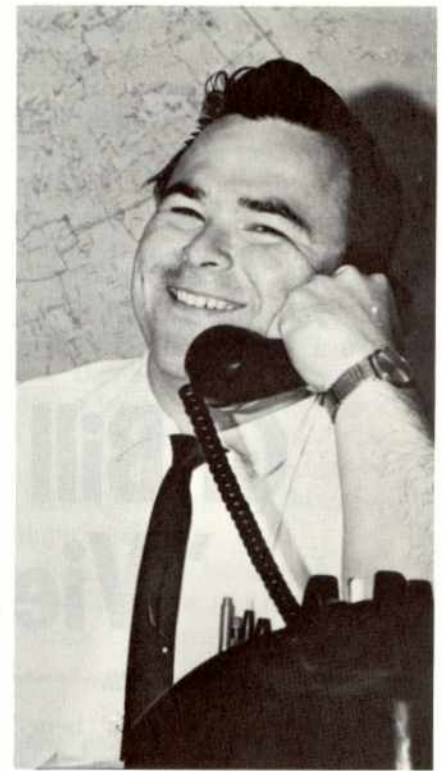
Point Increase necessary to invoke 1968 wage reopener
4.5 index point change from 6-66 to 3-68, 4-68 & 5-68



A quick look at the P



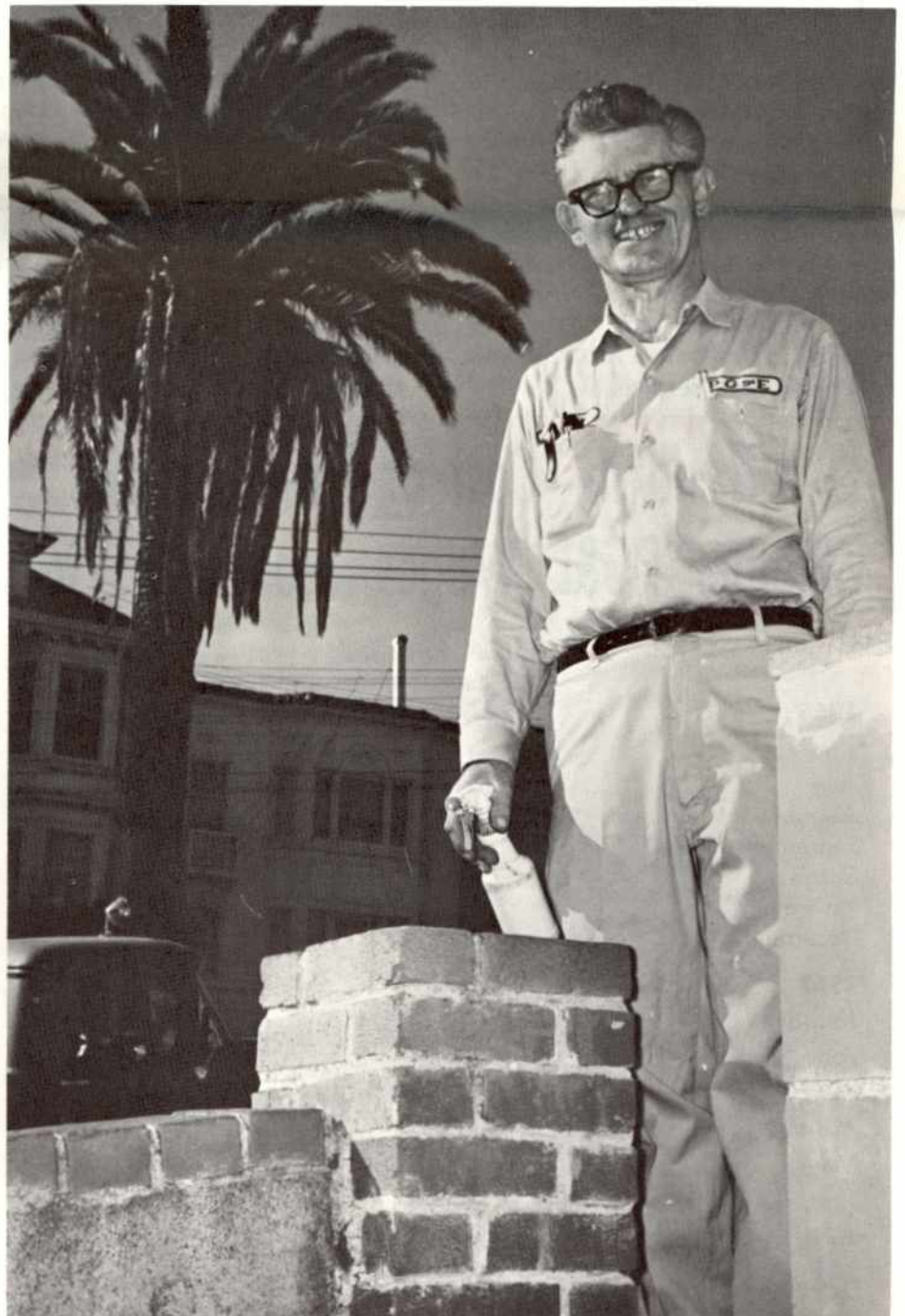
Pete Gianfermo takes another meter off the conveyor in the gas meter shop, San Jose.



In front of a map of San Jose gas facilities, Wayne Freitas handles a call.



Service Operators Max Hoberg, foreground, and Dick Bennett dispatch the Servicemen as Assistant Service Foreman Ray Thrall, background, comes in from the Redwood City yard.



Chris O'Grady, the Gas Serviceman who represents Department members on the San Francisco Grievance Committee, ar-

rives to lock the meters at a lower flat on Dolores in the Mission District.

the utility reporter

Telephone (415) 893-2141

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G&E Gas Department



Light Crew Foreman George Manriquez checks some gas leak

detection equipment in the Redwood City yard.

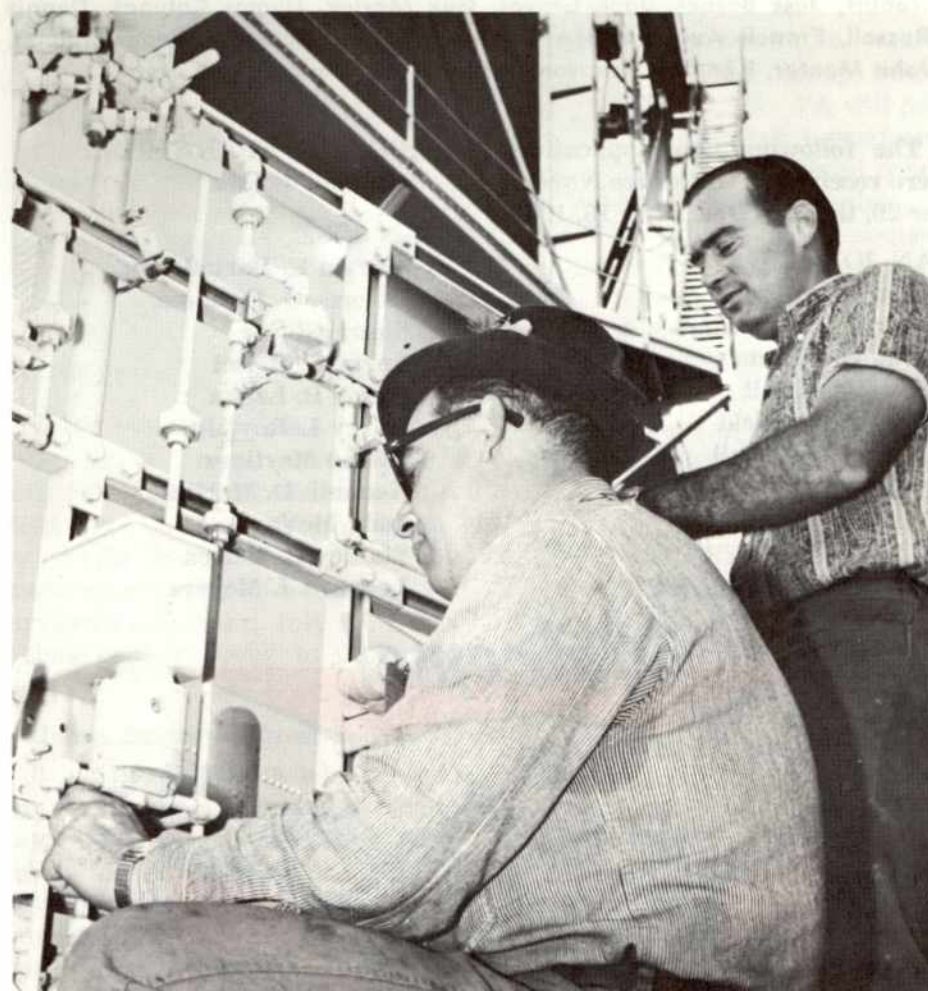


Bernie Tanksley, working as a Mechanic, is just about to pull his welder's mask down before striking an arc on a 4 inch high

pressure gas main in the Hilltop Green housing development in Contra Costa County.



Shop Steward John Arnold and Business Representative Orv Owen discuss an impending Servicemen's schedule change as evening draws on in Redwood City.



Calibrating the blower control in front of the San Jose Gas Holder are Gas Measurement and Control Mechanic Chuck Davis, standing, and Mechanic Tony Esposito.

Weakley makes special report to G. C. Stewards

By Dean Cofer

Highlight of the G.C. Shop Steward's training session held October 14th at the Leamington was Business Manager Ron Weakley's special report on job security, protection and safety. Weakley, without the aid of notes, elaborated for an hour and a half on the points made in the Business Manager's special report read during the last round of unit meetings.

General Construction organizing and grievance handling were discussed following presentations on these subjects by Business Representatives Gar Ogletree and Dean Cofer.

Forty-six G.C. Stewards at-



Dave Reese, a new Business Representative in East Bay Division, is seen at the G. C. Stewards' Conference held Saturday, October 14th

at the Leamington Hotel Jim Thelander, a G.C. Line Foreman from Rio Vista (in Dave's old Division) is seen on Reese's left.

tended the Saturday session in addition to G.C. Grievance Committeemen Joe Mayes, Mickey Harrington, Dick Pearson and Willie Stewart. Executive Board Members in addition to Ronald T. Weakley (who has voice but no vote on the Board) were Vice President Marvin C. Brooks and Executive Board Member-at-Large Anthony J. Boker. Assistant Business Manager John Wilder, who reported the activities of the Review Committee, and 15 Business Representatives also attended from the Business Manager's office.

A Saturday in January is the tentative date for the next G.C. Stewards' Conference.



In attendance at the Coast Valleys Stewards' Conference held in Salinas on Saturday, October 21st were: (clockwise from the left) Royce Herrier, Darrell Williams, Howard Searby, Arnold Ranzoni, Jerry Smith, Owen Watkins, (behind Smith), Jack Osborne, Don Nelson, Raymond Noblitt, Jess Barnes, Jack Graves, Guy Marley, Demos Cotenos, Dennis Russell, Francis Augusta, Ben Coleman, Robert McNeese, Roger Stalcup, John Monter, Kenneth Grierson, Willie Stewart and Dean Cofer.

The following new applications were received in this office November 29, through December 16, 1966.

SAN JOAQUIN

Lynn Armstrong
Elmer R. Bratcher
Daniel J. Gomes
Ronald J. Hill
David Mansfield
Frank W. O'Dell

MERCED IRREG. DIST.

Gilbert L. Ganaga

COAST VALLEYS

JAMES F. BRYANT

PIPE LINE OPERATIONS

Samuel Mendez

SAN JOSE

Marvin E. Bartell
Dolores G. Espinoza
Susan Glover
Larry L. Helsel
Byron B. Lagan
Harry LeRoy, Jr.
Albino Martinez
Kenneth D. Martinez
Judy McVay
Stanley L. Meleen
Leonard J. Meyers

But what if we cannot strike?

(continued from page one)

authority to sign the agreements they reach.

- Guarantee unions the right to protect the employees they represent.

- Improve the grievance procedure by eliminating duplicate appeal avenues and by providing final and binding arbitration as the last step.

Willa M. Pate
Mary A. Pisano
John T. Plymale
Jack R. Russell
Lena M. Simon

EAST BAY

Thomas G. Billings
Donald Blaylock
Ray E. Burgess
Louis J. Bushinski
Patricia Cashman
William E. Hoyle
Howard E. Hunt
Gregory K. Kauwe
William D. Kelly
Jack Nebel
William A. Poarch
Russell M. Roe
Michael J. Torbik
Charles D. Zeiss

SAN FRANCISCO

Raymond A. Carlsen
Ernest Crawford
Sandra L. Dawson
Ollie M. Day
James M. Devlin
Barbara A. Donovan
Nancy O. Johns
Susan J. Kendall
Billy L. Macha
Sally D. Shaffer
Theaophelus Thompson
Manuel J. Castagnola

GENERAL OFFICE

Brenda J. Hardaway
Jacqueline Milam Yingling

(continued next month)

Testifying on this point, Meany scored, "The paternalistic attitude of government management, which still considers the union as an outsider in conflicts which management claims should properly be settled between the individual aggrieved worker and management without the intervention of the union."

"This paternalistic attitude explains why so many agencies still insist that the aggrieved employees must make a choice between the negotiated procedure and the unilaterally devised agency procedure of the personnel manual."

"Also contrary to collective bargaining principles," the AFL-CIO chief continued, "is the practice of excluding many matters from the negotiated procedure, thus depriving the employee of the use of advisory arbitration. Recently, some agencies—but not all—have accepted the advice of the Civil Service Commission and will allow adverse action and disciplinary cases to become matters subject to the negotiated grievance procedure and advisory arbitration."

Other recommendations made by the labor movement's top body related to: establishing a disputes panel to resolve negotiation impasses when mediation fails; setting up a board to administer Executive Order 10988; allowing unions the right to negotiate union security clauses; changing revocation of PRD's to once a year instead of twice; and permitting the Department of Labor to produce collective bargaining data for public as well as private industries.

The Review Committee, appointed by President Johnson, included among its members IBEW International President Gordon Freeman.



Interim bargaining indicates 'living agreement'

(Continued from page one)

also have a right to rely on the advantages, if any, which their bargaining capability honestly provided for them in reaching the terms and conditions of a settlement. However, we live in a rapidly changing world and none of us can ignore this fact.

For example, Pacific Gas & Electric Company is in a period of continuous expansion; its customers have continuously changing demands; it operates under changing franchise requirements, and varying and regulatory controls and codes. This is true of Sierra Pacific Power Company in Nevada and we believe most other companies operating in the utility industry. These factors create continuous need for operational and construction changes. When new plants must be manned or when amalgamation of operational functions are provided in one plant through automation of several plants, it would be ridiculous to sit on our hands and say nothing could be done until the end of the contract term.

Innumerable factors which neither party controls, can create the need for change. Orders by public authority can and do alter or nullify conditions which neither party wants changed. Individuals can and do have problems which can only be alleviated if special conditions can be provided to handle them. Public desire can and does create need for changes in the agreement.

A labor agreement or any other, is the product of the joint effort of the parties to solve problems. To delay an answer will not remove a problem. The ability to change or adjust an agreement at any time is only limited by the ability of the parties to accept the change mutually. When mutual acceptance is reached it is much better to make the change than to delay.

Our agreements give recognition to these facts, and there are special clauses provided to enable the parties to work out solutions to interim problems which can and do arise from time to time. Nearly all of our contracts contain a clause providing for negotiations to establish new classifications and/or adjustments of wages and duties of existing classifications. These are necessary in an age where technology is advancing so rapidly that tools and equipment in the drawing board stage become obsolete before they can be introduced. We have also provided the capability to modify both demotion and bidding procedures to protect jobs for the injured, those whose jobs are eliminated, and those with personal or family problems. Provisions for apprentice programs also

provide for flexibility in changing provisions to meet needs which the parties may find.

Our bargaining proposals on PG&E were so numerous last year and involved such complex problems that time would not permit a solution to all of them without costly delays for our members in adjustments to their wage schedules, and other general benefits. In order to proceed in an orderly manner and to provide the immediate application of agreed-to improvements in general wages and benefits, the parties provided for interim negotiations on a number of items. These are in the process of being resolved. Major issues in this category such as those affecting the Steam Operating and the Water Department, have been concluded and placed into effect as a result of bargaining during the contract term. These agreements have meant and will continue to mean increased benefits to these employees.

Clerical Bidding procedures on PG&E, a long-sought condition, could never have been resolved as part of the general negotiations on that property. The details involved in the administration of both the Physical and Clerical Agreement were resolved as an interim matter, for only the agreement on principles was concluded by the main committees in the general bargaining sessions.

The principle of automatic progression to journeyman and the agreement to provide job standards and apprentice training were agreed to in general bargaining but again the detail and complexity of the problems involved in the development of a detailed program could only be solved at a later date. Progress is being made on this matter but no agreement will be concluded until all classifications have been covered. Presently the Union has the Company's proposal on the Master Apprenticeship Agreement and the programs for progression in the apprentice classifications of Lineman, Electrician, Cable Splicer, Machinist, Rigger, Electric Meterman, and Plant Mechanic for Pipe Line Operations. Subcommittees are working on them and meetings with the Company will be scheduled as soon as possible.

Revisions in every line of progression were necessitated by reason of changes in Titles 205 and 206 of the Agreement which provided for adoption of new principles but, again, details necessitated interim discussion. These discussions have been concluded and drafts of the final documents are being prepared for signature.

Agreement on the use and scheduling of Relief Employees in the

operating classifications was also based on adoption of principles. Details on the rules to be followed have been worked out on an interim basis and documents are being prepared outlining these rules.

In addition, under enablers provided in the PG&E Agreement, some 51 special agreements have been negotiated since the first of this year to take care of unforeseen issues or providing for the establishment of new or adjusted classifications. These vary, in terms of affecting numbers of people, from 1 person to those in an entire department. Examples of this are reclassification of 1 man from Warehouseman to Senior Warehouseman; reclassification of 6 Labor Foremen to Working Foremen; reclassification of Metcalf Station to Schedule I; establishment of rates for new Substations of Round Mountain and Tulucay; and adjustment of the rate for common carrier from 3 to 3½¢ per mile under the General Construction expense provisions.

Of the 51 separate agreements mentioned, 21 provide improvement in wage or other money consideration; 5 provide establishment of new classifications and wage rates; 11 are in the area of job protection, either special provisions for handling demotion or transfers, handling individual hardship problems, or temporary adjustments in job duties to avoid lay-off or demotion; 3 provide adjustment to work schedules; 7 involve clarification of agreement provisions; and 4 provide procedures involving training and testing matters.

This same pattern has occurred in other companies. Five special agreements were entered into on the Pacific Gas Transmission Company properties; 1 on Sierra Pacific Power Company; and 1 on California-Pacific Utilities.

At present we are in the process of handling some 22 separate issues on the properties of the Pacific Gas and Electric Company involving the same general problem areas as represented by those previously signed. This is a continuous process and these problems can only be resolved under our theory of a living document.

Thus, we see that negotiations are never at an end. The subject matter is restricted to issues which are problems now and which cannot wait for a contract opening. The selection of these matters which are continually arising requires careful judgment on the part of the Business Manager of the Union and the Manager of Industrial Relations for the Company. Matters of broad concern which are negotiated during a contract

term are decided by the negotiating committees. These are resolved by subcommittees operating under the limits proscribed by the terms of the agreement to bargain these issues as interim matters.

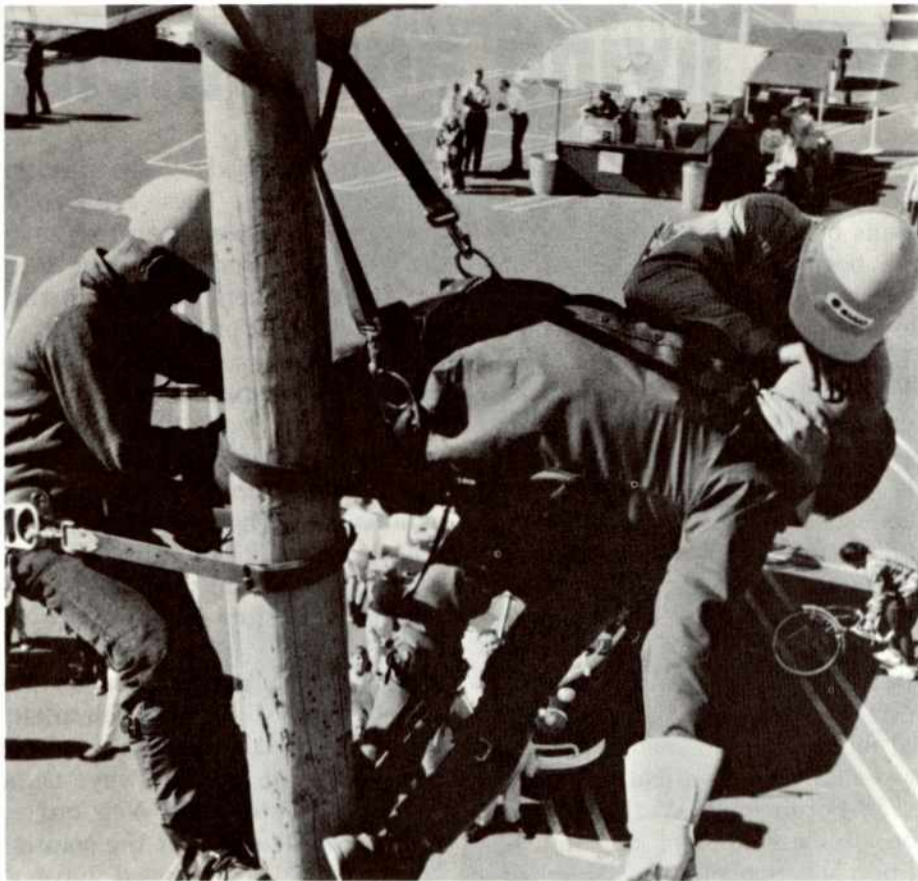
In many cases involving the issues which arise during the contract term it would be much easier to use the barrier of a closed agreement and attempt to maintain the status quo. The use of an arbitrator could also oftentimes be resorted to in shifting the burden of decision, for solutions are seldom easy.

To find answers means time-consuming study and discussion. Even when a reasonable solution can be found, it will always be unsatisfactory to some. Yet, our experience dictates that the solutions we've jointly developed have always been superior to those we have received when we have resorted to outsiders to provide the answers and it is our belief that despite the difficulties, the work and the sometimes unhappy few, we have produced results and in the most part, come up with improvements for which both parties can be proud.

The record of the last 15 years proves that it can be beneficial. Benefits from these interim agreements are being enjoyed daily by those we represent. The results of the adjustments which are being concluded during our current Agreement term are of major import to a large number of persons. The benefits when all are completed go far beyond the improved wage levels of those affected. Improved training and increased promotional levels through automatic progressions will provide a milestone for all who work for PG&E and for those who will follow.

"Well, Here's The Place!"





Pole top resuscitation is demonstrated by SMUD members Harvey Blair, John Toney and John Dahms (the "victim") at the First Annual Safety Fair held in Sacramento October 14th.

How to get your working contract

All members of Local 1245 are again reminded that copies of our collective bargaining agreements are available on request wherever they are in force on any represented property.

Many such copies are already in the field. Stewards are one source, Business Representatives another, and the Local Union Business Office also has copies on hand for distribution.

We have had a few cases where certain individuals represented by Local 1245 have alleged that they were unaware of the provisions of our contracts or that they did not understand the grievance procedures.

Therefore, through this notice in our official publication, we again remind all concerned that beyond the extensive distribution procedure followed by Local 1245, copies of our contracts are readily obtainable and that answers to questions concerning the provisions of our contracts can be obtained through attendance at scheduled Unit meetings, from Stewards on the job, from Business Representatives and from the Business Office, 1918 Grove Street, Oakland, California, 94612.

We believe concerned people will see these as reasonable steps to obtain copies of our contracts to learn their provisions.

Ronald T. Weakley
Business Manager-Financial Secretary



Jim McMullan points out to Dave Reese the general area of his assignment in East Bay Division as newly-appointed Treasurer Ermano Paganini looks on at right. Jim has left Local 1245 to do health and welfare insurance work in Oakland and John Wilder has been promoted to Assistant Business Manager, so Pete Dutton and Dave Reese have been appointed by Business Manager Weakley to take their respective assignments. Ermano Paganini has been appointed by the Executive Board to fill the unexpired term of Bill Miller who had to resign when he was promoted to a supervisory position with the U.S. Bureau of Reclamation. Our thanks go to McMullan and Miller for a job well done.

Another view of Vietnam

(continued from page two)

It is time for our Nation to truly determine if our interest is so deeply at issue at Vietnam that we can continue to sacrifice untold additional thousands of young men in a war that may be interminable. I do not believe we can, and I do not believe we should.

I believe our armed forces should not be increased over their present levels, and that their mission should become one of defensive support of the South Vietnam armies.

I believe, additionally, that we should materially escalate our efforts to find a peaceful and honorable end to that conflict—not to increase its ferocity.

10% SURTAX: The President has proposed a 10% Surtax on personal income tax. Several arguments in support of this proposal were advanced. First, the continuing and anticipated increased costs of the Vietnam War, and secondly, the need to decrease consumer spending by removing consumer dollars from the economy and thereby decreasing inflationary aspects of the economy, and, finally, the necessity of reducing the deficit and thereby additionally curbing inflation.

I intend to oppose the surtax for several reasons. First, I do not believe a further escalation of the Vietnam War with additional men is warranted, and, finally, the consumer in California has been hard hit by the billion-dollar tax increase imposed at the State Government level. A further increase in his taxes would not only "curb" consumer spending, but would push him and our State economy into a recession, in my view.

Sincerely yours,

JEROME R. WALDIE

United States Congressman, 14th District

Longer vacations in City of Oakland

Oakland

Members employed by the City's Electrical Department will enjoy longer vacations because of Local 1245's action.

Last year, the Oakland City Council granted longer vacations to the Police and Fire Departments even though the City Char-

ter and past practice provide for equal treatment. Before this last year, employees in all three departments had been getting three weeks' vacation a year.

When Union's discussions with the City Manager's office did not produce the desired results, Business Manager Ronald T. Weakley directed that City officials be notified in writing protesting the City's action and demanding compliance with the Charter. This letter was written because of the legal requirement a protest and demand must be made before seeking redress through the Courts.

On September 24th, Local 1245 was advised by the City Manager that Electrical Department employees would be granted the additional vacation this year, thus resolving the conflict.

As a result, Local 1245's members employed by the City of Oakland will now receive a total of 18 days' vacation after 15 years' service and 20 days' after 20 years.



Pete Dutton is the other new Business Representative in East Bay Division. Pete comes out of Contra Costa Steam Plant and served as Steward, Unit Chairman and Negotiating Committeeman prior to his appointment by Business Manager Ron Weakley.