

utility reporter

JULY, 1972
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 Local Union 1245, AFL-CIO,
 P.O. Box 4790,
 Walnut Creek, Ca. 94596



City of Berkeley Refuses to Negotiate

I.B.E.W. has represented employees in the Electrical Division of the City of Berkeley for over 20 years. Each year a settlement has been reached through amiable discussions with the City Manager and the Council.

This year Local 1245's Negotiating Committee met with the City on June 28 and explained their proposals as has been the custom. The City did not agree with 1245's proposals, and they refused to make any specific counter proposals in answer to the presentation.

On July 12, Local 1245's Negotiating Committee again met with the City of Berkeley and explained its position. The City responded by saying they did not really desire to make any proposal to Local 1245.

Local 1245, along with three other Unions, met again with the City of Berkeley on July 15. At this meeting, the City made it clear that they were not offering anything to Local 1245.

The City of Berkeley has yet to make any offer of any kind to Local 1245. The City of Berkeley has flatly refused to negotiate in good faith.

As long as the City of Berkeley continues to act in this irresponsible manner, the members of Local 1245 will continue to withhold their labor.

The members of 1245 working for the City of Berkeley have drawn no wages since July 12, 1972. They are fighting for simple justice. Their demands are few and within the means of the City of Berkeley to provide.

The Executive Board has established a committee to review appeals for consideration on hardship by those in our membership who may need assistance. This is an opportunity for all of us to show our interest in the welfare of our brother unionists. All Representatives are authorized to accept donations from the units or individual members who care to participate in this fight for justice. I would urge each of you to search your conscience and make a contribution to assist those who are carrying on your fight as well as theirs.



Shown at the center of the photo above is Assemblyman Ernest La Coste talking to the various Bus. Reps. and Ad Council members who live in the 3rd Senatorial District. La Coste, a candidate for the State Senate in the 3rd Dist. spoke at a Special Advisory Council meeting on Political Education.



The photos above show some of the men involved in the dispute with the City of Berkeley. The photo on the right shows Local 1245 member Ansel Seppanen, Elect. Foreman for City of Berkeley carrying a sign expressing the views of Local 1245 members in Berkeley.

YOUR Business Manager's COLUMN PG&E SETTLEMENT AND PAY BOARD

L. L. MITCHELL

Most of the interest this month centered around the Pacific Gas & Electric Company ratification of 1972 wage negotiations and the question of approval of the settlement by the Pay Board. To date, no information is available on the Pay Board decision. We have received confirmation of the Pay Board receiving the submission forms on June 26, 1972 and have had case numbers assigned to the various documents which have been submitted. No information has been given out as to when the decision will be rendered. As soon as any word is available, your Shop Steward will be informed.

Without attempting to predict the position which may be taken by the Pay Board on the P.G.&E. settlement, it is obvious that current settlements being reviewed by the Board are getting greater scrutiny than those reviewed in the past. Some very disheartening reductions have been ordered in some settlements which had been pre-negotiated, as well as new settlements coming up for review. (see articles elsewhere) We believe we have adequate information for approval, and have obtained written confirmation from the Internal Revenue Service of our right to use the short control year for our first increase. All we can do at present is to await an answer from the Pay Board. Until it is received no payments can be made by P.G.&E., and no action can be taken by us until the specifics of a ruling are known. If approved, the effective date will be June 25th. I only hope the ruling is right and we don't have to wait 'til Christmas to get it.

I read with interest that Judge

Boldt, Pay Board Chairman, in addressing the National Press Club in Washington, D.C., indicated that the Pay Board may trim back the present 5.5% raises now being allowed.

Business Week magazine has speculated that next year's wages may be limited to somewhere between 4.2% and 4.8% instead of this year's 5.5%. Although the Pay Board guidelines established a 5.5% allowable increase, Judge Boldt proudly pointed out in his talk that since Phase II began last year in November the Pay Board actually approved raises which average out to but 4.9%.

The Pay Board formula is based on a 3% national productivity figure and the target of a reduced inflation rate of 2 1/2%. I don't know how that fits into reports by the Department of Commerce which shows business profits after taxes in the first quarter jumped nearly 21%, but I can guess that the average wage increase of .6% less than the allowable under the guideline may have been part of the why.

With talk of further reductions in wage guidelines heralding in Phase III, we may as well forget wages being anything but labor costs. However, those of us who consider and use them as a means of providing what our families need to live on wonder what happened to that part of Phase II dealing with prices.

Food prices are an ever increasing drain on our wages; medical costs appear to have no limits; no controls on farm prices because this would lead to shortages. We must

(Continued on Page Two)

... HAVE YOU MOVED?

MY NEW ADDRESS IS:

NAME _____

STREET _____

CITY _____ STATE _____ ZIP _____

RETURN TO:

P.O. BOX 4790, WALNUT CREEK, CALIF. 94596

Benefits Provided for Local 1245 Members only

In addition to making improvements in your wages, fringe benefits, hours and working conditions, your Union provides certain family service benefits. Listed below are the benefits that are available to all members of Local 1245:

Death Benefits: Local 1245 provides a death benefit of \$500.00 for each member who maintains his membership in good standing. As soon as the first month's dues are deducted from a new member's pay check or received at Union Headquarters, the member is automatically covered. Each member should be sure that he has mailed in his beneficiary card. When a member retires, he may continue his coverage by keeping his membership in good standing at minimum dues rates.

Legal Advice Available: Brundage, Neyhart, Grodin, Beeson & Jewell, specializing in labor law problems, is the law firm which represents Local 1245 in problems arising out of the various collective bargaining agreements. Frequently Union members have need for legal consultation in such matters as accidents, (on and off the job), family relations, wills, divorces and drawing of contracts. Local 1245's arrangement with the firm is that the attorneys will consult with the Union members, either by telephone or in their offices, without charge. If it is determined that there is a need for legal work to be done, the member may have the firm do it at the minimum bar rates, or if they prefer, they may go to some other attorney.

Eye Care Benefits: Local 1245 has made arrangements through the Bay Area Professional Center to provide eye and ear care. The member and his family are entitled to a free eye and hearing examination at the Centers. If there is a need for corrective devices, the member may purchase them at a discount price. The Bay Area Professional Centers are located in San Francisco, Santa Clara and Sacramento.

Automobile Insurance: Local 1245 has arranged a program through 20th Century Insurance Company which may provide a lesser premium rate for automobile insurance for the Union member than he is presently paying. A form is provided for the member to complete and send to the insurance company. The company will then submit their premium rate to the member which he can compare with his present one.

Blood Bank: Local 1245's affiliation with the Alameda County Central Labor Council provides the capability for our members to join the Central Labor Council Blood Bank. The cost is \$2.50 per year for the member and his family. The plan will provide the needed blood without cost. It is not mandatory that the member donate blood; however, members located in the Alameda County and Contra Costa County areas may donate blood at various locations. (Donation centers are located in Alameda and Contra Costa Counties only). A member who donates a pint of blood will be entitled to \$10.00 for the donation. After a donation, the member will receive a slip from the donation center which, when presented to the Blood Bank, will authorize them to issue a \$10.00 check to the member.

When a member has a blood transfusion at the hospital, he will be presented with an invoice (bill) for each pint of blood received. These invoices should then be presented to the Central Labor Council Voluntary Blood Bank and they will replace the blood at no charge.

Scholarships: Local 1245 each year gives one scholarship (worth \$250.00 per year for each of four years) to the son or daughter of a Local 1245 member. A notice and application are printed in the Utility Reporter in the spring of each year. Additional information regarding the scholarships is available from your Shop Steward or Business Representative.

Local 1245 is always looking for ways to provide new benefits that are in addition to negotiated benefits for its members.

Pay Board nixes Dayton strike pact

Dayton Power and Light's strike settlement was rejected by the Pay Board. The Union and Management immediately appealed the ruling.

Dayton's strike settlement was 7 per cent wages, and about .6 of 1 per cent benefits. The Board allowed the benefits but would not approve the 7 per cent wage increase.

By an intricate calculation, the Board related the 7 per cent wage increase at Dayton to a 5.9 per cent increase on the aggregate rate, which is the total of the average wage plus the total of benefits ex-

pressed in cents per hour. In other words, the 7 per cent on the man's personal rate is not 7 per cent of the Company's total aggregate rate.

In any event, restructuring the settlement at 5.9 per cent of the aggregate, it would then only approve 5.5 per cent of the aggregate. This would mean ultimately a loss of about 2.2 cents per hour and a .4 cent per hour "secondary effect."

Both sides have appealed and asked for Pay Board hearings, but at press time no word has been received.

Mich. Labor Backs Utility Strike Bill

Strong support was registered by labor spokesmen last week for Michigan State House Bill 5777 which would end profiteering at consumers' expense by public utilities whose workers are on strike.

Under the terms of the bill, which was introduced in the House by Representative Dale Kildee (D. Flint), a public utility whose employees go on strike would be required to rebate to customers the amount the company saved in wages during the strike.

Determination as to the amount due to be rebated would be made by the State Public Service Commission and, under the terms of the Kildee bill, the payment would be made within 90 days after the strike ended.

Michigan AFL-CIO legislative representative Sie Chapple led the group of union representatives testifying on behalf of the bill before the Committee on Public Utilities which conducted hearings on the measure.

He urged that the bill be reported out by the committee with a recommendation for passage.

Spokesman for the Communications Workers also urged favorable action on the bill by the Committee, pointing out that present practice permits utility companies to endure a strike "without fear of monetary loss."

IRS Rejects Md. Water Pact

Maryland Water Company and UWUA arbitrated wages and conditions early this year at Baltimore, Md., with the award being 35 cents the first year and 10 percent the second year plus certain benefits.

The Internal Revenue Service office in Baltimore turned it down and the Union immediately appealed to the Pay Board. The Maryland case differs from the Dayton case in that Maryland Water was turned down by Internal Revenue and is being appealed to the Pay Board. Dayton was turned down by the Pay Board itself and is being appealed to the next step at the Pay Board.

YOUR Business Manager's COLUMN

Pay Board Approval Pending

L. L. MITCHELL

(Continued from Page One)

have no restraints on profits because this would kill the great American spirit of incentive.

One of the Pay Board members stated most of the work "is in matters involving labor unions as opposed to unorganized workers, for there is no problem with the little guy, the worker who doesn't belong to a big union or any union." That, my friends, is the key . . . business without restraint and controls on the right of unions to bargain their proper due. That has been Phase II. Phase III, which appears to be emerging through feelers such as Judge Boldt's little-publicized speech, is more of the same except the cuts in wages means less meat on the table and a loss of a few more of the comforts of life for you the wage earner.

Remedial Suggestions Made for Detroit Ed.


Quite apart from its strike problems, the Attorney General of the U.S. is suggesting certain "remedial" actions for Detroit Edison in its hiring and promotion practices under the Equal Employment Opportunity laws.

- All members of the affected class shall have opportunity to entry level jobs in other departments and the Company shall establish a procedure to implement them.

- All members of the affected class shall be credited with their plant seniority as if it were their department seniority in the department to which they transfer.


- No member of the affected class shall be paid at a lower rate than the rate of job from which transferred and shall receive increments until he reaches the level in the new job.

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the utility reporter

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The Real Club in a "Health Club" is the Sales Contract

By Sidney Margolius
Consumer Expert for Utility Reporter

Want to take off a few extra pounds? Or get some exercise? Or does your son want to learn karate?

The resurgence of heavily-promoted health clubs, saunas, spas and karate courses is causing grief to a new generation of consumers who sign long-term contracts and then find they can't continue or the club closes up. While the ads for the new crop of health clubs don't say so, the experience has been that these clubs try to sign you up for long contracts such as one or two years or even a lifetime membership.

Once you sign that contract, you usually have to pay. Under the holder-in-due course laws in most states, the club or spa re-sells your contract to a bank or finance company. You owe the bank the money.

One consumer organization—the energetic Virginia Consumers Council—recently even picketed a health club in that state (the European Health Spa). The consumer group went on the picket line to try to warn consumers about high-pressure sales tactics aimed at getting people to sign contracts they may later regret but cannot cancel.

The Virginia Department of Agriculture & Commerce earlier had warned that these contracts are noncancellable, and signers must continue to make the payments regularly and on time, even if they stop using the facilities. Especially beware when a salesman tells you this is the last day of a special offer, the Virginia authorities urged.

One of the worst incidents, but by no means an isolated one, occurred in Dellwood, a suburb of St. Louis. There, a "health and beauty resort" put on a big advertising campaign and signed up members with the promise of a big swimming pool and gym facilities. The health

club never even opened the pool and other promised new facilities. But the people lured by the enthusiastic ads still had to continue paying the finance company.

The promoters sold memberships even up to the day before the club closed, the St. Louis Better Business Bureau reported. One 19-year-old boy who paid \$150 in cash for membership came back the next day and found the club out of business.

Thus, the most exercise some health club clients get is trying to dodge the bill collectors later.

Jim Lotz, a Canadian lecturer on community affairs, told in **The Maritime Cooperator** how he had signed up for two years with the Ottawa branch of a U.S. health-club chain, making his monthly payments to a finance company. The "personal attention" promised in the ads turned out to consist of being measured once in a while, having a series of exercises outlined and being shown how to use the equipment.

But the worst happened when Lotz moved to another town. The contract as he understood it, said that if the client moved, the spa had to provide gym facilities within a reasonable distance. The nearest one proved to be 140 miles away from his new home. But the finance company still demanded payment. Lotz paid, figuring it would cost him even more to get a lawyer.

In New York City, if determined Consumer Commissioner Bess Myerson has her way, a karate student who signs a long-term contract but drops out if he finds he doesn't like it after all, would be protected by a rule requiring a pro-rata payment for lessons actually taken plus a 5% penalty.

A survey by the Consumer Af-

fairs Department showed that 12 out of 32 companies selling such "future services" contracts in that city, demand the full contract from any client who cancelled, no matter how little benefit he received. In one case, this charge amounted to \$1,500. The other 20 companies charged from 15 to 71% of the contract price for cancellation. The insistence on collecting most of the price or even all of it occurs even though salesmen told consumers who complained to her office that they could cancel "without penalty," Commissioner Myerson reported.

One of our readers, a Long Island, N. Y., woman who had an orthopedic problem, signed up for a one-year \$300 membership in a spa that promised to install a whirlpool bath for treatments her doctor recommended for osteo-arthritis. They never installed the pool but insisted she pay anyway even after the club closed up. She took her complaint to Small Claims Court, charging misrepresentation and breach of contract. But the knowing judge took the side of the corporation, which was represented by a lawyer while the woman represented herself.

The judge told the partially-crippled woman that she was lucky the health-club company was willing to let her use another one of its clubs 20 miles away to complete her contract. Moreover, the judge said she was harrasing the company official representing the health club as a witness by trying to bring out facts about the facilities and sanitary conditions.

So you can see how the whole shoddy game operates. The law usually is in on the side of the sellers of "future services"; they have the lawyers working for them; big

buyers'
bailiwick

banks and finance companies provide the money for the operation, and the courts, except recently for a few thoughtful judges, also usually side with the sellers on the basis of the sanctity of contracts.

Meanwhile the health clubs, saunas, and judo and karate clubs open, close, and often open again at another location or under other names. The former Vic Tanny gyms and Slenderella salons that a decade ago closed up leaving thousands of clients holding useless "lifetime contracts," now have given way to new clubs often using the same facilities.

Some of the operators try to frighten off authorities such as the Better Business Bureaus by bringing million-dollar law suits, just as the operators of multiple-distributor selling schemes do. The Council of Better Business Bureaus has just won a two-million libel and slander suit brought against it by Trim-A-Way Figure Contouring, Ltd. This company sells a "Body Wrap" technique through reducing salons.

The method is claimed to "contour" the body "through the application of specially formulated liquid . . . by means of saturated tapes which results in a reduction of the circumferential measurement of the body part . . ." The Detroit BBB reports that a spokesman for the University of Michigan Department of Physical Medicine says, "You can compress flesh by wrapping it rightly and get temporary reduction in size, but I emphasize 'temporary.'"

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A History of the I.B.E.W.

(Continued from Page Seven)

well as a death benefit of \$1,000 upon death by natural causes or \$2,000 upon death by accidental means. The accidental death benefit is payable only to active "A" members. By participating in both plans, it is still possible for our retired members who, of course, also receive either Social Security or Railroad Retirement, to live in moderate comfort.

The four years following our 1958 Convention were not easy ones for any segment of the labor movement. We experienced the most virulent wave of anti-unionism since the open-shop movement which followed World War I. Already beset by the effects of the Taft-Hartley Law passed in 1947 and "Right-to-Work" laws in 18 states in the United States, with laws equally damaging to labor in effect in the Dominion of Canada, our efforts in organizing and collective bargaining were made much more difficult, to say the least.

Then in September 1959, the Labor-Management Reporting and Disclosure Act, better known as Landrum-Griffin, became law. The International and our local unions were faced with considerable difficulty living with it and under it.

The IBEW Constitution and Bylaws were written for the welfare of the members of our Brotherhood and the public we serve, and they have proved themselves for more than 80 years.

Under Landrum-Griffin provisions, the IBEW has had to fight many cases in the courts to uphold the Constitution formulated by our membership for its guidance and protection. One particular court case could have literally destroyed our union insofar as its effectiveness is concerned, but eventually after many months, the Supreme Court ruled in favor of the Brotherhood. The fact that we were able to defend our Brotherhood and uphold its Constitution is perhaps our most significant single accomplishment since our Cleveland Convention.

Demo Platform Hits Administration Failures

A platform ". . . for the people" —supported by the Democratic ticket of Sens. George McGovern and Thomas Eagleton as well as Sens. Hubert H. Humphrey and Edmund S. Muskie—won overwhelming endorsement from delegates at the Democratic National Convention.

Almost all of organized labor's proposals on domestic issues, as written into the draft presented to the convention, sailed through in convention votes.

The critical section on "jobs, prices and taxes" was presented to the delegates by Steelworkers President I. W. Abel, a delegate from Pennsylvania.

All of the domestic sections, including economic, social justice, education, the environment and the cities, carried devastating indictments of the Nixon Administration. The key points in all these sections had been previously proposed

by the AFL-CIO and the UAW.

"The Nixon Administration," the platform said, "has deliberately driven people out of work in a heartless, ineffective effort to deal with inflation. Ending the Nixon policy of creating unemployment is the first task of the Democratic Party."

One of the sharpest thorns in labor's side has been Nixon's New Economic Policy and the adopted platform states:

"A first priority of a Democratic administration must be the eliminating of the unfair, bureaucratic Nixon Wage and Price controls."

On the other side, delegates turned down by a 2-to-1 margin a proposed minimum income of \$6500 a year. Proposals on abortion and homosexuality were not supported either.

Only two amendments to the
(Continued on Page Six)

Local 1245 and Politics '72

The right of Union's to participate in politics is one which has been debated, discussed, tried in the courts and lauded by some and attacked by others. The Supreme Court has upheld again the right of Unions to engage in certain types of political activity. Local 1245 feels that it has this right and responsibility and we plan to exercise it.

We do not plan to attack any one individual or any certain political party. Instead we will examine the issues and records and hope that we have given you enough information to make a knowledgeable decision when you vote in November.

One important note should be added at this point; *if you're not regis-*

tered, you can't vote! If you have moved recently you must register again. Do it now.

An incumbent has certain advantages, but they also have some disadvantages for they cannot deny those facts and figures which are shown by their record of performance during their term of office.

Because Richard Nixon has been the President of the United States for the last three and one half years, we are going to look at the record as it relates to those issues which affects the working men and women of this country.

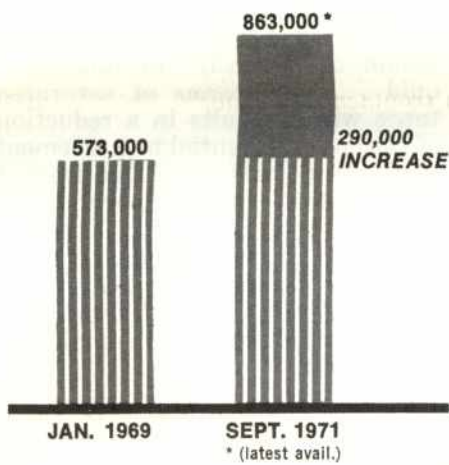
Shown below are some graphs which were made up at the first of this

"We can control inflation without an increase in unemployment."
—President Nixon, Jan. 27, 1969

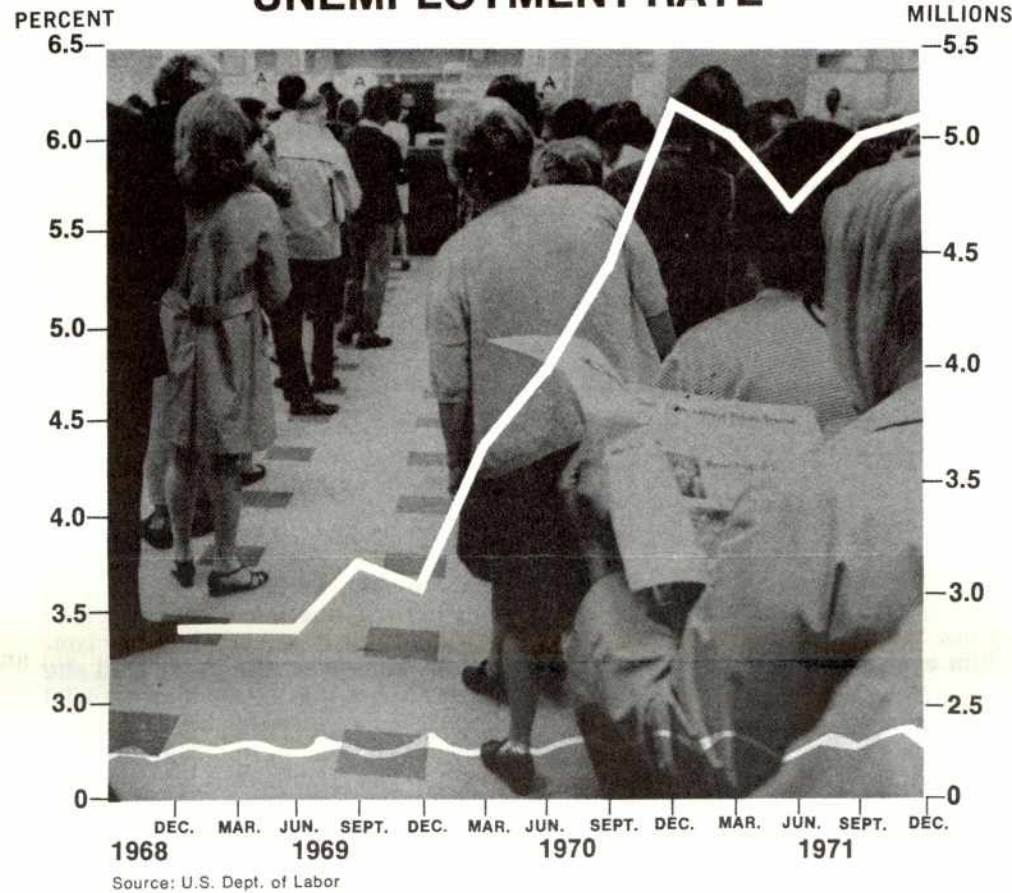
Figures in the chart (right) do not indicate the full extent of unemployment, since they fail to include so-called "discouraged workers", described by the Labor Department as persons not in the labor force because they think they cannot get a job.

The following shows the staggering increase in the number of "discouraged workers" due to the failure of Nixon economic policies.

DISCOURAGED WORKERS



UNEMPLOYMENT RATE



REAL UNEMPLOYMENT as of Jan. 1, 1972—9.2%
includes unemployed, underemployed and discouraged workers

NIXON VETOES JOBS

President Nixon's policies not only cost jobs, but he slapped vetoes on bills that would have created them.

HR 11102, June 22, 1970

Would have created an estimated 50,000 jobs in the field of hospital construction. (Congress overrode veto.)

S 3867, Dec. 16, 1970

Hundreds of thousands of needed public service jobs were vetoed. Bill would have provided vital services to thousands of communities as well as regular paychecks for many thousands now unemployed.

S 575, June 29, 1971

The accelerated public works bill vetoed by Nixon, would have created more than 420,000 jobs in communities with high unemployment.

IN ADDITION, 850,000 POTENTIAL ON-SITE JOBS AND 1.8 MILLION POTENTIAL JOBS IN SUPPORTING INDUSTRIES WERE LOST WHEN NIXON REFUSED TO USE \$12 BILLION IN FUNDS APPROPRIATED BY CONGRESS, ACCORDING TO AFL-CIO BUILDING AND CONSTRUCTION TRADES DEPARTMENT FIGURES.

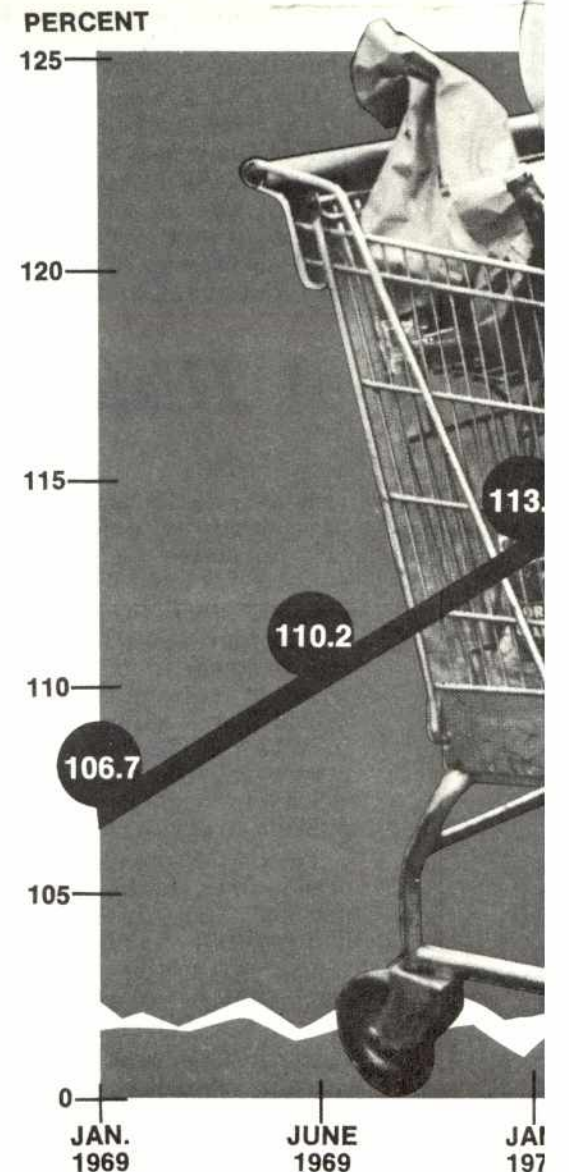
HOW MUCH CUTS?

Average

ITEM	JAN. 1969
White bread (lb.)	23¢
Hamburger (lb.)	57½¢
Round steak (lb.)	\$1.19
Hot dogs (lb.)	71½¢
Chuck roast (lb.)	65¢
Milk, delivered (½ gal.)	62¢
Potatoes (10 lbs.)	75¢

Source: U.S. Dept. of Labor

COST



year. The graphs deal with the cost of living and unemployment during the Nixon administration.

To bring you up to date on the Unemployment Rates and the Cost of Living Figures. The cost living for June, 1972 was at 125. A 3½ year increase of 18% plus. The Unemployment rate was at 5.5%. Still above the five million unemployed.

The record we have shown is the one which should be considered when casting your vote and not some last minute grandstand play which might be made at election time.

In the forthcoming issues of the Utility Reporter we will be looking at other aspects of the present administration and at the Labor record of Senator George McGovern. We will also be looking at some state and local candidates.

Voter Survey Criticizes Wage & Price Controls

(EDITOR'S NOTE: Following are major excerpts from a Baltimore Sun article by correspondent Art Pine based on a survey of the mood of the electorate in California, Texas, Iowa, Illinois and Maryland.)

President Nixon's wage-price control program is being viewed as unsuccessful in holding down inflation by an overwhelming majority of American voters.

Interviews across the nation show that while economists and businessmen generally see some impact from the Phase II controls, most ordinary citizens believe prices still are rising as rapidly as ever.

Indeed, in conversations over the past two-and-a-half weeks with hundreds of voters from Maryland to California, it was difficult to find anyone outside the business community who thinks the controls program is working.

"The whole thing is a disaster," says Mrs. Randy Cox, a Fort Worth waitress and home maker. "Prices slowed some during the freeze, but now they're back up again. It just isn't effective at all."

Dennis Knoble, a Rockford, Ill. machinist, agrees. "The average man is getting hit just as hard as ever," Mr. Knoble insists. "Some people might think Phase II is working, but I just don't see it at all."

Such widespread disenchantment, evident both in small towns and large cities, may not reflect the actual performance of the Phase II program, which many economists believe has had some beneficial results.

However, with the pocketbook emerging as the most potent issue in the 1972 campaign, many political strategists believe the dissatisfaction could prove a serious liability for the President by the time of the election.

Political leaders of both parties who were questioned about the Phase II situation generally agree with Robert J. Fitzpatrick, the Baltimore city councilman, that "it's people's perception of the thing, not reality, that counts."

"I think we may really prove to be vulnerable there," frets a GOP party executive in a swing-vote northern California community. Agrees a key Nixon lieutenant here: "It's a latent and troublesome issue."

To be sure, the bulk of the negative reaction to the program appears to be based on the continuing spurt in food prices — a sector not fully covered by Phase II.

Both Mrs. Cox and Mr. Knoble, for example, cited grocery bills first when questioned further about their criticisms of the program, and so did others interviewed. Only businessmen exclude food from their assessment . . .

Along with the general dissatisfaction about the anti-inflation effort, the conversations this past month also revealed several other widespread perceptions about the Phase II program not mentioned by policymakers.

First, despite assertions to the contrary by Administration spokesmen, a significant proportion of voters believes the controls have been tougher on wages than they have on prices, as labor leaders have been charging.

Then, too, while the Administration's recent exemption of most small businesses from the program may be considered sound policy by many economists, it is viewed by voters as a retreat. Most believe there are too many exceptions and uncontrolled areas.

The combination of factors appears to have trimmed day-to-day expectations for the program to the point where the vast majority of voters seem almost indifferent to general enforcement efforts.

Further, IRS offices across the nation report a considerable decline in complaints from the public about specific pricing violations, especially during the past few months.

While much of the drop undoubtedly is due to the exemption of small businesses from controls, some officials concede it also partly reflects a change in public attitudes signifying less interest than before.

Despite the generally negative reactions, the indications are that the political impact of the Phase II disillusionment is, at least at this point in the 1972 campaign, still more latent than real.

But Ron Diridon, a California-based pollster who has been tracking public attitudes on Phase II virtually since its inception, reports "a continually decreasing trend of acceptance" that could pose problems later.

In early September, when the wage-price freeze was still in force, Mr. Diridon reports, a full 64 per cent of the respondents in a representative community approved of the controls. By May, only 46 per cent approved.

The trends evident from talking with ordinary voters stand in marked contrast to the views expressed by businessmen, who generally felt the program was effective, if not as much as they had hoped, in halting inflation. . .

Los Angeles Citizen

HOW NIXON INFLATION CUTS YOUR PAYCHECK

Average Retail Prices of Staple Foods

Latest Figures Available

	JAN. 1969	NOV. 1971	ITEM	JAN. 1969	NOV. 1971
	23¢	25¢	Sugar (5 lbs.)	61	69
	57½	69	Eggs (doz.)	66	50
	\$1.19	\$1.38	Coffee (lb. can)	76	93
	71½	82½	Coffee (instant, 6 oz.)	90	\$1.10
	65	76	Tuna fish (6½ oz.)	35	44
gal.)	62	68	Frozen perch	54	72
	75	81	Frozen haddock	69	\$1.02

COST OF LIVING SOARS

1967 = 100%



Political Education Topic of Special Ad Council Meeting

The Executive Board called a special meeting of the Advisory Council on July 15, 1972 for the purposes of political education.

Willie Stewart, chairman of Local 1245's Political Action Committee, and President Thomas opened the meeting with a general explanation of the purpose of the meeting and of the Local's position regarding politics.

The speakers were: Asst. Bus. Mgr. Mert Walters, Al Gruhn, President of the Calif. Labor Federation, AFL-CIO, Fred Smith, Asst. Cope Director, State Assemblyman Ernest La Coste, and Bus. Mgr. L. L. Mitchell.

The main theme of the meeting revolved around the issue of what legislation can do to union negotiated benefits. If working men and women do not elect people who are interested in them, not only will their Union's capability to bargain collectively be restricted, they will see such benefits as workmen's comp. and unemployment insurance fall further behind the needs of the people.



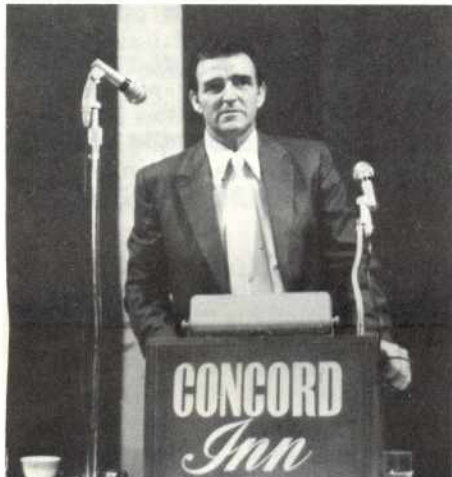
L. L. MITCHELL



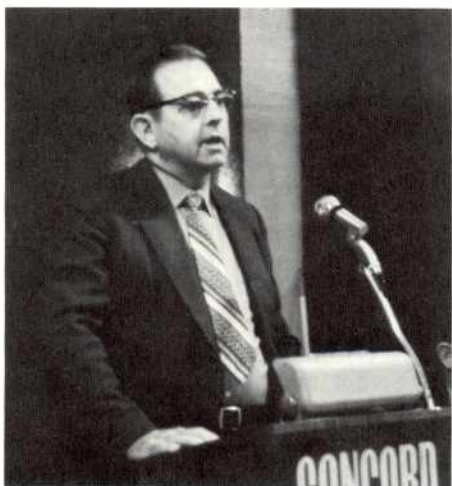
AL GRUHN



MERT WALTERS



LEE THOMAS



FRED SMITH



WILLIE STEWART



Shown above is a partial view of Ad Council members attending the political education meeting.



The balance of Council members are shown in the photo above.



Shown above are Mr. and Mrs. Ernest La Coste. Mrs. La Coste is walking precincts with her husband in his attempt to become a State Senator in the 3rd Senatorial District.

PLATFORM

(Continued from Page Three)

original draft were accepted. One strengthened the stand in support of Israel and the other supported "allocation of federal surplus lands to American Indians on a first priority basis."

Just as labor considers jobs the most critical issue today, the Democratic platform provides the same thrust.

"The Nixon 'game plan' calls for more unemployment," the Democratic platform said. "Tens of millions of families have suffered joblessness or work cutbacks in the last four years in the name of fighting inflation . . . and for nothing."

National Health Insurance, another top priority labor goal, received strong endorsement from the Democratic delegates.

The platform section on trade zeroed in on multinational corporations, backed protections for workers hit by low-wage imports and other provisions of the AFL-CIO-supported Burke-Hartke bill except import quotas.

Organized labor has called for fundamental tax justice and spotlighted the shift of the tax burden from the rich to the working people of America. The Democratic platform outlines a tax proposal based upon ability-to-pay along the lines urged by labor.

Los Angeles Citizen

'Remedial' Suggestions Made for Detroit Ed

(Continued from Page Two)

- Any bypasses within the affected class shall be set forth in detail within 15 days.

- The Company shall recruit and hire minorities on an accelerated basis equal to 40 per cent of the hiring and 25 per cent of the total work force.

- The Company shall use mass media in the minority community.

- The application form for hiring shall not contain ratings for appearance, personality, speech, background, or relatives.

- The Company should fill all future vacancies on the basis of 1 for 1—i.e. one in the affected class to one in the unaffected classes, in Production, Construction, and Transmission-Distribution, Meter, Electrical System, Transportation and Meter Reading.

- The Company shall ultimately have 25 per cent of the crafts occupied by affected group.

- The Company shall review its affected class employees to see if they can become Foremen or Supervisors.

- The Company shall hire minorities for executive, managerial, professional and technical positions.

- The Company shall not test persons of the affected group other than by validated tests in accord with EEOC guidelines.

- The Company shall give back pay equal to the average earnings since January 1970 based on the 20 unaffected group employees in jobs whose employment dates are nearest to the date of the member of the affected class. The names are to be worked out.

- The Company shall make a printout, by department, and continue to do it for 6 years, showing name, race, department, job code, pay rate, hire date, and the totals employed in craft and non-craft jobs, those pending and those rejected.

It should be pointed out this is simply a suggested settlement by the Assistant Attorney General and has been briefed. It is of great interest to UWUA locals and members because similar actions may be taken elsewhere.

A History of the IBEW

PART VI

World War II

During the War, travel was curtailed and our conventions had to be postponed again. But the years between 1941 and 1946 when we were again to meet in Convention were active ones for our Brotherhood and all in it. The demand for electrical work and Electrical Workers dominated all phases of the war effort. Our Brotherhood measured up to all that our country expected. We set up a system by which we were manning defense jobs within 72 hours from the time we received our Government's request. Much effort on the part of local union officers and members went into accelerated training programs for new members. More than 35,000 of our members served in the Armed Forces. (Incidentally, the rest paid the dues of these members, including their Pension and Death Benefits, by means of a Military Assessment.)

When the call went out for special projects at sites such as Pasco, Washington, our Brotherhood adequately manned the jobs and admirably performed every time.

We can still look back in pride knowing that 95 percent of all the electrical work used and installed in the prosecution of the war effort was performed by IBEW members. And what is doubly significant, it was done under union shop conditions.

By the end of 1943 it became evident that 37 cents was insufficient to pay for a \$40 monthly pension. A special assessment of 70 cents was levied and allocated to the Pension Fund for the first six months of 1944 and in July of 1944 this assessment was reduced to 20 cents.

A significant IBEW development evolving from the war years was the emphasis placed by the Brotherhood on training for the rapidly developing and expanding field of electronics. In November 1944, the IBEW established a National Electronics School in connection with the Engineering College of Marquette University, Milwaukee, Wisconsin. From that date until June, 1945, hundreds of IBEW members were given intensive training in electronics. They, in turn, returned to their local unions as instructors for the rest of their members, so that in a few short months thousands of men were prepared to enter the new electronic age.

The demands of war brought attendant benefits to the IBEW as a reward for its outstanding defense efforts. When our Convention call for 1946 was issued, inviting delegates to the Golden Gate City, San Francisco, our membership had passed the 360,000 mark.

The San Francisco Convention is remembered as a somewhat stormy one with heated election campaigns. Brother D. W. Tracy who had served the Brotherhood as International President from 1933 to 1940 defeated the incumbent, Ed J. Brown, for the top IBEW position. There were numerous changes in the Vice Presidential and Executive Council posts.

This Convention made the 20 cent assessment a permanent part of the apportionment of dues to the Pension Benefit Fund. In addition, 3 cents of the amount apportioned to the General Fund was given over to the Pension Fund, making a total of 60 cents monthly.

At that 1946 Convention also, another important change was effected with regard to the Pension Plan. The benefit was raised from \$40 to \$50 a month, effective January 1, 1947.

The International Officers and the members realized that 60 cents per month still fell far short of the amount needed to put our plan on a sound basis, and sought other ways and means of having our working members and employers share part of the expense of paying pensions of retired members.

On October 1, 1946, an agreement between the National Electric Contractors' Association and the IBEW was signed establishing the National Electrical Benefit Fund. The contractors agreed to put 1% of their payroll into this special fund. It was ratified by both the NECA and IBEW Conventions, received United States Treasury Department approval in March 1947 and became effective 60 days later on May 5, 1947.

Also, our 1946 Convention created still another type of membership, the "BA." This gave us three types—"A," "B" and "BA." The "BA" member was given equal rights in every way with the "A," both paying the same per capita and both having equal voting rights, while the "B" member continued to pay 50 cents with limited voting rights. The only difference between the "A" and "BA" members, then as now, was that the "A" membership carried Death and Pension Benefits for which the "A" member paid an additional sum.

A few months following our San Francisco Convention, Brother G. M. Bugnizet, who had served 22 years as International Secretary, tendered his resignation. President Tracy, with the approval of the I.E.C., appointed J. Scott Milne, Ninth District Vice President, to fill the vacancy.

By action of the 1946 Convention, two new Vice Presidential Districts of the IBEW, the Eleventh and Twelfth, were created. Progress meetings for all Vice Presidential Districts were instituted in 1947.

Anti-Labor Legislation

In the interim between our 1946 Convention and our 1948 Convention, the Taft-Hartley Act was passed, which created tremendous problems for the labor movement and considerably hampered our efforts to organize new members.

It was in 1947 that the permanent National Joint Apprenticeship and Training Committee, to which we referred earlier, was set up. Arrangements were also made to expand our apprenticeship program in order to step up our supply to industry.

In September 1948, our Twenty-Third Convention was held in Atlantic City. Considerable attention was given at this Convention to the new

Taft-Hartley Law and the anti-labor legislation promulgated in numerous states.

Our Twenty-Fourth Convention took place in Miami, Florida, in 1950. Again anti-labor legislation and its effects played a prominent part in both Officers' reports and floor discussions.

A significant development in the interim between the '48 and '50 Conventions was found in statements issued by International President Tracy and our International Executive Council in May of 1950, in which the IBEW clearly stated that it preferred Private Ownership of Utilities to Public Ownership because of the more favorable climate for collective bargaining with the privately-owned companies.

Following the 1950 Convention, which was an expensive one for our union, a referendum vote of our membership established conventions every four years instead of each two as our Constitution had previously directed.

In October 1952, a full time Director of Apprenticeship and Training was appointed by the IBEW and NECA.

On January 1, 1953, as a result of a referendum vote, "B" membership was eliminated and all members were required to transfer to "A" or "BA" membership.

In 1954 in Chicago, the Twenty-Fifth and largest Convention of our Brotherhood took place. As a matter of fact this was the largest labor union convention ever held in the world. There were 3,130 delegates in attendance representing a membership of 625,000.

On April 15, 1954, Brother D. W. Tracy resigned and Brother J. Scott Milne who was serving as International Secretary was appointed by the International Executive Council to take his place. Brother Tracy became our honored President Emeritus.

To serve as International Secretary, President Milne appointed a long-time member of the Brotherhood, Brother Joseph D. Keenan. These two officers were at the helm when our Chicago Convention was convened.

By referendum vote of the membership, the number of delegates to all subsequent conventions was reduced. With the steady increase in our number of members it would soon have been impossible to locate cities with proper accommodations to handle our conventions—thus this referendum action.

Reports of the Officers to the 1954 Convention still emphasized the evil effects of the Taft-Hartley Law and the vicious "Right-to-Work" laws which, by then, had been enacted in 16 states.

The reports and convention discussions also highlighted, however, the progress being made in membership growth and improved collective bargaining agreements in spite of these damaging laws.

Less than a year following our Chicago Convention, on July 20, 1955, International President J. Scott Milne died. On July 25, our International Executive Council appointed Vice President Gordon M. Freeman of the Fourth District to the post of President.

Under Presidents Milne and Freeman, a number of innovations were initiated in the International Office. Training classes were held for Representatives. Individual departments were set up by the International President to assist local unions and representatives in the field in the areas of Manufacturing, Utility and Telephone Operations.

In the period 1954 to 1958, wage gains increased an average of 141 percent to 154 percent in all branches of the industry, over the previous four-year period.

The years 1955 and 1956 brought considerable gains in the Telephone field with sizable groups of independent telephone unions electing to join the IBEW.

This was an era of gains for Railroad Workers culminated by the declaration of the Supreme Court on May 21, 1956, that the union shop amendment to the Railway Labor Act was constitutional. Following the Supreme Court decision, union shop agreements were negotiated with all major carriers in the country with three exceptions.

There were innovations in our Apprenticeship program. A full apprenticeship training program for Outside Electrical Apprentices was developed and made available in January of 1957. An Assistant Director of Apprenticeship and Training was appointed in 1957 because the number of apprentices in training in the construction field increased by 46 percent since 1952 when the first director was appointed.

Because of the increased participation of the IBEW in the Atomic Energy field, a full-time International Representative was appointed to handle related matters.

Major changes were made in pension rights. In 1957, the National Labor Relations Board ruled that limiting pension benefits available to IBEW members only was not legal. Many people, who were working for contributing contractors but not members of the IBEW, were not eligible for the pension plans and, therefore, received no coverage. To correct this situation, the different pension plans were divided into the two separate funds which are in effect today—the National Electrical Benefit Fund (NEBF) and the IBEW Pension Benefit Fund (PBF). Now all eligible employees working for covered employers are covered by the NEBF, which provides each eligible employee with a monthly pension based on \$3 per month for each completed year of credited service if they retire after January 1, 1968, or \$2 per month if they retired before that time. In addition, IBEW members wishing to participate in the IBEW Pension Benefit Fund (PBF) may do so. The PBF provides benefits computed on the basis of \$2 per month for each year of continuous good standing as

(Continued on Page Three)

The Safety Scene

Will You Be Next?

January 6, 1972

While attempting to drive a nail through a pipe strap, a piece of unknown material struck a Gas Serviceman in the left eye. As the injured was wearing his glasses at the time, the particle must have entered the eye from the side.

January 24, 1972

A Cable TV Installer was working from a ladder when this accident occurred. Due to the ground in the work area being muddy as a result of recent rains, the injured placed his ladder on a board before climbing it. When he reached a point approximately 8 feet above the ground, the ladder slipped off the board causing the injured to fall. He sustained bruises and skin abrasions.

January 1972

Two Steam Department employees were unloading a 20 foot length of channel iron from the bed of a pickup. The injured employee was supporting his end of the load on his shoulder when the other employee put his end on the ground. As the injured attempted to put his end down, it slipped out of his hands and struck his foot. The employer took him to a doctor, where it was found he had a compound fracture. It also required 6 stitches to close the wound.

February 2, 1972

Two Electric Department employees were working on the ground while the other members of the crew were performing live line work on the pole. The injured employee had just finished attaching the tie-down chain to the bottom of the pole and was walking away from it when the accident occurred. The other employee was sending two "hot come-alongs" up to the men on the pole. Near the area of the secondary cross-arm, the hook on the handline caught on a section of line apparatus, and to clear it, the workman let off on the line lowering the hook and two come-alongs. This movement allowed one of the come-alongs to strike the x-arm and slip off the hook. The injured was approximately 6 feet from the base of the pole when he was struck on the back of his head by the falling come-along. The force was so great it knocked him to the ground and split his hardhat. Fortunately, the employee did not receive major injuries as a result of this accident.

February 4, 1972

An employee was attempting to bend the brace on the ground rack that had been installed improperly on a new Line truck. The brace snapped off under this pressure and struck the workman in the forehead. The wound required 7 stitches to close.

February 10, 1972

A Line crew was attempting to pull an old pole riser out of the ground with the use of the cable running through a single pulley sheave attached to the ring on the material dolly. When they started to pull out the riser, the ring on the dolly broke loose and the pulley block struck the injured in the hip, fracturing it.

February 29, 1972

A Lineman was pulling up street light duplex on a pole that had a conventional transformer on it. As he was preparing to dead end the conductor to the secondary cross-arm, he inadvertently contacted the bottom of the 12 kv cutout without the preform grip. He received burns to both hands.

February 29, 1972

A Line crew was preparing to remove the wire from the top part of a pole that had been broken off and was lying on the ground. The injured had applied binders and wire grips across the deadends on the conductor. Upon taking the strain off the deadend insulators he reached over to remove the pins. At this point his hand contacted the broken insulator, severing four tendons and inflicting a 2½ inch laceration.

February 1972

Injured had just completed welding a gas riser pipe and was carrying it from the truck to the meter location on a new building under construction. As he walked under a painter's scaffold, a board fell approximately 2 feet striking him on the top of his head. It required 3 stitches to close the wound.

February 1972

Employee was making an overhead electric arc weld in a small sandy excavation. Unknown to him, some sand fell into the back of his arc hood, and when he raised the hood the sand poured over his face causing some particles to lodge in his eyes.

April 3, 1972

Injured was standing on a length of gas pipe to hold it down, while a second employee was cutting the pipe with an acetylene torch. When he completed the cut, the second employee pushed the remaining section away from him causing the injured employee to slip off the pipe. Injured sustained a sprained ankle.

April 24, 1972

Employee was attempting to move a portable construction toilet on the deck of a flat bed truck, when he felt a sharp pain in his shoulder. Upon examination, it was found the injured suffered a shoulder separation.

May 4, 1972

While attempting to locate an underground gas leak, an employee was withdrawing a "home-made" probe bar from a test hole when the probe shaft broke. The handle struck the injured in the head just above the right eyebrow. The wound required 7 stitches to close.

Un Thoughts About The Uncareful

The prefix **un** has recently swept into prominence. True, it's been around for a long time, but it has been assigned some new communicative tasks. First we heard about "Uncola," and soon it became **un** this and **un** that. We even heard one politician call another "a member of the **unparty**."

This got us to thinking about the uncool group which quickly turns **uninterested** when the talk is directed toward safe work, safe play, and safe behavior in general. The subject, to them, is **unreal**.

On the automotive side, this breed—let's call them the **unsafe**—are generally the **unbuckled**. That's why, after the crackup, they are so often **unwhole** or **unalive**.

Once they are in gear, the **unsafe** become the **undrivers**. Their performance is offensive, rather than defensive. Observe them in the driver's seat, and you'll quickly find that they are the **unpolite**, the **unsignalling**, the **unalert**, the **unlegal**, the **uninhibited**. They are **unworried**, too, about overdriving their endurance, so they often become the **unawake** and the **unconscious**.

Few of the fourwheeled foulups they cause are **unfatal**.

In their homes, the **unsafe** are quite **unlikely** to read warning labels on household chemicals—and so the **unread** sometimes fail to qualify as members of the **unpoisoned**, the **unburned**, or the **unexploded**.

During fun afloat, the **unsafe** are often **undressed** when it comes to life preservers, so that they sometimes can't manage to remain **unsubmerged** or **undrowned**.

The **unsafe** typically sneer at the danger of sunburn—and so they literally become **uncool**. And, after much agony and peeling, they become **unskinned**.

We go for the prefix **un** when we're talking about the **undamaged**, the **uninjured**, and the **unimpaired**, the **unbandaged**, the **unsplinted**, the **unwheelchaired**, the **unsquashed**. But it gives us the cold chills when we're talking about the **unheeding**, the **unprepared**, the **uninterested**, the **uncareful**—the **undone**!

Which **un** are you?
—Safety Facts and Figures

Safety Training Saves Life

On July 20, 1972 Dale "Shorty" Dunn, Sierra Pacific Power Company Lineman, came in contact with energized primary 23 kv on a job site in Yearington, Nevada.

Brother Dunn fell from the pole upon contact with the energized primary. Foreman Stan Martin and Helper Bill Smith reported to us that "Shorty" was not breathing and he had no vital signs when they reached him. Brothers Martin and Smith administered mouth to mouth resuscitation and heart massage and by the time the ambulance arrived, Brother Dunn was breathing normally.

Dunn received serious burns on his arms, hands and chest. The latest report from the hospital is that he is progressing very satisfactorily.

The swift effective action taken by Brother's Smith and Martin is the only reason that Shorty Dunn is alive today. They obviously were listening and learning when they were given life-saving training at safety meetings.

Local 1245 is recommending Stan Martin and Bill Smith for the IBEW Life Saving Award because of their heroic acts.