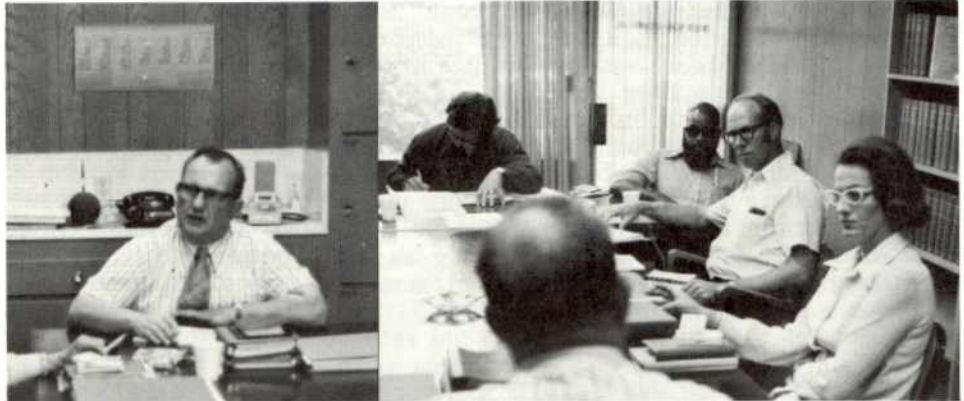




# utility reporter

JULY, 1973  
OAKLAND, CALIFORNIA  
VOL. XXI, NO. 7  
Official Publication of I.B.E.W.  
Local Union 1245, AFL-CIO,  
P.O. Box 4790,  
Walnut Creek, Ca. 94596



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

## Unit 2211 Members Make Gains

On June 13, 1973 members of Local Union 1245 employed by the Bureau of Electricity of the City of Alameda voted to accept the results of negotiations between the Union and the City. The memorandum of understanding executed between the parties will run for a period of 30 months, from July 1, 1973 through December 31, 1975, and provides for the following improvements.

- Wages**
- 1) Inequity adjustments for the classifications of Electric Maintenceman, Apprentice Electric Maintenceman, Electric Maintenceman, Leader, Traffic Signal Maintenceman, General Foreman, Meter Superintendent and Line Superintendent.
  - 2) Improvements in the method of compensating employees who relieve Substation operators.
  - 3) A 4% general increase effective 7/1/73.
  - 4) Effective 1/1/74 and 1/1/75 general increases in amounts necessary to maintain the Lineman's rate at 5¢ per hour above P.G.&E.
- Fringe Benefits**
- 1) An increase in the life insurance coverage for employees from \$5,000 to \$7,000 (\$10,000 to \$14,000 AD & D) fully paid for by the Bureau.

- 2) Inclusion of an unmodified 50% survivors' continuance in the P.E.R.S. coverage for Bureau employees.
- 3) Improvement in major medical lifetime maximum under Blue Cross coverage from \$10,000 to \$20,000. Bureau to continue paying full premium costs for 2 party coverage.
- 4) An additional guaranteed holiday (Columbus Day), bringing the total to 12.

- Other Matters**
- 1) Inclusion of final and binding arbitration as the last step in the grievance procedure.
  - 2) Effective 7/1/73 a full agency shop provision.
  - 3) Improvements in the rest period provisions to cover all overtime worked between midnight and 6:00 A.M.
  - 4) Reduction in the number of holidays on which employees will be required to put up and remove flags, with an increase of from two to three hours minimum overtime for each operation.
- Local Union 1245's negotiating committee consisted of employee representatives John Dias, Larry Ryan and Shop Steward Ron Wose, together with Business Representative Veodis Stamps and Senior Assistant Business Manager Mert Walters.

(Continued on Page Seven)

## The E.E.O.C. and Seniority

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

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

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

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

## YOUR Business Manager's COLUMN

### THE GRIEVANCE PROCEDURE

L. L. MITCHELL

When the news media seeks out a story relating to the relations between management and labor, they usually center upon the differences between the parties relating to collective bargaining disputes and strikes. These are important and in the eyes of the public rate the headlines, but more important is the mutual resolution of problems in the day to day relationship through a grievance procedure usually provided by the collective bargaining agreement.

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

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

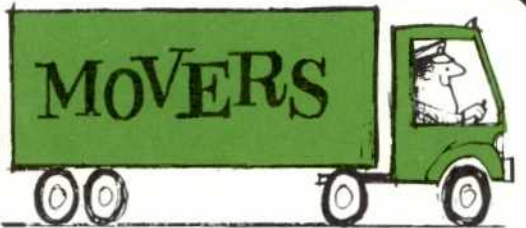
of unnecessary bargaining disputes and strikes.

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

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

(Continued on Page Two)

**... HAVE YOU MOVED?**



MY NEW ADDRESS IS:

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

RETURN TO:

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

# LOCAL 47 AND SO. CAL. EDISON SETTLE

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

## Retirement Plan

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

## Group Life Insurance Plan

1. Contributions of employees un-

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

## Dental Plan

1. The Company will pay for a dental plan for employees and dependants which will cover 50% of the cost of basic dental services, excluding braces and other orthodontic care with a maximum annual benefit of \$1000 per insured family member.

There were various other improvements in the Long Term Disability and Medical Plans. The terms of the agreement run from July 1, 1973 to June 30, 1978, with a re-opening effective July 1, 1976, for the purpose of negotiating changes in the medical, disability and dental plan.

# Pension Benefits

## PART VII

Another feature of a Pension Plan is a Survivor's Option or Joint Pension Option. This Option provides a pension for two people rather than one.

Take for an example—an employee who retires and selects the Joint Pension Option, naming the spouse as the joint pensioner. The selection of this option would normally reduce the pension benefit in accordance with an actuarial table or schedule. He lives for ten years then dies. The spouse then would begin receiving a pension benefit until she dies.

Understandably, a pension that provides benefits payable to two people for as long as either one shall live would cost more than a pension that provides a benefit for only one participant. It is like playing the tables in Nevada, the odds of beating the life expectancy and mortality tables are better with two lives than one.

The cost-reducing technique used is to reduce the amount of benefit. The ages of the participant and joint pensioner are important factors in determining the amount that the benefit is to be reduced.

On the theory that one can live more cheaply than two, many plans provide an option to reduce the benefit (50%-75%) to the survivor, which allows a higher pension to both as long as both continue to live.

Although the practice has diminished, some plans require the employee to make a choice on the joint pension 5 years before retirement date. The theory is that by age 65 or normal retirement age some employees may be able to make a pretty good guess as to whether their joint pensioner is likely to outlive them. Experience has shown that unless the option can be exercised at the time of application for retirement, very few workers exercise the option.

Now let's take a look at the Joint Pension Option in the Pacific Gas & Electric Retirement Plan. Part III Section 3.10 Joint Pension Option states:

"A Participant's Normal or Early Retirement Pension terminates on his death. If he wishes his Pension continued in whole or in part after his death for the life of a Joint Pensioner designated by him, he may elect to have his Normal or Early Retirement Pension paid as a Joint Pension by giving his Employer at least thirty days advance written notice of his election prior to his Actual Retirement Date."

If the election is made, the Participant will receive a reduced monthly Pension and his Joint Pensioner will receive the proportion of the Participant's reduced Pension, up to 100%, which the Participant has elected, for the remainder of the Joint Pensioner's life. The amount of the reduction will be determined in accordance with actuarial factors adopted by the Committee from time to time. Certain of the rates applicable until December 1, 1973, are listed in Special Provision G.

"Once elected, a Joint Pension cannot be changed after the 30th day preceding the Participant's Actual Retirement Date, but if either the Participant or his Joint Pensioner should die before his Actual Retirement Date, his election will automatically become inoperative. A Participant's Spouse may not receive both a Joint Pension under this section and a Spouse's Pension under Section 3.11."

### SPECIAL PROVISION G

FACTORS USED TO DETERMINE THE REDUCED ANNUAL RATE OF RETIREMENT ANNUITY PAYABLE TO JOINT PENSIONERS WHO ELECT A 50% OR A 100% OPTION EFFECTIVE JANUARY 1, 1969 THROUGH DECEMBER 1, 1973

#### 50% OPTION ELECTION

Age Nearest Birthday of Joint Pensioner on Participant's Normal Retirement Date	Male Participant Age 65 Normal Retirement Date		Female Participant Age 65 Normal Retirement Date	
	Male Joint Pensioner	Female Joint Pensioner	Male Joint Pensioner	Female Joint Pensioner
55	.835	.806	.890	.865
56	.841	.812	.894	.870
57	.848	.817	.899	.875
58	.854	.824	.904	.880
59	.860	.829	.909	.885
60	.867	.835	.914	.890
61	.873	.841	.919	.894
62	.880	.848	.924	.899
63	.886	.854	.928	.904
64	.893	.860	.933	.909
65	.899	.867	.937	.914
66	.905	.873	.942	.919
67	.912	.880	.946	.924
68	.918	.886	.950	.928
69	.924	.893	.954	.933

#### 100% OPTION ELECTION

55	.717	.675	.801	.762
56	.726	.683	.809	.770
57	.736	.691	.817	.778
58	.745	.700	.825	.786
59	.755	.708	.833	.793
60	.765	.717	.841	.801
61	.775	.726	.850	.809
62	.785	.736	.858	.817
63	.796	.745	.866	.825
64	.806	.755	.874	.833
65	.817	.765	.882	.841
66	.827	.775	.890	.850
67	.838	.785	.898	.858
68	.848	.796	.905	.866
69	.858	.806	.912	.874

NOTE: Factors for additional options are available through the Employee Benefits Section, General Office Personnel Department.

(Continued on Page Seven)

## YOUR Business Manager's COLUMN

### THE GRIEVANCE PROCEDURE

L. L. MITCHELL

(Continued from Page One)

A grievance procedure, to be successful, must be based on a "realistic" policy of interpreting the contract by acknowledgment of any complaint as a grievance. This does not mean that the Company gives in to unrealistic demands, but it does mean honest evaluation of problems and dealing with intentions rather than circumstances. Common sense and justice are the keystones to avoiding labor difficulties, and there must be a sincere effort on the part of all those in grievance processing to avoid technicalities to gain advantages not intended by the parties when they bargained and wrote the language of the agreement.

It seems to me that somewhere along the line "legalism" of the grievance procedure on the property of our major employer has been substituted for the "realism" of practical resolution of differences at lower levels of the grievance procedure. If grievances are to be adequately handled, they must, in the main, be handled by those closest to them. This "home rule" works much better than the absentee decision making which does not always look at the humanistic needs, and the crossing of T's and dotting of I's doesn't impress any-

body. Speedy settlement is almost as important as the settlement itself. Even an adverse decision with plausible reasons is preferable to a long period of delay before decision or no decision at all. The concentration of grievance problems at upper levels reduces the capability to provide local autonomy on issues of small magnitude if kept confined. It also creates time delays which make answers more difficult. No one can deny that a contract exists, but an interpretation policy which makes the grievance procedure a court of law with the contract the end rather than the means of settlement of differences may win legal battles but it does not produce happy productive employees.

Such a process is somewhat parallel to the anecdote attributed to Vic Feather, once General Secretary of Britain's Trade Union Congress, who says that when the legal approach is used and the court tells the Union what it must do, it's like a man getting into a quarrel with his wife and takes his wife to court to force her to cook his dinner. The court order comes down and the judge says she must cook the dinner. No doubt she will follow the order. But, if you were the husband would you then eat it?



## the utility reporter

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# 260 Years of Service Represented as 5 Receive Membership Citations and Pins

The International Office of the IBEW has sent four 50 year pins and one sixty year pin to Local 1245 to be awarded to the proper recipients; E. Shackleford, H. J. Breen, R. B. Guiberson, R. D. Johansen, and C. A. Barr.



This photo shows Executive Board member Tom Conwell, left, presenting "Smiley" Barr with his 50 year pin.

## C. A. "Smiley" Barr

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

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

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

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

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

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

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

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

Editor's note: The following portion of this article was written by James F. Wilburn, the chairman of Unit No. 1111 Fresno.

## R. B. "Dick" Guiberson

Today there are many who receive benefits the union bargains for without paying for them. Yesterday union members often had no contractual

benefits, unless threats of dismissal can be considered benefits. They maintained their membership and paid dues as a matter of principle. Richard B. "Dick" Guiberson was one of those members. Dick served as an officer, working without pay.

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

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

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

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

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

## E. Shackleford

E. Shackleford, to be awarded a 60 year pin, was initiated into the IBEW, Local 100 in Fresno August 12, 1913 where he served his apprenticeship and became a journeyman wireman. He worked for a number of electrical contractors in the Fresno Area and principally for Kimberly Electric Co. He also worked for Valley Electric which merged with San Joaquin Light & Power before that company was merged with the Pacific Gas & Electric Co.

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

## R. D. Johansen

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

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

In 1952 the members of Local 50 working for the City of Alameda were transferred to Local 1245.

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

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

## H. J. Breen

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

Brother Breen went to work for the Key System in Alameda in 1923 and worked there until 1929. He took a "traveler" to Local 151 in 1927 and worked on the Hetch Hetchy project. He then went to work for Parathane Paint Co. which was non-union and he organized the workers and it became a union shop. Breen went to work at the Mare Island navy yard in 1937 and worked there until he went to work for P.G.&E. in 1941.

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

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

# Transit District Involved in 14th Consecutive Maintenance Awa



Shown above are Frank Andrade, standing, and Wilfred Nunez, Advisory Council member for the Transit District members.



Nels Borg is shown working on a radiator at the maintenance center.



This photo shows Noel Smith, mechanic, as he prepares to work on an old cable car replica.



Painter Frank Cernicky and Frank Vasquez are shown as they finish up a paint job on one of the buses.

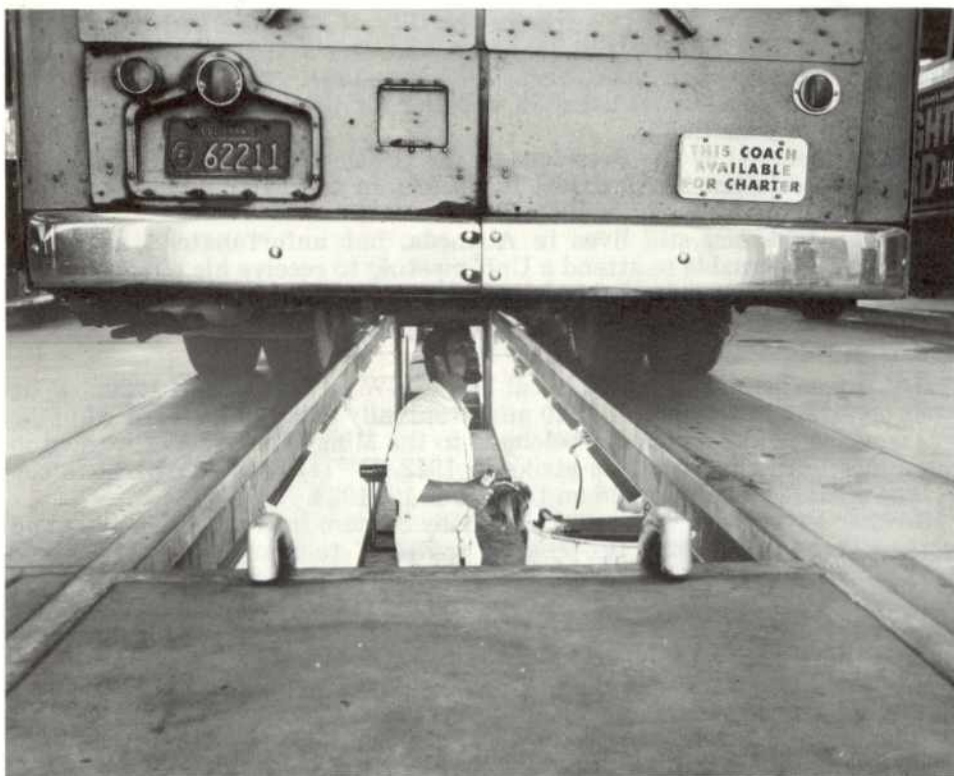
On April 1, 1973 some of our members awoke to find they were no longer employed by the Sacramento City Transit Authority. It was on this day that the Sacramento Regional Transit District assumed or consumed the old Transit Authority. This action ushered in a new era of mass transportation for the Greater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

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

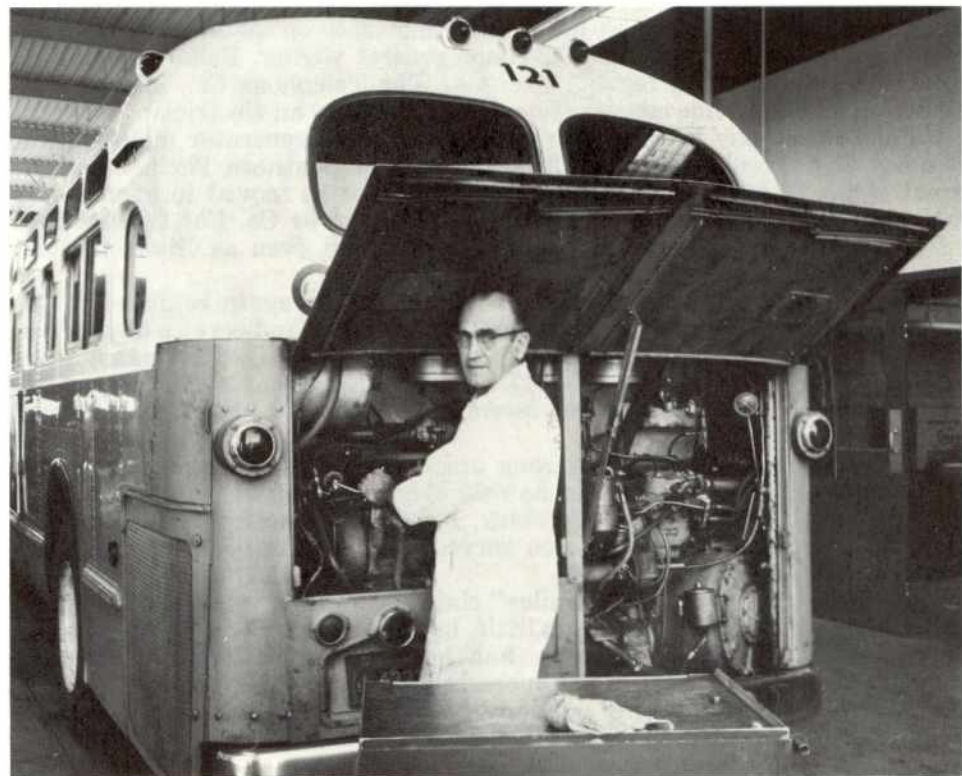
With the expanded service and plans for additional routes "R.T." has also had to purchase 22 additional air conditioned coaches, plus lease some older ones. As a result there are plans to hire some additional 6 or 7 people in the maintenance dept. This will bring more opportunities for advancement for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



Shown above from left to right are Sally Nunez, Char Tafoya, Shop Steward.



Shop Steward Richard Tafoya, serviceman, is shown servicing one of the many buses in the District's fleet.



"Keep 'em rolling" is the motto and mechanic George Smith is shown trying to do just that.

# the Award 1245 Members Employed by the Sacramento Regional

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both the State and Federal programs.

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

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

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

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

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

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



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



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



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



This photo shows more participants of the award dinner.



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

# The E.E.O.C. and Seniority

(Continued from Page One)

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

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

## Retroactive Application

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

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

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

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

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

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

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

The cases listed below are the "landmark" decisions:

Griggs vs. Duke Power—Seniority

Robinson vs. Lorillard Co.—Seniority and rate retention and back pay

Clark vs. American Marine Corp.—Seniority and rate retention and back pay

U.S. vs. Bethlehem Steel Corp.—Seniority and rate retention and back pay. 18,000 employees

U.S. vs. Virginia Electric Power—Seniority and rate retention and back pay

Long vs. Georgia Craft—Seniority and rate retention and back pay

Quarles vs. Phillip Morris—Seniority and rate retention and back pay

Hicks vs. Crown Zellerbach—Seniority and rate retention and back pay

U.S. vs. Papermakers and Paperworkers, Local #189—Seniority

In light of the above court cases, hopefully, the membership will understand that changes are necessary in order to fulfill the requirements of the law. Item number (3) of Section 703 of Title VII states it shall be unlawful for a Local Union to cause or attempt to cause an employer to discriminate against an individual in violation of this section.

## Local 1245 Members Can Be Affected

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

## Discrimination Existed

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

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

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

## New Power

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

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

## Compliance Will Come

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

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

## Departmental Discrimination

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

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

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

P.G.&E. was in the list of Utilities invited to testify at the special hearings previously mentioned. PGE's efforts have been notable since passage of the Civil Rights Act as compared to many other groups. Due to this effort there should be less problems than there would otherwise be. They did send representatives to Washington, D.C. to present their views, as did certain other Utilities. Later the Commission sent out a Technical Assistance Group to San Francisco to review with P.G.&E. their Affirmative Action Program. The report from this group was not very complimentary and P.G.&E. submitted a rebuttal pointing out a number of errors in the analysis made by this Technical Assistance Group.

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

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

## Compliance Committee Established

An E.E.O.C. Title VII Compliance Committee composed of four employee members has been established to work with the Business Manager to review relative court decisions, E.E.O.C. recommendations submitted to P.G.&E. and other materials. See page one for names and photos. The Local has a positive obligation under the law, as stated by Section 703(c) (3) of Title VII, and will have to work with P.G.&E. to make adjustments in the seniority provisions which will meet the requirements of E.E.O.C., or we can be forced by court decisions to accept changes which we had no part in negotiating. The Committee is attempting to include membership proposals for change along with the revisions which must be made if we are to get the most equitable seniority system and still meet the spirit as well as the letter of the law.

# Pension Benefits

(Continued from Page Two)

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

Based on these facts the journeyman's pension benefit would amount to \$357.46 per month. Going now to the Special Provision G table, under the 100% Option Election in the first column on the left we find age 62 for the joint pensioner. Now go across to the third column from the left we find the factor for the Female Joint Pensioner. The pension benefit (\$357.46) is multiplied by the factor (.736) which equals the amount of pension (\$263.09) which is the benefit both would receive for life.

If this same journeyman selected the 50% option, his pension (\$357.46) is multiplied by the factor (.848) which would provide him with \$303.13 per month for as long as he lives. When he dies his wife would receive 50% of his pension (\$151.57) for the rest of her life.

As another example let's take a female Clerk B employed by P.G.&E. who: 1) retired on April 1, 1973, 2) was 62 years old, 3) had 30 years of Credited Service, 4) had a husband who is 65 years old and 5) selects the 100% Option Election.

Based on these facts the B Clerk's monthly pension would amount to \$303.72. Going now to the table under 100% Option Election, in the first column on the left we find age 65 for the joint pensioner. Now go across to the fourth column from the left, we find the factor for the male joint pensioner. The pension benefit (\$303.72) is multiplied by the factor (.882) which equals the amount of monthly pension (\$267.88) which is the benefit both would receive for life.

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

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

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

## William E. Bricker Jr.

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

### LOOK FOR YOUR CARD NUMBER



This photo shows Local 1245's "Cross Hatch committee" in action. Pictured from left to right are: Gil Huston, Lloyd Medlin, Bill Aussieker, Jack Hill and Ed Vallejo.

# Bargaining Roundup

## PACIFIC GAS AND ELECTRIC COMPANY

### Gas Street Department:

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

### Terminal Operators—PLO:

No change since last report.

### Marysville Gas Load Center:

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

### Technicians:

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

### General Construction/Lines of Progression:

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

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

Consolidation of Gas Meter Shops: No change since last report.

## CITIZENS UTILITIES COMPANY OF CALIFORNIA

Arbitration hearing held on July 16 and 17, 1973. Arbitrator Morris Meyers will render a decision in the near future.

## CALIFORNIA-PACIFIC UTILITIES COMPANY (Winnemucca District)

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

## MT. WHEELER POWER, INC.

Negotiations completed. Commissioner Garvey from the Federal Mediation and Conciliation Service office in Salt Lake City assisted Union and Company committees in reaching an agreement on wages and contract language. The agreement is for a term of one year and provides for approximately a 7 1/2% to 8% wage increase; additional holiday; fully paid medical; better vacation benefits; tool allowance; rest period; better overtime provisions; monetary adjustment in various classifications. This was a first agreement, so naturally it contained all the basics toward development of a good labor agreement. Contract was approved by a unanimous vote of the membership.

## X-RAY ENGINEERING COMPANY

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

## Unit 2211 Members Make Gains

(Continued from Page One)

### City of Berkeley

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

### City of Oakland

Effective July 1, 1973, Local Union 1245's members employed by the City of Oakland received a 5% general increase, together with an eight dollar per month increase in the City's contribution to the health insurance program, (total contribution now \$41 per month) and a two dollar per month increase in the City's contribution for the employee's dental insurance program (total contribution now \$6.40 per month). Also gained were the observance of four hours on Christmas Eve and New Year's Eve as holidays, an agreement to review salaries for Helpers at a later date, and to work towards the establish-

ment of a grievance procedure prior to January 1, 1974. Union's negotiators were Shop Stewards Cecil Jackson and James Rowley, together with Business Representative Veodis Stamps.

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

### Alameda/Contra Costa Transit District

Effective 7/1/73 members of Local Union 1245 employed by the District received a 5.5% general increase, together with an increase in the District's contribution for dental insurance for employees and their dependents of \$4.67 per month, bringing the total contribution to \$12.50 per month. The foregoing was the result of a 2 year agreement negotiated in 1972. The Electrician's rate effective 7/1/73 is \$6.80 per hour, which includes 3¢ per hour resulting from the cost of living provisions contained in the current Agreement.

# The Safety Scene

## Will You Be Next?

**October 10, 1972**

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

**October 12, 1972**

**Double Fatality**  
On this date Brothers James O'Shea, age 57 (welder), Robert Pearce, age 37 (maintenance helper), and Paul Shaw, age 27 (ACO), were given a job assignment to install a steam trap on a 1" steam line at Contra Costa Power Plant.

The job site was located in a 3 foot deep by 4 foot square pit in a brick firehouse that sits apart from the main plant.

The work was completed and the tools and equipment were put away. Brother O'Shea was in the pit inspecting the weld job when a moisture separator on a 6", 200 lb., 450° steam line cracked and burst open. This line was adjacent to the line the men had been working on, and Jim was standing right next to it. The other two employees were above him, watching Jim make his inspection.

Brother O'Shea was killed instantly. Brother Pearce received 3rd degree burns to over 50% of his body and succumbed to his injuries on the night of November 2, 1972. Brother Shaw received 3rd degree burns to 15% of his body and was released from the hospital on November 1, 1972.

**November 3, 1972**

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

The deceased, a Troubleman, had responded to a customer's call regarding a 40-hp agriculture pump.

He was subsequently observed by a neighbor hanging upside down in his body belt on the transformer pole.

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

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

**November 5, 1972**

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

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

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

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

**November 22, 1972**

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

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

**November 24, 1972**

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

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

**November 30, 1972**

While breaking out concrete for a tower footing in a substation, an employee drove the paving breaker "Gad" through a concrete encased 4KV line.

Although no injury was sustained in this accident, the report is printed here as a warning to all of our members working on underground facilities: cut yourself in on the job and ask for help from qualified employees as to locations of underground conductors.

In this case, the employee was told by a Gas Department supervisor that the 4KV conduit was a **drain line**.

**December 7, 1972**

**Fatality**  
Brother Manuel Carvalho, age 57, was fatally injured while working near an excavation in San Francisco when a loaded ten-wheel dump truck ran out of control down a hill into the area where approximately 12 men were working.

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

**December 27, 1972**

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

The injured employee was standing between the vehicles when the running truck slipped into gear, pinning him between them.

Injured employee suffered a crushed pelvis and damage to his back.

**January 16, 1973**

**Fatality**  
While sitting in his service truck a Gas Serviceman was shot to death. He had been called to this location in Emeryville on a routine service call.

As his wallet was missing, police believe the motive was robbery.

The deceased was 27 years old and had been employed since December 27, 1972.

**January 21, 1973**

A Lineman suffered injuries to his back while attempting to secure a #4 triplex service to a temporary service pole.

He had just pulled it up to sag and was securing it with the preform grip when the "knob" pulled out of the pole. This action pulled the injured backward and off the ladder to the ground.

**February 1, 1973**

Job in progress was to transfer 12KV triangle construction. The two workmen were tying-in the ridgepole phase when this contact was made. The Apprentice Lineman had finished tying in his side and had passed the "hand" (live-line tool) to the Journeyman. The Apprentice then swung around, apparently to move the handline, and contacted the metal pin bracket with his right hand.

The injured suffered burns to his fingers and insole of left foot.

**February 5, 1973**

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

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

One crew set up on the pulling end with a power take-up reel and the other crew was on the opposite end of the line with a single reel dolly. They were using a 1/2-inch rope line with which to pull the wire in.

At the wire end, the place of the accident, the men found that back wheeling of the reel was too slow so they started pulling on the rope by hand. At a point where the men had approximately 30 feet of rope coiled up around their feet the line hung up on a bridge located in the right-of-way. The Lineman told Foreman Brush that he would go down and hold the rope free and Bob could pull it free by himself. The Lineman was just about to the point where the rope was hung up when suddenly the rope shot straight up into the air and snapped. The Lineman turned around and saw that the Apprentice Lineman on the pole was all right, then looked to the ground and saw Bob lying underneath the reel dolly.

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

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

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

## TRAFFIC FATALITIES INCREASE

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

Partially because of the greater number of miles traveled, the actual number of accidental traffic deaths was three per cent higher in 1972 than in 1971. The number of deaths per 100 million miles driven, however, was 4.5, the lowest rate on record.

By age group, the greatest number of people killed in motor-vehicle accidents were between 15 and 24 years old. The fewest number of people killed were infants up to age 4 and those 75 and over.

By region, the mid-Atlantic states were the only ones to have a de-

crease in the number of deaths. All other regions had an increase in the number of deaths ranging from one-half of one per cent in New England to a whopping 13 per cent increase in the Mountain States.

The greatest increase of accidental vehicular death involved bicycle accidents in which 1,100 people were killed. The total represents an increase of 29 per cent over 1971.

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

National Safety News