



utility reporter

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Lee Thomas Jr., President of Local 1245, John F. Bonner, President of P.G.&E., and L. L. Mitchell, Business Manager of Local 1245, are shown above from left to right, just after Mr. Bonner had delivered an "energy crisis" message to Local 1245's Advisory Council.

John F. Bonner addresses Ad Council on energy crisis

John F. Bonner, President of P.G.&E., spoke to a gathering of Local 1245 members on Saturday, November 10, 1973. This is the first time in the history of our Local that a president of P.G.&E. has addressed the Advisory Council.

Mr. Bonner gave the group a very candid picture of the energy crisis and its possible effects. He began by giving a brief review of the events which led up to the energy crisis. He pointed out that only a year or two ago the company was very proud of the fact that their building program was well ahead of the estimated demand. They still have sufficient generating capacity to handle the energy needs through 1975, but they do not have sufficient fossil fuels to turn the generators.

The company had firm commitments from Canada for increased supplies of natural gas and they have "changed their minds" and have refused any further increases in supply.

The Federal Power Commission has ordered a cutback of 15% on the amount of natural gas the El Paso Gas Co. delivers to P.G.&E. This supply is not sufficient to meet the needs so the next immediate answer is oil. At the time it became apparent that there would be a shortage of natural gas the Company had the storage capability of only 3 million barrels of oil. They now can store up to 9 million barrels and they are in the process of building more storage tanks.

Mr. Bonner stated that the company had initiated its own energy conservation program within the company itself and it is expected to save the equivalent of 64,000 barrels of oil a year. This amount could serve as many as 6,500 homes for a year.

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P.G.&E. and E.E.O.C. Voluntary agreement

Editor's note: Printed below is the voluntary agreement between P.G.&E. and the E.E.O.C. According to a company spokesman this agreement represents only part of the affirmative action program of the Company and was made up in response to recommendations of the office of Technical Assistance of the E.E.O.C.

Introduction

In November, 1971, the U.S. Equal Employment Opportunity Commission held three days of public hearings in Washington, D.C. on the employment practices of the nation's gas and electric utility industries. Subsequently, the Commission's Office of Voluntary Programs reviewed the employment profiles of those companies who testified at the hearings.

The Office of Voluntary Programs offered to assist companies who requested help in establishing Affirmative Action Programs providing equal employment opportunity for women and minority group workers.

This Voluntary Agreement is the result of the joint effort between the

(Continued on Page Four)

Local 1245 wins arbitration award against Citizens Utilities

CITIZENS UTILITIES COMPANY OF CALIFORNIA Arbitration Case involving hospital insurance negotiations.

The Arbitrator's award is as follows:

1. The Company has not followed its obligations under page 27 of the Agreement to Amend. It shall commence negotiations with Union immediately for the purpose of reaching final agreement with respect to hospital insurance.
2. The Arbitrator hereby retains jurisdiction in this case in the event there is a disagreement between the parties as to the implementation of this award.

Morris L. Myers, Arbitrator
Dated: November 27, 1973"

YOUR Business Manager's COLUMN A lesson from court decisions

L. L. MITCHELL

This issue of the Utility Reporter contains the Voluntary Agreement between P.G.&E. and the E.E.O.C., which you should read carefully. It is unlike a court decision or a consent decree arising from litigation, for it was drafted jointly by the parties on a voluntary basis. While it proscribes certain parameters, it is more in the nature of an experiment than a decree.

In order to gain more information on the scope of the voluntary agreement, a meeting was arranged through my office with a representative of the E.E.O.C. working in the office of Voluntary Programs who had assisted in the development of the agreement.

In the discussions we were told that the voluntary agreement was

not a total answer to all problems, nor did it provide remedies for eliminating all discrimination. We were also told that the Commission expected the Company and the Union to make appropriate changes in the seniority provisions during the current negotiations, which would make further remedies by the Commission unnecessary.

The scope of the voluntary agreement is limited and except for numerical goals in the Electric Dept. remedial action is specific only as it relates to women. Its affect on the physical bargaining unit agreement is slight, as the emphasis is on recruitment and transfers of women into entry level physical jobs. I stated it was somewhat of an ex-

(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

Bargaining Roundup

CALIFORNIA-PACIFIC UTILITIES COMPANY (Lassen Division)

Union and Company have exchanged proposals. First negotiating session with Company was held on November 15 in Susanville.

CALIFORNIA-PACIFIC UTILITIES COMPANY (Winnemucca District)

Negotiations were completed and members rejected Company's proposed settlement. Company and Union have been discussing further changes. Members will be voting again in the very near future.

TELEPROMPTER OF SANTA MARIA (Clerical)

No meeting as of this date.

STATE TV CABLE

Members rejected Company's proposed settlement. Arrangements are being made for further meetings.

CENTRAL CALIFORNIA COMMUNICATION CORPORATION

Preparations are being made for negotiating meetings in the near future.

OCEAN VIEW CABLEVISION, INC.

Preparations are being made for negotiating meetings in the near future.

MONTEREY PENINSULA TV CABLE

Preparations are being made for negotiating meetings in the near future.

CITY OF LOMPOC

Negotiating meetings were held on 11-12-73 and 11-14-73. Two meetings were scheduled for Nov. 28 and 29. Serving on Union's negotiating committee are James E. Lewis, Wilbur W. Herrier, James B. Olivera III, Larry G. McCammon and Business Representative Mark R. Cook.

DAVEY TREE SURGERY COMPANY	} Proposals developed. Preparations being made to set up dates for negotiations.
SOHNER TREE SERVICE, INC.	
PACIFIC TREE EXPERT COMPANY	
UTILITY TREE SERVICE	

YUBA COUNTY WATER AGENCY

Membership ratified proposals. Negotiations complete.

THERMALITO IRRIGATION DISTRICT

Agreement has been ratified. Negotiations complete.

RICHVALE IRRIGATION DISTRICT

Have had one negotiating meeting; no other meetings scheduled at this time. Union has submitted proposals which include improvements in the medical plan, vacation schedule, wages and agency shop provision.

CITY OF HEALDSBURG

Union has submitted proposals. Further meetings are scheduled.

CITY OF SANTA CLARA

Negotiating Apprentice Training Program for Electricians and Apprentice Metermen. Concluded Lineman and Cable Splicer.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Interim bargaining on meal allowances completed with an increased meal allowance resulting.

TURLOCK IRRIGATION DISTRICT

Preparations being made for further meetings. Moves made in several areas.

TRI-DAM PROJECT

Union is awaiting Company's counter proposals before any future meetings are scheduled.

OAKDALE IRRIGATION DISTRICT

Union is studying Company's counter proposals.

MERCED IRRIGATION DISTRICT

Negotiations complete. Working on language for inclusion in contract.

PLACER COUNTY WATER AGENCY

Just about ready to commence general negotiations.

CITY OF ROSEVILLE

Had one formal negotiating meeting and scheduled for another in a week or so.

NEVADA IRRIGATION DISTRICT

Just about ready to conclude general negotiations; possibly one or two more meetings.

PACIFIC GAS TRANSMISSION:

Union's committee met with Company on Monday, November 12, 1973. No further meetings scheduled at this time.

PACIFIC GAS AND ELECTRIC COMPANY

Gas Meter Shop Consolidation Committee: Union's committee met on November 13, 1973 to discuss recently announced closing of certain meter shops by July of 1974.

Pipe Line Operations-Senior Terminal Operators and Terminal Operators-Gas Load Centers: Being handled in general negotiations.

GC/LOP-Civil Gas & Hydro, Field Operations and Process Centers: No change since last report.

Pension and Benefit Committee: On Thursday, November 15th, Union and Company discussed Union's proposals and possible areas of improvement. The actuarial valuation of the retirement plan was reviewed. The next meeting of the Pension and Benefit Negotiating Committee is scheduled for December 6th.

Wage and Contract Committee

Wage and Contract Committee: The pace of negotiations appears slow in relation to the information contained in the negotiating committee bulletins one thru four. However, there are many important issues at stake and it is imperative that the two committees thoroughly understand each other's proposals and the reasons for opposition to certain proposals.

The meetings of the wage and contract committee and of the sub-committees will pave the way for meaningful counter proposals aimed at bringing the bargaining process to a timely and reasonable conclusion.

The committee did not meet during Thanksgiving week. The full committee, combined with the E.E.O.C. sub-committee, met with the company on November 27. Company is preparing a counter-proposal to Union's proposal as submitted in August and reprinted in the September issue of the Utility Reporter.

The next meeting is scheduled for December 4th.

YOUR Business Manager's COLUMN

A lesson from court decisions

L. L. MITCHELL

(Continued from Page One)

Reporter we outlined the several theories which had been set forth by various court decisions. We indicated that the "Rightful Place Doctrine" seemed to have emerged as the predominant method for elimination and correction of past discriminations. (To refresh your memory we have reprinted the three main approaches mentioned in the July issue.) See page six.

We have also printed a summarized Federal District Court decision which sets forth what can happen when allegations of discrimination become the subject of a lawsuit. In this case (U.S. vs. Detroit Edison Co.) the decision will no doubt be appealed, but I believe that it should be borne in mind that except for the assessment of punitive damages many of the other remedies set forth in this decision have already been upheld in a number of other court cases.

Through discussions at Steward and Unit meetings plus articles in the Utility Reporter, we have tried to bring to the attention of our members the fact that the courts have stated the law emphatically prohibits discrimination in employment practices affecting women and minority group workers and that it will not be tolerated. The courts have made it clear that despite who is at fault or what the cause, both unions and employers are going to be forced to live with court determined remedies if they can't work out a system to not only eliminate discrimination but to provide some means for transfers of affected classes into preferred lines of progression and to allow attainment of their "rightful place" in the new lines of progression to make corrections for past discrimination.

In our July issue of the Utility

Reporter we outlined the several theories which had been set forth by various court decisions. We indicated that the "Rightful Place Doctrine" seemed to have emerged as the predominant method for elimination and correction of past discriminations. (To refresh your memory we have reprinted the three main approaches mentioned in the July issue.) See page six.

Any change in a seniority system is going to alter the placement of people in the promotion ladder. Those adversely affected have legitimate concerns, but it is my belief in light of increased activity by the E.E.O.C. that we cannot sit by and do nothing or make only the minimum changes needed to keep ahead of the Commission. If we don't try, it will be the Union and not the Company which must accept responsibility for the failure to meet our moral and legal obligations.

Each day additional court decisions are being handed down which strengthen my belief that our Union and all of our Employers must revise or adopt new seniority systems to broaden promotion and transfer rights to all employees. If we don't do it through bargaining, we are sure to face the consequence of court developed processes to remedy the deficiencies. This is bound to happen somewhere in the broad jurisdiction we cover.

I am sure most of our members would agree that a seniority system which we develop through joint efforts with our Employers is preferable to a court determined system with possible wage restitution for periods where discrimination existed and, yes, we could also face the possibility of punitive damages as set down in the case of the Union on Detroit Edison.



the utility reporter

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The Truth About Ground Beef

By Sidney Margolius, Consumer Expert for Utility Reporter

Betty Furness, one of the most determined consumer defenders, has taken up the battle against lack of quality in processed foods. Miss Furness, former federal consumer counsel and now New York City's Consumer Affairs Commissioner, recently urged the U.S. Department of Agriculture to make manufacturers put more meat in prepared meatballs.

She noted that under a proposed USDA regulation, meatballs found in ready-to-serve canned and frozen foods need have only 65 per cent meat. Processors can use up to 12 per cent cereal ingredients such as bread crumbs, 8 percent liquids, and 15 percent nonmeat ingredients such as flavorings, vegetable products and other inexpensive fillers.

Miss Furness pointed out that fresh hamburger and even frankfurters are required to have more meat.

If the government permits low standards for processed foods, it owes the public a requirement that manufacturers show the actual percentages of the inexpensive ingredients such as meat or poultry. The USDA recently did take a first step towards such candid labeling by requiring that products called "patties with meat," made with other ingredients such as soy products, must list the actual percentages of the main ingredients.

This is an important breakthrough in our long campaign for percentage labeling. Otherwise, consumers have no way to know all

the present confusing subtleties of labeling; for example, that a product called Beef with Gravy has at least 50 percent beef (cooked basis) while one labeled Gravy with Beef need have only 35 per cent.

Hamburger Best Buy

Increasing evidence confirms that ordinary hamburger is usually the best value among the various fresh ground meats, prepared patties and meatballs, and sausage meats such as franks and bologna. In a new survey we found that at \$1 a pound for hamburger, you pay \$1.24 for 100 grams of protein. If you buy all-meat franks at \$1.27 a pound, the 100 grams of protein costs you \$2.14. If you buy bologna in bulk pieces at \$1.09 a pound, the 100 grams of protein costs \$1.75. But if you buy bologna sliced, at the rate of \$1.49 a pound, the protein cost is a startling \$2.39; more than the protein cost of even steak.

Interestingly, if they're all about the same price, liverwurst and cooked salami are better nutritional value than bologna. They usually have a higher protein content. Liverwurst is by far the best value in luncheon meats.

Knockwurst usually has about 10 per cent protein than franks, and so is a better value nutritionally when both are about the same price.

As in previous surveys, we found an undue disparity between the same lunch meats sold sliced and unsliced. In some markets sliced bologna in small packages cost 40 cents a pound more than unsliced

sold by the pound. Sliced liverwurst cost 58 cents more than unsliced.

New surveys also have confirmed that the cheapest hamburger is a better value than the costlier grades claimed to be leaner. A survey by the Virginia Citizens Consumer Council found that the costlier grades may have just as much fat.

Meaningless Labels

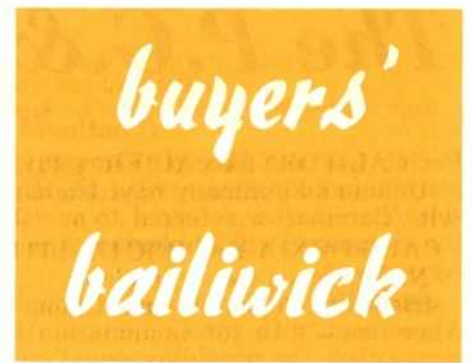
In fact, in about half the stores surveyed, a so-called better or more expensive grade actually had more fat than a cheaper grade bought at the same store. No regular ground beef samples exceeded the legal limit of 30 percent fat but samples of three more-expensive grades did.

The Virginia Council also points out that such terms as chuck, round and sirloin are both meaningless and irrelevant when applied to ground beef. Once ground, all beef is identical. Tenderness is determined by fiber texture and length, and grinding reduces all beef fiber to the same length.

Two other interesting findings appeared in the Virginia survey:

—Quality of ground beef in smaller shopping areas tended to be lower than in centers with more markets competing with each other.

—There's no assurance of getting leaner meat by having a roast or steak ground to order. "You'll pay \$1.79 a pound for ground beef that may have well over the legal limit of 30 per cent fat once it's ground due to internal marbling



and trim," the Virginia report noted.

Similar evidence of undependable differences in lean content between grades has appeared in other states, as we've previously reported. California authorities recently filed a suit against three Sacramento chains, charging there was no proportionate decrease in fat when the price increased.

In Portland, Oregon, last summer one determined housewife herself sued a supermarket that, she asserted, had sold her ground beef with fat content above the 15 percent claimed by the store. She had spent \$17.50 of her own money to have the meat analyzed.

Unfortunately, fat content is not the only hamburger problem. Another, is bacterial contamination. A survey by seven newspapers and TV stations in various cities, coordinated by **Media & Consumer** magazine, found *E. coli* bacteria in excess of desirable standards in 44 percent of samples collected in four cities. More than a "reasonable limit" of other coliform bacteria was found in over 90 percent of the samples in all seven cities, the magazine reported. Until various state authorities more closely control purity of ground beef, it is vital to use it soon and cook it thoroughly.

Paths Through The Merchandise Jungle

By Sidney Margolius, Consumer Expert for Utility Reporter

Consumers have many champions nowadays, both in and out of Congress and the legislatures. But even while many programs to help consumers are being proposed, fought over and sometimes enacted, shopping problems actually have become more complicated. The proliferation of merchandise has reached the point where it takes a research project to select a suitable model or find the best value, and adds to the costs of distribution.

One example: Seven years ago there were some 1,100 tires of different brands and quality on the market. Now there are some 1,700 different models, grades and brands, and most of them come in 12 to 15 different sizes.

Take clothing materials: With the development of synthetic fibers and the many blends of these with natural fibers in varying percentages, I figure there must now be several thousand different blends, weaves and finishes. In carpeting, too, there now are some 15 different natural and synthetic fibers, and blends of these, in 12 different weaves or tufted constructions, and many different qualities.

Another example: A modern supermarket now stocks 8,000 to 10,000 different items compared to 1,500 to 2,000 the service stores of

the previous generation used to offer. In a typical supermarket you are likely to find just in cereals, as we did, 151 different types, brands and sizes.

In appliances: Trying to select a suitable appliance has become a king size problem. There are seven basic types of kitchen ranges in four different grades, available in 24 makes and ten oven sizes. In washers, each manufacturer now has seven to ten models.

In sewing machines: Because of the proliferation of manual, zigzag, semi-zigzag, fully-automatic and very deluxe machines, a sewing machine has become the single most complicated item to buy. We recently counted about 200 different models and didn't cover all those on the market by any means.

The proliferation of merchandise and the resultant increase in costs and service problems has caught the attention of political and consumer spokesmen. However, some of the proposals advanced even by well meaning advocates have no practical relation to the consumer's real needs and even serve to divert attention from basic remedies. One proposal pushed by some highly-publicized consumer spokesmen in and out of Congress seeks to have all buying information computerized so that a consumer could "pay

a few dollars" and get a complication of data on various models of all products on the market "from automobiles to zucchini."

In an age when there are, for example, some 900 to 1,000 TV models in various sizes and makes, to try to solve the consumer's buying problem by collecting and computerizing all this data would keep half the country busy amassing constantly-changing data for the other half.

The real need, of course, is for standards that would assure consumers basic serviceability and product safety, no matter what the model, plus information on performance specifications and characteristics labeled right on the product. Such standard data now are available for air conditioners (the BTU rating and wattage) and vacuum cleaners (the peak horsepower and suction ratings).

The further need is to encourage manufacturers and stores to reduce the extraordinary waste caused by the many thousands of barely-differentiated models. Already car manufacturers have begun to cut back on the number of models they produce and on annual changes to try to stem rising production and service costs, and the serious parts supply problem.

This column from time to time

provides at least some basic guidelines for selecting the most suitable model and relatively good values in different types of goods: But here are two general policies that may be useful:

1—**Know your own needs, and buy the simplest model you really need.** For example, one retailer reports that most women insist on ranges with automatic timers. But some do not use them while others use them often.

2—**If in doubt, stick to the middle price lines.** As one example noted here recently, the lowest-price washing machines usually have only one speed but provide two cycles—for regular and "gentle" washes. Medium-price models are likely to have two speeds and a three-cycle timer; thus, greater versatility. Deluxe and now even ultra-deluxe washers, at the highest prices, usually have greater variation in temperature, speed and washing cycles, and are fully programmed. You can push buttons and they "remember" how permanent-press garments should be washed, and so on. You do have to turn a dial for the middle-price washers. Otherwise, they provide enough flexibility without being as complicated as the deluxe models.

The same principle holds true in
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The P.G.&E. & E.E.O.C. Voluntary Agreement

(Continued from Page One)

Pacific Gas and Electric Company (hereinafter referred to as "the Company") in cooperation with the Equal Employment Opportunity Commission (hereinafter referred to as "the Commission") who have agreed that the Company will implement the provisions set forth in this Voluntary Agreement.

Accordingly, the Company, voluntarily and in good faith, enters into this Agreement with the Commission for the purpose of further developing a mechanism for providing equal employment opportunities for women and minority group workers as a class.

General Provision

It is understood by all parties that any conclusions and/or findings herein do not constitute an admission by the Company of any violation of Title VII of the Civil Rights Act of 1964, as amended.

The Company agrees that consideration of applicants for employment (and in advertising, recruitment, hiring, assignments, promotions, training, wages, discharge, or any other employment practice) must be given without regard to race, color, sex, religion, or national origin, except where consideration of such factors is necessary to attain equal opportunity for all.

No records on sex, racial, or ethnic identity required by this Agreement to be kept on forms maintained by the Company will be considered in violation of any applicable employment statutes, rules, or regulations.

The Company agrees that it will not limit or segregate or classify its employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of race, color, sex, religion, or national origin.

If executing this Agreement in whole, or in part, requires any changes in specific provisions of existing Collective Bargaining Agreements or Contracts, the Company will immediately serve a copy on the unions and undertake necessary negotiations to implement the terms and conditions of this Agreement.

The Company will not agree to any Collective Bargaining Agreement provisions, or interpretations of same, which would be inconsistent with this Agreement, or which would discriminate or have discriminatory effect in violation of this Agreement.

The Company agrees that should the unions refuse to cooperate in this endeavor, it will consult the Commission for advice.

The Commission does not waive its rights to seek compliance with Title VII with respect to the Company's maternity and/or pregnancy leave policy or any other EEO practice not included or referred to by name in terms of this Agreement.

This Agreement will expire 12 months after the date of signing except for the provisions governing promotions and transfer for managerial classifications which will extend for 36 months. Monitoring will extend during the life of the Agreement.

REOPENING CLAUSE

If experience in working under the terms of this Agreement should indicate a need for modification in order to effectuate the terms and spirit of this document consistent with Title VII, the parties agree to voluntarily eradicate any inequities which are seen to exist.

The Commission agrees that it will not initiate any proceeding against the Company for the life of the voluntary agreement on any matter covered by the terms of this Agreement prior to seeking voluntary settlement of such matters.

Specific Provisions

1.1 Recruitment, Hiring and Placement—Entry Level Physical and Technical Classifications.

1.1.1 Women

The Company will prepare a policy statement in which (a) the Company recognizes that women are not adequately represented in physical and technical classifications, and (b) the Company requests that interested candidates submit applications in the employment offices, and will utilize internal publications to inform employees of the employment policy. Externally, the Company will continue to use its monthly publication mailed to customers, and other news media in order to notify the general public of its policy.

The Company will utilize specific referral sources to find female applicants who are interested in and qualified for physical and technical jobs. These sources will include the listings provided by the San Francisco Regional Office of EEOC.

Before detailed inquiries about applicant job preference are made and evaluated, applicants for employment will be informed of the kinds of jobs available in all categories. Interviewers will be required to utilize written and/or graphic materials to provide such information. The materials should enable applicants to assess comparative wage schedules, career opportunities, work tasks, environment, and employment conditions and benefits.

Female applicants who indicate an interest in Physical and Technical jobs for which candidates are being considered will be provided full information about these jobs. This may include literature, visual aids, actual tools used or where appropriate and feasible visits to the job site.

Any Company decision to eliminate these applicants from further consideration will be reviewed by a Company affirmative action specialist. If, in the opinion of the affirmative action specialist, a female applicant should be given further consideration, this will be done to assure equitable treatment.

A survey of all women in clerical jobs will continue in order to

identify those who are interested in transfers to Physical and Technical lines of progression. Those who indicate such interests will be assisted in submitting transfer applications for beginners classifications in the designated lines of progression. As vacancies occur, a Company affirmative action specialist will assure that those women employees with transfer requests will be given preferential consideration for the vacancies according to Company seniority. Such women employees must possess the qualifications to perform the duties of the job before they are transferred. Such determination may be aided by observation at the job sites where such a procedure is feasible.

1.1.1 Women

Current women employees in clerical classifications who were hired between the period July 1, 1971 to June 30, 1973, who successfully transfer to a beginner's classification in a physical line of progression shall be paid wage rates in the following ways.

a. If the employee's regular clerical rate is below the beginning rate of the physical classification into which she transfers, she shall be paid at the beginning rate of the new classification. In addition, the following one-time wage adjustment will be made to those employees who successfully complete 6 months of regular assignments in the physical line of progression into which they transfer.

Employed Between	Wage Adjustment
July 1, 1971 - Dec. 31, 1971	\$300
January 1, 1972 - June 30, 1972	\$200
July 1, 1972 - Dec. 31, 1972	\$100
January 1, 1973 - June 30, 1973	\$ 50

b. If the employee's regular clerical rate is within the wage range of the physical classification into which she transfers, she shall be paid at the physical rate that is equal to her clerical rate. If there is no physical rate equal to her clerical rate, she shall be paid at the next higher physical rate. In addition, she will receive a \$50 one-time wage adjustment when she has successfully completed 6 months of regular assignment in the physical line of progression into which she transfers. This \$50 payment shall apply only to those women employed between July 1, 1971 and June 30, 1973.

c. If the employee's regular clerical rate is higher than the top rate of the physical classification into which she transfers, she shall be paid in the following way.

A temporary transfer for up to 6 months will be arranged. The employee will retain her clerical rate for the period of the temporary assignment. After successful completion of the temporary assignment, she shall be placed in the physical classification on a regular basis and shall be paid at the top rate of that physical classification. At the conclusion of 12 months successful performance, including the temporary assignment, the employee will be paid a one-time wage adjustment equal to the difference between her former clerical rate and the top rate of the physical classification into which she transfers for the period she has been regularly assigned to the physical classification.

d. All women who are successful candidates for transfer to a beginner's physical classification from a clerical classification will be allowed to return to their former clerical classification and headquarters without loss of seniority or pay status, if they elect to do so within 90 days after their transfer to the physical classification, except that those employees in (c) above will be allowed 6 months if they elect to accept a temporary transfer.

e. All women affected by this Agreement will be notified within 60 days following the acceptance of the Agreement by EEOC and PG&E of their rights to transfer and the conditions under which such transfers will be made.

1) An employee so notified must advise the Company in writing within 90 days following her notification, of her intent to exercise her transfer option.

2) An employee who does not notify the Company within the time limit specified of her intent to transfer will not be entitled to any wage adjustment.

Clerical employees shall be considered the same as physical employees for bidding to apprentice classifications, and similar training classifications, and employees in such classifications who bid on apprentice classifications will be given priority consideration on the basis of Company seniority.

1.1.2 Asian (Japanese, Chinese, Filipinos, Koreans, & Samoans)

The Company will utilize specific referral sources to find Asian applicants who are seeking physical jobs. These sources will include the listings provided by the San Francisco Regional Office of EEOC.

Asian applicants will be provided full information about physical jobs. This may include literature, visual aids, actual tools used, or where appropriate and feasible visits to job site.

Any Company decision to eliminate an Asian applicant from further consideration will be reviewed by a Company affirmative action specialist. If, in the opinion of the affirmative action specialist, such an applicant should be given further consideration, this will be done to assure equitable treatment.

1.1.3 Black and Spanish-surnamed American Men

The Company will review all placement criteria presently used to determine the selection of individuals for the Helper and Groundman classifications. Employment interviewers will use only those

selection criteria which demonstrate, or can reasonably be expected to predict successful job performance.

2.1 Recruitment, Hiring, and Placement—Entry Level Professional Classifications.

2.1.1 Protected Classes

Women, black, and Spanish-surnamed American men who have completed college training in the non-engineering disciplines for which the Company recruits will be given special consideration in filling non-engineering Professional jobs in group 1 Management classifications. Utilize specific referral sources for women and minority graduate engineers; such sources to be provided by the EEOC San Francisco Regional Office.

3.1 Promotion and Transfer for Managerial Classifications (Group 1, 2 and 3)

3.1.1 Protected Classes

Group 1 exempt supervisory classifications will be filled on the basis of qualifications for the positions in question. Those minority and women employees who have become qualified as a result of on-the-job experience will be placed on candidate lists and will be given full consideration for promotion.

Promotable minority and women employees will be identified through existing appraisal procedures, and the Company will make every reasonable effort to assist these employees in furthering their advancement in higher jobs in the organization.

Minority and women employees currently holding Group 1 Management positions will be appraised on a regular basis; however, during 1974, special emphasis will be given to determine their promotability to specific kinds of jobs. Individual development plans will be prepared and implemented to expedite accrual of the skills and knowledge required for these employees to reach Group 2 and Group 3 positions. As soon as these minorities and women are prepared and qualified, they will be placed on candidate lists and given priority consideration for promotion.

Development plans for minorities and women will include at least the following: the job classification(s) into which the individual may be promoted, the developmental or training activities to be conducted, and the period of time for implementing the development plan.

4.1 Tests—Pre-Employment and Apprentice

The Company will validate the present tests it uses for Entry Level and Apprentice positions. The validation results will be submitted to the Commission within one (1) year of this Agreement.

5.1 General Goals to be Established by the Company

5.1.1 Women

The extent to which women will apply for the kinds of physical jobs available in the energy utility industry is not known. However, the following factors appear to be relevant for the purpose of establishing interim goals and timetables.

- In the 1970 U.S. Census on occupational listings in California, there is no information available for women in the "construction craftsmen" category. This category appears to be the one of closest identity to many of the physical classifications in PG&E. It would appear that the absence of such data indicates that very few women, significantly less than 1%, occupy such jobs in California.
- Other available publications from the U.S. Department of Labor and HRD in California tend to confirm the absence of women in most construction type jobs requiring heavy physical demands.
- The U.S. Department of Labor publication, the "Dictionary of Occupational Titles" rates most of PG&E's construction jobs (e.g., groundman, gas helper) as "heavy" in terms of physical demands.

The Company, however, believes that these current participation rates and the other factors shown may not represent an adequate picture of the future interests and qualifications of women for jobs requiring such physical demands. Therefore, the Company plans to achieve the following objectives within the next 12 months:

- Place women in every physical line of progression.
- Employ women in available beginner's classifications in the divisions and General Office in at least the following percentages:
 - One percent (1%) in jobs with HEAVY and VERY HEAVY physical demands.
 - Five percent (5%) in jobs with MEDIUM physical demands.
 - Fifteen percent (15%) in jobs with LIGHT physical demands.

In view of the need for additional research on the job interests and career directions of women, such research will be initiated by the Company during the next 12 months. If the results of such research indicate needed modifications of the stated goals and timetables in order to reach realistic objectives in a reasonable time span, such modifications will be made.

5.1.2 Blacks

Representation in the Electric Department of each division which is equal to the black representation in the working age population of the appropriate customer service area.

5.1.3 Spanish-surnamed Americans

Representation in the Electric Department of each division which is equal to the Spanish-surnamed American representation in the working age population of the appropriate customer service area.

5.1.4 Black and Spanish-surnamed Americans and Women

Promotions to exempt management positions in Groups 1, 2 and 3 will be filled by qualified blacks, Spanish-surnamed Americans and women at least in the same percentage as their availability in the relevant labor pool. Utilization parity is expected to be achieved by

1976 in Management Group 1, by 1980 in Management Group 2, and by 1988 in Management Group 3.

Monitoring Provisions

The following statistics will be maintained by the Company:

6.1 Recruitment, Hiring and Placement—Entry Level Physical and Technical Classifications.

- Total Number of Female Applicants (for one (1) year).
- Total Number of Female Applicants seeking Physical and Technical jobs (for one (1) year).

6.1.3 Number of Male Hires for Physical and Technical Jobs (for one (1) year).

6.1.4 Number of Female Hires for Physical and Technical Jobs (for one (1) year).

6.2 Placement—Electric Department

6.2.1 Total Employees in All Electric Department Affirmative Action Job Categories (at the end of one (1) year).

6.2.2 Total Black in All Electric Department Affirmative Action Job Categories (at the end of one (1) year).

6.2.3 Total Spanish-surnamed Americans in All Electric Department Affirmative Action Job Categories (at the end of one (1) year).

6.2.4 Total Number of Hires into All Electric Department Entry Physical Classification (for one (1) year).

6.2.5 Total Number of Black Hires into All Electric Department Entry Physical Classification (for one (1) year).

6.2.6 Total Number of Spanish-surnamed American Hires into All Electric Department Entry Physical Classifications (for one (1) year).

6.3 Promotion and Transfer for Managerial Classifications (Group 1, 2 and 3).

6.3.1 Total Number of Employees in Each Affirmative Action Job Category by Ethnic Code and Sex (at the end of one (1) year).

6.3.2 Total Number of Promotions Between Groups 1, 2 and 3 Managerial Classifications by Ethnic Code and Sex (for one (1) year).

6.3.3 Total Number of Promotions within Group 1, Group 2, and Group 3 by Ethnic Code and Sex (for one (1) year).

PACIFIC GAS AND ELECTRIC COMPANY

DATE: October 15, 1973

BY: RICHARD K. MILLER

Vice President

Personnel and General Services

Equal Employment Opportunity

Officer

THIS AGREEMENT IS APPROVED ON BEHALF OF THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

DATE: October 15, 1973

APPROVED BY: FRANK A. QUINN

Regional Director

San Francisco

Regional Office

DATE: October 15, 1973

APPROVED BY: GEORGE O. BUTLER

Acting Director

Office of Voluntary

Programs

Detroit Edison Co. and Two Unions Found Guilty of Discrimination

In July, the Utility Reporter carried an article outlining the E.E.-O.C. investigations of Utility companies and the potential their findings might have on P.G.&E. and its seniority systems. The article cited a number of suits and the court decisions which were setting the trend or basis for remedial action and the pattern for seniority systems.

In October, the Detroit Edison Electric Company in Michigan, and Local 223 of the Utility Workers of America were found guilty of prolonged and systematic racial discrimination. The company was fined \$4,000,000 in punitive damages and the Union was fined \$250,000, also for punitive damages.

Local 17, I.B.E.W., also on the property, was found guilty, but did not receive a fine because there was no evidence of malice in their case.

U.S. District Court Judge Damon J. Keith made the ruling and he also ordered the Company to promote one black to foreman or supervisor every time it promotes a white.

Keith ordered the Company to end all intelligence and aptitude testing and to fill every fourth high-level white collar job with a black and to make three of every ten employees a black as soon as possible.

In addition to the total \$4,250,000 awarded in punitive damages, the court ordered the company and both Unions to pay back wages to all black employees in "low opportunity" jobs effective immediately after Title VII went into effect.

The court also provides that these people be paid an amount equal to the average present earnings of high opportunity skilled trades jobs from the date of the decree until they are placed in a "high opportunity job."

Printed below is the exact language of the decision as it relates to transfer rights and seniority systems.

—Racial discrimination — Remedy — Transfer — 108.91 — 108.33

To remedy employer's unlawful job assignment practices, all Negro employees are entitled to transfer to jobs in departments other than those to which they are presently assigned under following rules: (1) at each location where Negro employee is employed, employer shall post notices of vacancies for all jobs in all departments at least 20 days before such vacancies are to be filled, (2) employer shall establish procedure by which it shall receive bids for posted jobs in writing, (3)

(Continued on Page Six)

Detroit Edison guilty of discrimination

(Continued from Page Five)

no Negro employee shall be required to hold labor or helper job that does not provide training for craft jobs in line of progression as condition of progress into such line of progression, (4) Negro employee may effectuate single transfer with carryover seniority rights and earnings retention to new department within five years after effective date of present decree unless period is extended by court, (5) in event that Negro employee who transfers chooses to return to his former department or fails to perform duties of his new department he may return within 90 days after his transfer to his former department without loss of seniority or benefits, (6) Negro employee who returns to his former department because of disqualification may effectuate two ad-

ditional transfers to new departments without loss of carryover seniority and rate retention, and (7) in event that applicant fails to perform his duties, he shall be given opportunity to transfer to another job with same future transfer rights provided employees in present decree, and in such an event, employer shall file report within 15 days after employee's disqualification setting forth training opportunities afforded employee and reasons for his disqualification in specific factual terms.

Editor's note: The above mentioned decision will undoubtedly be appealed. Consequently, nothing is absolute as far as this particular decision is concerned, but it does give the membership an idea of what is happening at the District Court level.

Remedial Philosophies of Civil Rights Act—Title VII

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."

Status Quo

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.

Rightful Place

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.

Freedom Now

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.

North Bay Happenings

John Keck, Tree Co. Advisory Councilman, and Marshal Proschold, North Bay Div. Advisory Councilman, attended an Advisory Council Meeting in Hayward on Nov. 10 & 11, 1973 and worked on many different types of problems. Some of them were worked out thanks to Alka Seltzer.

Brothers Dan Schubert, Dennis Layton and Howard Dohm attended Central Negotiations with Tree Companies, representing the Sohner Tree membership in Sacramento on November 26, 1973.

Brothers Bob Jensen and Clyde Boyd are still meeting with the City of Healdsburg to discuss negotiations for the City of Healdsburg members.

I.B.E.W. Local 1245 and Brother Bill Dean have filed a \$50,000 lawsuit against the City of Healdsburg. The City of Healdsburg has been charged with violating the Emergency Employment Act of 1971 and discharging Brother Dean without just or sufficient cause.

Sorry to report that Brother Hudson of Ukiah is not working as a result of a disability. We sincerely hope he gets well soon.

Brother John Bergue is off work on sick leave. We hope to see John back to work soon.

Members of the Union serving on the North Bay Division Grievance Committee, Juan Dominguez, Cecil Shore, Marshall Proschold and Glenn Blakeley, report that the Grievance Committee meetings have been very productive and are striving to make them even more productive. These men put numerous hours of their personal time into representing the membership and are indeed a credit to I.B.E.W., Local 1245.

New Shop Stewards in the Division are Bill Balsley, John Keck, Fred Jagers, Lee Schunk and Robert Wattenburger. We wish to welcome each one of them and thank them for their sincere interest in their fellow working man.

Profits leap upward

Profits of U.S. corporations for the 1973 third quarter continued to break all records. They've been up, up, up each quarter this year, at an accelerated rate every three months, as the chart shows.

In fact, earnings after taxes are so rosy now that corporation officers are beginning to hedge on 1974. They don't know whether they can maintain the upward escalation.

They point to Phase IV price controls, parts shortages, the oil and power situation, etc., etc. In short, they are grumbling all the way to the bank.

Like the Boeing Co., the big aerospace corporation reported third quarter profits double those of last year and nine-month earnings up 62% over a year ago—\$37.4 million as against \$23.1 million last year.

The Wall Street Journal surveyed profit reports of 566 corporations for the third quarter and found their after-tax earnings up 32.6% over the same quarter a year ago.

U.S. News and World Report looked at profit statements of 1,160 leading corporations and found their net gain 29 per cent over the third quarter last year.

There was no quibbling about oil company profits in the July-September quarter. Here's how they rose over a year ago:

Gulf, 91%; Exxon, 80%; Getty, 71%; Mobil, 64%; Cities Service,

61%; Phillips, 43%; Standard (Ind.), 37%; Continental, 38%; Marathon, 35%; Shell, 23%; Ashland, 17%; and Standard (Ohio), 14%.

U.S. Steel Corp. reported third quarter profits of \$87.3 million, up 183% from the \$30.9 million earned in the 1972 third quarter.

General Motors had the most profitable quarter in its history, earning \$267 million, more than double last year's third quarter profits.

Ford didn't do as well in the third quarter but its 1973 nine-months earnings are at a record level. Chrysler on the other hand lost \$17 million in the same period, charging production was down due to strikes and parts shortages.

—The Machinist

Merchandise jungle

(Continued from Page Three)

almost everything you buy. A low-price shirt usually will be made of lower-grade materials and construction. A medium-price shirt often will have the same materials as the expensive ones and much the same construction. It merely may have only one pocket instead of two, or fewer tucks at the yoke or cuffs, or sometimes merely may come in only basic styles and colors rather than the very latest fashions.

Bonner explains energy crisis

(Continued from Page One)

Bonner also stated that they had been cautioning their interruptable customers for over a year that they should install alternate forms of fuel for production and heating purposes and that the Co. would soon be forced to discontinue service to some of the interruptable accounts. Some companies have ignored them and will now be forced to shut down operations whenever they turn off the gas.

The delays in construction of Diablo Canyon and other Nuclear Power Plant is another reason for the shortage in power. Diablo Canyon was originally scheduled to "come on the line" in the early part of 1974, but it appears that it will be the middle of 1975 before the plant becomes operational.

Mr. Bonner spoke just before lunch and stayed through lunch and talked to many of our members. The Council asked that a letter of thanks be sent to Mr. Bonner for giving up part of his Saturday to be with us and this has been done.

Decision Received on Arbitration case No. 43

Discharge of Grievant X and Grievant Y.

BASIS FOR DISCHARGE

Both grievants were discharged for leaving their places of work without permission, performing personal work during work hours and falsifying time cards and Company records.

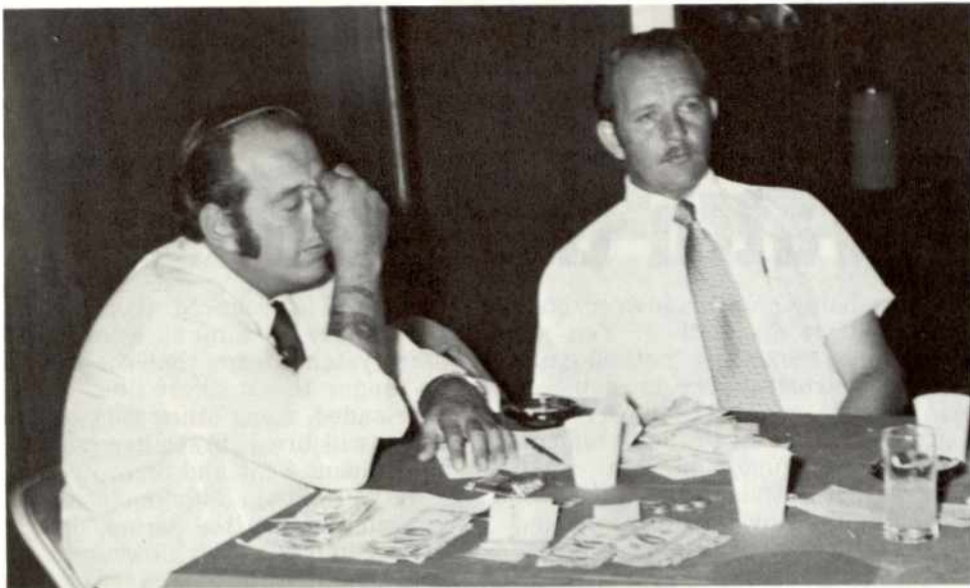
UNION'S POSITION

(1) Even if all facts were decided in favor of Pacific Gas & Electric Company, the imposition of discharge is unwarranted and totally inconsistent with the punishment meted out for more aggravated similar conduct in the past. (2) In light of past Company practice of giving only warnings for the first instances of misconduct of the type complained of here, the reason for imposing discharge must be other than those stated by the Company to form the basis of its actions against the grievants. Any reasons other than those stated may not be taken into account to determine whether or not the Company had 'just cause' for its actions.

DECISION

1. The discharge of Grievant X was for just cause and is sustained.
2. The discharge of Grievant Y shall forthwith be reduced from a discharge to a demotion to a Helper within the Company. He shall receive all of his rights under the Agreement, but no back pay.

Oakland Unit Dinner Dance well received



Bill Schuett, left, and Gary Abrahamson appear to be balancing the books on the dance and by the look on Bill's face they were 2¢ off.



Some of the members and Business Manager Mitchell are shown "tripping-the-light-fantastic."



This photo shows more of the members enjoying the dance.



Over two hundred people attended Unit 2311's Dinner Dance.

San Francisco Area Stewards meet



Shown above from left to right are: Frank Quadros, Bus. Rep., Larry Foss, Asst. Bus. Mgr. and John Anderson, Attorney for Neyhart, Grodin Beeson and Jewell.



This photo shows more of the Stewards at the training session on arbitration.



This photo shows some of the Shop Stewards from the San Francisco area.



The rest of the group is shown in the photo above.

The Safety Scene

Your dead battery could be a live bomb

Just about any motorist who has driven during the winter months has seen a car battery jumped. The procedure has always looked simple: Hook the terminals of the dead battery and booster battery together with jumper cables, and the dead battery will receive enough assistance to turn the engine over and start the car.

The only drawback to this method is that many car batteries have exploded and showered motorists with sulfuric acid. One Ohio doctor, for example, reported treating three battery explosion victims in a single month. Three million two hundred sixty seven thousand nine hundred one.

Here's what causes the explosions: Every car battery produces hydrogen gas as part of its chemical process. When a battery is being charged (as is the case when two batteries are hooked to each other with jumper cables) more of this hydrogen gas is produced. If the gas is allowed to accumulate in a small area, any spark or flame will set it off.

To avoid battery explosions you want to avoid concentrating the hydrogen gas as well as any spark or flame that might set it off. So take the following precautions:

- Don't smoke when working near your car's battery.
- Do nothing that would make a spark near your car's battery. A

favorite test of many motorists is to hook the two cables to the booster battery and then touch the other ends of the cables together. If they see a spark, then they are assured that there is current. If the hydrogen gas in or over your battery contacts that spark it can explode.

- The last cable connection should not be to the grounded terminal of the dead battery, but to a ground away from the dead battery. Attach the last cable clamp to the engine block, generator/alternator bracket or any other ground at least a foot from the dead battery. The reasoning is sound: This last connection will complete the electrical circuit, and when any circuit is closed there is apt to be a spark. Naturally you want to keep any spark away from the hydrogen gas in the battery.

- Remove the vent caps on both batteries and inspect to see that the fluid is at the proper level before connecting the cables. Leaving the battery vent caps off during the charging cycle enables the generated gases to escape more readily.

- Remember that the last two connections in the jumping procedure should be to hook the grounded terminal of the booster battery to a ground at least a foot from the dead battery. If you cannot tell which terminals are grounded and which are not, it is advisable to have someone who can tell make the connections.

Watch that re-fusing

It probably happens to everybody at one time or another: You are watching an exciting football game—or a gourmet dinner develop on a rotisserie—when the power goes off. You run down to the basement, slap in a new fuse, run upstairs, and arrive just in time to see the power go off again. Now you're fed up, and you figure the fuse isn't enough to carry the load so you replace the 15 amp household fuse with a 30 amp heavy-duty fuse. The house burns down, and you wonder why.

While the results may not be that dramatic, they are made distinctly possible when you screw a 30 amp fuse into a circuit designed to carry 15 amps.

The electrical system in your home can be considered as a chain with the fuse being the weakest link. If the load for the chain gets too heavy, the fuse "blows," and

the chain is relieved of the load. Screwing a 30 amp fuse into a 15 amp system means that the fuse is no longer the weakest link. When overloaded, some other part of the chain will break first: Electrically, that means heat and fire.

If you should blow a fuse, and its replacement also blows shortly after you put it in, try turning off a few unneeded appliances, TV set, or other heavy users of electricity. If you are not using much electricity and the fuse continues to blow, there is most likely a short somewhere in the system. Have the short repaired by someone knowledgeable in electricity.

Remember that a fuse is both a sentinel and safety valve that will warn of and protect against an overloaded system. A blown fuse should be taken as a warning rather than a nuisance.

Doug Slaven

from P.G.&E., Ft. Bragg area, could have won \$50.00 if he had noticed his Union membership card number in the October 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

California workers to receive new benefits

Here are the effective dates of a series of California AFL-CIO bills just enacted which boost social insurance benefits for California workers by a total of \$113 million:

UNEMPLOYMENT INSURANCE—Maximum weekly jobless benefits rise from \$75 to \$90 on January 6, 1974 for new claims. Claims filed on January 3 or January 4 will be dated January 6. Claims filed January 2 will be paid at the old rate.

DISABILITY INSURANCE—The maximum weekly disability insurance benefit climbs from \$105 to \$119 on April 1, 1974 for disabilities occurring on or after that date.

WORKMEN'S COMPENSATION—The maximum weekly temporary disability benefit will be increased from \$105 to \$119 and the maximum weekly permanent disability benefit from \$70 to \$119 on April 1, 1974.

DEATH BENEFITS—Effective January 1, 1974, the workmen's compensation death benefit to a widow will be increased from \$25,000 to \$40,000 and to a widow with dependents from \$28,000 to \$45,000.

PREGNANCY BENEFITS—For the first time disability benefits will be paid if a doctor certifies that the pregnancy involved abnormal complications or disabling conditions. This goes into effect January 1, 1974. Benefits are payable for up to 26 weeks.

WAITING PERIOD CUT—The waiting period for workmen's compensation disability benefit payments is cut from seven to three days effective April 1, 1974. Payments will begin on the fourth day rather than the eighth day following the disability. Disability payments will be made retroactive to the first day if the employee was unemployed due to the disability for 21 days. The present retroactive waiting period is 28 days.

WAGE CREDITS—Freeze on wage credits for disability benefits to protect injured or disabled workers becomes effective January 1, 1974.



Bus. Rep. Ed Fortier, left, is shown posing with Malakie Freeman, Apprentice Lineman for P.G.&E. in Auburn, just after Brother Freeman had been presented the I.B.E.W. Life Saving Award. The award was given to Freeman for rescuing a man from one of the sloughs just off the Sacramento River and administering artificial respiration. Brother Freeman had been fishing all day when he witnessed the victim's boat capsizing and he is credited with saving the man's life.