

UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

CP National members OK new benefits

Members at CP National ratified a new benefits' settlement on January 30.

Committee members Mike Andrews, Needles; Dora Carone, Elko; Robert Robinette, South Tahoe, along with Business Representatives Lee Thomas, John Stralla, and Wayne Weaver participated on the Benefit Negotiating Committee.

Items in the agreement also cover IBEW members at CP National who are represented by IBEW Locals 89, 125, 396, and 659. The settlement includes:

1. Retirement

(a) Amend "Normal Retirement" to provide: "no early retirement reduction for retirement at age 60 with 30 years credited service."

(b) Amend "Exhibit G, Schedule (a)" in the following manner:

Age	Early Retirement Factor
60	1.00 × 1.3 = 1.300
59	.98 × 1.3 = 1.274
58	.96 × 1.3 = 1.248
57	.93 × 1.3 = 1.209
56	.90 × 1.3 = 1.170
55	.87 × 1.3 = 1.131

(c) Add current "bridging" policy into the Benefits Agreement.

CP National has had a bridging policy that is unique in the utility industry. This policy has allowed employees who transferred directly from another utility company to CP National to have a maximum of seven years of this prior utility service counted as years of participation in the CP National Retirement Plan, once they have had nine years of service with CP National.

In light of CP's growth and diversification in areas other than utilities, this bridging policy has been reviewed and, effective January 1, 1984, the clause allowing for bridging of service credit with a prior utility has been deleted.

This new retirement plan amendment applies only to persons hired after January 1, 1984. Employees with hire dates prior to and including 12/31/83 will still have the opportunity to request consideration for bridging of prior utility service if they have transferred directly from another utility.

Requests for consideration of bridging of prior utility service must be sent in writing to Shirley Babb, Benefits Supervisor, Human Resources Department, by July 31, 1984. Requests should contain

See PAGE SEVEN

STRONG MEMBER SUPPORT

Merced I.D. bargaining on-going

Business Representative Frank Hutchins reports that as negotiations continue at the Merced Irrigation District, two facts stand out. "First," said Hutchins, "the membership is 100% behind our bargaining committee and second, bargaining is not moving very fast."

According to Hutchins, Local 1245 notified the District in June that it was ready to start negotia-

tions as soon as possible. At a meeting with the District in July, Hutchins and staff attorney Tome Dalzell urged the District to begin negotiations as soon as possible, preferably in August. The District put off negotiations until late September, and even then did not have its bargaining proposal prepared until mid-October.

Tentative agreement was reached

on all non-economic issues by mid-December, and at the District's request Local 1245 put a District offer on economic items out to vote with the membership in late December. At a packed meeting attended by 95% of the employees, the District's proposal was unanimously rejected.

Negotiations got back underway in January, with the going still slow. On Tuesday, February 5, 1985, seventy-four Local 1245 members took Compensatory Time Off and attended the weekly meeting of the District's Board of Directors. Mike Higgins and other bargaining committee members addressed the Board briefly, stating that the employees were extremely concerned with the progress of negotiations. "We don't want a lot," says Higgins, "but we're real serious about what we want."

The District has asked for the Union's "bottom-line" proposal which the committee was preparing as this issue of the Utility Reporter went to press. Hutchins and Dalzell, who have been leading the negotiations for Local 1245, are not sure of the outcome of the negotiations, other than to say, "We've got the support of the membership. With that, whatever we get will be twice as much as we would have gotten without their support."

Union challenge upheld

On January 31, 1985, Arbitrator Sam Kagel summoned Company and Union officials to his San Francisco office to issue his decision in Arbitration Case No. 123, which involves the issue of Construction Representatives.

Until 1983, virtually all of PG&E's construction, modification, and maintenance of new or existing gas and electric service facilities was performed by IBEW members, either in Division or General Construction.

The crew performing such work was supervised and inspected by bargaining unit members, either Subforemen or Light Crew Foremen. Bargaining unit members, either In-

spectors or Fitters or Light Crew Foremen, were used to inspect work performed by contractors in conjunction with PG&E construction or modification projects.

In 1983, the Company began to contract-out certain of the distribution construction previously performed almost exclusively by bargaining unit work forces. Shortly thereafter, the Company created an exempt management position, "Construction Representative", to inspect the work performed by the contractors.

Local 1245 immediately challenged the action, claiming that the Company was violating the con-

See PAGE FOUR

OUTSIDE CONSTRUCTION ACCIDENT

Head set energized, Lineman fatally injured

Outside Construction Journeyman Lineman, Bill Petroff, was fatally injured in our jurisdiction on January 22, 1985.

A member of IBEW Local 569, San Diego, he was working on a wood-pole transmission line for R. C. Hughes at Barrett Junction, East of San Diego, at the time of the accident.

Brother Petroff, standing on a small tensioner which he was operating, was wearing a radio head set which was plugged into an adjacent truck. The cord from the head set was lying on the earth. There was a running ground on the conductor and the tensioner was also grounded.

During the stringing, the conductor contacted an energized underbuilt 12 Kv line. When the conductor came in contact with the energized line, the tensioner trailer became energized. The existing ground did not dissipate the full 12 Kv and part of the existing surge energized the trailer. At that time, the surge went through Petroff and went to ground through the radio head set cord.

At the first indication of the accident, Lineman Wendal Calderwood, a Shop Steward, immediately administered CPR to Petroff with the assistance of Robert Kuntz, a Groundman.

A Paramedics helicopter and an ambulance were summoned to the scene of the accident. Despite continued emergency efforts to save his life, Petroff could not be revived.

R. C. Hughes immediately notified the IBEW Local 1245 office in Claremont. Business Representative Tom Conrad went to San Diego to investigate the accident and got depositions from crew members.

Subsequently, IBEW 1245 Outside Line Safety Committee members including Don Brown, Ron Pendergrass, and Business Representative Conrad investigated the accident.

A portion of NECA Safety Committee sat in on the Local's investigation, and Bill Brockman, Director of California-Nevada Joint Apprenticeship & Training Program, also participated.

Cal/OSHA was at the accident site conducting an investigation,

and their findings are pending.

IBEW Local 1245 extends deepest sympathy to Brother Petroff's family. No funeral arrangements were made upon request of Brother Petroff's family. Any memorial contributions can be sent to IBEW Local 1245, Claremont, and will be forwarded to his family.

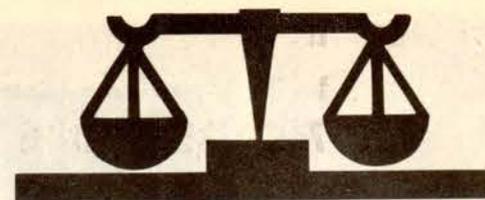
Safety Alert

After investigating Brother Petroff's fatality, the Outside Line Contractors' Health and Safety Committee strongly urged modification of long standing radio communication practices.

In order to remove the possibility of a repeat of such an unforeseen and tragic accident, the Committee suggested that radios should either be mounted on equipment being used; or they advised that portable communications should be used, rather than head sets with cords lying on the earth between vehicles.



LEGAL SCHEDULE



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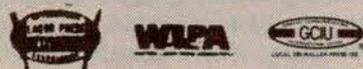
Ron Field

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Contributing writers Tom Dalzell and Ann Miley, Staff Attorneys.

As a service to its members, Local 1245 contracts with law firms throughout its jurisdiction to provide services to Local 1245 members at a cost to the members which is substantially less than the prevailing hourly rate for attorneys in most of the jurisdiction. Set forth below is the complete new fee schedule for the Group Legal Service Plan. After more than three years at a basic hourly rate of \$55, the basic rate has been increased to \$70 a hour and appropriate adjustments have been made to all rates. To obtain the name of the participating attorney closest to you, call 1-800-652-1569. In Nevada, call 702-358-1086. *Note: Last month an incorrect Nevada number was listed.*

All fees will be quoted in advance of any work performed. Specific extra costs are billed separately. These include costs incurred during the course of discovery of litigation, e.g., filing fees, service of process, deposition transcripts, court reporter fees, expert fees, long distance telephone charges, hand-delivery service, extraordinary postage charges, travel expenses, photocopying, etc.

Each member is entitled to two initial consultations by telephone, or, at the attorney's discretion, in the office, per year free of charge. This consultation is for advice only. Each such consultation will not exceed one-half hour.

1. WILLS, TRUSTS, AND ESTATE PLANNING

All estate planning performed by member firms, including simple wills, involves a personal interview between the member and the firm.

A. Simple Will—Single Person	\$85.00
B. Simple Will—Husband and Wife (2 Wills)	
(1) Substantially similar provisions	130.00
similar provisions	150.00
C. Simple Codicil	
(1) Single Person	55.00
(2) Husband and Wife	80.00
D. Will with Testamentary trust for minors	
(1) Single Person	175.00
(2) Husband and Wife	200.00
E. Nomination of Conservator/Durable Power of Attorney—Single Persons	45.00
F. Nomination of Conservator/Durable Power of Attorney—Married Persons	65.00
G. General Power of Attorney	45.00
H. Property Agreement	70.00/hr.
I. Living Trusts (Revocable or Irrevocable)	70.00/hr.
J. Estate Planning, including review and analysis of assets of estates regarding probate costs, death taxes, recommendations on estate plan, drafting of wills and testamentary/intervivos trust. Estate plan includes preparation of deeds, nomination of conservator, power of attorney, wills, and property agreement	70.00/hr.

The following are usual fees for standard estate plans. Because each estate plan can vary in complexity, these fees are *basic* guidelines. An estate plan which varies from the *basic* guidelines will be billed on the hourly charge stated above. Further, each estate plan usually includes wills, a living trust, if requested, powers of attorney (general, and for health care), property agreement, and nominations of conservator. Transfers of real property to trustees of living trust incur a charge of \$10.00 per deed.

A. Living Trust, Single Person	\$700.00-750.00
B. Disclaimer Wills, Married Persons	450.00-650.00
C. Wills with Residual Trust for Estate Tax Savings	650.00-750.00
D. Wills with Qualified Terminal Interest Trust, Residual Trust for Estate Tax Savings, Married Persons	750.00-850.00
E. Living Trust, Married Persons, No Tax Clauses	800.00-850.00
F. Living Trust, Married Persons, Tax Clauses, Residual Trust for Estate Tax Savings	900.00-950.00
G. Living Trust, Married Persons, Qualified Terminal Interest Trust and Residual Trust for Estate Tax Savings	950.00-1,050.00
H. Irrevocable Trust	
1. IRC 2503c	500.00
2. Clifford	600.00-750.00
3. Crummey	600.00-750.00
4. Irrevocable Life Insurance	700.00-800.00

2. REAL PROPERTY

A. Purchase/Sale/Lease	
(1) Deeds	\$70.00/hr.
(2) Preparation of simple residential real estate contract	400.00-500.00 minimum or hrly. at \$70.00/hr.
(3) Joint Ownership Agreement	400.00-500.00 minimum or hrly. at \$70.00/hr.
(4) Review of simple residential sale or purchase contract	150.00 minimum or 70.00/hr.
(5) Purchase/sale of commercial property, complex residential transaction	negotiable
(6) Simple lease	350.00 minimum or \$70.00/hr. negotiable
(7) Commercial lease	
(8) Negotiation of disputes: One demand letter and one follow-up telephone call	200.00 minimum or \$70.00/hr.
B. Landlord-Tenant	
(1) Notice to Vacate	100.00
(2) Filing lawsuit and obtaining Judgment, uncontested cases (minimum fee of \$650)	70.00/hr.
(3) Trial, obtaining Judgment, enforcing Judgment, contested cases (minimum fee of \$1,000)	70.00/hr.
(4) Defense of Landlord-Tenant action (advance fee deposit of \$500 minimum required)	70.00/hr.
C. Declaration of Homestead	70.00/hr.

3. BUSINESS MATTERS

A. Partnerships	
(1) Simple general partnership formation	\$70.00/hr. (600.00 estimated minimum fee)
(2) Simple uncontested partnership dissolution	70.00/hr.
(3) All other partnership matters	70.00/hr.
B. Corporations	
(1) Small business incorporation, professional corporation (new business) (includes Articles, Bylaws, First Minutes)	750.00 min. negotiable fee
(2) Close Corporation Shareholder Agreement	450.00 min. negotiable fee
(3) Small business incorporation (on-going)	negotiable fee
(4) Simple non-profit incorporation	750.00 min. or 70.00/hr.
(5) Dissolution of small corporation	negotiable fee
(6) Purchase/Sale of business	750.00 min. negotiable fee
(7) Employment Agreement, simple Buy/Sell	400.00-600.00 minimum
(8) All other corporate matters by individual fee arrangement	

4. FAMILY LAW

After the initial office consultation, on all Family Law Matters an advance fee deposit is required.

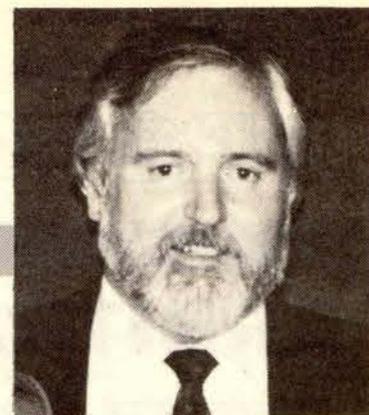
A. Initial office consultation (maximum one hour)	\$70.00/hr.
B. Dissolution of Marriage, Mediation	70.00/hr.
C. Modification or Enforcement of Support or Visitation	70.00/hr.
D. Adoption	70.00/hr.
(1) Step-Parent, uncontested	70.00/hr.
(2) Independent	70.00/hr.
(2) Independent	70.00/hr.
E. Change of Name	70.00/hr.
F. Paternity Actions	70.00/hr.
G. Ante Nuptial Agreements	(usual fee \$350.00-500.00)

5. CREDITOR/DEBTOR

A. Demand Letter	\$200.00
B. Negotiations with Creditor (minimum retainer)	70.00
C. Bankruptcy	
(1) Uncontested. Assets less than 10,000.	
(a) Single Person	380.00
(b) Husband and Wife	430.00

**Legal Questions?
In California (800) 652-1569
In Nevada (702) 358-1086**

**POINT
OF VIEW**



IBEW 1245 Business Manager

**If this is cooperation—
who needs it . . . ?**

**"It doesn't matter to us whether they are union or nonunion."
This statement was made on a KRON Channel 4 news
broadcast in San Francisco by official PG&E spokesman Greg
Pruitt.**

**This was a news story on the hot change-out of spacers on
the 500 Kv transmission line, barehanded, with a helicopter.**

**The issue in this case is a matter of safety, and whether or
not it is permissible to use barehand methods in the State of
California. These issues are in Cal/OSHA's procedures for
determination.**

**The question of union/nonunion was not an issue, and the
arrogant statement by Mr. Pruitt of PG&E was not called for.**

**There are many issues and problems that all of our employ-
ers have to face and deal with from time to time.**

**Proposed legislation is introduced in the U.S. Congress and
the state legislatures that can help or hinder the employer.**

**Many times PG&E and other employers ask the Union to
support certain proposed legislation that would be in their
best interest, or to help defeat proposed legislation that would
be detrimental. The nuclear power issue has been supported
by Local 1245 and the IBEW. Local 1245 has supported the
Diablo Canyon Nuclear Power Plant all through its long con-
struction period and its licensing.**

**Currently we are supporting a bill in the U.S. Congress that
provides that the owner of a hydro plant has first preference
on relicensing. This is of utmost concern to all utilities in
California and the Northwest. The Local in the past has sup-
ported the Company on take-over attempts by cities.**

**As a result of high fuel costs, utilities have come under close
scrutiny by the Commissions, and many changes are taking
place. We are asked to cooperate and help in reorganizational
plans and to enhance productivity to become as efficient as
we can. I recognize that this spirit of cooperation many times
is also in our members' best interest.**

**The mood of American business is changing and seems to
be falling in line with Reagan's arrogance toward labor
unions. This conditioning process has put labor unions on the
bottom of the popularity chart with the American public, and
the utilities better understand that the popularity of the utili-
ties is right down there with us. On many issues, utility unions
are the only friend the utility has.**

**It is apparent to us that PG&E used a safety issue to publicly
take a cheap shot at Local 1245. In light of this, I wonder if we
should reevaluate some of this spirit of cooperation?**

In Unity —

Jack McKinley

(2) Contested. Assets Less than \$10,000	
(a) Single Person	
(i) Filing Petition	380.00
(ii) Litigation	70.00/hr.
(b) Husband and Wife	
(i) Filing Petition	430.00
(ii) Litigation	70.00/hr.
(3) Uncontested Assets in excess of \$10,000	negotiable*
(4) Contested Assets in excess of \$10,000	negotiable**
D. Wage Earner Plans (Chapter XIII, etc.)	negotiable**

*Fees based on complexity of transactions and number of creditors.

**Retainer based on complexity; negotiable fee for litigation.

6. PERSONAL INJURY

A. If case settled prior to filing of suit	% of recovery
B. If case settled after filing of suit and prior to trial date	
(1) For amounts under \$50,000	33 $\frac{1}{3}$ % of recovery
(2) For amounts between \$50,000 and \$150,000	30% of recovery
(3) For over \$150,000	27 $\frac{1}{2}$ % of recovery
C. If case brought to judgment or settled during trial	
(1) For amounts under \$50,000	40% of recovery
(2) For amounts between \$50,000 and \$150,000	37% of recovery
(3) For amounts of \$150,000	35% of recovery

NOTE: These fees are not applicable to appeals, complex personal injury cases, e.g. medical malpractice, dental malpractice, product liability, etc.

7. TRAFFIC MATTERS

A. Office consultation	\$70.00/hr.
B. Infractions	
(1) Disposition prior to trial	400.00
(2) Trial required, additional fee of	650.00
C. Alcohol-related violations	
(1) Disposition prior to trial	800.00
(2) Trial required, additional fee of	1,000.00
D. Suspension and/or revocation of license hearing	750.00

8. CRIMINAL DEFENSE

Because criminal cases vary in their complexity, these fees are *basic* guidelines. The fees for each case are subject to variation.

A. Misdemeanor offenses	
(1) Disposition prior to trial	\$800.00
(2) Trial required, additional fee of	1,200.00
B. Felony offenses	
(1) Through preliminary hearing (includes all motions & hearings)	2,500.00
(2) Through Superior Court pretrial conference, additional fee of	2,500.00
(3) Trial required, additional fee, and also daily trial fee in discretion of attorney	2,500.00 and 800.00/day

9. JUVENILE MATTERS

A. Guardianship	\$70.00/hr.
B. Juvenile Court matters disposed of prior to trial:	
(1) Misdemeanor offenses	800.00
(2) Felony offenses	1,000.00
C. Juvenile Court matters requiring trial:	
(1) Misdemeanor offenses, additional fee of	400.00
(2) Felony offenses, additional fee of	1,000.00

NOTE: On the above Traffic Matters, Criminal Defense and Juvenile Matters sections, an advance fee deposit is required.

10. CONSUMER PROBLEMS

Demand letters and dispute resolution, evaluation, negotiations, actions (advance fee deposit of \$200.00 required) \$70.00/hr., \$200.00 minimum

11. PROBATE

All probate work performed by the firm includes personal interviews and conferences between the member and the firm.

A. Probate Petition	
(1) Estates less than \$50,000	Statutory
(2) Estates over \$50,000	90% of Statutory
B. Guardianship, Conservatorship	\$7000/hr.
C. Community Property Set-Aside	70.00/hr.
D. Federal Estate Tax Returns	70.00/hr.
E. Miscellaneous, including affidavits of death of joint tenant, Probate Section 630 declarations	70.00/hr.

12. OTHER CIVIL LITIGATION

Breach of contract, fraud, slander, employment discrimination, will contests, real estate disputes, contested probate proceedings required contingency \$70.00/hr. of (advance fee deposit required commensurate with complexity of matter), minimum retainer of \$1,500.00-2,000.00

ARBITRATIONS

Arbitrator Robert Burns heard almost eight hours of testimony on Thursday, January 31, 1985, from Company and Union witnesses testifying in arbitration case No. 124 which involves the discharge of an East Bay Gas Serviceman with fourteen years service for alleged energy diversion. It is the Company's claim that the grievant stole approximately \$8 worth of gas each month from July, 1978 until his discharge in February, 1984.

As is the case in all grievances involving employee discipline, the Company presented its witnesses and evidence first. The Company's case against the grievant was based entirely on "circumstantial evidence"—evidence that tends to prove an intermediate fact or group of facts, which one can draw an inference as to the existence of some other fact—that is of significance in determination of the action.

Union challenge upheld *From PAGE ONE*

tract by assigning bargaining unit duties to supervisors. Three different cases ended up before Arbitrator Kagel, who agreed to decide the entire issue of Construction Representatives.

At the arbitration hearing, staff attorney Tom Dalzell argued that the duties of the Construction Representative are not inherently managerial, and that in fact are performed by a number of bargaining unit classifications, including Inspector, Fitter, Light Crew Foreman, and Line Subforeman. The Company, on the other hand, argued that the duties of the Construction Representative far exceed those of bargaining unit employees and that the new position was properly exempt from the bargaining unit.

Arbitration time line

October 1983

Company creates "Construction Representative" position.

October 1983

Coast Valley Business Representative Ken Ball files grievance on issue.

November 1983

San Jose Business Representative Bill Twohey files grievance on issue.

January 1984

Shasta Business Representative Rich Hafner files grievance on issue.

May 30, 1984

Review Committee refers Coast Valleys and San Jose cases to arbitration.

July 24, 1984

Fact Finding Committee refers Shasta case to arbitration.

September 13, 1984

Arbitration hearing in San Francisco before Arbitrator John Kagel.

November 30, 1984

Company and Union submit briefs to Arbitrator Kagel.

January 31, 1985

Arbitrator Kagel issues decision upholding union position on grievances.

The circumstantial evidence against the grievant was as follows: the screws on the index box of the grievant's gas meter were alleged to be dog-eared and excessively tight; the sealing screw was not in the proper location; the screws on the index were dog-eared and also excessively tight; the index box was very easy to lift off the meter once the screws were removed; the seal was missing; the Company had noted change in screw positions over the year that it observed the meter; and a Company representative alleged to have found one "negative read."

Union attorney Tom Dalzell opened the Union case by arguing that because the grievant was discharged for criminal conduct, the Company had to prove its case against him "beyond a reasonable doubt," and not merely by the preponderance of the evidence.

Union witnesses then proceeded

On January 31, Arbitrator Kagel met with two representatives each from the Company and Union to announce his decision, which was that the Union's grievance should be upheld.

Kagel held that the Company had violated the contract, not by creating the Construction Representative position, but by assigning bargaining unit duties to that position.

He ordered the Company to cease assigning bargaining unit work to the Construction Representatives immediately, and ordered the parties to the bargaining table to work out the issues arising from his decision. As this issue of the Utility Reporter went to press, the negotiations had yet to be scheduled.

to cast what the Union argues are a number of "reasonable doubts" on the Company's case:

- The Company's Security Department destroyed all the relevant evidence in September, 1983, making it impossible to verify the claim that the screws were dog-eared and furled;

- It is highly unlikely that a Gas Serviceman who was diverting energy would resort to the simplistic methods which the Company alleged that the grievant used, and would hardly leave the sealing screw in the wrong location; and

- The grievant passed a polygraph examination conducted by the former polygraph examiner for the Contra Costa County Sherriffs' Department, one month after being fired.

Briefs will be submitted to Arbitrator Burns, 30 days after the parties receive the transcripts of the arbitration, which means that a decision will probably not be issued until mid-summer.

Arbitration Case No. 126 will be heard by Arbitrator Kathy Kelley on June 11, 1985. The case involves an employee in the Payment Processing Center/Receivable Accounts who was reprimanded for failure to manage his flextime and later terminated for alleged continued abuse of sick leave.

Settlement discussions between the Company and Union have

started on **Arbitration Case No. 127**, which concerns the application of Section 7.10(b) of the Clerical Agreement to an East Bay Fitter who returned to the active payroll as a Utility Clerk. The issue is whether the formula contained the subsections 112.10(c) of the Physical Agreement and 7.10(b) of the Clerical Agreement provides for additional compensation based upon total length of service (Union position) or upon the length of service at the time of disability (Company position).

Arbitrator Barbara Chvany will hear **Arbitration Case No. 128** on March 13, 1985. The issue in this case is related to PG&E's use of agency or contract employees to perform work which should properly be assigned to bargaining unit employees. There are five separate grievances combined in this case, four of which are filed under the Clerical Agreement and one filed under the Physical Agreement.

May 2, 1985, has been set as the hearing date by Arbitrator David Concepcion in **Arbitration Case No. 129**. The case concerns the discharge of an East Bay Meter Reader for allegedly "curbing" several meter reads on March 27, 1984. The Union's position is that the evidence indicates mis-reads rather than intentional "curbing" and that the discharge was not for just cause.

Local members completing Clerical

By Assistant Business Manager, Roger Stalcup, Member Clerical

Steps to complete a Clerical Job Evaluation System are moving right along.

During the last week in February, the Consultant, along with Committee members, will begin a second phase of data collection, using a revised questionnaire.

The first group of employees and supervisors to be contacted will be in the Accounting Department. Selected employees will be brought together for group sessions. The Consultant will provide a brief overview of the project and will review what the employees and supervisors are expected to provide on the questionnaire. Each employee will then complete a questionnaire.

Employees will be provided with a list of Benchmark Duty Statements which were developed by the Committee from information collected during the initial data gathering phase several months prior. The Duty Statements are not all-inclusive; they are representative of duties performed by approximately 320 employees who participated in the first phase of the job evaluation.

The Benchmark Duty State-

ments will be provided for reference and example. Each employee will be asked to list his or her duties, in order of importance, up to a maximum of 10 duties. If the employee sees a Duty Statement on the Benchmark list that accurately describes an assigned duty, that statement should be recorded. If no statement on the Benchmark list accurately describes a particular duty, the employee must write a new Duty Statement.

Within each of eight factors, employees will be required to select an appropriate skill level. This will be repeated for each listed duty. When completed, the employee will have recorded eight responses for each duty, up to a maximum of 80 responses. Each step will be explained by the Consultant. In addition, a completed sample questionnaire will be available for the employee to review.

Completed questionnaires will be reviewed by the Consultant or a committee member for completeness. They will then be returned to the employee's supervisor for review and comment. Each supervisor must carefully review the

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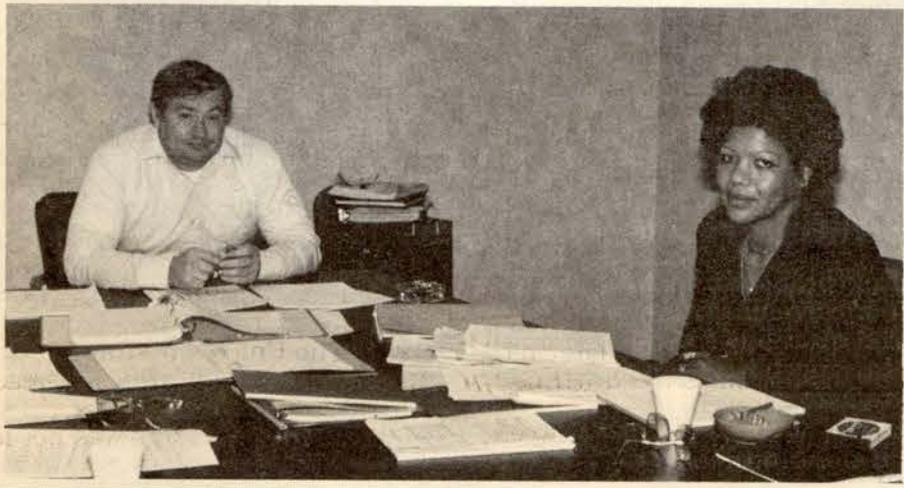
Arbitrator Barbara Chvany will hear **Arbitration Case No. 128** on March 13, 1985. The issue in this case is related to PG&E's use of agency or contract employees to perform work which should properly be assigned to bargaining unit employees. There are five separate grievances combined in this case, four of which are filed under the Clerical Agreement and one filed under the Physical Agreement.

May 2, 1985, has been set as the hearing date by Arbitrator David Concepcion in **Arbitration Case No. 129**. The case concerns the discharge of an East Bay Meter Reader for allegedly "curbing" several meter reads on March 27, 1984. The Union's position is that the evidence indicates mis-reads rather than intentional "curbing" and that the discharge was not for just cause.

Taking care of business



Recently meeting at Local Union headquarters were members of the Receivable Accounts Committee, formerly the Payment processing Committee. The group, left to right, top, Gloria Burrell, and Angela Harper, and bottom, Assistant Business Manager Ron Fitzsimmons and Business Representative Dorothy Fortier, discussed production standards.



Local members completing Clerical Evaluation questionnaires

By Assistant Business Manager, Roger Stalcup, Member Clerical Evaluation Committee

Steps to complete a Clerical Job Evaluation System are moving right along.

During the last week in February, the Consultant, along with Committee members, will begin a second phase of data collection, using a revised questionnaire.

The first group of employees and supervisors to be contacted will be in the Accounting Department. Selected employees will be brought together for group sessions. The Consultant will provide a brief overview of the project and will review what the employees and supervisors are expected to provide on the questionnaire. Each employee will then complete a questionnaire.

Employees will be provided with a list of Benchmark Duty Statements which were developed by the Committee from information collected during the initial data gathering phase several months prior. The Duty Statements are not all-inclusive; they are representative of duties performed by approximately 320 employees who participated in the first phase of the job evaluation.

The Benchmark Duty State-

ments will be provided for reference and example. Each employee will be asked to list his or her duties, in order of importance, up to a maximum of 10 duties. If the employee sees a Duty Statement on the Benchmark list that accurately describes an assigned duty, that statement should be recorded. If no statement on the Benchmark list accurately describes a particular duty, the employee must write a new Duty Statement.

Within each of eight factors, employees will be required to select an appropriate skill level. This will be repeated for each listed duty. When completed, the employee will have recorded eight responses for each duty, up to a maximum of 80 responses. Each step will be explained by the Consultant. In addition, a completed sample questionnaire will be available for the employee to review.

Completed questionnaires will be reviewed by the Consultant or a committee member for completeness. They will then be returned to the employee's supervisor for review and comment. Each supervisor must carefully review the

employee's input. Space is provided on the questionnaire for the supervisor's comments in each section of the document. In no case, can a supervisor change any information that was recorded by the employee. Once the supervisor's review is complete, the questionnaire will be returned to the Committee.

Once data collection is complete in General Office, similar meetings will be conducted in various Customer Services and Operating offices throughout the system. A tentative schedule has been established.

To the extent possible, no employee who participated in the first phase of data collection will be required to participate again, although, there may be a few individuals selected for a second time. This will only be true with employees in the higher level classifications where the available candidates are limited in number.

Once selected, an employee is expected to participate. This is a validation effort, however, and no employee's job will be changed on the basis of data gathered. Most

importantly, no job will be affected prior to final agreement between Company and Union. When final agreement is reached and the actual job evaluation process begins, all positions will ultimately be evaluated by the Company.

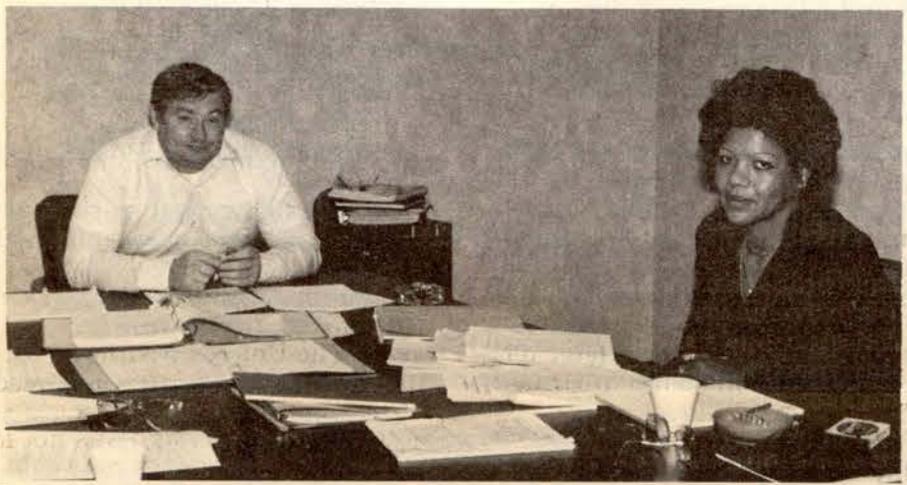
This data collection phase should be completed around mid-March. The Consultant will then computerize and analyze the information and return the results to the Committee. In large part, the analysis is intended to determine if the information collected in the initial phase is valid. Duty Statements, skills levels, and a variety of other areas, will be reexamined to determine whether "skills profiles" have been accurately captured for the various duties. Once the Committee is comfortable that this has been accomplished, negotiations will begin. Estimate of completion is late Spring.

Members of the Local Clerical Evaluation Committee include Gail Alston, Mary Wise, Jim Costa, George Foster, Arlene Cook, and Donna Ambeau, and Assistant Business Manager Roger Stalcup.

Taking care of business



Recently meeting at Local Union headquarters were members of the Receivable Accounts Committee, formerly the Payment processing Committee. The group, left to right, top, Gloria Burrell, and Angela Harper, and bottom, Assistant Business Manager Ron Fitzsimmons and Business Representative Dorothy Fortier, discussed production standards.



Clerical Evaluation questionnaires

Evaluation Committee

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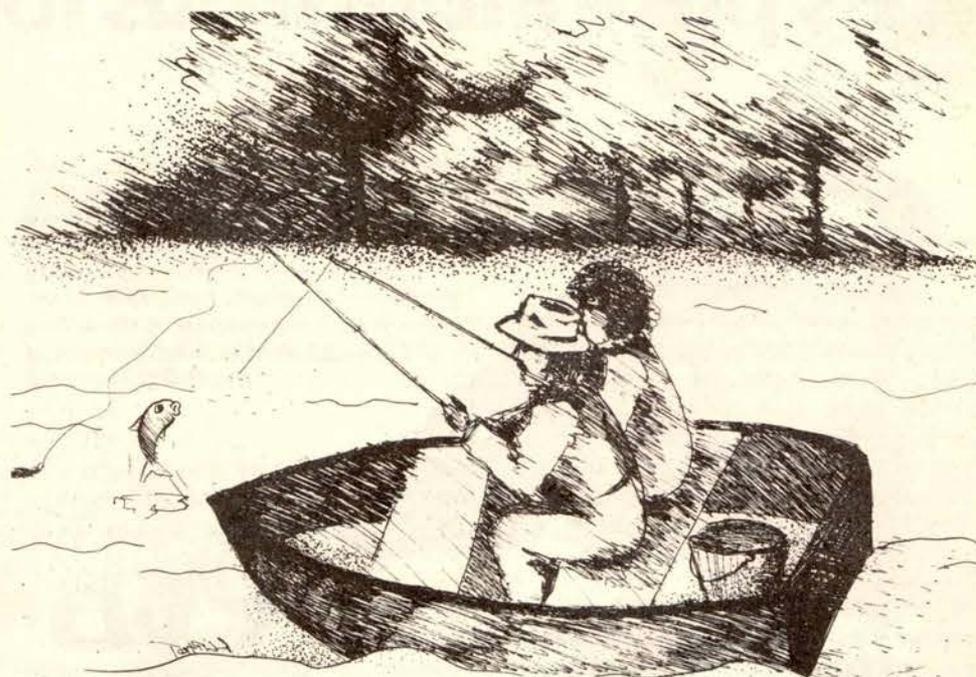
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'Gone fishin'



Retirement Planning Guide available to Local's members

Manny Mederos, Assistant Business Manager, and Jerry Cepernich, General Negotiating Committee member, have compiled a "Retirement Planning Guide" which is now available to our membership at PG&E. Your Retirement Plan is fully explained in this guide, which includes examples and worksheets for your individual computation.

The table of contents of this 51-page, standard sized document includes the following:

- Your Choice of When to Retire
- Annual Income and Expense Statement
- Your Income Tax Deduction Options
- Savings Fund Plan Benefits
- Taxation of Savings Fund Plan Distributions
- Basic Pension Formula
- Forms of Pension
- Early Retirement Reductions
- How to Compute Your Basic Pension
- Retirement Plan Contributions
- Pension Adjustments
- Life Insurance Benefits
- Medical Benefits
- A Healthy Retirement
- Vacation Benefits
- Social Security Bene-

fits • Pacific Service Employees Association • The Importance of Wills • Retirement Planning Decisions.

This guide is not only intended to assist the member who intends to retire in the near future, but also to prepare those members who will be planning retirement in 5, 10, or 15 years.

This Retirement Planning Guide will be provided to all PG&E Bargaining Unit Employees upon written request. Please contact us by writing IBEW Local 1245, "Retirement Planning Guide," P.O. Box 4790, Walnut Creek, California 94596 for your copy. You may also request a copy from your Shop Steward or your Business Representative.

IBEW Local 1245 would also appreciate any comment you may have to improve this Retirement Planning Guide in such a way as to enable our members to better understand their retirement plan and those subjects associated with retirement.

G. C. Tools, Mechanical Services

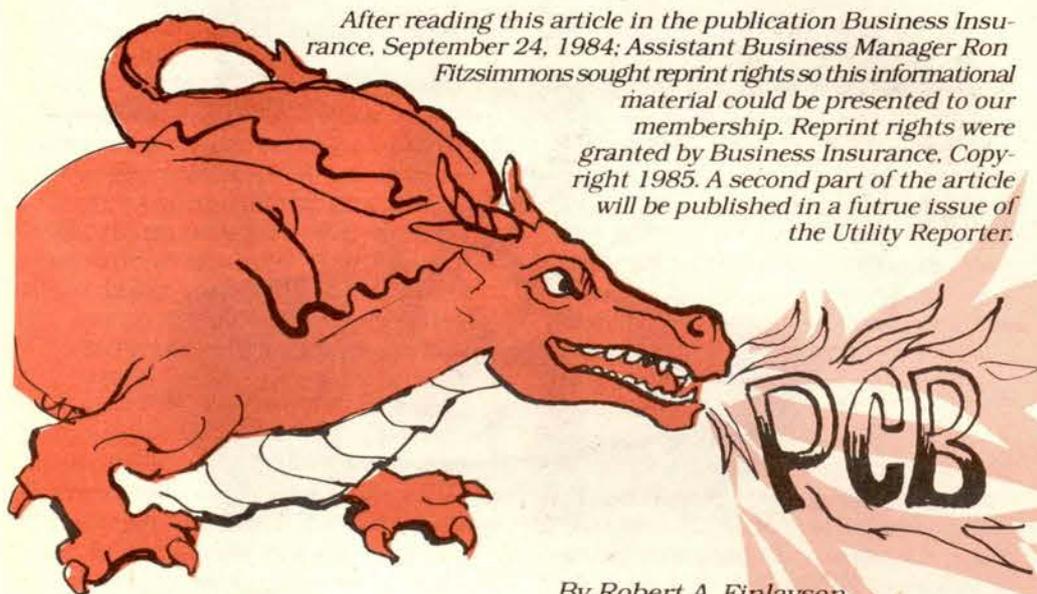
Members of these two committees met at Local Union headquarters during February to discuss issues facing them.

Senior Assistant Business Manager Darrel Mitchell staffs the two groups which include Fred Pedersen and Marv Rubendall on the Tools' Committee, and Bob Balderson, Stanley Simonds, and Rubendall on the G. C. Mechanical Services group.

MEMBER ALERT

Members at PG&E and PG&T should submit proposals for amending the Health, Dental and Vision Agreement, and Part IV Savings Fund Plan of the Benefit Agreement at their February and March Unit Meetings.

PCBs pose monstrous loss-prevention problems



After reading this article in the publication *Business Insurance*, September 24, 1984; Assistant Business Manager Ron Fitzsimmons sought reprint rights so this informational material could be presented to our membership. Reprint rights were granted by *Business Insurance*, Copyright 1985. A second part of the article will be published in a future issue of the *Utility Reporter*.

By Robert A. Finlayson

LOS ANGELES—If the office building or plant in which you're sitting was built more than seven or eight years ago, you probably have a risk management problem in the basement that could shut down your company for months—even years—and cost millions of dollars to correct.

What is this deadly subterranean demon? It's an electrical transformer filled with polychlorinated biphenyls, better known as PCBs.

Once widely used in power distribution systems for office buildings, shopping malls, hospitals and manufacturing plants, PCB transformers can pose enormous risks for owners and occupants of these facilities if the transformers become involved in a fire.

Two such fires, one in Binghamton, N.Y., and the other in San Francisco, were responsible for more than \$45 million in property damage, while business interruption and personal injury claims related to these incidents could run into hundreds of millions of dollars.

Production of PCBs was banned in the United States in 1979 because of environmental and health concerns associated with these chemicals, but tens of thousands of PCB transformers were permitted to remain in use.

What can be done to mitigate the risks associated with PCB transformers?

"Get rid of them. That's our absolute beginning and ending recommendation," says Helen Terry, risk manager for The Equitable Life Assurance Society of the United States, based in New York, a major property owner.

Ms. Terry speaks from experience. Equitable is part owner of One Market Plaza in San Francisco, the site of a major PCB transformer fire in 1983. That fire

contaminated the first six floors of the office complex with PCBs. The building had to be closed for 10½ months and cost more than \$20 million to clean up.

As a result of the One Market Plaza fire, Equitable has embarked on a program to remove all PCB transformers from the 700 properties it owns. Ms. Terry says there are a "fairly substantial number" of PCB transformers located on those properties, but Equitable actually only owns 40 of them; the rest are owned by local utilities.

Equitable is in the process of negotiating a national contract with suppliers of electrical transformers "so we can standardize the procedures for removal, disposal of the carcass and fluids and replacement type," Ms. Terry explains. She says she does not know how much the replacement program will cost, but utility industry experts estimate that it will set Equitable back several million dollars.

Ms. Terry says Equitable retained an engineering consultant to work out details of the transformer replacement program. Because this program will take months or even years, Equitable has established a program of regular inspections of its PCB transformers, with the inspections becoming more frequent as the equipment ages.

At least one other major property owner, Prudential Insurance Co. of America, has undertaken a similar program to replace PCB transformers in its buildings. A spokesman for the giant life insurance concern says Prudential plans to get rid of the PCB transformers it owns by the end of the year.

Ms. Terry says an important consideration in any PCB trans-

former replacement program is the contingent liability associated with disposal of the transformer and the PCB coolant it contains.

According to Environmental Protection Agency lawyers, even if the owner of the transformer pays a contractor to dispose of the PCB equipment, the transformer owner can still be held liable for any damages caused by its disposal.

How costly is this liability? Ask the dozens of chemical companies that are now paying millions of dollars to clean up hazardous-waste disposal sites operated by firms that the chemical companies paid to handle their waste.

"Equitable does not at the moment carry environmental impairment liability coverage, but we're looking into it now," Ms. Terry says.

In addition to replacing the PCB transformers it owns, Equitable has written public utilities requesting that they replace all the utility-owned PCB equipment located on Equitable property. "We've put them on notice that we would like it done as quickly as possible," Ms. Terry says.

One Equitable official, who asked not to be named, says the utility industry has not been very responsive to the request. The official says Equitable has warned utilities that it plans to hold them responsible for any damages caused by utility-owned PCB transformers.

According to the utility industry, however, 76% of the nation's privately owned utilities have programs in place to phase out PCB transformers.

"Utilities don't want a \$20 million cleanup, and they don't want multimillion-dollar-plus liability suits," explains John J. Novak, environmental program manager with the Edison Electric Institute, a Washington-based research group funded by electric utilities.

"That's the input behind the utilities taking voluntary action" to remove PCB transformers, he says.

In fact, Pacific Gas & Electric Co., owners of the PCB transformer that contaminated One Market Plaza, is undertaking a \$100 million, seven-year program to replace all of the PCB transformers in downtown San Francisco.

There are, however, other options if it is too costly or impractical for a company to replace its PCB transformers.

One option is to retrofill them: drain out the PCB coolant and refill the transformer with a non-PCB coolant. In fact, Dow Corning Corp. of Midland, Mich., is marketing a process to do just that.

Called RetroSil, the system uses special filters to remove PCBs from

the transformer and refill it with a silicone-based coolant. However, the process can take several months and cost several thousand dollars.

Another option is to take various loss-prevention measures.

The state of New York, which has not yet been able to open its office building in Binghamton that was contaminated by a 1981 PCB transformer fire, has decided it would be too expensive to replace all of its PCB transformers. So the state has developed a maintenance and hazard-evaluation plan to prevent PCB transformer fires.

The plan calls for:

- Installing signs on the doors of all transformer rooms and on the transformers themselves warning of the presence of PCBs.
- Repairing any leaks in the equipment.
- Retro-filling existing transformers if necessary to minimize risks.
- Monitoring safety devices—like circuit breakers and smoke detectors—to ensure they are operating correctly.

The state also says it will replace PCB transformers that have reached the end of their useful life and during remodeling or renovation of buildings.

The cost of various mitigation measures is small compared with the cost of a catastrophe, notes Jeffery Telego, a PCB expert at Versar Inc., a Springfield, Va., consulting firm that worked on both the Binghamton and San Francisco PCB fires.

Mr. Telego says Versar, which was hired by Equitable to develop their transformer replacement program, has a team of experts that can assess the potential hazards associated with PCB transformers and develop a risk management plan to deal with the situation.

Jim Connolly, director of technical development for M&M Protection Consultants Inc. in Chicago, a unit of Marsh & McLennan Inc., says there are many factors to consider in developing a loss-control plan for PCB transformers. Such factors include:

- The number of people that would be exposed if there were a fire.
- The potential for business interruption losses.
- Whether the transformer is located near combustible materials.
- The proximity of the transformer to ventilation intakes that could disperse contaminants.

Mr. Connolly says there are no pat answers to this problem. "It's

really a situation where you have to decide on a case-by-case basis whether anything needs to be done, and if so, what," he maintains.

Several experts suggest sealing the room or vault that contains the PCB transformer to contain any contaminants.

Reflecting on the Binghamton fire, where a ventilation shaft allowed PCBs, dioxins and furans to spread throughout the 18-story state office building, the Environmental Protection Agency is expected to suggest in rules to be published early next month that ventilation shafts opening into transformer rooms be sealed off.

But, this solution might not work for manufacturing facilities.

Mr. Connolly explains: "They (EPA) are looking at it primarily from a health and safety to the public standpoint. Now you might be able to isolate (the contamination) to an unoccupied area and not expose any people, but from a business interruption standpoint, you might expose some critical process or critical control room for a major automated manufacturing facility."

Contaminating critical areas in a manufacturing plant could shut the entire facility down for months, Mr. Connolly warns. "That's the angle we're looking at for our clients," he says.

Routine maintenance is another important factor in preventing PCB transformer fires.

Walter P. Luker, a Senior V.P. with Mead Loss Control in Dayton, Ohio, is using infra-red scanners to check electrical equipment, including transformers, for faults or short circuits that could cause a fire. Such a fault is believed to be the cause of the PCB transformer fire in Binghamton.

Mead charges about \$500 to \$700 a day to conduct an infra-red scan, Mr. Luker says. The company provides a report to its clients that details the status of the electrical equipment and advises whether any repairs might be needed. He recommends that such a scan be done at least once a year.

As important as any loss-control measure is to make sure that existing insurance policies will cover a loss resulting from a PCB fire.

Typically, according to insurance industry officials, a standard property-loss policy would cover damages resulting from a PCB transformer fire, just as it would cover other fire-related losses.

However, Ms. Terry notes, Equitable's major loss from the One Market Plaza fire was not physical damage, but loss of rent revenues.

Fortunately, she explains, Equitable had expanded its business interruption and loss-of-rent coverage before the fire. Ms. Terry says Equitable made the policy change after the company learned of the Binghamton PCB fire.

In spite of the fact that Equitable had given consideration to the possibility of a PCB-related loss, Ms. Terry admits that "the scope of the loss caught everyone by surprise. We didn't expect that kind of massive cleanup situation."

Ms. Terry says Equitable recovered about \$10 million under its property policy to cover loss of rent and cleanup expenses. Equitable's property insurers are now involved in subrogation with PG&E, the owner of the transformer that caught fire.

In addition, PG&E paid out more than \$10 million of its own funds for cleanup work at the One Market Plaza complex and is seeking recovery from its insurers.

Ms. Terry says Equitable's insurers also may seek recovery from the transformer manufacturer, Westinghouse Electric Co. of Pittsburgh.

Although Equitable had boiler and machinery coverage, Ms. Terry says those insurers' only involvement in the loss was for coverage of a certain amount of off-premises power interruption.

"We received some contribution from that policy for loss of rent, but the vast majority was picked up by the property policy, which is the way we had intended it," she says.

"What we had at One Market Plaza was a fire loss, even though there was PCB involvement. And that's the way we treated it," Ms. Terry says.

Boiler and machinery insurers say their policies typically will cover a small amount of cleanup costs in a transformer fire.

What a company does after a PCB transformer fire can significantly affect the cost of cleaning up the damages, experts note.

"You can do a lot of mitigating things beforehand, but probably one of the most critical things is what you do right after or even during a PCB transformer fire," Mr. Connolly explains. "If you needlessly expose 50 or 60 people not knowing you've got PCBs, then you've got real problems on your hands."

Robert H. Huffaker, associate director of the New York State Office of Public Health in Albany, says the best way to handle a PCB transformer fire is keep everyone out of the building. And, he says, precautions should be taken to ensure that the firefighters do not track any contamination out of the building.

"There should be a disposal bin at the site of the fire for washing down the firefighters' clothing and other equipment," he advises.

Dr. Huffaker also advises that blood samples be taken from everyone that comes into contact with the PCB soot or smoke. From these samples, PCB blood levels—an indication of an individual's exposure to the toxic chemicals—can be determined.

New 18-month contract at Shasta PUD

Members at Shasta Dam Area Public Utility District ratified a new 18-month contract, effective January 1, 1985 through June 30, 1986.

The contract calls for a 3½ per-

cent wage increase effective January 1, 1985. Business Representative Rich Hafner reports the following contract changes:

Article 3.4. Maintenance of membership with a drop-out period between June 16 and June 30 of any year.

Article 4.3. To provide for a designee for the General Manager in the grievance procedure.

Article 5.5. To provide for semi-annual visual safety inspections with 30-day time limit on the written report during duty hours.

Article 8.1. Provides for retroactive salary step increase if an employee's evaluation is delayed more than 30 days.

Article 9.3. Language clean-up on summer hours.

Article 10.1. Provides continuity of service for lay-off up to 1 year.

Article 12.3. Language clean-up on preference in filling vacancies for laid-off employees.

Article 15.5. Provides for 25% of accumulated sick leave pay-off after 10 years, maximum 100 hours.

Article 17.1. Provides for Dr. Martin Luther King day. Provides for the last four work hours before Christmas.

Article 20.7. Provides for college student interns in Park and Engineering with various restrictions and protections for current employees.

Article 21.1. Provides for PERS to be established with 3½% to be paid for by the employer effective June 30, 1985 and the remaining 3½% to be paid for by the employer effective January 1, 1986. Also provides for built-in protection if PERS cannot be implemented by June 30, 1985. A new "Senior Water Plant Operator" classification was provided for.

Second try brings results at Citizens

IBEW Local 1245 and representatives from Citizens Utilities Company recently went back to the bargaining table and came to agreement on new Dental and Orthodontic Plans.

Members on the Local's bargaining team included Joe Aquilio, Joe Belle, Bruce Gilbert, Marianne Kostick, Assistant Business Manager Orv Owen, and Business Representative Jack Osburn.

The following resolution was agreed to by the parties:

- Effective February 1, 1985—A California Dental Service Plan providing benefits on a Usual, Customary and Reasonable Fee Concept with:
 - 100% payment on preventative and diagnostic.
 - 75% payment on other basic.
 - 75% payment on crowns and cast restorations.
 - 75% payment on prosthodontics.
 - \$1,000 maximum per patient per calendar year.
- Effective June 1, 1985
A California Dental Service Orthodontic Program providing coverage for employee and eligible dependents, utilizing the Usual, Customary and Reasonable Fee Concept with:
 - 50/50 co-payment.
 - \$1,000 maximum per patient per case.

Settlement at Alameda

Business Representative Joe Valentino reports that members at Alameda Bureau of Electricity ratified a new settlement with a two-step wage provision affecting the majority of classifications at the Bureau.

Improvements were gained in shift pay, Relief Operator pay, and in funeral leave.

Adjustments in sick leave for new hires were established, and improvements in orthodontia coverage were made to go into effect July 1.

The Negotiating Committee, including members Dennis Gow, and Ray Young, along with Valentino were at the table over a two-month period prior to the ratification vote.

CP National benefits

From PAGE ONE
written documentation from previous employers verifying dates of employment.

2. Life Insurance

(a) Delete provision that now provides that: "all active employment life insurance ceases at age 70."

3. Long Term Disability Plan

(a) Amend eligibility requirements to include "each individual full-time employee scheduled to work at least twenty-five hours per week..."

(b) Amend first paragraph: "full-time" to "regular."

4. Term

(a) Amend section 3.2 to provide for a two-year term (i.e., May 1, 1984, up to and including April 30, 1986).

SENIOR MEMBERS



Bob and Marian Fletcher



Cliff and Laurie Carpenter



John and Lorraine Yochum

PHOTOS: RICH HAFNER

Shasta members honored

Senior members in the Shasta area were recently recognized at a special dinner where they were honored for their long years of service to IBEW Local 1245.



Manuel and Ethel Valente



Bob and Betty Hough



Bob and Pat Folsom

Barehand helicopter update

Haverfield Helicopter continues to replace spacers on the 500 Kv line between Table and Round Mountain substations in Northern California.

As of press time, Cal/OSHA had determined that the activity was illegal and beyond the scope of the safety orders, but had declined seeking an injunction to terminate the action on grounds that the activity was not imminently hazardous. However, the State Contractors' License Board has determined that the activity is one for which a contractor's license is required and on that basis, at least one citation has been issued by the State Labor Commissioner's Office for operating without a license.

If the Labor Commissioner shuts the job down, a hearing will be held in which the Union will participate.

The Union continues to monitor the situation and to work closely with the governmental agencies in all ways possible.

PG&E has filed for a variance with the chief of Cal/OSHA to continue the work.

Again, the Union will be involved in all the processes, and remains adamantly opposed to the barehand helicopter work, according to Assistant Business Manager Ron Fitzsimmons.

OUTSIDE LINE

Mid-winter work picture reviewed

Southern California mid-winter activity in Outside Line Construction is moving along at a steady pace, Business Representatives Curt Peterson and Tom Conrad report.

The major project underway is the Intermountain Power Project for Commonwealth, which is a two-local agreement with IBEW Locals 1245, and 357 in Nevada.

The 144-mile job, from Adelanto, California to Delta, Utah, is already three months ahead of schedule, according to Peterson, and is going along smoothly. He reports that problems are, "nil," and that there is very little turnover on the job.

About 120 members are on the wire and steel portions of the job, assembling and erecting 500Kv towers and stringing conductors.

Business Representative Peterson says he's very proud of the men and women on the job, adding that it's a very well organized project and the joint efforts of the contractor and our members has been outstanding.

IBEW work on the project will extend to some 40 miles from Henderson, Nevada when other crews will take over for the Utah portion of the job.

Other work in Southern California includes some 100 crews working on underground and overhead, and the work picture looks good.

The jobs range from 4-person underground crews on up to 10-person crews on the steel jobs.

One of the newest jobs is the Adelanto DC Rectifying Station which is part of the Intermountain Power Project.

The contractor, Townsend and

Bottoms, anticipates a 50-to-60 person workforce out of Local 1245 membership. "We're sending our crews over there now," Peterson said.

In Palm Springs, members are working on two new 230Kv substations which are being constructed by Bechtel, and Grisson and Johnson.

Beyond the LA area, Outside Line members are also working in San Diego, Santa Barbara, Lancaster, Oxnard, El Centro, Apple Valley, Yucca Valley, Barstow, and Santa Maria.

In Northern California, Business Representative Tom Heyl reports that, crews are working on various distribution jobs, mostly in the Bay Area.

Two 385-foot, 230Kv river crossing towers got under construction by our members at the Carquinez Straits in January.

Commonwealth is the contractor on this job which is expected to be completed in early May.

Crews are currently assembling and erecting the towers. Heyl reports that he expects a peak crew of 25 members on the job.

In an upcoming issue of the Utility Reporter, members working on the 500KvDC Intermountain Power Project will be featured.

Unit Meeting Changes

Unit 1121, COALINGA
New Location: Cherokee-Lane, Coalinga

Unit 1512, BELMONT
New Location: Round Table Pizza, 240 El Camino, San Carlos.

Unit 2412, SAN FRANCISCO
New Location: Red Chimney Restaurant, #3 Stonestown Mall.

Unit 3512, ROSEVILLE
New Location: House of Zorro, 315 Washington, Roseville.

Unit 3513, GRASS VALLEY
Date Change: May Meeting: Wednesday, May 8, NOT 15.