

# UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO



Members at Merced Irrigation District voted unanimously to reject the District's latest offer by a vote of 95 to 0. Above members are waving letters they received from the District which

attempted to persuade them that the District's offer was a fair offer. Our members had a different opinion.

PHOTO: THANKS TO DAN CAMPBELL, MERCED SUN-STAR

## Drug policy gets go ahead from Local 1245

By Assistant Business Manager Ron Fitzsimmons

As early as June 15, 1984, the Union has had formal meetings with PG&E concerning the very serious problem of illegal substance abuse in the work place.

At a June 15, 1984 meeting, the Union indicated that a policy could be adopted to address the problem, but the Union stipulated that if violation of the policy would result in discipline of PG&E employees, the issue would be a mandatory subject for bargaining.

On July 5, 1984, after the Union met with its attorneys, the Union and Company then met to discuss in more detail, the legality of a drug policy.

On December 14, 1984, PG&E contacted the Local Union with regard to adopting the drug prevention and education program. Both parties met on January 10, 1985 to discuss the draft of a drug policy that PG&E felt would be appropriate to send to all employees. At this meeting the Union voiced some disagreement with parts of the drafted policy. The major disagreement was Company's proposal to give Company supervisors' the

See PAGE TWO...

## Members reject Merced offer

A standing-room-only crowd of Local 1245 members jammed into the Merced Irrigation District's Franklin yard meeting room on the night of March 4, and after a spirited discussion of the District's latest bargaining offer, voted unanimously—95 to 0—to reject the District's offer.

Local 1245 and District representatives had met for seven hours on February 26. At the end of this meeting, the District gave the Union negotiators what they called "the makings of a final proposal."

After reviewing the proposal, Staff Attorney Tom Dalzell, who is assisting in the negotiations, told the District representatives that the Union felt as if it had been "suckered."

Dalzell explained that the parties had built up momentum during the seven hours of negotiations but that the District's final proposal of the evening was a real disappointment.

"It really looked like we were getting closer together," said Dalzell, "but then something happened in the final District caucus and we lost our head of steam."

Business Representative Frank Hutchins and Shop Steward Mike Higgins immediately scheduled a ratification vote for the following Monday, March 4, which coincidentally was the first day of this year's water season.

On Saturday, March 2, all District employees received a five-page letter from District Manager Tim McCullough, first threatening to fire them if they engaged in a strike or slowdown, attempting to lay the blame for the delay in negotiations on the Union's door, and attempting to persuade the employees that the District's February 26 offer was a fair offer.

"I don't know what Mr. McCullough thought that the letter was going to do," said Business Representative Hutchins, "but what it did do was guarantee us the biggest turn-out we've ever seen at the ratification meeting."

Far from intimidating the employees, the District's threatening letter seems to have strengthened their resolve to stick with the negotiations until a truly fair offer is forthcoming.

As this issue of the Utility Reporter

went to press, the Union was attempting to set a date for the next negotiating session with the District.

## Fridays still PG&E paydays

PG&E's recent efforts to switch traditional Friday paydays to Tuesday has been turned down by Local 1245.

IBEW representatives met with PG&E earlier this year to discuss the payday change. Local 1245 agreed to allow the Company to notify all bargaining unit employees of its proposal.

However, since the time period did not allow for a formal balloting by Union members, Local 1245 indicated that approval of the change would not be granted unless there was a substantial concurrence by the affected employees.

Results of extensive canvassing of members at Unit Meetings and at a wide number of work headquarters showed very strong opposition to the Tuesday payday proposal.

Additionally, many members called Local Union headquarters in Walnut Creek, requesting that PG&E's proposed change be opposed.

With the results tallied after the canvassing of the membership, Business Manager Jack McNally informed PG&E that the proposed change was unacceptable to our members.

ESC, the other Union on the PG&E property, also turned down the proposal.

Locked into the payday change was an option for direct deposit, which some members indicated interest in, but direct deposit possibilities were tied to the change in paydays, which virtually no one supported.

Many members pointed out that banks are not open late on Tuesdays, making it a most inconvenient day for working people to take care of financial business. Additionally, the disruptive transition period involving pay periods of other than the normal two weeks pay was opposed.

Friday paydays will remain in effect—and the issue of Tuesday paydays has been put to rest at this time.

For related article see Business Manager Jack McNally's column page 3.

## Pac Tree back at table

On March 4, the Company agreed to the Union's request to return to the bargaining table and continue the collective bargaining process on 1985 negotiations.

The current Pacific Tree agree-

ment was subject for amendments and improvements on January 1, 1985. An offer for a two-year contract was rejected by the Local 1245 membership on February 15.

See PAGE ELEVEN...



## Utility Reporter

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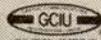
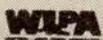
**Ron Field**

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Contributing writers Tom Dalzell and Ann Miley, Staff Attorneys, Assistant Business Manager Ron Fitzsimmons, and Juliann Sum, Industrial Hygienist

## PACIFIC GAS AND ELECTRIC COMPANY

PG&E

245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

I. WAYLAND BONBRIGHT  
MANAGER  
INDUSTRIAL RELATIONS

March 1, 1985

Mr. Jack McNally, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 4790  
Walnut Creek, CA 94596

Dear Mr. McNally:

Thank you for the letter of February 27, 1985, concerning Pacific Gas and Electric Company's Drug Prevention Policy, and specifically, the wording in Paragraph #3.

We want to assure you and the membership of IBEW Local No. 1245 that any disciplinary action taken because of off-the-job or off-the-premises illegal drug activity will be the result of individual review. Each incident will be evaluated on its particular merits to determine if disciplinary action is appropriate. If it is determined that disciplinary action is appropriate, then a decision will be made concerning the degree of discipline which may be up to and including termination.

The Company's action will, of course, be subject to review through the grievance procedure.

If you have any other concerns or questions about the Drug Prevention Policy, please call me or Mr. I. W. Bonbright. Thank you for your support in this important drug prevention effort.

Sincerely,

John S. Cooper  
Senior Vice President, Personnel

## Drug policy . . .

. . . From PAGE ONE raised were with regard to off-the-job activity, employers responsibility to prove employee possessed, offered, furnished, sold or used drugs and the right of the employee to use the grievance procedure.

As a result of this meeting, PG&E sent us a revised draft of the policy. The union still had some concern regarding paragraph 3. On March 1, 1985, a letter signed by John S. Cooper, Senior Vice President-Personnel, addressed Union's concerns.

The Union is in full support of this policy with the understanding that any resulting discipline will be administered consistent with past Review Committee and arbitration decisions dealing with this subject matter.

The Union feels strongly that we must address major social problems that effect the health and safety of all our members.

The PG&E Employees' Assistance Program is developing an East Bay Trial Drug Rehabilitation Program. We have requested a meeting in the future to discuss the details and we will have an article in the *Utility Reporter* when the rehabilitation program is in effect.

## PG&E Drug Prevention Policy

The Pacific Gas and Electric Company is committed to protecting the health, well-being, and safety of individual employees, their co-workers, and the public-at-large from the hazards caused by the misuse of drugs by employees.

Because of the importance of this commitment and the addictive and secretive nature of drug abuse, accomplishing this goal will require the full support of all levels of management and supervision as well as that of each employee.

The following policy on drug abuse is adopted as an initial step toward reaching this goal:

1. Employees must not possess, use, furnish, sell, or offer illegal drugs or other controlled substances (as defined under Federal or California Law) while on the job or on Company premises. Proof that an employee furnished, sold, or offered illegal drugs or controlled substances while on the job or on Company premises will result in termination of employment. Proof of possession or use of illegal drugs or controlled substances while on the job or on Company premises will be cause for disciplinary action up to and including termination of employment.
2. Evidence of employees who possess, use, or are involved in furnishing, selling, or offering illegal drugs while on the job or on Company premises must be reported by the employee's supervisor to the Security Department of the Company for referral to the appropriate law enforcement agencies.
3. Employees who engaged in off-the-job or off-premises illegal drug activity that impairs their work performance, causes damage to Company or public property, jeopardizes their own safety or that of co-workers, Company customers or the general public, or undermines the public's confidence in PG&E to provide service will also be subject to disciplinary action up to and including termination of employment.
4. Employees are required to perform their duties in a safe and efficient manner, and supervisors have a responsibility to assure that this is done. If a supervisor becomes aware that an employee is working in an unsafe manner, the supervisor is responsible for taking those actions necessary to assure that safe work conditions are maintained.
5. Employees who are using prescription drugs or other medication which may affect their ability to work safely are responsible for bringing the matter to their supervisor's attention. Supervisors should be alert to the effects of medication or illness on an employee's capabilities to perform work safely and efficiently.
6. Employees and supervisors are encouraged to seek assistance before drug abuse affects job performance. The Company's Employee Assistance Program is available to help employees and their families with drug-related problems. Participation in the Program is voluntary, and the help is provided on a confidential basis. Program counselors will not disclose information on illegal drug activity of employees who participate in the Program. However, participation in the Employee Assistance Program does not relieve employees of their responsibility to meet work performance requirements.

# APPOINTMENTS

## PACIFIC GAS AND ELECTRIC COMPANY General Construction Joint Grievance Committee

Brian Kapaun  
Cary T. McDermott  
(Alternate Position)

## North Bay Division Joint Grievance Committee

Art Fahrner

## CITIZENS UTILITIES

### Interim Negotiating Committee

Joe Belle  
Bruce Gilbert  
Joe Aquilio  
Marianne Kostick

## LYNCH COMMUNICATIONS SYSTEMS, INC.

### 1985 Negotiating Committee

Anne Spencer  
Janice Davis  
Marsha Barker  
Ellisteen Fells  
Patty Gray  
Zenda Robbins

## PACIFIC TREE EXPERT COMPANY

### 1985 Negotiations Ballot Committee

Richard E. Morris  
Harry Beckwith

## CENTRAL LABOR COUNCILS

### Sacramento Central Labor Council

Dave Mason

### Santa Clara County Central Labor Council

Bill Brill  
Tom E. Ryall

## CONFERENCES AND CONVENTIONS

### California State Association of Electrical Workers

Curt Peterson  
Tom Conrad  
Jack McNally  
Ron Fitzsimmons  
Barbara Symons  
Tom Heyl  
Joe Valentino

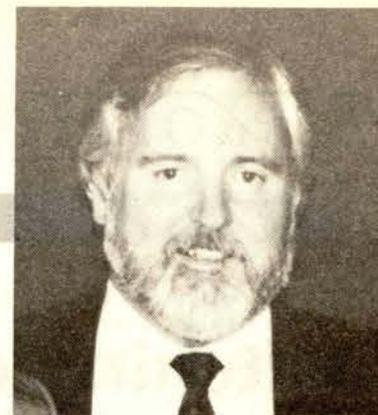
### 1985 IBEW Utility Conference

Jack McNally  
Howard Stiefer  
John Callahan  
Ron Blakemore  
Roger Stalcup  
Frank Hutchins  
Dave Reese  
Mickey Harrington

### Boy Scouts of America 30th Annual Eagle Scout Banquet

Robert Stark

# POINT OF VIEW



IBEW 1245 Business Manager

## Members' views outlined on payday change proposal

On the front page of this issue of the Utility Reporter is an article on the chronology of events regarding the issue of the proposed payday change at PG&E and direct deposit of paychecks.

As proposed by PG&E, the change was somewhat complicated and difficult to understand. The proposal included mainly three items: (1) change payday from Friday to a Tuesday; (2) change the pay period so that everyone would be on a ten day hold back, and (3) provide voluntary direct deposit of paychecks to employee's bank.

As the Company explained, the ideal time to institute this change was during a two-month period where in the first month there were five Fridays and in the next month there were five Tuesdays. The two months were March and April.

The Company sent individual letters to all the employees explaining how they would be affected by the conversion.

The Company's presentation of the proposal did not leave much time for discussion. The Union, through surveying members at over 60 Unit Meetings in February, and through holding discussions at yards and offices, and by obtaining information from Shop Stewards and Business Representatives — as well as from members' phone calls, petitions, and Unit motions — felt there was overwhelming opposition to the payday proposal.

Members stated that changing from Friday paydays to Tuesday paydays would prevent them from doing their normal banking on payday since banks close at 3 P.M. on Tuesdays.

One could argue that the employee could wait until Friday to do his or her banking; however the counter argument is, "I am in a negative cash flow by payday and can't afford to wait."

Also one could argue that the employee could take advantage of direct deposit; however the counter is, "I need cash in my pocket on payday so I still would have a problem."

There are members who turn over their paychecks to their spouse, some deposit their paycheck in the bank and skim off a little in the process, some take the entire amount of their check in cash. Clearly, employees do not all do the same thing with their paychecks. That is what made acceptance of this proposal difficult.

The second area of this proposal concerned the changing of the number of days after a pay period before you receive your paycheck; the proposal provided for an increase in this hold-back period to 10 days. Currently employees are on different hold-back periods. It runs between five days to 10 days depending on what department or classification you are in.

The net effect of this change would be that where you normally receive 26 full paychecks for the year, you would receive something between 25 and 26 full paychecks depending upon the number of hold-back days you currently have.

The March 8 issue of "PG&E Week" did not address this portion of the proposal at all.

The third area of the proposal concerned the direct deposit of an employee's paycheck into his or her bank. Members who essentially do the same as direct deposit with their paycheck felt direct deposit would be a benefit. However, in many of these instances the other parts of the proposal overrode acceptance. Many members expressed doubts or distrust that direct deposit was fool proof and wanted to know what guarantees there were.

This discussion then usually led to past or current failures of the payroll department to pay properly.

Those members who have had paycheck problems said, "If you now get a bank involved, it will probably double my problems."

The bottom line: Local 1245 declined the switch, based upon the significant number of problems that our members pointed out with the proposed change.

In Unity —

# AROUND THE SYSTEM —PG&E

## Switching experiment starts April 1

After many years of disagreements and negotiations the following letter outlines a temporary experiment in switching procedures and upgrades to sub-foreman and system operator.

During the time of the temporary experiment, the Local's Switching Committee will compile statistics on a monthly basis. At the end of the experiment, the information will be used to formulate a permanent procedure.

PACIFIC GAS AND ELECTRIC COMPANY  
PG&E + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

February 25, 1985

Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 4790  
Walnut Creek, CA 94596

Attention: Mr. J. K. McNally, Business Manager

Gentlemen:

This letter cancels and supersedes all material submitted to you concerning the Ad Hoc Switching and Clearance Committee.

As a result of recent discussions, Company proposes, pursuant to Section 102.8 of the Physical Labor Agreement and in accord with the concepts contained on Page 33 of the same Agreement, to establish a six-month test of the following preliminary disposition of the Review Committee cases listed in Attachment A. The test should commence April 1, 1985 and end September 30, 1985. Company will require its electric supervisors to maintain adequate records so that Company and Union may determine whether or not the test may be used to settle the grievances.

As a result of the Committee's meeting of February 12, 1985, the Company proposes, pursuant to Section 600.12 of Exhibit VI-L, Job Definitions and Line of Progression for the Division Electric Departments, to resolve the switching and clearance grievances referred from the General Negotiating Committee in the following manner.

1. When an employee classified as Cable Splicer or Lineman is assigned to perform switching, taking or holding a clearance and is not under the direct supervision of a working foreman or exempt supervisor during the time switching is being performed, such employee will be compensated for the specific assignment at the appropriate rate listed below and the work time involved but in no case less than eight hours at the straight rate of pay for a regularly scheduled workday.

#### Routine Assignment

Work assignments in the overhead that include one clearance point with switching in one location to

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clear the circuit for work or return it to normal, or work assignments in the underground that include two clearance points or less with switching at no more than four locations to clear the circuit for work or to return it to normal, will be paid at the appropriate journeyman rate.

#### Complex Assignment

Work assignments that include 1) combined phasing and rotation checks within the clearance limits, or 2) more than two clearance points or at more than four locations will be compensated in the following manner:

Cable Splicer--Paid at Cable Subforemen rate of pay. In conjunction herewith, delete Note A3 of the Cable Splicer job definition, Exhibit VI-L, Title 600.

Lineman--Paid at Line Subforeman rate of pay.

2. When an employee classified as Electrician is assigned to perform station or plant bus switching and is not under the direct supervision of a working foreman or exempt supervisor during the time switching is being performed, such employee will be compensated at the System Operator No. 3 top rate for the work time involved but in no case less than eight hours at the straight rate of pay.
3. One or two-day assignments of switching responsibilities will be made in accordance with the job definitions and related notes of Exhibit VI-L for these classifications and without reference to Title 205 of the Agreement.

Should the test prove successful, the above preliminary disposition shall be used to settle the grievances listed in Attachment A except for Review Committee File No. 1507 which will be returned to the Review Committee for further discussion. Additionally, grievances that are pending at other steps of the grievance procedure or grievances that may be filed in the future, will be settled in the same manner as listed above.

If you are in accord with the foregoing and the attachment and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS & ELECTRIC COMPANY

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## LETTERS OF AGREEMENT

### Items

- |        |   |        |   |
|--------|---|--------|---|
| 83- 53 | Concerning (2069) Water Systems Repairman, Helms; (2575) Utilityman, Spring Gap.  | 83- 61 | Permanent hours change for Servicemen headquartered in Marin District, North Bay Division.                                      |
| 83- 54 | Pending   | 83- 62 | Adds to list of confidential employees one clerical position which will be the secretary to Director Fairfield Computer Center. |
| 83- 55 | Establishes the classification of Regulator Locator in East Bay Division, Gas Service Department.   | 83- 63 | Pending.  |
| 83- 56 | Returns an employee to a Utility Clerk Typist position in the Customer Services Department of the Lakeport Office.  | 83- 64 | Amends Training Guidelines for Apprentice Metermen.   |
| 83- 57 | Placement of an employee into a newly authorized Patrolman position in Ukiah.   | 83- 65 | Fills a vacant Environmental Protection Monitor position at Geysers Power Plant by Appointment from outside the Company.        |
| 83- 58 | Cancels and supersedes Letter Agreement 83-26; return of an employee from LTD and placing him in an existing Helper (0930) vacancy in Oakport Gas Department. | 83- 66 | Fills two Traveling Instrument Repairman positions, one at West Geysers and one at East Geysers, on a provisional basis.        |
| 83- 59 | Institutes limited flextime program for second and third shifts in Bill Processing Unit of Customer Accounting Department.                                    | 83- 67 | Permanent hours change for two employees at Livermore Service Center, Mission District.   |
| 83- 60 | Hours changed for the Colgate Division Substation Maintenance employees.  | 83- 68 | Pending.  |

# ARBITRATIONS

## Construction Representative

In the wake of Arbitrator Sam Kagel's decision in Arbitration Case No. 123, Business Manager Jack McNally has directed Assistant Business Manager Ron Fitzsimmons to contact the Company in an effort to work out the actual effect of Arbitrator Kagel's decision finding that management employees, (Construction Representatives), have been performing bargaining unit work. Fitzsimmons reports that the Company has issued a directive to all Divisions informing them of Arbitrator Kagel's decision and ordering them to stop using Construction Representatives to perform bargaining unit work. Details of these talks will be reported in future issues.

## Payment Processing Center

A negotiating session was scheduled for early March to consider the Company's "final" proposal to create a negotiated performance standard, a pay incentive for employees who exceed the standard, and a procedure by which employees who do not meet the standard can transfer out of the Department.

## Meter Readers

On February 13, 1985, a revised Letter of Agreement involving Meter Reader issues was signed, memorializing agreements reached in 1984 negotiations. A copy of the agreement will soon be mailed to all Meter Readers; major changes are in the areas of standards, starting times, flex-time, and transportation. The Company has notified the Union that it hopes to implement electronic meter reading in the San Francisco Division in May, and a negotiating meeting has been scheduled for April 10 to discuss the effects of the new hand-held reading devices, especially the timing device.

## Traveling Maintenance Crew Expenses

By letter dated February 5, 1985, the Company notified the Union that the annual survey on reasonable costs for Steam Generating Traveling Maintenance Crews has been taken and that on the basis of this survey the daily guide for traveling maintenance crew expenses would be increased to \$31 a day effective February 1, 1985. Using the calculation that was agreed to in negotiations, the daily allowance for the Sub-Station Department in Fresno is \$29 because the San Francisco Area is excluded from their calculations.

## Mill grinds slowly on copter issue

The mill of state government is grinding exceedingly slowly on the barehand helicopter work controversy. At this time, the State, goaded on by the Union, is proceeding on three different aspects of the helicopter issue: a variance filed with the director of Cal/OSHA by PG&E to permit the procedure on an "experimental" basis; the appeals of Cal/OSHA citations issued to Haverfield Helicopter and PG&E alleging violation of helicopter and electrical safety orders; and two citations issued by the Labor Commissioner for performing electrical work without an electrical contractor's license.

The variance, which was not filed by PG&E until approximately 6 weeks after the Company began the illegal procedure and 8 weeks after such a course of action was suggested by Cal/OSHA, is after a month, still awaiting additional information from PG&E. Though the information critical to the determination of the variance question was requested of PG&E three weeks ago, as of last week, PG&E still had not responded. It appears that the longer PG&E can stall the variance proceeding, the longer it can continue to work as it has for the past three months.

Cal/OSHA has, at the same time, decided that since the variance is filed, they will not push for an expedited hearing because, in their view, once the variance is granted, the citations are no longer valid. The Union does not share this view.

The Labor Commissioner has been unable to serve its citations on the helicopter company, although it has been trying for a month. Though the citations could be served by registered mail or by personal service on the Secretary of State's office, the Labor Commissioner's office has for some reason elected not to pursue either of these available avenues.

The Union has requested party status in all three proceedings, but has received no response to date. Local 1245 will continue to monitor the situation and demand that the work practice be stopped.

Assistant Business Manager Corb Wheeler reports that as of February 27, 1985, there were 46 cases in Fact Finding, 23 cases in Pre-Review, and 5 cases before the Review Committee.

**Arbitration Case No. 118** involves the use of canvas tents by Gas T&D employees in the Sacramento area to perform routine work during inclement weather. Briefs were filed with Arbitrator Barbara Chvany on January 25, 1985, and a decision is expected soon.

**Arbitration Case No. 120** involves the Company's right to send employees home during emergency overtime situations. Several settlement proposals have been made but no resolution has been reached. If the case cannot be settled, it will be referred to Arbitrator Barbara Chvany.

**Arbitration Case No. 122** involves the proper rate of pay for travel time at the conclusion of an overtime assignment. The case will be submitted to Arbitrator Barbara Chvany on the basis of stipulated facts.

**Arbitration Case No. 124** involves the discharge of a Gas Serviceman for allegedly tampering with his gas meter. Briefs will be filed with Arbitrator Robert Burns on April 3, 1985.

**Arbitration Case No. 125** involves the discharge of a North Bay Lineman for "refusal to perform work assignments." Briefs will be filed with Arbitrator Sam Kagel on March 25, 1985.

**Arbitration Case No. 126** involves the discharge of a Machine Operator at the Payment Processing Center for failure to properly manage the flex-time clock and alleged continued abuse of sick leave. Arbitrator Kathleen Kelley will hear the case on June 11, 1985.

**Arbitration Case No. 127** involves the application of the formula to calculate additional wage rate for a disabled employee placed in a lower paid job. Following referral to arbitration, the case was removed from the arbitration calendar while the parties attempted to negotiate a settlement. The Company is currently considering a settlement offer from the Union.

**Arbitration Case No. 128** involves the use of agency employees to replace bargaining unit employees and to perform work identical to that performed by unit employees. Arbitrator Barbara Chvany will hear the case on June 27, 1985.

**Arbitration Case No. 129** involves the discharge of an East Bay Meter Reader for allegedly "curbing" meter reads. Arbitrator David Conception will hear the case on May 2, 1985.

**Arbitration Case No. 130** involves the prearranged overtime system in San Francisco Division, Underground. Arbitrator Sam Kagel will hear the case on April 24, 1985.

**Arbitration Case No. 131** involves the discharge of a North Bay Electrician for purchasing a transformer on his private contractor's license and reselling the transformer to the Company at a profit. Arbitrator Gerald McKay will hear the case on July 10, 1985.

**Arbitration Case No. 132** involves the discharge of a Stockton Division Meter Reader for alleged improper actions toward a female customer in a dress shop during work hours. Arbitrator Donald Wollett will hear the case in Oakdale on July 25, 1985.

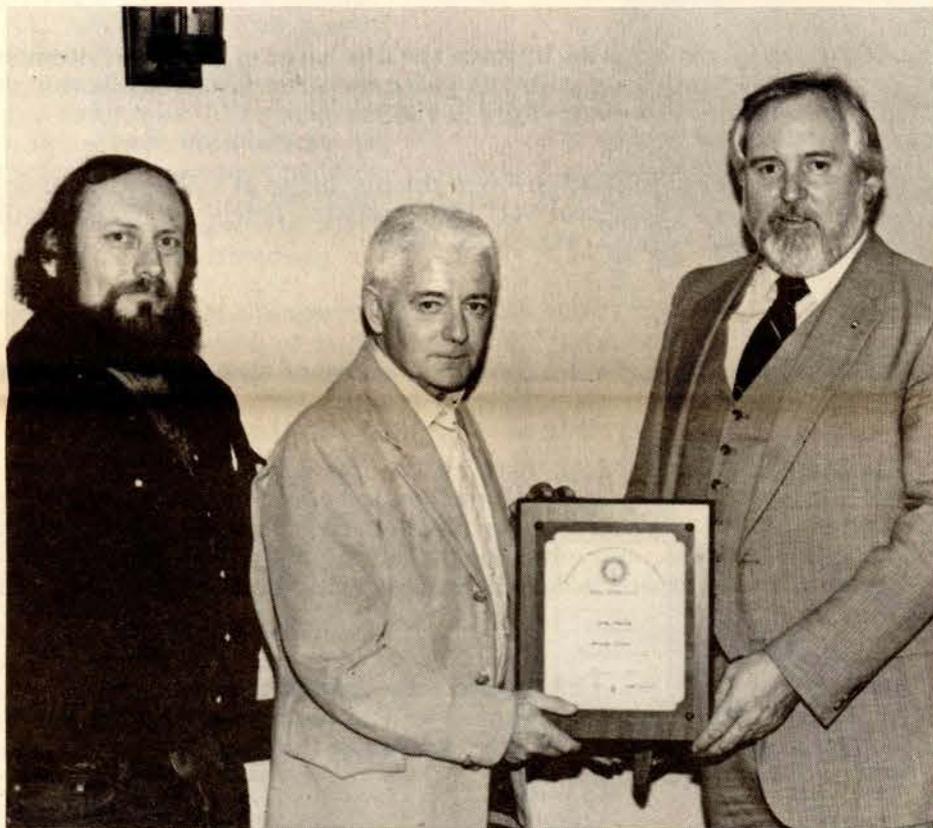
## MEMBER ALERT

Members in General Construction should prepare proposals on expense improvements and submit them at their Unit Meetings as soon as possible to accommodate a start date for negotiations.

# ADVISORY COUNCIL — Active meeting in Concord



President Howard Stiefer congratulates new Council member Ron Freeman after Freeman was sworn in.



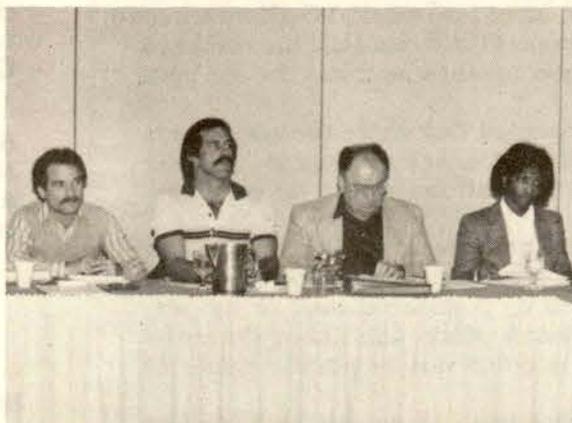
Larry Casserly, center, receives honor award recognizing his many years of dedicated service to IBEW Local 1245. Business Representative Ed Fortier, left, highlighted Casserly's activities for the Council. Business Manager Jack McNally presented the service recognition award to Casserly, a 30-year member.

An important feature of the recent February Advisory Council meeting in Concord was the presentation of a recognition award to Brother Larry Casserly who retired from PG&E on March 1, with 30-years service with IBEW Local 1245. Council participants gave Casserly a standing

ovation following presentation of the award. Business Manager Jack McNally presented the award to Brother Casserly following his retirement! During reports from the members, Council members



At the head table, l-r; Kathy Tindall, John Callahan, Vice President Pro-tem; Barbara Symons, and President Howard Stiefer.



Attending the recent Advisory Council meeting in Concord were representatives, Rich Perry, Jay Kilgore, Harvey Innes, Larry Wood, Tom Garcia, Mark Abercrombie, John Delsman, Herman Reuther, Gwen Wynn, Skip Harris, Bob Callendar, Frank Locatti, Will Nunes, and Larry Casserly.

# - Active meeting in Concord



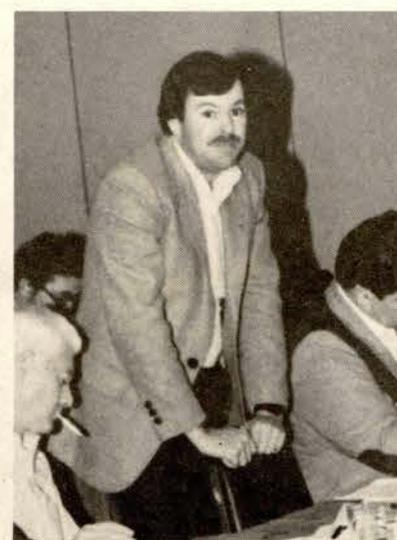
President Howard Stiefer congratulates new Council member Ron Freeman after he was sworn in.



Tom Garcia



Duane Bartlow



Dave Mason

Important feature of the recent February Council meeting in Concord was the presentation of a recognition award to Brother Casserly who retired from PG&E on March 30 after 30-years service with IBEW Local 1245. Council participants gave Casserly a standing

ovation following presentation of the award by Business Manager Jack McNally. Best wishes go out to Brother Casserly for a very happy retirement!

During reports from the Advisory Council members, Council member Rick Bidinost told

the Council about work being done by a team of Shop Stewards at Edenvale Headquarters, San Jose-Mission Trails Division, to Circulate important Local Union bulletin board information. IBEW Local 1245 Secretary Barbara Symons has helped develop and coordinate the material.



At the head table, l-r; Kathy Tindall, John Callahan, Vice President Pro-tem; Barbara Symons, and President Howard Stiefer.



Also at the head table, Business Manager Jack McNally, Ron Blakemore, Lyman Morrison, Mike Davis, and Ron Fields.



Kilgore, Harvey Innes, Larry Wood, Tom Garcia, Mark Abercrombie, John Delsman, and Casserly.



Also participating were Dave Mason, Jim Mitchell, Harvey Bidinost, Ann Spencer, Duane Bartlow, Tom Smiley, Leroy Adams, Tim Healy, and Stan Justis.



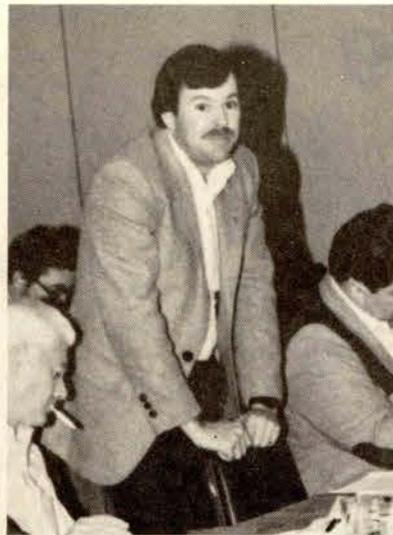
# Members give reports



Tom Garcia



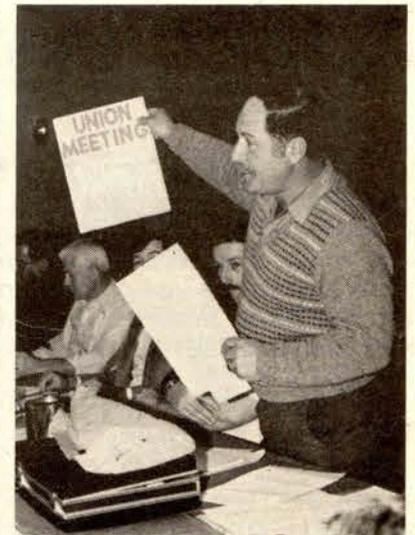
Duane Bartlow



Dave Mason



Ann Spencer



Rick Bidinost

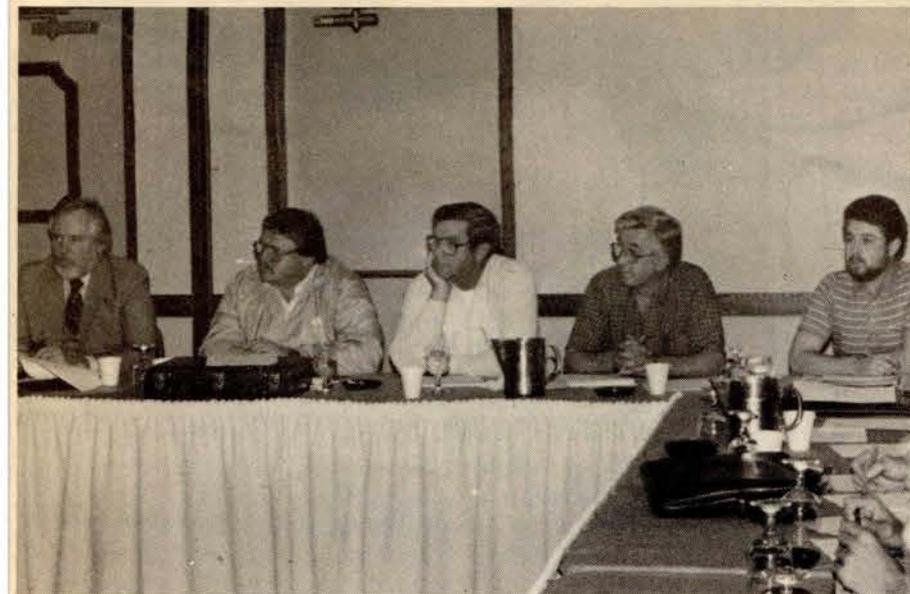
resentation of the award by McNally. Best wishes go for a very happy

the Advisory Council member Rick Bidinost told

the Council about work being done by a team of Shop Stewards at Edenvale Headquarters, San Jose-Mission Trails Division, to Circulate important Local Union bulletin board information. IBEW Local 1245 Secretary Barbara Symons has helped develop and coordinate the material.



Business Manager McNally addresses Advisory Council.



Also at the head table, Business Manager Jack McNally, Ron Blakemore, Lyman Morrison, Mike Davis, and Ron Fields.



Also participating were Dave Mason, Jim Mitchell, Harvey Bidinost, Ann Spencer, Duane Bartlow, Tom Smiley, Bill Paynter, Bob Smith, Ron Freeman, Clark Fleming, Leroy Adams, Tim Healy, and Stan Justis.

# PCBs pose monstrous loss-prevention problems

## ...clean-up costs soaring

*This is a second article on PCBs from the publication, "business insurance," copyright 1985, that Assistant Business Manager Ron Fitzsimmons requested the rights to reprint for our membership. Last month the first article, "PCBs pose monstrous loss-prevention problems" was printed in the Utility Reporter. Our thanks to "business insurance" for granting reprint rights.*

By Robert A. Finlayson

For more than 3½ years, the 18-story office building in Binghamton, N.Y., has been unfit for human habitation.

Once occupied by 33 state agencies and more than 700 employees, the building now resembles the set for a science fiction movie, where workers dressed as if they're ready for the next "Star Wars" epic are engaged in a type of chemical warfare.

Outfitted with special protective clothing and breathing apparatus, the highly trained workers have been battling some of the deadliest chemicals known to man in an effort to decontaminate the building. The cost of this cleanup effort is expected to top \$25 million, state officials say. And they are still not sure when the building will be reopened.

**The cause of** this toxic chemical nightmare: an electrical fire that ignited polychlorinated biphenyls contained in a transformer in the basement of the building.

On May 15, 1983, three years after the Binghamton PCB fire, a PCB transformer in the subbasement of the One Market Plaza Building in downtown San Francisco burst into flames. A thick, black cloud of acrid-smelling smoke poured out of a sidewalk grating above the transformer vault.

Soot and smoke from the electrical fire were drawn through the office complex by ventilating fans through street-level louvers, contaminating the building's subbasement, basement and first six floors of the 28-story structure with PCBs. Cleaning up the contamination took 10½ months and cost more than \$20 million.

Just four months after the San Francisco incident, on Sept. 28, a third fire involving a transformer with PCB coolant occurred near the First National Bank building in Chicago. This time, however, the contamination was limited to the vault in which the electrical equipment was located.

**Besides the cleanup costs,**



third-party injury and business interruption lawsuits arising from the Binghamton and San Francisco fires seek more than \$500 million in damages.

The U.S. Environmental Protection Agency banned manufacture of PCBs in 1979 because of environmental and human health concerns, but the agency has continued to allow the use of the chemical as a coolant in tens of thousands of electrical transformers.

The spectre of huge cleanup costs and the potential for the chemical contamination of office buildings and manufacturing facilities has prompted the EPA to rethink its policy on PCB transformers, but sources at the agency say the EPA will not require removal of the transformers in proposed regulation expected to be published early next month.

**Meanwhile,** some risk managers

have taken matters into their own hands. A number of companies—including Equitable Life Assurance of the United States, Prudential Insurance Co. of America and Fireman's Fund Insurance Cos.—have or are in the process of removing PCB transformers from properties they own.

Risk managers from these insurers have warned other companies about the potential dangers of PCB electrical equipment. However, even major property owners like Equitable and Prudential cannot solve their PCB problems for themselves: In many cases the electrical equipment is owned by the local utility, and the building owner has no control over it.

"Our real estate group has been working with BOMA (the Washington-based Building

Owners & Managers Assn.) and with other organizations to spread the word and convince the rest of the real estate industry to join with us to bring some pressure to bear on the utilities," explains Helen Terry, Equitable's risk manager. The life insurer is a part-owner of the One Market Plaza Complex.

Based on the number of utility-owned PCB transformers located in or near commercial buildings, the utility industry estimates that a catastrophic PCB transformer fire, similar to the One Market Plaza or the Binghamton incidents, can be expected about once every 2½ years.

This figure is based on a utility industry survey of its own equipment. That survey turned up 6,000



# PCBS

PCB transformers inside commercial buildings and another 12,291 housed in sidewalk vaults or in similar locations.

According to one electrical equipment expert who asked not to be named, risk managers can look for an increase in PCB transformer fires in the next five to 10 years because much of the existing PCB equipment is reaching the end of its useful lifetime and, therefore, is prone to breakdowns.

Experts note the greatest potential for PCB electrical fires lies with privately owned equipment since such equipment is poorly maintained and infrequently inspected, particularly the equipment in older buildings.

Poor maintenance, according to boiler and machinery insurers, is one of the leading causes of electrical equipment fires.

An investigation of the Binghamton incident by state officials revealed the fire actually occurred in faulty electrical switch gear adjacent to the transformer, but the heat generated by the fire apparently caused a ceramic bushing on the transformer to crack. This allowed about 180 gallons of PCB insulating liquid to spill on the floor near the fire. Although structural damage was confined to a mechanical room that contained the electrical equipment and transformer, smoke and soot generated by the fire were distributed throughout the building via a ventilation shaft that runs from the mechanical room to the penthouse.

Scientists still do not have a clear picture of the chemical reactions that took place in the

mechanical room when the PCB transformer fluid ignited, but analysis of the soot distributed through the office building revealed the presence not only of PCBs, considered a health threat themselves, but two far more deadly compounds: tetrachlorodibenzodioxins, better known as dioxins, and tetrachlorodibenzofurans, also known as furans. Preliminary findings by researchers studying the Binghamton fire indicate that, under certain conditions, burning PCB transformer fluids will generate soot and smoke containing dioxins and furans.

**Because of their** toxicity, cleaning up dioxins and furans—and even PCBs—is extremely difficult, timeconsuming and expensive, experts say. Cleanup workers must be outfitted with special protective clothing to enter the contaminated environment. And, they must discard their work clothes and shower upon leaving the contaminated area so they do not spread the contamination.

The cleanup job is further complicated because generally accepted standards for safe levels of PCBs, dioxins and furans have not been established.

"When we started designing the cleanup program for One Market Plaza, we did not know what level we were cleaning up to," laments Equitable's Ms. Terry.

The city of San Francisco had to establish cleanup levels for these chemicals before work could be completed at the office complex, she explains. The situation in Binghamton was similar. The state of New York spent months and millions of dollars developing "re-entry standards" for the PCBs, dioxins and furans that contaminated the state office building. These re-entry

standards determine the level of toxic chemicals that can be present in an office building without endangering its occupants.

**In the case of** the most toxic dioxin compounds, the New York Department of Health set the level at 10 trillionths of a gram per cubic meter of air and 23 billionths of a gram per square meter of surface area. Such amounts are so small that they are difficult to measure, let alone clean up.

Cleaning up this type of chemical contamination is further complicated by the fact that there are 200 different chemical forms for PCBs and 210 different forms for dioxins. Each has a different toxicity. "The problem is developing a risk limit for all of them based on an exposure of eight hours a day, seven days a week for 40 years," says Richard Ronan, a chemist with Versar Inc., a consultant based in Springfield, VA., that consulted on both the Binghamton and San Francisco fires.

**Robert L. Bordon**, an attorney for Pacific Gas & Electric Co., owner of the transformer that contaminated One Market Plaza, says the utility has been hit with about half a dozen lawsuits as a result of the fire. Mr. Bordon says the utility has paid several of the business interruption claims raised by tenants of One Market Plaza and is adjusting others. But, he says, "There are a lot of people who have sued for what I suspect is no good reason, except they hope to get a few bucks."

These people, according to the attorney, include firefighters who put out the blaze, janitors who were in the building at the time of the fire and "people who happened to drive by" at the time of the incident.

Because California law does not require plaintiffs to specify the damages they seek before trial, Mr. Bordon does not know the amount of claims the utility faces.

**According to one source**, the firefighters are expected to ask for \$100 million in damages. Because the utility carries a large self-insured retention, Mr. Bordon says this is the first time PG&E has made a claim with its liability insurer, Associated Electric & Gas Insurance Services (AEGIS), the utility industry's Bermuda captive.

He would not elaborate on details of the coverage.

Third-party damage claims stemming from the Binghamton incident total more than \$485 million according to Dennis Acton, an assistant New York state attorney general. Mr. Acton said there are about 30 lawsuits stemming from the fire.

The state is self-insured for the loss.

## Judge's ruling overturned— Local's views upheld on PCBs

**Assistant Business Manager Ron Fitzsimmons reports that in a safety matter concerning PCB clean-ups, PG&E was cited by CAL/OSHA. Subsequently PG&E won an appeal to the citations when an Administrative Law Judge supported their appeal.— Now after a second look at the issues, an Appeals Board has reversed the judge's decision, and ruled in favor of Local 1245's position. In the following article Fitzsimmons compiled the information surrounding the safety issues.**

On August 31, 1984, the California Safety and Health Appeals Board, acting on a petition for reconsideration filed by Local 1245 on March 11, 1981, reversed a decision of an Administrative Law Judge dated February 1, 1981.

On July 7, 1980, a representative of CAL/OSHA conducted an inspection of Pacific Gas and Electric Company in the San Jose Division. On July 24, 1980, CAL/OSHA issued citations alleging general violations of Title 8, California Administrative Code Sections 3382(a) and 3385(a).

The citations were issued as a result of an alleged improper PCB cleanup. Section 3382 addresses eye and face protection and Section 3385 foot protection. PG&E filed an appeal from the citations. After a hearing before an Administrative Law Judge, the appeal was granted. Local 1245 then filed a petition for reconsideration with the Appeals Board.

The following are the findings and reasons for the Appeals Board decision after reconsideration.

With respect to Item No. 1, Employer allegedly failed to safeguard its employees from the risk of eye injuries by means of face or eye protection. Section 3382(a) reads in pertinent part:

Employees working in locations where there is a risk of receiving eye injuries such as . . . abrasions . . . as a result of contact with . . . hazardous [sic] substances . . . shall be safeguarded by means of face or eye protection. Suitable screens or shields isolating the hazardous exposure may be considered adequate safeguarding for nearby employees.

The Division established through  
See PAGE TEN . . .

## Local's views upheld on PCBs . . .

... From PAGE NINE

uncontroverted evidence, that employees wore only safety glasses without side shields while engaged in the cleanup of a ruptured capacitor containing approximately two gallons of 100% liquid PCBs (polychlorinated biphenyls). It has been held by the Appeals Board that under certain circumstances safety glasses without side shields are insufficient to protect employees' eyes from the splashing of hazardous substances. *Oliver Wire & Plating Co., Inc.*, OSHAB 77-693 Decision After Reconsideration (April 30, 1980); *Douglas Oil Co. of Calif.* OSHAB 77-931 Decision After Reconsideration (Feb. 24, 1982). The risk of splashing is reasonably inferred from the facts presented in that the employees used a cleaning solution (Penetone) applied by rags in wiping down a utility pole contaminated by the PCB liquid from the rupture of the capacitor. The employees repeatedly dipped a half dozen large rags in the solution and rubbed them on the pole in an effort to dissolve and remove the contaminant. "It is not necessary for the Division to present actual proof of hazardous splashing if a realistic possibility of splashing exists." *Oliver Wire & Plating Co., Inc.*, supra.

The fact that the PCB liquid was a "hazardous substance" is established by the Division in Exhibit No. 3 wherein Employer admits "eye contact with PCBs can result in painful, temporary irritation. . . ." [page 4, paragraph number 3]. The Division established the "... risk of . . . eye . . . abrasions . . ." pursuant to the cited safety order. Abrasions are irritations (Webster's New Collegiate Dict. [7th Ed. 1973, p. 612]). The Appeals Board finds Employer's failure to require that its employees use adequate eye protection suitable for the exposure during the wipe-down and cleanup at the site of the PCB spill in violation of Section 3382(a).

Employer allegedly failed to require its employees to use appropriate foot protection against employee exposure to corrosive or poisonous substances. That PCBs are toxic is established in Section 51559(d) and its attached Table AC-1 (CHEMICAL CONTAMINANTS), Chlorodiphenyl, at p. 432.265 (Reg. 80, No. 27-July 5, 1980).

At the point during the administrative hearing that the Division was introducing the testimony of its industrial hygienist concerning the harmfulness or toxicity of PCB exposure, the Administrative Law Judge erroneously ruled against continuing with that line of questioning. The Division was therefore precluded from establishing an essential element of its case, i.e., that the quantity of PCB exposure was harmful. The Division's industrial hygienist had already established that the standards upon which the Division alleged the harmfulness of PCBs are found in the National Institute of Occupational Safety & Health (NIOSH), U. S. Department of Health Education & Welfare, *Criteria for a Recommended Standard . . . Occupational Exposure to Polychlorinated Biphenyls (PCBs)*, September, 1977.

In the same document NIOSH also prescribes certain protective clothing. The Division did not introduce the document into evidence. However, because the line of questioning developing the dangers inherent in PCB exposure was precluded by the Administrative Law Judge, the Appeals Board shall consider the Division's reference to the document as a proffer of proof and consider the document pursuant to Section 376.3 as a generally accepted technical or scientific matter within the foundation for the Standards Board's determination that minimal quantities of PCB presence in the work environment are harmful to health as asserted by the Division's industrial hygienist.

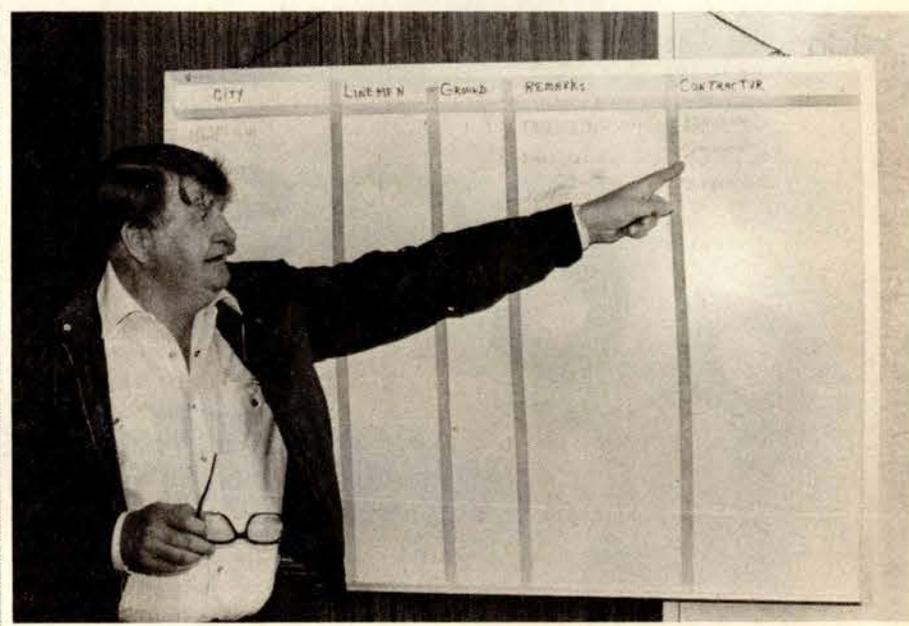
Having determined that the PCBs present at the capacitor site, either in the cleaning solution or as residue, were harmful pursuant to Section 5166(b), the Appeals Board finds that Employer must require appropriate foot protection pursuant to Section 3385(a).

[The Division's evidence that Employer's employee did not wear appropriate foot protection against PCB contamination was uncontroverted and establishes a violation of Section 3385(a).]

### DECISION AFTER RECONSIDERATION

1. The Decision of February 11, 1981, is reversed. The appeal from a general violation of Section 3382(a) [Item No. 1] is denied. The appeal from a general violation of Section 3385(a) [Item No. 2] is denied.
2. The Division submitted additional evidence received on May 24, 1982. Intervenor filed supporting documents received June 9, 1982. Employer objected to the submission of

## OUTSIDE LINE



Business Representative Curt Peterson, representing Outside Line construction members in Southern California points to Dispatch Board in the Local's Claremont office. The Dispatch Board lists the location of all jobs with the requirements for Linemen and Groundmen, the contractor—and remarks about the various daily listings. Dispatcher Charlee Chandler, helped Peterson with the preparation of the new board. Word has it that our members really like the system of listing all available working the Dispatch Office lobby.

both sets of documents. Because leave was not granted to file the documents, they are not considered as part of the record in this matter.

3. This Section and Table have been substantially reenacted under the same Section number on August 20, 1983, and January 28, 1984, respectively.
4. "Since indications of liver injury can be found in reports of both occupational studies and animal experiments with the lowest PCB exposure, there is no proof of an exposure level that is adequately low to prevent liver injury. . . ."
5. "In any operation where workers may come into direct contact with PCBs, protective clothing impervious to PCBs shall be worn. Gloves, boots, overshoes, and bib-type aprons that cover boot tops shall be provided when necessary. Protective apparel shall be made of materials which most effectively prevent skin contact with PCBs where it is most likely to occur. Employers shall ensure that all personal protective clothing is inspected regularly for defects and that it is in a clean and satisfactory condition."
6. The limiting clause of Section 3385(a) "... employees who are exposed to foot injuries . . ."

must be read with Section 5166(b) in order to maintain the protections of Section 5166(b) against poisonous substances. When poisonous substances exist in harmful quantities employees shall be protected by appropriate footwear regardless of possible foot injuries. To hold otherwise would result in the absurdity of not requiring foot protection for exposure to poisonous substances in harmful amounts unless such poisons also exposed the foot to injury. When a statute is fairly susceptible of two constructions, one leading inevitably to mischief or absurdity and the other consisting of sound sense and wise policy, the former should be rejected and the latter adopted. *Banfield v. Sierra View Local Dist. Hospital* (1981) 124 Cal. App. 3d 444, 460 [117 Cal.Rptr. 290].

Based on the Appeals Board's decision the general citations issued by CAL/OSHA are proper and PG&E was in violation of Sections 3382(a) and 3385(a) and did conduct an improper PCB cleanup. It is not known at this time whether or not PG&E will appeal this decision further.

Local 1245 would like to thank Attorney Abbe Ginsburg for her help and input while representing Cal/OSHA.

# 1245 UPDATE

## Pac Tree at table . . .

... From PAGE ONE

Assistant Business Manager Orville Owen reports that he believes that the membership rejected the agreement primarily due to the lack of improvement in the expense provisions, changes in headquarters, and the medical plan.

Owen and the bargaining committee, consisting of Doug Bonham, Bill Colbert Jr., Mike Higgins, Marvin Horton, and David Vanderplas will meet with the Company on March 25.

Business Representatives Ed Fortier, Wayne Greer, Rich Hafner,

Mickey Harrington, and Scott Thomas have assisted the Committee during negotiations.

Owen states that he hopes that a new agreement can be reached shortly and then resubmitted to the membership. The current agreement remains in effect until the membership ratifies a new contract.

In a related development, five grievances involving the change of headquarters have been referred to arbitration. Neither an arbitrator nor a date for the arbitration have been agreed on.

## Sierra Pacific Power Company

For only the fifth time in its long history of representing Sierra Pacific Power Company employees, Local 1245 has been forced into referring a grievance to arbitration. The grievance was filed after the Company created additional supervisory positions instead of bargain-

ing unit positions at a water treatment plant, despite a promise that the positions would go to the bargaining unit, if the record of temporary upgrades justified the creation of additional positions. Neither an arbitrator nor a date for the arbitration have been selected.

## Union Oil Company of California

The seventy-eight employees of Union Oil of California working at the Geysers providing steam to PG&E will decide in a National Labor Relations Board election to be conducted on March 19 and 20 if they want to be represented by Local 1245. Nearly 80% of the

employees have signed Local 1245 authorization cards and Assistant Business Manager Corb Wheeler and Business Representative Perry Zimmerman report a strong base of support for Local 1245 at Union Oil's Geyser facility.

## GEO

By a 3 to 1 margin, Local 1245 members at GEO voted down the Company's contract offer. According to Business Representative Bob Choate, proposed take-backs in the

areas of shift premiums and travel expenses caused the lopsided vote rejecting management's proposal. Further meetings are scheduled and developments will be reported.



Members of the Group W Negotiations Committee recently at work in Walnut Creek included, l-r, Mike Howarth, Business Representatives Dave Reese and John Stralla, Craig Miraglia and Debra Armstrong.



Also working with the group were committee members: Business Representative Larry Pierce; Mike Carter, Bob Reid and Bonnie Webb.

## Group W

Representatives from all Group W Cable properties represented by Local 1245 met in Walnut Creek in February to discuss the Company's ongoing merit increase program. After listening to numerous complaints about the program from Business Representatives and Local 1245 members working for Group W, management representa-

tives asked for an extension of the program until May 1 to correct the wrongs cited by Union representatives. The Union agreed to this extension, but made it clear that unless the Company takes adequate steps to clean up the merit increase program, the Union will not agree to a further extension of the program.

## Citizens Utilities—Sacramento Clerical Unit

Business Representative Jack Osburn has recently obtained authorization cards from the majority of clerical employees at Citizens Utilities' Sacramento office and a petition for certifica-

tion has been filed with the National Labor Relations Board. A date and time for the election had not been set as this issue of the newspaper went to press.

## C. P. National Benefits

The Company has recently requested to open negotiations on medical, dental, vision, and short-term disability insurance with Local 1245 and four other IBEW Locals which represent C. P. National employees. Because of the excellent coverage now provided,

the Union did not seek any improvements in these benefits and did not request to open negotiations. The parties were coordinating their calendars for a mutually agreeable meeting date as this issue of the Utility Reporter went to press.

## BARGAINING REPORT: PUBLIC AGENCIES

### WAPA contract stands

The Federal Labor Relations Authority ruled on February 22, 1985, that the Western Area Power Administration and Department of Energy had acted improperly by unilaterally removing several provisions of their contract with the IBEW.

On July 23, 1983, WAPA and the IBEW executed a collective bargaining agreement.

On August 29, 1984, WAPA officials notified that the Department of Energy had disapproved several provisions of the contract, including Articles 10.1 (pole setting and tower construction), 10.2 (line patrolling), 10.3 (electrical work in substations), 10.6 (assignment of Helpers), and 17.2 (travel and per diem expenses for bargaining committee members).

On September 4, 1984, the Union filed a Petition for Review of Negotiability Issues with the Federal Labor Relations Authority.

In its February 22, 1985 decision, the Authority concluded that the entire agreement as negotiated and executed by WAPA and the Union became effective and binding on August 23, 1984, and that the Department of Energy's attempt to remove the five contract sections was improper.

### Tri-Dam Project

The meet and confer process continues, according to Business Representative Mickey Harrington. Local 1245's hope in this set of bargaining is to bring Tri-Dam employees closer to parity with their counterparts at PG&E. As this issue of the Utility Reporter went to press, management had placed a 4% wage offer on the table, which is about half of what is needed to achieve full parity.

### Alameda Bureau of Electricity

Oops!—Last month it was reported that ratification had taken place. Instead, members at the Alameda Bureau of Electricity rejected a contract offer which would have given all employees a wage increase and additional benefits.

### Richvale Irrigation District

Business Representative Jack Osburn reports that Local 1245 members were scheduled to vote on the District's offer for a one-year MOU during the first week in March. The offer is for a 2.5% one-time-only bonus and maintenance of benefits for all insurance coverage.



Business Representative Joe Valentino was scheduled to meet with the Bureau to reopen negotiations in March, and the results of that meeting will be reported in next month's issue of this newspaper.

## Member addresses benefits issue

Member Tom Thomas, Clovis, California, composed the accompanying letter and mailed it to his Congressional Representatives, and then forwarded a copy of this vital communication to Business Manager Jack McNally.

In his letter to McNally, Thomas said, "Jack, this is a copy of a letter I sent to Senators Cranston and Wilson and to Congressman Pashayan. I thought you might get some satisfaction in the knowledge that some union members are willing to take the initiative to write to our representatives."

**Well done, Brother Thomas! Here's the letter.**

Dear Congressman Pashayan and Senators Cranston and Wilson:

I am writing to you to voice my objections to any change in the tax structure that would allow taxation of employee fringe benefits (life, medical insurance, etc.).

Most of the tax changes in

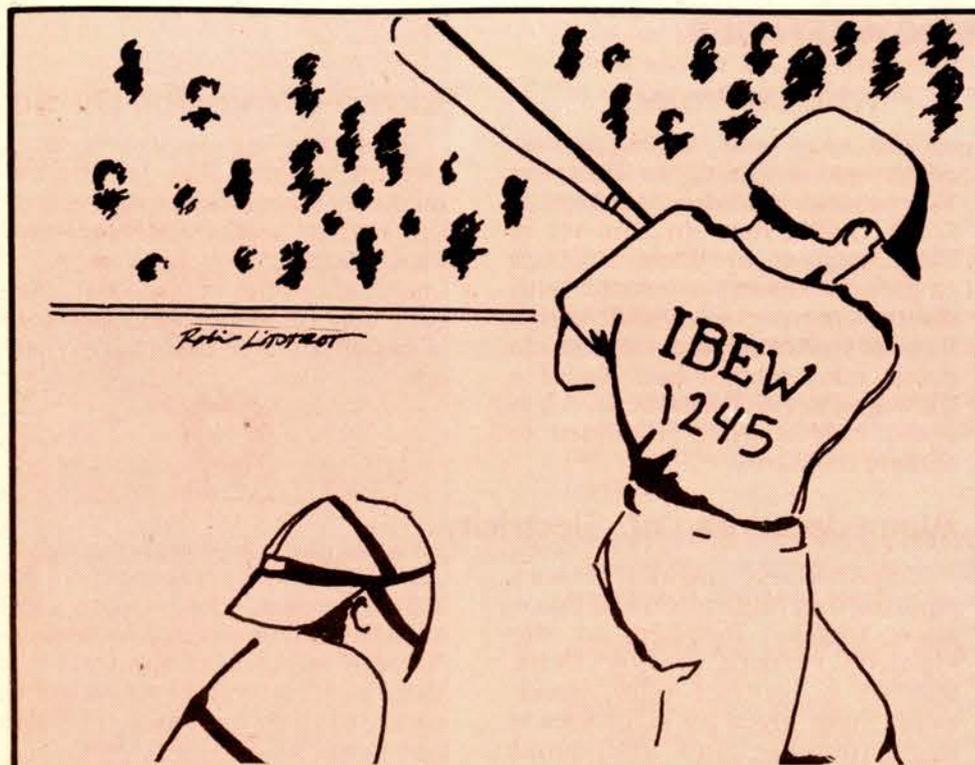
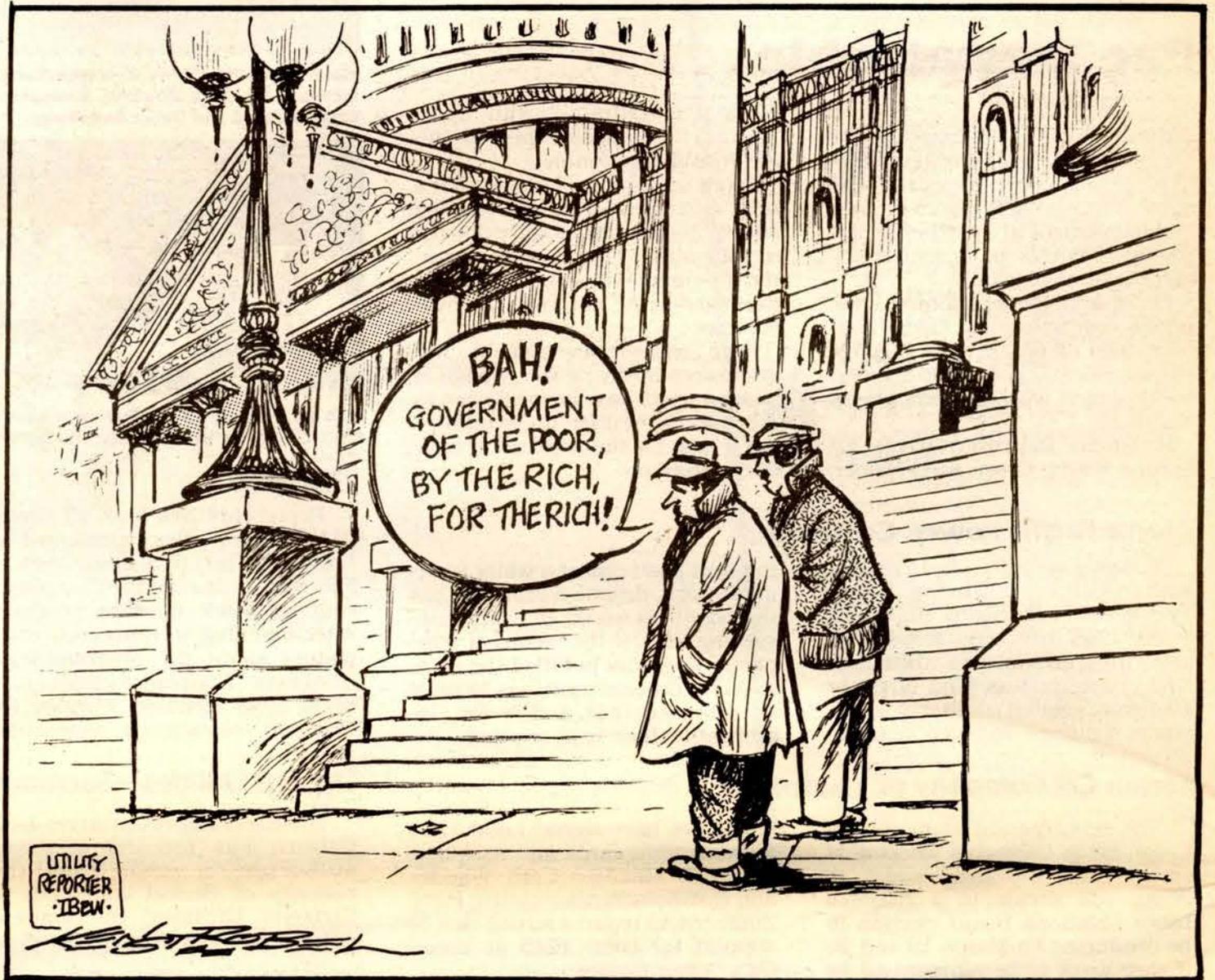
the last 10-15 years have shifted the tax burden to the benefit of corporations and the "super rich." The working middle class is being taxed to the limits right now!

With wage-earners paying

from 20% to 40% of their wages in taxes of one form or another, it is simple to understand why we would get upset when you want to further increase our tax liability. One of the few benefits

that the wage-earning working person has over the "work for cash" people and the "Welfare Society" is the benefit package. PLEASE DON'T take that away from us, too!!

Tom Thomas



## Slo-Pitch Softball fans — mark your calendars!

SATURDAY, SUNDAY  
JUNE 1 and 2

IBEW Local 1245  
8th Annual Slo-Pitch  
Softball Tournament

Willow Pass Park, Concord

Divisions: Open • Over 35 • Women and/or mixed

Team play will be open to members and their families.

Watch for further details next month

Coordinators are, Business Representative Bob Choate and Assistant Business Manager Ron Fitzsimmons.