



UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

Sierra Pacific negotiations to begin

Local 1245 and the Sierra Pacific Power Company exchanged bargaining proposals on January 31, 1986, in anticipation of the April 30, 1986, expiration of the current three-year collective bargaining Agreement. Negotiating sessions between Company and Union bargaining committees were tentatively scheduled to start on February 21, 1986, in Reno.

The bargaining proposal submitted by Local 1245 was developed at a special Shop Steward's meeting held in Reno on Saturday, January 25, 1986. At this meeting, all proposals that Sierra Pacific members had submitted at October, November, and December unit meetings were considered and evaluated.

Representing Local 1245 in negotiations will be Business Representative John Stralla and Sierra Pacific employees Patrick Lantis (Line Department), Gino Aramini (Test and Measurement), Louis Johnson (Gas and Water), Kenneth Lutzow (Valmy Power Plant, Maintenance), John Pardick (Valmy Power Plant, Operator), Keith Smith (Yerington Power Plant, Operator), and Joan Shyne (Clerical). Daniel Keefe (Gas Service) and Robert Viera (Troubleman) will serve as alternate members of the bargaining committee.

The text of both the Company and Union proposals are printed in their entirety on page 8 of this issue.

Tentative agreement in Davey Tree negotiations

After a day-long session in Livermore, California, Local 1245 and Davey Tree's negotiating committees reached a tentative, "bargaining table" agreement to settle 1986 negotiations, according to Assistant Business Manager Orv Owen who acted as the spokesperson for Local 1245 during the negotiations.

The ratification vote on the tentative agreement will be conducted by a secret mail ballot. Ballots will be mailed out on February 24, 1986, along with a copy of the two proposed settlements. Ballots will be picked up at the Walnut Creek Post Office at 10:00 A.M. on March 10, 1986, by Local 1245's Davey Tree Ballot Committee and counted that day.

Local 1245 members at Davey Tree will have two options before them in this year's ratification and will have the opportunity to decide whether to keep the current Paid Time Off provisions of the contract or accept new Holidays and Vacation provisions.

In the "Statement of Committee" being sent to all Davey Tree members, Local 1245's Davey Tree Negotiating Committee states that it is their opinion that "this tentative Agreement meets a majority of the goals sought by your Committee in this set of negotiations" and that the offer will provide "three years of security for you and your families, with improvements in wages, benefits and working conditions during this period."

The Negotiating Committee, which in addition to Orv Owen includes rank and file members Ken Bissmeyer, Chris Clutton, Sam Hernandez, Bill Mamola, John Paige, Fred Serrano, John Smullen, and James Turner, urges Davey Tree members to attend their unit meeting or special meeting for an explanation of the two offers.

Local 1245 monitoring PG&E Rate Case before the PUC

Local 1245 Staff Attorney Tom Dalzell journeyed to the San Francisco offices of the California Public Utilities Commission on Tuesday, February 11, to enter an appearance on behalf of Local 1245 in the current general rate case filed by Pacific Gas and Electric Company.

According to Dalzell, the Commission's Staff has ordered investigations into three major areas vitally affecting Local 1245's members at PG&E. These areas are as follows:

— Wages. The Staff has ordered a comparison of the wages of 112 classifications with the outside

market, as well as an internal comparison of jobs with the same wage rate.

— Productivity. The Staff is investigating the productivity of PG&E employees and the staffing level in a number of bargaining unit classifications.

— Benefits. The Staff is probing into the cost of many major benefits negotiated by Local 1245 for its members at PG&E.

The position of the Commission Staff on these issues should become clearer in early March when the Staff has to make its initial filing of

exhibits. "The battle lines, if any, will be drawn on March 11, when the Staff files its first exhibits" said Dalzell. "We will be monitoring the proceedings, both on behalf of Local 1245 and on behalf of the Coalition of California Utility Workers, and will be participating to the fullest extent necessary to protect the interests of our members and our right to bargaining collectively free from governmental interference."

Developments in PG&E's rate case before the Public Utility Commission will be reported in future issues.

John Delsman joins Local 1245 staff

John Delsman, a Lineman with PG&E who has served as a Shop Steward and Advisory Council member, joined Local 1245's staff as a Business Representative on February 10, 1986. After an initial training period, John will assume Wayne Weaver's assignment in the Southern San Joaquin Division. As a result of increasing health problems, Brother Weaver will be leaving his assignment in the near future.

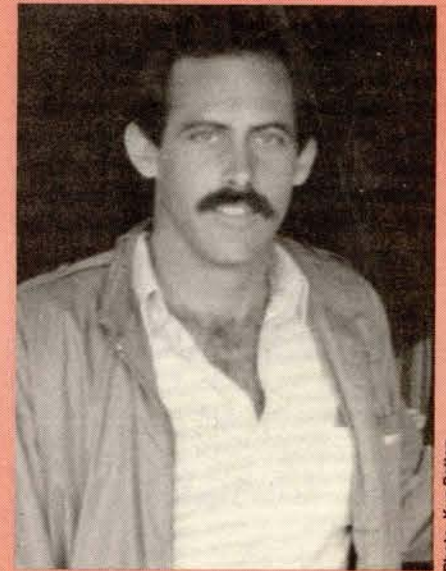
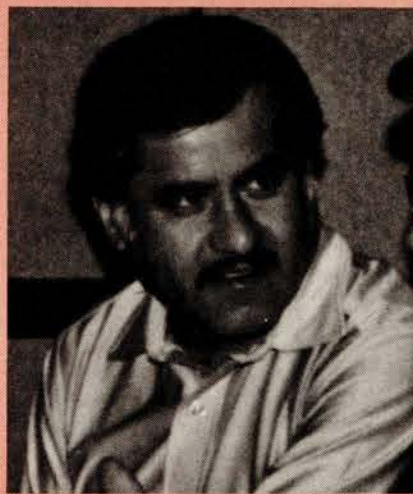


Photo: Kua Patten

Best wishes for a speedy recovery

Will Nunez, Advisory Council member from the Sacramento Regional Transit District and a long-time activist in Local 1245, received second and third degree burns to his hands and face when a DC disconnect switch being operated under load (350 to 500 amps) exploded. Will was hospitalized at the University of California Medical Center's Burn Unit in Sacramento for two weeks, where he underwent skin grafts. Local 1245 sends Brother Nunez its heartiest wishes for his speedy and complete recovery.



Citizens Utilities arbitration settled

A last-minute settlement was reached by Local 1245 and Citizens Utilities Company of California averting a February 14, 1986, arbitration over the proper interpretation of the overtime meals language (contract Section 13.12) agreed to in 1983 negotiations.

Two days of meetings at Company headquarters in Redding on February 3 and 4, 1986, resulted in the settlement. Representing Local 1245 in the meetings were Business Representative Jack Osburn and 1983 bargaining committee members Mary Ann Kostick, Joe Aquilio, and Joe Belle. Details of the settlement were reported at the five Citizens Utilities unit meetings held in February and will be reported in next month's issue of the Utility Reporter.

Arbitrator Gerald McKay was scheduled to hear the case in San Francisco.

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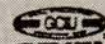
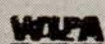
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Nominations for Local 1245 Officers open in March

The election process will begin in March this year for officers and Advisory Council, with the balloting in June for new three-year terms. In addition, delegates to the IBEW International Convention, which is scheduled to be held in Ontario, Canada, on September 15 through September 19, 1986, will be elected.

Nominations for Local 1245 officers, Advisory Council members, and delegates to the International Convention will be opened at all March Unit Meetings of the membership.

Article III, Local Union Bylaws, provides for nominations for the following offices: President, Vice President, Recording Secretary, Treasurer, Business Manager-Financial Secretary, Southern Area Executive Board Member, Northern Area Executive Board Member, Central Area Executive Board Member, At-Large Executive Board Member, and Advisory Council Seats.

Per Article III, Section 2 of our Local Union Bylaws, the office of Financial Secretary shall be combined with the office of Business Manager and must be filled by a member holding an "A" membership (EWBA) as required by the IBEW Constitution.

All members throughout the jurisdiction are eligible to participate in the general nomination and election of Local 1245 officers and of the Local's Business Manager-Financial Secretary.

Local 1245 members employed in varying Southern, Central, Northern and At-Large areas which are spelled out in the Bylaws shall participate in their specified areas in nominating and electing the various area Executive Board members and Advisory Council representatives.

By virtue of the offices, Business Manager-Financial Secretary and President shall be delegates to the IBEW International Convention.

Qualifications of candidates and procedures for nominations are provided in Local 1245 Bylaws. Listed here are selected sections of Article III:

Section 5: Members elected or appointed to office in the Local Union must be able and available to attend all regular and special meetings and to conduct the affairs of their office without compensation or expenses other than provided for in Article X herein. Assistant Business Manager(s) and/or Business Representatives shall not be eligible to hold any elective Unit or Local Union office. They shall, however, be eligible to run as delegates to the International Convention.

Section 6(a): Nomination of Local Union officers shall be made under new business at the first meeting of the Units in March 1983 and every three years thereafter. Election of officers shall be conducted in accordance with Article XVIII of the IBEW Constitution and in the manner as further provided for in this Article.

Section 11: To qualify as a candidate for Local Union office, Advisory Council Member, or delegate to the International Convention, a member must have at least two years' continuous good standing in the Local Union immediately prior to March 1 in any election year, and provided his dues for the month of January in any election year have been tendered.

Section 12: In order to be a candidate for any Local Union office, Advisory Council member, or delegate to the International Convention, a member must be present at the Unit Meeting where he is nominated, or notify the Local Union Recording Secretary in writing on or before March 1 of the election year, that he will run for a specific Local Union office if nominated.

Section 13: A member shall not accept nomination for more than one office of the Local Union unless combined under these Bylaws. If a member is nominated for more than one office, he must notify the Judge of the Election promptly in writing not later than April 15 for which office he will be a candidate and decline all other nominations for Local Union offices.

Candidates nominated for the Advisory Council or other Local Union offices may also be nominated as delegates to the International Convention.

No candidate (including a prospective candidate) for Local Union office, and no supporter of a candidate for Local Union office, may solicit or accept financial support or any other direct or indirect support of any kind (except an individual's own volunteered personal time) from any non-member of the Local Union or from any foundation, corporation or other entity whose funds are derived in whole or in part from any person not a member of the Local Union. This rule does not apply to the financing of litigation concerning the legal rights of candidates or other members in connection with elections for Local Union office.

The International Executive Council shall adopt such regulations as are necessary to implement this provision and Article III,

Section 12, of the International Constitution. The regulations shall provide for the maintenance of such records and the filing of such reports by candidates and their supporters, as may be necessary for the administration and enforcement of this section.

The International Executive Council adopted regulations as discussed above in December, 1982. These regulations generally provide for the appointment of an independent Campaign Contribution Administrator who investigates all possible violations of Article 28, Section 21. Further, the Administrator requires candidates to file, on designated dates, campaign finance reports and reviews such reports.

The regulations provide that a candidate means a member of the IBEW who takes action directed toward seeking election to the following positions in the Local Union: President, Vice President, Financial Secretary, Recording Secretary, Treasurer, Business Manager, Member of the Executive Board, Member of the Examining Board, and delegate to the International Convention, regardless of whether the member is a formally announced candidate.

The regulations further provide that each candidate who has made expenditures totaling \$100 or more in support of his or her candidacy shall be required to file a campaign finance report with the International Secretary.

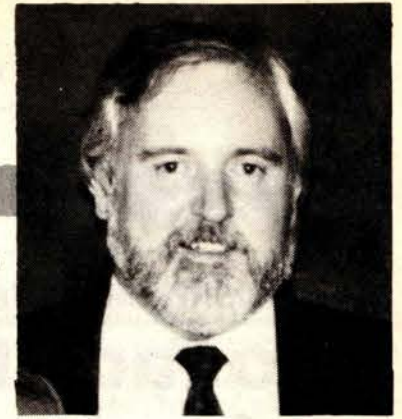
A copy of these regulations, along with campaign finance reporting forms and instructions for completing these forms are available from the Local Union or the IBEW Ninth District office.

The conduct of labor union elections is also covered by Title IV of the Labor-Management Reporting and Disclosure Act of 1959, as Amended (LMRDA). The U.S. Department of Labor, Office of Labor Management Standards, publishes two booklets: *Rights and Responsibilities Under the LMRDA and CSRA* and *Electing Union Officers*. These booklets are available from the U. S. Department of Labor, Office of Labor Management Standards, Washington, D. C. 20216, or area offices at the following addresses:

U. S. Department of Labor, Office of Labor Management Standards
211 Main Street, Room 303
San Francisco, CA 94105

U. S. Department of Labor, Office of Labor Management Standards
3660 Wilshire Boulevard, Room 708
Los Angeles, CA 90010

By Jack McNally



IBEW 1245 Business Manager

APPOINTMENTS

PACIFIC GAS AND ELECTRIC COMPANY

Sacramento Material Consolidation Committee

Louie Tavalazzi
Natalie Tolbert
Howard Willis

Pipe Line Operations Interim Negotiating Committee

Keith Appleton
Hal McClure
Gary Hughes
Ruben Arrendondo

Pipe Line Operations Gas M&C Shift Committee

Barry Young
Hal McClure

Geysers Remote Reporting Committee

Harold F. Walker, Jr.
John Garland

San Joaquin Division Joint Grievance Committee

Chris Habecker

General Construction Joint Grievance Committee

(Alternate Position)
Gary S. Dabney

General Construction Apprentice Gas Technician Committee

Mike West
Al Boles

PACIFIC TREE EXPERT COMPANY

1986 Wage Allocation Committee

Douglas Bonham
Regina Ottem
David Vanderplas
Harry Beckwith

SACRAMENTO REGIONAL TRANSIT DISTRICT

Sacramento RTD Negotiating Committee

Mark Nootenboom
Robert Ruiz
Wes Duvall
David Skog

SIERRA PACIFIC POWER COMPANY

1986 Negotiating Committee

Patrick Lantis
Gino Aramini
Louis Johnson
Kenneth Lutzow
John Pardick
Keith Smith
Joan Shyne
(Alternates)
Dan Keefe
Robert Viera

HENKELS-MCCOY

Henkels-McCoy Negotiating Committee

Pat Agee
Danny Campbell
Mark Dekens

The Unemployment Threat

There are still many pressures on organized workers in the United States by employers who demand concessions and cuts in wages and benefits. There is still high unemployment, higher than government-reported figures which are based on people who are registered for work.

Workers who have lost their jobs to economic turn downs or runaway industries make up a large labor pool that is running out of unemployment benefits and are willing to work for less than they previously made. Non-union employers are taking advantage of this large, cheaper labor pool, getting workers to work for less and fattening their profits. The pressure then comes to the labor union to grant concessions in order that the employers can be competitive.

The effects can be seen by the atrocious situation at the Hormel meatpacking plant in Austin, Minnesota.

In October of 1984, Hormel cut their base rate of \$10.69 per hour to \$9 per hour. The Union, United Food and Commercial Workers, made numerous efforts to negotiate the matter and finally went on strike after the contract expired in May of 1985. Fourteen hundred workers walked out on August 17, 1985, and for the last seven months it has been a very bitter ordeal with numerous arrests and the calling out of the National Guard.

Hormel has decided to replace the strikers and bring the plant up to full operation with 1,025 replacements, including 450 returning strikers. This was scheduled to take place February 11. This certainly demonstrates that unemployed workers are willing and ready to scab on Union workers, and they will do it for lower pay.

Austin, Minnesota, is a farm-belt town of 23,000 people. The town's merchants, already hurting from the terrible farm economy, have been drastically affected by the loss of Hormel's payroll, with some merchants going out of business. This small town is in turmoil with worker against scab, merchants and others taking or not taking sides, while the strike dominates this town's talk.

This strike will continue, and it will keep the town in turmoil; it is a strike to halt concessionary bargaining. All of organized labor must be aware that unemployment is a very harmful condition, as it can effectively put pressures on those who have jobs. Organized labor's struggle today is as tough as it has ever been. We must understand what is happening and stand ready to resist the forces that seem to be trying to set back the standard of living in this country.

In Unity,

By Jullann Sum, Industrial Hygienist

CAL/OSHA FACT SHEET NO. 22

No facial hair for safe respirator use

Numerous questions have been raised by the membership regarding requirements to shave in order to use respirators safely. We are printing the following Cal/OSHA Fact Sheet for your information. In the meantime, the Union is in ongoing discussions with employers over alternative work practices and/or respirators to deal with the problem of facial hair. (Ed.)

If you've worn a beard, mustache, or sideburns for some time, it's a shock to be told that because either your normal work duties or a reasonably foreseeable emergency requires you to wear a respirator or self-contained breathing apparatus (SCBA) or to be prepared to wear respiratory protective equipment, you'll have to shave off or modify that facial hair. It may be tricky to have to explain that to your wife or girl friend, particularly if she enjoys having you wear facial hair as much as you do. However, continuing to wear facial hair if you wear, or may have to wear a respirator, needlessly risks your safety, health, and life. Why? Because most respirators rely on a good seal on the face to obtain the protection factor needed to protect you in a hazardous environment.

Sideburns, a beard, or bushy mustache or even facial scars can interfere with establishing and maintaining proper seal of the respirator face mask and may prevent the exhalation valve from sealing during inhalation. If that happens, you may never be warned that your respirator is leaking and exposing you to a toxic atmosphere. You may never smell or see the danger because the concentration, although great enough to harm or kill you, isn't great enough to be detected by sight or smell. If you are finally able to see or smell the contaminant, it may be too late for you to escape danger, or you may suffer significant ill effects.

Note: If you wear SCBA—The air inside the mask will not necessarily sweep everything in the mask

out and keep outside air from entering the mask unless you have established a snug face fit—and that's done best when you are clean-shaven.

Several experiments show that only two day's beard growth decreases the protection of a respirator by about fifty percent and eight day's growth reduces it to almost zero because of loss of pressure inside the face piece caused by the facial hair. In addition, this leakage would reduce the service time of your SCBA from 30 minutes to only 10 or 15 minutes.

The ability to establish a proper face seal quickly is particularly important for "respirator workers"—those workers who must work in, or enter a hazardous environment to repair or maintain equipment or who must, because of their responsibilities, remain in a hazardous environment in the event of an emergency.

When your employer has a "no facial hair" policy for employees who must or may wear respirators, it's for these common sense protective reasons as well as to comply with CAL/OSHA requirements for respiratory protective equipment which specify, "Respirators shall be inspected before each use and shall not be worn when conditions prevent a good gas-tight face seal." (General Industry Safety Order 5144—Title 8, California Administrative Code). Neither the Division nor your employer can condone your entering a known hazardous environment with a poorly fitting respirator which will not provide protection.

Injured Workers can sue Employer for no personal protective equipment

New York State's highest court has ruled that an owner or contractor who has failed to provide any safety devices for his workers is absolutely liable in damages if the workers are injured on the job. Workers' compensation does not shield such an employer from civil liability. (Zimmer v. Chemung County Performing Arts Inc., 1985).

— Cal-OSHA Reporter

Note: We are currently researching how this court ruling will benefit all our members with respect to the personal protective equipment that is being provided by the various employers.

Metalworking fluids to be regulated

The U.S. Environmental Protection Agency (EPA) is planning to transfer the regulation of metalworking fluids to the Occupational Safety and Health Administration (OSHA). Some metalworking fluids contain corrosion inhibitors and emulsifiers which react with one another to form nitrosamines, a family of substances known to cause cancer in animals at low doses. Metalworking fluids are used to cool, prevent corrosion, and lubricate metals in cutting and grinding machines.

Based on past experience, the transfer between agencies and any regulatory action by OSHA will probably take several years.

Geysers Update

As of January 13, 1986, Cal/OSHA officials informed us that they were proceeding with an epidemiological study of Geysers illnesses. However, these officials did not want to provide the Union information which they released to PG&E last December concerning numbers of Doctor's First Reports of Injuries and Illnesses of Geysers employees. Union's request for the information under the California Public Records Act has since been granted by the Department of Industrial Relations, the parent agency of Cal/OSHA.

Court Rules: Union Industrial Hygienist Must Be Granted Access to Worksite

The U.S. Court of Appeals at Boston recently ruled that an employer's denial of access for a union industrial hygienist was unlawful.

The court decision was an affirmation of an NLRB ruling which stated that the property rights of Holyoke Water Power Company were outweighed by the employees' rights to proper representation by their union, IBEW Local 455. The union had hired an industrial hygienist to conduct noise measurements in a fossil fuel power plant, and the company had tried to deny access to the fan room of the plant.



Local 1245 petitions for new health and safety standards

IBEW Local 1245, in conjunction with other labor organizations in California, is sending petitions for new health and safety standards to the Cal/OSHA Standards Board in Sacramento. Petitions for standards to cover the following hazardous agents are being sent by Local 1245:

Carcinogens—a policy for regulating all known and suspected workplace cancer agents.

Cold stress—hypothermia and cold injury to hands and feet.

Fibrous glass—used in plant and residential insulation. A standard is needed to protect against possible long term effects to the lungs.

Isocyanates—A comprehensive standard to protect workers from

asthma-like attacks. This family of chemicals is used in paints and encapsulating compounds for splices.

Reproductive hazards—a policy for regulating all substances known or suspected to cause birth defects and infertility.

Training—improvements in the current training standards.

Vibration—standards to control exposures while working in power plants and moving vehicles and while using powered hand tools.

The Cal/OSHA Standards Board has 6 months to respond, after receiving any petition for a new standard. From past experience, we expect that specific language for actual standards will take several years to be adopted.

YOUR LEGAL RIGHTS

Neyhart, Anderson, Nussbaum, Reilly & Freitas, P.C.



"The Injured Workers Bill of Rights" introduced

By Joan Zoloth

Assemblyman Dick Floyd has recently introduced a piece of legislation (AB 2608) which is of vital concern to all workers in California. The bill, which is referred to as "The Injured Workers' Bill of Rights", was introduced on January 7, 1986, and if enacted would greatly improve benefits for workers hurt on the job in California.

Highlights of the bill are as follows:

1. Increases maximum temporary disability and permanent total disability benefits to 2/3 of 200% of the State's industrial average weekly wage, to be adjusted annually to reflect increases in the average weekly wage. For example, using the average weekly wage for April 1985 would yield a maximum benefit of \$542.70, contrasted to of only \$224.

2. Increases maximum permanent partial disability benefits to 2/3 of the maximum TD rate, with minors presumed to be at the maximum rate if they are totally permanently disabled.

3. Maintains in force permanent disability tables for injuries up to and including 69 percent, but gradually *increases* the weekly benefits for 70 up to 100 percent to a maximum of the TD rate.

4. Provides that employer paid health benefits shall continue during the period of temporary disability.

5. Increases death benefits to \$125,000 and provides that surviving spouses, minors and children enrolled in college shall be presumed to be totally dependent.

6. Provides that benefits must commence no later than 10 days after the employer or carrier has knowledge of the injury from any source, and that subsequent benefits must be paid every 14 days.

7. Eliminates the three-day waiting period for commencement of temporary disability indemnity.

8. Eliminates any waiting period before commencement of permanent partial disability indemnity benefits.

9. Provides that there shall be no time limit to file for recovery of death benefits.

10. Extends statute of limitations to commence proceedings to three years from the date that employee knew, or should have known, that an injury or disability was work related, or three years from receipt of a written denial of a claim.

11. Prohibits termination of benefits, including vocational rehabilitation benefits, unless employee has returned to his or her regular work activity, or unless ordered by Board.

12. Permits employees to sue employers, carriers and adjusting

agencies for damages for unfair claims settlement practices.

13. Provides for penalties, interest and awarding of attorneys' fees whenever benefits have been unreasonably delayed, and further that after 3 such delays that any remaining permanent disability award shall be paid in one lump sum without discount.

14. Provides that interest paid on all awards of the Appeals Board shall be payable from the date the benefits are due.

15. Provides that permanent disability benefits, if not paid in a lump sum, but instead are paid periodically, must include interest at the legal rate.

16. Permits an injured worker to have exclusive right to choose his or her rehabilitation vendor.

17. Amends the Insurance Code to permit rate competition in Workers' Compensation insurance, eliminating the minimum rates now set by the Insurance Commissioner and allowing insurers to charge lower rates when justified.

In coming months we will advise Local 1245 members of the status of the bill and what steps they can take to help assure its passage. The improvements which the bill seeks are well-deserved and long overdue.

ARE YOU BURDENED BY STRESS?

The Local Union has worked with the Institute for Labor and Mental Health for several years now in providing Shop Steward training sessions on occupational stress. The Institute also provides diagnostic services, individual counseling, and family counseling. The fee for service is based on your ability to pay. Medical insurance will often cover some or most of the costs.

For more information, call the Institute for Labor and Mental Health:

415-653-6166

SIGNS OF STRESS

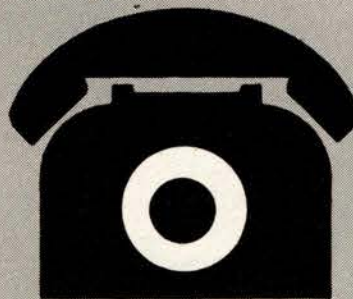
- greater levels of fatigue
- increased susceptibility to illness
- headaches
- neck and back pains
- insomnia
- arthritis
- colitis
- ulcers
- high blood pressure
- heart attacks and strokes
- being more angry than you would like to be
- feeling powerless
- unable to relax without TV, alcohol or drugs
- generally depressed
- uninterested in anything
- accidents at home or work
- tensions with people around you
- a general state of nervousness

CAUSES OF STRESS

- lack of control over your work
- lack of recognition for work done
- job insecurity
- excessive noise
- poor ventilation and heating
- poor lighting
- forced overtime
- shiftwork
- speed-ups
- fear of layoffs
- harassments
- lack of respect from supervisors
- conflicting job demands
- sexism
- racism
- age discrimination
- inadequate pay
- physical danger
- isolation from fellow workers either physically or psychologically
- fear of accident or even death on the job

Legal Questions ?

Contact IBEW Local 1245's
Legal Service Plan



In California
(800) 652-1569

In Nevada
(702) 358-1086



Tom Riley, Don Hardie and Gene Hastings, Retirees

Tom Riley addresses

Sisters & Brothers:

My name is Tom Riley. I am President of the Retirees Club, Local 1245 located at Walnut Creek.

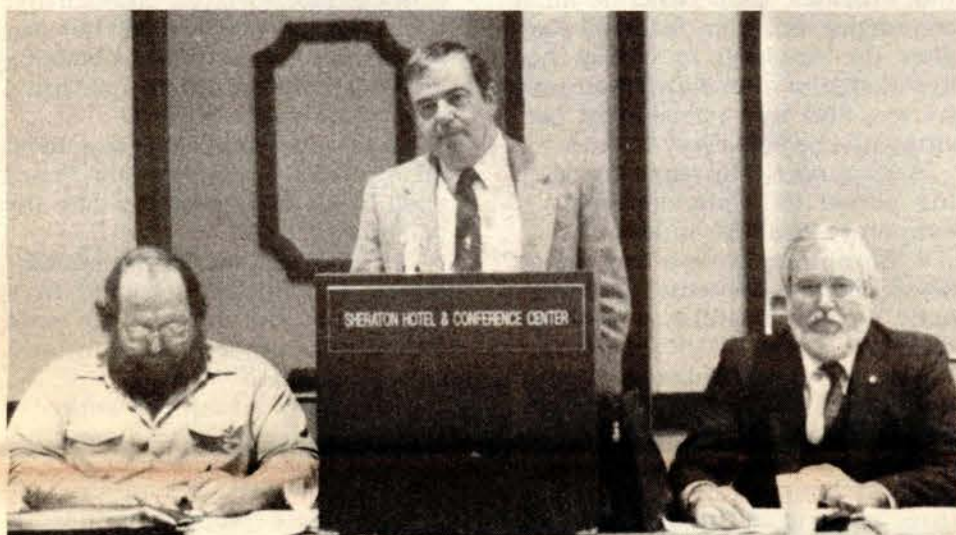
The purpose of this address is to define and explain the goals of retirees with respect to the similar aims of Local 1245.

Organized Labor is under increasing attack from various groups in the United States. Therefore, it is vital that we seek means to counter these efforts. One of the greatest dangers to unions is in the political arena. This area is one that retirees can be of most help with their contributions. To do this we must broaden our political base. One of the ways to achieve this is by affiliation with an organized Senior Citizens group. Last October the Executive Board of Local 1245 sent three retirees from the club to the State Convention of the California Congress of Seniors, Inc. as visitors and observers. This convention was held at Fresno, California. In our report to the Executive Board we recommended affiliation with this group. The California Congress of Seniors, Inc. is a coalition of various senior groups from Labor Unions, social organizations, etc. It has branches all over the state. It has a membership of approximately 400,000. Any group that affiliates with the California Congress of Seniors is free to leave at any time it so desires. It does not interfere with an organization's internal decisions.

Therefore, retirees active in an organization of this type will help Local 1245 to ward off attacks by those who seek to emasculate our programs. Politics, when friendly to our goals, can be a valued tool; in the hands of those who would seek to destroy us, it can be a deadly enemy. There are approximately eight thousand retirees in the PG&E System. Not all of these are eligible for the Retirees Club. However, the great majority of these people are eligible.

We need the people at this meeting to go back to their units and tell your membership to help us encourage this vast pool of retirees to do

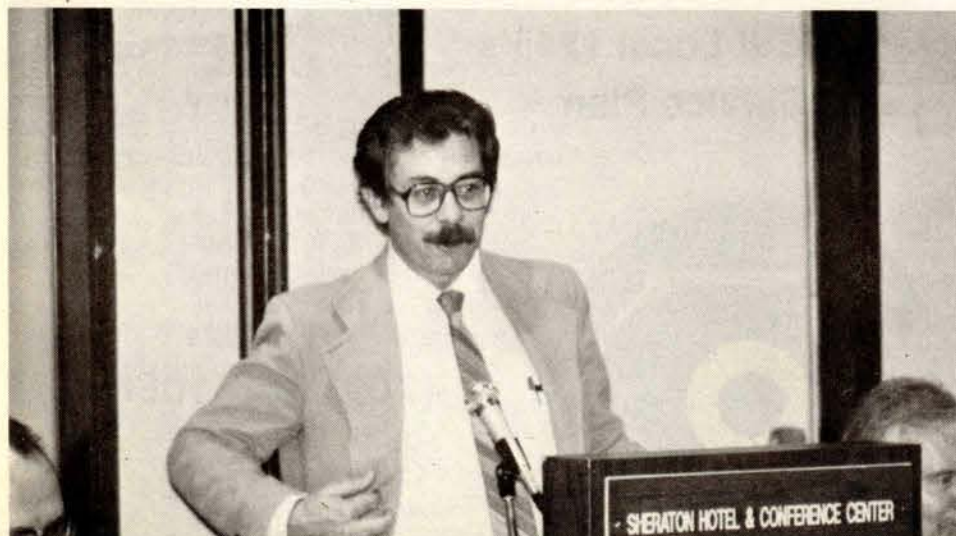
Administrative Staff



Assistant Business Manager Manny Mederos.

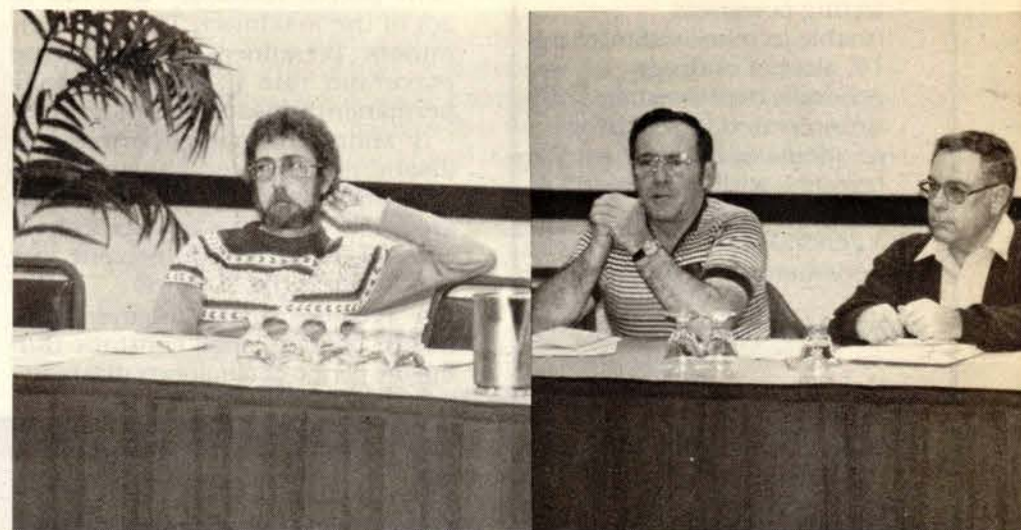


Assistant Business Manager Ron Fitzsimmons.



Assistant Business Manager Roger Stalcup.

Council participants



ADVISORY COUNCIL PARTICIPANTS INCLUDED: Randy Abbot, General Construction; Leroy Adams, Pipeline Operations, PG&E; Stanley Adams, Alameda/CC Transit/EB Muni; Marsha Barker, Manufacturing; Duane Bartlow, Irrigation Districts; Richard Bidinost, San Jose/City of Santa Clara; Bill Branson, Outside Construction; John



Tom Riley addresses Ad Council

Sisters & Brothers:

My name is Tom Riley. I am President of the Retirees Club, Local 1245 located at Walnut Creek.

The purpose of this address is to define and explain the goals of retirees with respect to the similar aims of Local 1245.

Organized Labor is under increasing attack from various groups in the United States. Therefore, it is vital that we seek means to counter these efforts. One of the greatest dangers to unions is in the political arena. This area is one that retirees can be of most help with their contributions. To do this we must broaden our political base. One of the ways to achieve this is by affiliation with an organized Senior Citizens group. Last October the Executive Board of Local 1245 sent three retirees from the club to the State Convention of the California Congress of Seniors, Inc. as visitors and observers. This convention was held at Fresno, California. In our report to the Executive Board we recommended affiliation with this group. The California Congress of Seniors, Inc. is a coalition of various senior groups from Labor Unions, social organizations, etc. It has branches all over the state. It has a membership of approximately 400,000. Any group that affiliates with the California Congress of Seniors is free to leave at any time it so desires. It does not interfere with an organization's internal decisions.

Therefore, retirees active in an organization of this type will help Local 1245 ward off attacks by those who seek to emasculate our programs. Politics, when friendly to our goals, can be a valued tool; in the hands of those who would seek to destroy us, it can be a deadly enemy. There are approximately eight thousand retirees in the PG&E System. Not all of these are eligible for the Retirees Club. However, the great majority of these people are eligible.

We need the people at this meeting to go back to their units and tell your membership to help us encourage this vast pool of retirees to do

what they can to help maintain their conditions of retirement dignity. We need your help to pass the word along. We want a strong retiree base in Local 1245; to do this we need your effort, help and cooperation.

I was one of three members who attended the Convention California Congress of Seniors, Inc. at Fresno. One of the most lasting impressions of that Convention was the impact of the women. They, of course, were all senior citizens. Their backgrounds were as diverse as could be. But all were dedicated, concerned, intelligent. They were and are a major source of strength to the California Congress of Seniors, Inc.

This is a source of talent that the Retirees Club should make every effort to have them become actively involved. These persons

“... ONE ATTRIBUTE THAT SUSTAINS US. WE CAN

welcome the chance to participate. It might be noted, that through the efforts of the Local 1245 Retirees Club, extend membership to spouses in many areas, it is probable that the majority of spouses are women. This provides an additional avenue for their local involvement.

I have touched upon only two of the problems that confront us which I believe the retirees can be effectively used. There are many others which will be addressed in detail by my colleagues.

We live in a world which is cynical, distrustful and self centered to a great extent. As individuals, we must try to overcome these conditions. However, we do possess one attribute that sustains us. WE CAN CARE. Union Sisters and Brothers we care for one another. We would not believe in this organization if we did not. As long as that Candle of Light that illuminates the path toward our goals will never be extinguished.

aff



Council participants



ADVISORY COUNCIL PARTICIPANTS INCLUDED: Randy Abbot, General Construction; Leroy Adams, Pipeline Operations, PG&E; Stanley Adams, Alameda/CC Transit/EB Muni; Marsha Barker, Manufacturing; Duane Bartlow, Irrigation Districts; Richard Bidinost, San Jose/City of Santa Clara; Bill Branson, Outside Construction; John

Delsman, Coast Valleys; Clark Fleming, Humboldt; Tom Garcia, San Joaquin; Gilbert, Stockton/City of Lodi; Skip Harris, DeSabra; Stan Justis, Drummond; Sierra Pacific; Christine Lay, Sacramento; Terry Linebarger, CATV Commission; Mason, Citizens Utilities; Jim Mitchell, Clerical-at-Large; Jack Noble, SI

CONFERENCE CENTER

Ad Council

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"...ONE ATTRIBUTE THAT SUSTAINS US. WE CARE!"

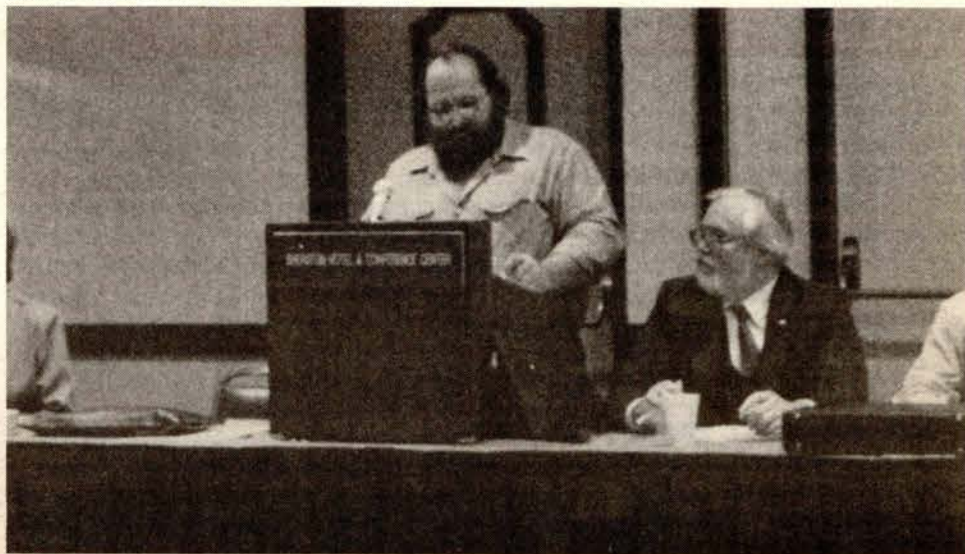
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New members, l-r, Terry Linebarger, Bill Branson sworn in and congratulated by President Howard Stiefer.



President Howard Stiefer.



Photos: Mickey Harrington
John Stralla



Delsman, Coast Valleys; Clark Fleming, Humboldt; Tom Garcia, San Joaquin; Daryl Gilbert, Stockton/City of Lodi; Skip Harris, DeSabra; Stan Justis, Drum; Jay Killgore, Sierra Pacific; Christine Lay, Sacramento; Terry Linebarger, CATV Companies; Dave Mason, Citizens Utilities; Jim Mitchell, Clerical-at-Large; Jack Noble, SMUD; Richard

Perry, USBR; Paula Ramsey, East Bay & Material Control; Hermann Reuther, San Francisco & General Office; Don Silva, Colgate; John Trunnell, Shasta; Larry Wood, North Bay, and Gwen Wynn, San Francisco VP&C.

Sierra Pacific Power Company and Union

Company's Proposed Amendments To The Current Agreement

- I. **TITLE 2 — CONTINUITY OF SERVICE**
 1. Revise Section 2.5 to require residence within 25 highway miles of reporting place.
- II. **TITLE 5 — TRANSPORTATION**
 1. Revise Section 5.1 to reduce the mileage allowance to 20.5 cents per mile to fall in line with Internal Revenue Service regulations with automatic adjustments in the future.
- III. **TITLE 12 — VACATIONS**
 1. Revise entire section to reflect biweekly vacation accrual.
- IV. **TITLE 15 — SICK LEAVE**
 1. Revise entire section to reflect biweekly sick leave accrual.
- V. **TITLE 16 — SENIORITY**
 1. Add Section 16.10(g) to require new employees to stay in their job classification for the full probationary period.
 2. Add Section 16.3(f) to establish seniority rights of part-time employees.
 3. Clarify intent of Section 16.5.
- VI. **TITLE 17 — EXPENSES**
 1. Revise 17.1 to allow reimbursing employees for meals while on out-of-town work assignments.
 2. Revise 17.8(b) to reflect subsistence allowance of \$50 per day currently being paid.
- VII. **TITLE 18 — APPRENTICESHIPS**
 1. Add Section 18.7 to provide for a payback agreement for education received if employee leaves the service of the Company.
- VIII. **TITLE 19 — MISCELLANEOUS**
 1. Add Section 19.9 to establish Equipment Operator Evaluation Committee.
 2. Add Section 19.10 to establish Meter Reader physical and written testing.
 3. Add Section 19.11 to establish testing for clerical step increases.
 4. Add Section 19.12 to improve call-out availability of select classifications (in districts).
- IX. **TITLE 20 — SUPPLEMENTAL BENEFIT FOR INDUSTRIAL INJURY**
 1. Revise 20.1 so that partial day absences on S.I.I.S. will also be paid at 85% of wages.
- X. **TITLE 21 — GRIEVANCE PROCEDURE**
 1. Revise Section 21.4(b) to (a) require employee signature on written grievance, (b) provide for a written response to supervisor from Union Business Representative and (c) revise grievance procedure form.
- XI. **TITLE 22 — EMPLOYEE BENEFIT PROGRAMS**
 1. Revise the pamphlet cited in 22.4 regarding co-payments, company contribution, covered expenses, limitations, deductibles, utilization review, etc.
 2. Add Section 22.7 to transfer administration of LTD plan.
- XII. **TITLE 24 — TERM OF AGREEMENT**
 1. Open — to be established during bargaining.
- XIII. **EXHIBIT B ATTACHMENT III — LETTERS OF UNDERSTANDING**
 1. Revise Item C Sick Leave Payoff to define the final average pay for sick leave payoff.
- XIV. **EXHIBIT 4 — WAGES**
 1. Incorporate, where appropriate, provisions for any interim agreement between parties involving wages.
 2. Delete classifications of:
 - a. Customer Services Representative
 - b. Senior Customer Services Clerk
 - c. Customer Services Clerk
 - d. Customer Services Clerk Trainee
 3. Establish wage rates for classifications of:
 - a. Apprentice Painter/Bodyman
 - b. Painter/Bodyman
 - c. Utilityman, Substations
 - d. Customer Services Representative I
 - e. Customer Services Representative II
 4. Establish new wage step progressions for the following classifications:
 - a. Clerk
 - b. General Clerk
 - c. Data Entry Operator
 - d. Data Control Clerk
 - e. Senior Cash Processing Clerk
 - f. Senior Accounts Payable Clerk
 - g. Outside Messenger
 - h. PBX Operator

- i. Meter Reader/Collector
- j. Building Services Worker
- k. Laborer
- l. Helper
- m. Shift Helper
- n. Construction Worker
- o. Draftsman
- p. Warehouseman
- q. Grounds Maintenceman
- r. Garageman
- s. Parts Clerk

XV. EXHIBIT B — NEW CLASSIFICATIONS AND REVISED JOB DESCRIPTIONS

1. Incorporate, where appropriate, provisions from any interim agreement between the parties involving new classifications and new job descriptions.
2. The Company wishes to establish the following job classifications:
 - a. Apprentice Painter/Bodyman, Fleet Services
 - b. Painter/Bodyman, Fleet Services
 - c. Utilityman, Substations
 - d. Customer Services Representative I
 - e. Customer Services Representative II
3. The Company wishes to revise the following job classifications:
 - a. Mechanic-Welder, Power Productions
 - b. Apprentice Communication Technician
 - c. Communication Technician
 - d. Garageman
 - e. Meter Reader
 - f. Lineman
 - g. Mechanic
4. The Company wishes to delete the following job descriptions:
 - a. Select classifications in the clerical department that will be replaced with the Customer Services Representative I and II.

XVI. EXHIBIT C — LINES OF PROGRESSION

1. Incorporate, where appropriate, provisions for any interim agreement between the parties involving Lines of Progression.
2. The Company wishes to revise the Lines of Progression in the following departments:
 - a. Test and Measurement Department
 - b. Clerical Department
 - c. Transportation and Maintenance Department
 - d. Power Production Department
3. The Company wishes to change the name of the following departments to reflect changes that have occurred:
 - a. Test and Measurement Department to Substation, Metering and Transmission Operations Department.
 - b. Transportation and Maintenance Department to Fleet Services Department.
 - c. Buildings and Grounds Department to Property Maintenance Department.
 - d. Stores Department to Inventory Management and Control Department.

XVII. EXHIBIT D — 2 SERVICE EMPLOYEES

1. Add — Warehouseman (Valmy).

Union's Proposed Amendments To Current Agreement

- I. **WAGES — EXHIBIT A**
 - A. All employees covered by the collective bargaining Agreement shall be granted a substantial wage increase.
 - B. Union proposes inequity adjustments prior to the General Wage Increase to the following classifications:
All Working Foreman Positions:
Electric
Power Production
Gas & Water
Shop
All other related classifications in Power Production
Troubleman
Lineman
Inspector Gas & Water
Meter Reader
Senior Customer Services Clerk
Customer Services Clerk
General Clerk

exchange bargaining proposals

II. JOB DEFINITIONS — EXHIBIT B

Union proposes to amend Exhibit B as follows:	
Heavy Transport Driver	New Classification
District General Clerk	New Classification
Sheetmetal Insulator	New Classification
Painter	New Classification
Machinist Mechanic	Reclassify
Welder Mechanic	New Classification
All Customer Service Clerks	To be reclassified to Representatives

III. AGREEMENT

Title 2 — Continuity of Service

2.5 Delete first paragraph.

Title 3 — Definitions

3.5 Delete "Part-time" employees.

Title 4 — Definitions

4.2 Add: Per diem and incidental expense checks be paid at the same time as normal payroll checks.

Title 5 — Transportation

5.2 Delete allowance and restate Company will provide transportation.

Title 6 — Working Hours

6.8(a) Add: Shall be established by mutual agreement between Company and Union.

6.13 Delete

Title 7 — Shift Premium

7.1 Amend by providing shift premium to be paid on a percentage application for second and third shift rather than the current cents per hour application.

Title 10 — Overtime

10.1(b) Delete: "or an extension thereof, of no more than two (2) hours on that work day".

10.2 Amend to read: "If an employee is called out by a responsible authority of the Company outside of the employee's regularly scheduled hours and works less than four (4) hours, the employee shall receive not less than four (4) hours to be compensated . . ."

10.5(a) To read: "All overtime compensation shall mean a rate of pay equivalent to two times (2X) the standard rate of pay."

10.6(a)(1) Amend to read: "If he has worked seven and one-half (7½) hours or more at overtime rates, he shall be entitled to a rest period of nine (9) consecutive hours upon completion of such overtime work."

10.6(a)(2) Amend to read: "If he has worked a minimum of two (2) hours at overtime rates and such work extends beyond seven and one-half (7½) hours after his regular quitting time, he shall be entitled to a rest period of nine (9) consecutive hours upon completion of such overtime work."

10.6(a)(3) Amend to read: "If he has worked a minimum of two (2) hours at overtime rates and such work commences later than seven and one-half (7½) hours after his regular quitting time, he shall be entitled to a rest period of nine (9) consecutive hours

upon completion of such overtime work . . ."

10.6(c) Amend to read: "If the employee becomes eligible for a rest period in accordance with any of the conditions above, and the Company requires the employee to continue to work into his regular work period, the employee shall be paid at three times (3X) the standard rate of pay for all hours worked until he is given a rest period . . ."

10.6(e) Amend to read: "If the employee becomes eligible for a rest period and is called back during his nine (9) hour rest period, the employee shall be paid overtime compensation at the rate of pay equivalent to three times (3X) the standard rate of pay for all work performed until he has been relieved from duty for at least nine (9) consecutive hours, and . . ."

Title 11 — Holidays

11.2 Company to grant one (1) additional holiday: Martin Luther King.

11.6 Union would like to discuss for clarification the current application of these provisions.

Title 12 — Vacations

12.2 Substitute five (5) years for seven (7) years.

12.3 Amend to read: "Each active employee who has completed five (5) but less than ten (10) years of continuous service with the Company by December 31st of any year, shall receive during the ensuing calendar year a vacation of fifteen (15) work days with full pay, subject to the provisions of Sections 12.5 and 12.6."

12.4 To read: "Each active employee who has completed ten (10) years of service but less than fifteen (15) years of continuous service with the Company by December 31st of any year shall receive during the ensuing calendar year a vacation of twenty (20) working days with full pay subject to the provisions of Section 12.6, 12.7, and 10.2."

12.5 To read: "Each active employee who has completed fifteen (15) years of service but less than twenty-one (21) years of continuous service with the Company by December 31st of any year shall receive during the ensuing calendar year a vacation of twenty-five (25) workdays with full pay subject to the provisions of Section 12.6, 12.7 and 10.2."

12.5(a) To read: "Each active employee who has completed twenty-one (21) years of continuous service with the Company by December 31st of each year shall receive during the ensuing calendar year a vacation of 30 workdays with full pay subject to the provisions of Section 12.6, 12.7 and 10.2."

12.6 Reflect changes in 12.2, 12.3, 12.4, 12.5.

Title 13 — Safety

13.3 Amend by changing "eight (8)" to "twelve (12)".

Title 15 — Sick Leave

15.5 New section added to provide three (3) Family Emergency Sick Leave days.

Title 16 — Seniority

16.7 Delete entire section.

16.8(b) Delete subsection.

See PAGE ELEVEN

Sierra Pacific Shop Stewards meet

On Saturday, January 25, 1986, shop stewards from the Sierra Pacific Power Company met in Reno, Nevada, to review bargaining proposals submitted at October, November, and December unit meetings for submission on January 31, 1986, as Local 1245's bargaining proposal to Sierra Pacific.

Joining Assistant Business Manager Orv Owen and Business Representative John Stralla at the conference were shop stewards Scott Knight, David Herman, Joan Shyne, Bruce Balaam, Keith Smith, Sharin Piore, Dennis Delano, Bud Gray, Jay Killgore, Gloria Miller, Jay Guthrie, William C. Summy III, Daniel Keefe, Jack Pardick, Don Moler, Vern Smith, Al Lamberti, Louis Mora, Jim Richardson, Teri Richards, Mark Richards, K. Vanderbrundt, Sylvester Kelley, Gino Aramini, Mike Grimm, and Ken Lutzow.



Split decision in Arbitration Case No. 137

On February 3, 1986, Local 1245 received a final decision from Arbitrator Barbara Chvany in Arbitration Case No. 137 which involved three discharges and one five-day suspension, all involving Collectors from the Belmont office. With Local 1245 Board of Arbitration members dissenting, the Board of Arbitration upheld two of the discharges and the suspension, but ordered one of the grievants, who had been fired, reinstated to his former position as a Collector in Belmont.

According to Local 1245 Staff Attorney Tom Dalzell who handled the case in arbitration, Arbitrator Chvany's decision "hinges on the complex and unique facts of this

case" and "is not likely to have widespread application as precedent." Arbitrator Chvany upheld the two discharges based on her finding that the two had, in fact, separated out cash collections and turned them in late. The third collector who had been terminated was ordered reinstated because he "was not shown to have knowingly withheld cash collections" as the other two had.

"We were disappointed in the decision" concluded Staff Attorney Dalzell, "largely because we felt that we built as strong a case of disparate treatment as you could expect to find anywhere."

Positive discipline update

By letter dated February 5, 1986, the Company proposed to expand the Positive Discipline pilot program which has been in effect in the North Bay Division for the last two years and which is set to expire on March 1, 1986.

According to Assistant Business Manager Corb Wheeler, the Company proposed expanding Positive Discipline to the Humboldt Division in the second or third quarter of 1986 and system-wide to steam

facilities in the fourth quarter of 1986.

As this issue of the Utility Reporter went to press, a meeting with the Company was scheduled for February 13, 1986, to discuss Positive Discipline. After receiving the Company proposal, Corb Wheeler stressed that the pilot program would not be expanded without first undertaking an informational drive among the affected membership and soliciting their feelings on the issue.

ARBITRATIONS

Arbitration Case No. 128 involves the use of agency employees to replace bargaining unit employees and to perform work identical to that performed by bargaining unit employees. Arbitrator Barbara Chvany heard the case on October 24, 1985; briefs were filed on February 13, 1986.

Arbitration Case No. 132 involves the discharge of a Stockton Division Meter Reader for alleged improper actions towards a female customer in a dress shop during work hours. Arbitrator Donald Wollett heard the case on July 25, 1985. Briefs were filed on October 14, 1985.

Arbitration Case No. 134 involves the transfer of overhead T&D employees from the Martin Service Center in the San Francisco Division to 2225 Folsom Street. Arbitrator John Kagel heard the case on December 11, 1985; briefs were filed on February 13, 1986.

Arbitration Case No. 137 involves the discharge of three Belmont Credit Representatives for allegedly "withholding company cash collections, falsification of company records and misuse of company time" and the five-day suspension of one Credit Representative for alleged "falsification of company records and misuse of company time." Arbitrator Barbara Chvany's decision is reported in this issue.

Arbitration Case No. 138 involves a dispute over the proper calculation of the vacation allowance to be paid an employee who resigned in his seventh year of service. Arbitrator Kathy Kelly heard the case on January 6, 1986. Briefs will be filed on March 5, 1986.

Arbitration Case No. 139 involves the discharge of a General Construction Garage Mechanic for refusing an order to be examined and tested by a company doctor to determine if he was under the influence of intoxicating drugs. Arbitrator Adolph Koven will hear a second day of testimony on May 7, 1986.

Arbitration Case No. 140 involves the demotion of a San Francisco Division Cableman/Cable Splicer for alleged work performance. Arbitrator David Concepcion will hear the case on March 13, 1986.

Arbitration Case No. 141 involves the appropriateness of using a Lineman as a Working Foreman without upgrading him to Line Subforeman. Arbitrator David Nevins will hear the case on April 8.

Arbitration Case No. 142 involves the use of agency employees at the Diablo Canyon Nuclear Power Plant. Arbitrator Adolph Koven will hear the case on April 22, 1986.

Arbitration Case No. 143 involves the termination of a San Francisco Division Electrician for excessive absenteeism. Arbitrator Kathy Kelly will hear the case on May 15, 1986.

Arbitration Case No. 144 involves a Meter Reader fired for a single alleged "curbed" meter read. Arbitrator Barbara Chvany will hear the case on June 25, 1986.

Arbitration Case No. 145 involves the proper duties of a Groundman assigned to the Underground Electric T&D Department, San Francisco Division. No arbitrator has been selected to hear the case.

Arbitration Case No. 146 involves the bypass of a Meter Reader under Section 205.11 for lack of qualifications. No arbitrator has been selected to hear the case.

1986 vacations improved

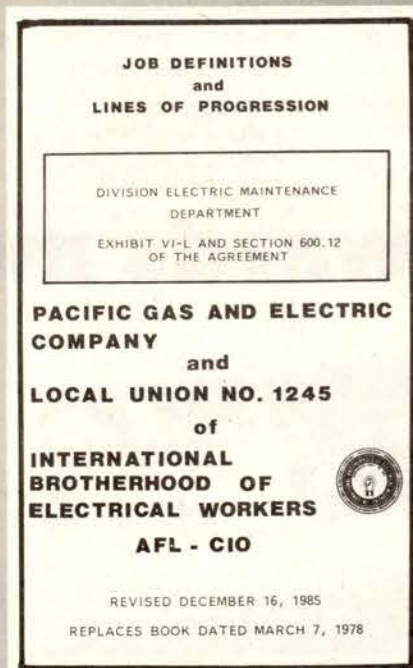
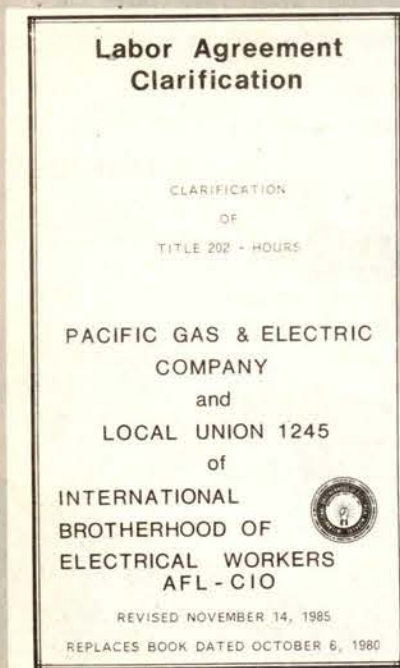
As a result of 1983 general negotiations, the vacation allowance for many PG&E employees has increased effective in 1986. The allowances have been changed as follows:

15 days vacation: "In the sixth calendar year and in each year thereafter, up to and including the 15th calendar year following his employment date." The requirement was eight years of service, meaning that approximately 990 union members will enjoy an additional five days of vacation in 1986.

25 days vacation: "In the 22nd calendar year and in each year there-

after, up to and including the 29th calendar year following his employment date." The requirement was 24 years of service, meaning that another approximately 638 union members will enjoy an additional week of vacation in 1986.

30 days vacation: "In the 30th calendar year and in each year thereafter following his employment..." The requirement was 32 years. As a result of the change, another approximately 52 union members will enjoy a sixth week of vacation in 1986.



New Booklets Available

Updated versions of two books have been printed and are available for affected members. The first is the Labor Agreement Clarification of Title 202—Hours, which was revised on November 14, 1985, and replaces the book dated October 6, 1980. The second is the Job Definitions and Lines of Progression for Division Electric Maintenance Department, which was revised on December 16, 1985, and replaces the book dated March 7, 1978. Copies may be obtained from your Business Representative.



Pictured above are the members of Local 1245's Sacramento Regional Transit District Bargaining Committee — David Skog, Wes Duvall, and Robert Ruiz. Seated at the bargaining table along with Local 1245's Committee are management representatives Gary Blevins, Sue Ann Freeman, Dan Bailey, Ralph Stoddard, and Ned Fox. Business Representative Gary Mai acts as the spokesperson for Local 1245's committee. An update on the progress of negotiations will be carried in next month's Utility Reporter.



Photos: Gary Mai

PRIVATE SECTOR

CP National benefits negotiations to open

Local 1245 and the four other IBEW Locals who represent CP National employees on the West Coast will serve notice to the Company before March 1, 1986, of their intent to modify or amend the provisions of the Retirement, Life Insurance, and Long Term Disability plans that have been in effect since May 1, 1984.

According to Assistant Business Manager Orville Owen who serves as the spokesperson for the IBEW Bargaining Committee, Local 1245 Business Representatives assigned to service our four CP National properties are currently receiving membership proposals covering the benefit plans, and negotiations are expected to begin in mid-March.

Contract ratified at CP National-Lassen District

On January 22, 1986, Local 1245's Bargaining Committee again met with the Company's District Manager Dean Cofer in an attempt to reach agreement on a new contract. At this meeting, the Company informed Local 1245 that the Lassen District was, in fact, for sale with PG&E and Pacific Power and Light as the most likely prospects.

Two days later, Local 1245 members ratified the offer made by the Company on January 22, for a new three-year Agreement. The highlights of the Agreement are 5% increases in 1986 and 1987 and a wage reopener in 1988.

Negotiations to begin at CP National — Needles District

On February 10, 1986, Local 1245 served official notice to the Company of its intent to open negotiations on the Needles District contract which expires on April 30, 1986. Assisting Business Representatives Wayne Weaver and John Delsman on the Bargaining Committee will be Richard Dobbrecht, Mark Walters, and Vicki Torres.

Group W Cable update

On December 24, 1985, Westinghouse announced that it was putting its 140 cable systems, including six under contract with Local 1245, up for sale. An agreement to sell the system was reached with a group of five cable companies, with a closing date set for June, 1986.

Comcast Cable Communications, Inc. purchased the Lompoc and Santa Maria systems, Century Communications Corporation purchased the Santa Cruz and Ukiah/Willits/Fort Bragg systems, and Tele-Communications, Inc. purchased the Reno and Lake Tahoe systems.

Prior to the sale, Westinghouse provided copies of all existing labor Agreements to the group of buyers. All six collective bargaining Agreements expires in 1986, meaning that the coming months will be critical for our members at these six properties as we seek to establish new collective bargaining relationships and negotiate new contracts.

Bob Daniels has been a IBEW, Local 1245 member for 18 years. He became a shop steward in 1983 and is also a current member of the IBEW, Local 1245 Health and Safety Committee.

Bob didn't think of becoming a shop steward until he saw the changes being made in PG&E and felt that he should be involved to help protect the membership's rights. Bob explains that "the Union is the best insurance a person can have nowadays with the changes that are anticipated in PG&E. With deregulation, competition and cost control, we need a strong bond among the membership to protect the wages and benefits we currently enjoy."

"Being upgraded as a Utility Underground Installer, I had a chance as a steward to work first-hand with the problems that existed and was able to work them out to the benefit of both Union and Company. Through my stewardship I was able to build a rapport with my supervisor and be a part of the Productive Enhancement Committee, which together create a positive environment to improve our working conditions."



Photo: Bob Choate

"There is a certain amount of satisfaction knowing you can help solve problems of your fellow worker and being able to protect them with the Labor Agreement. Just helping others is satisfying in itself."

Business Representative Bob Choate reports that "Bob Daniels is a valuable steward based upon his understanding the importance and responsibility of his position as a steward. He is a vital communication link between the members and myself, and is able to keep communications going both ways. Bob is a friend, advisor, helping hand, and sometimes counselor to the members he represents."

Sierra Pacific proposals . . . From PAGE NINE

Title 17 — Expenses

- 17.4(b) Delete "Wholly outside of regularly scheduled work hours".
- 17.8(a) Amend by changing "\$7.50" to "\$12.50".
- 17.8(c) Amend by changing "(20¢)" to "(40¢)"
Union to submit new language for this section.
- 17.13 Add new section to establish limits on out-of-town assignments.

Title 19 — Miscellaneous

- A. Union wants to discuss "high-time" and work on "high-voltage".
- B. District Troublemaker work schedules
- C. Union would like to discuss the handling of serious injury and transportation to emergency facility for treatment.

Title 22 — Employee Benefit Programs

- 22.1 Retirement Plan
 - a. Increase benefit formula from 1.4% to 1.75%.
 - b. Change "final average earnings" from "60" consecutive months to "36" consecutive months; change "last 120 months" to "last 60 months".
 - c. Earnings to be based on total gross salary.
 - d. Change early retirement factor to age 60 and 61 to 1.00 employees who have at least 30 years credit service in the Plan.
 - e. Bridge "Credited Service" in the Plan to original employment date.
- 22.4
 - a. Company to pay full cost of Medical/Dental premiums for employee and dependents.
 - b. Raise life maximum benefit of \$250,000 to \$1,000,000.
 - c. Improve medical coverage to include newborn infants regardless of health status.
 - d. Improve orthodontia maximum from \$750.00 to \$3000.00.
 - e. Company to pay 100% cost of Long Term Disability benefits.
 - f. Reduce current waiting period of six months to three months.

Title 24 — Term of Agreement

- 24.1 Term — May 1, 1986 to April 30, 1987.

IV. LINES OF PROGRESSION — EXHIBIT C

1. Delete bidding note #4 and make appropriate changes to Section 16.10(b).
2. Establish a line creating two occupational groups within the Water Production Group.

Drug and alcohol testing — Local's position

By Tom Dalzell

The issue of mandatory drug and alcohol testing has become increasingly pressing, not just for professional athletes but for Local 1245 members, particularly those working for Pacific Gas and Electric Company or the Sacramento Municipal Utility District. In the following article, Local 1245's Staff Attorney Tom Dalzell discusses the Local's position on the controversial issue.

Over the past several months, Local 1245 has been confronted with the issue of mandatory drug or alcohol tests on a number of properties. Both the Pacific Gas and Electric Company and the Sacramento Municipal Utilities District have proposed drug testing policies and have on rare occasion demanded that employees submit to drug or alcohol testing under threat of termination should they refuse.

The issue is a complex one, both in terms of the legal implications and in terms of our membership's feelings about mandatory testing. Some of our members would welcome mandatory tests of all employees, while other members feel so strongly about testing that they would resign their jobs before submitting to mandatory testing, even knowing that their test results would show no alcohol or drug use.

Local 1245's position on drug and alcohol testing begins with our con-

cern over the increasing use and abuse of alcohol and drugs on the job. We join the employers with whom we have contracts in their commitment to protect 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 alcohol and drugs by employees.

Accordingly, Local 1245 has not opposed Company rules forbidding employees from possessing, using, being under the influence, or offer-

ing of employees who appear to be under the influence of alcohol or drugs; (2) periodic testing of all employees or all employees in certain classifications; and (3) random testing of all employees or all employees in certain classifications.

Each type of test constitutes a condition of employment, and for that reason it is Local 1245's position that the issue of testing is a mandatory subject of bargaining under the National Labor Relations Act or the Meyers-Milias-Brown Act.

To oppose drug and alcohol abuse, however, is not to accept mandatory testing. In our opinion, the arguments against mandatory testing far outweigh the arguments in favor, and for this reason we oppose it.

ing for sale illegal drugs or alcohol while on the job or on Company premises, provided that these rules are uniformly and fairly applied.

To oppose drug and alcohol abuse, however, is not to accept mandatory testing. In our opinion, the arguments against mandatory testing far outweigh the arguments in favor, and for this reason we oppose it.

Mandatory testing programs proposed by employers fall into three general categories: (1) testing

This means that an employer may not implement a testing program without the Union's agreement or before reaching impasse after good faith negotiations with the Union.

In our negotiations with employers, we oppose mandatory testing for a number of reasons.

First, we are concerned with the right of privacy of our members. Because drug tests can show positive results as the result of off-the-job drug use or even off-the-job contact with drug use by others, we believe

that testing infringes in an employee's private life. An employee's life off the job is his or her own business, not that of the employer.

Secondly, we have serious concerns with the reliability of drug tests. We have seen two different laboratories analyzing the same urine specimen arrive at diametrically opposite results. Also, we know of instances where employees who had used an over-the-counter cold medicine tested positive for amphetamines.

Thirdly, there is no correlation between positive test results and an employee's fitness for duty. Drug tests show marijuana use or exposure to marijuana smoke for up to four weeks, and cocaine use for up to seventy-two hours. Clearly, casual or recreational drug use, days or weeks before an employee is tested, will not result in a reduction in that employee's fitness for duty on the day tested.

For all these reasons, we oppose mandatory drug testing, and we urge employers to seek more creative, positive, and reliable methods for dealing with drug misuse or abuse. As a matter of practical advice, we urge any member confronted with an order by management to submit to a drug or alcohol test to contact their Business Representative or Local Union headquarters in Walnut Creek immediately. Because of the complexity of the issue, we give advice on a case-by-case basis only.

CALENDAR

MARCH

Nominations for officers, Ad Council, and delegates to the International Convention to be made at March unit meetings.

- 3 SMUD General Manager's Hearing (Custodian termination)
- 14 Pin Dinner — Bakersfield
- 20 PG&E Arbitration No. 140
- 20 Davey Tree Arbitration (Vegetation Control Foreman termination)
- 26 PG&E Quarterly Meter Reader Negotiations Update
- 28 Executive Board Meeting

APRIL

- 5 Pin Dinner — Eureka
- 8 PG&E Arbitration No. 141
- 10 Shasta Dam PUD Arbitration (Groundman termination)
- 12 Pin Dinner — Nevada
- 19 Pin Dinner — Salinas
- 22 PG&E Arbitration No. 142
- 23 Title 8 Meeting
- 25 Executive Board Meeting
- 26 Pin Dinner — Sacramento

APRIL (cont')

- 30 CP National — Needles Agreement expires
- 30 CP National — Retirement Agreement expires

MAY

- 1 Sierra Pacific Power Company Agreement expires
- 3 Advisory Council Meeting
- 4 Advisory Council Meeting
- 9 Pin Dinner — East Bay
- 10 Pin Dinner — North Bay
- 16 Pin Dinner — San Francisco
- 17 Antioch Unit Poker Run (on the Delta)
- 23 Executive Board Meeting
- 30 Pin Dinner — San Jose
- 31 NECA Power Agreement expires
- 31 NECA Telephone Agreement expires
- 31 Group W Cable — Ukiah, Willits & Ft. Bragg Agreement expires
- 31 Western TV Cable Agreement expires

Unit Meeting Changes

Unit 3411 Chico

Meeting Place: Pizon's Pizza Parlor
305 Nord Ave.
Chico, CA 95926

Day: 2nd Wednesday after 1st Tuesday

Time: 7:30 PM

Beginning: February 12, 1986

Unit 3811 Sacramento

Change Meeting Place to: Florin Odd Fellow
8021 Florin Ave.
Sacramento

Change Day to: 3rd Wednesday

Same Time: 6:00 PM

Beginning: March 19, 1986

Unit 4415 Davey Tree — San Jose (new)

Meeting Place: Labor Temple Assoc.
2102 Almaden Rd.
San Jose, CA 95125

Chairman: Bill Mamola

Day: 2nd Monday

Time: 5:30 PM

Beginning: February 10, 1986