PG&E Negotiations stalled, Committees evaluating positions

Since the last issue, the negotiating committees for Local Union 1245 and Pacific Gas and Electric Company have had four meetings - December 23, 1975, and January 6, 13 and 16, 1976. This makes a total of nine meetings between the parties to date.

The primary issue standing in the way of agreement between the parties is PG&E's proposal for restructuring the wage progressions for "D" and "C" Clerks, including the freezing of the first five steps in the "D" Clerk wage progressions.

Company originally proposed to reduce the wage progression for "D" Clerks and equivalent from five years to three years, with expansion of the wage progressions for "C" Clerks and equivalent from eighteen months to forty-two months. Company also proposed freezing the entry level wage rate for Meter Readers, together with revisions of the rates to be paid to the various levels in the wage progression.

During the course of negotiations the parties have exchanged various proposals, including job definitions, restrictions on "D" Clerk duties, etc. Union, in an effort to reach agreement, counter-proposed a modified restructuring which provides for a four year wage progression for "D" Clerks and an increased progression for "C" Clerks from eighteen to thirty months, with an overlap of two steps which would reduce the total time for progression from the bottom of "D" to the top of "C" by six months if an employee is promoted from the top of the "D" to the appropriate step of the "C" after six months at the top of the "D".

In exchange for such restructuring, Union proposed a modification of the Clerical Grade Index Plan which would have the effect of reclassifying some current "D" jobs to "C".

At press time the basic area of disagreement between the parties regarding this proposal is the number of points by which the "C" Clerk range in the Clerical Grade Index Plan would be reduced.

Company originally proposed that the entry level of certain physical beginning classifications - Choreman, Routine Hydro Clerk, Routine Plant Clerk, Routine Shop Clerk G.C., Engineer's Aide G.C., Garageman, Gardener, Groundman (not including G.C.), Helper (not including G.C.), Pipefitter, Night Groundman and Janitor, together with a number of single rated classifications, be frozen. While the parties have discussed the matter of physical starting rates, the actual positions of the parties have not been firmly fixed.

The last meeting was further complicated by Company proposing the application of the freeze to five additional classifications - Assistant Compressor Plant Operator, Auxiliary Operator, Materials Man, Operator in Training and Terminal Operator.

The general wage increase has not been discussed further than the previously reported positions of the parties. Company's offer of 7.6% and Union's proposal of 12.5% remains unchanged.

Negotiations were recessed on January 16, 1976, to permit the two negotiating committees to consult with their principals. Union's committee consulted with the Local Union Executive Board which gave the negotiating committee a vote of confidence and instructed them to continue bargaining and seek a package for submission to the membership.

Inter-Union Gas Workers Conference

The above photo is a "wide angle" view of a majority of the participants in the Inter-Union Gas Workers Conference. See page three for more photos.

Impasse at SMUD

On Thursday, December 18, 1975, SMUD's negotiating committee made an offer of settlement to this year's negotiations which the Union agreed to submit to its membership for consideration on January 21, 1975, but would not recommend.

Local Union 1245 membership employed by the Sacramento Municipal Utility District rejected that offer by a vote of 261 to 57.

In early morning negotiations on Monday, December 22, 1975, the Union and District returned to the bargaining table and reached a compromise agreement contingent upon approval by Union's membership and SMUD's Board of Directors. Upon reaching this compromise agreement, SMUD's negotiating committee met in closed session with the District's Board of Directors. After several hours, a public meeting was held at which time the Board of Directors, over the Union's objections, unilaterally passed a Wage and Benefit Resolution which adopted the District's offer which had been overwhelmingly rejected by Union's membership.

Provisions of the District's offer which were implemented by the Board of Directors included an 8% general wage increase which was effective on December 22, 1975, and a District paid dental plan for hourly-rated employees and their dependents, to be effectively approximately April 1, 1976. Also included was an increase in the mileage allowance, District payment of 75% of the Kaiser rate in-crease to be effective January 1, 1976, and expansion of the rest period rule of double time penalty for working into a rest period - this to include non-work days as well as regular work days. Replacement items added to the Tool Replacement Policy were shanks for Lineman and Tree Trimmers and nut and bolt bags for Linemen.

Union called special meetings for Tuesday, December 23, 1975, to inform the membership of the Board's action and to explain the existing alternatives, Union's membership passed a motion directing the negotiating committee to exhaust all legal means to reach agreement with the District and, at the same time, set January 7, 1976 as a date for the negotiating committee to report back and to take whatever action the membership feels appropriate.

In a letter dated Friday, December 26, 1975, Union charged SMUD with meeting and conferring in bad faith and strongly suggested that the Union and the District return to bargaining. On that same date, Union advised the California State Conciliation Service of the situation and requested that body's assistance in trying to reach a mutually satisfactory agreement between SMUD and Local 1245.

On Monday, December 29, 1975, SMUD notified Union of its willingness to resume negotiations on January 2, 1976, with assistance of a State Conciliator.

The parties met on January 2, 1976 and after a short time SMUD made it crystal clear that they had nothing other than a possible restatement of its proposal to offer. The State Conciliator then declared an impasse.

On January 7, 1976, Unit 3911, with later approval of Unit 3912, directed the negotiating committee to continue to attempt to negotiate in good faith and try to reach agreement with the District. The question of any future action to take a strike vote was left in the hands of the Negotiating and Executive Committees.

Members of Union's negotiating committee are Jim Curtis, Dick Haughey, John Hall, Jack Noble, Tom Smiley and Bill Taylor, together with Business Representatives Al Wolf with assistance from Senior Assistant Business Manager Mert Walters.

At this writing Union's committee is continuing its efforts to find a means to resume bargaining.
Appointments

Delegates

INTER-UNION GAS WORKERS CONFERENCE

SIERRA PACIFIC POWER COMPANY: Jay Kilgore, Gas Serviceman - Ron Borgognone, Light Crew Foreman


UTILITY CONFERENCE

BUSINESS MANAGER'S STAFF: M. Walters, D. Cofer, O. Owen, J. McNally

PENSION, PROFIT SHARING AND OTHER DEFERRED COMPENSATION PLANS COURSE
BUSINESS MANAGER'S STAFF: J. McNally

LOCAL 1245

L.U. OFFICERS: G. Marley, E. Horn, D. Turman

Oroville-Wyandotte Irrigation District
L.U. Officers: G. Marley, E. Horn, D. Turman

SOHNER TREE BALLOT COMMITTEE

ALCOHOLIC PROGRAM
L.U. Officers: G. Marley, E. Horn, D. Turman

Negotiating Committee

Oroville-Wyandotte Irrigation District
Truman M. Journey and Robert I. Warka

Ballot Committee

William M. Wisler, R. Mitchell and C. Wheeler

Local 1245 and City of Alameda Settle

Results of negotiations between Union and the City of Alameda were ratified by the membership employed by the City on December 15, 1975.

The 1 year Agreement provides for a 5% general wage increase effective January 1, 1976, bringing the Lineman rate to $8.33 per hour, plus 80% of the cost of living increase between January and July, 1976, to be effective July 1, 1976. An inequity adjustment of 5% for all classifications below Apprentice for employees with ten or more years of service was added prior to the general wage increase.

Other improvements include increased vacation allowance at an earlier date and, with the approval of official holidays.

Other improvements include increased vacation allowance at an earlier date and, with the approval of supervisions, birthday holiday may be taken any time during the calendar year in which the birthday falls.

Dental Plan coverage was increased to full family with no deductible and a $1,000 maximum per patient per calendar year, with the City paying all premiums.

The Medical Plan was also increased to full family coverage with the City paying the full premium. The Agreement includes a "buy back" provision for up to 30% of unused sick leave upon voluntary termination for employees with ten or more years of tenure. The Agreement also now includes a tool replacement provision, and employees will be paid double time for all hours worked on official holidays.

Union's negotiating committee members were Daryl A. Lyerla, Ralph Murphy, Robert P. Viera and Business Representative Veodis Stamps.

Local 1245 Renews Competitive Scholarship Contest

The Executive Board of Local 1245, IBEW, has announced the eighth annual competitive scholarship contest.

The purpose of this contest is to provide a grant in aid for scholarships to college, thereby making financial assistance available toward the attainment of a higher education.

1. The grant will be as follows:
   $250.00 per year for four (4) years, as long as a C (2.0) average is maintained and the parent maintains their membership in good standing in Local Union 1245.

2. In order to be a candidate in this contest, you must be a son or daughter, natural, legally adopted or the legal ward of a member of Local Union 1245. You must also be a high school senior who has graduated or is graduating in 1976. A copy of your diploma or a letter from your high school stating that you will graduate in 1976 must be attached to your scholarship application.

3. The Scholarship Grant will be made only to that candidate who intends to enroll in any college certified by their State Department of Education and accredited by the local Accrediting Association. Applications may be secured by attending meetings of Local 1245 or by calling the Union Office or by using the form printed in the Utility Reporter.

4. Checks will be paid directly to the college upon presentation of tuition bills to the Local Union.

5. All applications shall be accompanied with a written essay, not to exceed five hundred (500) words, on the subject "Nuclear Power Plants — Is There An Alternative Now?"

6. Essays should be submitted on 8½"x11" paper, on one side, preferably typed and doubled spaced with applicant's written signature at the conclusion of the essay.

7. Applications and essays must be mailed to IBEW, Local Union 1245, P.O. Box 4790, Walnut Creek, California 94596, by registered or certified mail only, and be received no later than 10:00 a.m. on Wednesday, March 31, 1976.
Local 1245 and City of Santa Clara settle

On December 24, 1975, Local 1245 members employed by the City of Santa Clara ratified the results of 1975 negotiations.

The 1 year Agreement provides for a 12% general wage increase to be paid the first pay period in January of 1976, which brings the Lineman rate to $7.90 per hour.

A cost of living adjustment based on the increase in the San Francisco/Oakland CPI from October 1975 to March 1976 will be effective the first pay period of July, 1976.

Inequity adjustments were made for the Senior Electric Estimators and the Line Truck Drivers. Duties of Line Truck Drivers were also adjusted to include those of Equipment Operator, bringing this work back into the I.B.E.W. bargaining unit.

In addition, the City is to provide life insurance in the amount of $25,000 and fully paid medical insurance for employees and dependents. The Agreement includes a long term disability plan providing for 66-2/3% of employee's monthly salary after 60 days for 2 years with a maximum of $1500 per month. The City will pay an additional $3.00 per month for dental insurance.

Employees with ten years of service will have an additional holiday - Friday after Thanksgiving. Services on Union's negotiating committee were Robert Behrke, Howard E. Peterson and Business Representative Orville Owen.
### San Joaquin

<table>
<thead>
<tr>
<th>City</th>
<th>Address</th>
<th>Chairman</th>
<th>Day</th>
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<tbody>
<tr>
<td>FRESNO</td>
<td>Eagles Hall</td>
<td>J. Airheart</td>
<td>Tuesday</td>
<td>7:30 p.m.</td>
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<td>3</td>
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<tr>
<td>PASO ROBLES</td>
<td>421 East</td>
<td>T. Thompson</td>
<td>Monday</td>
<td>7:00 p.m.</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>SELMA</td>
<td>Masonic Lodge</td>
<td>R. Clark</td>
<td>Tuesday</td>
<td>5:00 p.m.</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
<td>14</td>
</tr>
<tr>
<td>SANTA MARIA</td>
<td>Vandenberg Inn</td>
<td>J. Herrmann</td>
<td>Thursday</td>
<td>6:00 p.m.</td>
<td>12</td>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
</tr>
<tr>
<td>SAN JOSE</td>
<td>99 N. Bascom</td>
<td>D. Albor</td>
<td>Tuesday</td>
<td>8:00 p.m.</td>
<td>5</td>
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### Coast Valleys

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<tr>
<td>Hollister</td>
<td>Paine's Restaurant</td>
<td>T. Thompson</td>
<td>Monday</td>
<td>7:00 p.m.</td>
<td>2</td>
<td>3</td>
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<tr>
<td>SALINAS</td>
<td>American Legion Hall</td>
<td>J. Smith</td>
<td>Tuesday</td>
<td>8:00 p.m.</td>
<td>2</td>
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<tr>
<td>Monterey</td>
<td>Carpenters' Hall</td>
<td>M. Vela</td>
<td>Wednesday</td>
<td>7:00 p.m.</td>
<td>2</td>
<td>3</td>
<td>4</td>
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<tr>
<td>Lompoc</td>
<td>514 South St.</td>
<td>C. Centeno</td>
<td>Monday</td>
<td>7:30 p.m.</td>
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<tr>
<td>Paso Robles</td>
<td>Elks' Lodge</td>
<td>J. St. John</td>
<td>Tuesday</td>
<td>7:00 p.m.</td>
<td>10</td>
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<tr>
<td>San Luis OBISO</td>
<td>Elks' Lodge</td>
<td>A. Moore</td>
<td>Wednesday</td>
<td>8:00 p.m.</td>
<td>11</td>
<td>17</td>
<td>14</td>
<td>12</td>
<td>16</td>
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<tr>
<td><strong>Antioch</strong></td>
<td><strong>Antioch Women's Club</strong></td>
<td>F. Wright</td>
<td>Wednesday</td>
<td>7:30 p.m.</td>
<td>1</td>
<td>10</td>
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### San Francisco

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<tbody>
<tr>
<td>San Francisco C P.U. Service Center</td>
<td>P. Nelson</td>
<td>R. Bennett</td>
<td>Wednesday</td>
<td>7:30 p.m.</td>
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### East Bay

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<tr>
<td>Barstow</td>
<td>25210 West Main St.</td>
<td>W. Blevens</td>
<td>Thursday</td>
<td>4:45 p.m.</td>
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<tr>
<td>Lodi</td>
<td>113 N. School Street</td>
<td>A. Goehring</td>
<td>Thursday</td>
<td>7:30 p.m.</td>
<td>11</td>
<td>12</td>
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<tr>
<td>Tracy</td>
<td>Norm's Pizza Parlor</td>
<td>C. Schleiss</td>
<td>Tuesday</td>
<td>7:30 p.m.</td>
<td>17</td>
<td>16</td>
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### Humboldt

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<tr>
<td>Eureka</td>
<td>Veterans' Hall</td>
<td>H. Daington</td>
<td>Thursday</td>
<td>7:30 p.m.</td>
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<tr>
<td>Garberville-Weott</td>
<td>Veterans' Hall</td>
<td>C. R. Gordon</td>
<td>Thursday</td>
<td>7:00 p.m.</td>
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5, IBEW Unit Meeting! - 1976

Shasta
3212 REDDING
  Holiday Inn
  1900 Hilltop Road
  Chairman: R. M. Haftrn
  7:30 p.m.
  Feb 17
  1976

3211 RED BLUFF
  Elks Lodge No. 1250
  355 Gilmore Road
  Chairman: H. Iness
  7:30 p.m.
  Feb 17
  1976

3215 TRINITY
  New York Hotel
  Weaverville
  Chairman: L. Wells
  7:30 p.m.
  Feb 17
  1976

3213 BURNEY
  Woodworker's Hall
  Chairman: A. L. Beebe
  7:30 p.m.
  Feb 17
  1976

De Sabla
3412 QUINCY
  P.G. & E. Service Cnr.
  Chairman: Dave Ostrander
  7:30 p.m.
  Feb 17
  1976

3417 PARADISE
  Veterans' Memorial Bldg.
  Chairman: G. E. Van Buren
  7:30 p.m.
  Feb 17
  1976

3411 CHICO
  Retail Clerk's Hall
  Chairman: H. R. Arbuckle
  7:30 p.m.
  Feb 17
  1976

Drum
3511 AUBURN
  BPOE No. 1691
  195 Pine Street
  Chairman: P. Harrigan
  7:30 p.m.
  Feb 17
  1976

3513 GRASS VALLEY
  Elks Hall
  129 1/2 Pine Street
  Nevada City
  Chairman: R. M. Butler
  7:30 p.m.
  Feb 17
  1976

Colgate
3611 MARYSVILLE
  Labor Temple
  Bridge & Sutter Sts.
  Chairman: Larry Casserly
  5:30 p.m.
  Feb 17
  1976

3613 OROVILLE
  Eagles' Hall
  Meyers & Montgomery
  Chairman: Gary Hall
  7:30 p.m.
  Feb 17
  1976

North Bay
3712 SANTA ROSA
  Labor Center
  1706 Corby Avenue
  Santa Rosa Ave.
  Chairman: G. R. Morgan
  8:00 p.m.
  Feb 17
  1976

3714 UKIAH
  Ukiah Grange
  South State
  Chairman: W. C. Teach
  8:00 p.m.
  Feb 17
  1976

3716 NAPA
  Pancake House
  Soscol Avenue
  Chairman: Wm. B. Balsley
  8:00 p.m.
  Feb 17
  1976

3717 FORT BRAGG - PT. ARENA
  Presbyterian Church
  Pine and Main
  Fort Bragg
  Chairman: D. C. McDonell
  5:00 p.m.
  Feb 17
  1976

3711 MARIN COUNTY
  Sams
  209 Third St.
  San Rafael
  Chairman: Al Simontacchi
  7:30 p.m.
  Feb 17
  1976

Sacramento
3811 SACRAMENTO
  Dante Club
  2330 Fair Oaks Blvd.
  Chairman: G. Johnson
  7:30 p.m.
  Feb 17
  1976

3815 SACRAMENTO-DAVIS (G.C.)
  Dante Club
  2330 Fair Oaks
  Chairman: M. Harrington
  7:30 p.m.
  Feb 17
  1976

3812 VACAVILLE
  Chamber of Commerce
  400 Monte Vista Street
  Chairman: R. Spencer
  7:00 p.m.
  Feb 17
  1976

Sacramento - Continued
3813 PLACERVILLE
  Eagles Hall
  2850 Coloma Street
  Chairman: W. Tomlinson
  5:00 p.m.
  Feb 17
  1976

Irrigation Districts
1122 MERCED IRRIGATION DISTRICT
  Pine Cone Coffee Shop
  Chairman: Wm. Soito
  7:30 p.m.
  Feb 17
  1976

2518 TURLOCK IRRIGATION DISTRICT
  Divine Gardens Motel
  Room 101-C
  Turlock
  Chairman: F. La Chapelle
  7:30 p.m.
  Feb 17
  1976

Sierra Pacific
3311 RENO
  Carpenter's Hall
  1150 Terminal Way
  Chairman: J. Norlen
  7:30 p.m.
  Feb 17
  1976

3315 ELY
  Mt. Wheeler
  Public Library
  Chairman: J. Thomas
  7:30 p.m.
  Feb 17
  1976

Public Agencies
1411 CITY OF SANTA CLARA
  Clover Hall
  99 N. Bascom
  Chairman: R. Daugherty
  7:30 p.m.
  Feb 17
  1976

3211 OAKLAND GENERAL
  Edgewater-Hyatt House
  Chairman: H. E. Peterson
  7:30 p.m.
  Feb 17
  1976

3011 SACRAMENTO REGIONAL TRANSIT DISTRICT
  1412 21st Street
  Sacramento
  Chairman: J. Rodgers
  3:00 p.m.
  Feb 17
  1976

3911 SACRAMENTO MUNICIPAL UTILITY DISTRICT
  Dante Club
  2330 Fair Oaks Blvd.
  Chairman: R. Daugherty
  8:00 p.m.
  Feb 17
  1976

3912 FRESH POND - (SMUD)
  Round Table Pizza
  512 Main St.
  Placerville
  Chairman: J. Noble
  7:30 p.m.
  Feb 17
  1976

Pacific Gas Transmission
3023 WALLA WALLA
  Touchet Fire Station
  Chairman: O. D. Reiber
  7:00 p.m.
  Feb 17
  1976

3024 REDMOND
  86 Corral Club
  Stockman's Room
  7:00 p.m.
  Feb 17
  1976

3021 SANDPOINT
  Traveler's Hotel
  Chairman: W. Miller
  7:00 p.m.
  Feb 17
  1976

Citizen's Utilities
4012 SUSANVILLE
  Grand Cafe
  Main Street
  Chairman: F. Milton
  7:30 p.m.
  Feb 17
  1976

4013 ALTURAS
  Benny's
  1200 W. 4th
  Chairman: E. Seminario
  5:15 p.m.
  Feb 17
  1976

4014 ELK GROVE
  Pizza Barn
  8610 Elk Grove Blvd.
  Chairman: Sue Adams
  5:30 p.m.
  Feb 17
  1976

4015 BURNEY - C.U.C.C.
  Woodworker's Hall
  Chairman: Michael M. McCoy
  5:30 p.m.
  Feb 17
  1976

Trees
4411 DAVEY TREE - LAS VEGAS
  I.B.E.W. Hall
  4321 E. Bonanza Road
  Chairman: C. A. Davison
  7:30 p.m.
  Feb 17
  1976

Membership responds to request for participation

TO HELEN
It seems our lives could be compared
With water ever flowing
Encountering other brooks and streams
And through encounters growing
Starting out while very young
As tiny babbling streams
As peaceful and as carefree
As childhoods restful dreams
Sometimes still in somber ponds
As a gray and cold sun rises
Other times rushing down a hill
Thrilled with life's surprises
As water drawn or enriches life
We too are given powers
To cause a friend to turn in pain
Or soothe his troubled hours
We and water travel on
Through beauty and through strife
Dark waters and then rainbow spray
The two combined are life

Shannon Casebeer

Bargaining Roundup

TRI-DAM PROJECT: Last meeting held on January 13, 1975. At the present time, committees are discussing Long Term Disability Plan. Have asked for bids and as soon as cost factors are known, further negotiating sessions will be scheduled.

NEVADA IRRIGATION DISTRICT: District's latest offer was rejected by the union's membership on December 17, 1975.

Last meeting was held on January 13, 1976. The Board of Directors were to meet on January 14th, after which further meetings of the committees will be scheduled.

At the present time, the District has offered an across-the-board increase of $50.00 per month and has agreed to pick up 3% underfunding on the Pension Plan. District has also agreed to pay any increase in premiums resulting from changes in Medical Plan in July. Also agreed to at this time is an additional holiday - Admission Day.

OROVILLE-WYANDOTTE IRRIGATION DISTRICT: No meetings have been held since notification by Union of its desire to bargain with the District. Union is awaiting word from the District as to first meeting date to commence actual bargaining.

KONOCTI CABLE TV: Have had two negotiating meetings to date. Next meeting scheduled for January 22, 1976.

CALIFORNIA-PACIFIC UTILITIES COMPANY (Lassen): Meeting held in Susanville to vote on Company's last offer and decide on a course of action should the offer be rejected.

TELEPROMPTER OF NEWARK AND TELEPROMPTER OF MILPITAS-Clerical: Committee discussed Union's wage proposal with Company on December 16 and 17, 1975. Union is awaiting a written proposal from Teleprompter.

In an effort to expedite this proposal, Union telephoned Company on Friday, January 9, 1976 for further discussion.

THERMALITO IRRIGATION DISTRICT: Union's membership employed by the District rejected District's latest offer on January 12, 1976. The rejection was based on the unsuitability of the proposed general wage increase. Negotiations are to resume the first week of February.

SOHNER TREE SERVICE, INC.: Local 1245 members employed by Sohner Tree Service, Inc. rejected Company's latest offer by a special mail ballot conducted in Walnut Creek on January 12, 1976.

Basis of the rejection were the low proposed wage rates, improper sick leave, no Pension Plan, poor medical coverage and having to get permission to perform tree work on own time.

Union has requested further bargaining but no meetings have been scheduled at this time.

INTERIM NEGOTIATIONS:

PG&E STEAM HEAT TRAINING COMMITTEE: Committee will meet with Company on January 20 or 21 to discuss Company proposal. Union feels this proposal is inadequate.

PG&E BUILDING DEPARTMENT TRAINING COMMITTEE: Committee has received the first lesson in Company's proposed Training Program.

At the present time, Committee is studying this lesson and awaiting receipt of further lessons. It is hoped another meeting can be scheduled in the near future.

CALIFORNIA-PACIFIC UTILITIES JOINT BENEFIT NEGOTIATING COMMITTEE: Joint Committee will meet with California-Pacific Utilities Company on January 29, 1976 in San Francisco, at which time Company will respond to proposals made at our last bargaining session.

FRIENDSHIP

When friends are new and life unsure
And future filled with doubt
Sometimes it's hard to find a way
to bring true friendship out.

As in the manner of roulette
racing, twirling, spinning
relationships like games of chance
cause loss along with winning.

Likes and dislikes must be known
and feelings all expressed
but often times while finding out we lose what we love best.

And if you say too much too soon
and try to learn in haste
misunderstanding may result
and crush friendship to waste.

But as in chess we learn to risk
the loss and tearing pain
in hopes of understanding more
and being close again.

Shannon Casebeer

THE LINEMAN

Another day, another dollar
He grins as he turns off the clock
How about fixing me breakfast today
And I'll fill up the coffee pot.

He gets out of bed and heads for the kitchen
Such a terrific guy
But I wish he'd have turned off the light when he left
Cause it hurts when it shines in my eyes.

You gonna get up "honey," he yells
From the kitchen as he's running the tap
Be there in a second sweetie, I groan
I wish he would get off my back

I snuggle up to my pillow, the electric blankets on high
It would sure be nice if he'd fix it himself
I yawn, then I close my eyes

He stomps back in the room and says rather sharply
Hey! Are you gonna get up?
I say, Honey please let me sleep in today
And turn off the light so its dark

A naughty word escapes his lips
He grabs his boots off the floor
See you tonight, he snarls grabbing his coat
He slams the bedroom door.

So let him get mad, who cares anyway
I'm tired and I need my rest
But what if he falls off a pole or something
I wish he would get off my back

I'm up in a flash put my slippers on
Run a brush through my straggly hair
That he didn't even live here
I just wish he'd have turned off the light when he left

A smile hits his face as I enter the kitchen
He jumps up and gives me a hug
See you tonight, he says
How could I sleep with a guy like that near

Jacilyn Wells
Wilseyville, Calif. 95257

Pregnancy no bar to unemployment benefits

The U.S. Supreme Court has struck down a provision of Utah's unemployment compensation law that makes women workers automatically ineligible for jobless benefits during their last three months of pregnancy and the immediate six weeks following childbirth.

The decision means the state may no longer deny unemployment benefits to pregnant women workers simply because it presumes their condition makes them unable to work. At least 14 states have laws almost identical to Utah statute.

The Utah unemployment compensation system deems a woman ineligible for benefits "during any week of unemployment when it is found...that her total or partial unemployment is due to pregnancy."

Another provision of the state law amounts to a blanket disqualification for benefits during an 18-week period preceding and following childbirth.

The Supreme Court, noting the state's presumption often has been or could be inaccurate, observed in a three-page, unsigned ruling:

"It cannot be doubted that a substantial number of women are fully capable of working well into their last trimester of pregnancy and of resuming employment shortly after childbirth."

Indeed, the high court noted, the principal problem was one that prompted its ruling worked interminably as a clerical employee for portions of the 18-week period during which she was conclusively presumed to be incapacitated.

Such a presumption thus violates the "due process" clause of the Constitution, the court observed, and must be replaced by "more individualized means when basic human liberties are at stake."

The high-court decision evolved from the case of a young Utah woman, Mary Ann Turner, who was dismissed from her job in November 1972. She was due to give birth in June 1973.

She received unemployment compensation until Mar. 11, 1973--12 weeks prior to the expected date of the birth. When her benefits were cut off after payments ended, she sued in the state courts, charging violation of her 14th Amendment rights.

The Utah Supreme Court ruled that the law did not violate any of her constitutional protections.

"She should do," the Utah Supreme Court suggested tongue in cheek, "is work for the repeal of the biological law of nature. She should get off the bench so that she can be shared equally with women in bearing children."

But the U.S. Supreme Court apparently was not amused. It vacated the Utah ruling and remanded the case for further proceedings.

The high court relied in its decision on a 1974 case involving a Cleveland school teacher who was forced by law to be on leave with her child for five months before she could return to her job.

The Utah case "is virtually identical" to the Cleveland litigation, attorneys said.

Calif. AFL-CIO News

Turlock I.D. and Local 1245 reach agreement

On December 22, 1975, Local 1245 members employed by Turlock Irrigation District ratified the results of bargaining between Union and the District.

The 1-year Agreement includes a 6% general wage increase retroactive to December 1, 1975 and increased life insurance up to age 65 at a reduced cost to employee. The waiting period on disability insurance was reduced from 180 to 90 days and sick leave was increased from 10 to 12 days per year with accrual after 6 months of full accumulation.

A funeral leave provision was added to include stepchildren and stepchildren. Other gains included improved employer contribution on medical insurance and hospital benefits to be retroactive to December 1, 1975. Vacations may be deferred for 24 months instead of 12 months.

A policy on rest periods and for overtime payment if employee is required to continue work or is called back during rest period was established. The District also agreed to review the present Pension Plan and to study alternative plans.

Improvements were also made by clarification of the existing language in job descriptions, temporary upgrading, lunch period, meal provisions and a provision was added to the grievance procedure allowing the use of a tape recorder during fact finding sessions.

Results of negotiations between Union and District were ratified by the membership employed by the District on January 8, 1976.

Local 1245 and Teleprompter of Ukiah, Willits and Ft. Bragg complete negotiations

Negotiations were completed between Company and Union on December 17, 1975, and Union's membership ratified the results on January 8, 1976.

The two year Agreement provides for a 6% general wage increase of between 8 and 10% effective January 1, 1976 as well as an improved grievance procedure.

The language of this Agreement was also changed to conform to the other Agreements existing between Union and Teleprompter Corporation.

Union's members of the negotiating committee were Jerry Hamilton, Betty Franitzch, Business Representative Jack Hill and Assistant Business Manager John J. Wilder.

New rules to end sex bias in granting credit

A key provision, which would also benefit men, would require a creditor to give the reasons, on request, for terminating or denying credit. However, reflecting compromises in drafting the rules, the creditor does not have to provide the reasons in writing.

Consumer groups support a bill proposed by Sen. Joseph R. Biden, Jr. (D-Del.) that would require a creditor to put in writing the reason for denouncing credit. Other major regulations provide:

A ban on the use of sex or marital status in credit scoring systems.

A ban on creditors inquiring into birth control practices or into childbearing capabilities or intentions or assuming from her age that an applicant or applicant's spouse may drop out of the labor force or have income interrupted due to childbearing.

A creditor may not discount part-time income, but could examine the probable continuity of an applicant's job.

A creditor may ask to what extent an applicant relies on alimony or child support or maintenance payments to repay the debt, but the applicant must first be told such disclosure is not necessary if this income is not relied on to obtain credit.

As of Nov. 1, 1976, creditors must identify their sources of data in their reports to their creditors.

Effective Nov. 30, 1975, creditors must keep applications and other materials, including any written communications, for at least 15 months following the date the creditor gives notice of action to an applicant.

A creditor may not request information about a co-applicant's income or credit history.

The regulations also require disclosure under the law as treating "an applicant less favorably than other applicants on the basis of sex or marital status."

The law provides that an aggrieved applicant may sue creditors for actual damages and for punitive damages up to $10,000. In class actions, penalties up to $100,000 or one percent of the creditor's net worth, whichever is less, may be assessed.

Letter to the Editor

As a member in good standing of Local 1245 and a member of my employers safety committee, I would like to complain in the strongest terms to the one sided B.S. you've been printing in the 'Utility Reporter' on Nuclear Power Plants. I think it's quite obvious your only concern is to create a few more jobs, and to hell with the environment or anybody else on the planet.

DAVID MADER

Editor's note: I disagree with your conclusions, but you are entitled to your opinion.

Utility Reporter—January, 1976—Page Seven
Have you seen this form posted at your headquarters?

On December 29, 1970, the President signed the Williams-Steiger Occupational Safety and Health Act of 1970, known as OSHA, which became effective April 28, 1971.

The purpose of the Act was "to assure so far as possible every working man and women in the Nation safe and healthful working conditions and to preserve our human resources."

Under the authority vested in him under the Federal Act, the Secretary of Labor adopted recordkeeping and reporting requirements for all employers in the private sector on July 2, 1971.

Section 18 of the Federal Act permits States to assume responsibility for developing standards applicable to industries within the State. California's Occupational Safety and Health Plan was adopted in 1973.

On May 28, 1973, the State Labor Commissioner authorized the Division of Industrial Relations to issue emergency regulations to implement the recordkeeping requirements of the Federal Act.

California's new requirements were in effect on August 28, 1973.

As of June 30, 1974, the Division of Industrial Records and Research had received 3,589 reports which were submitted via the regular mail system.

The summary form must be posted no later than February 1, 1975, and must remain in place until March 1st.

State workers compensation awards continue upward trend

Claims for benefits filed with the State Workers' Compensation Appeals Board (WCAB) in the third quarter of 1975 dropped slightly below the total for the previous quarter, but increased 7.5 percent above the figures for the third quarter of 1974.

The rise in new claims for the third quarter above a year earlier, reported by Franklin M. Grady, Administrative Director of the State Division of Industrial Accidents, continues the long-term upward trend.

Cases filed before the WCAB involve only disputed claims for benefits to be paid by employers under state workers' compensation law.

New fillings of 22,530 cases in July-September this year compares with 22,542 cases filed in the second quarter of 1975, and with 20,969 cases filed a year earlier in the July-September quarter of 1974.

Awards to injured workers determined by WCAB judges in July-September of this year totaled $69,078,258, compared with awards of $72,018,398 made in the previous quarter to workers as compensation for job-related injuries or illnesses.

In the two quarters of 1974, WCAB judges awarded $58,164,194 in July-September and $61,073,938 in October-December. For the twelve-month period that ended last September 30, awards totaled $271,620,603.

The above dollar amounts awarded by the WCAB represent payments for benefits allowable under the law, but do not include awards for temporary disability, medical treatment, and for certain other benefits the cost of which cannot immediately be determined or which may continue for indefinite periods (for example, 240 weeks of temporary disability may be paid within five years after injury)

Benefits due workers who become ill or injured as a result of job-related factors may include, under California law, medical treatment; temporary disability payments to make up partially the workers' wage loss; compensation for permanent partial or total permanent disability; and vocational rehabilitation for workers who qualify. Benefits are also awarded to the dependents of workers who die as a result of job-related factors.

The Division of Industrial Accidents has functional responsibility for workers' compensation programs administered by the State Department of Industrial Relations, which is headed by Donald Vial.

The summary form must be posted no later than February 1, 1975, and must remain in place until March 1st.

Are X-Rays Dangerous?

Americans make an estimated 112 million trips a year to medical facilities for diagnostic X rays and absorb about 88 million visits to dental X rays. Improvements in equipment have made it possible for X rays to reveal more than ever before, but they must be used with caution. X rays kill or seriously alter living cells in the body. While a small amount of X rays will do no permanent damage, too much radiation may make cell damage and cell change irreversible. If you are concerned that you may be getting too many X rays, ask whether, in view of this exposure, you may be getting too many X rays.