Employee Access To Exposure and Medical Records

Workers have a right to know the hazards they face on their jobs, State Director of Industrial Relations Don Vial testified last December 15 in San Francisco at an informal U. S. Department of Labor public hearing on access to employee exposure and medical records.

Vial's statement was made in support of a proposed Federal rule that would require employers to retain all employee exposure and medical records and to provide access to these records to employees, former employees, their designated representatives and physicians, and OSHA and NIOSH (National Institute for Occupational Safety and Health) officials.

"It is time we recognized generally that workers have a right to all information that may be relevant to protecting themselves, their fellow workers, and their families," Vial told the hearing. "OSHA's proposal for employee access to exposure and medical records furthers these rights, and California enthusiastically supports the proposed rule."

In arguing for the proposed rule, Vial cited the millions of workers in the United States exposed each year to concentrated doses of substances which may cause cancer, mutations in future generations, and birth defects. "The dangers of these substances are not readily apparent to those who work with them," Vial said. "The effects are often latent, and may not be noticed for twenty to thirty years."

Vial pointed out that California's occupational safety and health law already requires employers to make representa-"tives access to exposure monitoring and "to accurate records of employee exposure monitoring."

"California has a vital concern with these problems, and (Continued on page two)"

Governor Names Martin to WCAB

H. Jerry Martin, formerly Director of Safety and Training for Local 3 of the Operating Engineers Union headquartered in San Francisco, was named by Governor Brown Wednesday, January 3, 1979 as one of three new appointees to the State's Workers' Compensation Appeals Board. The other two new appointees are John F. Dunlap, a former State Senator of Napa, and Charles Swezey of Palo Alto, who is currently a Deputy Commissioner and Secretary to the Board. All three appointments require Senate confirmation.

Martin, who has served as Local 3's Safety and Training Director for the past five years was administered the oath of office by Donald Vial, Director of the State's Department of Industrial Relations Monday, January 15, Business Manager Dean Cofer of Local 1245, I.B.E.W., and a host of other labor leaders attended the ceremonies.

The seven-member board holds hearings and makes final rulings in cases involving payment of workers' compensation insurance benefits to employees suffering job-related injuries or disabilities. Martin replaces Albert Boardman as a public member on the Board.

Other members already serving on the WCAB are Melvin S. Witt, chairman; and Commissioners Gordon R. Gains, Mervin N. Glow and Hale H. Ashcroft.

New Health Plan for East Bay

Assuming the results of PGE Benefit Negotiations are ratified by the membership, the Company will offer those employees in the bargaining units represented by Local Union 1245 an option to join or switch to one of several Health Maintenance Organizations. Local Union 1245 has invited the representatives from each of the Health Maintenance Organizations to attend our Unit Meetings to explain their plans.

Whether or not a member decides to enroll in an HMO in lieu of joining Blue Cross is purely a matter of personal preference. However, in an effort to provide our members with as much information as possible about the organizations we will be publicizing them in the UTILITY REPORTER. In addition, Company will be mailing detailed information regarding each of the HMO's during the open enrollment period.

The Rockridge Health Care Plan, which is being offered to PGE employees who live in Alameda, Albany, Berkeley, Castro Valley, El Cerrito, El Sobrante, Emeryville, Kensington, Lafayette, Moraga, Oakland, Orinda, Piedmont, Pinole, Richmond, San Leandro, San Lorenzo, San Pablo and Walnut Creek, is one of the federally qualified Health Maintenance Organizations being offered. It provides its members with a comprehensive medical benefits program, and is holding open houses at the Health Center, 420 - 42th Street, Oakland on Tuesday, February 13 (5 p.m. - 7:30 p.m.); Thursday, February 15 (5:00 p.m. - 7:30 p.m.); and Saturday, February 17 (9:00 a.m. - 12:30 p.m.)

If you are interested in learning more about the Plan you are invited to attend. Representatives of Rockridge will be there to answer questions and conduct tours of the facilities.

Twenty-one to 38 percent of all cancer cases in the United States can be traced to toxic substances and industrial poisons that workers are exposed to on the job.

Since the start of World War II, approximately 10 million workers have been heavily exposed to asbestos. Of these 4 million, it is estimated that 20 - 25 percent will die of lung cancer, 7 - 10 percent of pleural and peritoneal mesothelioma (abdominal tumors), and 20 percent of gastrointestinal cancer. (These figures represent a fatality rate of 35 - 44 percent).

DO THESE FIGURES SCARE YOU? IF NOT, I CAN TELL YOU THAT THEY DAMN WELL SCARE ME.

Literally thousands of carcinogens are being used in work places every day. Some of these carcinogens, (such as asbestos, arsenic, benzene, vinyl chloride, nickel, and various petroleum distillates) are known cancer causing agents. However, many of the substances that can or may cause cancer are not known or recognized as carcinogens.

What is being done by government, industry and the labor movement to identify these carcinogens and control their use? The Federal government is working on the problem, however, since it spent $48 billion on health care in 1978 but less than $2 billion on prevention of diseases, it becomes clear that the Feds have a long way to go in this area. The State of California, with passage of the Occupational Carcinogens Control Act in 1976, became the first and only state to actively inspect for carcinogens in the work place. However, not only must companies be inspected, but companies using carcinogens with tough penalties for failing to comply. Failure to report the use of a carcinogen results in a automatic $500 fine, and a maximum $1,000 penalty is provided for each case involving exposure of workers. The Act also provided for the creation of an independent agency, the California Occupational Hy-
We Get Letters...

Sometimes Good — Sometimes Bad

Dear Editor:

For the avoidance of fragmentation and polarization, for the promotion of unity in enlightenment and for the Good Of The Union these thoughts are put to paper.

There is, today, a permeating atmosphere of diminishing confidence in elected officials, local and federal. Ergo, any elected official contemplating individual unilateral action might well be advised to consult appropriate Boards and Councils prior to such undertaking.

The dismissal of one law firm and the engagement of another, however innocent or guilty, may take on significant ramifications in the present moral climate.

Remembering the "Exile-of-San Clemente", one should be reminded that Caesars' wife must be above suspicion.

Warmest regards,

G. L. Nighsinger
Card No. 3569949

Dear Editor:

I am writing to express my deep appreciation for the manner in which the Local Union recently assisted me in a Compensation Case due to an Industrial Injury. I was contacted and assisted promptly by our Rep Larry Hope. The new Union Attorney, Dave Magasagi, handled the case in the most professional and skillful manner I have ever been acquainted with. Mr. Magasagi is a knowledgeble and aggressive Attorney who really cares about the members. This attitude of caring about the membership seems to be of utmost importance to the new Union.

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Warmest regards,

Richard Poncia
Card No. 3616666

WASHINGTON — A court decision striking down the benzene standard "will leave thousands of workers at an increased risk of leukemia," declared Dr. Eula Bingham, head of the Occupational Safety and Health Administration.

Bingham's comment came in response to a decision by the Fifth Circuit Court of New Orleans, which threw out the OSHA standard on worker exposure to benzene. The court decision was not substantial evidence to justify costs involved in meeting the 1 ppm (1 part benzene per million parts air) limit set by the standard.

The Court also determined that the provision prohibiting skin contact with the cancer-causing substance was not based on the most recent or best available evidence.

Some 600,000 workers are potentially exposed to benzene, a substance proven to cause leukemia. These include rubber workers and chemical workers.

Bingham said she was "extremely disappointed" by the court decision and added: "This decision will come in conflict with decisions of the courts in every other case dealing with cancer-causing substances. We will continue to pursue every possible avenue to protect workers exposed to benzene."

We are in the process of advertising over 100 Workman Compensation cases on behalf of Local 1245 members due to their exposure to asbestos, and the Local Union currently has formal grievances filed on safety hazards associated with the use of asbestos. Far more important, however, is the fact that the Executive Board, at their December Board meeting, approved the hiring of a Health and Safety Engineer to serve on the Local Union Staff. (It is my understanding that Local 1245 will be the first Local Union in the United States with a professionally trained Health and Safety Engineer on its staff.)

We are in the process of advertising for applicants that possess an appropriate degree in Public Health, with qualifications in the field of safety. This individual, once on board, will conduct on-the-job health and safety evaluations; perform lab tests of carcinogens and other substances; and be qualified to assess and recommend amendments to existing health standards. Our Local Union can then sponsor necessary legislative or administrative changes in the field of health and safety that we are not equipped or qualified to do at the present time.

The health and safety of our members is important to this Local Union, and we intend to not only remain active in this area of our responsibility but also to increase our activities in this regard.

In closing I once again remind you that your Local Union needs your help and participation. I urge you to attend your Unit meetings and get involved. You own it to yourself, your family and your Union.

(Continued from page 1)

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Did You Know That...

You Have Substantial Rights Against The Invasion of Your Home

By Ronald E. Yank
Attorney at Law
Carroll, Burdick & McDonough

In response to Business Manager Dean Cofer’s request that I answer certain questions posed by the Fresno Unit, No. 2111, concerning search warrants obtained by Pacific Gas and Electric Company, the following information was prepared for distribution to all I.B.E.W., Local 1245 members.

I.B.E.W. 1245 has recently gone to arbitration over an attempt by P.G. & E. to search the residence of an employee, which residence was also P.G. & E. property. Although we are confident the Local’s position will be upheld, any definitive answer to attempted searches by P.G. & E., without court authority, may have to await upon the results of that arbitration.

However, I can comment on what the situation is if P.G. & E. is successful in obtaining a search warrant. The answers to the questions listed below are as follows:

1. Can a person have an attorney present before a search begins?
   Before responding to this question, let me make some general statements, which will apply to all the questions, and serve as a response to the request for “the searcher on the property, by the person being subjected to search?”

   The search warrant does not require any kind of affirmative steps or cooperation from the person on whom the warrant is served. Thus, the person at the residence need not produce anything, show anyone any particular items, etc. Nonetheless, cooperation is not required.

2. Does a search warrant require a law enforcement officer be present, or can a P.G. & E. security officer make a search?
   A law enforcement officer does have to be present. Again, it is unlikely in the extreme that P.G. & E. will obtain a search warrant without the aid of the office of the District Attorney, and in any event a search warrant is an order from a judge to a law enforcement officer to search certain specific property, for certain specifically-described things. Only the law enforcement officer can carry out the search, although he might be able to have with him someone who was not a law enforcement officer (such as a P.G. & E. security officer).

3. Does a search warrant require any type cooperation, other than allowing the person on whom the warrant is served to take any action?
   The search warrant does not require any kind of affirmative steps or cooperation to be taken by the person on whom the warrant is served. Thus, the person at the residence need not produce anyone any particular items, etc. The standard approach taken by persons serving a warrant is to say that if you don’t cooperate they will turn the house upside down to find what it is that they are looking for. Nonetheless, cooperation is not required.

4. Can any property be taken from the premises by the searcher?
   Property to be taken from the premises is supposed to be properly described in the search warrant. Some of the descriptions in search warrants are pretty general, but the property nonetheless should be described there. Any person, law enforcement officer or not, who would take property from a residence that did not come within the description of the search warrant might well be subjecting himself/herself to severe civil liability. The only exception might be in the area where the searcher comes upon items or materials which, on their face, are not lawfully in the possession of someone in that residence (such as a machine gun, being possessed without special permit). Frankly, as indicated above, I do not believe that the biggest threat to the privacy of P.G. & E. people will come because P.G. & E. obtains search warrants, but rather will come when P.G. & E. demands to inspect residences of employees who live on P.G. & E. property. As to this matter, we feel very confident that the position of I.B.E.W. 1245 in the arbitration for which briefs are now being prepared will be sustained. That is, P.G. & E. has rights no greater or different than any other landlord. The California Civil Code forbids anyone from entering the apartment of a tenant. Thus, California Civil Code §1954 states that a landlord can enter the dwelling unit only in the following cases: (a) in case of an emergency; (b) to make necessary or agreed upon repairs, alterations, or to exhibit the dwelling unit to prospective or actual purchasers, tenants, roommates, or contractors; (c) when a tenant has abandoned or surrendered the premises; and (d) pursuant to court order.

In short, your members have substantial rights, which they should not hesitate to learn more about by contacting their I.B.E.W. 1245 business representative, if it appears as if there may be an attempt by P.G. & E. to invade their privacy. However, if, by chance, someone should show up with an actual search warrant, signed by a judge, action should be taken in accordance with the above advice.

Local Union Budget

Where Do Your Dues Go?

By Charlie Gaddz

Local 1245 exists for only one purpose: to serve its members. Every dues dollar is returned to the member in the form of services such as negotiating contracts and resolving grievances. The following article shows where the money is spent.

The purpose of a labor union is to serve and protect the interests of its members. It does this by combining the energies and resources of thousands of individuals into one voice that speaks as an equal to the employer and the government. Full time union officials and volunteer union leaders act as the member’s representatives. Dues contributions finance their activities.

As with any service organization, the Union’s major expense is people; people to negotiate, to resolve grievances, to do research and to handle clerical work. The “people” categories in the graph below are Staff Expenses, Member Benefits, Research and Education, Office Expenses, and Committee Salaries and Expenses. As you can see, together they account for 75% of the Union’s budget.

Staff Expenses This category shows the cost of keeping trained Business Representatives in the field. It includes salaries, automobile expenses, and staff training costs.

Research and Education The costs of Steward’s Training, the Utility Reporter, and the salaries of three administrative assistants are included in this category.

Office Expenses In addition to clerical salaries, this category covers the cost of support functions provided by the Union Hall, including postage, office equipment, printing and maintenance of the building. Employee payroll taxes are also covered under Office Expenses.

Committee Salaries and Expenses The Union couldn’t operate without the help of volunteer rank and file members who take time off from their jobs to serve on Union committees. The cost of reimbursing them for their expenses and lost wages accounts for 8.1 percent of the budget.

Other Affiliation Fees Local 1245 is affiliated with 24 labor councils and associations in California and Nevada, each of which charges a monthly affiliation fee. Such affiliations are vital when Local 1245 needs outside support. For instance, the associations and councils gave Local 1245 important assistance in its fight to win back the PG&E employee discount.

Misc. Expenditures Miscellaneous expenses such as legal fees and hall rentals are included here.

1979* COST BREAKDOWN

- | categories | percentage |
- | Staff Expenses | 44.9% |
- | Office Expenses | 16.0% |
- | Membership Benefits | 4.3% |
- | Research and Education | 3.8% |
- | Committee Salaries and Expenses | 8.1% |
- | I.O. Per Capita | 17.8% |
- | Misc Expenses | 3.1% |
- | Affiliation Fees | 2.0% |

*Projected
The Nevada State Court rendered a favorable decision to Sierra Pacific Power Company on the employee-rate discount case that was filed against the Nevada Public Utilities. The case will now go before the State Supreme Court for review. Based on the State Court’s decision, Sierra Pacific Power Company President Joe Gremban has already issued orders to the Company’s auditing firm to review the records from May of 1978 and compute the amount of money lost by our members so the Company will be able to restore the discount monies as soon as the final Court decision is rendered.

Sierra Pacific Power Company Shop Stewards are scheduled to meet on January 20, 1979. At the meeting, we will go over proposals for negotiations and discuss any problems that may exist in the present agreement. The Company and the Union agreed that proposals will be exchanged in the mail on January 30. This year we must open the Agreement 90 days prior to the expiration date. I anticipate that we will have a difficult set of negotiations this year. We are faced with Presidential Guidelines, and just what that will mean when we get around to talking money is anybody’s guess. So, be sure to submit any proposals you may have for negotiations at your January Unit Meeting, or tell your Shop Steward before January 20 so we can have our proposals fully prepared for submission to the Company on January 30.

A Shop Steward’s Conference is scheduled for all Local Union 1245 Stewards in the State of Nevada on February 24, 1979. All Stewards: Please plan to attend.

Bargaining is open for C.P. National (Elko Power Division).

Employees covered under the Mt. Wheeler Power Clerical and Physical Agreements will receive an additional wage increase effective February 1, 1979. The increase is based on a cost of living clause in the Memo similar to that in the Mt. Wheeler contracts.

The United States and California Constitutions provide that a person may not be deprived of life, liberty or property without due process of law. These provisions have special significance in relation to the public employee’s relationship vis-a-vis his or her employer. Specifically, the California Supreme Court, in the landmark decision of Skelly v. State Personnel Board, held that permanent, non-probationary, public employees in the State of California have a protectable property interest in their employment entitling them to a hearing to contest any disciplinary action brought against them. Further, the Supreme Court in Skelly held that a public employer must follow certain procedural steps prior to the imposition of discipline upon such permanent employees. These pre-disciplinary requirements include: (a) Notification of the nature of any allegations supporting proposed disciplinary action in advance of its imposition; (b) Copies of any and all materials or documents upon which the proposed disciplinary action is based; and (c) The right to respond to the appointing authority prior to the effective date of the discipline. A recent California Supreme Court decision has somewhat limited the broad implications of the Skelly decision as it relates to pre-disciplinary constitutional protections. In Civil Service Association Local 400 v. City and County of San Francisco, the California Supreme Court held that the aforementioned pre-disciplinary constitutional protections described in Skelly were not constitutionally required in minor disciplinary matters. The Court went on to limit minor disciplinary matters to suspensions for periods of time no greater than five (5) working days. In that regard, it should be noted that the aforementioned limitation of the San Francisco decision is not applicable if local memoranda of understanding or personnel rules provide for procedural protections in cases of less than five (5) day suspensions.

Additionally, the California courts have clearly established that the property interest discussed above entitles permanent public employees to a post-disciplinary hearing in order to contest any charges or allegations brought against them. This post-disciplinary hearing should be distinguished from the procedures discussed above which apply prior to the imposition of any discipline. There can be no question but that in California, a public employee who enjoys permanent status must be afforded a forum to contest the substance of charges brought against him upon which any discipline is based. Some confusion has occurred in this area as a result of a United States Supreme Court decision in the case of Bishop v. Woods, which held that, as a matter of United States constitutional law, no such inherent property interest in public employment existed. However, the United States Supreme Court in the Bishop v. Woods decision went on to say that the existence or non-existence of a property interest in employment was entirely dependent upon whether the local or state law provided for such an interest. In California, there is no question but that such a property interest in public employment exists.

The newly elected Governor of Nevada, Robert List, recently announced the upcoming appointment of a new Labor Commissioner for the State of Nevada. Consequently, Stan Jones, who has served in the position for the last twelve years, is being removed from office.

The removal of Brother Jones will be a great loss to the working people of Nevada. During Jones’ twelve years of service as Labor Commissioner, he administered the duties of his office with dignity and professionalism.

Local Union 1245 wishes Stan the very best in his future endeavors. We will not forget his long years of service, nor the protections his office provided for workers through proper administration of the labor and industrial laws of the State of Nevada.

AFL-CIO Legislative Program

On January 18, 1979 the Nevada State AFL-CIO sponsored a Legislative Conference in Carson City to forge its 1979 Legislative Program. John Stralla and Darrel Mitchell, Local Union 1245 Lobbyists, attended the session.

During the all-day session, delegates discussed proposed legislation and other related items, and at the close of the meeting a hospitality period was held so the participants could meet and talk with the members of the 1979 Nevada Legislature. Some of labor’s goals for the current legislative session are:
- provide for additional safety precautions in construction work;
- extend occupational disease coverage for heart diseases;
- improve compensation for industrial injuries and deaths;
- increase benefits on previous awards for industrial injuries and deaths;
- increase burial expenses for industrial deaths;
- provide mandatory reemployment upon release from an industrial injury;
- improve compensation for permanent partial disability; and
- expand coverage for disability compensation for occupational diseases.

Miscellaneous Tidbits

Bradley Orrv, June Burns, Izetta Kiester and Arlene Whitman have been appointed Shop Stewards at Lynch Communications.

The Executive Board of Local Union 1245 recently appointed Jay Killgore to fill the vacant Advisory Council position for Nevada.

Shop Stewards from Lynch Communications attended a training conference on the grievance procedure January 9, 1979. The conference was well attended, and plans are in the mill to hold another meeting in the near future.
Local 1245 members with twenty or more years of service in the I.B.E.W. were honored by the Local Union at an Awards Presentation Banquet in Redding on December 15, 1978. The affair was held at the Bridge Bay Resort on the shores of Lake Shasta, and attended by members employed at Pacific Gas and Electric Company in Shasta Division and Pipe Line Operations, and Citizens Utilities Company of California, and Shasta Division Advisory Council member Lee Thomas and his wife Idella. Business Representatives Rich Hafner and Dave Rossi, and Senior Assistant Business Manager Willie R. Stewart hosted the banquet.

Senior Assistant Business Manager Willie R. Stewart made the award presentations. During the ceremonies, Willie commented that he was truly honored to spend an evening with so many dedicated unionists — members who joined the Union long before we won many of the benefits enjoyed by our members today — members who didn't have to be coaxed into joining, but who led many of Local 1245's organizing drives to sign up free-riders.

Twenty-year pin recipients were: Citizens Utilities Company members Betty Tucker and Iris Sobiski, and Pacific Gas and Electric Company members Neal Huss and Cecil Langberg. Twenty-five-year belt buckles and pins were presented to PG&E members Elie Manley, Robert Arzunedo and Ken Coyle.

The highest service awards presented during the evening were given to those members present with thirty or more years of service. The recipients of thirty-year awards were: CUCC member John Osborne, and Lyle Munson and Theo Park, employed by PG&E. Ernie Munson, who was unable to attend due to illness, was represented at the banquet by his lovely wife Margaret. Mrs. Munson accepted Ernie's award in his absence. Ernie and his brother Lyle's combined years of service represent over 60 years of membership in Local 1245. Both Ernie and Lyle work for PG&E in Shasta Division.

Evidence of the Christmas spirit was in the air during the celebration, as a great time was had by all those who attended the party. I am truly looking forward to the 1979 Pin Awards Presentation Banquet for members employed in Shasta Division, Pipe Line Operations and General Construction and at Citizens Utilities Company.

Notes of Interest

Business Representative Hank Lucas was reelected by acclamation as Vice President of the San Joaquin — Calaveras Counties Central Labor Council, and as Chairman of the Executive Board.

Business Representative Larry Hope was reelected by acclamation as First Vice President of the Butte-Glen Counties Central Labor Council, and Local 1245 members Fred Wannamaker and Tom Conwell were elected as Trustee and Sergeant of Arms respectively.

Business Representative Ron Van Dyke was reelected by acclamation as Trustee of the Fresno-Madera Counties Central Labor Council. Ron will serve as Trustee for a one-year term.

Business Representative Wayne Weaver was selected "Unionist of the Month" by the Kern County Central Council.

Business Representative Corb Wheeler was one of the lucky winners of Unit 3411's Christmas Turkey Drawing, and Local 1245 member George Molina was the other. George is a Clerk "C" headquartered in DeSabla Division at the Orland office.

Unit 3512 — Roseville is the winner of the Local Union Unit Social Fund for the month of December. H. K. Hamann, a member of Unit 3023 — Walla Walla, Washington, is the winner of the Local Union Unit Drawing for the month of December.

Kay Killgore was appointed by the Local Union Executive Board to fill the vacant Sierra Pacific Power Company Advisory Council seat. Brother Killgore's appointment is for the remainder of the current term of office.

Coming Events

Local 1245, through its Units, will be sponsoring various social events during 1979. These activities will include a Summer Softball Tournament, a Poker Run in September, a Bowling Tournament in November, and numerous dances and picnics.

Keep an eye on the UTILITY REPORTER and attend Unit Meetings for specific details on the activity planned in your area.
Local Union 1245's jurisdiction covers the largest geographical area in the I.B.E.W. We represent in excess of 19,000 workers employed by over 60 employers in a range of diversified fields (clerical, gas, electric, water, telephone, cable television, irrigation districts, manufacturing, government, telephone, etc.)

Business Representative Larry Hope, who is assigned to service Local Union 1245 members working in DeSabla Division, Pipeline Operations (Willows), and General Construction (DeSabla), and at the City of Gridley, Oroville-Wyandotte Irrigation District, Pacific Tree (DeSabla), Paradise Irrigation District, Richvale Irrigation District, and Thermalito Irrigation District, provided the photo layout shown below in order to depict just one of the many geographical areas that your Local Union represents.
C.P. NATIONAL (LASSEN)
Bargaining is in progress.

C.P. NATIONAL (ELKO POWER DIVISION)
Bargaining is in progress.

CITY OF GRIDLEY
Negotiations suspended pending Court decision and appeal proceedings.

CITY OF BERKELEY
Union has instituted legal action over the City's refusal to grant our negotiated wage increase due July 1, 1978.

CITY OF KALISPELL
The results of negotiations were ratified by the membership January 12. The proposed one-year Memorandum of Understanding provides a 7.7 percent general wage increase effective January 1, 1979. It also freezes the city's contribution to the medical plan and the city's portion of sick leave. Employee is entitled to buy-back, to the amount attained prior to the effective date of this agreement. There could be an adverse impact on the medical plan July 1, 1979. No adverse impact is anticipated on the sick leave buy-back plan during the calendar year 1979. This whole thing is complicated, however, by the fact that the City Auditor refuses to pay the negotiated wage increase. We have instituted legal proceedings to force the payment of the negotiated salary increase.

CITY OF OAKLAND
Negotiations suspended pending the outcome of Court litigation on the legality of the Legislature's action to negate previously negotiated cost of living increases in order for a public agency to be granted State surplus funds.

PLACER COUNTY WATER AGENCY
The results of negotiations have been ratified by Local 1245 members employed at Placer County Water Agency. The new Memorandum of Understanding provides an 8 percent general wage increase effective January 1, 1979.

YUBA COUNTY WATER AGENCY
Bargaining is in progress.

MODESTO IRRIGATION DISTRICT
Local 1245 filed suit against the District. Our suit is based on the District's unlawful revision of the Employer-Employee Relations Policy and its adverse impact on the Union; the manner in which District recognized Local Union 1245 as a representative of District employees; and the District's overall actions to restrain and coerce the Union and its members.

NEVADA IRRIGATION DISTRICT
Bargaining is in progress.

PARADISE IRRIGATION DISTRICT
Local 1245 members employed at Paradise Irrigation District voted by secret ballot to ratify the results of negotiations on December 18, 1978. The new one-year Memorandum of Understanding provides a 7 percent general wage increase retroactive to July 1, 1978 and an additional holiday.

RICHVALE IRRIGATION DISTRICT
Local 1245 members employed at Richvale Irrigation District voted by secret ballot to ratify the results of negotiations on December 19, 1978. The new one-year Memorandum of Understanding provides a 10 percent wage increase for all ditch tenders and a 7 percent increase for all other bargaining unit employees. Substantial improvements were gained in the dental plan.

Appointments

NEGOTIATING COMMITTEES
Pacific Tree Negotiating Committee
Doug Bonham
Richard Morris
Al Sandoval

BALLOT COMMITTEES
Pacific Gas and Electric Company
Gail Aletson
Chris Colin
Paul Frasher
Wayne Greer
James (Chris) Hall
Bill Haynes
Mike Johnson
Stan Justis

Citizens Utilities Company
Joe Aquilina
Dan Dedmon
Larry Schindler

GRIEVANCE COMMITTEES
Pacific Gas Transmission Company
PG&E Coast Valleys Division
Cliff Weaver
Michael K. Maysey

CENTRAL LABOR COUNCILS
Marysville
Lawrence Casserly

TRI-DAM PROJECT
Bargaining is in progress.

ALAMEDA/CONTRA COSTA TRANSIT DISTRICT
Local 1245 has joined District 192 of the Amalgamated Transit Workers in litigation against the District because of their refusal to grant the cost of living increases provided for in the Agreement between the District and Local 1245.

TRUCKEE-DONNER PUBLIC UTILITY DISTRICT
Local 1245 members employed at Truckee-Donner PUD ratified the results of negotiations. The new Memorandum of Understanding provides a 7 percent general wage increase.

DAEY TREE SURGERY COMPANY
Bargaining is in progress.

PACIFIC TREE EXPERT COMPANY
Bargaining is in progress.

U.S.B.R.
As a result of the Bureau's refusal to make any substantial movement on wages during negotiations, the dispute was referred to Arbitration. John Kagel has been selected as arbitrator and the hearing will be conducted in Sacramento on Friday, February 23.

ORANGE COVE IRRIGATION DISTRICT
The Union has agreed to pay the employees' portion of FICA starting January 1, 1979. However, Local Union 1245 has filed suit against the District regarding the improper implementation of the Myers-Milias-Brown Act; for bad faith bargaining and unlawful adoption of certain personnel policies; and restraint and coercion of the Union and its members.

CITIZENS UTILITIES COMPANY OF CALIFORNIA
Local 1245 members employed at Citizens Utilities Company voted by 126-7 on 1/12/79 to reject the results of negotiations. Union is presently attempting to resume negotiations with the Company.

THERMALITO IRRIGATION DISTRICT
Under the terms of the current 3-year Memorandum of Understanding an 8.25 percent general wage increase was applied effective 1/1/79.

Letter of Agreement Summaries

Editor's Note: Members of Local Union 1245 who wish to receive a copy of the full text of a letter agreement shown below may do so by submitting a written request to the Local Union.

PG&E No. 78-65: Provides for the placement of an employee returning from long term disability in an Assistant Foreman's Clerk position at Chico at the top rate of pay.

PG&E No. 78-66: Establishes six lines of progression, and standardizes the progression for both promotion and demotion straight lines of progression as opposed to personal lines of progression, and provides certain demoted employees with accelerated rights back to their highest former classification. (See General Construction News on page 9 for additional information.)

PG&E No. 78-75: Provides for the placement of an employee, who suffered an industrial injury which resulted in his eventual inability to perform the duties of his regular classification, in a vacant Assistant Foreman's Clerk position in Santa Rosa.

PG&E No. 78-76: Provides for the placement of an employee returning from long term disability to his former classification and headquarters as a Gas Helper in Richmond.

PG&E No. 78-77: Provides for the placement of an employee returning from long term disability to his former classification as an Operator-in-Training in East Bay Division.

PG&E No. 79-2: This letter agreement is the result of Materials Department Interim Negotiations. It establishes formal and rotational training programs; the classification of (0430) Leadman Driver, and the pay rate and the job description and lines of progression; deletes (1086) Materials Leadman rate of pay from Exhibit X of the Physical Agreement; provides for the reclassification of employees in the Materials Department line of progression on January 15, 1979 to progress to the (1086) Materials Leadman classification and establishes the conditions under which an employee may be promoted; establishes the qualifications for promotion to (0430) Leadman Driver and provides that employees in the (1086) Materials Leadman classification be reclassified to the (0430) Leadman Driver classification. In addition, the implementation of the conditions set forth in this letter agreement settles some issues that have been held pending at various steps of the grievance procedure.

Union's Negotiating Committee was headed by Assistant Business Manager Larry Foss. Other members of Union's Committee were: Larry Casserly, Sherman Fox, Ray Krenz and Art Perryman.
**Gas Department Interim Negotiations**

Interim negotiations relative to the lines of progression in the General Construction Gas Department as they pertain to Titles 305 and 306 of the Physical Agreement were concluded in late 1978. The Letter Agreement (PG&E No. 78-66), and Clarification of Section 306.9 setting forth the provisions of the settlement were signed by Business Manager Dean Cofer January 4, 1979, and are effective starting January 4.

The Letter Agreement establishes six lines of progression to be utilized for both promotion and demotion. It standardizes the progression for promotion and demotion straight line progression as opposed to personal lines of progression. In essence, when a lack of work situation occurs as provided for in Title 306, the employee to be demoted will be entitled to preferential consideration to replace an employee having less service in each successively lower classification in the appropriate numbered line of progression back to the highest classification formerly held.

Union's negotiating committee members were: Thomas Dotter, Stanley Stensrud, Assistant Business Manager Larry Foss and General Construction Business Representatives Ed Fortier and Skip Harris.

The new lines of progression and clarification of Section 306.9 are shown in the diagram below:

![Diagram of General Construction Gas Lines of Progression](image_url)

**Classification and Lines of Progression**

During the course of the Company and Union discussions of the lines of progression relative to Titles 305 and 306 of the Physical Labor Agreement concerning General Construction employees, the parties discussed a further clarification of Section 306.9 relative to the number of opportunities which a demoted employee would be given preferential consideration to exercise his rights for appointment to a classification in his line of progression. It is understood that General Construction informs employees who have been demoted for lack of work of future opportunities for advancement as they occur in his line of progression to regain his previous employment status. It is further understood that in the past the employee has been given one opportunity following such notification to avail himself of the opportunity on a preferential basis, to return to his highest classification in his geographic area.

The Union and Company have examined this practice and find that it is fair and consistent with the intent of the parties in negotiating Section 306.3. Therefore, the Union and Company have agreed that in the application of Section 306.9 that if the employee declines such a promotion in his line of progression to return to the classification held when he was demoted for lack of work, such employee shall have no further claim to preferential consideration afforded by Section 306.9 as to further promotional opportunities.

**Apprentice Lineman Interim Negotiations**

The last joint negotiating session was held on December 7, 1978. Union's committee is of the opinion that we did make some progress. Company made some movement toward making the apprentices "hot" at the 6-12 month step as opposed to the 0-6 month step. Overall, we are pretty much in agreement with the program as proposed by Company with a few exceptions. At present, we are waiting for the Company to send us a copy of the Master Apprenticeship Program before we proceed any further.

**Apprentice Electrician Interim Negotiations**

The last joint negotiating session was held on December 7, 1978. Union's committee reviewed the home-study courses and discussed the utilization of the division schools with Company's committee members. We are currently in the process of reviewing Company's last proposal and will be submitting our counter proposal in the near future.

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**CORRECTION**

Vacations, Sick Leave, and Holidays were counted as tax-free benefits in calculating the figures listed in the November Utility Reporter article entitled: "Fringe Benefits: A Good Hedge Against Inflation." The author regrets the error.
Questions and Answers on Health Maintenance Organizations

HMOs are now growing fast. In 1971, there were only 33 in the entire country. Today, there are about 185 (federally qualified and non-qualified) Health Maintenance Organizations servicing almost 8 million individuals.

This quiz, excerpted from an article written by Sylvia Porter of the San Francisco Chronicle, is provided to help you understand the whole subject of HMOs.

Q. What is a Health Maintenance Organization?
A. A company that provides comprehensive inpatient and outpatient health services for a fixed, prepaid monthly fee to voluntarily enrolled members. There are two types: group and individual practice.

Q. Is an HMO a fee-for-service plan?
A. No. HMOs are prepaid plans. If you do not use their services, you lose your money. Remember, HMOs are looking for a profit. Your goal should be to use your money wisely to receive health care from the providers of your choice.

Q. What is the nearness to where you live and work of HMO facilities?
A. Visit area hospitals and doctor's offices to see if they are convenient to you. The closer the HMO facilities are to your home and work, the more time you will save. It is important to have the freedom to choose, because while you are away from home, you may want the freedom to see other doctors.

Q. Is HMO membership subject to cancellation?
A. Yes. Each qualified HMO has a provision for continued services in the event of bankruptcy. This protection is important if you are not satisfied with the doctors and services you are getting.

Q. Are you willing to terminate your health insurance policy?
A. Yes. If you decide you no longer wish to be insured by an HMO, you may terminate your membership at any time. Remember, however, that you should notify your HMO of any changes that affect your health status. This will enable your HMO to make any necessary adjustments to your care or to provide additional services.

Q. What is the issue of whether an employee, who is injured during his or her daily commute or a lunchtime commute consult with his attorney to determine if he or she has suffered an injury that arose during the course of employment?
A. The most recent statement of this rule appears in Rhodes v. WCAB (1978) 84 Cal. App. 3d 471, which stated that there is an injury arising out of the course of employment when the injury occurred outside the place of employment, and suffered an injury during the course of employment. It is very likely that an injury arises when a worker is on his or her way to work.

Q. What is a Workers’ Compensation case?
A. A Workers’ Compensation case is a legal dispute between a worker and his or her employer, where the worker is injured during his or her daily commute to a fixed place of business at a certain time. In such cases, the court will determine whether the employee’s injury arose during the course of employment. The employee will then seek compensation from the employer for the injury.

Q. What is the “Going and Coming Rule” on Workers’ Compensation?
A. The “Going and Coming Rule” on Workers’ Compensation is a legal rule that states that an injury arising out of the course of employment is compensable if it occurred outside the place of employment and was incurred during a daily commute or a lunchtime commute. This rule is important because it affects the amount of compensation the worker can receive for the injury.

Q. What is an HMO?
A. An HMO is a health maintenance organization. An HMO is a prepaid plan that provides comprehensive inpatient and outpatient health services for a fixed, prepaid monthly fee to voluntarily enrolled members. There are two types: group and individual practice.

Q. How is receiving care from an HMO different from the usual way I receive health services?
A. As long as you pay the premium, you cannot be dropped, even if you develop a chronic illness. HMOs are competitive. If you are not getting what you regard as proper care, you can terminate your membership and either go to another HMO or renew your subscription to your former health care provider.

Q. How do I know that HMOs won’t skimp on care?
A. An HMO makes a profit by reducing uncalled-for hospitalization, avoiding needless diagnostic tests and not performing surgical procedures which are unnecessary. As a result, HMOs can average premium for a family amounting to $87 and the premiums varying from region to region.

Q. Are you prepared to be seen by physicians of whom you have limited choice? Some latitude exists within a group practice but the choice is much wider within an individual practice association.
A. Are you reluctant or willing to see your doctor’s appointments? Are you satisfied with the service you are receiving? If you are not, you can terminate your membership and either go to another HMO or renew your subscription to your former health care provider.

Q. Why has the Senate refused to give the administration the funds it wants for HMO development?
A. The Senate looked at HMOs and indicated there were problems with fraud and abuse. The Senate wanted to hold hearings before it would authorize HMO development.

Q. Can an HMO member transfer from one HMO to another?
A. Yes. Each qualified HMO has a provision for continued services in the event of bankruptcy. This protection is important if you are not satisfied with the doctors and services you are getting.

Q. Will HMOs cover all hospital expenses?
A. Yes. All services are provided as long as deemed medically necessary.

Q. Do HMOs provide dental care?
A. Yes. They are: physicians’ services, inpatient and outpatient hospital care; up to 20 outpatient mental health visits; emergency care (in and out of the HMO service area); diagnostic laboratory, X-ray and therapeutic radiology; preventive health care, including family planning; eye and ear care; medical, surgical, and anesthesia care; and medical treatment and referral services for substance abuse (drugs and alcohol).

Q. Which state health insurance plans cover all hospital expenses?
A. The average hospital stays for patients of HMOs and non-HMOs? How many inpatient and outpatient hospital stays are required by the job; (d) the employee was riding home with a fellow employee who was a compensable injury. The opinion was based on the fact that the employee required the use of private cars during the job, and this controlled the means of transportation used by the employee. The cases of Mission Insurance Company v. WCAB and Keely v. WCAB (1978) involved injuries to employees who were off the employer’s premises during their lunch hours. In Mission, the employee was in an auto accident while returning from lunch, and the cost of the lunch hour was not a paid lunch break, the injury occurred outside the employment. The Keely facts resulted in a finding of a compensable injury. The State employee had walked across the street to eat in the cafeteria of another State building, and the employee had slipped. The distinction between the two cases appears to be mode of transportation and proximity of the lunch areas.

There are many other cases which have held “commute” injuries to be compensable. These situations have arisen where the employment premises subject the worker to a peculiar risk while en route to work, involve a particular type of turn or driveway into the employment premises, involve varying work times, places of employment, car pools, transporting of work or tools, payment of mileage, subsistence, insurance, and in numerous other situations which provide the employer with a benefit or convenience.

Make Work for Youngsters Fun with Fair Pay

Work for youngsters under 18 years of age can be fun, particularly in door-to-door sales.

Minors seeking part-time work, Labor Commissioner James L. Quillin said, should not be permitted to work in occupations that are less than the legally enforceable minimum wage of $2.90 an hour. For example, according only to tips in lieu of wages is prohibited.

Quillin also reminded parents and employers that the employment of a minor under 18 years of age must secure permits from their school districts. High school graduates and those awaiting the completion of high school proficiency, even if they are minors, do not need the work permit.

Minors under 16 years of age are prohibited from working in door-to-door selling.

"California law intends to help minors gain work experience while protecting them," Quillin said, "and employers are encouraged to hire your youngsters!"

Employers who violate child labor laws are subject to civil penalties of up to $5,000.

The number of hours that youngsters can work during the school day, vacation, or at work is unlimited.

• If under 18, they cannot work more than four hours in a school day, except in nonmanufacturing occupations and school-approved educational programs; and cannot work between the hours of 10:00 p.m. and 5:00 a.m. on school days and from 12:30 a.m. to 5:00 a.m. on weekends (there are some exceptions for work in entertainment jobs);

• If under 16, they can work up to four hours a day after school or on weekends and during school vacation.

California Workers Illegally Underpaid $5.4 Million in 1978

SAN FRANCISCO — California workers protected by federal wage and hour laws were illegally underpaid more than $5.4 million in fiscal 1978, the Labor Department reported.

The Labor Department said 20,834 workers were underpaid $5,483,382 in the year ending in September 1978, in violation of the Fair Labor Standards Act (FLSA).

Employers agreed to restore $4.2 million to 19,546 workers.

Virginia Allee, regional administrator here for the Labor Department's Employment Standards Administration, said the major reason for the difference between the amount found due employees and the amount paid was the employee's refusal to pay back wages in cases judged unsuitable for litigation by the Labor Department.

The department has the right to institute a private suit for the recovery of back wages due workers if the worker has not filed an unrefused claim with the department in the last two years.

Also on Monday, the federal minimum wage to $2.90 an hour.

The amendments also raise from 65 to 70 the prohibition against forced retirement because of age. For workers of state and local government, the new law will take effect on Sept. 1, 1977. That provision of the federal law was already protected from mandatory retirement because of age.

Allee noted that private businesses will still be allowed to retire certain high-level executives with retirement benefits of at least $27,000 or more at age 65. However, she said these employees must have been at the company for at least 20 years.

The new amendments provide for the first time in several years, was 27,354 during the third quarter of 1978 (July-September), it was announced this week by Franklin O. Grady, Administrative Director, Division of Industrial Accidents (DIA).

This is two percent below the 27,985 filers in the second quarter of 1977 and six percent below the second quarter of 1978 when 29,154 cases were filled. The agency requires letters to determine whether benefits should be paid and what the benefits should be.

The FLSA sets minimum wage, overtime, child labor and record keeping standards. It is enforced by the Labor Department's Wage-Hour Division, Employment Standards Administration.

Minimum wage underpayments under the FLSA totaled $1,044,498 owed to 7,323 California workers, and overtime violations resulted in $3,399,070 due 13,915 workers.

Violations of the Age Discrimination in Employment Act of 1967, which covered workers aged 40 to 65, resulted in 268 workers being underpaid $1,024,066. Employers agreed to restore $1,018,552 to 201 workers. Effective Jan. 1, 1979, the act will cover persons up to age 70.

Cases heard by one of the statewide (federal) agencies, the WCAB, declining for the past 11 years. By the end of 1978, the WCAB had disposed of 13,915 workers.

Five persons were owed $1,139 due to violations of the federal wage garnishment law.

New $2.90 Minimum Wage, and Age Discrimination Laws Take Effect

The number of new claims filed with the State Workers' Compensation Appeals Board (WCAB), declining for the past 11 years. By the end of 1978, the WCAB had disposed of 13,915 workers.

Five persons were owed $1,139 due to violations of the federal wage garnishment law.

The number of new claims filed with the State Workers' Compensation Appeals Board (WCAB), declining for the past 11 years. By the end of 1978, the WCAB had disposed of 13,915 workers.

Five persons were owed $1,139 due to violations of the federal wage garnishment law.
Exposure to asbestos may increase the risk of several serious diseases: asbestosis, lung cancer, mesothelioma, and silicosis. This is due to the fibrous nature of asbestos, which makes it capable of lodging in the lungs and causing a reaction. If you have been exposed to asbestos, you should seek medical attention immediately.

Who is at risk?

- Asbestos workers, including those who manufacture, handle, or install asbestos products
- People who have been exposed to asbestos dust in the workplace
- People who live in buildings with asbestos

How can current workers protect themselves?

- Use all protective equipment, work practices, and safety procedures your employer provides.
- If you are concerned about asbestos exposure in your workplace, contact the U.S. Department of Labor, Office of Field Operations.

Treatment

- Surgery
- Radiotherapy
- Chemotherapy

What are the symptoms of asbestos-related diseases?

- Shortness of breath
- Persistent cough
- Fatigue
- Fever
- Weight loss

The risk of developing asbestos-related diseases increases with continued exposure to asbestos dust. Therefore, it is important to reduce exposure as much as possible. If you are exposed to asbestos, you should seek medical attention immediately.