Local participates in PCB protection policies for members

Labor, management, and government representatives on a PCB advisory committee met for the sixth and final time in April to develop proposed language for a standard that will be used to protect California workers from PCBs.

PCBs, or polychlorinated biphenyls, are a highly toxic liquid that is frequently released in leaks and ruptures from PCB electrical equipment. Health effects from PCB exposure may include cancer, liver injury, skin lesions, birth defects, and reproductive damage.

Representatives who attended the meetings in San Francisco and Los Angeles were appointed by California's Division of Occupational Safety and Health Administration to form a PCB Advisory Committee. The appointments were made last October after Local 1245 petitioned the state for a PCB standard in April 1980.

IBEW Local 1245 sent Industrial Hygienist Juliann Sum to serve as a committee member. Thomas Forrester temporarily removed his hat as full-time Senior Industrial Hygienist with PG&E in order to serve on the committee as a spokesperson for the California Chamber of Commerce, while PG&E sent outside consultant Dr. Thomas Milby to voice PG&E's official positions.

Based on discussions during these meetings by Committee members and other parties in attendance, the Division has drafted a standard that they have mailed to the committee members for final comment before recommending the standard to the California Occupational Safety and Health Standards Board in a public hearing sometime later this year. Official adoption as a Cal/OSHA standard will require final approval by the California Office of Administrative Law; before state inspectors can directly enforce the standard.

Although the committee did not agree on all sections of the standard, various facts, opinions, and recommendations were offered to the Division regarding PCB doses and health effects and needs for adequate training, protective equipment and clothing, and appropriate communication between employers and employees versus interests of practicality, convenience, and cost.

The Division is currently weighing issues discussed by the PCB Advisory Committee as follows:

Concentrations to be regulated as PCBs
Based on the fact that no absolutely safe PCB exposure levels have been established, labor representatives advocate that employers be required to protect workers from toxic PCBs from the area.

Arbitration awards won by Local Union

$10,000 in back pay and damages goes to members

By Susan Guttin, Law Intern

In the past few months Local 1245 has won a string of PG&E arbitration decisions resulting in backpay awards totalling some $6.431 to aggrieved employees. In addition, a recent settlement agreement netted $55,000 in liquidated damages for six discharged employees at the Fremont Gas Meter Shop.

The union has won seven of its past nine arbitrations. Seven of these concerned discharges for misconduct ranging from alleged theft, falsification to energy theft. Of these, the arbitrator reinstated six employees with either full or substantial backpay awards. Two members who had suffered unfair suspension-deception penalties were also restored to their former classifications with full back pay.

Arbitration is a lengthy, and expensive process. Only after the decision to arbitrate a grievance is reached, must union and company agree to choose from its standing panel of 10. The choice of an arbitrator is often made at the settlement agreement between the parties. After agreement is reached, the selected arbitrator must be contacted and a hearing date scheduled. Setting the date requires adequate preparation of the case, to the Board of Arbitration consisting of two union, two company members and the arbitrator.

In most cases the arbitrator does not make his or her ruling at the hearing. Attorneys for both sides must present their arguments in written form in a post-arbitration brief, to the arbitrator usually about 30 days after receipt of the arbitration transcript. Once he or she has received these written briefs, the arbitrator then writes an opinion and award and submits it to both parties for signature or further comment at an Executive Board session. This process may mean further delay depending upon the arbitrator's calendar. At the executive session both company and union board members have an opportunity to agree or disagree with the opinion and award.

The arbitrator may or may not alter the opinion or the award in response to board member arguments. Once signed by all board members however, the decision becomes final and binding on both parties and the grievant. The decision then becomes precedent in solving similar disputes which may arise in the future.

Wages earned by a discharged employee at other employment must be deducted from any back pay award under the "make whole" concept.
Pregnancy and your rights

It has been estimated that more than 80 percent of all married women experience at least one pregnancy, and an increasing number of unmarried women are also deciding to become pregnant. Therefore, as more women permanently enter the labor force, the effect of pregnancy on rights and benefits has become a major issue for workers. In 1970, the Pregnancy Discrimination Act, an amendment to Title VII of the 1964 Civil Rights Act, went into effect. In recent years major changes in state law have also occurred. While both State and Federal law provide significant protection to pregnant workers, as well as many other areas in employment, the law is often a component to, not a substitute for, a strong collective bargaining agreement.

The Law Generally

Title VII of the 1964 Civil Rights Act makes it unlawful to discriminate against employees on the basis of sex. Without an overriding justification, an employer's treatment of pregnant workers differently from workers who are similarly able or unable to work amounts to sex discrimination and is a violation of law. For instance, an employer cannot refuse to hire a woman because she is pregnant. Nor can an employer fire or deny a promotion because of pregnancy. And an employer cannot require that she take a leave of absence as long as she is able to work, unless there are very convincing job-related reasons.

In short, the law requires that pregnant workers be treated the same as other employees. Thus, any leave or benefit rights guaranteed workers in a collective bargaining agreement must be extended to employees who are pregnant. For purposes of illustration, the discussion below will utilize the current agreement between IBEW Local 1245 and PG&E to demonstrate the impact of the law on Utility Reporter readers.

Sick Leave, Disability, and Health Benefits

Under Federal law if an employer grants leaves of absence, whether paid or unpaid, or any kind of sick leave or disability benefits to temporarily disabled employees, the employer must also grant its pregnant employees similar leaves or benefits for pregnancy-related disabilities. Long-term disabilities that may arise from pregnancy must also be treated like other long-term disabilities.

California Government Code §12945 provides that an employer must grant a requested leave of absence for a pregnancy or childbirth-related disability, if necessary, for "a reasonable time" but in no event longer than four months. Reasonable time means the period of disability caused by pregnancy or childbirth. An employee may use accrued vacation time as part of this leave.

What does all this mean for employees covered by the PG&E contracts? First, accrued, paid sick leave is a right under the agreements. Since an arbitration decision in 1975, PG&E employees have been able to use their sick leave for pregnancy leave. The women in that case were given six months leaves of absence and one used her vacation time, after the Company refused to grant her sick leave for pregnancy. The arbitrator decided that the contract incorporated the Equal Employment Opportunity Commission (EEOC) guidelines established under Title VII. Thus, because the law demanded equality of treatment, the collective bargaining agreement required that the Company allow the use of sick leave for pregnancy.

Second, the collective bargaining agreements provide that unpaid leave shall be granted for "urgent or substantial personal reasons." Under State law and PG&E policy, unpaid leaves of absence will be granted to pregnant employees when necessary.

For workers covered under state disability insurance and who provide doctor's certification, the state will pay a percentage of the employee's income in benefits for four months. The remaining weeks are covered under the Company's plan to 80 percent. Under PG&E's plan, the law would pay for any other long-term disability.

Light Work

Some employers allow temporarily disabled workers to take on reduced tasks during the period of disability. Although the law does not require the employer to provide alternative work for pregnant employees, once again, if the employer regularly provides light duty for other similarly disabled workers, it must be provided to pregnant employees.

The collective bargaining agreement between PG&E and IBEW 1245 provides light duty for pregnant employees. Under the guidelines, part-time work involves an employee working at least 50 percent of her usual work schedule. She must be able to work eight hours a day and should not have to lift more than 25 pounds.

The PG&E has agreed that it will accept a doctor's certification that a pregnant employee (or new mother) is disabled for purposes of sick leave and/or disability benefits.

California Unemployment Insurance Code §2626 states that complications of pregnancy or childbirth which prevent an employee from working may render that employee eligible for disability benefits up to the maximum period allowed. Check with your doctor and the State Employment Development Department if you believe you are eligible. And if you are covered by a PG&E plan, the law would require the plan to pay benefits for the specified period for continued pregnancy-related disabilities just as it would pay for any other long-term disability.

Under EEOC guidelines any health insurance claim an employer offers to its employees must cover pregnancy-related medical conditions. But spouses of male employees need not be covered at the same rate as female employees. Until recently the EEOC guidelines did not require that the plan cover any medical expenses paid under the plan generally to dependents or spouses except in the case of surgical or obstetrical services for dependent spouses. In January of this year, however, a U.S. District Court in Virginia overruled this aspect of the guidelines. Until Congress or a higher court takes a different position, an employer may not have to provide pregnancy-related dependent benefits for spouses, even if it provides spouses with other types of disability benefits. PG&E's medical plans do provide maternity benefits for dependent spouses, however.
request this as an option to leaving work entirely if it is practical for them and the Company.

Returning to Work
Just as an employer cannot generally require a leave of absence for a pregnant employee, the employer cannot require that the new mother remain on a leave for a period of time following the birth. If you are able to work, you must be allowed to return. PG&E "expects" mothers who have normal births to return to work in six weeks; that is, when standard disability payments would normally be exhausted.

Under the law, if an employer provides accrued seniority for workers on leave or disability, then similar seniority must be offered to new mothers returning to work. In the collective bargaining agreements with PG&E, neither authorizes leaves of absence nor sick leave or disability interrupt an employee's length of service with the Company. The same rules apply to returning mothers who are regular employees.

Child Care
At present, the job rights of parents who must care for their children is uncertain. Just as with other aspects of the law, a new mother (and maybe even a father) may be entitled to time off for child care, if the employer regularly grants extended leaves for other sorts of personal, non-medical reasons. Because this area of the law is uncertain, though, employees desiring child care leave should first discuss this with their union and employer.

Several years ago the California Supreme Court ruled that an unemployed worker who is available for work, but refuses the offer of a job because he or she must provide child care, is eligible for unemployment benefits. The unemployed person must demonstrate, though, that no reasonable alternatives exist to personally providing child care.

Conclusion
This brief review of the law should make clear that while pregnant employees must be treated equally with other employees, the best protection for pregnant workers will continue to be strong collective bargaining agreements which provide good benefits for all employees. If you have questions or problems concerning your rights, be sure to consult your union representative.

Living costs:
good news, bad news
By Pat Rutherford
Administrative Assistant

By the end of September we'll know the cost of living adjustment PG&E workers will receive effective January 1, 1982.

There's good news and bad news in the projected adjustment.

The good news is that the economy appears to be slowing down. Although the consumer price index is increasing, the rate of the increase is less than it was last year at this time. That means your money isn't losing its value so fast.

And what may appear to be bad news is that the less the C.P.I., the less the COLA adjustment. On January 1, 1982. However, what you get will buy more.

From August 1979 to April 1980 the C.P.I. went up 21.1 points. For the comparable period, August 1980 to April 1981, it has gone up 17.2 points.

The PG&E COLA is based on an August to August C.P.I. increase. When that figure is known it will be printed in the October-Utility Reporter. The point change will be converted into a final dollar amount by a formula negotiated in 1980, section 500.3 (b) of the Physical Agreement and section 25-3 (b) of the Clerical Agreement.

PG&E workers can also anticipate a 3 percent wage increase based on the 1981 weekly wage rate, excluding the 1981 COLA increase of $37.20. After figuring the 3 percent, the $37.20 is added back on. On top of that will go the 1982 COLA increase.

Baseball tourney
big success, hundreds turn out for games

On June 6 and 7, 1981, Local 1245 held its first United States Slowpitch Softball Association (USSSA) sanctioned tournament at Willow Pass Park in Concord, California.

Twenty-four teams from all over Local 1245's jurisdiction entered the two-day tournament. As a USSSA sanctioned tournament, an official tournament Director governed the play with official USSSA umpires, with the winner of the tournament qualifying to enter the State Championship tournament later in the year.

Individual and team trophies were presented to first and second place teams in each of the two division playoffs. In conversations with many of the participants, they felt this was one of the best organized softball tournaments they had played in.

Over 360 members and their families attended the two-day event, enjoying the fun. Putting together such an event is not easy. There were many who contributed time and effort to make the tournament a success.

A special thanks goes to staffs Ron Fitzsimmons, Joe Valentino, Frank Saxsenmeier, and Bill Twayne, who did all the groundwork, and to the following people who served the dogs, cokes and suds:

- Mr. and Mrs. Tom Teeters and daughter
- Ken and Cindy Ball
- Frank and Margaret Hutchins
- Rich Lanta
- Fred Johnson
- Sharon Madison
- Nancy Avila
- Roger and Carol Stalcup

With their hard work, the tournament was a huge success.

Homeowner praises members

Editor:
For the past few years and most recently Jan. 1981, I have had tree service performed on the utility right-of-way located on my property, by Asplundh Tree Service. It is my understanding this is a contract service for PG&E.

I would like to express my sincere feelings regarding the quality of service performed by Foremen Jim Wilson and Dick Morris and their crew. The attitude and enthusiasm demonstrated by these crews in carrying out...their...work...is commendable.

It is gratifying to know there are people who do care about the property of others and that integrity is not just a thing of the past....

Please convey to these two Foremen and their superiors my sincere appreciation for a job well done.

Very truly yours
L.C. Richards
West Sacramento

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More on PCB’s

From page one:

from fluids and materials containing lowest detectable levels of PCBs. However, management representatives want to stay with the Environmental Protection Agency’s standard that excludes PCBs from being regulated when present in concentrations of 50 parts per million or less.

A U.S. court recently ruled that this EPA standard is unjustified and illegal, but has allowed industries to go by this standard temporarily while industries conduct further research and the EPA gathers additional public input.

State officials have expressed reluctance due to the current politically conservative climate to recommend a cut-off that is less than 50 ppm.

Permissible exposures

Labor representatives also support an eight-hour time weighted average air concentration limit of one microgram of PCBs per cubic meter of air, since this standard has been recommended by the National Institute for Occupational Safety and Health, based on recent scientific studies of potential cancer, reproductive impairment, and liver injury effects. These studies far outdate the studies used to set the current Cal/OSHA standards, which allow exposures up to 1,000 times greater than the NIOSH recommendation.

Both NIOSH and the International Agency for Research on Cancer have declared PCBs to be a potential human carcinogen, based on recent studies showing cancer effects in laboratory animals.

Also in keeping with politically conservative pressures state officials again have expressed reluctance to lower the current air concentration limits.

Management representatives disagree with the suggestion by the California Division of Occupational Safety and Health Administration that employers be required to prevent skin and eye contact with PCBs.

Exposure monitoring

Industrial hygiene monitoring of airborne exposures was discussed with emphasis by labor representatives that employers must maintain complete records of significant exposure and notify overexposed employees.

Because most air concentrations in the field probably do not exceed the current standards, the Division has tentatively deleted this entire subsection, pending airborne PCB data to be submitted by industry representatives on the committee.

Local 1245 objects to this deletion and urges the Division to lower permissible exposures and retain the subsection until data is submitted which justifies the deletion.

Engineering controls

The committee agreed to include a requirement that "feasible" engineering controls, such as ventilation of enclosed areas and bucket trucks for PCB clean-ups, be used where needed. This requirement is found in other standards.

Work practices

The committee agreed that each employer should establish safe work practices and provide them in written form, such as through a document available to all affected employees.

Management representatives object to a proposal by labor representatives that employers be required to treat any insulating oil with respiratory protection

The committee generally agreed upon respiratory protection requirements, based on requirements developed in other standards.

Employee decontamination

Medical doctors on the committee disagree with management representatives over the quantities of water that employers should make available for eye flushing.

The committee generally agreed upon other decontamination requirements.

Training and information

The committee agreed in principle that training and/or information should be provided for all potentially affected employees. However, management representatives strongly oppose the proposal from labor representatives that employees must specifically inform employees that PCBs may harm the skin, eyes, liver, and reproductive system, are regarded as a potential human carcinogen, and can travel from mother to fetus and from mother to infant via mother’s milk, as well as through skin, by inhalation, and by ingestion. Management representatives wish to retain the option of not providing the complete information.

Signs and labels

The committee generally agreed that signs and labels for PCB equipment, containers and contaminated areas should be required, although there was some disagreement over how extensive the requirements should be.

Medical surveillance

The committee agreed on requirements, developed by a subcommittee of physicians, that employers provide employees, currently exposed above certain PCB levels, medical examinations and access to their own medical records.

amounts of PCBs would have seeped through.

A typical capacitor bank.

as if it contained PCBs unless proven otherwise.

Protective equipment and clothing

The committee long debated what degree of resistance from tears, leaks, and chemical permeation should be specified for protective equipment and clothing, and how and by whom the testing of the equipment and clothing should be conducted.

Because of the technical and controversial nature of information on this topic, a subcommittee was formed to review the data and provide recommendations for the Advisory Committee.

With general requirements agreed upon for the proposed standard by the committee, the Division will be receiving additional recommendations from labor and management on specific guidelines for testing, manufacturing, and selecting protective equipment and clothing.

IBEW Local 1245 urges the state to prohibit protective equipment and clothing to be worn past the point in time when detectable

Stress at work

A short time ago, the Utility Reporter printed an article on work stress that was written by the Institute for Labor and Mental Health. Since then, many IBEW members have gotten in touch with both the union, and the institute seeking more information on work-related stress. At the request of Ron Fitzsimmons, IBEW Local 1245 Business Representative in charge of Health and Safety, the Institute has prepared further information for Local 1245 members. Members who have questions or who want more information are encouraged to contact the union office or the Institute for Labor and Mental Health.

By Aaron Back Institute for Labor and Mental Health

"AS LIFE GETS TOUGHER WE GET STRONGER"—so goes a recent advertisement for a new improved brand of aspirin. The message from the advertisers is clear: life is getting more and more stressful and the way to deal with the situation is by taking stronger doses of medicine. In fact, life is getting tougher and more stressful but something is very wrong with a message that says the solution to stress is to take stronger medicines for its symptoms.

Our bodies are not physically capable of dealing with continual prolonged periods of stress. It is as if we were to race our car’s engine at high rpm’s every day with the air conditioning on and all of the accessories going full blast. Driven under these conditions, the car’s systems, which were designed to function under peak demands for only short periods of time, would soon breakdown. Similarly, when we put our bodies through prolonged periods of stress our natural coping systems break down.

As a result of the inability of our bodies to deal with continual stress we lose our natural resistances to common illnesses such as colds and flu’s are lowered. Even more harmful, there is increasing evidence that relates stress with the onset of such illnesses as ulcers, high blood pressure and heart disease.

The other element of work stress that is harmful is the effect it has on our abilities to feel good about ourselves as individuals and the effect it has on our personal relationships with our family, chil-
how to deal with it

dren, and friends. Because we spend most of our waking hours at work, the stresses of the job have an impact on our personal lives as well. Most of us are familiar with the experience of coming home after a stressful day at work and releasing our tensions on our family or being unable to give them the time or energy we would like. We often find ourselves continually tired or unable to relax without taking a few stiff drinks or sitting down in front of the tv.

Last May, the Institute for Labor and Mental Health sponsored the Northern California Conference on Occupational Stress, attended by over 600 people—most of them trade unionists. The overwhelming sentiment expressed by the participants—including electrical workers, was that job stress was a common fact of life in their workplaces and was one of the most important health and safety hazards to be fought against in the 1980's.

One of the most frequent comments expressed by workers who participated in the conference was their desire for safe working conditions and job satisfaction. As one worker said: "It's not that I don't want to work. I do want to work, but I want to be treated like an intelligent respected adult and I want to work under conditions that don't threaten my physical and emotional health." A few examples of stressful working conditions include such common experiences as:

- lack of recognition for the work that is done.
- conflicting job demands from supervisors.
- violations of safety standards and exposure to unsafe working conditions.
- harassment on the job.
- speed-ups.

How to deal with work stress:

It seems like an overwhelming task to deal with stress yet, across California and the country, workers and their unions are beginning to see the real need for developing ways to deal with job stress. There are a few important steps we must begin to take:

1.) We need to recognize stress as a common problem rooted in the realities of our working conditions rather than as a personal and individual problem. We need to recognize that to admit to feeling the effects of stress is not an indication of some weakness on our part or some indication that "we can't handle things as well as others." In fact, there are valid concrete reasons for experiencing the effects of stress and those reasons are based on the conditions we face at our workplaces.

2.) We need to learn more about what stress is and what effects it has on our lives. We need also, to get together with our co-workers to share common experiences about workplace stresses.

3.) Only by doing the first two steps can we move forward to the third step of beginning to fight for changes in our working conditions that would make our jobs less stressful. One way in which to do this would be by establishing a stress committee in the union or a stress component of the union health and safety committee that would begin to push for contract language that would govern stressful working conditions.

The Institute for Labor and Mental Health has been working with unions in the Bay Area in helping their members learn more about stress and begin to develop ways of dealing with stress. If you would like more information please contact the Institute at (415) 653-6186, or write: 3137 Telegraph Ave, Oakland, CA 94609.

Local 1245's Health and Safety Committee recently met with Aaron Back, above, from the Labor Institute on Mental Health to discuss problems surrounding work-related stress.

Julian Sum and Steve Lee.

Bill Attinger, left, Bob Daniels, new committee member; Back, and Ron Fitzsimmons. Committee members unable to attend the meeting include Joe Aquillo, Olga Estrella and Jackie Gribble.
### San Joaquin

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Pacific Gas Transmission
3021 SANDPOINT Traveler's Hotel Chairman: R. E. Hess Wednesday 7:00 p.m.
3022 WALLA WALLA Touchet Fire Station Chairman: Larry Thomas Wednesday 7:00 p.m.
3024 REDMOND Grizzly Bear Pizza 413 W. Glacier St. Chairman: Odie Walters Thursday 7:00 p.m.

Humboldt
3111 EUREKA Labor Temple 9th & E Streets Chairman: Barry Jensen Tuesday 14 11 8 13 17
3112 GARBERVILLE Fireman's Hall Locust Street Chairman: Allen Weber Thursday 16 13 10 15 12 10
3113 WILLOW CREEK Willow Inn Conf. Room Chairman: C. Fleming Tuesday 23 20 17 22 19 17

Shasta
3212 REDDING Hospitality House 532 N. Market Chairman: Rex Vaughn Tuesday 7 4 1 6 3 1
3213 BURNEY Woodworker's Hall Chairman: Will Rodriguez Thursday 16 13 10 15 12 10
3216 TRINITY New York Hotel Weaverville Chairman: A. W. Wells Tuesday 14 11 8 13 10 8

Nevada
3311 RENO IBEW Hall 2173 E. 4th St. Chairman: Don Moler Wednesday 1 5 2 7 4 2
3312 CARSON CITY Carson Fire Station Chairman: Darrel Plank Monday 6:00 p.m.
3313 YERRINGTON Catholic Center Chairman: Edward Alf Thursday 7 4 1 6 3 1
3314 SOUTH LAKE TAHOE Moose Lodge Chairman: Ralph Kostka Thursday 2 6 3 1 5 3
3315 ELY Mt. Wheeler Fire Dept. Mtg. Hall Chairman: Don Strasbourg 4:15 p.m.
3316 RENO MANUFACTURING Carpenter's Hall 1150 Terminal Way Chairman: Janice Davis Thursday 9 6 10 8 12 10 2
3318 ELKO Stockmen's Hotel Eko Chairman: P. Wastun Wednesday 7:30 p.m.

DeSaba
3411 CHICO Retail Clerks Hall 1st & Sheridan Chairman: Tom Conwell Tuesday 7:30 p.m.
3412 QUINCY* Moons Restaurant Lawrence St. Stone Building Chairman: Al Harte Thursday 8 5 2 7 4 2
3417 PARADISE Forbest Garage 5570 Vista Way Chairman: A. Gonsalves Thursday 9 6 3 8 5 3

Drums
3511 AUBURN Moose Lodge 5570 Vista Way Chairman: Ted Smith Wednesday 8 12 9 14 4 9
3512 ROSEVILLE Villa Rosa Restaurant 1704 Douglas Blvd. Chairman: George Fritz Monday 13 10 14 12 9 7
3513 GRASS VALLEY Nevada County Sportsman Banner Mtn. Trail Chairman: Tuesday 14 11 8 13 10 8

Marysville
3611 MARYSVILLE Petrocelli's 1235 Bridge St. Yuba City Chairman: Jack Osbourn Tuesday 7 4 1 6 3 1

North Bay
3711 MARIN COUNTY Sams, 209 Third Street San Rafael Chairman: R. Madden Thursday 9 13 10 8 12 10
3712 SANTA ROSA Labor Center 1708 Cortby Ave., Santa Rosa Ave. Off Ramp Chairman: Howard Stiefer 8:00 p.m.
3714 UKIAH Ukiah Grange South State Chairman: R. Wattenburger 7:30 p.m.
3715 LAKEPORT Bank of Lake County Main St., Lakeport Chairman: Kenneth Urs 8:00 p.m.
3716 NAPA* Eimers Colonial Pancake & Steak House 4175 Solano Ave. Chairman: Tuesday 7:00 p.m.
3717 FORT BRAGGS—PT. ARENA Masonic Temple* N. McPherson St. Ft. Bragg Chairman: Thursday 9 6 3 8 5 3

Sacramento
3811 SACRAMENTO Local Union Office 1414 21st St. Chairman: Vic Badassy 7:30 p.m.
3812 VACAVILLE Brigadoon Lodge 1571 E. Monte Vista Chairman: Arthur Murray 7:00 p.m.
3813 PLACEVILLE Hangtown Saloon & Country Kitchen Chairman: Wednesday 359 Placeville Dr.
3815 DAVIS G.C. Gallery Veterans Memorial Center Chairman: N. Domiquez 5:00 p.m.
3816 RANCHO SECO Reed's Barn 12554 Ede Ln. Chairman: Tuesday 5:30 p.m.
3817 SACRAMENTO REGIONAL TRANSIT Club Room Chairman: 203 East 14th St. 4:30 p.m.
3818 SACRAMENTO MUNICIPAL UTILITY DISTRICT Dante Club 2330 Fair Oaks Blvd. Chairman: Wednesday 5:00 p.m.
3819 FRESH POND (SMUD) Lodge Hwy. 50-Frontage Road, Camino Chairman: Tuesday 7:30 p.m.
3820 RANCHO SECO Club Room 12554 Ede Ln. Chairman: Tuesday 5:30 p.m.
3821 SACRAMENTO Grand Cafe 1411 City of Santa Clara Chairman: Tuesday 6:00 p.m.
3822 ALTURAS Rancho Steak House Hwy. 299E* Chairman: Tuesday 8 12 9 14 25 9
3823 ELK GROVE Pizza Barn 8610 Elk Grove Blvd. Chairman: Tuesday 3:00 p.m.
3824 BURNEY—C.U.C.C. Sams Pizza Hwy 299E Chairman: Tuesday 5:30 p.m.

Citizens Utilities Company
4012 SUSANVILLE Grand Cafe Main Street Chairman: Tuesday 14 11 8 13 10 8
4013 ALTURAS Rancho Steak House Hwy. 299E* Chairman: Tuesday 15 12 9 14 25 9
4014 ELK GROVE Pizza Barn 8610 Elk Grove Blvd. Chairman: Tuesday 22 19 23 21 18 23
4015 BURNEY—C.U.C.C. Sams Pizza Hwy 299E Chairman: Thursday 5:30 p.m.

General Construction
1514 under San Jose 2312 under East Bay 3815 under Sacramento
1514 under San Jose 2312 under East Bay 3815 under Sacramento

Public Agencies
1411 City of Santa Clara 2211 City of Oakland 3911 S.M.U.D. 3912 Fresh Pond (S.M.U.D.)
1411 under San Jose 2312 under East Bay 3815 under Sacramento

Trees
4411 under San Jose
By Tom Dalzell, IBEW 1245 Staff Counsel

City of Healdsburg: Almost three months after Local 1245 submitted its first bargaining proposal to the City of Healdsburg, the City completed its initial response, which was extremely disappointing. After a year of 10 percent inflation, the City offered only a 6 percent general wage increase. Recent wage increases given City Police (16 percent) and Fire Management (up to 35 percent) had led the Bargaining Committee to hope for a better first offer from the City. Further negotiation sessions were scheduled as the Utility Reporter went to press, with the Union Bargaining Committee firmly committed to a fair general wage increase, a longevity increase plan, and a visual care plan.

City of Lodi: Local 1245 Bargaining Committee members Hank Lucas, IBEW Business Representative; Gary Mai, and Mike Williams had their second meeting with City of Lodi representatives on June 2. At this meeting, the City made some movement on Safety, Hospitalization, Dental Care, and wages. The Union submitted a proposal to the City the same day, with the next bargaining session set for mid June 15.

City of Redding: Bargaining with the City of Redding continues at a steady pace, with an average of two meetings per week. Business Representative Rich Hafner reports that the bargaining is slow and hard, with "a long ways go yet."

Shasta Dam Area Public Utility District: Local 1245 members ratified by nearly a 2.1 margin an interim agreement with the Shasta Dam Area Public Utility District. The ratification, which took place on May 20, 1981, triggered implementation of an 8½ percent general wage increase and several equity increases retroactively to May 1, 1981. The 8½ percent wage increase is effective for the first eight months of 1981, with 1982 wages to begin bargaining this fall.

City of Oakland: The IBEW Bargaining Committee, led by Business Representative Veodis Stamps, has met with the representatives of the City of Oakland several times. The Committee, worked towards a June 30, 1981 expiration date, at press time had reached agreement on most issues except for the hard, economic issues. Details on these negotiations will be provided in the next issue of the Utility Reporter.

City of Berkeley: Despite an expiration date of June 30, 1981, negotiations with the City of Berkeley had yet to begin at press time. Business Representative Veodis Stamps reports that the recent City Council election in Berkeley and the subsequent firing of the former City Manager have been responsible for the delay in starting bargaining.

This summer will see bargaining begin with another four public agencies—the Nevada Irrigation District, the Glenn-Colusa Irrigation District, the Lindmore Irrigation District, and the Truckee Donner Public Utilities District. The progress of these negotiations, as well as updates on ongoing bargaining, will be provided in future issues of the Utility Reporter.

CP National settlement OK'd

By Orr Owens, Assistant Business Manager

On May 26, 1981, CP National members employed at Elko, Lassen, Needles and Winnemucca by a 7 to 1 margin, ratified the settlement reached at the bargaining table covering the Retirement Plan, Long Term Disability Plan and the Life Insurance Plan.

The settlement contains considerable improvements over present plans and contains the improvements and principals sought by Union's negotiating committee such as:

Retirement Plan
2. Removal of the "30 year cap" on credited service.
3. Improved retirement benefit formula and monthly benefits.
4. Improved early retirement factors and monthly benefits.
5. Retirement at age 62 with 30 years of service without penalty.
6. Credited Service to be the date of employment.

Long Term Disability
1. Improved monthly maximum benefit from $1,000 to $3,000.
2. Reduced employee premium from 64 percent to 36 percent on May 1, 1981 and to 20 percent on May 1, 1982.

Life Insurance
Effective May 1, 1983 Company will provide for paid coverage of two times the employee's annual base salary.

Term
Three year offer.

Union's negotiating committee consisted of Robert Aschoff, Robert Brownrigg, Mike Bureau, Darrel Mitchell and Orr Owens. The committee, based on the principals and improvements gained, recommended acceptance of the package.

Concord TV Cable ratifies 3-year pact

By Orr Owens, Assistant Business Manager

On May 28, 1981, Local 1245 members employed by Concord TV Cable, by a 7 to 1 margin, ratified the settlement reached at the bargaining table. The new three-year Agreement provides:

1. Improved monthly maximum benefit from $1,000 to $3,000.
2. Reduced employee premium from 64 percent to 36 percent on May 1, 1981 and to 20 percent on May 1, 1982.

Other highlights of the settlement includes:
1. A service anniversary vacation bonus of five work days after 10 years of service and in each succeeding five years of continuous service.
2. Improvements in vacation deferral provisions.
3. At employee's option, compensatory time off at a rate of one and one-half (1½) hours per overtime hour worked.
4. Improvements in the grievance procedure, contracting out clause, discrimination clause, hours clause.
5. All hours worked in excess of twelve (12) hours will be paid at double time (2X) rate of pay.

Union's negotiating committee members Robert Powers W. "Bud" Tlemat and Business Representative Bill Twohey should be commended for their efforts for a job well done.
Bylaw Change Notice

Pursuant to Article XVI, Section (l), of the Local Union Bylaws, the following Bylaw Amendment will be voted upon at the August 1981 Unit Meetings:

Article XII Assessments - Admission Fees - Dues
Sec. 6 The monthly dues shall be:

<table>
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<tr>
<td>(a) &quot;A&quot; Members</td>
<td>All Classifications $1.00 (includes 2% Gross Wages)</td>
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<td>(b) &quot;A&quot; and &quot;BA&quot; Members</td>
<td>Utility Division $2.00 (includes $1.00 Per Month for membership in the General Fund)</td>
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<td>*Monthly rate less than $550.00 Per Month</td>
<td>$2.00 (includes $1.00 Per Month for membership in the General Fund)</td>
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*The basic monthly rate of pay for members on a weekly rate shall be deemed to be 4.33 times the weekly rate, and for members on an hourly rate it shall be deemed to be 173.35 times the hourly rate. Provided, however, that members employed on a part-time basis may petition the Executive Board for pro-rata refund based on actual earnings, in accordance with such rules as the Board may adopt.

(c) Applicable International per capita and all assessments to be paid in addition to the above dues.

(d) Unemployed members and members working outside the jurisdiction of Local 1245 shall pay basic dues only plus the International payments provided for in (c) above. Employed members who are eligible for withdrawal, as provided for in Article XXVI of the Constitution of the IBEW, who prefer to keep their membership in the Local Union, shall pay $2.00 per month in addition to the basic dues, and the applicable International per capita as provided in (c) above.

(e) All members of the IBEW shall pay working dues as provided for above when working in the jurisdiction of Local 1245.

(f) Basic Dues are payable monthly in advance.

(g) Working Dues for the preceding month are due and payable not later than the regular meeting of the month following the period worked.

(h) All members working on Outside Construction jobs shall maintain type "A" memberships.

(i) Each month's dues shall include 10¢ to be placed in the General Fund for the subscription to the Union publication presently known as the "Utility Reporter."

OUTSIDE LINE

By Bill Twohey, Business Representative

IN MEMORIAM
Brother Earl H. Overman "Pat" March 17, 1920-May 25, 1981. Overman had been a member of IBEW since 1933, had completed his apprenticeship in Iowa, and transferred his card to Local Union 1245 in 1980. His wife, Grace, requests that any donations in his memory be made to the Heart Fund in Modesto, CA.

REMINDER
Outside Construction members are reminded to update their LINECO Basic Data cards at least once a year, and mail them to LINCO. In case of separation, divorce, death and births, it is very important to have a current Basic Data card on file.

REFUNDS
Dental Refunds will be mailed out soon. In order to insure proper delivery of these checks, it is imperative that current addresses are on file at the local. We need addresses for the following members:

David Allen, Gary Nolen, Verne Retzlaff. Please contact the Dispatch Office, 415 933-7121, or write a letter, giving us current information.

AROUND THE CAPITAL

By Tom Dalzell, IBEW 1245 Staff Counsel

Of particular interest to Local 1245's approximately 1800 members employed by 27 cities, irrigation districts, utility districts and other local public agencies throughout California is Assembly Bill 1721 (AB 1721), sponsored by Assemblyman Bill Lockyer (Dem. - Oakland), a long-time friend of Labor and Local 1245. If passed, AB 1721 would greatly improve California's laws governing bargaining between public employees and local public agencies.

Labor relations between local public agencies and their employees are presently controlled by the Meyers-Millias-Brown Act, just as labor relations in the private sector are governed by the National Labor Relations Act. Although the Meyers-Millias-Brown Act was once considered one of the strongest public employee bargaining laws in the United States, time has passed, times have changed, but Meyers-Millias-Brown has not.

In the last five years, California's State employees, school employees, and higher education employees have all won bargaining rights which are much stronger than those given local agency employees under Meyers-Millias-Brown. Local agency employees, including many Local 1245 members, have been left behind.

Assemblyman Lockyer's AB 1721 would vastly improve the bargaining rights of all local agency employees except for police officers (who wish to stay under Meyers-Millias-Brown). Highlights of AB 1721 include the following:

- Meaningful bargaining rights. Meyers-Millias-Brown requires only that local agencies "meet and confer" with their employees before deciding on wages, hours, and other working conditions. AB 1721 would put some real teeth into the local agency bargaining, which as our public sector members know, are forced by law to represent all employees a large number of free riders take advantage of Union benefits without contributing a single cent in dues or agency fees, and by law, these benefits are provided without contributing a single cent in dues or agency fees to the Unions which are providing bargaining expertise, contract administration, grievance and arbitration representation and other services.

At press time, AB 1721 had passed its first test, a vote in the Assembly Public Employment and Retirement Committee, and was headed for its next vote in the Assembly Ways and Means Committee. Local 1245, along with the California Labor Federation and numerous other AFL-CIO Unions, is strongly supporting AB 1721 because of the enormous improvement which it would bring to local public agency employees. Future issues of the Utility Reporter will contain updates on AB 1721's progress, and if necessary a request for help from Local 1245 members in convincing local legislators to support Assemblyman Lockyer's Bill.


Seventh Inning Stretch.

Rocky Porter, manager, B-team second place winners.
draws big crowd

Active volunteers Mr. & Mrs. Tom Teeters.


Livermore Pizza Arcade, B-team first place winners.

Business Manager Jack McNally prepares to handout trophies.

Modesto Irrigation District, B-team second place.

Ron Fitzsimmons, left, and Robert Rubio, member A-team second place winners.
Volunteers sought for Cellon study

In July the National Institute for Occupational Safety and Health will conduct a survey seeking to learn the effects that working on Cellon-treated poles has on our members.

Some 200 volunteers are being sought to participate initially from the PG&E East Bay, Stockton, and possibly San Joaquin Divisions. Information sheets detailing the survey and consent forms will be distributed at PG&E yards to approximately 700 workers.

IBEW Local 1245 encourages members to volunteer so that hazards can best be documented—and ultimately corrected for the protection of our members. Workers from the Electric and Gas Transmission and Distribution Departments are being contacted. A control group will be selected from Gas workers because they have not been occupationally exposed to Cellon-treated poles.

Those interested in volunteering should fill out consent forms to the Local in stamped envelopes that will be provided with the forms. Business Representative Ron Fitzgerald and Industrial Hygienist Juliann Sum are coordinating participation by the Company with NIOSH.

Data gathering will take a total of approximately three weeks, and only male subjects will be used due to body chemistry differences between men and women. Actual participation will take about one hour per volunteer and will involve blood and urine samples and a medical questionnaire interview.

No wages will be lost for participating. Crews will be planned several days in advance during the time of the survey to minimize interference with work assignments. IBEW has been working on documenting possible hazards related to working on Cellon-treated poles for many years. The Local Union notified NIOSH of these hazards in January 1980.

In addition to the survey, NIOSH investigators have initiated inquiries with the Company and Union into the possibility of researching records of current and past employees who've been exposed to pentachlorophenol to determine possible association of increased death rates with pentachlorophenol exposure.

Possible video display hazards cited

By Juliann Sum, IBEW Local 1245 Industrial Hygienist

Workstation deficiencies and stress factors have been uncovered in studies of medical problems reported by video display terminal operators, or VDTs, which resemble television screens connected to typewriter keyboards, are used by more than 5 million U.S. clerical workers to store and retrieve banks of computerized information.

Visual disturbances and eye irritation associated with intense visual requirements of the job, muscular strain caused by awkward posture requirements and repetitive motions, and stress health effects have been reported by members of numerous unions participating in scientific studies.

Preliminary findings by the National Institute for Occupational Safety and Health on workstation conditions include recommendations that chairs, keyboards, and screens be moveable and adjustable in height, distance, and viewing angle. Screen output be adjustable in brightness and contrast, lighting fixtures, windows, and screens be modified to reduce glare, rest breaks be scheduled, and medical eye examinations be provided on a regular basis.

NIOSH and Food and Drug Administration researchers have determined that VDTs do not pose significant radiation hazards. However, the Newspaper Guild has requested support from Congress for further investigation into health effects that may be occurring at exposure levels below the current legal limit.

High stress levels due to job content factors have been uncovered in the NIOSH studies. Factors such as rigid time limitations, heavy work, and has worked periodically on the Natural Resources Committee in the past, and a member of the OA Unit 2317.

Mark Smith, a former Gas Transmission Technician out of PG&E Pipeline Operations, Antioch, has recently been appointed Business Representative in charge of East Bay Clerical, East Bay Power Plants, Standard Pacific Pipelines, East Bay Substation Operations, and Pipeline Operations, replacing Business Representative Scott Thomas who has been reassigned.

A native of the Bay Area, Smith joined Local 1245 in 1965. He has been a Shop Steward for nine years and has served on various committees including the Pipeline Joint Grievance Committee in 1974, the Ballot Committee in 1977, and has worked periodically on the Gas Control Mechanic Apprentice- ship Committee. Smith has also been unit recorder, vice chairman and most recently, chairman of Antioch Unit #2317.

"I can see how the union has vastly improved since the early days," said Smith. "Now they have communications programs and Steward education and training. I think Local 1245 is run very efficiently."

One of the most significant achievements Smith has accomplished is helping to organize a clerical bargaining unit in Pipeline Operations. The clerical workers were dissatisfied with their working conditions and approached Smith for help in organizing. Between many after-hours meetings, the vote went out, with Local 1245 winning over 70 percent of the clerical unit vote.

"We need to educate the membership on what we are doing," said Smith.

Smith and his wife Donna, have six children: Raymond, 18, Eileen, 17, Kristine, 15, Mark, 13, Kyle, 13, and Tanya. 6. Donna is a Girl Scout Leader, and a member of the Oak- ley School District Site Council and Advisory Council.