



UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

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 mem-

bers 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.

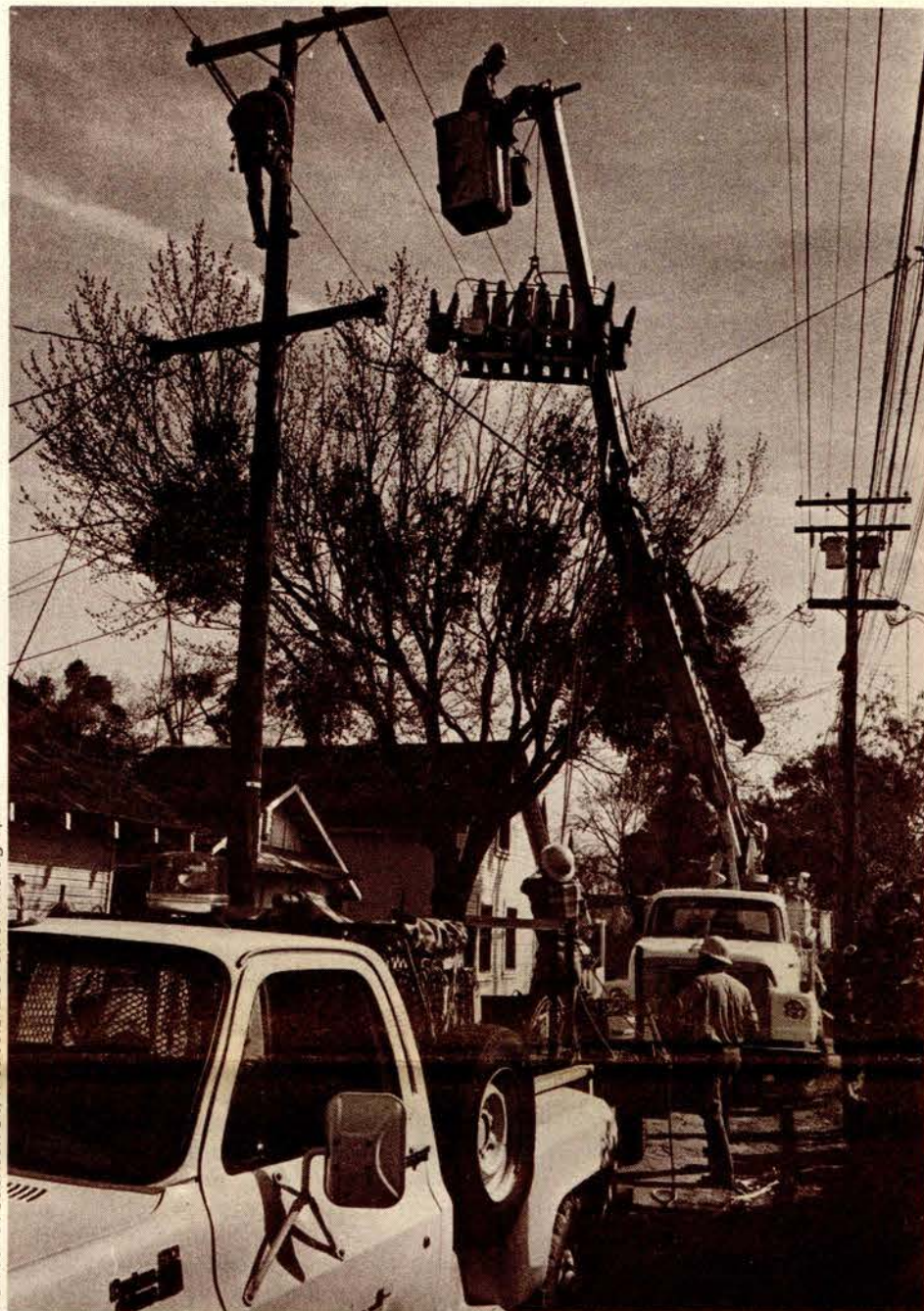
Although the committee did not agree on all sections of the standard, various facts, opinions, and recommendations were offered to the Division regarding PCB doses and health effects and needs for adequate training, protective equipment and clothing, and appropriate communication between employers and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

See page 4



Forrest G. Jackson Jr., Modesto Bee Chief Photographer

Local 1245 members in the Modesto Irrigation District were recently featured in this photo in the *Modesto Bee* when they removed the last of 1266 capacitors containing toxic PCBs from the area. Overhead are Journeymen Bob Chapman, on the pole, and Randy Inderbitzen in the bucket. On back of truck is Eddie Cox, Line Truck Driver, and Jerry Gardner, Working Foreman is on the ground.

Arbitration awards won by Local Union

\$110,000 in back pay and damages goes to members

By Susan Gwinn, Law Intern

In the past few months Local 1245 has won a string of PG&E arbitration decisions resulting in backpay awards totalling some \$56,431 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 sick leave 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-demotion penalties were also restored to their for-

mer classifications with full back pay.

Arbitration is a lengthy, and expensive process. Once the decision to arbitrate a grievance is reached, both union and company must agree on which arbitrator to choose from its standing panel of 10. The choice of an arbitrator is often arrived at after considerable discussion between the parties. After agreement is reached, the selected arbitrator must be contacted and a hearing date scheduled. Setting the date requires coordinating the crowded schedules of attorneys and arbitrators; a process over which the union has little control. The average case may take four to five months to reach the hearing date.

The hearing is informal com-

pared to regular courtroom procedures. At the hearing both sides present their evidence in the form of witness testimony and documentation, 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 verbatim 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 backpay award under the "make whole" concept.



YOUR LEGAL RIGHTS

By Sanford N. Nathan, Esq. — Neyhart, Anderson, Nussbaum, Reilly & Freitas, P.C.

Utility Reporter

VOLUME XXIX NUMBER 6
Circulation: 24,000

(415) 933-6060

Business Manager
& Executive Editor

JACK McNALLY

Managing Editor

CAROL BEDSOLE

Executive Board

Howard Stiefer

Nannette Dominguez

Jay Burton

William Peitz

Charles Kasper

Barbara Symons

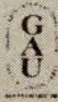
Kathy Tindall

Ray Friend

Published monthly at 3063
Citrus Circle, Walnut Creek,
California 94598. Official
publication of Local Union 1245,
International Brotherhood of
Electrical Workers, AFL-CIO,
P.O. Box 4790, Walnut Creek,
CA 94596.

Second Class postage paid at
Walnut Creek and at additional
mailing offices. USPS No.
654640. ISSN No. 0190-4965.

POSTMASTER: Please send
Form 3579, Change of Address,
and all correspondence to
Utility Reporter, P.O. Box 4790,
Walnut Creek, CA 94596.



CREDITS

Contributing Writer, Researcher:
Jean Fudem, Communications
Intern

Credit: Research page two
legal article: Martin Dodd.

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 employment rights and benefits has become a major issue for workers. In 1979, 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 with many other areas in employment, the law is only a complement 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 employees 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 a woman be fired or denied 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 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 the employees use of their accumulated sick leave. 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 weeks before, and six weeks after, a normal birth. Further, if the mother wishes to nurse and her job in some way disables her breasts, then she is eligible for disability benefits. The law requires private disability plans to at least equal state benefits. Thus, PG&E must pay benefits under its plan for the same period of time. The Company 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 maximum period for continued pregnancy-related disabilities just as it would pay for any other long-term disability.

Under EEOC guidelines any health insurance plan 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 require that the same level of coverage for medical expenses paid under the plan generally to dependent spouses be extended to pregnancy-related expenses 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 disability 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.

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 agreements with PG&E state that the Company shall, if practical to do so, offer disabled workers "light work" at the rate of pay for that work. This provision gives the Company discretion to deny such work but it would be a violation of the law for the Company to regularly offer "light work" to other employees unable to do their full job, but regularly deny "light work" to pregnant employees doing the same type of job. In the past, pregnant employees in the field at PG&E have been given office work when they could no longer fulfill their other job duties. Pregnant employees might

at work

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. But 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 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.

40 YEARS



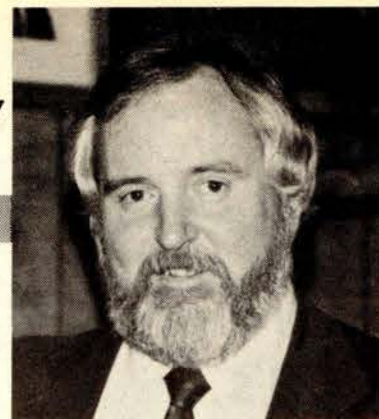
LOCAL 1245

PROUD

POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



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 staffers Ron Fitzsimmons, Joe Valentino, Frank Saxsenmeier, and Bill Twohey, 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
- Gary Abrahamson
- Pat Rutherford
- Virginia Browne
- Ann Kools
- Steve Lee
- Juliann Sum

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

Jack McNally

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

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 exposures 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 dele-

tion 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

amounts of PCBs would have seeped through.

Respiratory protection

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

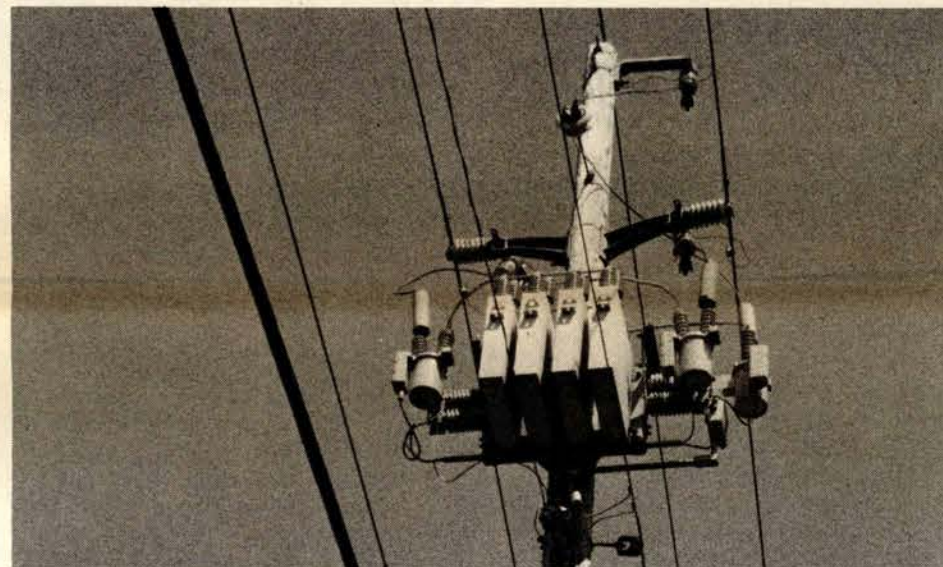
Employee decontamination

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 representa-



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

amounts of PCBs would have seeped through. Management representatives strongly oppose the proposal from labor representatives that employers 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.

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 that 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 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, our natural resistances to common illnesses such as colds and flus 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-

Health and Safety group hears more on stress

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 t.v.

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:

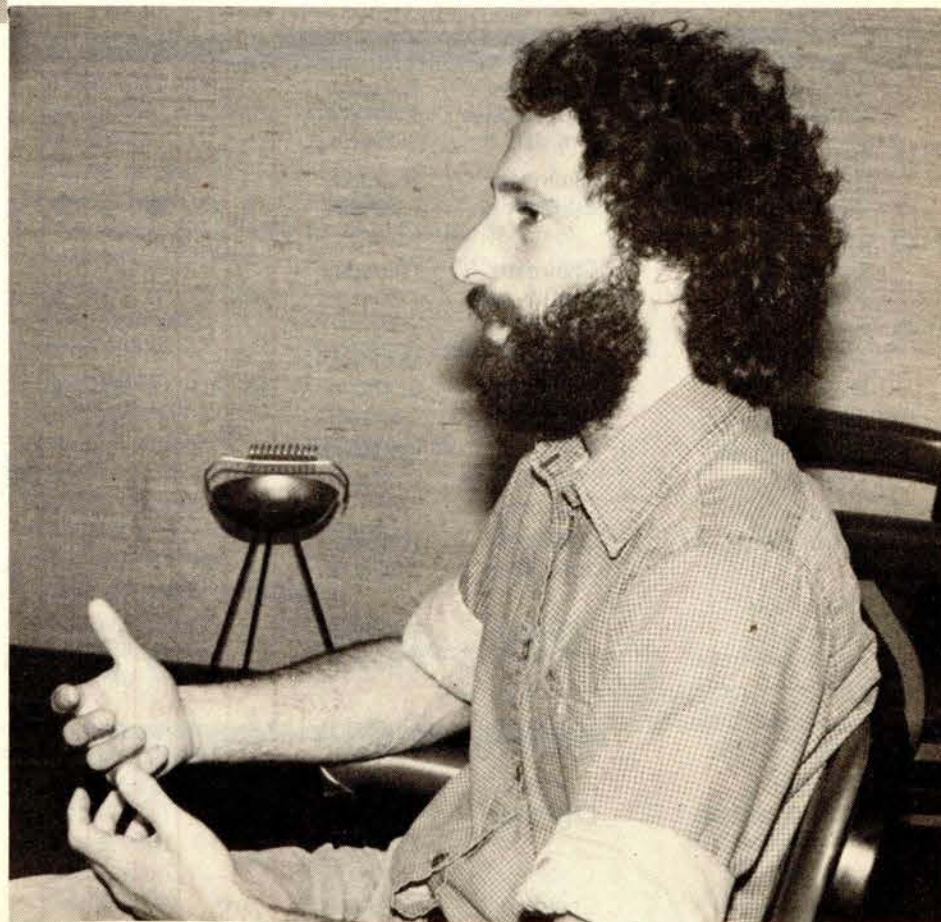
- lack of recognition for the work that is done.
- conflicting job demands from supervisors.
- violations of safety standards and exposure to unsafe working conditions.
- harassment on the job.
- speed-ups.

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) 653-6166, 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.



Juliann Sum and Steve Lee.



Bill Attinger, left, Bob Daniels, new committee member; Back, and Ron Ftizsimmons. Committee members unable to attend the meeting include Joe Aquilio, Olga Estrella and Jackie Gribble.

				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
San Joaquin									
1111	FRESNO Cedar Lane Bowl Cedar & Shields	Chairman: Tom Thomas	Tuesday 5:30 p.m.	7	4	1	6	3	1
1112	BAKERSFIELD Central Labor Council 200 W. Jeffrey	Chairman: Ed Mallory	Thursday 7:30 p.m.	9	13	10	8	12	10
1113	MADERA DiCicco's 516 So. I St.	Chairman: John Souza	Thursday 7:30 p.m.	2	6	3	1	5	3
1117	WASCO Roundup Club Hwy. 46	Chairman: T. O. Caterlin	Monday 5:30 p.m.	13	10	14	12	9	14
1118	CRANE VALLEY Wagon Wheel Oakhurst	Chairman: Harold Stein	Wednesday 7:30 p.m.	1	5	2	7	4	2
1119	BALCH Power House	Chairman: John Yaws	Thursday 5:30 p.m.	14	11	8	13	10	8
1121	COALINGA Power Club Jayne & Merced	Chairman: S. Gillespie	Tuesday 7:30 p.m.	14	11	15	13	10	15
1122	MERCED IRRIGATION DISTRICT Pine Cone Coffee Shop 2000 E. Childs	Chairman: John Goodson	Thursday 7:30 p.m.	9	13	10	8	12	10
1123	MERCED Teamsters Hall 740 West 19th St.	Chairman:	Thursday 7:30 p.m.	9	13	10	8	12	10
1124	LOS BANOS Fireman's Hall 520 "J" Street	Chairman: Tom Hunt	Wednesday 7:30 p.m.	8	12	9	14	18	9
Coast Valleys									
1211	SALINAS American Legion Hall 14 W. Laurel Dr.	Chairman: J. Collenback	Tuesday 7:00 p.m.	7	4	8	6	3	1
1212	MONTEREY Two Guys From Italy 2030 Fremont St.	Chairman:	Wednesday 5:00 p.m.	22	19	23	21	18	16
1213	KING CITY Pozzi's Stampede 207 Broadway	Chairman: Dick Manley	Thursday 5:00 p.m.	23	20	24	22	19	17
1214	MOSS LANDING Odd Fellow Hall 17-A East Beach Watsonville	Chairman: Harold Walker	Thursday 5:00 p.m. ²	9	6	10	8	5	3
1215	SAN LUIS OBISPO Motel Inn 2223 Monterey St.	Chairman: R. Hernandez	Wednesday 7:00 p.m.	15	12	16	14	18	16
1216	SANTA MARIA Vanderberg Inn 1316 So. Broadway	Chairman: Donald Woods	Thursday 8:00 p.m.	16	13	17	15	12	17
1217	PASO ROBLES Paso Robles Inn 11 & Spring St.	Chairman: T. Tweedie	Tuesday 7:00 p.m.	14	11	15	13	10	15
1219	HOLLISTER Paine's Restaurant 421 East	Chairman: J. Johnson	Wednesday 5:00 p.m.	8	5	9	7	4	2
1220	DIABLO CANYON San Luis Bay Inn Avila Beach	Chairman: D. Cannon	Monday 5:00 p.m.	13	10	14	12	9	14
Pipe Line									
1311	BARSTOW V.F.W. Club Room 25214 W. Main St.	Chairman: Vern Cooke	Wednesday 5:00 p.m.	1	5	2	7	4	2
1312	NEEDLES Eagles Hall Front Street	Chairman: A. Frazier	Thursday 5:00 p.m.	2	6	3	1	5	3
Santa Clara									
1411	CITY OF SANTA CLARA Clover Hall 99 N. Bascom	Chairman: B. Blankenship	Thursday 5:30 p.m.	9	13	10	8	12	10
San Jose									
1511	SAN JOSE Clover Hall 99 N. Bascom	Chairman: R. Fitzpatrick	Tuesday 8:00 p.m.	7	4	1	6	3	1
1512	BELMONT Good Shepherd Hall 1336 5th Ave.	Chairman: Robert Barre	Wednesday 8:00 p.m.	8	12	9	14	18	9

				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
1513	SANTA CRUZ Arion Hall 230 Plymouth St.	Chairman: Don Skinner	Tuesday 8:00 p.m.	14	11	8	13	10	8
1514	SAN JOSE AREA GENERAL CONSTRUCTION Clover Hall 99 N. Bascom	Chairman: D. McKinley	Tuesday 6:00 p.m.	14	11	15	13	10	8
1515	GILROY Sambo's 6120 Monterey St.	Chairman: Clark Dotson	Thursday 7:00 p.m.	2	6	3	1	5	3
4411	DAVEY TREE-LAS VEGAS IBEW Hall 4321 E. Bonanza Road	Chairman: R. Freeman	Wednesday 7:00 p.m.	1	5	2	7	4	2
4412	DAVEY TREE-SAN JOSE Clover Hall 99 N. Bascom	Chairman: Don Firth	Tuesday 7:00 p.m.	21	18	15	20	17	15
City of Oakland									
2211	OAKLAND GENERAL Edgewater-Hyatt House 455 Hegenberger Rd.	Chairman: Ralph Murphy	Thursday 5:00 p.m.	9	13	10	8	12	10
East Bay									
2311	OAKLAND Edgewater-Hyatt House 455 Hegenberger Rd.	Chairman: Robert Rochel	Tuesday 7:00 p.m.	7	4	1	6	3	1
2312	EAST BAY GENERAL CONSTRUCTION Edgewater-Hyatt House 455 Hegenberger Rd.	Chairman: A. Washington	Wednesday 6:00 p.m.	1	5	2	7	4	2
2314	HAYWARD Holiday Bowl 29827 Mission Bl.	Chairman: Chris Cothran	Wednesday 8:00 p.m.	8	12	9	14	4	9
2315	LIVERMORE Eagles Hall 527 N. Livermore Ave.	Chairman: Gary Asbe	Thursday 7:00 p.m.	2	6	3	1	5	3
2316	CONCORD I.B.E.W. Local 1245 3063 Citrus Cir. Walnut Creek	Chairman: Dick Hoyer	Thursday 7:30 p.m.	9	13	10	8	12	10
2317	ANTIOCH Fiberboard Club 2nd & L Street	Chairman: Phil Brooks	Tuesday 7:00 p.m.	14	11	15	13	10	8
2301	EAST BAY CLERICAL Holiday Inn 1800 Powell St. Emeryville	Chairman: Mike Burgess	Wednesday 6:00 p.m.	8	19	16	14		9
San Francisco									
2401	SAN FRANCISCO CLERICAL Sheraton Palace Hotel Market & New Montgomery	Chairman: E. Vallejo	Wednesday 5:30 p.m.	8	12	9	14	12	9
2412	SAN FRANCISCO War Memorial Center 6655 Mission St. Daly City	Chairman: S. Lee	Wednesday 7:30 p.m.	1	5	2	7	4	2
Stockton									
2511	STOCKTON Jesters Club 6011 N. West Ln.	Chairman: Paul Gomez	Thursday 7:30 p.m.	9	13	10	8	12	10
2512	ANGELS CAMP Veterans Hall Main Street	Chairman: Harold Foley	Thursday 5:00 p.m.	2	6	3	1	5	3
2513	JACKSON Native Sons Hall Court Street	Chairman: D. Armstrong	Wednesday 7:30 p.m.	10 ⁹	5	2	7	4	2
2514	TRACY Norms Pizza Parlor 2227 Tracy Blvd.	Chairman: William Miller	Wednesday 5:00 p.m.	8	12	9	14	18	9
2515	MODESTO Sundial Lodge 808 McHenry, Rm. #138	Chairman: Litha Saunders	Wednesday 7:30 p.m.	8	12	9	14	9	9
2516	LODI Cosmopolitan Rest 620 Cherokee Ln.	Chairman: D. L. Jennings	Tuesday 7:30 p.m.	14	11	8	13	10	8
2517	SONORA Wagon Wheel 128 S. Washington	Chairman: Joe Robinson	Tuesday 7:30 p.m.	7	4	1	6	3	1
2518	MODESTO IRRIGATION DISTRICT Sundial Lodge 808 McHenry, Rm. #138	Chairman: David Pittman	Tuesday 7:30 p.m.	14	11	8	13	10	8

1245 UNIT MEETINGS

PLAN TO ATTEND

Pacific Gas Transmission				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
3021	SANDPOINT Traveler's Hotel	Chairman: R. E. Hess	Wednesday 7:00 p.m.	8	12	9	14		9
3023	WALLA WALLA Touchet Fire Station	Chairman: Larry Thomas	Wednesday 7:00 p.m.	8	12	9	14		9
3024	REDMOND Grizzley Bear Pizza 413 W. Glacier St.	Chairman: Odie Walters	Thursday 7:00 p.m.	9	13	10	15	12	10

Humboldt				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
3111	EUREKA Labor Temple 9th & E Streets	Chairman: Barry Jensen	Tuesday 5:00 p.m.	14	11	8	13	17 ¹	17
3112	GARBERVILLE Fireman's Hall Locust Street	Chairman: Allen Weber	Thursday 5:00 p.m.	16	13	10	15	12	10
3113	WILLOW CREEK ⁴ Willow Inn Conf. Room	Chairman: C. Fleming	Thursday 5:00 p.m.	23	20	17	22	19	17

Shasta				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
3212	REDDING Hospitality House 532 N. Market	Chairman: Rex Vaughn	Tuesday 7:30 p.m.	7	4	1	6	3	1
3213	BURNEY Woodworker's Hall	Chairman: Will Rodriguez	Thursday 7:30 p.m.	16	13	10	15	12	10
3216	TRINITY New York Hotel Weaverville	Chairman: A. W. Wells	Tuesday 7:30 p.m.	14	11	8	13	10	8

Nevada				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
3311	RENO IBEW Hall 2713 E. 4th St.	Chairman: Don Moler	Wednesday 7:30 p.m.	1	5	2	7	4	2
3312	CARSON CITY Carson Fire Station	Chairman: Darrel Plank	Monday 6:00 p.m.	6	10	8 ¹	12	9	7
3313	YERRINGTON Catholic Center	Chairman: Edward Alf	Tuesday 6:30 p.m.	7	4	1	6	3	1
3314	SOUTH LAKE TAHOE Moose Lodge	Chairman: Ralph Kostka	Thursday 6:30 p.m.	2	6	3	1	5	3
3315	ELY Mt. Wheeler Fire Dept. Mtg. Hall	Chairman: Don Strausburg	Tuesday 4:15 p.m.	14	11	15	13	17	15
3316	RENO MANUFACTURING Carpenter's Hall 1150 Terminal Way	Chairman: Janice Davis	Thursday 4:45 p.m.	9	6	10	8	12	10
3318	ELKO Stockmen's Hotel Elko	Chairman: P. Wastun	Wednesday 7:30 p.m.	15	12	16	14	18	16

DeSabra				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
3411	CHICO Retail Clerks Hall 1st & Sheridan	Chairman: Tom Conwell	Tuesday ⁵ 7:30 p.m.	7	4	1	6	3	1
3412	QUINCY ⁴ Moons Restaurant Lawrence St. Stone Building	Chairman: Al Harte	Wednesday 7:00 p.m.	8	5	2	7	4	2
3417	PARADISE Forbes' Garage 5570 Vista Way	Chairman: A. Gonsalves	Thursday 7:30 p.m.	9	6	3	8	5	3

Drum				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
3511	AUBURN Moose Lodge Sacramento & High	Chairman: Ted Smith	Wednesday 5:00 p.m.	8	12	9	14	4 ¹	9
3512	ROSEVILLE Villa Rosa Restaurant 1704 Douglas Bl.	Chairman: George Fritz	Monday 5:00 p.m.	13	10	14	12	9	7
3513	GRASS VALLEY Nevada County Sportsman Banner Mtn. Trail	Chairman: Willis Webber	Tuesday 7:00 p.m.	14	11	8	13	10	8

Marysville				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
3611	MARYSVILLE Petrocelli's 1235 Bridge St. Yuba City	Chairman: Jack Osburn	Tuesday 6:00 p.m.	7	4	1	6	3	1

North Bay				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
3711	MARIN COUNTY Sams, 209 Third Street San Rafael	Chairman: R. Madden	Thursday 5:30 p.m.	9	13	10	8	12	10
3712	SANTA ROSA Labor Center 1706 Corby Ave., Santa Rosa Ave. Off Ramp	Chairman: Howard Stiefer	Tuesday 8:00 p.m.	7	4	1	6	3	1
3714	UKIAH Ukiah Grange South State	Chairman: R. Wattenburger	Wednesday 7:30 p.m.	8	5	2	7	4	2
3715	LAKEPORT Bank of Lake County Main St., Lakeport	Chairman: Kenneth Urso	Tuesday 8:00 p.m.	7	4	1	6	3	1
3716	NAPA ⁶ Elmers Colonial Pancake & Steak House 4175 Solano Ave.	Chairman: P. Frasher	Tuesday 7:00 p.m.	14	11	8	13	10	8
3717	FORT BRAGG—PT. ARENA Masonic Temple ⁷ N. McPherson St. Ft. Bragg	Chairman: D. C. McDonnell	Thursday 5:00 p.m.	9	6	3	8	5	3

Sacramento				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
3811	SACRAMENTO Local Union Office 1414 21st St.	Chairman: Vic Badasow	Tuesday 7:30 p.m.	7	4	1	6	3	1
3812	VACAVILLE Brigadoon Lodge 1571 E. Monte Vista	Chairman: Arthur Murray	Thursday 7:00 p.m.	9	13	10	8	12	10
3813	PLACERVILLE Hangtown Saloon & Country Kitchen 359 Placerville Dr.	Chairman: Henry Garcia	Wednesday 5:00 p.m.	8	12	9	14	4 ¹	9
3815	DAVIS G.C. Gallery Veterans Memorial Center 203 East 14th St. Club Room	Chairman: N. Dominguez	Wednesday 5:00 p.m.	1	5	2	7	4	2
3011	SACRAMENTO REGIONAL TRANSIT IBEW Office 1414 21st Street	Chairman: W. Duval	Wednesday 5:00 p.m.	8	12	9	14	11	9
3911	SACRAMENTO MUNICIPAL UTILITY DISTRICT Dante Club 2330 Fair Oaks Bl. Sacramento	Chairman: Dan Powell	Wednesday 4:30 p.m.	1	5	2	7	4	2
3912	FRESH POND (SMUD) Moose Lodge Hwy. 50-Frontage Road, Camino	Chairman: Russell Landino	Tuesday 4:15 p.m.	7	4	1	6	9 ⁸	1
3913	RANCHO SECO Reed's Barn 12554 Ede Ln. Herald, Ca.	Chairman: Mack Wilson	Tuesday 4:15 p.m.	14	11	8	13	10	8

Citizens Utilities Company				Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
4012	SUSANVILLE Grand Cafe Main Street	Chairman: Larry Newman	Tuesday ⁵ 7:30 p.m.	14	11	8	13	10	8
4013	ALTURAS Rancho Steak House Hwy. 299E	Chairman: C. Woznack	Wednesday 5:30 p.m.	15	12	9	14	25 ¹	9
4014	ELK GROVE Pizza Barn 8610 Elk Grove Blvd.	Chairman: Dave Morrison	Wednesday 5:30 p.m.	22	19	23	21	18	23
4015	BURNEY—C.U.C.C. Sams Pizza Hwy. 299E	Chairman: David Monath	Thursday 5:30 p.m.	16	13	10	15	12	10

General Construction
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.)

Trees
4411 under San Jose

¹Rescheduled due to Holiday
²Note time change
³Rescheduled due to Unit Motion
⁴New Unit

⁵Meeting day changed
⁶Re-established
⁷New meeting place
⁸Rescheduled due to Election Day

BARGAINING REPORT PUBLIC AGENCIES

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 City 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, Local 1245 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 full counter 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 to 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 retro-actively to May 1, 1981. The 8½ percent wage increase is effective for the final 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 Orv 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

1. Removal of Social Security offset.

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 Orv Owen. The committee, based on the principals and improvements gained, recommended acceptance of the package.

Concord TV Cable ratifies 3-year pact

By Orv Owens, Assistant Business Manager

On May 28, 1981, Local 1245 members employed by Concord TV Cable, by a 2 to 1 margin, ratified the settlement reached at the bargaining table. The new three-year Agreement went into effect on June 1, 1981.

The newly negotiated Agreement provides wage increases to all bargaining unit employees as follows:

- Effective 6/1/81—11.0 percent
- Effective 6/1/82—8.5 percent
- Effective 6/1/83—8.0 percent

The new Agreement established a new classification of Technician Grade V with a wage rate of \$10.25 per hour effective June 1, 1981 and wage adjustments on June 1, 1982 of 8.5 percent and 8 percent on June 1, 1983.

The new Agreement provides that Company shall increase its contribution towards the gross monthly premiums of the medical, dental and life insurance plans as

follows:

(1) Effective June 1, 1981, the Company shall pay ninety percent (90%) of the premium with a minimum payment of ninety-five dollars (\$95) per month and a maximum payment of one hundred and two dollars and fifty cents (\$102.50) per month.

(2) Effective June 1, 1982, Company shall pay ninety percent (90%) of the premium with a minimum payment of ninety-seven dollars and fifty cents (\$97.50) per month and a maximum of one hundred twelve dollars and fifty cents (\$112.50) per month.

(3) Effective June 1, 1983, Company shall pay ninety percent (90%) of the premium with a minimum payment of one hundred dollars (\$100) per month and a maximum payment of one hundred twenty dollars (\$120) per month.

Other highlights of the settle-

ment 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" Tleimat and Business Representative Bill Twohey should be commended for their efforts for a job well done.

Bylaw Change Notice

Pursuant to Article XVI, Section (f), 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:

	Basic Dues	Working Dues
(a) "A" Members Outside Construction All Classifications	\$1.00	Plus 2% Gross Wages
(b) "A" and "BA" Members Utility Division		
*Monthly rate less than \$550.00 Per Month	\$2.00	None
*Monthly rate over \$550.00 Per Month	\$2.00	Plus \$1.00 Per Month for each \$100.00 or fraction thereof in excess of \$550.00

*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 173.33 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's publication presently known as the "Utility Reporter."

APPOINTMENTS

Negotiating Committee

City of Lodi
Gary Mai
Mike Williams

Central Labor Council

Fresno-Madera
Tom Garcia
Ron Van Dyke
Bryan Le Gare
Dave Mills
Jan McCracken
Russ Frith

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 1948. He 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 Retzloff. Please contact the Dispatch Office, 415 933-7121, or write a letter, giving us current information.

AROUND THE CAPITAL LEGISLATIVE RECAP

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-Milias-Brown Act, just as labor relations in the private sector are for the most part controlled by the National Labor Relations Act. Although the Meyers-Milias-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-Milias-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-Milias-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-Milias-Brown). Highlights of AB 1721 include the following:

- Meaningful bargaining rights. Meyers-Milias-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 local agency bargaining, which as our public sector members know can often be extremely frustrating under Meyers-Milias-Brown.
- The establishment of certain conduct by the local agency as ille-

gal and the creation of an unfair labor practice procedure for local public employees to follow with the Public Employment Relations Board (PERB) in Sacramento. Under Meyers-Milias-Brown, there are no unfair labor practices and no Board to enforce the law against local agency employers.

- Placement of local agency employees under PERB for all matters such as representation elections, unit determinations, and unfair labor practices. Presently, local public employees are usually forced to accept the decision of their employer on questions concerning representation or unit determination. AB 1721 would take these matters out of the hands of the employers and put them in the hands of an uninterested, impartial board in Sacramento.

- Agency shop agreements. Presently, agency shop clauses are considered illegal under Meyers-Milias-Brown, and consequently at some local agencies where Unions 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 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.



Pork & Sons, A-team first place winners.



Pitt Power, A-team, second place.

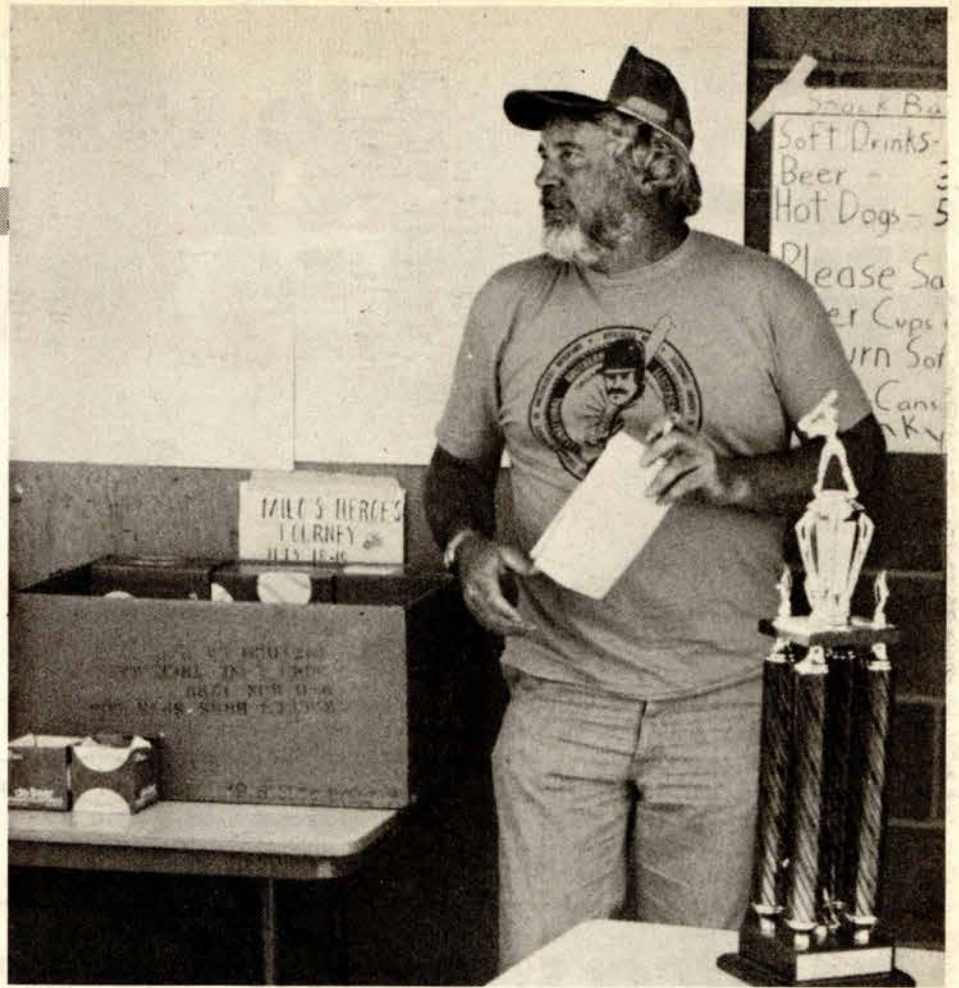
Pork & Sons, A-team, first place winners. Manager: Bob Sebring/Brad Stevens. **Members:** Fred Aguilar, Fred Cardial, Don Clark, Rick De La Cruz, Lory Ingols, Rodney Krick, Mike Lopez, Kent Rice, Jean Rounds, Greg Schaefer, Butch Schmidt, Brad Stevens, Rich Tabellijo, Dennis Tognetti, Dan Tucker, Dan Wheeler, Harvey Wibeto, Robin Wibeto, George Wolger.

Pitt Power, A-team, second place. Manager: Robert Rubio. **Members:** Richard Allen, Charles Flores, Frank Grillo, Steve Imhof, Ignacio Perez, Ray Perez, Al Quesada, Dave Quesada, Gean Tafoya, Pete Tafoya.

draws big crowd



Active volunteers Mr. & Mrs. Tom Teeters.



Business Manager Jack McNally prepares to handout trophies.



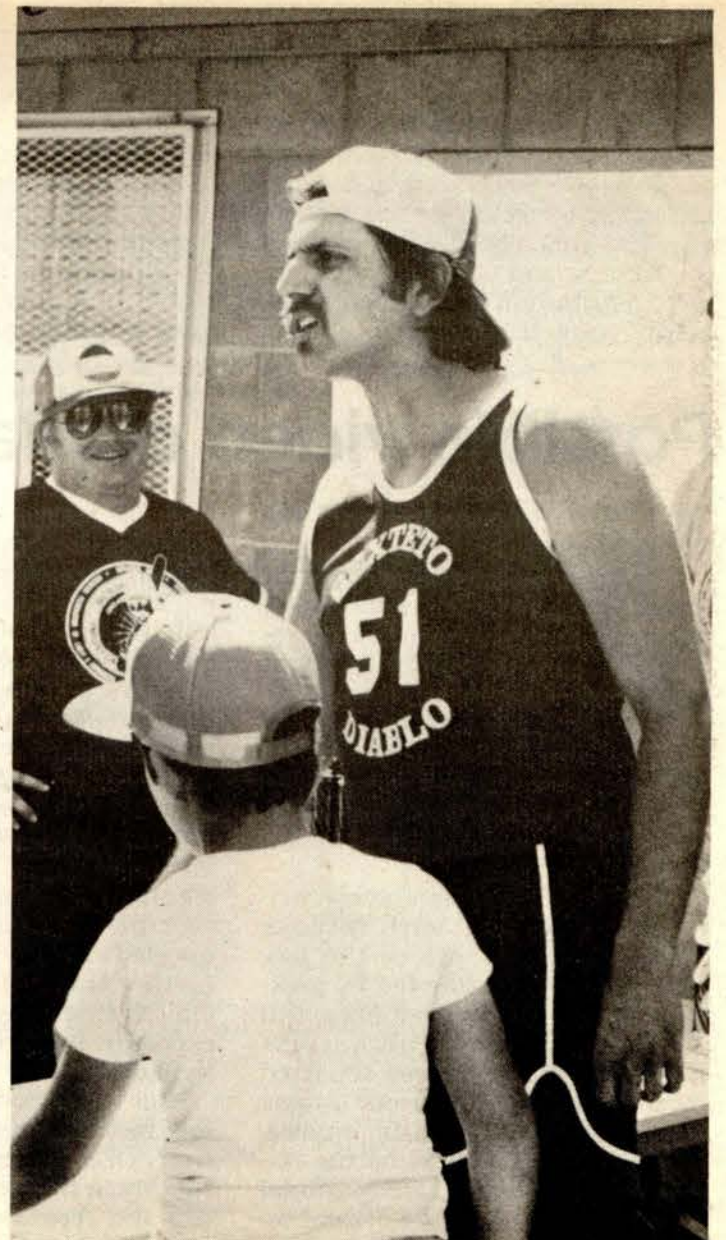
Livermore Pizza Arcade, B-team first place winners.

Livermore Pizza Arcade, B-team, second place. Manager: Ernie Campiotti. **Members:** Bob Ahlers, John Brasesco, Alex Campiotti, Ed Dorsey, Wally Higgins, Tonay Hurtado, Mike Lara, Duane Larson, Randy Silva, Kevin Smitherest, Dan Sofranic, Dave Sutherlin, Bill Warren.

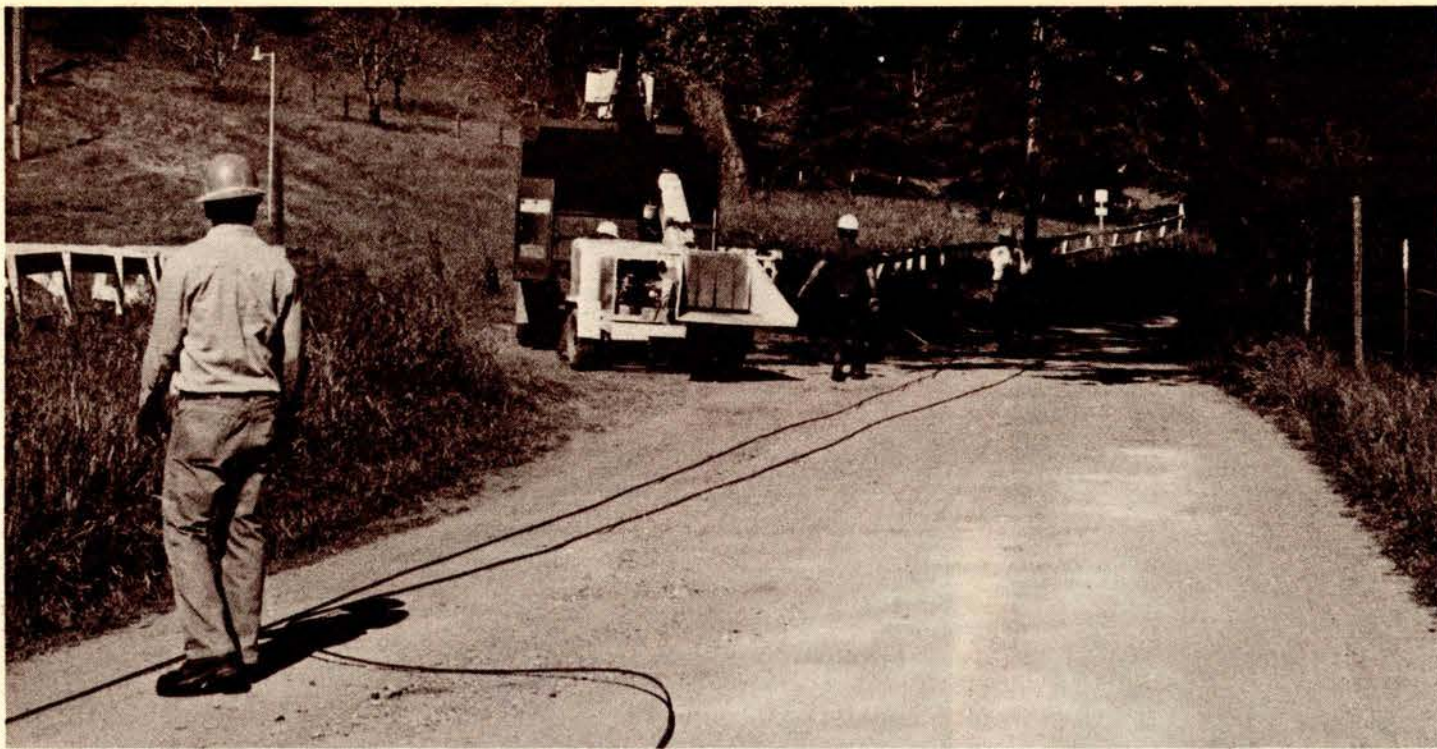
Modesto Irrigation District, B-team, second place. Manager: Rocky Porter. **Members:** Greg Allec, Mark Dobbin, William Druffel, Jim Duffy, Gary Fromm, Greg Hampton, Randy Inderbitzen, Steve Harvett, Kevin Jackson, Chuck Mount, Carl Nunes, Bryan Smith, John Traynham.



Modesto Irrigation District, B-team second place.



Ron Fitzsimmons, left, and Robert Rubio, member A-team second place winners.



Don McKinley

Twelve general construction Line Crews and nine Division crews from the Gilroy and Santa Cruz areas met recently in Corralitos, California to convert 100 miles of line to 2100 volts to increase the stable power in this small town. The job entailed changing 100 transformers when the lines were de-energized throughout

the entire town from 6:30 A.M. to 3:30 P.M. Pictured foreground is Bob Davis, Sub Foreman A, PG&E. It was a joint project with Davey Tree cutting back the area so the General Construction crews could work.

Mark Smith new staffer

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 Apprenticeship Committee. Smith has also been unit recorder, vice chairman and most recently, chairman of Antioch Unit #2317.

Smith first became a Shop Steward after his Steward was transferred out. Gaining knowledge in union procedures, Smith became more interested as time went on.

"I can see how the union has vastly improved since its 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 Oakley School District Site Council and Advisory Council.



Mark Smith

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 Jose Divisions. Informational 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 return consent forms to the Local in stamped envelopes that will be provided with the forms.

Business Representative Ron Fitzsimmons 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.

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 limits.

High stress levels due to job content factors have been uncovered in the NIOSH studies. Factors such as rigidity in the work system, monotony and repetition, high and constant workload demand, and little identification with the work prod-

uct contribute to boredom, dissatisfaction, fatigue, irritability, and overall prolonged stress which may result in headaches, body pains, increased susceptibility to illness, arthritis, colitis, ulcers, high blood pressure, heart attacks, and strokes.

Since 1978, unions in the Bay Area have organized the VDT Coalition to support scientific studies of VDT hazards and exchange information that may later be used in legislative and regulatory lobbying or in collective negotiations with employers.

If you are experiencing stress and medical conditions related to VDT operation, or know others who are experiencing these problems, please contact the Local Union through your business representative so that we can be informed of the magnitude of these problems in our membership and thus take appropriate action.