Local 1245 calls for ban on climbing pine poles

By Ron Fitzsimmons
Local 1245 Health & Safety Representative

IBEW Local 1245 is calling for a ban on climbing pine poles.

The Local strongly opposes the recent move by PG&E to attempt to lift the existing climbing moratorium on Carney pine poles, and disputes the testing procedures recently submitted by PG&E to the state Occupational Safety and Health Administration.

The Union has alerted Cal-Osha that the Local will continue to instruct its members to refuse to climb the poles, and to insist on using bucket trucks when work is required on Carney pine poles.

The moratorium has been in effect since the fatality on May 30, 1980 of member Richard Spiesman, a victim of a Carney-pine pole break.

The Union in a recent report to Cal-Osha indicated that following Spiesman's death, PG&E stated that they had taken immediate voluntary actions to mitigate the problem of unexplained breaking of chromated copper-arsenate treated pine poles.

However members had brought up the problem of an increasing number of pine pole breaks at a July 1970 safety meeting in Fresno headquarters.

The employees were then told that the Company would look into the problem.

In May of 1980 it was brought to the Company's attention that three pine poles broke on the following dates: 1) May 13, 1980; 2) May 12, 1980; and 3) May 13, 1980.

All breaks occurred for no apparent reason. The Company apparently did not respond to this information. Tom Garcia, Lineman, San Joaquin Division of PG&E, brought this problem up at a Shop Stewar ds' Training Conference on May 17, 1980.

On May 27, 1980, Local 1245 discussed the problem at a Joint Labor Management Health and Safety Meeting whereby the local union told PG&E that the members would be instructed not to climb the Carney pine poles. Unfortunately the fatality occurred three days later. This is when the immediate action took place.

Local Union 1245 has been involved in pilodyn and density tests.

‘Safety comes first’

A hazard report has been issued in the San Luis Obispo area following the unexplained break of a 45-foot pole.

No injury was related to the incident.

Fatality

A truck accident on the Monday following the Fourth of July weekend claimed the life of Local 1245 member Loren H. Hodapp.

Hodapp, 41, was a micro-wave technician with Citizen's Utilities out of Susanville.

The California Highway Patrol reported that following the accident Hodapp was struck by a dump truck on Highway 139, 12 miles north of Susanville.

The driver of the dump truck was not cited, but an accident report was submitted to the Lassen County district attorney's office for review.

IN MEMORIAM

Loren H. Hodapp
August 10, 1939 - July 6, 1981

Buy-back issues explained

By Gary Abrahamson, Negotiating Committee Member

Approximately 25 percent of our members who are employed by PG&E face the task of deciding if they should buy back any or all of the years of Retirement Plan participation which they lost when they did not join the Plan at the first available opportunity.

Prior to January 1, 1973 employees were eligible to join the Plan at one year of service. If they did not join at that opportunity, they lost valuable time in the Plan.

The accumulated years of an employee's participation in the Retirement Plan are called "Credited Service" and they are the only years of service which count towards pension computation in the years preceding 1973.

Under the terms of the recently ratified PG&E Benefit Agreement, all bargaining unit employees of the Company hired prior to January 1, 1973 (the date employees no longer contributed to the Retirement Plan) are to be afforded a one-year long, one-time only opportunity to re-capture any portion of the years of their Company service which presently does not count towards their retirement.

The method negotiated between

See pages 6-7
Close-up look at Workers Comp

The Workers' Compensation system provides many different categories of benefits. The two most important categories are "immediate" benefits and "secondary" benefits. We have already written extensively in the Utility Reporter about the rights and benefits to which workers are immediately entitled following the occurrence of an industrial injury. Prompt receipt of appropriate medical care, "free-choice" physician selection, travel expenses and temporary disability payments make up the bulk of those "immediate" benefits. The security of the injured worker and that of his or her family is most often dependent upon the prompt initiation and uninterrupted provision of those "immediate" benefits.

Secondary benefits

Having concentrated most of our previous comment on "immediate" benefits, however, I am going to focus this article on the subject of what must be termed the "secondary" benefits. For purposes of this article the "secondary" benefits are defined as those benefits to which an injured worker may be entitled after the initial recovery period, depending upon the specific circumstances of his or her case. Included within the class of "secondary" benefits are those rights and entitlements guaranteed by the California Labor Code, as well as benefits which originate in the Collective Bargaining Agreement. Unlike the "immediate" benefits, they are rights and benefits which will frequently be obtained only after they are actively pursued on behalf of the injured worker. They include the right to receive full wages (based upon the "at injury" job classification) while working temporary light duty functions; the right to additional monetary payments following return to work (even after returning to full capacity/full salary); the right to documentary assurance that future medical care will be provided for life at no cost to the injured worker (even if that injured worker chooses to later leave the employment relationship) as well as many other benefits of like significance.

Determination review

With the notable exception of the light-duty, full wages benefit, the determination of the amount and type of benefits is made by a company claims officer or by a company-selected physician. If the only medical report being reviewed is that which has been prepared by the company-selected physician, and if the analysis on that report is conducted by a company claims official, the amount of "secondary" benefits received is predictably low.

It is important, therefore, for those injured workers who feel that they may be entitled to any of the "secondary" benefits to obtain an independent medical report which accurately describes the extent of their residual disability as well as any potential need for future medical and care. It is, of course, equally important for those injured workers to obtain the service of someone qualified to fully and properly analyze the content of the medical report thus obtained. Shop stewards and business representatives can frequently offer advice and direction in this area.

By adhering to relatively simple procedures set forth in the California Labor Code, the injured worker need not be "out of pocket" for any expense in connection with the disability evaluation. It is properly the employer who bears the cost of such examination. The examination, once set up for the injured worker, has the same standing as any earlier examination which was arranged at the company's request, either for treatment or evaluation. Such evaluations are most commonly arranged during normal working hours.

Future care considered

Once completed, the independent physician's report should be closely reviewed for two primary statements. The first concerns the extent of residual disability. Depending upon the physician's description of that disability, the injured worker may be entitled to additional compensation ranging anywhere from the single payment of a few hundred dollars up to $175 per week for the remainder of his or her life. These payments are in addition to any wages being received by the injured worker.

The second statement of primary importance concerns the injured worker's need for future medical care. Reporting physicians should be asked to specifically comment on any potential need for medical care which may arise in the future. Such statements form the basis for requesting and obtaining documentary assurance that the injured worker's future medical need will be met and provided for solely at the expense of the employer. With the ever-increasing cost of medical services the value of this benefit cannot be overstated.

Secondary benefits may be secondary in chronological sequence, but the future security and stability that they provide place them on a level with the more frequently discussed "immediate" benefits. If you or someone you know has sustained an industrial injury and questions whether there may be additional entitlement to secondary benefits, you should contact your shop steward, business representative or Legal Services by calling toll-free (800) 652-1569. Frank Reilly or Larry Johnson will be available on a free consultation basis to discuss with you the specific circumstances of any case.

Advisory Council meeting set

Advisory Council members will meet for two days, Saturday, August 1, and Sunday, August 2 at the Concord Inn.

At this Council meeting, members will be reviewing Union Business, and making formal reports on concerns of the membership to Local 1245's Business Manager, Jack McNally, and the Union's Executive Board.
The Utility Reporter article on the History of IBEW Local 1245 dated May 1980...could have gone one step further.

Granted...Ron Weakley was a key factor in forming our present Union, but there were also other factors involved that were not mentioned. If my memory is still correct, there were 15 brothers who signed the original charter. Those brothers and weakley were also responsible for bringing the IBEW onto the PG&E property. All of these Union dedicated brothers and weakley came together to pay dues to both the C.I.O. and the new IBEW before it was accepted as the sole bargaining Union on the PG&E property.

These men are also extremely proud of their efforts and of being Charter members.

The whereabouts of the original signers might make an interesting story as these men should also be considered pioneers of our Union.

Walter G. Morris
Retired, Santa Clara

Good idea, Walter. You were close. Going back to the Charter some 12 names were hearing from any of those original signers, and would look forward to reporting on their collections of the Union at that time.

—Editor

Coalition formed

Local 1245 recently was instrumental in organizing a group of unions representing more than 150,000 utility workers throughout California and Nevada in announcing the formation of the Coalition of California Utility Workers. whose purpose is to counter the increasing efforts of the California Public Utilities Commission and the Nevada Public Services Commission to deprive utility workers of job benefits and working conditions which have been hard won at the bargaining table or which have developed as a matter of historical custom and practice in collective bargaining relationships.

Local 1245 and the Unions which formed the Coalition have fought for years and won improved working conditions for their members in the telephone, electric, gas and water industries.

Over the last six years, however, the California Public Utilities Commission and the Nevada Public Service Commission have launched a series of alarming attacks on contract provisions and historic practices which have governed the relationship between a privately owned utility and its employees.

Local 1245 members employed by PG&E, Sierra Pacific, and CP National are well aware of the attempts by the Commissions to take away job benefits and protections. In response to these attacks, the Coalition was formed. Determined not to let the California and Nevada Commissions create a special class of employees without bargaining rights, the Coalition is prepared to respond both legally and politically to any attempts by regulatory agencies to usurp the traditional, protected process of collective bargaining between Labor and Management. To this end, the Coalition will be closely monitoring and participating in all relevant proceedings of the California Public Utilities Commission and the Nevada Public Service Commission, ready to respond as the need arises.

Details on the Coalition will be provided in the next issue of the Utility Reporter.

Move to cut Social Security big threat to retirees

In recent weeks there has been much written and discussed in the media about the future of Social Security. The proposed Social Security cuts should not be a surprise, as President Reagan, during his campaign for the presidency, stated that changes were needed to make the Social Security system financially sound. His solution to the problem is to reduce benefits in excess of 20 percent.

The Social Security system pays benefits each month to 36 million Americans. In addition to retirees, the system pays benefits to disabled people, their dependents, survivors of deceased workers, which includes widows, and motherless and fatherless children.

The system was started in 1937 to provide old age benefits for persons who could no longer perform useful labor. Over the years, other benefits were added to the program to provide benefits for survivors and disabled workers. This system is a very important link to the success of our American way of life. Workers expect and rely on the benefits of Social Security. With this expectation, workers are able to plan for their old age years by supplementing Social Security with private pensions and what one saves over one's working life. Hopefully, this combination of income will provide a decent retirement life.

Some proponents of the Reagan Administration have stated that 65 is an arbitrary age for retirement and people really should work until age 70 or longer. They say that young workers should take care of and provide for old-age family members, and if you want to retire at age 62, your benefits would be reduced by 40 to 45 percent rather than the current reduction of 20 percent.

This kind of thinking is a 50-year, giant step backward. Working to age 70 may be O.K. for some, but most workers after 40 years of work are worn out. How can you expect a 20-year-old horse to run in a race for 3-year-olds?

The burden of direct support of the elderly has been a long-time problem that has slowly been improved, primarily through the Social Security system.

The trend towards retirement is challenging the idea that workers could expect to enjoy a longer retirement period before death. The 40 percent reduction for retirement at age 62 far exceeds the actual cost of retiring early and becomes a severe penalty. The proposal is a reverse, and will create some of the same problems this country experienced in the 1930s.

The immediate financial problem of Social Security stems from the economic conditions of recent years. The reserve fund for old-age survivor benefits has been drawn down to low levels. Inflation and unemployment are the culprits.

High unemployment means fewer workers paying into Social Security, and high inflation has provided higher than expected cost of living benefit increases. Wage increases have not kept pace with increased prices, and this also contributes to the problem by paying less into the fund.

My point is that there are other ways to solve the Social Security problem than by cutting benefits as proposed by the Reagan Administration. This is not the first time Social Security has been in a financial crisis. Each time, ways were found to correct the problem without reducing benefits. I am sure there is a way to solve the current crisis without eroding the expectations and dreams of the American people.

Move to cut Social Security

IBEW 1245 Utility Reporter

July 1981
Union seeks hearing protection for members

By Juliann Sum, Local 1245
Industrial Hygienist

IBEW Local 1245 has notified PG&E of the need to install engineering controls and provide hearing tests for power plant employees exposed to excessive amounts of noise.

Hearing loss, ringing in the ears, increased blood pressure, increased nervousness, irritability, and possibly, by altering hormone levels, increased susceptibility to cancer causing agents can result from overexposure to noise.

State and federal allowable noise exposures are limited by maximum permissible limits. Overexposures prompted Local 1245 to notify PG&E in an attempt to correct the hazards.

The survey findings of probable overexposures prompted Local 1245 to notify PG&E in an attempt to correct the hazards.

The Union provided PG&E with a comprehensive report entitled "Noise Controls at Oleum Power Plant," at the March 24, 1981, meeting of the Joint Union-Company Health and Safety Committee. This report includes the types of feasible engineering controls and a hearing conservation program that could be required if a Cal/OSHA inspector were called to the site.

``Whenever operations reasonably permit, exposures to excessive noise shall be eliminated or at least reduced by engineering or operational controls. When such exposures are not reduced to allowable levels ... a continuing effective hearing conservation program shall be administered." (California Administrative Code, Title 8, General Industry Safety Orders, Art. 105, Sec. 5098)

An appropriate hearing conservation program, required by the State of California in special orders that have been issued to other employers, includes yearly hearing tests for employees overexposed, even if they wore ear protectors.

PG&E agreed with the Union's numerical findings at the following meeting, held on June 2. However, the company stated they disagreed with the Union's legal interpretation of how the exposures should be corrected and would not consider engineering controls because of cost.

They promised to provide the Union a written company policy on enforcement of ear protectors within two weeks. The issue of a hearing conservation program was not decided.

IBEW Local 1245 still contends that PG&E must consider engineering controls and a hearing conservation program, based on good industrial hygiene practice and the legal requirements. The issues are not resolved and Local 1245 is awaiting PG&E's response.

Silicone hazard investigated

Severe eye irritation and visual disturbances, associated with vapors or gases believed to be released from a silicone compound, have affected members out of PG&E's San Francisco and San Jose Divisions.

This grease-like material is put onto insulators to prevent the formation of conductive paths. Insulators in the field are periodically washed down and then hand-coated with the gel.

According to scientific literature, some silicone compounds that are exposed to air can release formaldehyde, a potent eye and respiratory irritant that has been designated by OSHA and the National Institute for Occupational Safety and Health as a potential human carcinogen.

However, the manufacturer's Material Safety Data Sheet states that the product does not evaporate and is odorless, even though the material used in the workplace actually has a strong solvent-like odor, indicating the release of substances into the air.

When questioned by Local 1245 Industrial Hygienist Juliann Sum, the manufacturer sent the Union a letter indicating that formaldehyde may be generated but only at high temperatures. However, information was not available on the rates of formaldehyde production at various temperatures, nor did the manufacturer's MSDS state this property in the fire hazard data.

Local 1245 approached PG&E with this information at the recent June 2 meeting of the Joint Union-Company Health and Safety Committee.

As this compound is further investigated, IBEW Local 1245 will be discussing the potential hazard with PG&E.
Safety update

Safety activity recap

By Ron Fitzsimmons
Local 1245 Health & Safety Representative

Fiberglass Portable Ladders
There have been reports of possible defects with the fiberglass ladders. This problem was discussed at the joint Labor-Management Meeting. T&D Bulletin No. 7-30 has been revised as a result which now calls for a daily inspection checking for cracks or defects in the equipment.

Personal Safety Equipment
In May of 1980 there was an alleged complaint for injunctive relief filed by Local Union 1245 in the Superior Court of the State of California for the County of San Francisco. This complaint insisted that the employer (PG&E) provide all personal safety equipment, clothing, etc., to its employees at Company's expense as directed by California Labor Code Section 6401 which provides that every employer must furnish all safety devices for its employees.

Local Union 1245 has been informed that the Court will not hear this complaint until all enforcement agencies have been exhausted. Local Union 1245 is at present working with the California Department of Safety and Health for enforcement.

A complaint has been filed with Cal-OSHA for PG&E's failure to provide safety equipment. The complaint was filed in San Francisco on March 23, 1981. The safety devices asked for are including, but not limited to, the following:

- Gauntlet style gloves and other appropriate gloves for hand protection
- Body belts
- Safety straps
- Climbing spurs and boots
- Long sleeve shirts
- Prescription and non-prescription safety glasses
- Welding jackets and safety shoes

PCBs
A special meeting was held for the Nevada members June 10, 1981 to discuss the PCB problem.

Local Union 1245 will try to organize a presentation by concerned members to any public hearings on PCBs.

Potential Problem/Defect with Brackets on R.T. & E.

Brackets on R.T. & E. brand transformers have been found to be defective. This problem was reported to PG&E at the Joint Safety meeting. As a result, PG&E will get a computer printout to find any that are visually defective and start a continuing inspection program on all others. The defect is on the bracket. It tends to crack at the corners. There are approximately 800 of the brackets with 400 not in service.

Arsenic

A training program has been initiated at the Geysers on the proper methods and safety precautions to take when working around arsenic. This was a result of a grievance filed by Local Union 1245. PG&E has contracted out an on-site medical facility at the Geysers.

DeCoto PCB study results pending

In order to determine the effectiveness of PG&E's written program on PCBs, researchers from the National Institute for Occupational Safety and Health are conducting industrial hygiene and, hopefully, medical evaluations at key PG&E facilities.

Preliminary environmental sampling and testing in August 1980 at the DeCoto Pipe Yard in Union City, where employees process PCB contaminated equipment and materials for disposal, found PCBs on several items including a lunch room table, a lunch room bench, and an employee's boot.

Results should be available later on soil, wipe, and air samples taken June 20 and 25 by the NIOSH industrial hygienist.

At the date of this printing, a spokesman for PG&E stated that the company was still deciding whether to go forward with the medical component of the survey at the DeCoto facility. The main issue is computer printouts paid on company time to participate in the medical interviews, examinations, and tests.

Study underway by NIOSH

Because of infertility effects seen in animals exposed to ORDRAM, the trade name for a herbicide produced by Stauffer Chemical Company for use in rice paddies, researchers from the National Institute for Occupational Safety and Health are conducting a health and environmental study with occupationally exposed members, at the request of Local 1245.

In a cooperative effort with employers Western Canal Company, a subsidiary of PG&E, and Modesto and Merced Irrigation Districts, exposed canal maintenance workers and non-exposed controls were provided reproductive function questionnaires by NIOSH during the week of May 11, 1981, after preliminary industrial hygiene survey last year.

Applied by farmers both aerially in granular form and directly to irrigation water in liquid drip form, ORDRAM has a characteristically unpleasant odor that is both sweet and like rotten eggs.

After the completed questionnaires are sent in to NIOSH, preliminary evaluations and possible plans for further study will eventually be available, but not in the immediate future.

As a federal agency concerned with worker safety and health, NIOSH programs will likely continue to be slowed down and cut back by the Reagan administration.
Credited Service... 

From page one

Union and Company to achieve this restoration of Pension Plan participation. "Credited Service," is that employees have until April 1, 1981, to buy back in one lump sum payment, any or all of their lost Credited Service. The cost to the employee for this buy back is in two different increments:

1. Any amount of the first 5 years of lost Credited Service will cost employees 5 percent of their current monthly straight-time salary for each month of lost service they wish to restore.

2. Any service over the first 5 years will cost the employee 10 percent of their current monthly straight-time salary for each month they wish to restore.

Two facts are apparent in this system. If employees are going to buy back lost Credited Service, they should do so before their next promotion or before their next General Increase. Therefore, the other fact is that it won't be cheap to buy back your time...but, it may be worth it.

HOW MUCH TIME SHOULD I BUY BACK?

All members affected by this opportunity will have to look at their own situation and make the determination of how much of their lost Credited Service to buy back. Increasing Credited Service improves a pension in ways other than the benefit amount upon retirement. Such improvements to the Early Retirement Reductions, Spouse's Pensions, and Joint Pensions. These other improvements should be considered before making a decision.

If an employee has served in the U.S. Armed Forces or in the Merchant Marines while employed by PG&E, and that employee buys back the 5 years to the time that the employee returned to work for PG&E following discharge and at least one month of time immediately prior to entering the Armed Forces or Merchant Marines, all such military time will count as Credited Service at no cost.

HOW WILL BUY BACK IMPROVE A PENSION?

Simply stated, if an employee increases the amount of time he or she has been a participant in the PG&E Retirement Plan, most of the Plan's benefits improve. The most notable of these improvements is in the amount of monthly pension paid upon retirement. The new PG&E Pension Plan, called the Band System, provides a monthly amount of retirement income for each year of Credited Service which an employee has at retirement.

For example: The Lineman classification is placed in Pension Band 22 which in 1981 provides $291.70 a month for each year of Credited Service. In 1982, this band amount will increase to $326.70 a month. Using the 1981 band amount, a Lineman who has 27 years of Company Service of which 22 years are Credited Service, could buy back 5 years of lost time and increase pension amounts by $1498.85 a month (5 years x 291.70). In the other example: The Service Representative who is at the top of the rate of pay, is placed in Pension Band 15 which in 1981 provides $254.24 a month for each year of Credited Service. In 1982, this band amount will increase to $305.48 a month. Using the 1981 band amount, a Service Representative who has 30 years of Company Service of which 22 years and 8 months are Credited Service, could buy back 4 years and 4 months of lost time and increase pension amounts by $159.77 a month (4 years x 39.94).

Early Retirement percentage reductions can also be improved by buying back Credited Service. Chart "B" shows the percentage reductions to a Basic Pension when an employee elects to retire before age 65.

CREDITED SERVICE

Again in our examples, and using Chart "B", the Lineman has 22 years of Credited Service. If he retires at age 55 this amount of Credited Service would provide a 26 percent reduction to his Basic Pension. If he would have bought back the 5 additional years of service available to him, this would have resulted in his retirement at age 55 with 27 years of Credited Service. Now there is only a 21 percent reduction to his Basic Pension, an improvement of 5 percent.

The Service Representative has 35 years of Company Service but only 28 years and 8 months of Credited Service. If she retires at age 55, there will be a 21 percent reduction to her pension. If she would have bought back the 6 years and 4 months of additional service available to her, this would have resulted in her retirement at age 55 with 35 years of Credited Service. Now there is no (0) percent reduction to her Basic Pension, an improvement of 21 percent.

CHART "A"

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CHART "B"

CREDITED SERVICE

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pension amounts by $159.77 a
month (6%/ x $25.24).

Early Retirement percentage
reductions can also be improved by
buying back Credited Service.
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reductions to a Basic Pension
when an employee elects to retire
before age 65.

CREDITED SERVICE

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26 percent reduction to her Basic Pension, an improvement of 21 percent.

SPOUSES PENSION,
AND JOINT PENSION

The Pension Plan also provides that if an employee has at least 70 points (points are determined by adding employee's age plus years of
Credited Service) and dies before retirement, that 50 percent of the
employee's pension will be paid to
the employee's spouse for life; this is
called Spouse's Pension.

By buying back Credited Service, an employee will increase the Basic Pension thereby increasing the
Spouse's Pension amount. The same holds true if, upon retirement, an employee elects a Joint Pension which provides that a
designated percentage of the pension continues after the employee's death to a named joint pensioner.

The money paid to buy back Credited Service and any past contributions made to the Retirement Plan will be returned plus interest
in the form of a death benefit to a surviving spouse or beneficiary if an employee dies before accumulating the 70 points necessary for
Spouse's Pension coverage.

SHORT SERVICE

If an employee has less than 10 years of Credited Service and is going to quit PG&E, the employee will lose his or her pension
entitlement, since one must have at least
10 years of Credited Service in order to have a vested right to a pension.

However, if an employee in this situation is eligible to buy back enough Credited Service to equal at least 10 years, then the employee
could quit PG&E and have a vested pension.

OTHER
IMPROVEMENTS

If an employee is a member of the Group Life Insurance Plan, he or she is entitled to Long Term Disability payments if unable to return to work due to a disability.

The length of time an employee is entitled to draw these LTD payments is based on how much Credited Service the employee has in the Retirement Plan. Generally, if the employee has at least 15 years of Credited Service when disabled, the employee is entitled to draw LTD payments until age 65 or until return to work, whichever is earlier.

Another form of an improvement is that when an employee actually retires, the amount of pension payment received, which equals the amount of the employee's past contributions to the Plan, including buy back money, is tax free.

INVESTMENT RETURN

In the examples in this article, the Improved
returns are for
an employee who
would have bought
back the 6 years
between 1974 and
1980, the average
return on this
period was 10.3%.

In 1981, his per-
centage gain was
12.1%.

In 1982, it was
10.4%.

Note: If you have
friends who wish to
receive the Electrician
news, please send them
the employees at
PG&E. Date: 4/20/83
SPUSES PENSION, AND JOINT PENSION

The Pension Plan also provides that if an employee has at least 70 points (points are determined by adding employee's age plus years of Credited Service) and dies before retirement, that 50 percent of the employee's pension will be paid to the employee's spouse for life; this is called Spouse's Pension.

By buying back Credited Service, an employee will increase the Basic Pension thereby increasing the Spouse's Pension amount. The same holds true if, upon retirement, an employee elects a Joint Pension which provides that a designated percentage of the pension continues after the employee's death to a named joint pensioner.

The money paid to buy back Credited Service and any past contributions made to the Retirement Plan will be returned plus interest, in the form of a death benefit to a surviving spouse or beneficiary if an employee dies before accumulating the 70 points necessary for Spouse's Pension coverage.

SHORT SERVICE

If an employee has less than 10 years of Credited Service and is going to quit PG&E, the employee will lose his or her pension entitlement since one must have at least 10 years of Credited Service in order to have a vested right to a pension.

However, if an employee in this situation is eligible to buy back enough Credited Service to equal at least 10 years, then the employee could quit PG&E and have a vested pension.

OTHER IMPROVEMENTS

If an employee is a member of the Group Life Insurance Plan, he or she is entitled to Long Term Disability payments if unable to return to work due to a disability.

The length of time an employee is entitled to draw these LTD payments is based on how much Credited Service the employee has in the Retirement Plan. Generally, if the employee has at least 15 years of Credited Service when disabled, the employee is entitled to draw LTD payments until age 65 or until return to work, whichever is earlier.

Another form of an improvement is that when an employee actually retires, the amount of pension payment received, which equals the amount of the employee's past contributions to the Plan, including buy back money, is tax free.

INVESTMENT RETURN

In the examples in this article, the Lineman paid out $6699.60 to restore 5 years of Credited Service. In 1981, this would have increased his pension $145.85 a month or $1750.20 a year. If he retired in 1981, he would receive a 26.2 percent return on his investment. If he retired in 1982, his buy back cost would still be $6699.60 but his increase in monthly pension would not be $163.35 or $1960.20 a year. This would be a 29.3 percent return on his investment.

The Service Representative paid out $8775.88 to restore 6 years and 4 months of service. In 1981, this would have increased her pension $159.78 a month or $1997.35 a year. If she retired in 1981, she would receive a 21.8 percent return on her investment. If she retired in 1982, her buy back cost remains $8775.88 but her increased monthly pension would be $178.94 a month or $2147.93 a year. This would be a 24.5 percent on her investment. Note: the rate of investment return indicated will not be realized if an employee dies before or shortly after retirement.

There is no way of forecasting what an individual's pension band amount will be beyond 1982. It will be determined through negotiations, General Wage Increases, and by promotions or demotions experienced by an individual in the future. It is logical to assume that in almost all cases, what is bought back today will be worth much more in the future.

WHERE CAN I GET THE MONEY TO BUY BACK?

This is the heart of the problem for many of our members. Even if they are convinced that buying back all or some of their lost Credited Service is a good investment, there is still the problem of where do they get the money. If they have to borrow at a high percentage interest rate, this reduces their investment return and raises the overall cost. Here are a few suggestions which should be carefully weighed before any decision is made:

1. Secure a loan from family or friends.
2. Borrow on your private life insurance policy.
3. Use your P.S.E. Credit Union savings.
4. Cash in your U.S. Savings Bonds. Note: If they are being held in the PG&E Savings Fund Plan, an employee must request their withdrawal. Distribution will be made within 30 days after receipt of withdrawal notice.
5. Withdraw Diversified Investment Funds. Note: Company will distribute the unit value within 30 days after receipt of your withdrawal notice. However, if any earnings are withdrawn, you may incur a tax liability.
6. Borrow the money from P.S.E. Credit Union or some other loan Company. Note: The current personal loan maximum allowed by PSE.C.U. is $5000 with two co-signers at an annual interest rate of 16 percent. If an employee has 1980 or more years of Company Service — $5000 with two co-signers at an annual interest rate of 16 percent.
7. Withdraw and cash in the necessary amount of PG&E common stock in your Savings Fund Account. By electing this option, an employee may be incurring a tax liability on the stock purchased with earnings and on the stock purchased with Company Contributions. Also, if the employee cashes in any stock purchased in the current year or in the two preceding years, the employee will be suspended from Plan participation for two quarters. Any transaction necessary to cash in stock can include a broker's fee.

Generally, except for Financial Hardship Withdrawal (section 4.11(d) — Savings Fund Plan), an employee may only withdraw the stock which was purchased with the employee's contributions. Note: This is therefore not distributed by the Company within 30 days after receipt of withdrawal notice.

However, if an employee submits a notice to Company prior to December 1 of any year, the employee may withdraw the stock purchased with the employee's and the employer's contributions and the interest derived therefrom in the 2nd preceding year. The disbursement of such stock will be made December 31 of the current year. Example: If notice is given this year, 1981, an employee may withdraw the stock purchased in 1979.

CONCLUSION

Prior to the Benefit Bargaining which concluded in April of this year, all bargaining unit employees of PG&E had very little chance of ever being able to restore or to buy back their missed time in the Company's Retirement Plan.

They now have that opportunity. By agreeing to the provisions of this settlement, PG&E recognizes that if every eligible employee bought back all of their lost Credited Service it would increase the cost of the Plan to the Company by an amortized amount of approximately $33 million.

This is caused by the fact that the amount of money paid by the employees who buy back their lost Credited Service is not sufficient to meet the increased costs to the Retirement Plan.

This is not an easy choice for our members to make. But, one way or another the choice must be made before April 1982. Hopefully, this article will assist our members in coming to a decision.
Coast Valleys
Shop Stewards from the Coast Valley areas

Left to right, Ed Perry, Peggy Broadfoot, and Evelyn Leikin.

Left to right, Dave Cannon, Chet Bartlett.

Left to right, Cliff Auvill, Richard Hernandez.

Left to right, Pete Broadnick, Ken Mauer, Dean Lees.

Left to right, Joe Herrman, Jim Strahl.

Left to right, Pete Broadnick, Ken Mauer, Dean Lees.

Left to right, Gary Outlaw, Terrence Tweedie.

Left to right, Dave Cannon, Chet Bartlett.
Senior members honored at award dinner

recently met in San Luis Obispo for a day-long training session where they learned more about uses of the contract index.

35 years Senior member George Henderson and wife Norma.

30 years Herb Mauer, John Zeagler, and Earl Miller, left to right.

25 years Don Mydland, Bill Sprague and Joe Carminati, left to right.

20 years Honored members, Ir, Ed Perry, and Veikko “Ed” Korpilahti with Business Representative Dave Reese who presented service pins and buckles to members.
**OUTSIDE LINE**

By Bill Trowhey, Business Representative

**SPIRIT OF UNIONISM** HAILED

**Brother helping brother... $14,000 raised**

Though their jobs may take them from coast to coast, or border to border, the travelers in Outside Construction are a tight knit group who stick together when the chips are down. Outside Line workers on Tri-O’s Valmy to Reno job for Sierra Pacific recently demonstrated their traditional concern for other Outside Line hands in a big way.

Having learned of the Outside Construction serious-injury accident and fatality in Janesville, California in April, the workers immediately set out to help the families of the victims. Irv Schlauch, Shop Steward on the Nevada job, spearheaded a drive to raise funds for injured Lineman John Valena, 64, who is recovering from severe burns and for the surviving children of Apprentice Lineman Don Sparks, 38, who had been fatally injured.

Rather than taking up a customary collection, the nearly 100 men instead contributed overtime hours, with Tri-O agreeing to withhold the overtime funds which would later be distributed equally to John Valena and to the Sparks’ children.

Nevada hands raised nearly $14,000 with this unique plan. Schlauch personally thanked Schlauch who had worked with Valena some years back in Nevada, and has kept in touch with him via the grapevine, said he is hopeful other groups can use the idea of withholding contributed hours when a need arises. “This way you never see the money, you just sign the amount of hours you choose to contribute to help out a brother’s family,” he said.

Brockmann reported that more contributions nearing $1,500 have come in from other Outside Construction workers throughout the jurisdiction and are being held in trust.

After verifying funds Schlauch headed back to Nevada and was looking forward to an upcoming visit with Valena who is recuperating in the Burn Center in Susanville.

**BARGAINING REPORT**

Negotiations have progressed with the City of Healdsburg since the last issue of the Utility Reporter. Although the City has canceled another meeting since the last report, some progress was made at a meeting held between representatives of the City and Local 1245 on June 26. At that meeting, the City agreed to a number of improvements to the current Agreement, and agreed to pay any wage increase agreed upon by July 20 back to July 1.

The major remaining issues are vacation provisions, the Union is seeking improved vacation benefits which the City has thus far resisted, a longevity bonus, and wages.

As this issue of the Utility Reporter went to press, the City had offered a 9 percent general wage increase with no longevity bonus, while the Local 1245 Bargaining Committee was holding out for a large general wage increase to make up for “real” wages lost to inflation over the past five years and a longevity bonus to reward long-time City employees and stimulate stability within the City’s workforce. Results of last-minute bargaining will appear in next month’s edition.

Local 1245 Business Representative Hank Lucas reports that bargaining with the City of Lodi is proceeding slowly, with some progress being made. The City has agreed to pay retro-activity, as it attempts to bargain with five different units. The City’s present offer focuses almost exclusively on improvements in fringe benefits, while the Union is seeking improvements both in the area of fringe benefits and in wages.

Bargaining between the City of Redding and Local 1245 had hit a snag as this issue of the Utility Reporter went to press. The major outstanding issue was seniority-based bidding rights for promotions within the City, where the City has sought to take back language which has been in place for several years. A mediator had been brought into the negotiations, but the City resisted all attempts at compromise in resolving this issue. A further meeting with the mediator was scheduled for July 14, the results of which will be reported in the next issue of this paper.

Local 1245’s proposal for a new agreement has been sent to the Nevada Irrigation District, where Business Representative Gary Hall will begin bargaining with the help of NID’s Bargaining Committee next month. Notices which formally initiate the bargaining process have recently been sent to the Glenn Colusa Irrigation District and the Tri-Dam Project, where proposals will be submitted shortly. Later this month, formal notices will also be sent to the Lindmore Irrigation District, the Oroville-Wyandotte Irrigation District, and the Truckee-Donner Public Utility District.
A state convention of Coalition of Labor Union Women members is scheduled Aug. 7 and 8 in San Francisco at the Golden Gateway Holiday Inn. IBEW Local 1245 members interested in attending, or in future participation in CLUW activities throughout the state should contact: Mary Bergan, CLUW State VP, 1225 8th St., Suite 210, Sacramento, CA 95814, (916) 446-2788, for information.

The many challenges that women face in the workplace prompted formation of the Coalition of Labor Union Women in 1974. One of its pronounced goals is to aid in organizing the unorganized. Early this year, CLUW joined the AFL-CIO Industrial Union Department in co-sponsoring a conference on organizing women which concentrated on helping women overcome fear of employer reprisals for union activity and to wipe out negative images of unions among women. This was part of a CLUW organizing program, which includes establishing permanent organizing committees in each of 22 CLUW chapters.

The activities of the women's group is wide and varied. Some of their accomplishments include production of a booklet entitled "Effective Contract Language for Women:"

In this book CLUW says the contract of the 80s should be one that spells out the rights of the female workers to help women break out of the poorly paid women's jobs, and secure comparable pay for comparable worth of equal value.

Other activities include a project developed by the women's group to document and publicize information on women's union leadership roles and present a resource and training manual describing specific action programs to aid union women in increasing their leadership opportunities. An important step in the labor field for women, was the AFL-CIO participation in CLUW activities during the state convention.

Executive Council including non-officer women members of the labor force in the Council. Other labor groups in the 80s have begun to realize the importance of the women workers. At San Jose the city is having its first strike over comparable worth issues, and the outcome will have a direct impact on the issue of comparable worth.

The AFL-CIO Food and Beverage Trades Department has developed a slide show about women workers to assist in determining organizing targets. The Department for Professional Employees has recently created a clearinghouse to address the employment needs of women and their affiliated unions. And a number of unions have women's activities departments and committees which run programs and conferences on the issues.

Some of the better known conferences are held at the George Meany Center for Labor Studies, which offers a week-long institute on women workers. For more information on dates contact the Institute at 10000 New Hampshire Ave., Silver Springs, MD 20903.

Another school for advancement of women's union issues, is at the University-College Labor Education Association, which holds regional education in conjunction with the AFL-CIO. For more information contact Ann Nelson, Co-Director, Cornell University, New York State School of Industrial & Labor Relations, #3 East 43rd St., New York, New York 10017.
Pole climbing ban

From page one

Man climbing pines from page one since the Company proposed to use these methods to determine bad poles. The results have proved to be inconclusive at best, with readings varying due to weather conditions or by different individuals taking the tests.

PG&E’s instructions are to take the tests at the brand level. Local Union 1245 tested every three feet on approximately 30 poles and got higher readings closer to the tops of the poles, where the actual breaks seem to occur. Several readings were taken on broken poles and the results showed they were good poles.

Further at the Union’s request PG&E tested 11 poles at the San Ramon testing facility. After pilodyn and density tests were taken on each pole they were subjected to a “static test,” which is a direct pull test two feet from the top of the pole with the butt end of the pole held in place. Results showed that a class 6, 40-foot pole tested good and under static testing broke at 850 pounds which did not meet the American National Standards Institute specification’s strength and does not indicate defects or dryness at the tops of the poles.

A class 4, 45-foot pole tested good on both tests but broke at 1,800 pounds with the ANSI Standard being 1,992 pounds. These tests supported the Union’s opinion that the pilodyn and density tests are not a true indicator of the pole’s strength and does not indicate defects or dryness at the tops of the poles.

Hearings between Cal-OSHA, PG&E and Local 1245 that were to have taken place June 6 and 7 were cancelled when Cal-OSHA had not had sufficient time to review the Union’s dispute with the Company’s proposed testing procedures.

Cal-OSHA is currently reviewing material from Local 1245 and PG&E and is expected to present their findings soon.

Local Union 1245 has requested that the restrictions to climbing remain in effect since preliminary testing appears to support the Local’s position that the tests vary according to individuals and areas involved. The Local also maintains that gching the poles will not solve the problem.

Since the restriction has been in effect there has not been a fatality or injury and until such time as a better method is available to test, the Union believes it is not in the best interest of our members to climb the pine poles.

For the protection of the lives of our members Local 1245 wants an end to climbing pine poles, permanently.

A 4-class, 45-foot pole tested good on both tests but broke at 1,800 pounds with the ANSI Standard being 1,992 pounds. These tests supported the Union’s opinion that the pilodyn and density tests are not a true indicator of the pole’s strength and does not indicate defects or dryness at the tops of the poles.

Black trade unionists hold meeting in L.A.

As a dramatic reminder to President Reagan that, during his campaign, he promised jobs and justice to the American people, organized labor from across the land will gather in Washington Sept. 19 for a mass rally and demonstration.

The national AFL-CIO issued the call for a “Solidarity Day” demonstration in mid-September to protest the administration’s break with campaign promises through its attack on workers and the poor and the mindless tearing down of vital social programs that took decades to build.

AFL-CIO Pres. Lane Kirkland said the demonstration would serve to reaffirm “in our centennial year the historic commitment of the labor movement to social and economic progress.”

Groups that share labor’s commitments, that are troubled by the wholesale destruction of social interests by the administration have been asked to join the demonstration. Kirkland said.

Labor can’t go it alone and hope to tail the anti-worker, anti-poor Reagan White House that’s running the Senate and paralyzing the House, added the state Labor Federation.

This rally was approved by the A. CIO executive council in May as an effective means of responding to the administration’s claim that it is acting from a mandate to reverse the country’s historic commitment to help those at the lower end of the economic and social scale.

John Perkins, associate director of the AFL-CIO’s Committee on Political Education, was named coordinator for the Solidarity Day demonstration.

“The success of the demonstration requires a maximum effort by the trade union movement and its friends at every level,” Kirkland said. As the detailed plans for the event are developed, trade unions throughout the country will be kept informed.

Already the AFL-CIO is starting to establish Solidarity Day coordinators in communities throughout the nation to prepare for the event.

Member uses CPR, saves co-worker

Jesus Grajiola, 34, Groundman for Davey Tree Surgery Company and a new member of IBEW Local 1245, has been nominated for an IBEW lifesaving award for his efforts and quick actions in saving the life of 23-year-old Larry W. Eddings. Climber for Davey Tree, also a new member, during a work assignment in Watsonville last May.

Co-worker John Dujmoviel was positioning the bucket of a High Ranger, trimming a tree at mid-span of a 21kv line. Unknowingly, the boom had come in contact with the energized line about 2 inches from the steel knuckle.

Working on the ground, Grajiola heard the arcing from the boom to conductor contact. When he turned around, Eddings was lying on the ground about four feet from the rear of the chipper that was connected to the bucket truck.

Grajiola swiftly informed Dujmoviel that Eddings was down. Finding no life signs, Grajiola expertly administered cardio-pulmonary resuscitation to Eddings.

Within minutes the ambulance and fire department arrived, transporting Eddings to Watsonville Hospital. Doctors were able to re-establish a heartbeat, but he remained in a coma for 24 hours. Eddings suffered electrical burns to his arms and feet.

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