**DAMAGES AWARDED**

**Grievant Eric Avery reinstated in East Bay**

By Tom Dalzell, Staff Counsel

On September 29, Arbitrator Adolph Koven issued his opinion and award in PG&E Arbitration Case No. 88 involving the 1981 discharge of Eric Avery of Oakland. The company, represented by fellow union members, asked for just cause to fire Avery, a 10-year PG&E employee, for removing his car from a parking space at 1919 Webster Street and falsifying an entry in the guard's log book in the lobby of the building.

Avery, an 11-year member of IBEW Local 1245, returned to work at 1919 Webster Street on Monday, October 4 and was warmly welcomed by his coworkers. The Union argued that none of the grievants had any previous disciplinary record for any other reason; that the poor performance was due to either negligence or incompetence and, thus, justified discharge. The arbitrator upheld the Union's position and found that the company did not have just cause when it fired Avery.

In addition to reinstatement, Avery was awarded $19,500.00 in liquidated damages.

**UNION RESOLVES ISSUES**

**Settlements reached in GC grievances; awards could top $410,000 mark**

By Roger Stalcup, Assistant Business Manager

In this article Assistant Business Manager Roger Stalcup outlines the details in a string of grievances in General Construction that may net the members in the labor-management section of General Construction

On September 23, 1981 six PG&E members, employed as certified welders in the Station Construction section of General Construction Department, were demoted to Helper for alleged incompetence and negligent work performance after their welds were found to be inferior to x-ray or visual inspection at Pittsburg Power Plant. One of the six members resigned. Another was discharged for failing either x-ray or visual inspection at Pittsburg Power Plant. On September 28, 1982, one of the six members resigned. On October 6, 1981, four of the remaining five members were discharged for their part in the same welding job.

In the process of investigating the welding failures, Shop Steward Marie Kizzee and Business Representative Sam Tamini were instrumental in preparing the case.

Avery was awarded $19,500.00 in liquidated damages.

Local 1245 members are urged to turn out in large numbers on election day to insure that the voice of labor reaches the politicians throughout the western states, and in the halls of Congress.

Endorsements from the Local's Political Donation Account Fund included a $5,000 donation from the Local's Political Donation Account Fund to Tom Bradley, for use in his campaign for Governor of California.

Bradley was a featured guest at an October Building and Construction Trades Council Appreciation dinner.
Types of payment determinations outlined; time limit explained

The workers' compensation laws define disability as a physical or mental impairment which is caused by an industrial injury. When the impairment is expected to be cured or improved by medical treatment, it is considered temporary.

The injured employee is entitled to temporary disability indemnity during the time he or she is healing from the effects of an industrial injury and is not able to work. The payments continue until the employee is released to return to work or the condition reaches maximum improvement.

The weekly payment of temporary disability indemnity is normally based on two-thirds of the gross wage. For injuries occurring on or after January 1, 1981, the minimum is $49.00 per week and the maximum is $70.00 per week.

When the impairment is not expected to be improved by medical treatment, it is considered permanent.

The injured employee may be entitled to permanent disability indemnity if the residual impairment reduces his or her ability to compete in an open labor market.

Permanent disability may be either total (100%) or partial (1% through 99%). The weekly payment of permanent partial disability is also based on two-thirds of the gross wage. For injuries occurring on or after April 1, 1972, the minimum is $30.00 per week and the maximum is $49.00 per week.

A permanent disability award of 100% is paid at the same rate as temporary disability indemnity and continues for life.

The physical and mental abnormalities resulting from an industrial injury are called "factors" of permanent disability.

Factors, which may be observed or measured, such as a scar, are referred to as objective.

Factors, which may not be observed or measured, such as pain, are referred to as subjective.

The individual factors taken together constitute the entire permanent disability.

In determining the percentage of permanent disability, the law considers the nature of the impairment, the occupation of the employee, the age of the employee and the diminished ability to compete in an open labor market.

Temporary disability indemnity is paid only when there is an actual wage loss. In contrast, permanent disability indemnity is paid when there is a loss of earning power.

However, because the injured employee must now compete with able bodied workers, permanent disability indemnity may be paid even if the residual impairment causes no immediate loss of earning power.

Consequently, the meter reader who loses sight in one eye, but who is able to return to reading meters, is compensated for the loss of vision because the disability is a handicap in competing with workers who have normal vision.

Remember that you are not obligated to accept the treating doctor's opinion regarding the extent of your disability. An injured employee has the right to an evaluation by a consulting physician of his or her choice at the expense of the employer.

If you have any questions about a claim for temporary disability or permanent disability, please contact your union representative.

The workers' compensation laws contain time limits for commencing proceedings. In general, the limitation is one year from the date of injury, although the time is extended if medical care or disability payments were provided.
Reaganomics hit at convention; Your vote needed November 2!

During the week of September 13 the 32nd IBEW International Convention was held in Los Angeles. There were over 3,000 delegates in attendance, with 15 delegates representing Local 1245.

The delegates were addressed by a number of speakers throughout the five-day convention. Among key speakers were Tom Bradley, the Mayor of Los Angeles, who welcomed the delegates to the city, and California Governor Jerry Brown, who welcomed the out-of-state delegates to California. AFL-CIO President Lane Kirkland addressed the delegates, pointing out the many economic problems of workers and how the supply-side Reaganomics are in reality causing working people to take the brunt of today's economic problems.

There was a resolution passed to change the International Constitution to provide an increase in per capita to the International. The increase is $1.00, which will set the per capita, per member at $5.00 per month. The effective date is January 1983 and will remain until at least the next convention in 1986.

President Pillard, Secretary Leigon and all of the other International officers were reelected at the Convention, with the exception of the 8th District Vice President who was defeated in his bid.

Solidarity Day II is Election Day this year — November 2. For the trade union movement, it is a day to get out and turn the current political tide.

Unemployment is over 10%, with 11.3 million workers out of a job. New home construction is down to almost nothing, which has a strong impact on our members. Attacks on Social Security, health, safety and worker protection laws are being made by out and out attempts to repeal or by lack of enforcement. Business failures are at the highest levels since 1932 (24,000 expected this year alone), and 1.5 million home owners are in default on their home mortgages, with half of these expected to lose their homes. This cold, cruel attitude toward working people has to be turned around!

Election Day is the day every single registered voter should go to the polls and vote. Polling places open early and close late, giving workers the opportunity to exercise voting rights. The importance of voting in this election cannot be overstated. Many issues and political races have been decided by a very slim margin. Your one vote can make the difference. It's up to you to make the effort.

In Unity —

Next Advisory Council

Next meeting of the Advisory Council, IBEW Local 1245, is scheduled for Saturday and Sunday, November 6 and 7 at the Sheraton Inn, Concord beginning at 9 a.m. on the 6th.
This summer I spent two days in PG&E's Stockton Division to monitor three potential hazards which our members deal with:
1) Pentachlorophenol in "Cellon" poles
2) Fiberglass
3) Heat stress

The information obtained from these tests will be used in continuing discussions with management and in further field studies.

Heat stress monitoring equipment was set up in hot areas. This system used three thermometers to evaluate the effects of breeze, humidity, and direct sunlight as well as simple heat.

Shop Steward Daryl Gilbert drilled a hole into a new pole for the purposes of monitoring.

After Gilbert, above, drilled hole, monitoring equipment was then placed at the newly drilled hole to collect pentachlorophenol gases and vapors. This equipment includes a filter, 2 flasks containing ethylene glycol, and a high flow pump.

Light Crew Foreman crushed in fatality

From PAGE ONE was killed October 7 when a Clark Trucking Company 20-ton dump truck which was unloading sand at a work site, tipped over and crushed him. Hansen had been a member of Local 1245 for a total of 14 years. He is survived by his wife, Karen and their three children, Megan 2, and Emily, 1, and a son, David Hansen, Jr., 11.

Upon receiving the fatality report, Local 1245 Business Representatives Bill Twohey, Bob Thomson, and Assistant Business Manager Ron Fitzsimmons reported to the accident site to conduct an investigation. At press time results were pending.
Complete details for a scholarship and two grants offered by IBEW Local 1245, and how to become a candidate are listed here for your information.

The purpose of these grants is to provide aid to the children of members to attain a trade or technical education.

1. The grants will be as follows:
   - $500.00 per year, up to two years for two candidates, as long as a C (2.0) average is maintained and the parent maintains membership in good standing in Local Union 1245.
   - A suitable trophy or plaque shall be purchased by the Local Union, at a cost not to exceed five hundred (500) dollars, to present and receive the scholarship award.
2. In order to be a candidate in this contest, you must be a daughter or son, natural, legally adopted or a legal ward of a member of Local Union 1245. You must also be a high school student who has graduated or is graduating in the year of the contest. A copy of your diploma or a letter from your high school stating that you will graduate in the year of the contest must be attached to your scholarship application.
3. The Scholarship Grant will be made only to that candidate who intends to enroll in any college certified by their State Department of Education and accredited by the Local Accrediting Association.
4. Checks will be paid directly to the college upon presentation of tuition bills to the Local Union.
5. Two names will be drawn by the Judge of the Competitive Scholarship Contest from those submitting applications. These two will be the recipients of the grants.
6. Checks will be paid directly to the school upon presentation of tuition bills to the Local Union.
7. Presentation of awards will be made to recipients at the unit meeting nearest his residence following the drawing.

APPLICATION FOR THE
AL SANDOVAL MEMORIAL
COMPETITIVE SCHOLARSHIP
Sponsored by
LOCAL UNION 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

DATE

I hereby make application to enter the Competitive Scholarship Contest sponsored by Local Union 1245, I.B.E.W., AFL-CIO:

NAME

ADDRESS

STREET 		 CITY

(State)

ZIP #

DATE OF BIRTH

HOME TEL.

NAME OF PARENT

COMPANY

WORK LOCATION

I GRADUATED OR WILL GRADUATE FROM

HIGH SCHOOL IN

WHICH IS LOCATED AT

I EXPECT TO ATTEND

COLLEGE OR SCHOOL

LOCATION

(Candidate's Signature)

This is to certify that the above named candidate is currently enrolled as a student at

(School name)

and has or will be graduating in

(Month and year)

Official's signature and position

This is to certify that I am a member in good standing of Local Union 1245, I.B.E.W. and the Candidate, whose name is signed to this application is my

and graduated during the term ending

19

Parent's signature and Card No.

APPLICATION FOR THE
LOCAL 1245 TRADE &
VOCATIONAL SCHOOL GRANT
FOR MEMBERS' CHILDREN ENROLLING IN
TECHNICAL, INDUSTRIAL, OR TRADE SCHOOLS

CANDIDATE'S NAME

BIRTHDATE

STREET

CITY

STATE

ZIP

PHONE

HIGH SCHOOL

GRADUATION DATE

ADDRESS OF HIGH SCHOOL

WHAT SCHOOL DO YOU EXPECT TO ATTEND?

WHERE IS IT LOCATED?

WHAT TRADE OR CRAFT WILL YOU BE STUDYING?

WHY THIS PARTICULAR SKILL?

CANDIDATE'S SIGNATURE

DATE

STATEMENT OF MEMBER/PARENT

Name of Member/Parent

Employer

Location?

I certify that I am a member in good standing of I.B.E.W. Local Union 1245, that Candidate named above, is my __________ and that the Candidate will graduate from high school during the term ending.

Signature of Member/Parent

Union Card No.

This is to certify that the above named candidate is currently enrolled as a student at

(School name)

and has or will be graduating in

(Month and year)

Official's signature and position

IBEW 1245 UTILITY REPORTER/OCTOBER 1982 5
Members discuss contract proposals at recent northern Unit meetings

Prior to the publication in the Utility Reporter of the initial contract proposals submitted by IBEW Local 1245 and PG&E, members were informed of the highlights of the various proposals at Unit Meetings throughout the jurisdiction.

On these two pages you'll meet members from the north as they discuss proposals at their Unit Meetings with Business Representative Bob Gibbs, and see Chairmen and other Unit officials at work along with co-workers.

Business Representative Bob Gibbs arrives at Ukiah Grange where Unit

Frank Paleclo, Lineman.
Signing in, Gary Pierachini, Gas Serviceman.
Heading up Meeting, l-r, are Ken Wilson, Recorder; Don Bettencourt, Chairman, and Business Representative Gibbs.
Shop Steward Subforeman.

Left to right Jim Davis, Senior Meterman; Hank Everett, Lineman, Mike White, Groundman, and Pierachini.
DeAnne Swinney, Customer Service Representative.
Left to right, Bob Meek, Electrician, and Pete Petersen, Electrician.
Unit Recorder Wilson, a Representative, at wireline access with custom

Gibbs in field with Unit Chairman Bettencourt, a Fitter, center, and co-worker, Mike Martin, Temporary Fieldman, who are working on locating and repairing a gas leak.
Gas 'sniffer' equipment used to locate gas leaks.
Bettencourt shows Gibbs how 'sniff' gas concentrations.

IBEW 1245 UTILITY REPORTER/OCTOBER 1982
Gas ‘sniffer’ equipment used to locate gas leaks. Bettencourt shows Gibbs how ‘sniffer’ helps pinpoint gas concentrations.

These two pages you’ll meet representatives from the north as they discuss proposals at their meetings with Business Representative Bob Gibbs, and their supervisors and other Unit Officers at work along with regular members.

Business Representative Bob Gibbs arrives at Ukiah Grange where Unit Meetings are held.

Heading up Unit Meeting, l-r, are Ken Wilson, Recorder; Don Bettencourt, Chairman, and Business Representative Gibbs.

Shop Steward Larry Finch, Line Subforeman.

DeAnne Swinney, Customer Service Representative.

Left to right, Bob Meek, Electrician, and Pete Petersen, Electrician.

Unit Recorder Wilson, a Customer Service Representative, at work discussing power line access with customer.
Unit Meetings are held in annex of this historic Ft. Bragg building.

Unit Recorder Rae Nordell, and Unit Chairman, Don McDonell, right.

Meeting participants, l-r, Bob Ceriani, Troubleman, and Ed Jones, Lineman.

Gibbs meets with Meter Reader Peter Ferbrache, in Headquarters yard before Unit Meeting.

Here Ferbrache, center, signs in at Unit Meeting.

Meeting participants, l-r, Vicky Mizel, Utility Clerk; Russ Swinney, Line Subforeman, and Shop Steward, Swinney's wife, Nancy; Dick Lemos, Foreman's Clerk, and his brother, Jack Lemos, Troubleman and Shop Steward.

Unit Chairman, Don McDonell, a T & D Driver, at work at Headquarters.

**METER READER ROUNDDUP**

By Inga Olson, Meter Reader

An experimental van pool program recently initiated in Fremont's metering area is being used in Chico. Under this arrangement, approximately eight Meter Readers are driven to their routes each morning, picked up for breaks and lunch, and then returned to the office at the end of the day.

Of concern to Meter Readers with the van pool program is the elimination of flexibility and self direction during the day which limits one’s ability to respond to emergencies, changing weather conditions, and the like.

Several moves in the works indicate that Meter Readers may well be on the endangered species list due to technological advancements which may result in possible cutbacks.

Suggestions under consideration which have filtered down from PG&E Division Managers regarding changes in the company’s operations include: “the reading of domestic gas and electric meters every other month and estimation of bills between readings. Many companies already do this. Meter Readers could be cutback by 40 percent. Customer Operations is currently working on this project.”

There is a pilot project in San Francisco where Meter Readers are now using electronic recording devices instead of meter books, and on these “porta-processors” Meter Readers also record time and movements on a route. 1984 has arrived!

These porta-processors can be upgraded from data collection to on-site billing, possibly reducing the need for some other job classifications. The Union contract proposal, 19,14, the job security clause submitted by the Meter Readers has come none too soon. The proposal reads: “The company shall retain any employee whose loss of job is due to technological advancements. The employee shall not take a decrease in pay or lose any rights or benefits.” In addition to Meter Readers, this proposal is timely for tag posters, gas servicemen, the Fremont Gas Meter Shop and other classifications facing high tech’s “cold shoulder”.

Adding to the controlling character of future trends is the company’s proposal “to eliminate the Head Meter Reader classification during the next two years” and to replace these positions with non-bargaining unit supervisors.

To help keep up to date on current issues surrounding these and other matters, the Meter Reader Network Committee meets at 6 p.m. the first Wednesday of each month at the Union Hall in Walnut Creek. Representation is encouraged from each office within driving distance of the Union Hall. Key on the agenda for the next two monthly meetings will be discussion of possibilities of another Meter Reader Conference next year.

**OUTSIDE LINE**

By Jerry Robinson, Business Representative

Photos show recent preparation for installation of 230 Kv transmission line at the Geysers by Outside Line crews.

Due to the rough terrain a helicopter was used to string the conductor with Linemen coordinating the work from tower to chopper.

**BARGAINING REPORT**

By Tom Dalzell, Staff Legal Counsel

**LINEMORE IRRIGATION DISTRICT**

Business Representative Wayne Weaver recently concluded 1982-1983 negotiations with the Lindmore Irrigation District. The major feature of the one-year Memorandum of Understanding is a six percent general wage increase. The package was ratified by a 2:1 margin by Local 1245 members on September 17, 1982.

**NEVADA IRRIGATION DISTRICT**

Representatives of the Nevada Irrigation District and IBEW Local 1245 have met several times in the last two months in an effort to work out a new one-year agreement. To date the District has offered no wage increase for 1983, but Business Representative Gary V. Hall reports that based largely on bargaining committee member Terry Mayfield’s familiarity with the District’s financial situation and possibilities the Union has most effectively countered the District’s claim of poverty and inability to pay. A further meet and confer session is scheduled for late October, and hopes were that the District would move off its claim of poverty and begin bargaining in earnest.

**GLENN/COLUSA IRRIGATION DISTRICT**

Bargaining with the Glenn-Colusa Irrigation District, with whom Local 1245’s relations have never been very good, is going very poorly. As the Utility Reporter went to press, it seemed likely that the District was going to declare impasse and an end to bargaining with a wage offer of approximately two percent. Staff attorney Tom Dalzell has been closely monitoring these negotiations and has drafted the necessary court documents in the event that it is necessary for Local 1245 to file suit against the District to force the District to meet and confer in good faith.

**OTHER BARGAINING**

A number of Local 1245 Business Representatives are heading into bargaining with the public agencies represented by the IBEW, and by next month there should be quite a bit of news. Pete Dutton has just opened negotiations on four properties — the United States Bureau of Reclamation, the Modesto Irrigation Division, the Merced Irrigation District, and Tri-Dam Project. Gary V. Hall is due to start bargaining with the City of Roseville, the Town of Paradise, and the City of Gridley in the next month. Veodis Stamps has just begun to meet with the City of Alameda’s Bureau of Electricity, and Bob Thompson has had his first meetings with the City of Santa Clara. Ed Fortier is in the initial stages of bargaining with the Richvale Irrigation District and the Thermalito Irrigation District, and Staff Attorney Tom Dalzell is about to open bargaining with the Oroville Irrigation District. Details on all these sets of bargaining will be included in future issues of the Utility Reporter.
Local 1245 members at the City of Santa Clara won an important legal victory this month when Judge Homer Thompson of the Santa Clara County Superior Court granted a peremptory writ of mandate against the City for having unilaterally changed a voluntary overtime policy without first bargaining with Local 1245 employees.

For approximately two years the City had permitted IBEW members in the City's electric department to work voluntary overtime on weekends, setting up and taking down temporary traffic barricades as part of the City's ongoing battle with 'cruisers.' The voluntary overtime was treated as any other overtime would be treated, with IBEW members being paid time-and-a-half for all hours worked after their regular work hours or regular work week.

In March of 1982, the City suddenly adopted a new wage scale for the cruiser control overtime with an overtime wage scale lower than the straight time hourly rate for most electric department employees. Because the City did so in the middle of an existing Memorandum of Understanding, Local 1245 joined with Local 101 of the American Federation of State, Municipal, and County Employees and its members of the City of Santa Clara in suing the City.

Staff attorney Tom Dalzell and Business Representative Bob Thompson appeared before Judge Thompson on August 18 and argued that the City had historically treated the voluntary overtime as part of the meet and confer process and thus could not unilaterally change the working conditions or wages for workers performing the overtime work. Judge Thompson agreed with the IBEW, and his order requires the City to return to its previous manner of paying overtime wages for overtime work.

**'Welcome' city of Gridley and town of Paradise**

Within the past six weeks two new groups of public sector entities have joined the ranks of Local 1245, bringing to 30 the number of public sector entities represented by the Local.

In a special election held on August 29, employees of the Town of Paradise voted overwhelmingly to be represented by Local 1245. Business Representative Gary V. Hall, who headed up the organizing drive in Paradise, was scheduled to begin bargaining with the town in late October.

The Gridley City Council formally recognized Local 1245 as the bargaining representative of its employees on October 4, and the first meeting and confer session with the City is set for November 10.

City employees, who had not had the benefit of union protection since the City unilaterally decreed that the IBEW several years ago after what the City alleged was an illegal strike, approached Local 1245 several months ago. After meeting with Assistant Business Manager Corb Wheeler and Business Representative Hall the employees took it upon themselves to gather all the authorization cards necessary for formal recognition by the City.

While litigation with the City continues before the California Supreme Court over the prior decertification, the IBEW hopes that a mutually productive relationship can be developed with the City despite past differences.

Local 1245 extends a sincere welcome to its new members in Paradise and Gridley.

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**Settlements reached in GC**

*From PAGE ONE*

the Company agreed that both the Company and the grievants must share some accountability for what occurred, but also agreed that the discharge was not appropriate. While there was disagreement as to the appropriate penalty, considerable weight was given to the desire of the grievants to stay on the job and so that they could return to work.

The case was settled by converting the discharge to a disciplinary level of varying lengths, depending on each individual's responsibility in the welding job. During the first 60 days following their return to work, each grievant was to be allowed to practice on his welding skills, and then be retested for certification. When the test is complete, the grievant will receive back pay at the Welder rate retroactive to the date of discharge.

Because the grievant who retired did not wish to return to work, he will receive a back pay award equivalent to the difference between Welder and Helper pay, from the date of retirement to the date of retirement.

Excluding outside earnings, the total back pay award in this grievance settlement could be in excess of $110,000.

As of this writing the four reinstated grievants have returned to work and are now preparing to take the certified welding test.

In another recent grievance settlement from the PG&E General Construction Department, IBEW Local 1245 alleged that various employees were improperly denied displacement rights when they were not allowed to "bump" employees with less seniority in the Field Clerk or Routine Shop Clerk classifications. The denial of displacement rights from the Company's unilateral imposition of a typing test.

The Company argued that it had the right to establish the test without the concurrence of the Union, while the Union argued that the test requirement was a change in job conditions to the disadvantage of employees.

Further, the Union pointed out that many employees had previously displaced into the Field Clerk and Routine Shop Clerk classifications without taking the typing test.

As a result of the Company action, some 17 employees may have who may have been able to displace a Field Clerk or Routine Shop Clerk under Section 306.14(b) of the Agreement were laid off. In settlement of the grievance, it was agreed that each individual who qualified on the Clerical Test Battery would be reinstated as Field Clerk or Routine Shop Clerk, with backpay retroactive to the date of layoffs.

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302.1 WORK WEEK, BASIC WORK WEEK AND WORK DAYS DEFINED
A workweek consists of seven consecutive calendar days. A basic workweek consists of five consecutive calendar days. A basic workweek normally will begin on Monday and end on Friday. A different basic workweek of five consecutive work days may be established by Company, provided that the Union is informed of any change in an employee's basic workweek prior to the date such change is effected. A change in the employee's basic workweek in the absence of the foregoing shall not require the payment of overtime compensation.

The days in the basic workweek shall be known as work days; other days shall be known as non-work days.

302.2 THREE WEEK LIMIT
Except when a hazard to life or property exists, an employee will not be required to perform work on more than 21 consecutive days without having two consecutive days off work.

Conditions and Limitations:
A. No employee shall work on more than 21 consecutive days without at least two days' rest between any two days of work.
B. One day off work during the first seven consecutive days worked by the employee shall constitute a break in the 21 day accumulation.
C. One day off work during the first seven consecutive days worked by the employee shall constitute a break in the 21 day accumulation; however, neither shall such days be consecutive.
D. One day off work during the first seven consecutive days worked by the employee shall constitute a break in the 21 day accumulation.
E. If an employee voluntarily works on a day on which he is entitled to be off work under this Section 302.2, he shall be eligible for overtime premium time or overtime wages, as appropriate; however, such day nevertheless shall count as a day worked under the provisions of this Section 302.2.
F. "Work," "worked" and "works," as used in this Section 302.2, mean required to perform work on more than 21 consecutive days without having two consecutive days off work.

302.3 HOURS
In general, and except as otherwise provided for herein, the regular hours of work normally will be from 8:00 a.m. to 12 noon and 12:30 p.m. to 4:30 p.m. from 7:30 a.m. to 12 noon and from 1:00 p.m. to 5:00 p.m. However, other regular work hours may be established by Company. Company shall not be required to pay overtime compensation for changes in employees' regular hours of work during the duration of this Agreement.

302.4 JOB HEADQUARTERS AND REPORTING REQUIREMENTS
C. A location "reasonably convenient to board and lodging," as used in Subsections A and B above, means:
1. Any location within the city limits of an incorporated city where board and lodging are available, or
2. A location in an unincorporated area where the board and lodging are available, or
3. Accessible by automobile.
Where the headquarters is in an incorporated area, such board and lodging may be either in an incorporated area or in an unincorporated area, b) within 2 road-miles of each other, and c) within 4 road-miles of each other.

302.5 TRANSFER TO A NEW JOB HEADQUARTERS
A) An employee who is transferred to a new job headquarters shall be compensated for the time he spends traveling from his former job headquarters to his new job headquarters, including time up to one hour for each 45 miles or portion thereof traveled. Such compensation shall be at the straight rate of pay for the classification the employee will hold at the new job headquarters.

B) An employee's "job headquarters" is the location at which he reports for work.

"Transfer" or "transferred" means one of the following:
1) A change of an employee's job headquarters from a location within his Residence Area to a location outside such an Area, or vice versa.
2) A change of an employee's job headquarters from a location which is within the area of an incorporated city to a location beyond the city limits, or vice versa.
3) A change of an employee's job headquarters from a location in an incorporated area to another location in an incorporated area.

Such compensation shall be at the straight rate of pay for the classification the employee will hold at the new job headquarters.

Section 303.1 — Amend to read as follows:

303.1 BUMPING
When a regular employee reports for work on any day in his basic workweek but is prevented from performing his scheduled work because of inclement weather or other cause beyond his control, Company, if practicable, shall provide substitute work or other work, or provide him with safety first or first aid training.

Section 303.2 — Amend to read as follows:

303.2 COMPENSATION
If an employee reports for work on a work day in his basic workweek and is prevented from working or is required to discontinue work, because of inclement weather or other cause beyond his control, he shall be paid for the time he works or is held at the job headquarters, but in no event shall he be paid less than 2 hours compensation.

Such compensation shall be at the rate of pay the employee would have received had he worked.

Except as provided for in Section 303.4, an employee who does not report for work on inclement weather days shall receive no compensation.

Section 303.4 — Amend to read as follows:

303.4 EXPENSES
A. The provisions of this Section 303.4 are applicable to regular employees who have four or more years of Service at the time a temporary assignment is to be made.

B. Temporary assignments are limited to 40 consecutive workdays, but may be extended beyond 40 workdays if the employee is upgraded to replace one or more employees who are absent from work.

Section 305.5 — Amend to read as follows:

305.5 APPLICABILITY TO REGULAR EMPLOYEES (4 OR MORE YEARS SERVICE)
The provisions of this Section 305.5 are applicable to employees who have four or more years of Service at the time a temporary assignment is to be made.

A. The employee selected for promotion shall be the "eligible" employee (as determined by the foregoing) who is the most qualified (for the classification to which the promotion is to be made) among (1) those employees who were demoted due to lack of work from the classification to which the promotion is to be made or from a higher classification in the same line of progression, and (2) those employees who were demoted due to Long Term Disability from the classification to which the promotion is to be made or from a higher classification in the same line of progression.

B. If there is no "eligible" employee among the employees identified in Subsection A above, the employee selected for promotion shall be the "eligible" employee who is the most qualified (for the classification to which the promotion is to be made) among (1) those employees who were demoted due to lack of work from the classification to which the promotion is to be made or from a higher classification in the same line of progression, and (2) those employees who were demoted due to Long Term Disability from the classification to which the promotion is to be made or from a higher classification in the same line of progression.

NOTE: An employee who declines a promotion offered pursuant to this Subsection 305.5 A, or who is demoted for reasons other than lack of work, shall not be considered for promotion under this Subsection, unless such employee subsequently is again demoted due to lack of work or in which case he shall be considered for promotions under the provisions of this Subsection only to the highest classification from which he was so demoted.

C. If there is no "eligible" employee among the employees identified in Subsection A above, the employee selected for promotion shall be the "eligible" employee who is the most qualified (for the classification to which the promotion is to be made) among (1) those employees who were demoted due to lack of work from the classification to which the promotion is to be made or from a higher classification in the same line of progression, and (2) those employees who were demoted due to Long Term Disability from the classification to which the promotion is to be made or from a higher classification in the same line of progression.

Disability from the classification to which the promotion is to be made or from a higher classification in the same line of progression to the classification to which the promotion is to be made. The terms "Area" and "Areas" mean the Promotion-Demotion Geographic Area or Areas as set forth in Exhibit II, General Construction Promotion-Demotion Geographic Areas, which is attached as Exhibit II to this Agreement. An employee may be promoted within the Area of an incorporated city to a location beyond the city limits, or vice versa, to another location in an incorporated city.

A location is "reasonably convenient to board and lodging," as used in Subsection A above, means:
1. Any location within the city limits of an incorporated city where board and lodging are available, or
2. A location in an unincorporated area where the board and lodging are available, or
3. Accessible by automobile.
Where the headquarters is in an incorporated area, such board and lodging may be either in an incorporated area or in an unincorporated area, b) within 2 road-miles of each other, and c) within 4 road-miles of each other.

303.6 PROMOTION WITHIN GEOGRAPHIC AREAS
When the number of employees in an Area is to be reduced by means of demotion, the employee(s) thus demoted shall be that (those) employee(s) in the affected classification from which those employees are receiving the highest rate of pay of the classification next lower. In the normal line of progression, to the classification to which the promotion is to be made. The terms "Area" and "Areas" mean the Promotion-Demotion Geographic Area or Areas as set forth in Exhibit II, General Construction Promotion-Demotion Geographic Areas, which is attached as Exhibit II to this Agreement. An employee may be promoted within the Area of an incorporated city to a location beyond the city limits, or vice versa, to another location in an incorporated city.

A location is "reasonably convenient to board and lodging," as used in Subsection A above, means:
1. Any location within the city limits of an incorporated city where board and lodging are available, or
2. A location in an unincorporated area where the board and lodging are available, or
3. Accessible by automobile.
Where the headquarters is in an incorporated area, such board and lodging may be either in an incorporated area or in an unincorporated area, b) within 2 road-miles of each other, and c) within 4 road-miles of each other.

303.7 DEPARTMENTAL LAYOFFS
When a regular employee for any day in his basic workweek but is prevented from performing his scheduled work because of inclement weather or other cause beyond his control, Company, if practicable, shall provide substitute work or other work, or provide him with safety first or first aid training.
C. An employee who has five or more years of Service who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Subsection A or B above, may elect to displace an employee who 1) has less Service than the displacing employee and 2) in the displacing employee’s classification in the reverse order of the normal line of progression.

D. An employee who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Subsection A or C above, may elect to displace an employee who 1) has less Service than the displacing employee and 2) in the displacing employee’s classification in the reverse order of the normal line of progression.

E. An employee who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Subsection A, B, or C above, may elect to displace that employee who 1) has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

F. An employee who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Subsection A, B, or C above, may elect to displace that employee who 1) has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

G. An employee who cannot effect a displacement pursuant to Section 306.2 and who cannot effect a displacement provided for in Subsection A, B, or C above, may elect to displace that employee who 1) has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

H. An employee who cannot effect a displacement pursuant to Section 306.2 and who cannot effect a displacement provided for in Subsection A, B, or C above, may elect to displace that employee who 1) has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

306.4 DISPLACEMENT OF DIVISION EMPLOYEES

A. An employee who enters a beginner’s classification under the provisions of this Section 306.3 and who has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

B. An employee who enters a beginner’s classification under the provisions of this Section 306.3 and who has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

C. An employee who enters a beginner’s classification under the provisions of this Section 306.3 and who has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

D. An employee who enters a beginner’s classification under the provisions of this Section 306.3 and who has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

E. An employee who enters a beginner’s classification under the provisions of this Section 306.3 and who has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

F. An employee who enters a beginner’s classification under the provisions of this Section 306.3 and who has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

G. An employee who enters a beginner’s classification under the provisions of this Section 306.3 and who has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

H. An employee who enters a beginner’s classification under the provisions of this Section 306.3 and who has less Service than the displacing employee and 2) is in the displacing employee’s classification in the reverse order of the normal line of progression.

306.5 LAYOFFS

A. Regular employees who have not been laid off due to lack of work for a period not in excess of six months, who are working within the boundaries of the Company’s operating Division containing the employee’s residence (as defined in Subsection 306.3, 1) and 2) are in the displacing employee’s current classification in a different Department of General Construction. If such displacement is not possible, the employee may elect to displace an employee who has less Service than the displacing employee and who is in the lower or successively lower classification in the reverse order of the normal line of progression.

B. If Company is unable to contact the subject employee by telephone, Company shall mail, to the last mailing address furnished by the employee, an offer of reemployment in the classification and location where the need exists. Within five working days after such offer is mailed, the employee shall advise Company, by telephone, as to whether he does or does not accept the reemployment offer. If the employee accepts such offer, he must be available for work within 24 hours after receiving the offer. If the employee does not accept the offer, he will be considered terminated, with no further reemployment rights under this Section 306.9, and the procedure outlined in Subsections B.1 and 2 shall be applicable to the employee with the next greatest Service among the employees described in Subsection A who have indicated that they would accept reemployment in the Area in which the need exists.

Amend Exhibit II to read as follows:

EXHIBIT II
GENERAL CONSTRUCTION
PROMOTION-DEMOTION GEOGRAPHIC AREAS
For Use With Titles 305 and 306

CIVIL-HYDRO CONSTRUCTION
1) Humboldt and North Bay Divisions
2) Shasta, De Sabla, Colgate
3) San Francisco
4) East Bay
5) Stockton
6) San Jose
7) Coast Valleys
8) San Joaquin

CLERICAL SERVICES
A. Camp and Kitchen Employees
1) Humboldt and North Bay Divisions
2) Colgate, De Sabla and Shasta
3) East Bay, San Francisco and San Jose
4) Coast Valleys
5) San Joaquin
6) Field Clerical Employees System

LINE CONSTRUCTION
1) Humboldt and North Bay Divisions
2) Shasta, De Sabla, Colgate, Drum, and Sacramento
3) East Bay, San Joaquin, and Coast Valleys
4) San Francisco, San Jose, and Coast Valleys

MECHANICAL SERVICES
1) Humboldt and North San Francisco Divisions
2) Humboldt, Shasta, and North Coast Valleys (San Benito and Monterey Counties)
3) Humboldt, Shasta, and North San Francisco Divisions
4) Humboldt, Shasta, and North Coast Valleys (San Benito and Monterey Counties)
5) San Joaquin and South Coast Valleys (San Luis Obispo and Santa Barbara Counties)

STATION CONSTRUCTION
1) North Bay Division
2) Humboldt, Shasta, De Sabla, and Colgate
3) East Bay, San Francisco, and San Jose
4) Drum, Sacramento, and Stockton
5) Coast Valleys
6) San Joaquin

GAS CONSTRUCTION
1) Humboldt and North Bay Divisions
2) Humboldt, Shasta, Colgate, and Drum
3) Shasta, De Sabla, and Colgate
4) San Francisco
5) East Bay
6) Stockton
7) San Jose
8) Coast Valleys
9) San Joaquin

NOTICE
These proposals from the Company were not received in time for publication in last month’s Utility Reporter where all the other proposals from IBEW Local 1245 and PG&E were published.
Final briefs on discount submitted

By Tom Daizell, Staff Counsel

Local 1245 and other union members of the Coalition of California Utility Workers submitted their opening brief on the employee discount issue to FUC administrative law judge Donald Meuney on October 8, 1982. After the filing of final closing briefs on November 8, the matter will be submitted to the full Public Utilities Commission for decision.

The Coalition devoted the longest section of its 60-page brief to arguing that the Public Utilities Commission does not have the legal right to interfere in collective bargaining between utilities and their employees. A full 30 pages of the brief is set aside for this argument, the most important issue in the proceeding as far as Local 1245 is concerned.

Next, the Coalition answered Commissioner Gravelle’s statement that in his opinion the employee discount should be eliminated because it discriminates in favor of employees. Analyzing 70 years of court cases dealing with rate structures, the Coalition pointed out that under the standards which the courts have used the employee discount is a perfectly legitimate form of fringe-benefit.

The third section of the brief analyzed the cost and fairness of the employee discount. As has been pointed out in past issues of the Utility Reporter, the discount costs the average residential customer at most utilities several cents a month. More importantly, the Coalition demonstrated that the employee discount is only one of many fringe benefits and that its cost must be analyzed in light of the total compensation received by utility employees, a factor not even considered by the Commission Staff in its analysis of the discount.

Lastly, the Coalition showed that utility employees are far more conscious of the importance of energy conservation than the public at large and that utility employees have utilized far more conservation technology than has the public at large.

As for energy consumption, the unions drew the Commission’s attention to statistics introduced in the hearing which show that utility employees use only slightly more total energy than their neighbors, a fact which is not surprising given the income levels and family sizes of utility employees.

Future issues of the Utility Reporter will keep Local 1245 members posted on all developments in the employee discount case.

IBEW Local 1245 East Bay Business Representatives are keeping close touch among members in the field and at PG&E headquarters regarding current displacement and demotion actions by PG&E.

During the last month the company decided to eliminate 19 jobs in the Gas T & D Department in the East Bay Division. Close monitoring of the contract provision is occurring to ensure our members rights under the Labor Agreement, Title 206.

The demotion and layoff provisions of the contract are under close scrutiny by the Local to ensure that PG&E conforms to the exact negotiated intent of Title 206.

The East Bay members affected by the elimination of the 19 positions will not necessarily be laid off, but will be able to exercise their various division and systemwide options specified in Title 206.

IBEW Local 1245 UTILITY REPORTER/OCTOBER 1982