Hundreds attend Appreciation Dinner for Larry Foss, former senior official

City of Alameda members OK 5.5 percent wage hike

On Wednesday, January 25, Local 1245 members at the City of Alameda Bureau of Electricity voted by a better than two-to-one margin to accept a new one-year Memorandum of Understanding which calls for a 5.5 percent general wage increase for all employees. Present at the ratification meeting were Negotiating Committee members Dennis Gow, Cable Splicer; Ray Young, Troublieman; Tom Dalzell, Staff Attorney; and Gregg Smith, Warehouse. Gow, Young and Smith are Negotiating Committee Members.

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More on Workers' Compensation: illness, injury

It's an early San Francisco morning, fog drifts and hangs low making it hard to see. A Troubblemaker working fails to see the manhole, falls and breaks his leg.

At another job site a worker has been using vinyl chloride in connection with his job for a number of years. Lately he has been having liver problems. He visits his doctor and is diagnosed with cancer of the liver.

What these two workers have in common is a claim under the Workers' Compensation Law. The injury as well as the industrial illness is compensable under the law.

The Act defines an industrial injury as any trauma or illness which is related to work or working conditions.

Most injuries are suffered as a result of accidents on the job. However, an illness that results from occupational exposures are also considered industrial injury under the Worker's Compensation law.

We have found that many illnesses, physical, neurological, cancer, or back problems may have an industrial cause.

The exposure at the workplace that causes or aggravates an illness occurs in different ways. Direct contact with chemicals through inhalation or absorption through the skin or eyes is one cause of health related problems. Exposure to dust or fumes is another cause.

The contact with certain industrial products may cause various diseases. These diseases such as asbestoses, cancer, lead poisoning, all would be considered compensable under the law.

An injury may exist through the accumulated effects of strain extending over a period of time.

Severe back problems are encountered by repetitive lifting, bending, stooping for hours or years.

High noise levels, variations and extremes in temperatures all may cause an industrial injury.

Besides these physical hazards psychological stress may be encountered on the job.

This stress may be caused by such factors as productivity, quotas, repetition of job tasks, extensive overtime, relationships with employer and employees, the fact the work involves a degree of risk.

These stresses may also contribute to the existence of hypertension or cardiovascular problems and are compensable under the law.

An industrial link to an illness is often overlooked especially if the onset of the illness occurs later in the worker's life. For example, a worker may have worked with asbestos and later develop symptoms as a result of this earlier exposure.

Because the initial exposure can be traced to the workplace, compensation is available.

Awareness of your own workplace, the chemicals you are exposed to, the level of noise involved in your work, all helps the workers' compensation attorney to develop a compensation case in the event you sustain an industrial related illness.

If you sustain an industrial injury, you may be entitled under the Act to medical care, temporary disability, permanent disability, and vocational rehabilitation.

For example, payments of hospitalization costs, medical x-rays, and laboratory studies are provided by the employer or its insurance carrier. Services of physicians, surgeons, chiropractors, physical therapists, and nurses are also provided.

The employer must provide all treatment necessary to cure or relieve you from the effects of the industrial illness.

Helping to identify the work related illness can be an enormous benefit to the worker both in seeking to make his workplace safer and in obtaining appropriate compensation for work related disability and/or retirement.

Even more important is the potential for identifying hazards at the workplace and helping the union eliminate those hazards that may endanger the health of other coworkers.

If you have any questions concerning your work environment or feel your current illness may be related to your work, please contact your Business Representative.

MEMBERS AT LASSEN

CP National set to vote on new contract

IBEW Local 1245 members at CP National, Lassen are scheduled to vote on a new contract this month. Final bargaining was concluded in January and the tentative agreement was set to be submitted to the members in late February.

Key improvements in the three-year offer include:

- **WAGES:**
  1. 1/1/84 — 3% to all employees
  2. 1/1/84 — 2% to all employees
  3. 1/1/85 — 1% plus 80% of the increase in the CPIW, November 83 to 84
  4. 1/1/86 — 1% plus 80% of the increase in the CPIW, November 84 to 85
  5. 2/1/84 — Company to provide pages and vehicles.
  6. Revised Stipid Motion Procedure.
  7. 1/84 — Doubletime overtime for all callouts
  8. 1/85 — Doubletime for all overtime.

IBEW Local 1245 Negotiating Committee members in Lassen District included Kent Kelly Holmes, Kevin Merrill, Joann Villalovos, and Business Representative Scott Thomas.

Bargaining got underway in mid-February on a complete new contract for members at CP National, South Lake Tahoe. IBEW Local 1245 received NLRB Certification to represent bargaining unit employees last year on October 19. Representing IBEW Local 1245 on the Negotiating Committee are: Robert C. Hansen, Robert J. Robinette, and Business Representative John Stralla.

Representatives of IBEW Local 1245's CP National Benefits Negotiating Committee met at Local Union Headquarters on Friday, February 17.

The Committee reviewed membership proposals and developed a new 1984 Benefit Bargaining program, including: retirement, life insurance, and long term disability. They were expected to present the Company at the first bargaining session. The Benefit Agreement relating to retirement, life insurance and LTD expires April 30, 1984.

Assistant Business Manager Orv Owen will be spokesperson for the bargaining, and will be assisted by Business Representatives John Stralla, Lee Thomas, and Wayne Weaver. Rounding out the group are Negotiating Committee members: Michael Andrews, Needles, Dora Carone, Elko; Don Raymond, Lassen, and David Rust, South Tahoe.
I recently read a book and article which I found very interesting, and would like to share several insights I gained while reading them.

The book is *In Search of Excellence* by Thomas J. Peters and Robert H. Waterman Jr., a best-seller on management strategy in which the authors illustrate each point they make with examples from America’s best-run companies. The authors stress again and again that the companies which have succeeded and which will continue to succeed are all extremely innovative and all have the ability to adapt to changes in the market, changing times, and changing world conditions. They are neither locked into the past nor afraid of change, and for this reason can weather storms which less innovative competitors cannot.

The article dealt with labor strategy, and quotes Ben Fischer, the highly respected former lead negotiator for the United Steelworker of America as follows: “One of the big problems with labor today is nostalgia. Companies have their investment in facilities, the unions of America as follows: “One of the big problems with labor today is nostalgia. Companies have their investment in facilities, the unions in nostalgia.”

After reading these two viewpoints — one on management strategy and one on labor strategy — I thought of their application to Local 1245. Our “product”, is representation and service for our members. In attempting to deliver the best service and representation possible, are we innovative, or are we tied to a crippling nostalgia for our past? At Local 1245 we know our past. We remember our past. We have learned from our past. Yet, I firmly believe, we are not prisoners of the past and we are not afraid of change.

I certainly am not suggesting that we abandon the principals upon which Local 1245 and the rest of the labor movement in the United States were founded. We will never forget the battles which those who came before us fought and won making what we are today possible. Similarly, we have not forgotten, and will not forget, our enemies, be they the Board of Directors of a corporation shutting down a plant in California and “running away” to Asia, or those in higher office.

Whether we are negotiating a contract, fighting a grievance, appearing before the Public Utilities Commission, or trying to elect a President who is sympathetic to the needs and aspirations of America’s workers, we must not just remember our past, we must learn from it. Perhaps no lesson speaks louder from our history than this — if you don’t change with the times, the times will change without you.

What does this mean for Local 1245? It means, quite simply, that we must consider a wider spectrum of possible solutions to a wider spectrum of problems than we ever considered or were faced with in the past. In a number of ways, I believe that Local 1245 has responded well to changing times. In the past few years — we’ve hired an Industrial Hygienist and two staff attorneys, we’ve taken an innovative approach to bargaining which has resulted in substantial wage increases, we’ve fought and won some tough battles in arbitration involving issues which no union had taken on in the past. Perhaps the best examples which come to mind, we’ve organized the Coalition of California Utility Workers to get our message out to the public and to fight interference in collective bargaining by the Public Utilities Commission — the list goes on.

New problems — new solutions. And I know that we’ll attempt to do an even better job in the years to come.

**In Unity—**

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**Point of View**

**Challenges of change — new problems, new solutions**

IBEW 1245 Business Manager

I recently read a book and article which I found very interesting, and would like to share several insights I gained while reading them.

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**IBEW 1245 Utility Reporter/February 1984**
Sum opens jar of soapy water which is used in the bubble meter system.

Sum uses bubble meter and stop-watch to calibrate the air flow of sampling system. A portable pump is shown left.

Local's Industrial Hygienist monitors Reprographics area

By Juliann Sum, Industrial Hygienist

Adverse medical symptoms among PG&E's Reprographics employees, including complaints of odor, headache, respiratory problems, and eye irritation, have prompted Shop Steward John Callejas to pursue a union investigation on the potentially hazardous materials used at this work site. Some of the widely used chemicals in the Reprographics Department, located in San Francisco, are various solvents and deglazers used to clean the large printing machines and equipment.

Callejas started this investigation by documenting the problem in detail for the Union and formally requesting from his supervisor Material Safety Data Sheets (MSDSs) on 30 chemicals used in Reprographics. All employees are legally entitled to access to manufacturer's MSDSs which are in the employer's possession.

After obtaining the necessary Material Safety Data Sheets, Callejas requested that Company conduct tests to evaluate the exposures affecting the employees. However, when local management then referred Callejas back to the Union, we scheduled our own monitoring.

I conducted the monitoring during the early part of swing shift on January 20, 1984, in order to measure the airborne concentrations of the main chemicals being used, to compare these concentrations with the Cal/OSHA exposure limits, and to determine the need for improved ventilation in the work area. Company representatives were also present to observe the monitoring.

The main chemicals were methylene chloride, xylene, and Stoddard solvent. These chemicals, like all other organic solvents, can cause central nervous system disorders, which often show up first as headaches. Symptoms can progress to dizziness, drowsiness, nausea, and unconsciousness if exposures are increased. Most organic solvents can also cause skin, eye, and respiratory tract irritation, through vapors or direct contact.

The results of the industrial hygiene monitoring will be determined after we receive the laboratory report on the air samples collected. An independent laboratory was contracted to conduct the chemical analysis.

Left, Operator Dave Wilbrand has a charcoal-filled sampling tube attached to his lapel in the region of his breathing zone. Right Shop Steward Callejas observes Wilbrand cleaning one of the large printing machines.
Unorganized must watch complaints on safety

In a recent decision, the National Labor Relations Board held that an employer had a right to fire a truck driver who had made repeated complaints to both Management and state officials concerning the unsafe condition of a certain truck he was required to drive. Even though the state agency had issued a complaint that the truck was unsafe to drive, and even though another employee also complained about the truck, the discharged employee was not protected since he had acted alone in bringing his complaint to Management.

In redefining "concerted" and therefore "protected" activity, the Board held that at least two employees must be involved in bringing the concern to Management, not that it was an area of common concern.

While this decision does not involve employees who have a collective bargaining agreement, a decision is expected from the U.S. Supreme Court in the case entitled NLRA vs. City Disposal Systems, Inc. That case involves the discharge of a truck driver who refused to drive a truck with faulty brakes. The court is to decide whether an individual's assertion of a contract right is concerted, protected activity.

OSHA's 'public relations' ploy cited by AFL-CIO official

The Occupational Safety & Health Administration is continuing its "public relations" ploy of showing inflated numbers on worksite inspections when the true measure of the agency's effectiveness - the number of workers covered - has declined by 45 percent since fiscal year 1980, Margaret Seminario, the AFL-CIO's job safety specialist, charged.

In releasing preliminary data for fiscal 1983, OSHA Administrator Thorne G. Auchter said his agency is "on track for making the American workplace even safer and more healthful in coming years..." He pointed out that federal inspectors had visited 68,577 work sites in FY 1983 and 63,363 in FY 1980.

Seminario, associated director of the AFL-CIO Dept. of Occupational Safety, Health & Social Security, noted that 10,368 of the worksite inspections were "records" inspections. Thus, the actual inspection total is only 58,209, over 9 percent less that the FY 1980 figures.

The OSHA Administration is grandstanding and cheerleading when an honest review of the inspection numbers shows there is nothing to cheer about," Seminario said.

The Union would call on our members to increase their level of efforts and we know, caveins have a high rate of fatality and serious injury. Even a momentary jump into an unshored excavation more than five feet in depth exposes a worker to a potential of injury from a cave-in. If you have questions about the safety procedure to be followed, check your accident prevention book or with your shop steward.

'Keep an ear to the ground'

It came to the attention of the Union in early January that the Company with whom PG&E has contracted for providing hearing tests, the American Center for Labor Health, is a subsidiary of Coors Industries. When the Union confronted the Company with this information, the Company responded that they were "unaware that the parent company's alleged anti-union bias would have any effect on the Employee Hearing Testing Program." The bottom line, the Company claimed, was that the contract bid from American Center was less than half of that of the next qualified bidder.

The Local could request, therefore, that any members become aware of problems or irregularities with the Company's Hearing Testing Program, that they keep accurate records and report their concerns to their shop steward or business representative.

The Union is still looking into the possibility of initiating our own hearing testing program.

Local urges toxic waste safeguards

On December 12, 1983, Staff Attorney Ann Miley attended a public hearing held in Sacramento by the Department of Health Services regarding the regulations and proposed criteria for identification of hazardous and extremely hazardous wastes. The meeting was well-attended by several hundred representatives of the petroleum industry, waste engineering firms, and environmental groups, among others. After the hearing, the Union submitted comments for the record, in which we commended the Department of Health Services for promoting rigorous application of the 1977 law. We also pointed out our concern that the definition of hazardous wastes does not include sufficient concerns about reproductive and carcinogenic dangers.
President Howard Stiefer greets guests.

Audience hears highlights of Foss' years with IBEW Local 1245.

Hostesses Lynn Buresh, and Fran Zamora welcomed guests.

Guests signing book before dinner.

Honored guest, Larry Foss: "The Union has been damn good to me and I'm proud to be in it." With the gift from his many friends at the Appreciation Dinner he plans a trip to Las Vegas, and the purchase of a new rototiller.

A night to remember—Foss honored at dinner

The warmth, the deep affection and the high, high regard held for former Senior Assistant Business Manager, Larry Foss, was very much in evidence the evening of February 4 when an Appreciation Dinner was held in his honor.

Nearly 300 friends, colleagues and associates came to Concord to celebrate with our popular Senior Assistant and to thank him for his 31-years' service to the Local Union.

Many long-time friends tried to "out roast" the master, and though they all performed with great style, in the end it was Foss, as usual, who succeeded in outdoing the evening's best efforts with his own marvelous brand of sharp, quick humor.

As the night progressed it was clear that feelings for Larry Foss run deep, and go far beyond respect, and can best be summarized in a four-letter word which was repeated time after time — "LOVE."

Having earlier worked in Power Houses, and in the Electric Meter Department in San Francisco, his assignments at IBEW Local 1245 date back to September 6, 1960 when he began serving as a Business Representative. In 1970 he became an Administrative Assistant to former Business Manager Ron Weakley, and a year later he was appointed an Assistant Business Manager and assigned Review Committee duties. It was Business Manager Jack McNally who appointed Foss Senior Assistant in 1981.

Today Larry no longer commutes his usual 100-miles round-trip to the Walnut Creek Headquarters; but is participating in a medically supervised cardiac rehabilitation program which he began after his July 1983 heart surgery.

To say that he was deeply touched by the outpouring of affection that was shown him at his dinner is putting it mildly. And for a person who is never at a loss for words Larry had just one word for his reaction to that night to remember: "OVERWHELMED."
A team of 'Roasters'

Business Manager Jack McNally.

President Howard Stiefer.

Ron Weakley, former Business Manager, Local 1245.

John Stralla, Business Representative.

John Wilder, Former Assistant Business Manager, Local 1245.

Dick Hoyer, Member Local 1245.

John Anderson, Attorney.

I. Whalen Bonbright, Manager Industrial Relations, PG&E.

PG&E Fact-Finding Pioneers, Paul Pettigrew, Bill Eddy and camera-shy Mike Moore and Dave Bergman.

Mike Foss, Larry's son. Larry with daughter Marcy Brown.

Larry's son Doug Foss and Rosie Dennis.

Business Representative Veedis Stamps recorded entire program.

Mike Foss, Larry's son.

Vice President Nannette Dominguez among guests.

Former staffer Hank Lucas enjoying evening.

More party goers.

Standing ovations were many during the evening.

Foss strikes back with acid-quick wit.

Foss gets parting kiss, warmest wishes.

IBEW LOCAL 1246 PROUDLY PRESENTS THIS PLAQUE IN GRATITUDE TO LAWRENCE N. FOSS IN APPRECIATION FOR 31 YEARS OF DEDICATED AND LOYAL SERVICE TO THE MEMBERS OF LOCAL 1245 PRESENTED ON FEBRUARY 4, 1984

HOWARD STIFER
President

JACK McNALLY
Business Representative

Manager Industrial Relations, PG&E

PG&E Fact-Finding Pioneers, Paul Pettigrew, Bill Eddy and camera-shy Mike Moore and Dave Bergman.

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President

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Business Representative

Foss's new occupation? Business Manager McNally presented magnetic truck signs.

Standing ovations were many during the evening.

Foss strikes back with acid-quick wit.
New three-year agreement OK’d by AC Transit members

Meeting during early part of negotiations were IBEW Local 1245 members, left to right, Norm Brewer, George Ferreira, Tom Henderson and Russell Davis, and the members pictured below.

Local 1245 members in the Electronics Department at the Alameda-Contra Costa Transit District voted on January 31 to accept the District’s final offer on a three-year agreement. Chairing the meeting were Bill Scoggins, Electronic Technician — Headsigns, and George Ferreira, Electronic Technician — Fareboxes, who along with Staff Attorney Tom Dalzell represented Local 1245 in the extended negotiations with AC Transit.

Highlights of the 1983-1986 agreement include:

• A wage freeze for the first year, identical to that negotiated by Local 192 of the Amalgamated Transit Union last summer for the almost 3000 bus drivers working for the District.

• A cost-of-living adjustment each quarter starting in July 1984, identical to that contained in past contracts with the District.

• A general wage increase of 38 cents an hour for all employees, effective July 1, 1984.

• Increased tool allowance and sick leave, a new shoe allowance, and substantial improvements in the seniority language.

According to Dalzell, negotiations were tougher than usual this year. “We were faced with ATU Local 192’s settlement from last summer, and for obvious political reasons we were hard put to negotiate any improvements which the District had not given the ATU. However, we held our own on all benefits and were able to convince the District that the productivity and expertise of our members justified some moderate economic recognition which other District employees did not receive.”

Local 1245 members maintain the District’s radio, headsign, and electronic farebox systems, and AC Transit is generally recognized as having one of the most sophisticated, if not the most sophisticated, electronic systems of any Transit District in the country.

Competition deadline nears for Local’s Vocational Grant

LOCAL 1245 TRADE & VOCATIONAL SCHOOL GRANT

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 per year, for up to two years for two candidates, as long as a passing grade is maintained, and a parent maintains membership in good standing in Local Union 1245.  

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 or Local Union 1245.  

   You must 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 application. Additionally, a letter of recommendation from your vocational teacher, department head, or school principal must accompany the application.  

   Applications may be secured by addressing the Recording Secretary of Local Union 1245, by calling the Union Office, or by using the form printed in the Utility Reporter.  

3. The grant will be made only to a candidate who intends to enroll in any industrial, technical or trade school, other than correspondence schools, which are accredited by the National Association of Trade and Technical Schools or the Association of Independent Colleges and Schools.  

4. Applications must be mailed to IBEW, Local Union 1245, P.O. Box 4790, Walnut Creek, California 94596, by registered mail or certified mail only, and be postmarked no later than the first Monday in April of each year.  

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 to his or her residence following the drawing.

APPLICATION FOR THE LOCAL 1245 TRADE & VOCATIONAL SCHOOL GRANT

FOR MEMBERS’ CHILDREN ENROLLING IN TECHNICAL, INDUSTRIAL, OR TRADE SCHOOLS

CANDIDATE’S NAME

BIRTHDATE

ADDRESS OF HIGH SCHOOL

GRADUATION DATE

STREET

CITY

STATE

ZIP

PHONE

WHERE IS IT LOCATED?

WHAT SCHOOL DO YOU EXPECT TO ATTEND?

WHAT TRADE OR CRAFT WILL YOU BE STUDYING?

WHERE IS IT LOCATED?

WHAT TRADE OR CRAFT WILL YOU BE STUDYING?

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 IBEW, 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 and has or will be graduating in

(School name)

(Month and year)

Official’s signature and position

8 IBEW 1245 UTILITY REPORTER/FEBRUARY 1984
Dave Mason reviews 1983 in Citizens Utilities report

All Advisory Council members presented reports during the meeting. Here's an excerpt from the Citizens Utilities report presented by member Dave Mason.

On the economic scene, it's time for each of us at Citizens Utilities to be thankful in light of the current economic picture. Our condolences and best wishes go out to others in organized labor who were not nearly so lucky as we at Citizens Utilities. Although it's a new year, I would like to reflect back on the major events of the 1983 year as pertinent to the Local 1245 members at Citizens.

It was a year of change. A year of new officers, with campaign posters and up-coming commitments to fellow Brothers and Sisters. During this time, it was fast paced energy, thrill of victory and for others, agony of defeat.

For Citizens Utilities, we faced the bargaining table. Proposals were taken, negotiating committees were formed, both Company and Union. Then during this time period, late spring, we were hit with a painful layoff which affected the lives of 15 Brothers and Sisters. Many felt 1, was the Company's way of gaining the psychological edge for the up and coming negotiations.

The results of the Local 1245 elections complete at this point, the avenues of our commitments were open and work began at every level. Our Negotiating Committee locked horns with the Company's best at the bargaining table. It was long and complex, at the end of three-plus months of hard bargaining, we netted a completely new contract, one that exceeded the national average of wage and benefits gains.

Out of this newly ratified contract, areas and concepts new to us were: Chief Shop Stewards for each of the seven districts of Citizens Utilities. New committees and trends in the area of safety, including Joint Union and Company monthly meetings, were initiated.

While in the face of this news, we must keep in mind the safety of our fellow workers. The Shop Stewards of 1983 participated in training Conferences, and they were great! Conferences attended by rank and file members included the Clerical Conference, in addition to a National Conference which one of our members was able to attend and report on.

Again, reflecting on the 1983 year, it can be easily said that in a nutshell, the year was filled with a variety of emotions, ranging from both sadness, to the thrills that come with the changes of time.

Turning now to the quarterly February report:

The current economic overview is one that is typical for our northern districts. Currently, as in the past, growth for the North is minimal. Of the changes experienced, our Susanville district has moved into a $3.3 million complex for its expanding concepts within our industry. Another economic change since our last Council meeting has been the PUC rate increase and the influx of customer-related changes that have resulted from the rate increase. Our members have been exposed to "Lesson One" in the area of public relations when we've had to deal with an irate public response to the rate increase.

For our Brothers and Sisters of the southern-most district of Elk Grove, economic changes are rapidly taking place. New projects will include sub-divisions, shopping centers and medical facilities, the largest being Kaiser Hospital.

Winter brings rainy day troubles. Seventy percent of our outside plant overtime comes with the rainy season; this year is no exception. Our trouble index has doubled, partly due to the harsh winters of two years consecutively. A very notable mention would be that we have been granted a new unit in our Redding-Palo Cedro Districts.

To both Business Representatives, Perry Zimmerman and Scott Thomas, our best wishes in their new assignments, along with our sincere appreciation for their efforts during their time with us at Citizens Utilities. To Gary Hall, our new Business Representative, welcome.
Arbitration at Sierra Pacific; decision pending

On January 24, 1984, Assistant Business Manager Orville Owen and staff attorney Tom Dalzell traveled to Reno, Nevada, for an arbitration before Los Angeles-based Arbitrator Thomas Christopher. O'Dell and Power City Constructors, refused and Local 1245 filed grievances. To date, the difference between the old and new level of contributions to the pension plan by the two contractors amounts to almost $820,000.

The Council on Industrial Relations

The final step in the grievance procedure is the IBEW-NECA contract is not arbitration, but the Council on Industrial Relations of the Electrical Contracting Industry, a committee made up of equal numbers of representatives of NECA and the IBEW which has been in existence since the early 1920's. The Council explains the difference between it and arbitration as follows: "The Council differs from so-called arbitration boards in that it professes to be a court of justice and not merely a court of arbitration. It proceeds on the theory that arbitration involves compromise, which seems to mean in some minds adding up the claims on both sides of a dispute and dividing by two, while judicial settlement involves the application of definite and uniform principles without any accommodation between the parties."

Robinson and Dalzell were scheduled to appear before the Council on Monday, February 20, at the Sheraton Carlton Hotel in Washington. A follow-up report on the hearing and a more detailed discussion of the issues involved will be carried in the next issue of the Utility Reporter.
Field Regulator Changer, new G.C. Gas Classification

Pacific Gas and Electric Company and Local 1245 recently signed a Letter of Agreement setting forth the terms and conditions of employment for a new classification, Field Regulator Changer. In the General Construction Gas Department, to take part in a newly instituted Regular Replacement Program, (formerly referred to as the "K Regulator Modification Program"). According to the Company, the purpose of this program is to replace approximately two million 3/4 inch non-relieving domestic and small commercial gas regulators with new regulators having internal relief valves over a seven-year period. The Company has explained that it is undertaking the replacement program because "many existing regulators contain material which over time deteriorates in quality, contributing to potential failure."

On January 26, 1984, Business Manager Jack McNally signed a Letter of Agreement (No. 83-127-PGE) creating a new classification within the IBEW bargaining unit to handle the work. It is anticipated that approximately seventy new jobs will be created as a result of this program. Highlights of the letter agreement include:

- Creation of a special classification, Field Regulator Changer, to be paid a top rate of 8564.25 per week.
- All positions will be filled in accordance with the provisions of Section 305.5 of the General Construction agreement (the position is not a beginning classification). The employees originally hired by the Company for the K Regulator Modification Program must be removed from the job when a position is filled through the provisions of Section 305.
- The duties of the classification will be strictly limited to replacing regulators. The Field Regulator Changers will not be required to have the skill and knowledge expected of the Gas Serviceman, and will not be required to enter the premises of a customer at any time.
- Employees in the new classification will have all applicable rights of the Labor Agreement.

Local 1245 members, especially Gas Servicemen, are urged to help the Local by notifying the provisions of the Letter of Agreement to assure that the agreement is not violated.

Foreman survey voluntary

Continuing a program initiated in 1979, Pacific Gas and Electric Company has recently begun distributing a questionnaire to approximately one-third of the current line Subforemen, Light Crew Foremen, and General Construction Working Foremen and Subforemen as part of a research project. The purpose of which, according to the Company, is "to determine qualifications for selecting future bargaining unit foremen." Each participant will be asked to complete a "Supervisory Profile Record" and to self-evaluate current job performance. In addition, exempt supervisors will fill out two different performance evaluation forms for each participant.

Local 1245 members have asked a number of questions about the project, and Assistant Business Manager Darrel Mitchell repeated extensively on the project's intent and make-up at the recent Advisory Council Meeting.

"It is important for our members to know," emphasized Mitchell, "that participation in the research project, including filling out the survey, is completely voluntary. We met with the Company on January 21 and they assured us both that the project is voluntary and that, and quote, 'none of the participants will be affected by the results of the project in any way.'

"The survey doesn't change the bidding procedure or seniority rights," continued Mitchell, "and the Union has neither endorsed nor agreed to the project. The Company has stated that the information gathered will be kept confidential, which of course is one of our major concerns."

By letter to PGE dated January 30, Business Manager Jack McNally restated for the record the Local's opposition to any test designed to remove working foremen classifications from the bargaining unit or to give the Company the unilateral right to appoint to the working foremen classifications. Further developments will be reported in future issues of the Utility Reporter.

Contract clarifications

Since the new contract went into effect with PG&E on January 1, Local 1245 has received a large number of questions on two particular issues, each of which is clarified below:

**TITLE 104 (16) MEALS**

**Question:** Am I entitled to a fixed meal allowance if I work through the period when I would have the right to take a meal break?

**Answer:** No. The recently negotiated language provides for fixed meal allowance for meals prior to work or upon dismissal from work. The most common situation in which application of this new language is proper is the situation where a crew has worked overtime and is entitled to a meal upon dismissal. Under the new contract language they may take an $11 fixed meal allowance in addition to the time for the meal. This does not change the situation where you would be entitled to a meal and then continue working. You are entitled to — and should take — a paid meal break and a paid hot meal.

**TITLE 205 (18) JOB BIDDING, PROMOTION AND TRANSFER**

**Question:** I don't fully understand the new concept of "control date." What exactly does it mean?

**Answer:** Under the old contract language, a bid had to be received eight calendar days before the posting of the award. An employee never knew exactly when the award date would be, and so there was confusion as to when bids had to be received. Under the newly negotiated language, a "control date" is established when Division Personnel receives authorization to fill a job vacancy. Now, qualified bids must have been received eight calendar days prior to the "control date." Instead of a "rolling list," there is now a "frozen list." If the only bar to qualification for the job is the taking of a test, a written request to take the test on file eight calendar days before the "control date" will suffice.

*IBEW 1245 Utility Reporter/Feb. 1984*
Meeting recently at Local Union Headquarters to discuss Meter Reader issues were Jerry Takeuchi, San Francisco; Bob Blanc, Napa, and Ron Richardson, Sacramento.

Also attending the meeting were former Meter Readers Ernie Canfield, and Louise Music and Meter Reader Daryl Turner, Santa Cruz.

Alameda ratification

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Standard and the Meter Reading Error Standard.

Staff Attorney Tom Dalzell, the spokesperson for the 1983 negotiations, will again head the Local 1245 bargaining team. Former Committee members Bob Blanc, Napa, and Daryl Turner, Santa Cruz, will be joined by two new Committee members, Ron Richardson, Sacramento, and Jerry Takeuchi, San Francisco. Business Rep

representative Sam Tamimi will also serve on the Committee. Two members of the 1983 Committee, Louise Music and Ernie Canfield, have transferred out of meter reading, and so will not be serving on the 1984 committee, although they have agreed to attend the initial Committee meeting to help familiarize the new Committee members with the issues on the table.

PG&E CONTRACT

Distribution date of the new PG&E Contracts will be announced in the March issue of the Utility Reporter. Initial production is currently underway.