APRIL 1985 VOLUME XXXIII NUMBER 4 GCIU HEADQUARTERS IN WALNUT CREEK, CALIFORNIA

UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

Photo: Kit Stice

Victorious trio celebrating Union's win are, left to right, Cleo Thompson, Light Crew Foreman; Shop Steward Danny Jackson, who filed the original grievance in the dispute, and Business Representative Wayne Greer.

Victory in Local's 'Tent' arbitration

In late March, Arbitrator Barbara Chvany issued her decision upholding the Union's position in Arbitration Case No. 118, which involves the use of canvas tents by Gas T&D employees in the Sacramento area to perform routine work during rainy weather.

On November 12, 1982, the Gas Department in the Sacramento headquarters began experimenting with the use of tents to perform routine work during inclement weather. The Union immediately filed a grievance, and after almost two years the case was heard before Arbitrator Chvany at PG&E's headquarters in San Francisco on October 23, 1984.

Company witnesses at the arbitration focused on the increased productivity which they felt the tent would provide, arguing that routine work such as Grade 2 leaks, Avon Seal bell joint repairs, galvanic anode installations, C.I. bell joint clamp repair jobs, and main insulation jobs could be performed during rainy weather under temporary canopies without violating the contractual provisions on inclement weather.

Union witnesses Cleo Thompson and Robert Hessee, both Light Crew Foremen who participated in the tent program, testified that the tents do not provide adequate shelter from the elements and that they actually result in a loss of productivity.

In her decision, the full text of which is reprinted in this issue of the Utility Reporter, Arbitrator Chvany held that the Company's productivity arguments would be best made at the bargaining table, not in an arbitration. She further held that the use of the tents violated both Section 203.1 (Inclement Weather) and Section 107.1 (Anti-Abrogation) of the contract. The Company was ordered to cease and desist using the tents immediately.

FULL TEXT OF OPINION SEE PAGE EIGHT

Growing unrest at Merced

Union and District representatives met again on March 22 in an effort to work out a new agreement after Union members voted unanimously to reject the District's last proposal for a three-year Memorandum of Understanding.

In an effort to reach agreement, the Union representatives prepared a counter-proposal for the District which they felt addressed all of the major concerns expressed by the District while meeting the needs of the membership.

After meeting for four hours, the District representatives suggested that the meeting be adjourned so that they could cost out the Union's latest proposal and present an intelligent counter-proposal the following week.

No counter-proposal was submitted the next week or the week after, and the District's attorney informed the Union that the District bargaining committee was having trouble with the District's Board of Directors—a comment which flies in the face of reports from Local 1245 members of conversations which they have had with members of the Board of Directors in which the Directors assured Union members that a settlement would be reached soon.

As this issue of the Utility Reporter went to press, no proposal had been received from the District, no new meeting had been scheduled, and unrest was growing among Local 1245 members. As one of Local 1245's members at Merced Irrigation District characterized the situation—"Things are just about as calm as a hog on ice."

Pacific Tree members vote on second offer

A second offer from Pacific Tree has been sent to the membership for ratification or rejection, according to Assistant Business Manager Orv Owen.

On February 15, the Union informed the Company that its offer of January 22 had been rejected by Local 1245's membership. The Company agreed to return to the bargaining table, and on March 25 the parties met to discuss the issues separating the parties.

The Union advised the Company that the primary reason for rejection of the Company's previous offer had been the changes made in expenses and the change of headquarters provisions of the current agreement.

In response, the Company stated that PG&E dictates to Pacific Tree the areas they will work in, and that if Pacific Tree wants that work it will have to send its trimmers to that work area without expecting PG&E to pay the travel time or expenses involved.

A discussion of the previous offer followed, with a clarification of intent on several issues. The Company stated that it would make every effort to limit the change of headquarters and travel time wherever it controls the change. It was agreed that the proposed changes do limit the area where an employee can be sent without expenses and travel time to the current PG&E Division boundaries, and that any movement beyond those boundaries would require the Company to pay expenses and travel time.

The offer has been resubmitted to the membership. All ballots received in the post office by April 23, 1985, at 10:00 a.m., were to be counted. Results of the ratification vote will be reported in the next issue of the Utility Reporter.

New vice president sworn in

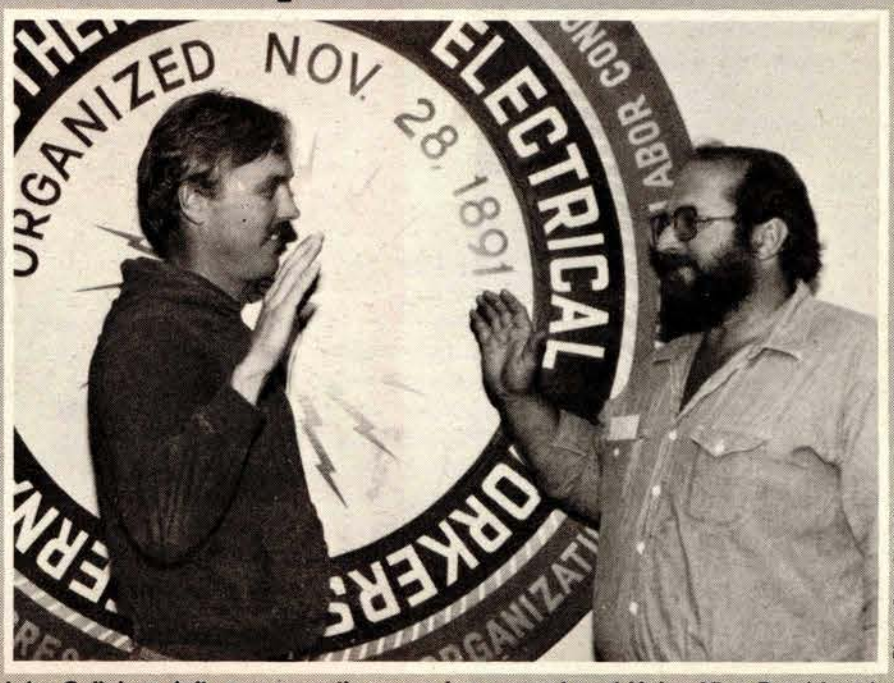

Photo: Carol Bedsole

John Callahan, left, was recently sworn in as new Local Union Vice President by President Howard Stiefer. Callahan, an active unionist, is a Troubleman at Sacramento Municipal Utilities District.

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Utility Reporter

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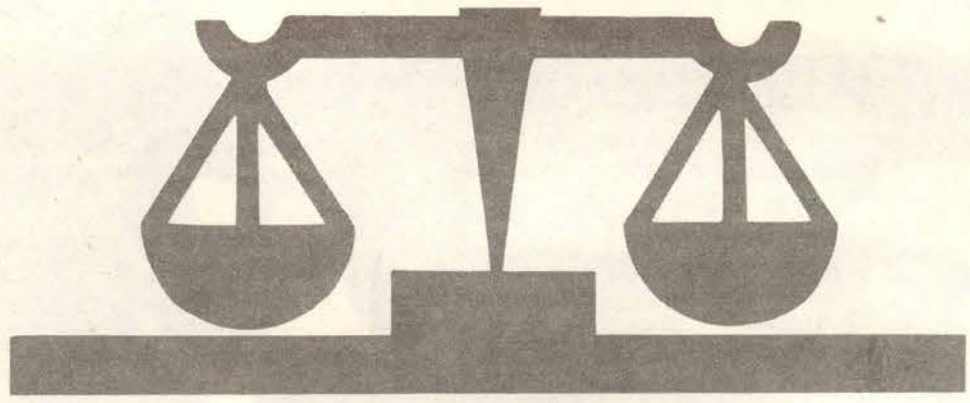


Workers Compensation: compromise & release agreement

By Joan Zoloth

Compromise and release agreements are often used by the parties to dispose of disputed claims for benefits on account of either injury or death.

Usually such a settlement gives an injured worker a lump sum settlement rather than benefit payments in installments.

Such an agreement is utilized if there are genuine doubts concerning a worker's entitlement to compensation or because it's reasonable and advantageous to the worker.

Because the agreement might pay less than the full potential value of a case, the release of an employer's responsibility is not valid unless approved by the Appeals Board or one of its judges. Nevertheless, the injured worker must be clearly aware that he surrenders significant rights when the case is terminated by a compromise and release. The most important of such benefits is the possibility of lifetime medical treatments. Often an employer encourges a compromise and release to limit the amount of future medical liability. Therefore, read a settlement agreement to make sure medical benefits are protected. In addition, such a settlement releases the worker's right to reopen the claim for increased disability. Therefore, any agreement should be thoroughly reviewed by a workers' compensation attorney.

It is important that no offer from the employer's representative should be considered until the disability has been thoroughly evaluated by a medical expert, or experts, of the **employee's** choice.

Also, an injured worker should not entertain a settlement proposal while he is still temporarily disabled and receiving medical treatment.

Because compromise and releases might deny employees substantial rights, it is not beneficial in every situation.

If you have any questions concerning a settlement of a workers' compensation case, please contact your union representative or an attorney.

APPOINTMENTS

PACIFIC GAS AND ELECTRIC COMPANY

Health, Dental and Vision, and Savings Fund Plan Negotiating Committee
Jerry Cepernich
Stu Neblett
Arlis Watson
Barbara Hartke

Steam Department Negotiating Committee
Ray Gallagher
Ronald E. Ross
Gary Surfus

Meter Reader Negotiating Committee
Christine Lay

BELLA VISTA WATER DISTRICT

1985 Negotitating Committee
Sam J. Jackson, II
Richard D. Welch
Richard G. Bacon

CENTRAL LABOR COUNCILS

Central Labor Council of Fresno-Madera Counties
Frank Hutchins
Randy Abbott

San Francisco Central Labor Council
Ed Caruso
Joe Valentino

CONFERENCES AND CONVENTIONS

General Convention of the Consumer Federation of California
Barbara Symons
Ron Field
Bill Twohey
Larry Pierce

IBEW Construction Conference
Jack McNally
Curt Peterson

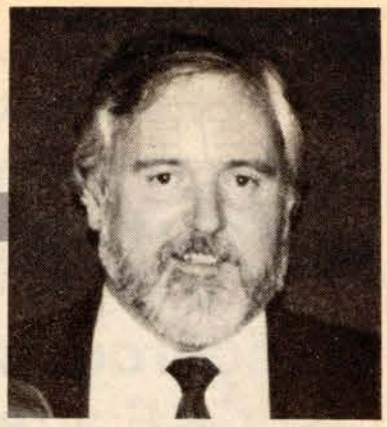
1985 IBEW Telephone Conference
Joe Aquilio
Jack Osburn

A. Phillip Randolph 4th Annual Conference
Dorothy Fortier

POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



Federal labor leaders singled out in attack; law change needed

In the continuing attack on labor unions, the federal government has recently charged three leaders of the Federal Employees Union with violations of the Hatch Act.

Kenneth Blaylock of the Government Employees, Vincent Sombrotto of the Letter Carriers, and Moe Biller of the Postal Workers were charged with engaging in campaign activity in support of the presidential candidacy of Democrat Walter Mondale and against the reelection of Republican Ronald Reagan.

The Hatch Act is a law that was enacted in 1939 and was intended to protect government workers from being pressured by the party in power for political contributions, or campaign work.

The three unions involved are the largest in the federal sector, representing approximately 1.3 million workers. The three labor leaders years ago received an unpaid leave of absence to enter full-time service with their unions. This is provided for under their memorandums and is common in labor unions. None of the three are drawing any pay from the government.

This is the first time anyone not on active service with the government has been charged with a violation of the Hatch Act. It is clear that this action is to continue the harrassment of labor unions by the Reagan administration.

The interpretation of the Hatch Act has been twisted so that federal employees cannot fully participate in the national political process, and in this instance is being used to harrass federal employees.

The Hatch Act is needed for what it was originally intended. However, it does need to be amended to provide rights to federal employees so they can freely participate as other citizens. Congress in 1976 recognized this. However, President Ford vetoed the amendment.

Obviously, the amendment is still needed.

In Unity —

Jack McNally

Dangerous switches still in use at PG&E after serious accident

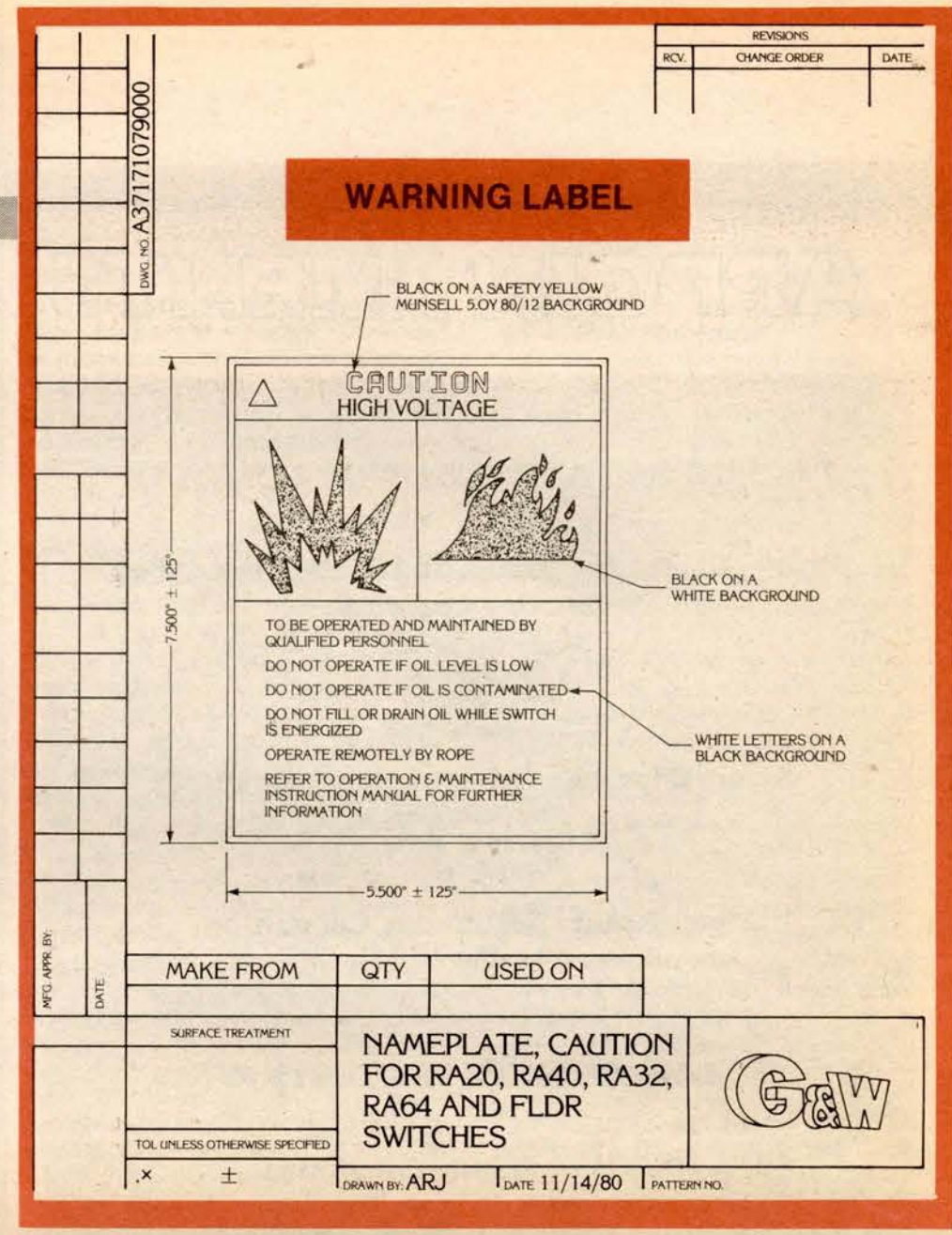
The settlement of a recent personal injury suit brought by a PG&E Lineman who was badly injured in the explosion of an oil-filled electrical switch in San Jose, points out dangers which remain in thousands of such switches manufactured by G&W Speciality Electric Company that are still in widespread use in the PG&E system.

The accident occurred when Robert Smethurst, a 22-year veteran Lineman, erred by flipping a 12,000 volt switch to the wrong position. Due to poor design and inadequate warnings by the manufacturer, the switch exploded, covering Smethurst and two other employees with several gallons of burning oil. Smethurst, who suffered the worst injuries, filed a $4 million dollar lawsuit against the manufacturer at Blue Island, Illinois.

In the course of preparing the case for trial, Smethurst's attorney, Richard Alexander of San Jose, discovered that G&W had known of 10 deaths and 21 serious burn cases caused by its product since 1959, but did not distribute warning notices to its customers until 1983. The 1983 warning advised that the switch be operated with ropes. According to Alexander, the company ceased manufacture of the switch in 1979 because of the number of incidents caused by it, although internal documents indicated that the switch was obsolete as of 1968.

After the settlement, a PG&E spokesperson said that although PG&E has thousands of the switches in service, the Company is replacing them as they wear out with a different kind of switch. In addition, the allegedly hazardous switches have been fitted with devices which make it impossible for them to explode unless the blocking mechanism is removed.

The dangerous switches are those manufactured by G&W which are designated RA 20, RA 40, RA 32, RA 64 and FLDR. Please see the accompanying warning label which was provided in 1983 by G&W, and please be very careful when operating these switches.



Test results released on Gas Department Primer

PG&E has released test results of worker exposures to air concentrations of hazardous ingredients in Avonseal Two Primer 173, a liquid adhesive used by Gas Transmission and Distribution Department employees on cast-iron bell joints.

The results indicate that exposures were within the Cal/OSHA legal limits. The tests had been conducted in Sacramento Division on July 11, 1984, during temperatures of approximately 100°F. The Company had conducted these tests upon Local 1245's request.

Although the air concentrations were found to be within the legal limits, the workers who apply this primer perceive strong odors because at least five of the chemical ingredients of the primer can be smelled at very low concentrations.

Protective gloves and eye protection should still be used to prevent absorption of hazardous chemicals into the body related to direct contact with the primer.

CHANGE OF ADDRESS

If you have just moved, or are about to move, please complete this form to insure your continued receipt of all Union mail. Send completed form and your mailing label from the front page to:

UTILITY REPORTER
P.O. Box 4790
WALNUT CREEK, CA 94596

Name _____

New Address _____
(Street and number)

_____
(City and Zip Code)

'Buzz Test' citations issued by Cal/OSHA

On January 29, 1983, Apprentice Lineman William Gross received serious burns to his left elbow when he came in contact with an energized high-voltage conductor. Gross was part of a three-man crew assigned out of the Coalinga, California yard to do emergency repair work due to recent storm damage.

The accident occurred when the crew was attempting to remove some downed lines, one of which had been snapped by a fallen pole and its severed end was hanging one foot above the ground at West Mt. Whitney Road, Five Points. The foreman had "buzz-tested" the severed line to determine if the line was energized as indicated in Transmission and Distribution Bulletin 8-3. "Buzz-testing" consists of attaching metal to a hot stick, then placing the metal end of the pole next to the overhead conductor being tested. If the line is hot, arcing and/or a buzzing sound may be heard by the individual. When he "buzz-tested" the line, the foreman heard no buzz and saw no arc and thus concluded that the lines were de-energized. When the apprentice reached up to cut one of the other lines with the insulated shear or "hot cutters", he came in contact with the line which was hanging from the cross arm and was knocked down and suffered deep burns to his left elbow.

On February 22, 1983, Cal/OSHA issued five citations to PG&E as a result of their investigation of the accident. The Company was cited for not conducting a test to insure that the conductors had been de-energized, for not supplying voltage testers to employees, for not isolating the conductors from all sources of voltage, for not grounding or short-circuiting the conductors and for not taking the required precautions to protect the employees from accidental contact between the conductor being removed and any energized conductors.

At the appeal hearing held on December 5, 1984, at which the Union participated, Cal/OSHA amended four of the citations and withdrew the fifth citation regarding lack of protection for employees. PG&E agreed to drop its appeal to the remaining four citations on condition that Transmission and Distribution Bulletin 8-3 be revised. The revisions are to provide that there be consideration of other outside criteria, such as high noise levels, employee hearing loss and inability to get close to the buzz-test area, to indicate when buzz-testing might not be appropriate at 25kV and below and to train employees with regard to these limitations. In addition, the Company agreed to provide one approved voltage tester for each two line crews within the Company system. The completed revision of T&D Bulletin 8-3, as well as the purchase and distribution of testers is to be completed by March 31, 1985.

Retiree Club 'in business'

By Gene Hastings
Retiree Club's
Secretary-Treasurer

Recently Business Manager Jack McNally requested a Charter for Local 1245's Retiree Club from the International President of the IBEW. So we are now officially in business.

Tom Riley is the new Retiree Club president, and Gene Hastings is the club's secretary-treasurer.

Riley, a 35-year member, was a former Control Operator at Avon Power Plant, and Hastings, a 37-year member, was an Electrician in Station Construction, San Ramon.

Last year, under the leadership of former Business Manager, Ronald T. Weakley, the Retiree Club was started, and it's beginning to grow. Each time I talk to Assistant Business Manager Orv Owen, he reports that our membership is on the increase. At press time the number was 136.

At the national level, the International Union is affiliated with the National Council of Senior Citizens (NCSC). Local 1245 has also applied for an NCSC Charter for our Retiree's Club. The NCSC has more than 3 million members affilliated with 3,000 clubs sponsored by unions, churches, business groups, fraternal and professional associations, and civic organizations.

As a pivotal group for seniors, NCSC led the fight for Medicare and the Older Americans' Act and continues to work for improvements in Social Security and other legislation promoting the welfare of senior citizens.

As soon as applications are available, individual members can apply for NCSC Gold Card membership at reduced and minimal yearly rates and the advantages are great. Among the benefits that go with NCSC membership are:

- Monthly copies of the Senior Citizens News, which is devoted entirely to legislation and other matters of immediate interest to retirees.
- Low cost travel service which includes guided tours, hotel reservations, sight-seeing arrangements, luggage handling and tips.
- Non-profit drug service offering substantial savings below regular prescription prices.
- A low-cost Group Health Insurance Medicare Supplement is available through NCSC.

President Riley stated in joining the Forum that this will provide us with more information and afford us an opportunity to work locally with other seniors.

As we're getting under way, we're developing plans which will be announced in the Local's Utility Reporter for meetings throughout Local 1245's jurisdiction.

Bylaws call for meetings to be held at least one hour before regular Unit meetings. When members in one area show an interest in meeting, a schedule will be set up. Contact us at Local Union Headquarters and let us know your preference for frequency of meetings—monthly, quarterly, or whatever.

Photo: Carol Bedsole

Business Manager Jack McNally and Local Union President Howard Stiefer, l-r, meet with new Retiree Club Officers Tom Riley, President and Gene Hastings, Secretary-Treasurer at Local Union Headquarters.

BENEFITS FOR RETIREE CLUB MEMBERS

FREE LEGAL ADVICE

As a member of the IBEW Local 1245 Retiree Club, you automaically belong to Local 1245's Group Legal Services Plan, which offers two free legal consultations each year plus legal services at reduced cost. To use the plan in California, just call our toll-free number at 800-652-1569.

BLOOD BANK

By participating in an area Central Labor Council Blood Plan, a member can fill his or her entire family's blood needs for only $5 per year.

CREDIT UNION

Members are eligible to join a Credit Union which offers loans at prevailing interest and maintains solid interest savings accounts. For your convenience, most transactions can be handled by mail.

DEATH BENEFIT

As long as you remain a member in good standing and are under 70 years of age, you automatically are covered by $1,000 worth of life insurance. Your spouse is covered by $500 worth of insurance. You must sign a beneficiary card and have it on file at Headquarters office in Walnut Creek for this benefit.

SOCIAL ACTIVITIES

Your membership entitles you and your family to participate in a variety of social events throughout the year. Joint membership dues for a married couple is $36.00 annually, to be paid at least in quarterly payments in advance.

FIGHT TO SURVIVE IN '85

EVERYONE IS INVITED TO JOIN SENIORS AT THE

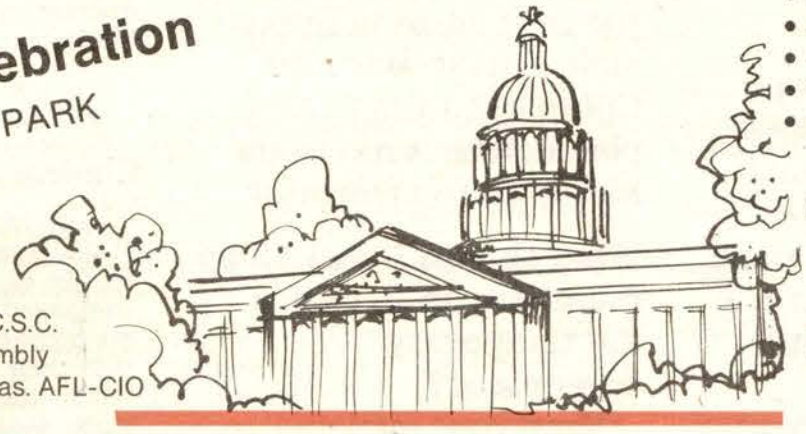
15th Annual Rally and Celebration

SACRAMENTO EAST CAPITOL PARK

WEDNESDAY
May 22, 1985
10 am to 2:30 pm

Speakers:
Bill Hutton—Executive Director N.C.S.C.
Willie Brown—Speaker Calif. Assembly
John F. Henning—Exec. Secty-Treas. AFL-CIO

MARCH AROUND THE CAPITOL
VISIT YOUR LEGISLATORS



Fight for:
- National Health Care
- Medicare and Medi-Cal
- Social Security
- Rent Control
- Nursing Home Reform
- The Homeless and Hungry
- Money for People Not Arms

Bring Brown Bag Lunch.
Picnic in the Park.

ENTERTAINMENT
OPEN MIKE

Sponsored by California Legislative Council for Older Americans, California Gray Panthers, California Seniors Coalition, Congress of California Seniors, East Bay Legislative Council of Senior Groups, National Council of Senior Citizens, Older Women's League, California Coordinating Council, Seniors Nonpartisan Legislative Club, World Institute on Disabilities.

Retirees interested in meeting for this rally contact Gene Hastings at (415) 689-9923

Switching clarification on Letter of Agreement

The full text of a recent Letter of Agreement on the subject of switching was printed in last month's issue of the Utility Reporter. Members affected by the Letter of Agreement have raised a number of questions. Assistant Business Manager Ron Fitzsimmons, who negotiated the agreement, has met with employees at several headquarters to answer their questions about the Letter of Agreement. Below are some of the questions most frequently asked and the answers to these questions.

Is the switching agreement a permanent agreement?

No. It is a temporary agreement, which will expire on September 30, 1985 after a trial period of six months.

What is the purpose of the trial period?

Its purpose is to determine the appropriate wage rate for specific types of switching by classification. The Union believes that there will not be sufficient upgrades as the agreement is presently drafted. The Company believes that there will be sufficient upgrades.

What will happen at the end of the trial period?

The first thing that will happen is that the Company and the Union will review the results of the records kept by the Company during the trial period and provided to the Union during the trial period. If the records show that there have not been sufficient upgrades, interim negotiations will be reopened. If the records show that there have been sufficient upgrades, it is likely that some of the temporary agreement will become permanent .

Why wasn't this issue sent to arbitration?

A number of grievances involving switching were resolved by this Letter of Agreement. We felt that because the Company's practice on switching varied widely throughout the system, we would better serve the interests of our members by negotiating the best agreement possible directly with the Company, rather than by placing the issue in the hands of an arbitrator.

What should Local 1245 members do to police the temporary agreement?

Keep your own records—we might need them.

Local 1245 OKs Drug Policy

By Assistant Business Manager Ron Fitzsimmons

This article is reprinted, to include eight lines of type which were inadvertently excluded last month.

As early as June 15, 1984, the Union has had formal meetings with PG&E concerning the very serious problem of illegal substance abuse in the work place.

At a June 15, 1984 meeting, the Union indicated that a policy could be adopted to address the problem, but the Union stipulated that if violation of the policy would result in discipline of PG&E employees, the issue would be a mandatory subject for bargaining.

On July 5, 1984, after the Union met with its attorneys, the Union and Company then met to discuss in more detail, the legality of a drug policy.

On December 14, 1984, PG&E contacted the Local Union with regard to adopting the drug prevention and education program. Both parties met on January 10, 1985 to discuss the draft of a drug policy that PG&E felt would be appropriate to send to all employees. At this meeting the Union voiced some disagreement with parts of the drafted policy. The major disagreement was Company's proposal to give Company supervisors' the unrestricted right to require an employee suspected of being under the influence of an illegal drug to be examined by a medical professional. Refusal to undergo medical examination would result in immediate suspension and possible termination. Other objections raised were with regard to off-the-job activity, employers responsibility to prove employee possessed, offered, furnished, sold or used drugs and the right of the employee to use the grievance procedure.

As a result of this meeting, PG&E sent us a revised draft of the policy. The union still had some concern regarding paragraph 3. On March 1, 1985, a letter signed by John S. Cooper, Senior Vice President-Personnel, addressed Union's concerns.

The Union is in full support of this policy with the understanding that any resulting discipline will be administered consistent with past Review Committee and arbitration decisions dealing with this subject matter.

The Union feels strongly that we must address major social problems that effect the health and safety of all our members.

The PG&E Employees' Assistance Program is developing an East Bay Trial Drug Rehabilitation Program. We have requested a meeting in the future to discuss the details and we will have an article in the Utility Reporter when the rehabilitation program is in effect.

Payment Processing Center

Company representatives were scheduled to provide the Union with a counter-proposal at a meeting with the Union on April 18 on production standards for the approximately 100 employees working in customer payments. The parties have agreed that a production standard is appropriate, but have not agreed on the specifics of an hourly or daily standard. At the last meeting between the committees on March 28, the Union committee submitted its proposed production standards. Union committee members include Assistant Business Manager Ron Fitzsimmons, Business Representative Dorothy Fortier, Angela Harper (Day Shift), and Gloria Burrell (Third Shift).

Clerical Job Evaluation

Assistant Business Manager Roger Stalcup reports that the collection of data in the field is now completed and that the consultants are preparing to enter the new data into their computers for analysis. When the computer results are made available to the committee, duty statements from classifications not interviewed before will be reviewed for the first time and the skill profiles from duty statements of classifications previously interviewed will be studied and compared for compatability with the models developed by the committee. Shortly after this process, the committee will begin the final development of cut-off points and a complete set of administrative guidelines for the new clerical evaluation system.

ARBITRATIONS

PACIFIC GAS AND ELECTRIC COMPANY

PG&E — 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

JOHN S. COOPER
SENIOR VICE PRESIDENT PERSONNEL

March 1, 1985

Mr. Jack McNally, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, CA 94596

Dear Mr. McNally:

Thank you for the letter of February 27, 1985, concerning Pacific Gas and Electric Company's Drug Prevention Policy, and specifically, the wording in Paragraph #3.*

We want to assure you and the membership of IBEW Local No. 1245 that any disciplinary action taken because of off-the-job or off-the-premises illegal drug activity will be the result of individual review. Each incident will be evaluated on its particular merits to determine if disciplinary action is appropriate. If it is determined that disciplinary action is appropriate, then a decision will be made concerning the degree of discipline which may be up to and including termination. The Company's action will, of course, be subject to review through the grievance procedure.

If you have any other concerns or questions about the Drug Prevention Policy, please call me or Mr. I. W. Bonbright. Thank you for your support in this important drug prevention effort.

Sincerely,

Request for copies of this original document have come to the Local. Some members may want this material as a supplement to the Company policy.

*Drug Prevention Policy—Paragraph Three

Employees who engaged in off-the-job or off-premises illegal drug activity that impairs their work performance, causes damage to Company or public property, jeopardizes their own safety or that of co-workers, Company customers or the general public, or undermines the public's confidence in PG&E to provide service will also be subject to disciplinary action up to and including termination of employment.

Steam Generation

Assistant Business Manager Manny Mederos met with the members of a newly formed Steam Generation Committee at the Union's Walnut Creek headquarters during the week of April 8 to prepare for negotiations with the Company on Operator wages, bidding and demotion procedures for the Steam Generation Department. The first meeting with the Company has not been scheduled, but will probably take place during May. Members of the committee include Ray Gallagher, North Bay Division; Ronald "Rusty" Ross, Coast Valleys Division; and Gary Surfus, East Bay Division.

Benefits Bargaining

Health, Dental, and Vision Benefits, as well as Part IV of the Savings Fund Plan of the Benefit Agreement has been reopened at the request of the Union, with the first meeting between Company and Union representatives scheduled for June 18. Assistant Business Manager Manny Mederos, who will lead the negotiations for Local 1245, met with committee members Jerry Cepernich, San Francisco; Stu Neblett, San Francisco; Arlis Watson, North Bay; and Barbara Hartke, San Jose.

Gas Servicemen Audits

Assistant Business Manager Ron Fitzsimmons tells the Utility Reporter that the Union committee is waiting for the final draft of the agreement on Gas Servicemen Audits hammered out between the Company and Union in March. Details of the new agreement will be reported when the final draft is received and signed.

Arbitration Case No. 120 involves the Company's right to send employees home during emergency overtime situations. Several settlement proposals have been made but no resolution has been reached. If the case cannot be settled, it will be referred to Arbitrator Barbara Chvany.

Arbitration Case No. 122 involves the proper rate of pay for travel time at the conclusion of an overtime assignment. The case will be submitted to Arbitrator Barbara Chvany on the basis of stipulated facts.

Arbitration Case No. 124 involves the discharge of a Gas Serviceman for allegedly tampering with his gas meter. Briefs were filed with Arbitrator Robert Burns on April 12, 1985.

Arbitration Case No. 125 involves the discharge of a North Bay Lineman for "refusal to perform work assignments." Briefs were filed with Arbitrator Sam Kagel on March 25, 1985.

Arbitration Case No. 126 involves the discharge of a Machine Operator at the Payment Processing Center for failure to properly manage the flex-time clock and alleged continued abuse of sick leave. Arbitrator Kathleen Kelley will hear the case on June 11, 1985.

Arbitration Case No. 127 involves the application of the formula to calculate additional wage rate for a disabled employee placed in a lower paid job. Following referral to arbitration, the case was removed from the arbitration calendar while the parties attempted to negotiate a settlement. The Company is currently considering a settlement offer from the Union.

Arbitration Case No. 128 involves the use of agency employees to replace bargaining unit employees and to perform work identical to that performed by unit employees. Arbitrator Barbara Chvany will hear the case on June 27, 1985.

Arbitration Case No. 129 involves the discharge of an East Bay Meter Reader for allegedly "curbing" meter reads. Arbitrator David Concepcion will hear the case on May 2, 1985.

Arbitration Case No. 130 involves the prearranged overtime system in San Francisco Division, Underground. Arbitrator Sam Kagel will hear the case on April 24, 1985.

Arbitration Case No. 131 involves the discharge of a North Bay Electrician for purchasing a transformer on his private contractor's license and reselling the transformer to the Company at a profit. Arbitrator Gerald McKay will hear the case on July 10, 1985.

Arbitration Case No. 132 involves the discharge of a Stockton Division Meter Reader for alleged improper actions toward a female customer in a dress shop during work hours. Arbitrator Donald Wollett will hear the case on July 25, 1985.

Arbitration Case No. 134 involves the transfer of overhead T & D employees from the Martin Service Center in the San Francisco Division to 2225 Folsom Street in April of 1983. The parties have not yet agreed upon an arbitrator.

Arbitration Case No. 135 involves a dispute over whether or not the work of maintaining and repairing a zip code presorting machine goes beyond the job definition for Senior Office Machine Repairman. The parties have not selected an arbitrator.

Construction Representative

An initial meeting with the Company was scheduled for April 17 to exchange proposals for delineating bargaining unit and management duties for the Construction Representative classification in light of Arbitrator Kagel's decision in Arbitration Case No. 123. Developments will be reported in future editions of this newspaper.

Employee Discount

On April 1, 1985, Business Manager Jack McNally wrote PG&E, asking that the Company schedule a meeting to bargain employee discount principles for Company employees not residing in the PG&E service area. A number of utilities provide employees living outside their utility area with an alternative benefit—usually paying a percent of the utility bills of those employees. The 25 percent PG&E employee discount applies to all employees within the service area, but not to employees outside the service area.

The full text of Arbitrator Barbara Chvany's decision in Arbitration Case No. 118, the "tent case", is reprinted here. We chose to reprint the full decision for several reasons. First, Arbitrator Chvany writes extremely well, and her decision should serve as instructive for all Union members, particularly Shop Stewards. Secondly, Arbitrator Chvany's decision illustrates the importance of reporting contract violations *immediately* and the degree to which arbitrators will rely on past practice. The text of Arbitrator Chvany's decision follows:

'Tent' arbitration—arbitrator's opinion

In the matter of an Arbitration

between

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1245,

Complainant,

and

PACIFIC GAS AND ELECTRIC COMPANY,

Respondent.

Re: Temporary Rain Shelters.
Arbitration Case No. 118.

OPINION & DECISION

of

BOARD OF ARBITRATION
San Francisco, California

BOARD MEMBERS:

UNION MEMBERS: Messrs. Roger Stalcup and Wayne Greer
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION 1245
P.O. Box 4790
Walnut Creek, California 94596

COMPANY MEMBERS: Messrs. Parley Merrill and
I. Wayland Bonbright
PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street
San Francisco, California 94106

CHAIRPERSON: Barbara Chvany
110 Sutter, Suite 806
San Francisco, California 94104

APPEARANCES:

On Behalf of the Union:

Thomas Dalzell, Esq.
IBEW LOCAL 1245
P.O. Box 4790
Walnut Creek, California 94596

On Behalf of the Employer:

L. V. Brown, Jr., Esq.
PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street
San Francisco, California 94106

INTRODUCTION:

This dispute arises under the Collective Bargaining Agreement between the Parties (Jt. Ex. 1, 1A). Pursuant to that Agreement and the Submission Agreement pertaining to this arbitration case, the above Arbitration Board was appointed and a hearing was conducted on October 23, 1984 in San Francisco, California (Jt. Ex. 2).

At the hearing, the Parties had a full opportunity to examine and cross-examine witnesses and to present relevant exhibits. The Parties stipulated that the grievance has been pursued through the grievance procedure and is properly before the Board for hearing and decision (Jt. Ex. 2, Tr. 4). A verbatim transcript of the proceedings was taken. Post-hearing briefs were received by the Chairperson on January 26, 1985.

ISSUE:

Is the requirement that certain gas department Employees work under temporary rain shelters violative of the Parties' Agreement? (Tr. 4; Jt. Ex. 2).

BACKGROUND:

The dispute in this case involves the assignment of non-emergency field work to be performed under temporary rain shelters by gas transmission and distribution crews during inclement weather. The shelter in question (referred to as either a canopy or a tent) is approximately 7′ by 15′ and is carried on the truck (Tr. 24; Co. Ex. 1). It is installed temporarily at the work site and then torn down by the crew when the work has been completed.

The canopies were first used in November, 1982, when they were provided on a trial basis to six crews within the Sacramento Division (Tr. 17, 54; Co. Ex. 2). The trial period was initially intended to last a period of one year and was to determine whether the use of these temporary shelters would be feasible and cost-effective (Tr. 17, 36). The program was begun on a voluntary basis (Tr. 17, 37, 38, 62, 72).

Certain types of work were preselected to be performed during inclement weather under the canopies (Co. Ex. 2; Tr. 24). The work in question was routine work as distinguished from emergency work (Tr. 20).[1] Through the performance of this work under the canopies, the Company's goal was to increase productivity and reduce backlog (Tr. 25). Under prior practice, the routine work performed under the canopies would not have been performed in inclement weather but would have been postponed to clear-weather days (Tr. 9, 20, 37, 63, 69).

In implementing the canopies, the Company recognized they could not be employed in all conditions. In the event of high winds, heavy downfall of rain or other hazardous conditions, the tents were not to be utilized (Tr. 18-19, 31). The trial period statistics reveal an approximately 40% utilization, based upon the actual hours the six crews performed productive work under the canopies out of the total man hours during inclement weather for which canopies were available (Tr. 57; Co. Ex. 2).[2]

The setting up of the tent usually requires a three-man crew, although it is possible in some instances to set up a tent with a two-person crew (Tr. 45-46). The time involved varies depending upon the size of the crew, the weather conditions and other factors (Tr. 46-47, 74). Under less than perfect conditions it would normally take a minimum of 15 to 20 minutes to set up a canopy (Tr. 75). If it was already raining when the crew was sent out, the set-up process would have to be performed while the crew was exposed to the elements. Similarly, when tearing down the tent, placing safety equipment outside the tent area, and obtaining tools from the truck, the Employee would be outside the shelter of the tent.

The Company furnished ponchos to the crews utilizing the canopies. The poncho provided some light rain protection; however, it was recognized that better rain gear would be required to afford full protection from the elements (Tr. 26, 27).

Records were maintained during the trial period regarding production and any problems identified in the utilization of the tents (Tr. 27). The data was then compiled by the Company based upon the daily reports made out by the crew foremen (Tr. 28, 29; Co. Ex. 4, 5; Tr. 32-33; Co. Ex. 2; Tr. 55-57). The statistics developed by the Company contained projections of the potential labor savings that could be realized by expanded utilization of canopies throughout the system (Co. Ex. 2; Tr. 58, 59).

A number of problems were identified during the trial process. These included inadequate rain gear, spoil getting wet, water running into excavation, water dropping between the canopies and the truck, the instability of the tents in wind or on slopes, truck exhaust being trapped in the tents, leaky seams, the need for a three-man crew to set up the tent, problems with the height of the tent poles, slippery truck decks, wet and slippery tools, traffic and visibility (Co. Ex. 2; Tr. 21, 22, 38, 48, 50, 51, 53, 76-83, 94, 96, 97, 102; Co. Ex. 2, 3). Solutions were achieved for some of the problems, for example, sealant was applied to leaking seams, non-skid surface was added to truck decks, and additional rags were issued to wipe off tools. It was suggested that spoil be stored inside the tent or used as a dam to prevent water from running into the excavation (Co. Ex. 2, 3; Tr. 21, 22, 23, 39, 48, 50, 53). Solutions were proposed as to certain other problems (for example the inadequate rain gear, the exhaust and the length of the tent poles) but the record fails to show all of these proposed solutions were, in fact, implemented.

While the Company presented testimony to establish the tents would not be used in situations in which they were unsafe, the Union presented testimony to show crew foremen were assigned to use the tents in some circumstances they did not consider safe (Tr. 73, 79, 80, 97-99, 100).

The Company continued to assign routine work under the tents following the one-year trial period. This practice continued during the second winter period of 1983-1984 (Tr. 60). During this time, the Company was still gathering information, although the daily statistics were not being recorded (id.). Union witnesses testified that

[1] The Union does not dispute that Employees are expected to perform work in emergency situations notwithstanding inclement weather (Tr. 12, 13, 35, 72).

[2] The Union raises a number of contentions regarding the statistics compiled by the Company during the trial period. These are discussed, below.

Congratulations to all . . .

Light Crew Foreman, Cleo Thompson, left, and Shop Steward Danny Jackson.

Photos: Kit Slice

Shop Steward, Danny Jackson with Business Representative Wayne Greer.

the program ceased to be voluntary after the initial trial period (Tr. 73).

AGREEMENT PROVISIONS:

7.1 MANAGEMENT OF COMPANY

The Management of the Company and its business and the direction of its working forces are vested exclusively in Company, and this includes, but is not limited to, the following: To direct and supervise the work of its employees, to hire, promote, demote, transfer, suspend, and discipline or discharge employees for just cause; to plan, direct, and control operations; to lay off employees because of lack of work or for other legitimate reasons; to introduce new or improved methods or facilities, provided, however, that all of the foregoing shall be subject to the provisions of this Agreement, arbitration or Review Committee decisions, or letters of agreement, or memorandums of understanding clarifying or interpreting this Agreement.

105.1 PREVENTION OF ACCIDENTS

(a) Company shall make reasonable provisions for the safety of employees in the performance of their work...

107.1 ANTI-ABROGATION CLAUSE

Company shall not by reason of execution of this Agreement (a) abrogate or reduce the scope of any present plan or rule beneficial to employees, such as its vacation and sick leave policies or its retirement plan, or (b) reduce the wage rate of any employee covered hereby, or change the conditions of employment of any such employee to his disadvantage. The foregoing limitation shall not limit Company in making a change in a condition of employment if such change has been negotiated and agreed to by Company and Union.

203.1 [from TITLE 203. INCLEMENT WEATHER PRACTICE]

Regular employees who report for work on a work-day, but are not required to work in the field because of inclement weather or other similar cause, shall receive pay for the full day. During such day they may be held pending emergency calls, and may be given first aid, safety or other instruction, or may be required to perform miscellaneous work in the yard, warehouse, or in any other sheltered location. (Jt. Ex. 1)

POSITIONS OF THE PARTIES:

Position of the Union:

According to the Union, the record establishes that Employees are exposed to the elements when assigned to work under the tents. The tents do not constitute a sheltered location within the meaning of Section 203.1, in the Union's view. The suggested solutions for the problems identified under the canopies have either not been implemented or have not been successful in keeping Employees dry and protected from the elements, the Union asserts.

The Union identifies what it regards as substantial safety concerns involved with use of the tents: traffic, impaired vision, dark working conditions, and tent collapses or blow-downs. Some of these problems are not capable of correction and are inherent in the use of tents, according to the Union. The assignment of work under these conditions violates Section 105.1, which provision obligates the Company to "make reasonable provisions for the safety of employees in the performance of their work" (Jt. Ex. 1).

The Union also charges a violation of Section 107.1, the Anti-Abrogation Clause. Prior to the introduction of these tents in November, 1982, gas department Employees were not required to perform routine work during inclement weather. This longstanding practice establishes that emergency work may be performed in the rain but routine work may not, the Union claims. Since this is the historical interpretation of Section 203.1, the requirement of Employees to perform work under the tents while exposed to the elements constitutes a change in the conditions of employment to the Employees' disadvantage, in violation of Section 107.1.

The Union regards the Company's assertions of increased productivity as irrelevant to this proceeding on the basis that increased productivity is not a defense to a contractual violation. Further, the Union asserts that various assumptions relied upon by the Company in compiling the trial period statistics are flawed.

On the basis that the assignment at issue in this case violates the three above-cited provisions of the Agreement, the Union requests a cease and desist order (Tr. 4; Un. Bf., p. 18).

Position of the Company:

The Company first notes that many of its Employees are routinely required to work in the rain. However, the Employer acknowledges that gas transmission and distribution crews have generally not been required to perform routine work during inclement weather. This, the Company asserts, has been based upon the obvious impracticability of opening an exposed bell-hole or trench during rainy weather. However, the Employer contends that the assignments made in this case are permissible when, in the judgment of the appropriate exempt supervisor (or the bargaining unit light crew foremen) the work can be performed safely under a canopy. A determination of this nature is in compliance with Section 105.1 of the Agreement, the Employer submits, and is consistent with Management's rights under Section 7.1 of the Agreement.

The Company retains the right "to introduce new or improved methods" under Section 7.1 of the Agreement, the Employer notes; and the Union may not rely upon Section 107.1 to bar Management from changing methods of operation. To allow such a result would render the rights bargained for in Section 7.1 meaningless, according to the Employer.

The Company regards the implementation of canopies in this case as a change in operations rather than a change in the conditions of employment. This distinction is significant, the Company asserts, since changes in operations are not barred by Section 107 of the Agreement and may be unilaterally implemented.

The Company states the Union has failed to establish the canopy is unsafe. The Company points to its demonstrated concern for safety throughout the trial period and the response of the Company to problems identified by Employees.

The Employer regards its assessment of cost savings and increased productivity as a non-issue in this case, citing arbitral authority to support the proposition that it has the primary responsibility to direct the work and to make judgments regarding economics and efficiency. The Union has failed to demonstrate that the change in this case was brought about for reasons other than increased productivity.

For all these reasons, the Company requests that the Board deny the grievance.

DISCUSSION:

Limited Scope of Dispute:

The conflict in this case pertains only to the assignment of routine field work to be performed under temporary shelters. The dispute is thus limited to the assignment of work which, prior to the introduction of the tents, would not have been performed in the rain (Tr. 14). The Union does not dispute the performance of emergency work by Employees in inclement weather and does not contend that the use of a canopy in such a situation would constitute a violation of the Agreement (Tr. 12, 13).

Increase in Productivity:

The evidence and testimony presented supports a conclusion that an increase in productivity and efficiency was achieved by the introduction of the tents. Although the Union contends that the particular statistics developed by the Company are unreliable on a variety of grounds, the record is sufficient to establish an increase in productive work when canopies are made available for use in certain situations.

However, a demonstrated improvement in efficiency or productivity is not dispositive of the issue in this case. The issue before the Board is whether the unilateral implementation of the canopies constitutes a violation of the Agreement, in particular Sections 105.1(a), 107.1 and 203.1. If this change constitutes a violation of these provisions, or any of them, the Union has the right to protest their unilateral implementation by the Company notwithstanding any demonstrated improvement in efficiency.

The Company's position is accepted that it is within the Employer's prerogative to assess efficiency and economy in its methods of operation. The Board does not purport to judge the merit of the tent program in terms of cost-savings or increased productivity; that is the province of the Company to determine. The sole issue to be determined by the Board is whether the program complies with the Agreement.

See PAGE TEN . . .

Photo: Wayne Greer

Ray Hicks, center, Fitter, was another witness for the Local Union. Here he's in the field on a job siting, north of Sacramento where he just learned the result of the arbitration. With Hicks are crew members, left to right, Don Palmer, Light Crew Foreman, and, Gary Marshall, Helper. Also available as a witness in San Francisco, not pictured, was Bob Hesse, Light Crew Foreman.

'Tent' arbitration— arbitrator's opinion

. . . From PAGE NINE

Section 7.1 - Management Rights:

The Management's Rights Clause of the Agreement, Section 7.1, vests in the Company the right to manage its business, direct its work forces and "introduce new or improved methods" (Jt. Ex. 1). However, the foregoing prerogatives are "subject to the provisions of this Agreement" (id.). The question presented is whether the Agreement provisions cited by the Union restrict or limit the Company's right to unilaterally implement the tent assignments at issue. In this regard, it is noted that the Union does not challenge the right of the Company to introduce new technology or methods per se, but challenges the application of certain provisions of the Agreement to the Company's actions in this case.

Safety - Section 105.1(a):

The Union contends implementation of the tents is barred by Section 105.1(a), which requires the Company to make reasonable provision for the safety of Employees (Jt. Ex. 1).

The Company recognizes that utilization of the tents in certain circumstances can be unsafe. The record supports a conclusion that numerous safety concerns must be taken into consideration in determining whether a tent may safely be used to perform a given job in light of weather conditions. Many variables are involved in making such an assessment, requiring that the circumstances be appropriately evaluated on an individual, case-by-case basis. However, the evidence and testimony presented fails to support an across-the-board conclusion that the utilization of tents to perform routine field work in inclement weather is unsafe and therefore violative of Section 105.1(a). Even according to Union witnesses, there are circumstances where such work may safely be performed under the canopies. Use of the tents is, therefore, not barred in all circumstances under this provision.

Inclement Weather - Section 203.1:

The Union contends that the longstanding application of Section 203.1 supports its position in this case. The Company does not dispute that the assignments at issue here constitute a departure from longstanding and consistent past practice (Tr. 9, 10). The record is clear that routine work was not performed in inclement weather by gas transmission and distribution crews prior to the introduction of the tents (Tr. 69).

Section 203.1 of the Agreement must be interpreted in light of this established practice. The provision contemplates that, "because of inclement weather or other similar cause," Employees may not be required to work in the field. The provision goes on to set forth the other types of activities to which Employees may be assigned under such circumstances: "they may be held pending emergency calls and may be given first aid, safety or other instruction, or may be required to perform miscellaneous work in the yard, warehouse, or in any other sheltered location" (Jt. Ex. 1). These are the types of activities that were assigned to the crews in question during inclement weather prior to the introduction of the tent. The assignment of these Employees to perform routine jobs under the canopies in the rain, thus, constitutes a significant departure from the historical application of Section 203.1 to gas transmission and distribution crews.

While the tents provide some protection from the elements, they do not qualify as a "sheltered location" within the meaning of Section 203.1. It is clear that, in setting up and tearing down the tents, setting up safety equipment, obtaining equipment from the truck, as well as other activities, Employees performing work in inclement weather with the canopies are exposed to the elements. Requiring Employees to perform the work at issue under the tents is not consistent with the intent expressed in Section 203.1, as that provision has been consistently applied to these Employees by the Parties in the past.

Section 107.1 - Anti-Abrogation Clause:

The remaining issue is whether this unilateral change in work requirements constitutes a violation of the Anti-Abrogation Clause contained in Section 107.1 of the Agreement. The Union relies upon the language which provides that the Company shall not "change the conditions of employment of any...Employee to his disadvantage," providing that the "foregoing limitation shall not limit Company in making a change in a condition in employment if such change has been negotiated and agreed to by Company and Union" (Jt. Ex. 1). Here, the record is clear the Union did not agree to the assignments at issue.

According to the Union, the Company has clearly changed the conditions of employment to the detriment of Employees affected by this program in that it has required them to perform long hours of routine work in unpleasant and uncomfortable conditions, which was not required in the past. This, the Union asserts, has upset the historical balance the Parties have achieved regarding performance of work in inclement weather.

The Company asserts that the change involved in this case is one in operations rather than in conditions of employment and, hence, is not prohibited by Section 107.1 of the Agreement. This distinction is significant, according to the Company, because a change in the method of operation is subject to exclusive control of Management.

In determining whether the change in this case is in a method of operation or in an individual Employee benefit, it must be ascertained whether the benefit is of peculiar personal value to the Employee and whether it has been the subject of negotiation between the Parties prior to its institution.

In this case, the benefit to the Employee in not being assigned to perform routine work in inclement weather is not merely incidental to the Company's main purpose but is a condition of employment that inures to the direct, personal benefit of an Employee. The Employee's working environment, safety and physical comfort are directly affected by the change in conditions at issue in this case. Under the circumstances, it may not be found that a change in the method of operations, alone, is involved here.

The "change in operation" implemented by the Company does not solely involve the introduction of a new piece of equipment. Use of the tents led to a significant change in the longstanding practice under Section 203.1 regarding assignment of work in inclement weather. Further, this change in working conditions for gas transmission and distribution crews was disadvantageous. It was not shown that the fieldwork locations were the equivalent of "sheltered locations" within the meaning of Section 203.1 of the Agreement.

Additionally, the record supports a conclusion that the performance of work during inclement weather has been the subject of negotiations between the Parties. This is evidenced by the inclusion of an inclement weather provision in the Contract (Jt. Ex. 1).

In light of the foregoing facts, the conclusion is required that the Company has violated Section 107.1 of the Agreement by unilaterally requiring the crews in question to perform routine work under the canopies in inclement weather, as this constitutes a disadvantageous change in the conditions of employment. This conclusion is not to say that the tent program may not be implemented under any circumstances. It does mean that the Company is first obligated to negotiate and agree with the Union as provided under Section 107.1 before it may implement such a change in employment conditions.

Distinguishable Facts:

This case is distinguishable from Arbitration Case No. 90 on a number of grounds. First, this case involves a working condition of direct personal benefit to Employees, not an incidental benefit such as that at issue in Case No. 90. This matter involves an Agreement provision regarding inclement weather in addition to a longstanding practice. Further, the practice at issue in that case was not one of general applicability: only one sub-Foreman each week, who volunteered for particular work, was affected. In this case, a practice of general applicability to all light crew Employees is potentially involved. Further, while the tent program was initially voluntary, the assignments ceased to be voluntary after the first year trial period.

Another distinguishing factor in Arbitration Case 90 was the significance placed by the Board on the failure of the Union to grieve prior changes on the same issue in other locations. No such acquiescence on the part of the Union at other locations has been established in this matter. In fact, this grievance was brought to protest the pilot implementation of this program, based upon the record presented.

Accordingly, the following decision is made:

DECISION:

The requirement that certain gas department Employees perform non-emergency field work under temporary rain shelters constitutes a violation of Section 107.1 and 203.1 of the Agreement.

The Company shall forthwith cease and desist from unilaterally requiring the Employees in question to perform routine field work under temporary rain shelters in inclement weather.

1245 UPDATE

Commonwealth Electric

Local 1245 Staff Attorney Tom Dalzell traveled to Los Angeles to appear before the 9th Circuit Court of Appeals on April 3 to argue once more that the Union's position with respect to an ongoing dispute with Commonwealth Electric over pension contributions for employees who worked on the San Diego Powerlink Project should be upheld. The Union's position has already been sustained by the Council on Industrial Relations for the Electrical Contracting Industry and the United States District Court for the Southern District of California, and the April 3 hearing represented a last-ditch appeal by Commonwealth. The three other contractors on the San Diego project made pension contributions in accordance with the 1983-1984 master agreement between the IBEW and the National Electrical Contractors' Association, but Commonwealth has consistently argued that the master agreement does not apply to it. A decision from the Court is expected within several months.

Sierra Pacific Power

Arbitrator Armon Barsamian has scheduled an arbitration hearing between Sierra Pacific Power and Local 1245 for July 23 and 24 in Reno. The arbitration involves the Company's decision to create a new management position instead of filling a bargaining unit vacancy.

GEO

The Company is taking the position that going back to the table is futile, and that they plan to submit another offer based upon options suggested by Local 1245's negotiating team.

Representing the Local Union have been Mark Geiser, Business Representative Bob Choate and Assistant Business Manager Orv Owen.

Expectations are not high for a decent settlement, and while members are evergreened until the end of the year, the probability of some work action looks strong.

Local 1245 has been on the property since 1968—and during this time negotiations also slowed in 1978 when we ended up settling just short of arbitration.

Davey Tree Arbitration

Arbitrator Barbara Chvany will conduct a hearing in an arbitration between Local 1245 and Davey Tree on April 23, 1985. The arbitration involves the discharge of a Local 1245 member in the San Jose Division for alleged possession of marijuana on the job. Business Representative Larry Pierce has asserted in the grievance procedure that the marijuana was planted in the employee's truck by a supervisor in an effort to fire the employee just days before he was to receive a large bonus for attendance and safe working practices.

Recently meeting at Local Union Headquarters were CP National Negotiating Committee members, left to right, Don Raymond, Lassen District; Robert Robinette, South Lake Tahoe; Dora Corone, Elko Telephone, and Assistant Business Manager Orv Owen.

CP National

Members at CP National are voting on the Company's latest offer on medical, dental, vision care and short-term disability benefits. Votes will be tallied on April 30.

IBEW Local 1245's Negotiating Committee submitted the offer to the membership with no recommendation.

The Company had requested a contract reopener on the benefits in February. The Union did not seek any improvements in the existing benefits because of the excellent coverage provided and did not request to open the negotiations.

The Local's Committee sought to extend the existing agreement which expires April 30, 1985, for another three years.

The Company and the Union Negotiating Committees held four collective bargaining sessions, March 21, 22, 27, and 29, 1985, to consider and discuss amendments to the benefit plans. During all these sessions, the Company maintained their position that they must be able to control the skyrocketing medical costs or they would be forced to reduce the level of benefits for employees.

The Company submitted as part of their proposed amendments, a "Health Plan Awareness Program," which has been in effect for management employees since February 1, 1985. This plan is designed to limit and monitor possible abuses by the medical profession and control unnecessary medical costs.

However, adoption of this plan would reduce some of the current benefits available in our present Medical Plan. The Company indicated that any reductions on current benefits are offset by the inclusion of their proposed "Prescription Drug Plan," "Hospital Audit Program," "Hospice Care," and "Extended Care Facility and Home Health Care" provisions.

Court rules federal wage standards apply to local governments

The federal Fair Labor Standards Act, which sets minimum wage--and maximum hour standards, applies to state and local government,--the U.S. Supreme Court ruled on February 19 in a 5-4 decision.

In Garcia v. San Antonio Metropolitan Transit Authority, et al., No 82-1913, the high court expressly overturned its 1976 decision in National League of Cities v. Usery, 426 U.S. 833, in which a 5-4 majority decided that a 1974 extension of the FLSA to state and local government was unconstitutional as it applied to those areas of activity considered to be "traditional governmental functions." The National League of Cities decision also overruled a 1968 U.S. Supreme Court decision that extension of the FLSA in 1966 to public hospitals and educational institutions was a valid exercise of congressional powers under the Commerce Clause of the constitution.

Although National League of Cities granted the public sector immunity from the FLSA for nearly a decade, the statute itself was not changed to remove public sector employees from coverage. Consequently, the provisions of the FLSA extending coverage to the public sector remain essentially intact.

In general, the FLSA requires that employees covered by the act receive a minimum wage of $3.35 an hour, and that employees working more than 40 hours in a workweek receive at least time and a half for hours worked over 40.

Law enforcement and firefighting personnel were excepted from the 40-hour workweek standard, and different maximum hour standards were established for them. The 1974 amendments provided that law enforcement and firefighting personnel with "tours of duty" exceeding 216 hours in a 28-day work period (or 54 hours within a 7-day period) be paid at least time and a half for hours exceeding 216 (or 54), by January 1, 1977.

The February 19 Supreme Court decision did not address the issue of when the FLSA becomes operative with respect to public employees. The FLSA is administered by the Wage and Hour division of the Department of Labor. Further instructions are expected to be issued by the Department of Labor in Washington, D.C., but no one is certain when.

Tri-Dam

Business Representative Mickey Harrington reports that a bargaining table agreement was reached with the negotiators for the Tri-Dam Project on Friday, April 5, on the terms for a new three-year Memorandum of Understanding.

Highlights of the agreement include the following:

- A first year increase of 5% in wages and 2% in PERS contributions;
- Second and third year cost-of-living adjustments based on the CPI with a 5% cap, the first 2% of which is allocated to the PERS contribution;
- All overtime at the doubletime rate;
- Shift premiums increased to parity with PG&E;
- Maintenance of benefits during the life of MOU;
- 3.3% equity increase for Station Attendants; and
- Improved payroll deduction language.

The Tri-Dam Board of Directors was scheduled to review the agreement during the week of April 15 with a ratification vote to be held after that.

Local 1245 bargaining committee members included Business Representative Harrington and Tri-Dam employees, Bill Cashman and Jack Carillo.

Alameda Bureau of Electricity

Business Representative Joe Valentino reports that Local 1245 members at the Alameda Bureau of Electricity recently ratified a new one-year agreement with the Bureau.

The agreement was ratified after the Bureau agreed to extend its previously offered equity adjustment to System Operators and Relief System Operators. Serving on the Union's bargaining committee with Valentino were Dennis Gow and Ray Young. "The Union just went and plowed a little deeper," said one Local 1245 member, explaining the ratification vote which followed an earlier rejection of the Bureau's offer.

Photo: Carol Bedsole

Art Murray

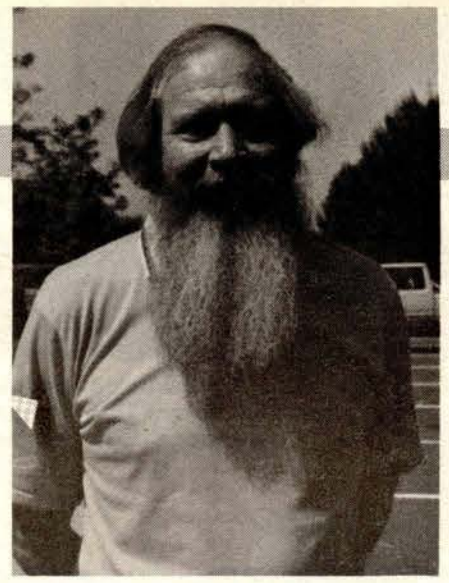


Photo: Carol Bedsole

Gary Mai

New representatives on Local 1245 staff

Meet two new IBEW Local 1245 Business Representatives: Art Murray, left, is a Lineman from PG&E's Sacramento Division, and is assigned to the East Bay, Diablo area. He has been a member of the Local for 15 years and a Shop Steward for all those years. Among his various Local Union activities, Murray served as Vacaville Unit 3812 Chairman for two terms, and served on the Sacramento Joint Grievance Committee for four years, and on the Solano District Enhancement Committee. Murray has also attended Shop Steward Certification Training programs. Murray and his wife Brenda and their three children, Ron, 19; Mike, 16; and Tamara, 13, reside in Fairfield.

Gary Mai, right, comes on staff with 15 years experience as Chief Shop Steward for the City of Lodi, where he was employed in the Line Department. Mai served as Chairman of the City of Lodi Unit since 1982, and participated on the City of Lodi Negotiating Committee from 1970 through 1984.

A member of the Local Union since 1968, Mai has been assigned as a Business Representative to serve members at Sacramento Municipal Utility District, Modesto Irrigation District, and the City of Roseville.

Two fatalities in Local— deepest sympathies extended

On April 9, 1985, PG&E General Construction Journeyman Lineman Guy D. Castle was declared dead on arrival at Alameda Hospital in Sonora, California, following an electrical contact that he had suffered that morning near Strawberry Lodge.

The job on which Castle's crew was working entailed a cut-over from 4kV line to 17kV. The accident occured while the crew was working on a conductor that was de-energized and grounded at one end. The victim was on a pole working on a primary conductor when the generator at the lodge was turned on. The energy from the generator apparently back-fed through the transformer to the primary conductor on which Castle was working resulting in electrical contact.

Castle was 33-years-old and lived in the Mother Lode with his wife and two children.

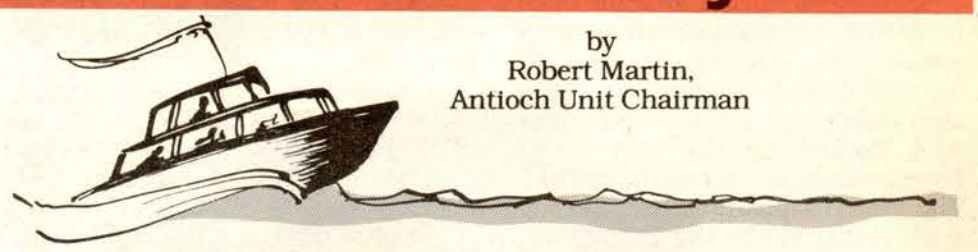
On March 3, 1985, Sacramento Municipal Utility District employee Charles M. Reed, Heavy Equipment Operator, fell down an embankment breaking three ribs and collapsing one lung.

He was taken to the local Placerville Hospital where he was taped up and discharged. Within hours he was readmitted in great pain, at which time it was confirmed that Reed had suffered a puncture in his lung and was flown to Sutter Memorial Hospital in Sacramento. Reed's condition worsened in the first week following admission and he was placed on life support systems. By Monday, April 1, it was clear that Reed could not be sustained and he was removed from the life support system. Reed died on the morning of April 5, 1985. A 12-year member of IBEW Local 1245, he was 50 years of age.

IN MEMORIAM
Guy D. Castle
October 26, 1951
—
April 8, 1985

IN MEMORIAM
Charles M. Reed
August 12, 1934
—
April 5, 1985

Poker Run set for May 18



by
Robert Martin,
Antioch Unit Chairman

The 1985 Day On the Delta Poker Run will be held on Saturday, May 18. The annual event presented by the Antioch Unit will start at Brannan Island State Recreation Area Boat Ramp with sign-in from 7:30 to 10:30 a.m. The cost of each poker hand will be $2.

The Poker Run includes stops at Tower Park Marina, Moore's River Boat, Spindrift Marina, and Herman and Helen's Marina. The run ends back at Brannan Island State Recreation Area Day Use Beach with a ramp raffle, and to turn in hands at 4 p.m. Free hotdogs and beans are planned again this year. Please provide your own fixins.

Boaters select sealed envelopes which contain a card at each stop—and at the end of the day, the best hands prevail.

The Poker Run Committee members are Jim Poindexter, Fred Martinez, Dan Conway, Gary Surfus, Dale Kaupanser, David Bowman, Bob Martin, Charley Payne, Al Reed, and Jim Duncan.

Come out and enjoy a day on the Delta. For more information, see your Shop Steward or contact your Business Representative.

Slo-Pitch Enthusiasts— Mark Your Calendar!

IBEW Local 1245
8th Annual Slo-Pitch
Softball Tournament
Saturday, June 1, 1985
Sunday, June 2, 1985
Willow Pass Park, Concord

Plan To Attend

Team play for members & immediate family. Tournament USSSA Sanctioned. Winners advance to Mens 'B' Industrial World Championship, September 28 and 29 in Sunnyvale, California. Trophies will be presented.

IBEW Local 1245
Slo-Pitch Softball Tournament Team Entry Form
(please type or print)

Team Name: _____

Manager's Name: _____

Manager's Address: _____

Manager's Phone: Area Code ( ) _____

Please include full team roster.

Divisions: ☐ OPEN ☐ OLDIES BUT GOODIE (35+)* ☐ WOMENS OR MIXED

***35+Older can include 2 members younger than 35 years of age**

Please submit this completed entry form, along with $140.00 team entry fee to: IBEW Local 1245, P.O. Box 4790, Walnut Creek, CA 94596, ATTN: Bob Choate, Ron Fitzsimmons, Softball coordinators.
Make checks payable to: Ron Fitzsimmons