



UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

PG&E ARB CASE

Kagel hears O.T. issues

A "deal's a deal"—that's how Local 1245 Staff Attorney Tom Dalzell summed up the union's position in Arbitration Case No. 130 which was presented to Arbitrator Sam Kagel in San Francisco on April 24, 1985.

In early 1984, the company announced that it would no longer follow the pre-arranged overtime system which had been in effect in most departments in the San Francisco Division for at least 25 years.

Under the old system, the parties had implemented the requirement of contract Section 208 that prearranged overtime be distributed equally among employees with a variety of systems, all of which included the practice of paying employees who were improperly bypassed for prearranged overtime as if they had worked.

After a staggered elimination of these systems in various departments, Industrial Relations Manager I. W. Bonbright in December, 1984, notified the union that the company was cancelling all prearranged overtime procedures in effect in the entire San Francisco Division. practice of paying employees who had been bypassed, the union filed grievances. Originally the company rejected many of these grievances on procedural grounds, but after the union filed a charge with the National Labor Relations Board, the parties agreed that the arbitration with Kagel would settle the issue for the entire division.

Because the facts were undisputed, the hearing was relatively short. The company agreed that the practice of paying employees bypassed for prearranged overtime had been observed for at least 25 years, but argued that it is not protected by the anti-abrogation clause of the contract (Section 107.1). The union argued that the past practice was not inconsistent with the contract and that it may not be discontinued without the agreement of the union.

Attending the hearing on behalf of the union were Business Representatives Dorothy Fortier, Joe Valentino, Ed Caruso, and Frank Saxsenmeier, and Shop Stewards Jerry Cepernich, Ray Slatterly, James Hogan, Rudy Woodford, and Wilma Arjona.

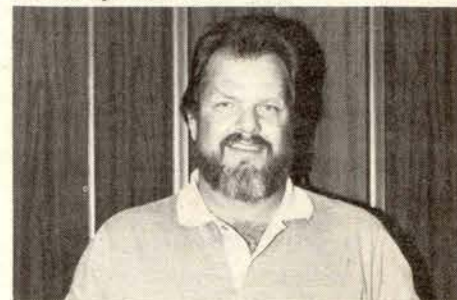
Briefs will be filed with Arbitrator Kagel in June, and a decision is expected in July. If the union prevails, the parties will attempt to determine how much is owed employees who were bypassed; if they cannot agree on the amount, the matter will go back to Kagel for his consideration.



Members of the Negotiating Team at Lynch Communications included: Jan Davis, Patty Gray, Marsha Barker, Eilsteen Fells, Zenda Robbins.



Anne Spencer...



...and Business Representative Mack Wilson were also on the Team.

Contract ratified at Lynch

Members at Lynch Communications Systems, Reno, recently ratified a new three-year agreement by an overwhelming majority vote.

Business Representative Mack Wilson reports that the new contract provides for a general wage increase of 3 percent effective June 1, 1985, 1986 and 1987.

The negotiating team including Wilson and members, Marsha Barker, Jan Davis, Eilsteen Fells, Patty Gray, Zenda Robbins and Anne Spencer were in negotiations

over a two week period from April 22 to May 3.

Wilson said that the Negotiating Committee worked hard, stuck together, and addressed the many issues that members at Lynch had proposed.

"The team went into negotiations in full recognition of existing economic pressures—and gave up nothing, while coming away with an improved package, they were a great team to work with," Wilson said.

Some of the other main im-

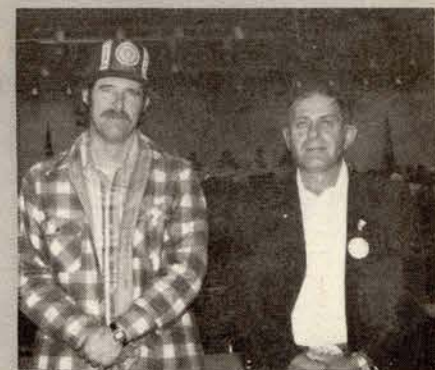
provements in the new package include:

- More vacation for long-term employees
- Letters-of-reprimand removed from employee files after 18-months
- Breaks to be extended from 10 to 15 minutes
- Substantial improvements in retirement plan
- Improvements in personal leave—to be used in four-hour increments.

Members help halt anti-union moves



Unionist packed the hearing room in Reno. At right are Valmy Shop Steward Ken Ludzow and Business Representative John Stralla at hearing.



Unit Chairman, Mike Roper and his family at hearing in Winnemucca.

Organized labor in Nevada was instrumental in defeating a legislative measure which would have wiped out a law guaranteeing construction workers the local prevailing wage on public projects.

In April a large number of our members joined with other labor representatives to voice strong opposition to Assembly Bill 376.

Members participated in rallies held in conjunction with Public Hearings in Winnemucca, Reno and Las Vegas where the issue was discussed at length.

Subsequent to the Public

Hearings, AB 376 was killed in committee. Following that, another bill, AB 377, was introduced which took a lot of the teeth out of killing AB 376. AB 377 proposes in effect to average varying wages from scab and union contractors to establish prevailing rates which then would lower the prevailing rate applications. As this issue goes to press, and the Nevada Legislative session winds to a close, it is expected that organized labor will have to continue its struggle to maintain existing legislation on prevailing rates.



YOUR LEGAL RIGHTS

Neyhart, Anderson, Nussbaum, Reilly & Freitas, P.C.



Going to and from work

By Joan Foster

A common question that is asked by PG&E members is to what extent are injuries covered which happen to members while going to and coming from work?

The rules under workers' compensation law are not confined to the actual manipulation of tools at work nor exact hours of work.

However, workers' compensation is not intended to protect the worker against all perils of the journey between home and work.

Between these two extremes, lies the law. If an employee has fixed hours and a place of work, injuries occurring **on the premises** while they are going to and from work before or after working hours, or at lunch time, are compensable, but if the injury occurs off the premises, it is not compensable. This is the general rule and, of course, there are many, many exceptions.

The first exception we will address in this instance is injuries that occur due to special hazards. In subsequent articles, we will discuss other exceptions.

A fall in the process of opening the door to work was held com-

pensable because the entrance was an inset brick floor six feet off the sidewalk. However, some courts have held that the distance from the entrance to the premises of 30 feet and 20 feet was too far and denied compensation and some have upheld a fall on a ramp to be work related. The most common ground of extension to the general rule is that the off-premises point at which the injury occurred lies on the only route or normal route which employees must travel to reach the plant and therefore the special hazards of the route become the hazards of the employment. However, circumstances must be shown that the road unreasonably and unnecessarily increased the risk of injury.

For example, a special hazard can be supplied by the need to make a left turn across traffic in order to enter an employer's premises.

A clear case for compensability is found when the off-premises route is the **only** means of access to the premises. This has also been held to apply to the

usual or expected route by almost all the employees. If an alternate route is available and if it is no safer, the rule will usually be applied. However, if a safe or other route is available, the exception will not apply.

Another extension of the law has been a parking lot, sidewalk, street or alley installed and maintained by an employer and if an injury occurs in this area, will be held compensable.

As for parking lot injuries, these have been held to include accidents such as a slip and fall, suffering a heart attack, collision with a co-worker's car.

As you can see, there are many exceptions to the general rule. Because these issues are difficult to determine, if you are in doubt about whether you would receive workers' compensation, it is important to contact an attorney so as to determine whether your specific injury would be compensable under workers' compensation laws.

In the next issue, I will discuss another exception—the "special errand" rule.

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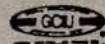
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WUPA



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Legal Questions ?

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In California
(800) 652-1569

In Nevada
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APPOINTMENTS

CITY OF LODI Maintenance and Operations Negotiating Committee

Ralph Lea
Cliff Heupel
Elmo Ortey
Steve Dutra

General Services Negotiating Committee

John Hagen
Cory Wadlow
Diane Wood
Chris Mitchell

PACIFIC TREE EXPERT COMPANY

Ballot Committee
Lee Carpenter

CP NATIONAL CORPORATION

Elko Telephone Negotiating Committee

Dora Carone
Sandra Reynolds
Mary Janet Peterson
Teresa Puccinelli
Charles Stout

PLUMAS-SIERRA REC

1985 Negotiating Committee

Greg Nervino
Dave Wearin

LOCAL UNION 1245

Health and Safety Committee

Robert A. Bustamante
(Alternate Position)

CONFERENCES AND CONVENTIONS

17th Annual Contra Costa/Alameda Safety and Health Conference

Joe Aquilio
Robert J. Daniels
Gino Aramini
John Callejas
Fara Catanzarite
Olga Salgado
Ron Fitzsimmons

IBEW Ninth District Industrial Conference

Anne Spencer
Marsha Barker
Elisteen Fells
Zenda Robbins
Janice Davis
Patricia Gray

America's biggest tax avoiders

The following companies not only paid no net taxes at all during the period 1981-1983, but actually received rebates from the federal government. At the same time, their profits were in the millions or even billions, and their top executives received handsome—and increased—salaries.

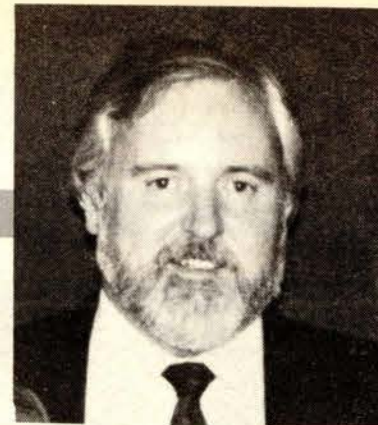
See: Business Manager column →

Company	1981-83 profit	Tax rebate	Executive	1984 pay	1983 pay
G.E.	\$6.5 bil.	\$283 mil.	J. Welsh jr.	\$1.3 mil.	\$1.1 mil.
Weyerhaeuser	\$640 mil.	\$138 mil.	G. Weyerhaeuser	\$672 mil.	\$720 mil.
Georgia Pac.	\$400 mil.	\$99 mil.	T.M. Hann	\$685 mil.	\$452 mil.
Celanese	\$296 mil.	\$45 mil.	J. Macomber	\$9 mil.	\$68 mil.
CSX Corp.	\$1.7 bil.	\$15 mil.	H. Watkins	\$97 mil.	\$48 mil.

POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



'Tax reform' may result in 'tax inequity' for workers

In congress, the debate over the federal budget is warming up. Cuts and freezes are being proposed, while at the same time, tax reform bills are being debated.

Make no mistake about it — the tax reform bills are all designed to increase revenue to the federal government.

A tax increase is almost mandatory if anything is going to be done about the huge federal budget deficit, which is excess of \$200 billion.

No one in congress, or the President for that matter, has the guts to propose an across-the-board increase in the current tax law. Instead, they propose "tax reform," which singles out certain groups to pay increased taxes. One area that looks like easy pickings for congress is taxation of workers' fringe benefits, which would produce \$24 billion annually.

We have written articles in the Utility Reporter concerning the taxation of employee benefits. Organized workers in this country have over the years negotiated a variety of fringe benefits. Pensions, health care and disability plans provide a measure of security or protection for workers as they grow older. Workers have accepted these programs based on the premise that they are a form of tax-free income and based on the fact that they fill a social need.

The Treasury Department Report, as a matter of taxpayer equity, says, "It is unfair that one taxpayer is excused from paying income tax on the value of a fringe benefit, while another who wants to enjoy the same goods or service, but does not receive it as a fringe benefit, must purchase it with after-tax dollars."

Assuming that statement by the Treasury Department makes sense, why doesn't the Treasury take on the fact that corporations are allowed to make millions in profit, yet pay no net taxes? A Washington D.C. research group has released figures on those American companies which are paying no taxes at all.

When the 1981 Tax Reform Act granted tax concessions to the rich and corporations, 65 major U.S. firms earned nearly \$50 billion in profits while paying no taxes at all. So much for taxpayer equity.

Support is growing in congress for a bill that would impose a minimum tax on corporations and rich persons.

It has been said that because this year is not an election year, congress might be willing to vote on a tax reform that may hurt workers. Also, games are played where sometimes tax increase amendments are tied to other bills that are not necessarily related to tax reform. All sorts of maneuvering will be going on to get tax reform passed this year.

Members should write to their legislators asking them to oppose any proposal to tax benefits. All of congress is aware of this issue, as President Reagan proposed taxing health benefits in the last congress.

Any member of congress who votes to tax benefits as a means of resolving the budget deficit should be voted out of office in 1986.

In Unity,

Jack McNally

AROUND THE SYSTEM —PG&E



Members of the Benefits Bargaining Committee include, top row l-r, Barbara Hartke Assistant Business Manager Manny Mederos and Stu Neblett. Bottom row l-r, Arlis Watson and Jerry Cepernich.

Benefits bargaining committee

Assistant Business Manager Manny Mederos reports that his committee, made up of Jerry Cepernich, Barbara Hartke, Stu Neblett, and Arlis Watson, has been busy at Local 1245 headquarters in Walnut Creek reviewing Unit proposals, gathering information from in-

surance carriers about the cost of various plan improvements, and identifying necessary membership census information. When this information is all received, the committee will prepare a formal proposal for presentation to the company in mid-June.

Possible sale of Trinity County Electric facilities

On April 22, Business Manager Jack McNally and Business Representative Rich Hafner and other Union staff members met with company representatives to discuss the effect of a possible sale of the

company's Trinity County electric facilities on Local 1245 members in Trinity and Humboldt Counties. The Local will be closely watching this situation in order to protect the rights of members.

Machinists, Mechanics Riggers and Welders

The union is still awaiting the company's answer regarding MMRW apprenticeship programs.

Assistant Business Manager Ron Fitzsimmons reports that there seems to be an internal conflict in Steam Generation on consolidating certain apprenticeships.

No date has been set to meet with the company.

Steam Generating Traveling Crew

Assistant Business Manager Corb Wheeler reports that the union has sent the company a proposal to revise the method by which the parties assure the equal distribution of traveling among employees. The company's response and further developments will be reported in future editions of this paper.

Contract clarifications

Assistant Business Manager Corb Wheeler has submitted proposed modifications of the contract clarifications for hours (Section 205) and Relief Agreements (Sections 205 and 208). The union proposals would simply bring the contract clarifications up to date with Review Committee decisions and Letters of Agreement which have been signed since the last update in 1971.

Positive discipline

President Howard Stiefer, Assistant Business Manager Corb Wheeler, Business Representative Perry Zimmerman, and Shop Stewards Larry Wood and Arlis Watson met with the company on April 28 to review a number of complaints which have arisen in the North Bay Division with respect to the experimental positive discipline system in effect in the North Bay.

General Construction Mechanical Services

Senior Assistant Business Manager Darrel Mitchell reports that a bargaining table agreement was reached with the company on April 18 and is presently being reduced to writing. Job definitions and lines

of progression have been revised in the Mechanical Services Department, and the Painter and Lead Painter classifications will receive an equity wage increase to reflect their current duties.

LIFELINE —HEALTH AND SAFETY

'Pole-arc' decision from Cal/OSHA

On August 8, 1984 a Cal/OSHA Safety Engineer investigated an accident in San Jose in which a Lineman reached for a Pacific Telephone and Telegraph "J" hook while descending a pole.

When the "J" hook turned, the Lineman lost his balance causing him to kick out and fall 18 feet.

The Cal/OSHA inspector issued a general citation to PG&E because the employee "did not use straps or lanyards while descending a power pole and passing telephone cables." PG&E appealed the citation and the union asked for, and received, third party status.

At the appeal hearing on February 15, 1985, both the company and the union presented evidence that it was contrary to the ultimate safety of Linemen to require that employees use a

lanyard and/or body belt while ascending and descending poles.

The company and union argued further that the Cal/OSHA regulation that employers require the use of body belts with straps or lanyards by employees working on poles or other elevated locations, unless other safeguards to prevent falling are used, does not require lanyards to be used while climbing or descending a pole.

In the decision issued on March 8, the Administrative Law Judge found that climbing of poles does not constitute "working at an elevated position" and therefore, free climbing is still permissible under Cal/OSHA Regulations.

The employee is still required to be tied-off when reaching the point on the pole at which they are working.

Barehand helicopter update

The appeal hearing for two citations issued to Haverfield Helicopters by the Labor Commissioner's office was held on April 16, 1985 in Sacramento. The citations, served January 28 and March 8, 1985 respectively, were issued on the basis that Haverfield was performing work for which the Company did not hold a valid contractor's license. The amounts of \$400 and \$22,400 respectively were computed on the basis of \$100 a day multiplied by the number of individuals employed.

The Union did not have party status but did observe the hearing and Business Representative Gene Wallace testified as a witness for the Labor Commissioner.

The single Deputy Labor Commissioner, now lawyer, presenting the case was matched by two attorneys for the helicopter company.

Haverfield Helicopter tried to show variously that a contractor's license was not required to change out spacers by helicopter on the 500 kV line, that PG&E commonly used unlicensed entities to do helicopter and other work, that only three, rather than seven employees worked on the project and that the Labor Commissioner had notified the helicopter company of only one day that Haverfield had actually been

performing work.

PG&E witnesses testified that unlicensed contractors were indeed often used, a fact of which the union was unaware.

In the determination on Civil Penalty Citation/Assessment issued on April 18, the Hearing Officer found that the citations provided adequate notice to the company of the days for which they were cited; that the activity in which the company was engaged did require a contractor's license, which Haverfield did not hold. The amount of one of the citations was reduced from \$22,400 to \$9,600 on the basis that three rather than seven employees were on the job.

The total penalty assessed was thus \$10,000 due and payable by April 28. No further administrative appeal is available under the Labor Code.

Despite requests for information regarding the variance, the union is unaware of any progress by Cal/OSHA on this issue.

Speculation is rampant that Cal/OSHA may foot-drag on both the variance and citation appeals until after the project is completed. The union is determined to make such foot-dragging uncomfortable for Cal/OSHA, Haverfield Helicopter and PG&E.

Clerical Job Evaluation

Assistant Business Manager Roger Stalcup reports that the Clerical Evaluation Bargaining Committee is still waiting for the consultant's computer reports analyzing the recent round of data collection from employees in the field.

Once the computer analysis is completed, the duty statements and skill profiles developed after selective interviews will be tested against the more comprehensive field interviews completed earlier this year.

After verification, revision, and drafting of all duty statements and skill profiles, the committee will analyze the role played by the size of the office on job duties and the relative importance or value of the various duties in each classification. Cut-off levels will then be negotiated, with the final step of the process being the actual evaluation of all clerical jobs.

Payment Processing

A new tentative agreement was reached on April 25 regarding standards.

The union is waiting for the company to send the finalized proposal back for final review.

Construction Representative

A meeting was held with the company on April 17, and no agreement could be reached.

The matter is going back to ar-

Arbitration Case No. 129

The case of an East Bay Meter Reader who was fired in April, 1984, was heard by Arbitrator David Concepcion in San Francisco on May 2, 1985.

The company claims that the employee, who had worked for the company for almost five years but as a Meter Reader for only five months, "curbed" or estimated reads on seventeen meters in Hayward on March 27, 1984.

The company's case relies on reads made by a supervisor several

hours after the Meter Reader which did not match the Meter Reader's reads.

The grievant was the only witness for the union, and she described the events of the day, denying that she had willfully falsified any reads.

The union also argued that it is not to be expected that an employee who knows that she is going to be audited later that day, as the grievant knew, is going to "curb" meter reading.

Long weekend OKed

ATTENTION PG&E METER READERS: As you may know, the Company had scheduled Saturday, November 9, as a mandatory Saturday read day. On April 22, Business Manager Jack McNally met with the company and requested that the day be changed inasmuch as November 9 is part of a three-day weekend. As a result of this request, the Company has agreed to reschedule the mandatory Saturday read so that it does not fall in conjunction with a three-day weekend.

Comm Tech

In November 1984, the FCC discontinued testing and licensing of most communications personnel.

As a result, the company and union have suspended the Second Class FCC requirement for Communications Technicians. A Letter of Agreement will be signed after agreement is reached on testing criteria.

Steam Generation

The company and union committees met on May 8 to begin negotiations on a union wage proposal for operators and a company proposal on this and other issues. Members of the union committee include Assistant Business Manager Manny Mederos and members Ray Gallagher, Robert "Rusty" Ross, and Gary Surfus.

Meter Reading

Union and company representatives met on May 1 in an effort to work out a last-minute agreement on the use of an electronic timing device which is programmed into the hand-held microcomputers which the company hopes to begin substituting for meter books on June 17.

The issue, which has been under discussion in the meter reading negotiations for more than two years, is of critical importance not only to Meter Readers, but to Gas Servicemen, Troublemakers, and a number of other classifications targeted for eventual computerization by the company.

Staff Attorney Tom Dalzell, who along with Meter Readers Bob Blanc, Napa; Christine Lay, Sacramento; and Jerry Takeuchi, San Francisco, represents the union in these negotiations, reports that the bargaining is not going well.

"The company has convinced us that there are good reasons for limited use of the timing device during the initial phasing in of the electronic meter reading, but they haven't come up with any good reasons for keeping it in after they've gotten their computerized route sizing program going."

No further negotiations were planned as this issue of the Utility Reporter went to press, and Local 1245 representatives were considering their alternatives in handling the issue.

General Construction tool list

The union's bargaining committee, led by Senior Assistant Business Manager Darrel Mitchell, has sent the company a proposal which

is designed to conclude bargaining on the tool list for General Construction employees.

ARBITRATIONS

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 No. 124 involves the discharge of a Gas Serviceman for allegedly tampering with his gas meter. Briefs were filed with Arbitrator Robert Burns on May 6, 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 heard the case on May 2, 1985.

Arbitration Case No. 130 involves the prearranged overtime system in San Francisco Division, Underground. Arbitrator Sam Kagel heard 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.

Underground Pre-bids

Eligible members are reminded to submit prebids for:

1. Utility Underground Installer
2. Underground Installer

Follow the regular process for submitting pre-bids as soon as possible.

Letter of Agreement: Underground Gas and Electric

On March 8, 1985, Business Manager Jack McNally signed a Letter of Agreement, the full text of which reprinted here provides for the creation of joint underground gas and electric installation crews.

Negotiations for the agreement were led by Assistant Business Manager Ron Fitzsimmons and included employees from both Electric and Gas Departments. Fitzsimmons explained that with the new Letter of Agreement, PG&E will be able both to operate more efficiently and to increase productivity, thus becoming more competitive.

Fitzsimmons also stressed the importance of the next to last paragraph of the Letter of Agreement, where the Company agreed that, "no employee would be displaced, demoted, or reassigned to different work for lack of work as a result of this agreement."

February 13, 1985

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, California 94596

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

As a result of our discussion on January 25, 1985, Company proposes the establishment of a permanent Underground Gas and Electric Utility Installation Crew to install new residential gas and electric services as follows.

Until Company and Union agree to the contrary, assignments to Utility Underground Installer and Underground Installer will be made on a temporary basis in accordance with the provisions of Section 205.3 of the Labor Agreement.

This work will be performed by a Utility Underground Installer or higher classification (who has been appropriately trained) with the assistance of an Underground Installer or another Utility UG Installer. The Underground Installer will not be required to perform splicing or terminating alone or as part of a crew.

The temporary classifications, wages and job descriptions consist of the following:

1041 Utility UG Installer (\$667.45).

An employee who is in charge of a working unit/crew of one to five additional employees engaged in the installation of new UG residential services. Shall have the personal qualifications of leadership and supervisory ability, and be familiar with G.O. 112, G.O. 128, Company Construction Standards, safety rules and accounting requirements. Shall be skilled in the installation of electric non-lead cable systems and plastic gas distribution systems and the operation of associated construction tools and equipment.

Gas

Next Lower Classifications	Same or Higher Classifications
0560 Fitter	0640 L.C. Foreman
0562 Fitter—Arc	*0641 L.C. Foreman
0563 Unassigned Fitter	1041 Utility UG Installer
* **1042 UG Installer	
1300 Gas Mechanic	
* **1645 Equipment Operator	
* **1650 Heavy Equipment Operator	

Electric

Next Lower Classifications	Same or Higher Classifications
*1042 UG Installer	0140 Cableman
*1660 T&D Equipment Operator	0683 Night Cable Subforeman
	0740 Line Subforeman
	0820 Cable Subforeman
	*0845 Working Foreman
	1041 Utility UG Installer
	1100 Lineman
	1103 Unassigned Lineman
	2280 Cable Splicer
	2283 Night Cable Splicer
	2286 Unassigned Cable Splicer
	2540 Troubleman

*Must have successfully completed ACT.

**Applicable to those employees who have completed the Fieldman/Equipment Operator Training Program. However, this will not apply to those employees who, through no fault of their own, were not scheduled to attend the training program on a seniority basis.

Notes: A. Work units/crews will not be required to perform any function that creates a hazard to life or property, nor exceed that capability of manpower, training, tools or equipment available.

B. A minimum of three employees is required to install services in excess of 2 inches or inserts in excess of 1 1/4 inches.

C. Cable installation is limited to non-lead, CIC and direct buried types for purposes of this agreement regarding new UG residential secondary service, including splicing and the associated substructures. Hot termination and meter installation is limited to 600 volts or less providing special training has been provided.

nd Electric Installation Crew

1042 UG Installer (\$556.65)

An employee who, as part of a unit/crew is engaged in the installation of new underground residential plastic gas and electric distribution construction services. Shall be familiar with G.O. 112, G.O. 128, Company Construction Standards, safety rules and accounting requirements. Shall be skilled in the installation of electric non-lead cable systems and plastic gas distribution systems and the operation of associated construction tools and equipment. Assists the Utility UG Installer or higher classifications.

Gas

Next Lower Classifications	Same or Higher Classifications
0419 Truck Driver	0465 Hvy. Truck Driver
0524 Fieldman (18-month step)	*0524 Fieldman (24-month step)
	0560 Fitter
	0562 Fitter—Arc
	0563 Fitter, Unassigned
	1041 Utility UG Installer
	1042 UG Installer
	1300 Gas Mechanic
	1645 Equipment Operator
	1650 Hvy. Equipment Operator

Electric

Next Lower Classifications	Same or Higher Classifications
0456 T&D Driver	0149 Cableman
1943 Patrolman	0623 Labor Foreman
1190 Str. Lt. Main- tenanceman	0683 Night Cable Subforeman
0960 Cableman's Helper	0740 Line Subforeman
	0820 Cable Subforeman
	0845 Working Foreman
	0990 Inspector
	1041 Utility UG Installer
	1042 UG Installer
	1100 Lineman
	1103 Unassigned Lineman
	2280 Cable Splicer
	2283 Night Cable Splicer
	2286 Unassigned Cable Splicer
	2540 Troubleman

Underground Utility Work Unit/Crew Training

1. Administration:

- 1.1 All training, qualifying and reviewing of personnel for assignment to an underground utility work unit shall be administered jointly by the Division Gas and Electric instructors.
- 1.2 Company shall provide training, as listed in Items 3.1 through 3.3 below, when ten (10) or more Electric T&D employees within a Region have submitted prebids to Utility UG Installer or UG Installer.

2. The following training will be required for Gas T&D employees:

- 2.1 Two days of classroom training based on the material and instruction received at the initial two-day, non-lead splicing course.
- 2.2 Three days of actual on-the-job training to qualify personnel in the proper installation of secondary underground services.
- 2.3 Two days of on-the-job observation and review of work procedures by the Division instructors.

3. The following training will be provided for Electric T&D employees subject to the provisions of 1.2 above:

- 3.1 Three days of Division classroom and hands-on training based upon the expanded Plastic System Training Course.
- 3.2 Three days of actual on-the-job training to qualify personnel in the proper installation of plastic gas services.
- 3.3 Two days of on-the-job observation and review of work procedures by Division instructors.

*Applicable to those employees who have completed the Fieldman/Equipment Operator Training Program. However, this will not apply to those employees who, through no fault of their own, were not scheduled to attend the training program on a seniority basis.

Notes: A. Work units/crews will not be required to perform any function that creates a hazard to life or property, nor exceed that capability of manpower, training, tools or equipment available.

B. A minimum of three employees is required to install services in excess of 2 inches or inserts in excess of 1 1/4 inches.

C. Cable installation is limited to non-lead, CIC and direct buried types for purposes of this agreement regarding new UG residential secondary service.

D. Will act as an assistant to the Utility UG Installer or higher classifications in the performance of cable termination, splicing, and meter installation.

The crew/unit will report to Gas supervision.

Company will provide training for all employees working in the underground utility work unit. The following is a description and schedule of the training:

Further, it has been agreed that employees working in Utility Underground Installer and Underground Installer classifications would be on a voluntary basis. A Gas T&D employee may at any time request and be granted the right to return to his regular classification and duties. An Electric T&D employee, upon successful completion of the required training, will be considered as having volunteered for such assignments as they occur, in accordance with the provisions of Section 205.3 of the Labor Agreement, for a period of 12 consecutive months.

Company also agreed that no employee would be displaced, demoted or reassigned to different work for lack of work as a result of this agreement. Employees classified as UG Installer will be subject to the non-lead splicing course for the purpose of familiarizing them with the work process. However, in the assignment of duties, note D of the UG Installer classification will govern.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Company.

Yours very truly,
PACIFIC GAS AND ELECTRIC COMPANY
By/s/I. W. Bonbright
Manager of Industrial Relations

The Union is in accord with the foregoing and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO

March 8, 1985

By/s/J. K. McNally
Business Manager

FINANCIAL STATEMENT

April 12, 1985

To The Officers and Members of The
International Brotherhood of Electrical
Workers, Local No. 1245
Walnut Creek, California

We have examined the statements of cash receipts and disbursements of your Local Union for the year ended December 31, 1984 and the related statement of assets, liabilities and equity at December 31, 1984. Our examination was made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

Generally accepted accounting principles have not been established for labor organizations. The Local records receipts and disbursements on a cash basis. The basis of its statement of assets, liabilities and equity is described in the note thereto.

The savings account and stock fund account which make up the Supplemental Retirement-Severance Fund are included in these statements as they are carried in the name of the Local and are considered an asset of the Local. However, as of December 31, 1984, the entire amount in the fund was a liability to present and former employees and the Local had no equity in the fund.

In our opinion, the above-mentioned financial statements present fairly the cash receipts and disbursements of Local No. 1245 for the year ended December 31, 1984 and the equity of Local No. 1245 at December 31, 1984 in accordance with the accounting principles stated in the note to the statement of assets, liabilities and equity applied on a consistent basis.

Cheng Accountancy Corporation

EXHIBIT A INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 1245 STATEMENT OF ASSETS, LIABILITIES AND EQUITY December 31, 1984

ASSETS

Cash Accounts and Stock Fund at cost:			
General Fund:			
Wells Fargo Bank—checking account	\$ 22,105.41		
Wells Fargo Bank—market rate account	849,848.52		
Cash funds	5,200.00		
Total General Fund			\$877,153.93
Savings Accounts and Stock Fund at cost—			
Supplemental Retirement—Severance Fund		69,883.49	
Checking Account—Political Donation Fund		516.02	
Total Cash and Stock Fund at Cost			947,553.44
200 shares P.G.&E common stock—at cost		3,388.17	
Air Transportation deposit		425.00	
Loan receivable from Energy Workers Center, Inc.		179,883.31	
Fixed assets:			
Automobiles (40) at cost	388,297.00		
Less: allowance for depreciation	193,329.00		194,968.00
Furniture and office equipment—at cost	288,136.05		
Less: allowance for depreciation	177,047.63		111,088.42
Total assets			<u>\$1,437,306.34</u>

LIABILITIES AND EQUITY

Liabilities:			
IBEW per capita portion of November and December receipts to forward		\$ 454,978.72	
Payroll taxes		890.02	
Wells Fargo Bank loan—computer purchase and expenses		21,136.15	
For Supplemental Retirement—Severance	\$ 69,883.49	\$ 546,888.38	
Equity:			
General Fund	889,901.94		
Political Donation Fund	516.02		890,417.96
Total Liabilities and Equity			<u>\$1,437,306.34</u>

Note: The accounts are maintained on a cash basis. Assets and liabilities consist of those arising from cash transactions and all other material assets and liabilities. Depreciation has been computed on depreciable assets at 30% per year on automobiles and 10% per year on furniture and equipment. Prepaid and delinquent dues and unpaid and prepaid operating expenses are not included in this statement.

EXHIBIT B INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 1245 STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS For the Year Ended December 31, 1984

SUPPLEMENTAL RETIREMENT-SEVERANCE FUND

Balance, December 31, 1983		\$81,690.93	
Receipts:			
Interest	\$ 6,112.83		
Dividends	2,309.57		8,422.40
Total receipts and balance			90,113.33
Disbursements:			
Transfer to General Fund for forwarding to former employee			20,229.84
Balance, December 31, 1984			<u>\$69,883.49</u>
Details of Balance:			
Eight American Savings and Loan Accounts	\$55,453.42		
One Dodge & Cox Fund account—at cost	14,430.07		
Total as above	\$69,883.49		

EXHIBIT C POLITICAL DONATION FUND

Cash Balance, December 31, 1983		\$ 908.83	
Receipts:			
Part of Local Union's portion of dues deposited direct to this fund		10,000.00	
Total receipts and balance			10,908.83
Disbursements:			
Eddie Souza, City of Santa Clara Council	\$ 250.00		
Idaho State AFL/CIO-COPE	100.00		
Alameda C.L.C. Unionist of the Year Dinner	70.00		
Santa Clara C.L.C.-COPE	350.00		
Gluzze for Council Commission	250.00		
Marin County Labor Council dinner	70.00		
Gary Possarino, State Assembly Committee	500.00		
David Roberti, State Senate Committee	150.00		
John Garamendi, State Senate Committee	1,050.00		
Assemblyman Floyd Campaign	600.00		
Citizens against Prop 39	3,000.00		
Mary Jadiker for Assembly	1,000.00		
Mello for Senate Campaign Committee	1,000.00		
Friends of Gene Jackett	1,000.00		
Noel Manokian for Surpeme Court	100.00		
Len Nevin for Sparks Assembly	200.00		
Bob Saden for Reno Assembly	200.00		
Jim Stone for Sparks Assembly	500.00		
Service charges	2.81		10,392.81
Cash balance, December 31, 1984—			
Wells Fargo checking account		\$ 516.02	

FINANCIAL STATEMENT

EXHIBIT D
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 1245
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
For the Year Ended December 31, 1984

GENERAL FUND

Cash balance, December 31, 1983		\$1,190,655.65
Receipts:		
Local Union portion of receipts:		
"A" members' dues	\$ 68,997.92	
"BA" members' dues	4,651,933.84	
Initiation fees	22,505.35	
Reinstatement fees	375.00	
Agency fees	33,672.12	
Working dues—Outside Line	355,939.26	
Difference in dues	16,207.52	5,149,631.01
Reimbursements to General Fund:		
Receipts held for credit or to refund	9,576.91	
Members' credits applied to dues, etc.	(1,951.92)	
Interest	92,033.90	
Dividends	332.00	
Refunds and reimbursements:		
Loan payments—Energy Workers Center:		
Interest	14,617.17	
Principal	13,982.83	
Disability pay and other payroll	5,946.00	
Health and welfare	1,179.60	
Sale of used autos	27,400.00	
Legal expenses	11,903.90	
Staff expenses	1,904.68	
Office expenses	3,660.39	
Donations	500.00	
Sale of baseball caps, pins and other	6,015.00	
From Sup. Ret-Sev. Fund to forward to former employee	20,229.84	
Insurance reimbursement—auto	6,003.90	
Others	5,942.49	219,276.69
International portion of receipts:		
"A" members' per capita	155,590.72	
"BA" members' per capita	1,154,322.00	
Initiation fees	22,506.05	
D.B.A.F. fees	735.00	
Reinstatement fees	166.00	
Agency fees	10,845.00	1,344,164.77
Total receipts		6,713,072.47
Total balance and receipts		7,903,728.12
Disbursements, per Page 7 of Schedule of Disbursements		7,026,574.19
Cash balance, December 31, 1984, Details in Statement of Assets, Liabilities and Equity		\$ 877,153.93

GENERAL FUND

Affiliation fees:		
International Brotherhood of Electrical Workers	\$1,430,657.89	
San Francisco C.L.C.	2,880.00	
Santa Clara C.L.C.	5,147.00	
Alameda C.L.C.	7,680.00	
Northern Nevada C.L.C.	1,650.00	
Nevada State AFL-CIO	2,625.00	
Nevada State Electrical Association	420.00	
Sacramento C.L.C.	5,760.00	
Contra Costa C.L.C.	4,500.00	
California Federation of Labor	39,375.00	
California State Association of Electrical Workers	10,500.00	
Marin County C.L.C.	819.00	
San Joaquin and Calaveras C.L.C.	2,100.00	
Butte-Glenn C.L.C.	690.00	
Napa-Solano C.L.C.	1,284.00	
Kern-Inyo-Mono C.L.C.	1,445.00	
Fresno-Madera C.L.C.	3,000.00	
Sonoma, Mendocino, Lake C.L.C.	1,920.00	
Merced-Mariposa C.L.C.	1,068.75	
Stanislaus-Tuolumne C.L.C.	1,116.00	
Marysville C.L.C.	240.00	
Humboldt-Del Norte C.L.C.	603.00	
Five Counties C.L.C.	681.60	
Monterey County C.L.C.	576.00	
Joint Ex. Con. of N.C. Electrical Workers	75.00	
Government Coordinating Council	600.00	
Other	1,433.88	
Total		1,528,847.12

Staff expenses:		
Salaries		\$2,036,956.89
Hotels		34,845.95
Meals		72,123.06
Other transportation		5,596.53
Automobile expenses		179,611.97
Purchase autos		104,582.30
Moving expenses		1,900.00
Health and safety		3,451.24
Credit card fees		376.00
Outside Line staff		11,472.07
Other		394.54

Total 2,451,310.55

GENERAL FUND

Research and Education:		
Utility Reporter	\$ 92,716.86	
Public relations	3,159.04	
Subscriptions and publications	11,626.12	
Educational	7,569.15	
Scholarship awards and expenses	3,073.27	
Dues for membership to:		
Cal. Council Environmental & Economic Balance	2,400.00	
Western Labor Press	50.00	
Coalition of Labor and Business	210.00	
American Public Health	50.00	
Consumer Federation of California	100.00	
New Oakland Committee	25.00	
Public Employee Council	100.00	
Northern Nevada Health Cost Coalition	100.00	
Union Label Co.	48.00	
National Safety Council	100.00	
Council Senior Citizens	8.00	
State Bar of California	390.00	
International Foundation Employee Benefit Plan	325.00	
International Labor Communication Association	60.00	
Industrial Health Program	1,369.17	
Other	5.00	
Total		123,484.61
Office expenses:		
Clerical salaries	\$ 377,551.96	
Rent	94,680.00	
Telephone	152,796.81	
Postage and meter expense	31,442.37	
Supplies and printing	62,768.07	
Equipment maintenance	14,422.71	
Data processing	82,078.23	
Equipment rental	5,463.52	
Furniture and equipment	10,543.72	
Mileage	986.51	
Total		832,733.90

GENERAL FUND

Committee salaries and expenses:		
Executive Board meetings	\$ 47,243.22	
Executive Board Committees:		
Ways and Means	3,052.49	
Political Education	37.87	
Advisory Council	50,299.50	
Trustee Committee	11,425.58	
Conference and Convention	41,450.48	
Grievance Committee	28,472.49	
Review Committee	10,065.82	
Safety	22,117.07	
P.G.&E. apprenticeship	8,153.63	
AC Transit arbitration	686.36	
City of Chico arbitration	26.40	
P.G.&E. Steam Review Travel Crew	2,549.43	
Substation Travel Crew	7,149.43	
Sacramento Regional Transit arbitration	21.00	
P.G.&E. Switch and Clear Crew	2,668.33	
Re-rate Committee	5,703.28	
P.C.B. Changeout	1,746.77	
Citizen Health and Safety	11,876.17	
Unit Officer Conference	26,960.94	
Utility Conference	3,757.72	
Clerical Conference	2,790.35	
Other conferences	52,222.80	
Local Election Committee	11,916.47	
Other committees	24,105.29	
Total		376,498.89

See NEXT PAGE

FINANCIAL STATEMENT — CONTINUED

GENERAL FUND

Various Negotiating Committees:	
Sierra Pacific Power	\$ 32,880.41
U.S. Bureau of Reclamation	15,307.32
Nevada Irrigation Dist.	389.84
Lynch Communication	348.20
Pacific Tree Expert	5,678.34
Pacific Gas Transmission	9,996.35
Truckee Donner PUD	822.84
City of Santa Clara	19.84
Outside Line Construction	38,468.44
CP National	15,374.00
City of Lodi	2,093.86
Standard Pacific Gas	7,455.89
City of Oakland	316.80
Group W Cable	3,629.63
Western T.V. Cable negotiation	289.82
Sacramento Municipal Utilities District	21,280.83
Sacramento Municipal Utilities District Arbitration	2,966.15
Sacramento Municipal Utilities District Grievance	227.73
City of Berkeley	306.48
City of Redding	1,241.53
OWID	38.50
Concord T.V. Cable	1,220.34
Total	160,353.14
P.G.&E. Negotiating Committees:	
Wage and Contract	\$ 246,470.07
Departmental:	
Clerical	85,258.36
Gas Meter Shop	5,736.87
Geysers Power Plant	1,253.25
Meter Readers	18,843.71
Diablo Canyon	5,874.44
Total	363,436.70
Membership supplies:	
Election expenses	\$ 240.00
Supplies	7,652.26
International supplies	4,943.00
Scrolls and IBEW pins	475.00
Shop Steward supplies	3,204.92
Total	16,515.18
Membership benefits:	
Group life insurance	\$ 92,882.16
Flowers	851.29
Pin award dinners	13,066.83
Unit meeting prizes	1,100.00
Memorial bibles	446.59
Unit refreshment fund	9,675.00
Donations in lieu of flowers	50.00
Total	118,071.87
Donations:	
Tanisha Dudley Trust Fund	\$ 7,673.07
City of Hope	500.00
Boy Scouts	100.00
Redding Police Officers' Association	55.00
Other	350.00
Total	8,678.07
Payroll taxes:	
Employee portion:	
U.S. income tax withheld	(411,612.76)
California income tax withheld	(100,104.47)
FICA withheld	(143,161.92)
SDI withheld	(12,259.82)
U.S. income tax forwarded	411,612.76
California income tax forwarded	100,104.47
FICA forwarded	143,161.92
SDI forwarded	12,259.82
Local Union portion:	
FICA	151,178.53
California Unemployment	16,117.02
Nevada Unemployment	757.46
U.S. Unemployment	5,228.34
California Training Fund	509.55
Total	173,790.90

GENERAL FUND

Employee benefits:	
Health & Welfare plans	\$248,379.90
Group life insurance	19,290.77
Staff pension plan	325,059.97
Clerical pension plan	55,651.95
Total	648,382.59
Other disbursements:	
Legal fees	\$29,344.49
Audit fees	2,860.00
Hall rentals	38,530.93
Refunds	2,482.46
PRD service charges	4,187.09
Workmen's compensation insurance	93,520.44
Other taxes	3,840.26
Bank loan payments, interest and principal	18,000.00
Forward Retirement-Severance received for former employee	20,229.84
Trustee fees	825.00
Bond and insurance	4,014.00
Baseball tournament	6,636.16
Total	224,470.67
Total General Fund Disbursements	\$7,026,574.19

April 12, 1985

To the Board Of Directors
IBEW Local Union 1245
Energy Workers Center, Inc.
Walnut Creek, California

We have examined the balance sheet of the IBEW Local 1245 Energy Workers Center, Inc. at December 31, 1984 and the related statement of income and expense for the year then ended. Our examination was made in accordance with generally accepted auditing standards and included such tests of the records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the above mentioned financial statements present fairly the financial position of the IBEW Local Union 1245 Energy Workers Center, Inc. at December 31, 1984 and its income and expense for the year then ended in accordance with generally accepted accounting principles applied on a consistent basis.

Cheng Accountancy Corporation

I.B.E.W. LOCAL UNION 1245 ENERGY WORKERS CENTER, INC. BALANCE SHEET DECEMBER 31, 1984

ASSETS

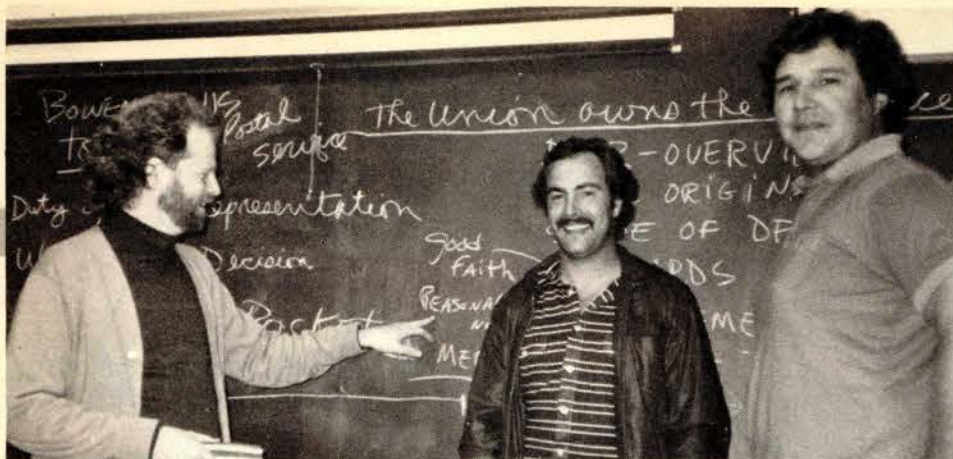
Cash in bank	\$ 4,952.40
Prepaid insurance	1,518.00
Fixed assets:	
Land	\$ 78,077.78
Building	361,383.31
Equipment	43,190.21
	482,651.30
	97,515.20
Total Assets	\$391,606.50

LIABILITIES AND NET WORTH

Liabilities:	
Loan payable to IBEW Local Union 1245	\$178,557.49
Accrued expenses	2,404.81
Net Worth:	
Balance December 31, 1983	198,868.83
Net income, per statement of income and expense (below)	11,775.37
Total Liabilities and Net Worth	\$391,606.50

STATEMENT OF INCOME AND EXPENSE YEAR ENDED DECEMBER 31, 1984

Income:	
Rent	\$ 85,750.00
Expense:	
Maintenance and supplies	8,235.10
Interest	15,891.35
Depreciation	11,725.20
Utilities	16,070.76
Property tax	8,996.14
Janitor	9,970.08
Insurance	2,851.00
Audits and other	235.00
Net income	\$ 11,775.37



Working with Instructor Jim Potterton, left, on a class project, are IBEW Local 1245 members Mark McLean and David Cossette.

Members back at school

by Bill Twohey,
Business Representative

Question: Where can you go any night of the week for good company, support, and a healthy dose of trade unionism?

Answer: San Jose City College's Labor Studies Program.

"I wish I'd known about these courses earlier," Mark McLean, Journeyman Lineman out of PG&E's Stockton and Lenzen Yard, San Jose, reported after he began taking classes.

For over five years the Labor Studies Program has been training shop stewards and union leaders in a variety of evening and weekend classes: Labor Law, Grievance Handling and Arbitration, Shop Stewards Training, Collective Bargaining, Effective Communications, Leadership Training, Utilizing the Media to name a few. SJCC offers a certificate of Labor Studies and an AA Degree in Labor Studies.

Director Jim Potterton has also developed an on-going training relationship with many local unions: SEIU, IAM, the Sheet Metal Workers, the Postal Workers, and IBEW to name a few. The Program's primary goal is to build and strengthen the labor movement by training and supporting the backbone of

the unions—the shop stewards. The Labor Studies Program not only offers the nuts and bolts of stewardship—knowledge and skills, but builds bonds between unionists of many unions in the public and private sector.

"The Labor Studies classes are very informative," says David Cossette, Lineman in the Electric T&D in Edenvale.

McLean and Cossette are only two of IBEW's active members who have taken advantage of the classes offered. Many students after taking one class, get hooked and go back for more.

McLean, a new labor studies student, is wasting no time, he's taking five classes this semester.

"Through collective bargaining, I understand the contract better, and how the contract comes about through negotiations. Through Grievance and Arbitration classes, I am learning how to handle grievances. I have more understanding about Labor Law and Labor History, what the labor movement was in the past and where it is going today. I'm going to take more classes in the future," McLean added.

1245 UPDATE

Pacific Tree ratifies contract

On April 23, 1985, ballots were counted in the second round of Pacific Tree contract ratification, and the membership voted by a two-to-one margin to accept the company's offer for a two-year contract. The contract, which provides for a wage formula effective January 1, 1986, has been signed. Meanwhile, the parties are in the process of selecting an arbitrator for the five cases involving the change of headquarters which have been referred to arbitration.

Sierra Pacific

Three aspects of the benefits package have recently been under discussion with Sierra Pacific—the application of withholding tax to the employee discount, a company proposal for cost containment in its medical plan, and updated the pension program. Assistant Business Manager Orville Owen reports that the company is reviewing information provided by the union on the employee discount issue and that a decision is expected in June, that the company withdrew its cost containment proposal, and that the pension modifications bringing it into conformity with ERISA rulings are underway.

CP National benefits bargaining

Assistant Business Manager Orville Owen reports that on April 30, 1985, ballots were counted on a ratification vote on a proposal from the company. The vote was 159 to 23 against ratification, with the major problem apparently being the company's proposal to reduce the plan's coverage of the first \$1000 of medical bills from 100 percent to 80 percent.

LETTER TO THE EDITOR

Elk Grove, CA.
April 24, 1985

Dear Jack,

Please accept my resignation as a Shop Steward at S.M.U.D.

Due to health reasons I have retired from employment at S.M.U.D. and will soon be submitting my active A card membership into the International Office on a non-working basis in order to preserve my retirement and insurance benefits.

My association over the years with Local Union 1245, its members and officers, and its representatives, has been one that has given me a lot of personal satisfaction, and many benefits to myself and family.

I have the highest regard for the organization.

Good wishes to all of you and I will stay in touch.

Fraternally yours,

Richard L. Daugherty

Brother Daugherty has been an active, loyal supporter of Local Union 1245. He has served on a variety of key committees and is a former Advisory Council member.

All of us at the Local Union want to thank him for his many years of service, and wish him the best!

— Jack McNally

Business Manager

OUTSIDE LINE

Henkels and McCoy

As a result of a charge filed with the National Labor Relations Board by Local 1245, Henkels and McCoy, Inc., has agreed to recognize and bargain with Local 1245 as the exclusive collective bargaining representative of its skilled Groundmen, Equipment Operators, Linemen and Cable Splicers in outside telephone construction in Northern California.

In addition, the company agreed to pay a total of \$30,000 in liquidated backpay to all skilled

laborer and craft employees who worked between June 1, 1983, and March 31, 1985, based on his hours worked. Any amounts due employees who cannot be located within 90 days will be used to pay any out-of-pocket medical expenses above \$200, which will be covered immediately. Employees who worked for Henkels and McCoy between 1983 and 1985 are urged to contact the Local's dispatch halls in Sacramento or Claremont, or union headquarters, as soon as possible.

Telephone and Rural Electric Agreements

Local 1245 has opened for modification its agreements for telephone and rural electrical construction with the National Electrical Contractors Association.

Western Line Constructors Chapter. Details of these negotiations will be reported as developments unfold.

PUBLIC AGENCIES

Drug policy on hold

In mid-March, the Sacramento Municipal Utilities District tried to initiate a new drug policy.

The Local Union totally disagreed with the company's policy.

Since the policy represents a change in the condition of employment, the union has called for a meeting with SMUD to discuss the matter.

Assistant Business Manager Ron Fitzsimmons and Business Repre-

sentative Gary Mai have been meeting with the Local's attorneys to review legal issues surrounding SMUD's proposed policy.

Among the items opposed, the Local disagrees with the company unilaterally being able to demand blood and urine sample testing.

Currently the policy is on hold.

The Local is awaiting a meeting date to be set by SMUD.

Buy AMERICAN tuna, support Unionists

Since 1980, the domestic tuna fishing and processing industries have been devastated by the dumping of foreign packed tuna products in the American marketplace. As a result, what was once a healthy industry has been reduced from 12 canneries employing 15,000 to four canneries with less than 3,000 workers in California and Puerto Rico. The U.S. tuna fishing fleet also has declined to the point where only 40 vessels now serve the needs of the tuna processing canneries. In addition, numerous support industries have, also suffered from the increase in market penetration by foreign fish processors.

Examination of this industry decline will point out the failure of the nation's free trade policy in today's changing world. The domestic tuna packing industry did not suffer from a failure to make a competitive product. On the contrary, American Technology has provided virtually all of the worldwide fishing and processing productivity improvements over the last 30 years. The establishment of health stan-

dards for domestic products has resulted in a safe, high quality tuna for the American consumer. Over the decades, American workers have developed the skills necessary to maintain cost effective processing operations. At the same time, Americans have maintained a fleet of modern, highly efficient tuna boats. In short, the American tuna industry has historically been the most productive in the world.

Under conditions where trade practices are conducted on an equal footing, the tuna processing industry would be flourishing. Yet, owing largely to advantages derived from low cost overseas production and direct foreign government assistance, the U.S. tuna industry cannot compete. Foreign wage rates far below domestic levels cannot be overcome regardless of the productivity level of American workers. Nor can direct financial subsidies or lesser regulatory requirements offered by foreign governments to their tuna industries be offset to permit fair competition by our domestic canneries.



Faced with the refusal of the Administration to stem the unfair trade practices of foreign producers of tuna products American business and labor have unilaterally undertaken a program to save the American tuna fishing and processing industries. As a first step, C.H.B. Foods, Inc. and the United Industrial Workers, Seafarers International Union of North America, have agreed to a joint project to narrow market advantages enjoyed by foreign producers. The centerpiece of this program will be the introduction of a new product line: AMERICAN tuna. The company will also operate a fleet of unionized tuna boats to supply its cannery operations in Terminal Island, California. AMERICAN tuna products will be of

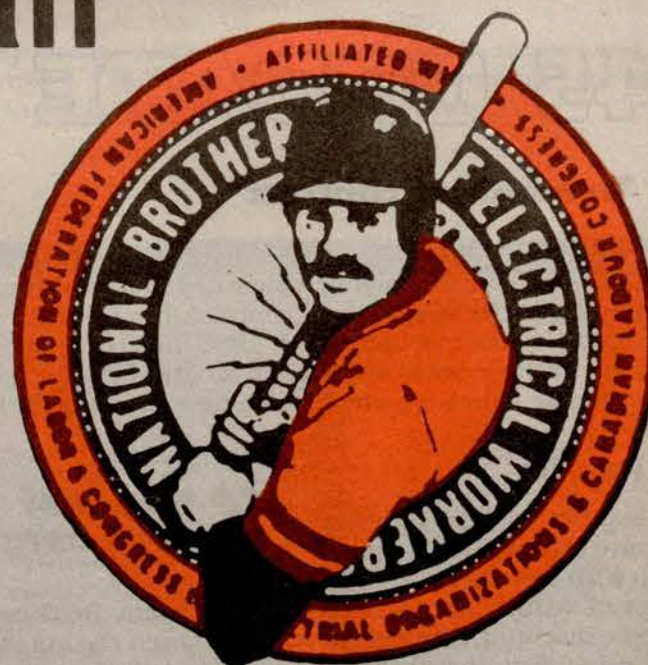
equal of superior quality and priced competitively with other brand names regardless of country of origin.

If this product line is successful, it is anticipated a second cannery which has been idle for three years will be reopened. This would provide employment opportunities for another 1,000 American union workers. It would also help revitalize the domestic tunaboat fleet and other support industries.

The UIW, SIUNA urges the National AFL-CIO and its affiliated unions to assist in this effort to meet foreign competition head on by urging its respective memberships to make the AMERICAN label a preferred purchase when shopping for tuna products.

Slo-Pitch Softball Tournament

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



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.

Divisions: OPEN, OLDIES BUT GOODIES (35+) WOMENS OR MIXED

Plan To Attend—Two Days of Fun!