Tentative agreement reached at Merced

After a nine-hour bargaining session which began at 3 o'clock in the afternoon on May 23, 1985, a tentative bargaining table agreement was reached between the Merced Irrigation District and Local 1245 on the terms of a three-year Memorandum of Understanding. The tentative agreement ended eight months of negotiations and put to rest rumors throughout Merced County that negotiations would break down, and farmers would be faced with a strike by District employees during the critical summer growing season.

Major provisions of the agreement, which was scheduled for a ratification vote by the membership as this issue of the Utility Reporter went to press, include the following:

• A first-year wage increase averaging 5½%, a 4% increase in 1986, and a 5½% increase in 1987.
• Advisory arbitration on terminations and suspensions of five days or more.
• An agreement on medical insurance which will enable the continued level of benefits and probably expand coverage to include vision.
• Mutually agreeable language on ditchtender work rules which will increase productivity for the District and protect the concerns of the Ditchtenders.

When negotiations on the final issues began on May 23, the parties were fairly far apart on several key points. As one member of the negotiating committee put it, “For a while there it seemed like it was a long shot with a limb in the way.” As the evening wore on, the efforts of the District’s attorney, Jay Jory, and Les Papazian, the President of the District Board of Directors who joined the negotiations for the final session, began to pay off.

Compromise was reached on a number of proposals, leaving only several major issues on the table. The hours passed, and with them the crowd of Local 1245 members outside the District office grew from 20 to 30, finally to more than 40 as midnight approached. “It was clear that we had the confidence of the support of the membership and that compromise was possible.”

See PAGE THREE

New State Supreme Court decision on public employee strikes issued

On May 13, 1985, the California Supreme Court, braving further attacks and criticism from the right, ruled that public employee strikes are not illegal in what has been characterized as “perhaps the most significant, and certainly the most notable, decision ever issued in the history of California public sector employment relations.”

For the last 20 years, the State Court of Appeal has consistently held that public employees do not have the right to strike, without specific legislative authorization granting such a right.

Because collective bargaining without the right to strike is more often than not, not full collective bargaining, public employees have often had to either risk striking illegally, as have Local 1245 members on several occasions, or negotiate the best possible agreement without the leverage of possible economic action by the employees.

Speaking out after 20 years of silence on the question, the State Supreme Court rejected the decisions of the Court of Appeal and found that the common law blanket prohibition on public employee strikes is no longer valid.

The Court then looked to the Meyers-Milias-Brown Act and found nothing in that statute which expressly prohibits strikes.

The Court then concluded that unless the legislature has specifically prohibited strikes, public employees may strike.

Although the Court upheld the general right to strike, it did rule that in certain situations courts may grant injunctions halting strikes which clearly, “create a substantial and imminent threat to the health or safety of the public.”

A review of this portion of the Court’s decision leads Local 1245’s attorneys to believe that few, if any, of Local 1245’s public sector members would fall into the category who would be subject to a back-to-work injunction.

“We conclude that it is not unlawful for public employees to engage in a concerted work stoppage for the purpose of improving their wages or conditions of employment, unless it has been determined that the work stoppage imposes an imminent threat to public health or safety.”

—California Supreme Court, May 15, 1985

Business Manager Jack McNally greeted the decision with enthusiasm. “Given the growing attacks on Chief Justice Rose Bird, it showed great courage on the Court’s part to rule as they did, to stand by their judicial convictions.

“Our members in the public sector will now have more muscle on our side of the bargaining table, and we’ve already seen at Merced Irrigation District what results this new muscle can produce.”
UPDATE ON LEGISLATION, REGULATIONS

Worker right-to-know

By Juliann Sum, Industrial Hygienist

One of the major occupational safety and health laws benefiting workers in California is the Worker Right-to-Know. This law requires employers to provide workers with basic health and safety information regarding hazardous substances in the workplace, in the form of Material Safety Data Sheets. The law will expire by the end of 1985, and the Federal OSHA Hazard Communication standard will take its place, unless the State legislature reauthorizes the State law.

In addition to the State law, which are not found in the Hazard Communications standard, include (1) coverage of all non-agricultural workers, not just manufacturing workers, (2) a specific list of hazardous substances, (3) the requirement that manufacturers justify to the director of the Department of Industrial Relations claims that the chemical contents of a product are trade secret, and (4) protection against discrimination for workers exercising their rights.

Much attention has been given in the legislature to reauthorizing the Worker Right-to-Know. Four bills being proposed would retain the State provisions, and three of these bills would add improvements.

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Agreement reached at Merced

From PAGE ONE...

if pushed far enough we would strike,” explained staff attorney Tom Dalzell who led the negotiations for Local 1245. “The May 13, 1985 State Supreme Court decision on public employee strikes dramatically affected the bargaining dynamics, and both sides knew that we were approaching summer with no agreement.”

Shortly before midnight the District gave the union its final proposal. “When Mr. Papazian told us that there wasn’t any more money to be had we took his word,” explained bargaining committee member Mike Higgins, “but then we started to move the money around. By changing the effective dates for the increases, we were able to get the base rates up closer to where they should be by the end of 1987, assuming that inflation doesn’t heat up again.”

The results of the ratification vote will be reported in the next issue of the Utility Reporter.

POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager

Tax proposals need scrutiny; voice your opinions now

Recently President Reagan appeared on national television to present his new tax proposal to the American people. He did an excellent job of presenting himself explaining that this tax reform deserves close attention and that the American public should support it.

The 461-page reform proposal is called “The President’s Tax Proposals to the Congress for Fairness, Growth and Simplicity.” On first review some democratic leaders praised portions of the plan. Even the national AFL-CIO acknowledged that the plan contained some long-sought reforms.

Over the last three years much has been said about the federal deficit and the need to reduce spending. The general consensus in Congress is that even with budget cutting, an increase in revenue is required to stop the ever-increasing deficit.

The President’s tax proposal is a tax reform to raise taxes. Almost all tax reform plans enacted since the beginning of taxation have in reality increased taxes. What happens in tax reform plans is that adjustments or changes are made in order to shift who pays more or less, with the net result of an increase in revenue to the federal government.

The use or abuse of tax credits and deductions by clever lawyers and accountants have created what are known as “loopholes” in the tax system. It is said that only the rich and corporations are able to use the loopholes, and therefore the middle class subsidizes the high income taxpayers. In an attempt to “reform” or correct the problem, the current tax proposal includes eliminating some of these tax credits and deductions.

I see a problem with this thinking. My intuition tells me that just recently the middle class has begun to use some of these loopholes to their advantage where they could not not in the past. I suspect this change is coming as a result of a greater number of middle-income taxpayers utilizing more tax credits and deductions, thereby potentially reducing revenue to the government.

The President’s tax proposals have some startling changes. The 14 brackets of tax rates ranging from 11 to 50 percent would be replaced by a three-bracket system of 15, 25, and 35 percent. On the surface that might not look too bad. However, you had better look at what deductions have been eliminated. Just as an example, the deductibility of state and local taxes would be repealed — your state income tax, your property taxes, state sales tax, and any other state, county or city tax you pay. Add it up, check it out.

Unemployment and disability payments would be treated as income and taxed accordingly. This obviously has the effect of cutting benefits for those who are unemployed and disabled. Also included in the proposed tax package are provisions to tax benefits. If you are covered by a health plan, you will have to include in your annual income $120 for a single person and $300 for a family. This doesn’t appear to be much of a problem, but it has the smell of the old camel getting its nose under the tent.

This obviously could be looked at for future tax increases. A bigger bite of the apple is taken from retirement and savings plans. Taxpayers who retire before age 59½ and want to take a lump-sum distribution from a savings or retirement plan would be subject to an excise tax, plus ordinary tax rules, with the 10-year averaging rule and special capital gains rule being eliminated. These changes could have a significant impact on a large number of Local 1245 members.

These are just a few of the glaring points of the President’s tax proposal. As this tax proposal will eventually have an impact on all of our members, we will publish more information and analysis. These tax proposals will certainly change as lobbying efforts influence amendments. If you are concerned, and you should be, especially about taxation of benefits, you should write your representatives in Congress and let them know how you feel.

In Unity,

IBEW 1245 BUSINESS MANAGER/JUNE 1985
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<tr>
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<td>Jul 6 1985</td>
<td>Fresno Central Labor Council</td>
<td>Ed Mallory</td>
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<td>San Joaquin Central Labor Council</td>
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**San Jose**

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<td>Fall 85</td>
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**Coast Valleys**

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**San Francisco**

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**Stockton**

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### IBEW Local 1245 Unit Meetings

#### Pacific Gas Transmission

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<th>Location</th>
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<tbody>
<tr>
<td>3021</td>
<td>SAND POINT, 3500 Selles Rd.</td>
<td>W. Miller</td>
<td>Wednesday 5:00 p.m.</td>
</tr>
<tr>
<td>3023</td>
<td>WALLA WALLA, J &amp; M Ranch</td>
<td>L. Thomas</td>
<td>Wednesday 7:00 p.m.</td>
</tr>
<tr>
<td>3024</td>
<td>REEDMONT, 413 W. Glacier St.</td>
<td>T. Touchon</td>
<td>Tuesday 7:00 p.m.</td>
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#### Humboldt

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<tr>
<td>3111</td>
<td>EUREKA, Labor Temple</td>
<td>J. Russell</td>
<td>Tuesday 7:30 p.m.</td>
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<tr>
<td>3123</td>
<td>GARBERVILLE, Fireman's Hall</td>
<td>T. Hensley</td>
<td>Thursday 5:00 p.m.</td>
</tr>
<tr>
<td>3112</td>
<td>WILLOW CREEK, Pelto's Pizza</td>
<td>W. Skoong</td>
<td>Tuesday 7:00 p.m.</td>
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#### Shasta

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<tr>
<td>3212</td>
<td>REDDING, Hospitality House</td>
<td>S. Fox</td>
<td>Tuesday 7:30 p.m.</td>
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<tr>
<td>3215</td>
<td>BUMNEY, Burney Bowling Alley</td>
<td>R. Trunnel</td>
<td>Thursday 7:30 p.m.</td>
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<tr>
<td>3216</td>
<td>TRINITY, New York Hotel</td>
<td>A.W. Wells</td>
<td>Tuesday 7:00 p.m.</td>
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#### Nevada

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<tr>
<td>3311</td>
<td>RENO, IBEW Hall</td>
<td>D. Moler</td>
<td>Wednesday 7:30 p.m.</td>
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<tr>
<td>3315</td>
<td>ELY, Fire Dept. Mfg. Hall</td>
<td>D. Straussburg</td>
<td>Thursday 4:40 p.m.</td>
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<tr>
<td>3316</td>
<td>RENO, Carpenter's Hall</td>
<td>J. Collins</td>
<td>Tuesday 6:00 p.m.</td>
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#### South Lake Tahoe

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<tr>
<td>3314</td>
<td>SOUTH LAKE TAHOE, Moote Lodge</td>
<td>S. Poore</td>
<td>Wednesday 6:30 p.m.</td>
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<td>3315</td>
<td>IVY, Fire Dept. Mfg. Hall</td>
<td>R. Trunnel</td>
<td>Thursday 4:30 p.m.</td>
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<tr>
<td>3412</td>
<td>QUINCY, Lawrence Street Stone Building</td>
<td>L. Adson</td>
<td>Wednesday 7:00 p.m.</td>
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<tr>
<td>3417</td>
<td>PARADISE, Red Lion Pizza</td>
<td>B. Lovet</td>
<td>Thursday 7:30 p.m.</td>
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#### Drum

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<tr>
<td>3511</td>
<td>AUBURN, Moose Lodge</td>
<td>S. Justis</td>
<td>Thursday 7:00 p.m.</td>
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#### Elk View

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<td>3611</td>
<td>MARYSVILLE, Petrecci's</td>
<td>J. Kuhn</td>
<td>Tuesday 6:00 p.m.</td>
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#### Outside Construction

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<tr>
<td>4911</td>
<td>OUTSIDE CONSTRUCTION, 170 W. San Jose</td>
<td>A. Knudsen</td>
<td>Thursday 6:00 p.m.</td>
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### North Bay

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<tr>
<td>3711</td>
<td>MARIN COUNTY, Sams</td>
<td>L. Wood</td>
<td>Thursday 5:30 p.m.</td>
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<tr>
<td>3712</td>
<td>SANTA ROSA, Round Table Pizza</td>
<td>H. Stieler</td>
<td>Tuesday 8:00 p.m.</td>
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<tr>
<td>3713</td>
<td>GEYERS, West Side Trustees</td>
<td>W. Dawson</td>
<td>Wednesday 4:40 p.m.</td>
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<td>3714</td>
<td>UKIAH, Memorial</td>
<td>K. Wilson</td>
<td>Wednesday 7:30 p.m.</td>
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<tr>
<td>3715</td>
<td>LAKEPORT, West America Bank, Main St., Lakeport</td>
<td>W. Dawson</td>
<td>Tuesday 8:00 p.m.</td>
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<tr>
<td>3716</td>
<td>NAPA/VALLEJO, &quot;Place to be announced&quot;</td>
<td>D. Faik</td>
<td>Thursday 7:00 p.m.</td>
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<tr>
<td>3717</td>
<td>FORT BRAGG — POINT ARENA, Masonic Temple</td>
<td>D.C. McDonell</td>
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### Sacramento

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<tr>
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<td>SACRAMENTO, Mama Mia's</td>
<td>D. Norris</td>
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<td>VACAVILLE, Brigadoon Lodge</td>
<td>J. Runewick</td>
<td>Thursday 7:00 p.m.</td>
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<tr>
<td>3813</td>
<td>PLACERVILLE, The Hopsego</td>
<td>G. Park</td>
<td>Wednesday 4:00 p.m.</td>
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<tr>
<td>3814</td>
<td>WOODLAND, American Legion Hall</td>
<td>Glenn Cooper</td>
<td>Thursday 5:30 p.m.</td>
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<tr>
<td>3815</td>
<td>SACRAMENTO REGIONAL TRANSIT</td>
<td>H. Landis</td>
<td>Wednesday 4:00 p.m.</td>
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### Citizens Utilities Company

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<td>AULTAR, Rancho Steak House</td>
<td>J. Buhl</td>
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<td>A. Knudsen</td>
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### Public Agencies

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How Does Organized Labor Impact the Unorganized Workforce?

By Joy Williamson

Since before the Revolutionary War concerned workers have been constantly attempting to unionize. Efforts for better working conditions, shortened hours, and higher wages have led to the widespread growth of unions in this country. In the past, establishing a union was very complicated and in some instances it still is today. Opposition from various forces, such as employers and the courts have contributed to the complexity of forming a union. Charged with the responsibility of creating change in the work force, unions continue to grow in size and strength.

When one talks of a union, people naturally assume that those who pay union dues are the only ones to benefit from union goals and activities. This is an inaccurate description of the unions' efforts for job improvements.

If there is a percentage of workers in a firm that belongs to a union, regardless of the size of that percentage their non-union counterparts will receive the same compensation gains that the union members have won. These same union gains can even affect other companies that have no organized labor force. The reason for this being that these companies fearing unionization will develop a package that gives their employees higher wages, better fringe benefits, and better working conditions.

Statistics have demonstrated that organized labor has increased the pay in large firms by ten to twenty percent. These higher wages have entitled the non-union members a chance to remove themselves from the poverty level and to become accustomed to a higher standard of living.
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Statistics have demonstrated that organized labor has increased the pay in large firms by ten to twenty percent. These higher wages have entitled the non-union members a chance to remove themselves from the poverty level and to become accustomed to a higher standard of living.

The non-union work force has benefited from the collective bargaining efforts of organized labor in other areas as well. It has seen improvement in insurance coverage, medical compensation, and retirement pay for example. These gains for the unorganized labor force are the direct results of union endeavor.

In addition to wages and benefits, safety regulations and sanitary and health conditions for non-union workers have been upgraded to coincide with those of the union. Some rules and procedures, while not practiced to the same extent for non-union workers, are also duplicated. For instance, it was discovered that in forty-two percent of non-union firms, employers will assure job security for those who have seniority and promotion will be given based on merit only. Even the grievance system comes into play although not as successfully as it is for union members.

In summary, then the question is: How has organized labor impacted the unorganized work force? First, the mere existence of an organized labor force has had a substantial affect on the unorganized segment of labor by causing employers to improve conditions for them as a means of escaping unionization. Secondly, the increases in pay scales won by unions have enabled non-union workers to escape poverty. Third, improved working conditions and benefits won by tough collective bargaining by unions have been applied to the unorganized workers as well. In short, without unions the unorganized workers would have no “champion” to protect their rights.
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In addition to wages and benefits, safety regulations and sanitary and health conditions for non-union workers have been upgraded to coincide with those of the union. Some of these gains have been achieved by tough collective bargaining by unions have been applied to the unorganized workers as well. In short, without unions the unorganized workers would have no "champion" to protect their rights.

**Governor guest speaker at Advisory Council meeting**

**IBEW Local 1245 was honored to have Nevada Governor Richard H. Bryan as a featured guest speaker at the recent Advisory Council meeting in Reno.**

There is in our own state, and I'm sure in California and other parts of the region, legislation that has been proposed in recent years which would, if enacted, set back those of us who have been part of the organized labor movement for many years — and it is a trend which must be ended.

"We've got to convince the average legislator that these kinds of legislative proposals are not in the best interest of this country. It seems to me that sometimes people who are not part of the movement that you have given your lives to, fail to understand that when it comes to purchasing a home, an automobile, a camper — all the sort of things that keep our economy growing, that you've got to have people out there that have the purchasing power to buy that equipment. You and I know that that cannot come from those folks in our society who live on a minimum wage.

Somehow, the members of the business community need to be enlightened, and there are some in our state, and I'm sure in the states that are represented here, that understand that.

We've had a frontal assault in Nevada on the prevailing wage law — the Little Bacon Davis Act. Now, we've been successful in turning that tide and defeating that bill in its first go-around in the Nevada legislature, and probably we are much more fortunate than you are in California in that in Nevada we only have a legislative session which meets once every two years. . . . This happy gathering is visiting down in Carson City, 30 miles from Reno, and one never knows what's going to happen until that final gavel is rung down to end the session...

Your cause in organized labor is right and your arguments are forceful and persuasive, but it is going to require some broader-based support in the legislative chambers in the states to make sure that the gains which you have achieved can be retained...

You know, really, the irony of the whole thing that much of the focus of this legislation that is probably directed against labor unions... ends up hurting the unorganized workers.

All of you are fortunate enough to be in a position to negotiate a collective bargaining agreement, and your bargaining power is such that you can, by and large in most, if not all, instances, resist those kinds of changes. But it is the great percentage of folks out there in Nevada, and in so many states in the West and around the country who have people that are not a part of a collective bargaining agreement who have no negotiating posture. They're the ones that are ultimately going to be the losers. So in a sense it's ironical that you're on a cutting edge, you're the one that is advocating retention of these laws, urging the enactment of new laws, but by and large, you will not ultimately be the most affected by that. You are, in effect, carrying water for a group of folks that are not in as enviable a position as you are in terms of negotiating these new laws and new agreements."
Electronic Meter Reading

In late June or early July, the company plans to begin an 18-month program to replace existing meter books with hand-held microcomputers into which Meter Readers will enter their meter reads. The transition, which will begin in the San Francisco Division, is expected to be completed by the end of 1986 systemwide and is expected to increase substantially Meter Reader productivity.

On May 28, 1985, the union and company reached a tentative bargaining table agreement on the limited use of a timing device in the microcomputers on a pilot-program basis during the transition period ending December 31, 1985. The full text of the Letter of Agreement and an explanation of its provisions will be printed in next month's issue of the Utility Reporter, provided that the bargaining table agreement results in an executed Letter of Agreement.

Update: Interim negotiations

Clerical Job Evaluation: Assistant Business Manager Roger Sutcliff and his bargaining committee met with the company on June 19, 20, and 25 to review results of the computer analysis of questionnaires filled out by clerical employees throughout the system.

Construction Representative: Efforts to negotiate an agreement delining bargaining unit work being improperly performed by management Construction Representatives have hit several snags, and so the Union has requested an executive session of the Arbitration Board in Arbitration Case No. 123 with Arbitrator Greg Chel.

Steam Generation Traveling Crews: Assistant Business Manager Corb Wheeler and his committee met with the company on June 10. Major issues under discussion include wages on June 19 in an effort to finalize an agreement to equalize distribution of traveling time among maintenance employees in the Steam Generation Department.

Steam Generation: Assistant Business Manager Manny Mederos met with his bargaining committee on June 21 and will meet with the Company on July 10. Major issues under discussion include wages and application of Section 205 for Operators.

Focus: Shop Steward Jerry Cepernich, Cable Splicer, Folsom Service Center, San Francisco

Jerry Cepernich has been a very active union member throughout his 37 years of service at P G & E. His strong focus on retirement issues goes back to early 1970s when he and another Cable Splicer, Primo Dente, who's now retired, first developed a six-page document indicating areas they believed the then-existing plan could be improved. "We circulated that document to the company and we were really disappointed, when none of the items we'd suggested during bargaining," Cepernich said. "But we're not afraid of hard bargaining during the next few years when our current Business Manager, Jack McNally, was the Local's spokesman for the General Bargaining Negotiating Committee, many of those original proposals were achieved, and now with continued persistence, all of the items we'd sought in 1973 are a reality," Cepernich points out.

Cepernich became a Shop Steward while he served in the 1982 General Bargaining Negotiations Committee, and has worked to help resolve issues before grievances have to be filed.

"I feel my initial work on the 1980 Benefits Bargaining Negotiations Committee set the stage for future negotiations as a Shop Steward. By participating I learned to be more specific, and I learned to understand the contract better. "While I served in the 1982 General Bargaining Committee I continued to meet with members at my headquarters for Monday morning briefings, and kept in close contact with my Business Representative to keep on top of any problems," Cepernich says he is most proud of the part he played in preparing the Union's Retirement Planning Guide, which he is still updating. 

"In the Guide I had to cover a lot of bases to help our members be better informed about planning their retirement—five or even 10 years before they retire."

Cepernich reports that the very best reward in being a Shop Steward is the string of "thank-you's" he's gotten.

"That's felt really good, and I've really enjoyed the opportunity to help so many people," he says, while adding, "I only wish I'd become a Shop Steward sooner."

Cepernich will be able to take full advantage of the retirement plan he has worked so hard to help achieve, when he retires at age 55 in January 1986, leaving behind a job very well done.
Settlements and decisions

Arbitration Case No. 120

This arbitration involved the right of the company to send employees home during emergency overtime situations when management felt that the employees were, and would be, too tired to work safely. Several cases were involved. At arbitration, all involving situations in which the employees had worked between 17 and 24 hours in a row before being bypassed for emergency overtime.

On May 20, 1985, Business Manager Jack McNally signed Letter of Agreement 85-61, settling the case. Based on the following language: "The parties recognize that the company's obligation to provide gas and electric services for its customers often causes its physical employees to work overtime. The parties further recognize that safety concerns arise frequently during overtime assignments, especially during inclement weather. Accordingly, the parties agree to settle Arbitration Case No. 120 as follows: '1. An employee working overtime pursuant to Titles 212, 208 or 308 of the Agreement has the obligation to inform his supervisor when he is too tired to continue working safely. Except in cases of emergencies (hazard to life or property), the company agrees to accept the individual employee's determination that he is too tired to work safely and to permit such individual to leave work.

2. If company determines, based on observing objective behavior by an individual employee performing overtime work, that the employee can no longer continue to work safely, the company will send the employee home. The company will not send an employee home for the purpose of circumscribing a rest period or increased overtime penalties."

The individual grievances involved in this arbitration were remanded to the Review Committee for disposition in accordance with the settlement. It was emphasized by the parties that the objective determination made by the company under paragraph 2 and the subjective determination made by the employee under paragraph 3 must be reasonable and made in good faith.

Arbitration Case No. 125

This case involved the December 1983 suspension and January 1984 termination of North Bay Lineman Al Simontacchi for allegedly refusing to perform his work assignments. Arbitrator Sam Kagel heard the case on December 13 and 14, 1984, and issued his decision in the case on May 2, 1985, upholding the grievance with respect to the suspension but denying the grievance with respect to the termination.

In the incident which led to the suspension, the grievant declined the company's offer to participate in an emergency overtime PCB cleanup at the Sonoma yard on December 14, 1983. At the arbitration and in its brief, Local 1245 argued that since the grievant was being asked to work emergency overtime, he had a right to refuse that overtime at the first time that he was offered the work, regardless of what his reason might be.

Arbitrator Kagel agreed with the union's position, accepting "the testimony in the record that an employee could refuse on the first round of requests to work emergency overtime without any reason" and ruling that the grievant "had the protection of Section 212 and could properly refuse the work in question."

In the second incident, the company delayed the cleanup of a transformer spill from late evening until late the next morning and assigned the cleanup and change-out to the grievant and his crew at the conclusion of the Local Investigating Committee meeting to discuss the first incident. The grievant refused to perform the work despite laboratory test results showing that the transformer had not contained PCB's or PC contaminated oil.

Arbitrator Kagel determined that the grievant did not act reasonably in refusing to clean up the oil spill and change-out the transformer. While recognizing that "one can respect the grievant's beliefs concerning the dangers of PCB's and the fact that he does not want to work in and around situations where PCB's are involved," Mr. Kagel reluctantly concluded that "that being the case, he cannot fill the position of a Lineman since such work is included within the Lineman's duties." Mr. Kagel also rejected with substantive comment the union's contention that the grievant was set up with respect to the incident which led to his termination.

In his final decision, Arbitrator Kagel ordered the company to attempt to locate an existing vacancy to which the grievant could be reinstated provided that the vacant job did not include exposure to PCB's. If the company could locate a vacancy, the grievant was to be reinstated without backpay. If the company could not locate a vacancy or the grievant did not accept an offer made by the company, the discharge was to stand.

On May 15, 1985, the company offered the grievant a job as a Utility Clerk/Meter Reader to the Sonoma headquarters, his former work site. On May 29, 1985, the grievant notified the company that its offer was unacceptable, and his discharge thus became final on June 1, 1985.

Arbitration Case No. 126

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. 127

Involves the discharge of a Shasta Division Lineman for refusal to perform work assignments. Arbitrator Sum Kagel issued his decision on May 2, 1985 as reported in this issue.

Arbitration Case No. 128

Involves the discharge of a Machine Operator at the Payment Processing Center for failure to properly manage the flex-time clock and alleged abuse of sick leave. As this newspaper went to press, the parties had conducted further investigation of the case and it appeared that the case would be settled prior to the scheduled arbitration. Details will be reported next month.

Arbitration Case No. 129

Involves the discharge of an East Bay Meter Reader for allegedly 'curbing' meter reads. Arbitrator David Conception heard the case on May 2, 1985, and briefs are due on July 11, 1985.

Arbitration Case No. 130

Involves the prearranged overtime system in the San Francisco Division. Arbitrator Sam Kagel heard the case on April 24, 1985, and briefs are due on July 11, 1985.

Arbitration Case No. 131

Involves the discharge of a North Bay Electrician for purchasing a transformer on his private contractor's license at the request of the company and then 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 towards a female customer in a dress shop during work hours. Arbitrator Donald Wollett will hear the case on July 25, 1985.

Arbitration Case No. 133

Involves the transfer of overhead T&D employees from the Marin Service Center in the San Francisco Division to 2225 Folsom Street. The parties have not yet agreed upon an arbitrator.

Arbitration Case No. 134

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. On May 20, 1985, the parties agreed to refer this case back to Ad Hoc negotiations.

Arbitration Case No. 135

Involves the discharge of a Shasta Division Service Utility Clerk for allegedly reporting to work with the odor of alcohol on his breath. The parties settled the case on June 10, and details will be covered in the next issue.

Arbitration Case No. 136

Involves the discharge of three Beltmont Credit Representatives for allegedly "withholding company cash collections, falsification of company records and misuse of company time" and the five-day suspension of one Credit Representative for alleged "misrepresentation of company records and misuse of company time." Arbitrator Barbara Chvany will hear the case on June 27, 1985.

Arbitration Case No. 137

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. 138

Involves a dispute over the proper calculation of the vacation allowance to be paid an employee who resigned in his seventh year of service. The parties have not agreed upon an arbitrator.

Arbitration Case No. 139

Involves the discharge of a General Construction Garage Mechanic for refusing an order to be examined and tested by a company doctor to determine if he was under the influence of intoxicating drugs. The parties have not agreed upon an arbitrator.
Training Review replaces Audit for Gas Servicemen

Letter of Agreement 84-127 provides that no discipline should result from the Training Review outlined below. If a hazard or potential hazard is found, the review shall identify areas where there is a need for additional training.

As a result of the Company and Union negotiating committee's understanding on March 5, 1985, disciplinary letters in a Gas Serviceman's file on productivity and poor quality audits will be removed from his/her file upon request to their supervisor.

This agreement does not include letters received by Servicemen as a disciplinary action for leaving a hazard prior to the Company and Union agreement on the Gas Serviceman's Training Review. By local Company and Union agreement, this type of disciplinary letter may also be removed.

The Union and Company agree, however, that in isolated, purposeful cases, leaving a hazard may result in discipline.

If you have any questions regarding this change, contact your local Shop Steward or Business Representative.

By Gas Servicemen Committee members

Word reached Local Union Headquarters that the majority of Gas Servicemen were dissatisfied with their jobs.

One major area of dissatisfaction was the Serviceman's audit. Originally, the Serviceman's audit was intended as a training tool, but had deteriorated to a form of harassment and was being used as a disciplinary tool by some PG&E management.

As a result of the 1983 general bargaining, a Union Serviceman's Audit Committee was formed. Members were chosen from candidates submitted from all divisions in the PG&E system.

As a result of the PG&E Audit Committee meetings which began May 21, 1984, basic Audit Committee goals were agreed upon as follows:

- That Servicemen's audits be used for training purposes only.
- Standardization of G.O. and Division audits
- Servicemen to ride with Auditor in all audits
- Limit number of audits
- Set up training program for the Auditors
- Modify grading system and remove double jeopardy
- Define hazard and potential hazard

At the end of approximately 18 days of committee meetings and five meetings with the Company, the following items have been agreed upon:

- Company and Union agreed that since audits are for training purposes, they will be called "Training Reviews." This Training Review will identify areas where Servicemen may need additional training and will no longer be utilized for disciplinary purposes. Gas Distribution has set up a three-day training school to instruct training reviewers to conduct standardized reviews. It was also agreed that on an experimental basis, in select Districts, that Servicemen will accompany training reviewers on all reviews to determine if this will be applied on a system-wide basis, for all reviews.
- Company and Union agreed that a minimum of 200 credits for each service review must be attained before review is complete.
- Inconsequential errors such as tag completion or housekeeping will not be assessed errors, but will be noted.
- In the process of these negotiations and agreed-upon items to be effective, it will be up to all Servicemen affected to ensure that all irregularities be promptly reported to their supervisor.

To establish consistency and standardization in the Gas Serviceman Training Review Program, reviewing supervisors will receive formal training in the review procedures. This will be accomplished by having them attend a three-day course at the Gas Serviceman's school, where practicable, or a comparable General Office standardized training program in the Division(s).

All reviewing supervisors will have a copy of the Gas Serviceman Training Review Manual in which to review the execution of the service review during the course of his work. It will be used as a reference during every review that the Supervisors or the Service Reviewer is performing on a Serviceman's work tags. The experimental test will be run for a period of six months, and the Company and Union committee will analyze the results on a monthly basis. Based upon the results of the experimental test, a decision will be made as to whether or not this system should be extended system-wide. The committee will commence on the date both Company and Union sign this agreement.

PACIFIC GAS AND ELECTRIC COMPANY

April 24, 1985

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

Attention: Mr. J. K. McHenry, Business Manager

Gentlemen:

Pursuant to the Company and Union negotiating committee's understanding on September 7, 1984, this letter cancels and supersedes all other agreements regarding the Gas Serviceman Quality Audit Manual. The committee agreed to change the title to Gas Serviceman Training Review.

As a result of the 1983 general bargaining, the Company and Union agreed to review the Gas Serviceman Training Review Procedure.

Company and Union agreed, pursuant to Section 600.1, Exhibit II, to formulate and review the Gas Serviceman Training Review Procedure and manual and standardize the reviewing of Gas Servicemen on a system-wide basis as follows:

The Gas Serviceman Training Review Procedure will be used in a positive manner by supervisors and Servicemen to maintain a high level of service to Pacific Gas and Electric Company customers. It is not the intent of the Gas Service Training Review Procedure to be utilized as a disciplinary process; however, recognizing its use as one measure of performance, it may identify areas where there is a need for additional training in the areas of Servicemen's work skills and performance.

Further, it was agreed that a committee of equal numbers representing the Union and the Company will be established to audit and analyze an experimental test to be conducted in representative areas of the Company including large and small Districts. This test will be conducted to determine the feasibility of having the Serviceman being reviewed accompany the supervising auditor during the review of his or her work tags during every review that the Serviceman's audit. The experimental test will be run for a period of six months, and the Company and Union committee will analyze the results on a monthly basis. Based upon the results of the experimental test, a decision will be made as to whether or not this system should be extended system-wide. The committee will commence on the date both Company and Union sign this agreement.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

Attention: Mr. J. K. McHenry, Business Manager

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

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

1985

Business Manager
Outside Construction crews complete 385’ towers at Carquinez Straits

Members in Outside Line Construction recently completed construction of 385-foot, 230kv double circuit towers on each side of the Carquinez Straits in Northern California, near the bridge crossing at Vallejo.

Business Representative Tom Heyl reports that our members did a great job and brought the job in well under schedule for Commonwealth Electric.

"The two towers were completed in just 2½ months, a full month under schedule—and were constructed with steel made in the USA," Heyl said.

Congratulations to our members on a job well done.
The "1985 Day on the Delta" Poker Run, presented by Antioch Unit 2317, was held on May 18. A total of 324 hands were purchased with the participants going to Tower Park Marina, Spindrift Marina, Ring Island Resort, Herman and Helen's Marina, and Moore's Riverboat, to pick up their poker hands. Activities for the day included fishing, water skiing, sightseeing, picnicking—and getting lost on the river.

The Poker Run concluded at Brannan Island State Park where beans and hot dogs were served. Poker hand winners in the men's category were Dale Kaupanger, Kevin Kelley, Bob Brown, Ray Benavidez, Burt Jeffery, and Mike Baker. The women's winners were Debbie Fry, Loretta Corry, Lois Smith, Jill Fry, Char Cordes, Teresa Bell, and Judy Kelley.

The children's winners were Darrold Withrow, Kevin Williams, Erica Pate, Brian Baker, Jerry Nelson, and Deena Reed.

In addition to winning poker hands, many people took home ramp raffle prizes generously donated by local merchants.

The Poker Run committee members were Bob Martin, Jim Poin Dexter, Al Reed, Dale Kaupanger, Charlie Payne, Rosa Payne, Jim Duncan, Jim Poindexter, Jr., Buddy Acumpora, Sam Sagundo, Fred Martinez, Dan Conway, Burt Jeffery, and Dave Bowman. Committee members are looking forward to another successful event next year.

Supreme Court applies Fair Labor Standards to State and local governments

As of February 19, 1985, the Supreme Court has extended the Fair Labor Standards Practice to cover all State and local government employees. Thus, overtime pay and other requirements either will soon, or may now, apply to all such employees.

The Fair Labor Standards Act, FLSA, was created by Federal Law in 1938 and provided minimum wage payments and time-and-one-half in cash for all hours worked over 40 hours in one week.

At the time of its inception, FLSA applied only to private employers, but was amended in 1966 to extend coverage to public hospital and educational institutions, an extension which was upheld by the Supreme Court in 1968.

However, in 1974, when Congress extended FLSA to cover the states and their subdivisions, the Supreme Court found such extension unconstitutional in its 1976 decision of National League of Cities vs. Usery by a five to four vote, the court held that application of FLSA would impinge too much on State sovereignty.

The deciding vote was cast by Justice Blackman, who explained in his separate decision that had the decision of Federal power been an area of concern to him, for example environmental or age discrimination rather than minimum wage and overtime, that he would have had little trouble in finding the extension constitutional.

In National League of Cities, the court set a complex standard to determine whether FLSA could apply to a government entity based on such considerations as whether the work in question involved a traditional government function or whether there was an over-riding Federal interest.

The standard proved difficult to apply in practice. In 1979, the San Antonio Metropolitan Transit District appealed a determination by the Department of Labor that the authority was "not constitutionally immune from FLSA" under the National League of Cities standard.

The case worked its way to the Supreme Court where the court, in Garcia vs. San Antonio Metropolitan Transit District, took the opportunity to overturn its previous holding in National League of Cities.

The decision was issued on February 19, 1985. In the new five and four decision, Justice Blackman, now writing the majority decision, the court held that State sovereignty was adequately protected by the Federal system and that the National League of Cities standard was too difficult to apply.

The Garcia holding leaves State and local governments required to apply FLSA to their employees, but leaves many questions unanswered.

One major question is when does the act become effective. Three options under the discussion are: When the Supreme Court decides a date for retroactivity; when the new regulations are in place; or the date of the decision, namely February 19, 1985.

Unless the regulations change drastically, however, requirements will include the payment of cash for overtime in lieu of compensatory time off or no pay, overtime pay at a rate of one-and-one-half times the regular rate, which must include all bonuses and premiums, and accurate record keeping for all employees. Administrative, managerial and professional employees are exempt from FLSA. Other specific job descriptions may also be exempt.

Golf Tournament nears

**LOCAL 1245 GOLF TOURNAMENT**

AUGUST 10, 1985 - 10:45 a.m.
SAN RAMON NATIONAL GOLF AND COUNTRY CLUB

DON'T MISS OUT! GET YOUR NAME AND MONEY IN NOW!

DEADLINE IS JULY 10, 1985

FEE: $25 - NO REFUNDS

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Starting times will be mailed back to you
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