Gridley ratifies new agreement

Members at City of Gridley ratified a new two-year agreement on August 22. The agreement calls for a general five percent wage increase retroactive to July 1, 1985. A four percent wage increase will go into effect July 1, 1986. Business Representative Jack McNally said.

Osburn reports that four sets of negotiations were held with the City. After the first two meetings, there was a change in City government staffing which caused a delay in negotiations.

Then negotiations picked up when representatives from the City Council, and a new City Administrative Officer sat in on negotiations. “It was then that our proposals were seriously addressed,” Osburn said. Other major items in the Contract include the establishment of an LTD plan, an increase of life insurance from $10,000 to $20,000, and an increase in orthodontic coverage up to $10,000 lifetime payment. Fully paid medical, dental and vision plans were maintained.

Osburn and committee members Shirley Black, Bob Hawes, Tim Hill and Tom Wiles all give a lot of credit for favorable relations with the City of Gridley to the new Administrator Evelene Payne, and the City Council representatives who worked hard with the committee to develop a new Memorandum of Understanding for our members.

NO CHANGE IN BENEFITS

Improvements rejected by PG&E

No constructive movement on PG&E’s part during 2½ months of bargaining efforts by IBEW Local 1245’s Benefits Negotiating Committee led to an impasse just before the September 1 negotiations deadline.

With no benefits changes agreed to, the parties agreed to the achievement of the 1984 General Bargaining agreement.

After so many meetings, time, and effort, we are disappointed that we were unable to conclude bargaining with an agreement. We felt we made reasonable proposals in good faith, which we believe would have benefited both sides. However, if two weeks to reach an agreement and it was clear that the Company did not want to agree to any improvements even if it would benefit employees and the Company. Business Manager Jack McNally said.

The following statement developed by Local 1245’s negotiating team reviews the bargaining process from June through August:

After 10 meetings with the Company, the Union was anticipating settlement of interim negotiations which commenced on June 18, 1985. The Union felt that prior meetings had set the stage for mutual acceptance of a new and innovative approach to health care coverage for local Union members that would add to the benefit level and at the same time address cost containment issues which would reduce Health Plan costs to the Company.

The 11th and final meeting between the Union and the Company Negotiating Committees took place on Wednesday, August 26, in San Francisco.

At this meeting an impasse was reached by both committees when it became apparent that the Company was unwilling to consider the Union proposals regarding a Preferred Provider Health Plan, some improvements for retirees, the Savings Fund Plan, and the Dental Plan.

Although the Company did propose some minor improvements, the Union Committee was not willing to agree due to the negative impact on the total benefit package and the Company’s refusal to counter the Union proposal for an alternative to the current Blue Cross ‘Fee For Service Plan.’

The proposed Company changes were viewed as takeaways in the following areas:

- The Company did not send the current Blue Cross Health Plan out for bid until September 2, 1985 which would have forced the membership to vote on the agreement without the knowledge of what carrier would be the successful bidder.
- Home Health Care (imposed limits on utilization).
- Inpatient/Outpatient mental illness (imposed lifetime and annual limits).
- Other major items in the Contract included the establishment of an LTD plan, insurance from $10,000 to $20,000, and an increase in orthodontic coverage up to $10,000 lifetime payment. Fully paid medical, dental and vision plans were maintained.

See PAGE EIGHT

PG&E, PGT

'86 COLA figures at $15.20

As a result of the 1984 General Bargaining, all workers in the bargaining units of PG&E and PGT will receive a two-part wage adjustment of 1% of current salary and, 2) an across-the-board COLA of $15.20.

There are two National Consumer Price Indexes. The COLA is based on the Consumer Price Index for Urban Wage Earners & Clerical Workers which is not reported widely by the press, which has been excluded. The Index which is the one we received for this issue was 510.

See PAGE NINE

Local monitors Nevada hearings

Local 1245 currently is monitoring hearings conducted by the Public Service Commission of Nevada on Sierra Pacific’s application for a rate increase. Several issues have been raised during these rate proceedings that could have a serious impact upon the collective bargaining relationship between Sierra and Local 1245.

"The basic issue is that we believe the Commission is attempting to intervene in collective bargaining issues while considering a rate hike. It would be a clear violation of the National Labor Relations Act for the Commission to interfere in areas of collective bargaining," Assistant Business Manager Orv Owen, who has been monitoring the hearing, said.

At Utility Reporter deadline, Business Manager Jack McNally travelled to Carson City to testify at the hearings. Other staff members who have been reviewing the hearings are Business Representatives John Stralla and Mack Wilson.
Workers Compensation law: serious, willful employer misconduct

If you sustain an industrial injury, you may be entitled to: medical care, temporary disability indemnity, permanent disability indemnity and vocational rehabilitation. However, when the industrial injury is proximately caused by the employer's serious and willful misconduct, the amount of compensation recoverable is increased by one-half (up to a maximum of $10,000 for injuries occurring before Jan 1, 1983) and in addition the worker may recover costs and expenses to procure the award, not to exceed $250.00. Serious and willful misconduct has been defined as an intentional act, or failure to act, with knowledge that a serious injury will probably result.

The employee must prove more than negligence or even gross negligence on the part of the employer. Ordering an employee to work with defective machinery would be an intentional act, while not providing appropriate safety equipment would constitute a failure to act. If the employer is to be held guilty of serious and willful misconduct, it must be established that there was actual knowledge of the dangerous situation, actual knowledge that its probable consequence would be a serious injury to the employee, and the employer deliberately failed to take corrective action.

Serious and willful misconduct may be based on the employer's violations of his duty to provide a safe place of work or violation of a specific safety order. A worker has the burden of proving the elements of a serious and willful misconduct charge. In a failure of the employer to provide a safe place of work, you must show the elements stated above as to actual knowledge by the employer.

However, evidence of prior injury arising from the same or similar circumstances or past complaints or warnings regarding the danger may be circumstantial evidence to establish the employer's knowledge. In a failure of the employer to comply with a safety order, the specific manner in which the safety order was violated must be shown as well as the specific manner in which the violation proximately caused the injury.

Most importantly, the safety order must be known to, and violated by, the employer or an identified employer representative. Knowledge of the safety order or dangerous conditions must be proved. Prior warnings by a safety inspector or a prior citation by a government agency may be enough to establish this knowledge.

The time limit for commencing a proceeding to collect compensation for serious misconduct of the employer is 12 months from the date of injury. Because of such time limits and the specific procedures needed to be followed, it is wise to contact your Business Representative or attorney.

If you have any questions regarding an industrial injury which may have been proximately caused by the serious and willful misconduct of an employer, seek proper legal advice.
Lynch update

Subsequent to the recent layoff of 74 members of Lynch Communications Manufacturing in Reno, Nevada, on August 2, the Company shut down for a two-week period. During that time, only a skeleton crew was retained before starting back up.

Since the layoff, Assistant Business Manager Orville Owen and Business Representative Mack Wilson met with our members at a general meeting on August 13 to assist them in filing for State benefits. Employment counselling people were also in attendance, as were United Fund representatives.

The general work picture in the electronics industry looks grim, as it does in California’s Silicon Valley. Hope is being held out for a resurgence at Lynch since the Company has major proposals out and word of new manufacturing contracts could come through.

In the meantime, our members with many years of seniority are facing a jobless future at Lynch. It’s an enormous adjustment for them and we’re offering all the support we can.

AFL-CIO LEGISLATIVE ALERT

America’s voices are saying: stop job-killing imports—pass trade laws that curb unfair trade practices!

America’s workers have known for a long time that this nation’s trade crisis is inflicting massive losses to jobs, industries and communities. For too long, these concerns have been written off as narrow “protectionism.” But now, journalists, academics, corporate leaders, Members of Congress, governors and farmers are expressing alarm over the trade and job crisis. Congressional action now becomes more likely. But to save jobs and U.S. living standards, Congress must pass effective legislation—not window dressing—and must pass it now.

The New York Times, “The economic decline suffered by the United States and Europe under ‘free trade’ could be a shattering one.” —John M. Culbertson, professor of economics, University of Wisconsin

The Detroit News, “The trade situation is a national crisis. . . . The auto industry and other manufacturers are hurt by built-in, inherent disadvantages that have nothing to do with wage rates.” —Donald E. Petersen, chairman of the board, Ford Motor Company

The New Republic, “The real story of the trade impasse is the U.S. government’s failure to accept the distinct character of Japan’s . . . managed economy, and to negotiate accordingly.” —Robert Kuttner

U.S. News, “Democratic Party strategists say they can clobber Reagan and the Republicans for losing jobs to foreign workers, failing to promote sales of American goods abroad and not standing up to unfair competition from overseas.” —Washington Whispers

To protect American Workers, support is requested to help pass important legislation. Unionists are urged to write their Senators % United States Senate, Washington, D.C. 20510, and their Representative % U.S House of Representatives, Washington, D.C. 20515; and tell them that swift enactment of these bills is necessary to help restore fairness in trade: H.R. 3035, S. 1449—The Trade Emergency and Export Promotion Act; H.R. 1950, S. 1356—The Trade Law Modernization Act; H.R. 1562, S. 680—The Textile and Apparel Trade Enforcement Act; H.R. 1926—The Trade Adjustment Assistance Amendments of 1985.

The following message is a guide for those choosing to support the legislation:

Dear

I urge you to support trade legislation to curb unfair foreign trade practices and import devastation. Only legislation will save millions of American jobs. Specifically, you are urged to support The trade Emergency Act (H.R. 3035, S. 1449), The Trade Law Modernization Act (H.R. 1950, S. 1356), The Textile and Apparel Trade Enforcement Act (H.R. 1562, S. 680) and the Trade Adjustment Assistance Amendments of 1985 (H.R. 1926).

Sincerely

In Unity,

[Signature]
Electromagnetic field exposure linked to brain tumors

Electromagnetic fields are physical forces created wherever there is a flow of electricity, such as in electrical appliances and power lines. The most powerful electromagnetic fields are created around high-voltage lines and in substations.

A strong statistical correlation between occupational exposure to electromagnetic fields and the occurrence of brain tumors has been uncovered in a recent study published in the Journal of Occupational Medicine. June 1985. The researchers, Dr. Ruey Lin and others, who are with the State of Maryland and The Johns Hopkins University, found that a disproportionate number of men employed in electricity-related occupations died of brain tumors.

The study used death certificates of white male, Maryland residents, 1969 through 1982. Of a total of 29,000 men employed in occupations involving definite electromagnetic field exposures, 78 died of brain tumors, whereas only 33 would have been expected to die of brain tumors, based on 1970 Maryland census data.

The brain tumor patients whose cancer actually originated in the brain and who had definite occupational exposure to electromagnetic fields died at significantly younger ages than the brain tumor patients who were not occupationally exposed to electromagnetic fields. This fact suggested to the researchers that electromagnetic fields promote, or stimulate, the growth of latent cancer cells, rather than initiate or transform normal cells into cancer cells.

The researchers caution that their statistical findings do not necessarily mean that electromagnetic fields in and of themselves cause brain tumors. They point to the possibility that some exposures common in electricity-related occupations may be the cause, PCBs being one example.

The findings of this study are consistent with previous studies which have found disproportionate numbers of brain tumor and leukemia deaths among electricians, engineers, mechanics, machinists, and other occupations involving work in close proximity to electrical machinery and electrical wiring.

In 1982, Dr. Samuel Milham, a researcher from the State of Washington, analyzed 192 death certificates of IBEW Local 1245 members, 1976 through 1982. Dr. Milham had previously discovered disproportionate numbers of leukemia deaths among workers in Washington who were exposed to electromagnetic fields. Milham was not able to reach definitive conclusions regarding Local 1245 membership, because the union records were not stored in a manner conducive for this type of research.

Asbestos disease shows up in more family contacts

Asbestos is so potent that many relatives of asbestos workers have suffered serious asbestos disease from exposure to trace amounts bought home on the workers' clothing.

A recent study of family contacts of workers who did not work directly with asbestos, but were exposed as "bystander" workers, confirms that asbestos disease can spread to non-exposed family members.

The study, entitled "Asbestos Disease in Family Contacts of Shipyard Workers", by Kaye Kilburn, M.D., and others, was published in the American Journal of Public Health, June 1985.

The researchers conducted interviews and X-rays on 266 qualified "B" readers. (The same readers who were initially exposed to airborne asbestos covered the same plants 20 years ago or earlier be examined every five years for possible asbestosis. Examinations should include chest X-rays evaluated by qualified "B" readers. The same readers who were initially exposed to airborne asbestos.

Since a very high rate of cancer has been observed among smoking asbestos workers, Dr. Kilburn recommended that smoking or recent ex-smoking mates of workers who were initially exposed to airborne asbestos in electric power plants 20 years ago or earlier be examined annually for possible cancer.

Meanwhile, the Manville Corporation, formerly Johns-Manville, is negotiating with other asbestos companies, asbestos victims, shareholders and insurance carriers to reach a settlement. They plan to pay out on medical claims. Johns-Manville covered up knowledge of the dangers of asbestos for decades, allowing tens of thousands of people to die or develop serious disease. In 1982, the company declared bankruptcy, but even then, it was operating at a profit, because it faced billions of dollars in medical claims.

In March of this year, it was reported to the Local Union that four members employed by Merced Irrigation District had been experiencing headaches, breathing problems, chest pain, and skin rash whenever they had to repair a particular irrigation pipeline. The members believed that the dust particles were too large to be a yeast or a fungus and too large to flow readily into the lungs during inhalation. However, the dust was probably a form of plant material, such as pollen, which may cause allergic reactions.

The State laboratory used an electron microscope to measure and analyze the dust from the pipeline. The microphotographs above show the dust particles at X50, X100, and X300 magnification. The laboratory concluded that the dust particles were too large to be a yeast or fungus and too large to flow readily into the lungs during inhalation.

Upon the Union's request, the State Department of Health Services conducted laboratory tests on the dust. A test for possible continued recommendations for lung function tests for the members.

Meanwhile, Merced Irrigation District started providing respirators and protective clothing, which appeared to relieve the symptoms.
"WE DON'T PATRONIZE..."

The following firms are currently on the "We Don't Patronize" list of the California Labor Federation, AFL-CIO. Firms are placed on the list in response to written request from affiliates and only after approval by the Executive Council. All trade unionists and friends of organized labor are urged not to patronize firms listed here.

Unfair firms are:

HOTELS & RESTAURANTS

Los Angeles Area
The Grand Hotel at One Hotel
Way in Anaheim.
The Pacifica Hotel at 6161 West
Centinela Street in Culver City.
The Sheraton Plaza La Reina
Hotel at 6101 West Century Blvd.,
near the Los Angeles Airport.

Sacramento Area
Beverly Garland Motor Lodge,
1780 Tribute Road, Sacramento.
Days Inn, 200 Jibboom St.,
Sacramento.
Sacramento Inn, Arden Way at
Interstate 80, Sacramento.
Red Lion Motor Inn, 2001 West
Point Way, Sacramento.
The Nut Tree and the Coffee
Tree Restaurants on Interstate 80
between San Francisco and
Sacramento.

San Francisco Area
The following hotels, motels and
restaurants in Santa Clara County:

Perry's on Union Street in San Francisco.
The Mandarin, in Ghirardelli
Square, San Francisco.

The following places in San Francisco:

McDonald's Hamburgers [all];
Colonel Sanders Kentucky
Fried Chicken [all];
H. Salt Esquire Fish & Chips [all];
Jack in The Box [all];
Benihana of Tokyo;
Carol Dadas;
Mabuhay Restaurant;
The Cashbah;
Eriennes;
Franciscan;
North Beach Restaurant;
Pompel's Grotto;
Tia Margarita;
Vanessi's;

San Jose Area
The following hotels, motels and
restaurants in Santa Clara County:

Sainte Claire Hotel at South
Market and San Carlos.
Vagabond Motor Hotel, 1488
North First, San Jose.
Giorgio's Pizza House, 1445
Pozzobon, San Jose.
Holiday Inn — Palo Alto, 625 El
Caminio Real, Palo Alto.
Cindy's Restaurant, 17025
Cordt Road, Morgan Hill.
Sirlion & Brew Unlimited,
Restaurant, 12333 Saratoga-
Sunnyvale Road, Saratoga.
Hungry Tiger Restaurant,
1019 Sunnyvale-Saratoga Road,
Sunnyvale.

Magic Pan Restaurant, 335 S.
Winchester Blvd., San Jose.
House of Genji/Cathay Restau-
rant, 1335 N. First St., San Jose
Travelodge, 940 Weddel Drive,
Sunnyvale.
Red Baron Restaurant, 2500
Cunningham Ave., San Jose.
Marriott's Great American
Theme Park and Hotel, Santa
Clara.

Santa Barbara Area
El Encanto Hotel and Garden
Villas.

Stockton Area
Hilton Hotel, 2323 Grand Canal
Bld.
Stockton Inn Motel and
Restaurants, 4219 Willow Road
at Hwy. 99.
Stockton Joe's Restaurant,
1503 St. Mark's Place Plaza.
Vagabond Motor Hotel, 33 N.
Center.
Denny's Restaurant, 4747
Pacifica Ave.
Sambo's Restaurant, 11 N.
Center.

Manufacturing

Coors Beer
Gaffers & Sattler products
Gebr. Meier Co., Ltd.
Ito-Carlini Sausage Co., San
Francisco; Carlini and Pocino
brands.

Masonic Corp. plant, Clover-
dale, Sonoma County.
Rylock Company, Ltd.,
1285 Atlantic Ave., Union City.

Sonoma Vineyards products,
including Windsor Winery, Tiburon
Vintners and Piper-Sonoma Spark-
ing Wine.

Tennessee Plastics of Johnson
City, Tennessee.

PRINTING

Sacramento Bee
San Francisco Bay Guardian
Vallejo Times-Herald
New York Times, (Northwestern
Edition).

THEATERS

Broadway Theatre, 4th and
Broadway, Santa Ana.
Kindair Theatre Corpora-
tions, operators of the following
union-theater properties in Santa
Cruz and Monterey Counties:

Cinema 70 in Monterey;
Steeplechase Theater in
Monterey;
Valley Cinema in Carmel
Valley;
Globe Theater in Salinas;
Cinema Theater in Soquel;
and, Twin I & II in Aptos.

The following theaters owned by
United Artists and Syufy Enter-
prises:

In San Francisco: Alexandria,
Balboa, Coronet, Coliseum,
Metro, Stonestown Twin and
Vogue (all United Artists) and
Cinema 21 and Empire (Syufy).

In Sacramento: Capitol Theater
and State Theater (both Syufy).

In Orange County: Syufy Cin-
dom, Orange; Syufy Stadium
Drive-In, Orange; Syufy City
Cinemas, Orange; Family Twin
Cinemas, Fountain Valley; Fox
Fullerton, Fullerton; Villa
Theater, Villa Park; Miramar
Theater, San Clemente; Cinema-
land Theater, Anaheim; Stanton
Theater, Stanton; Valley View
Twin Cinemas, Cypress.

OTHERS

American Poultry Co., San
Francisco.
Bank of America Branches:
174 North 1st St., Dixon
2400 North Texas St.,
Fairfield.
1120 Texas St., Fairfield.
South Vacaville Office.
Vacaville.
367 Merchant St., Vacaville.
Larwin Plaza, Vallejo.
831 Tennessee St., Vallejo.
200 Georgia St., Vallejo.
2141 Springs Rd., Vallejo.
1429 Lincoln Ave., Calistoga.
1700 First St., Napa.
903 Main St., Napa.
70 Solano Square, Benicia.
1001 Adams St., St. Helena.

Barbers, Fairfield
Top Hat Barber Shop,
914 Texas St.
Madd Hatter,
1143 Missouri St.

Barbers, Vallejo:
Sir Cedric's Barber & Beauty
Salon, 1115 Maple Ave.
Mr. Al's, 500 Sacramento St.
Maryland Barber Shops.
Maryland Navy Exchange.

Blue Shield of San Francisco.
Doctor's Hospital of San
Leandro.

Hertzka and Knowles, San
Francisco, architects.

John Ascuga's Sparks Nug-
get in Sparks, Nevada.

KNTV Channel 11, San Jose.
Louisiana-Pacific Corporation
products.

Montgomery Ward in Redding.

Mervyn's Store in Ventura.
Norbert Cronin & Co., In-
surance agents, San Francisco.

Non-Union Iceberg Lettuce.
Santas Airways.

Raley's Food Market, Oakhurst,
Madera County.

State Farm Insurance Com-
plicated, Santa Rosa.

Twin Pines Federal Savings
and Loan Assn., branches in El
Cerrito, Berkeley, and Walnut
Creek.
Smoke rises from diesel engine on the wire puller in desert valley.

Members Henry Hardigan and Fritz Carter, Linemen cut wire on static wire tensioner.

L-R, General Foreman Kenny Bruce and Shop Steward Alex Urrutia meet in the field near Baker, California with Business Representative Tom Conrad.

Lineman Carter shooting sag angle, and calling instructions to Wire Foreman.

Lineman Bill Hayes dressing static sleeve and filing.
Members construct new 500kV dc power line

More than 100 members in Outside Line worked on construction of the new 500-kV dc line running from Adelanto, California to Delta, Utah.

Started in May 1984, the project came in two months under schedule with our crews completing work in August 1985.

The new line is part of the Intermountain Power Project which will bring additional power to the Los Angeles basin.

Business Representatives Tom Conrad and Curt Peterson report that the job ran very smoothly from the start.

"Our crews were experienced and highly qualified, and their excellent work showed it," Peterson and Conrad said. "We're real proud of the work our members did on this major project. There virtually were no problems."

The line starts east of Los Angeles at Adelanto where a Direct Current converter station is in the constructions stages; and continues through desert and mountainous terrain to Delta where it is fed by a coal-fired plant.

Work on a 244-mile section for the 490-mile line was undertaken in conjunction with IBEW Local 357 in Nevada.

Prime contractor in California and Nevada was Commonwealth Electric. Our member Kenny Bruce was General Foreman, and at age 29 is certainly one of the youngest GF's on the job of this dimension in the United States. Larry Beiler was project manager, and John Thomlinson was job superintendent. All members are to be congratulated for the superior quality work that went into this extensive project.

From diesel engine on the wire puller in desert valley.

New line runs parallel to an existing line which was constructed in 1938. Below bright light in background of both lines is Solar Plant in Daggett, California.
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We have more than met our commitments! The Joint IBEW-PG&E Joint Evaluation Committee is continuing its review of job duty statements and knowledge and skill profiles for those duty statements. For each of the clerical lines of progression (Customer Services, Accounting, and Operating), a three-person subcommittee is reviewing each of the duty statements (up to 10) listed by employees included in the most recent survey (about 450 employees). This review process will ensure that the statements actually describe a duty rather than a task; will ensure that the duty is properly stated in an established format, and that the knowledge and skill level stated by the employee and reviewed by an immediate supervisor is consistent with profiles established from employee/supervisor input in 1984. Where inconsistencies exist, they must be individually examined to determine the reason for the difference. Once the reason is identified, an adjustment must be made. When this process is complete, the job statements and knowledge and skill profiles for each line of progression will be compared with the duty statements and knowledge and skill profiles from the other two lines of progression to ensure that each subcommittee has established the same values for duties that are similar.

Once the full IBEW-PG&E Joint Committee has agreed on the list of duty statements along with the corresponding knowledge and skill profile, consultants Gene Hamilton and Tom Johnson will complete a computer analysis of the profiles and advise the Committee of computer-determined values for each of the duties.

The value of a specific group of duties, such as would typically be assigned to a PG&E Clerical unit, will then be analyzed by the Committee. While the duty statement list will not include all duties assigned to PG&E Clerical employees, it has been developed in such a way that unlisted duties can be valued by comparison to established duties. Shortly, the Joint Committee will reach the point at which value levels that will separate one classification from another will be established.

As a final step in the negotiating process, the Joint Committee will develop an administrative guideline, complete with detailed instructions to employees and supervisors, job analysis along with examples of completed questionnaires, lists of benchmark duties, and action words typically used in duty statements. The manual will also include an appeal procedure which will be utilized when there is a dispute over the established level of a job.

While the complexity of this process is considerable, the Joint Committee hopes to complete the project by the end of the year.
### '86 COLA

**Hike starts in Jan. for members at PG&E, PGT**

From PAGE ONE...

Consumers, and those figures can be confusing, since Local 1245 doesn't use them for our COLA calculations.

The Consumer Price Index increase is based on the negotiated formula, Section 500.3 of the Physical Contract and Section 25.3 of the Clerical Contract.

From July 1984 to July 1985, the C.P.I. rose from 307.5 to 319.1. The resulting 11.6 points increase was divided by .3 and equals 38.4 an hour or $15.20 a week increase for all employees across the board. Future C.P.I. increases will be reflected in January 1, 1987 wages.

To compute your January 1, 1986 wage add:

- **Your weekly salary**
  - Jan. 1, 1985 = $5
  - Less 1985 COLA = $12.40
  - Result = $42.60
  - 3% of result = $1.28
  - Re-add the 1985 COLA = $12.40
  - Add the 1986 COLA = $15.20
  - Total Jan. 1, 1986 = $702.30
  - Rounded = $702.30

### EXAMPLES

#### DIVISION LINEMAN

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<th>Description</th>
<th>Salary Jan. 1, 1985</th>
<th>COLA</th>
<th>Result</th>
<th>3% of result</th>
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<th>Add the 1986 COLA</th>
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**GROUNDMAN/HELPER**

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**GAS SERVICEMAN**

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### ARBITRATIONS

**Arbitration Case No. 128** involves the use of agency employees to replace bargaining unit employees and to perform work identical to that performed by bargaining unit employees. Arbitrator Barbara Chvany will hear the case on October 29, 1985.

**Arbitration Case No. 129** involves the discharge of an East Bay Meter Reader for allegedly "curbing" meter readers. Arbitrator David Conception heard the case on May 2, 1985, and briefs were filed on August 1, 1985. The case has been settled by the Arbitrator. Details will be reported in the next issue.

**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 were filed on July 22, 1985. The case has been settled by the Arbitrator. Details will be reported in the next issue.

**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 heard the case on July 10, 1985. Transcripts have been received and briefs will be filed in September.

**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 heard the case on July 25, 1985. Transcripts have been received and briefs will be filed in October.

**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. Arbitrator John Kagel will hear the case on December 11, 1985.

**Arbitration Case No. 137** involves the discharge of three Belmont 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 "falsification of company records and misuse of company time." Arbitrator Barbara Chvany heard the case on June 27 and July 28, 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. Arbitrator Kathy Kelly will hear the case on January 6, 1986.

**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. Arbitrator Adolph Koven will hear the case on January 21, 1986.

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East Bay Shop Stewards

Shop Stewards from the East Bay recently met for a day-long training program coordinated by Business Representatives Art Murray, Sam Tamimi, Bob Choate and Frank Saxsenmeier. Members reviewed current issues facing the Local Union during the program.

Participants:

Yoshiko T. Ball  Tanya Ferriera  Hal W. McClure
Finlay Boag  Pat Friend  Martin Moon
Stanley A. Clark  Ray Gerber  John Roberts
Barbara Cook  S. Gutzweller  Frank Stokes
Richard Cowart  David E. Hurst  Liz VanNieuwburg
Donna J. Dito  Gene R. LeMasters  Tom D. S. Young
Thomas R. Dorsher  Mataline (Pat) Mickles

'Red' Henneberry will be missed

C.P. "Red" Henneberry, a long-time union activist with IBEW Local 1245 passed away on August 14.

Henneberry was a popular member of the Local's Executive Board where he served as Vice President and Treasurer during the early 1970's. He also served on the Executive Board as a representative from the Central Area.

Henneberry worked as an Electrician for PG&E in Oakland, and was a Shop Steward there. Prior to his retirement in September 1979 he had attended dozens of labor-related conferences and workshops while with the Local. He also served as a delegate to IBEW International Conventions.

His efforts on behalf of the Local were far reaching, and his loss is felt deeply by his many friends. Deepest sympathy is extended to his wife Constance "Rosie" Henneberry and their five children and four grandchildren.

The family has requested that those wishing to make memorial donations should send them to St. Vincent de Paul Society, c/o St. Joseph's Basilica, 1101 Chestnut St., Alameda, CA 94501.

— IN MEMORIAM —
C.P. 'Red' Henneberry
July 24, 1917 — August 14, 1985

CYRIL 'RED' HENNEBERRY
By Frank Skiles

Loyal friend — o dearest friend
Map of Ireland on your face
The twinkle of your sky-blue eyes
Has much to tell the human race
The manly way you keep the faith
Your friendly wit and charm
To be just half the man you are
I'd give my good right arm
UNION MAN — I know you care
I feel your strength — I feel your good
I'm not alone — I know you're there —
Know you stand for brotherhood
You welcomed me into your faith
You made me feel at home —
You welcomed me into your
You made me feel at home —
A stranger doomed to roam
Merchant Marine and family man
PG&E and KC too
A man's man — you stand your ground
Whoever it is you choose to do
Now that you're gone I miss you
"Red"
May the Angels grant you rest
May you greet the saints in Heaven
With a hearty Irish jest
For what you are and what you've done
No way could I repay
True Friend — worth more than all the gold
In the banks on Judgement Day
True Friend — worth more than all the gold
In the banks on Judgement Day.
Many questions, issues surround FLSA application

The United States Supreme Court decision that extended the application of the Fair Labor Standards Act to public employees has created much controversy.

The United States Department of Labor, the agency charged with enforcing the Fair Labor Standards Act, has reported that over 400 complaints have been filed since the Court's decision. The Department has announced that the investigations into these complaints will commence after October 15 of this year.

Opponents of the decision have been complaining that the cost of compliance is astronomical. Randy Hamilton from the Golden Gate Law School in San Francisco has estimated the annual additional payroll cost to public employers in California to be $300 million, while he estimates the nationwide cost to be $3 billion a year.

In contrast, the Public Employee Department of the AFL-CIO has responded that such estimates are grossly high. Their estimates are an additional cost of 1 percent to 2½ percent of payroll. They also cite that the same complaints were raised by employers in 1938 when the Act was passed.

Congress has also been active. The House of Representatives has had at least two bills introduced on the subject. One bill would provide for fire fighters and law enforcement personnel to have a choice between overtime and compensation time off, while the other bill would exempt fire fighters and law enforcement personnel in total. On the Senate side, various bills have been introduced that would exempt public employees in total, make overtime payments optional, or exempt certain types of public employees.

Out of all of this controversy one thing is clear, the final outcome as to the application of the Fair Labor Standards Act to public employees is not known at this time.

Paradise

At the town of Paradise, a second offer for a two-year contract, with three percent the first year and two percent the next has been made. Business Representative Scott Thomas reports that the Town has in the past never wanted more than a one-year agreement. There are many staffing changes going on in the City government, with a general sense of unrest.

New developments will be reported in the next issue.

Lindmore

A 4 percent wage increase was recently ratified by our members at Lindmore Irrigation District. A Dental Plan was included in the new Agreement. Clyde Berger represented our members at negotiations.

Focus: Shop Steward Bob Wilkins

Bob Wilkins is a Shop Steward and Bargaining Committee member at the City of Berkeley. He has been a member of Local Union 1245 for five years and finds it a challenging experience. "Dealing with many changes currently going on in the public sector, and protecting the interests of the members takes a big commitment," Wilkins said.

Wilkins feels his best asset is communicating well with his supervisors as well as our members, which pays off in a good union-management relationship.

Wilkins is often involved with changing policies that the City wants implemented, and he makes sure it is in the best interest of both parties.

He believes that it is important to participate in open and straight-forward discussions on issues that directly affect the members' health and welfare.

Wilkins feels loyalty is especially important for anyone who represents others. He sticks by members, taking care of their interests.

Bob Choate, Business Representative, expresses much appreciation for Wilkins' work and continued interests.

"He does a great job of keeping me informed on important issues of interest to the Local and always keeps in touch with me, even when everything is quiet. He's a great asset to Local 1245," Choate said.
Golf Tournament
big success

Once again there was a great turnout for the Local Union's Annual Golf Tournament in San Ramon. There were plenty of volunteers helping to make the day extra special.

Coordinator Lou Anzaldo extends a very special thanks to Mel Oliver, Mike White, Jack Lacombe, Ed Miles, Linda Espinosa and Jim Kuhns for contributing to the success of the Third Annual Local 1245 Golf Tournament.

Anzaldo also extends a "big thank you" to friends and merchants who so generously contributed gifts and prizes. Anzaldo says he's looking forward to an even bigger turnout next year.

Winners included:

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<th></th>
<th>Gross</th>
<th>Blind Bogey</th>
<th>Net</th>
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<tbody>
<tr>
<td>Low Net: Mike O'Neill</td>
<td>84</td>
<td>7</td>
<td>77</td>
</tr>
<tr>
<td>Low Gross: Sam Thomas</td>
<td>84</td>
<td>6</td>
<td>78</td>
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<tr>
<td>Long Drive: Gary Keiser</td>
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<tr>
<td>Closest to hole: Art Perryman Jr. 12' 1&quot;</td>
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Flight Winners:

1st Flight: Phil Peidra
2nd Flight: Mike O'Neill
3rd Flight: Bill Hall
4th Flight: Kenny Fong

Closely to hole: Art Perryman Jr. 12' 1"

1st Flight: Phil Peidra
2nd Flight: Mike O'Neill
3rd Flight: Bill Hall
4th Flight: Kenny Fong

Great drive.

Hot dogs popular ever.

Davey Tree Negotiations

Local 1245 is currently in the process of selecting members of the 1986 Davey Tree — Local 1245 Negotiating Committee which will be announced in the next issue of the Utility Reporter.

The Union's Committee will review membership proposals covering wages, benefits, and especially paid time-off provisions of the current Agreement. The Union's Committee will develop Local 1245 bargaining proposals to amend the current 3-year Agreement beginning at the end of September.

Bargaining for this 900-member group is expected to commence after October 1, 1985 between Company and Union Negotiating Committees.

Mt. Wheeler

Business Representative Mack Wilson reports that negotiations are at a standstill. Wilson said:

"After last year, receiving a 30 cent per hour increase, our members are looking for something more meaningful this year." Wilson said.

Mt. Wheeler put the 1% into effect on August 1, which the Local Union opposes.

GEO

IBEW Local 1245 has sent a letter to representatives at GEO that we want to get back to the table. Business Representative Bob Choate reports.

At press time, movement was at a standstill since the last offer was turned down by a vote of 7 to 6. Currently, members are being paid their shift differentials which are in dispute. Member Mark Geiser has been working with Choate on negotiations.

Group W Cable

Local 1245 has filed grievances protesting Company's unilateral implementation of the "Standards of Conduct" policy in Group W Cable systems under a collective bargaining agreement with Local 1245. Company stated that their "Standards of Conduct guidelines are intended to assist employees in establishing examples of unacceptable conduct." Local 1245 contends that implementation of such standards of conduct significantly changes the working conditions of our members and cannot be implemented without agreement with Local 1245.

The dispute is not whether or not the standards are reasonable or unreasonable, the dispute involves Company's decision to circumvent the Labor Agreement by arbitrarily and unilaterally establishing working conditions not agreed upon by Local 1245.

Elko

Elko Telephone, CP National members have a new three-year agreement which went into effect August 1, 1985. The new contact calls for annual wage increases of 3 percent August 1, 1985, 2 percent August 1, 1986 and 2 percent August 1, 1987. Additionally, a number of contract language changes were agreed to by the Local Union and Elko Telephone.

Citizens Utilities

The Review Committee is currently considering a number of unresolved meal grievances. It is apparent after two days of discussion that the issues are far apart on the application and interpretation of the meal provisions of the current Agreement.

Union members of the Review Committee have consulted with the Union's Negotiating Committee on their meaning and intent relative to the change made in the meal provisions during bargaining. The basic dispute continues to involve the interpretation of the phrase "working beyond" as it appears in Section 13.12(a) and (b) of the Labor Agreement.

Company members of the Review Committee contend that "working beyond" should be interpreted as hours worked continuously beyond the employee's regular work hours on a regular work day. Union members of the Review Committee have been advised by the Union's Negotiating Committee that the phrase "working beyond" is to be interpreted as all hours worked beyond the employee's regular work hours and regular work days. As it stands now, these meal grievances will be submitted to arbitration for resolution.

CP National benefits

CP National has requested that the Joint Benefit Negotiating Committee return to the bargaining table to resume negotiations on the current Agreement. CP National members that the phrase "working beyond" is to be interpreted as all hours worked beyond the employee's regular work hours on a regular work day. Union members of the Review Committee have been advised by the Union's Negotiating Committee that the phrase "working beyond" is to be interpreted as all hours worked beyond the employee's regular work hours and regular work days. As it stands now, these meal grievances will be submitted to arbitration for resolution.