Utility Coalition strives to protect bargaining gains

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Revocable living trusts reviewed

By John P. Kelley

John P. Kelley, who prepared this article, is an attorney and partner in the law firm of Greene, Kelley & Tobriner, the law firm that offers group legal services to our membership. Under the group legal plan, you are entitled to an initial free consultation in this specialized area of the law.

This is one of the legal services provided for our members by calling the 800 number listed below.

Increasingly, the general public reads about the importance of probate avoidance through special accounts or "revocable living trusts." The purpose of this article is to discuss probate avoidance accounts, and to summarize the benefits and drawbacks to these accounts.

Individual Accounts

An individual probate avoidance account means one person is listed as the owner. Only that person has access to the account. At death, the individual probate avoidance account is distributed to the beneficiaries named on the account — avoiding any court proceedings or probate. Will bequests would not affect distributions from this account.

The disadvantage of the individual account occurs if the owner becomes incapable of taking care of himself or herself, a court-appointed conservator of the estate then manages the account unless the owner has previously signed a durable power of attorney for property management. Another possible disadvantage is that at death the only people who can receive proceeds in the account are the named beneficiaries on the account. For example, assume the owner listed children as beneficiaries on the account, and one of the children dies leaving grandchildren. If the member died without changing the account, the only beneficiaries of the account would be the living children named on the account and not the grandchildren.

Joint Accounts

The joint probate avoidance account has at least two owners. On the death of the first owner in most cases the funds in the joint probate avoidance account become the exclusive property of the surviving owner. The joint account thus solves the problem of access if a member becomes incapacitated. However, the surviving joint owner can change the beneficiary designations on the account.

Conclusion

Each member's situation is unique. For members with adult children or adult beneficiaries, the probate avoidance account is a simple way to distribute funds at death without any court probate. This saves time, legal fees and court costs.

Alternatives to the probate avoidance account include signing a durable power of attorney for property management (noted above) or creating a revocable living trust — which allows another person to access the account and avoid probate at death. Competent professional advice explaining these options is very worthwhile. Planning in advance can save time and money.
The sessions of the California legislature came to a close last month with a number of bills passed that have an impact on working people in California.

One bill that would have raised the Workers' Compensation maximum temporary weekly benefit from $224 to $273 was vetoed by Governor Deukmejian. This bill would also have raised the death benefit for survivors of workers killed on the job from $70,000 to $85,000 for one dependent and from $95,000 to $115,000 for more than one dependent.

In vetoing this bill the Governor said, “I believe Workers’ Compensation benefit increases should be accompanied by meaningful reforms designed to neutralize employer costs.” Workers’ Compensation benefits have not been increased since 1981, and currently 38 states and the District of Columbia have higher benefits than does California.

Another bill vetoed by Governor Deukmejian was an increase in weekly unemployment insurance benefits. The bill would have raised the maximum weekly benefit of $166 to $181 for next year, $196 in 1987, and $211 in 1988. The veto message by the Governor indicated that he thought eligibility should be restricted and enough workers disqualified to offset any cost-of-living increases. Thirty states now have higher maximum weekly unemployment insurance benefits than does California. Eleven other labor-backed bills dealing with a variety of issues were also vetoed by Governor Deukmejian.

In the Nevada legislature this year there were a large number of anti-worker bills introduced. Most of them did not make it to the Governor's desk for signature, or if they did the Governor vetoed the bill. However, some anti-labor legislation did get passed into law. The Nevada state prevailing wage law was amended, which weakened labor's ability to maintain union wage rates as prevailing rates. This came after the attempt to repeal the law itself outright. Mine workers in Nevada were protected by law from being required to work overtime; this law was repealed. The anti-worker bills introduced by both the Assembly and Senate were vigorously opposed by organized labor in Nevada. Without organized labor's friends in the legislature, workers in Nevada would have suffered severe losses.

In California, the actions of Governor Deukmejian continue to point out that he is not very friendly to workers. His vetoes and appointments to various worker agencies demonstrate this fact.

Anti-worker state legislators and governors across this nation are following the lead of the man in the White House. This trend started with the smashing of the PATCO Air Traffic Controllers and the anti-worker appointments to the National Labor Relations Board. And so it follows down to the state, county, and local levels. It will soon have to stop.

In Unity.

Jack McNally
Hazard alert: methylene chloride

A Hazard Alert was recently issued by the California Hazard Evaluation System and Information Service regarding a common industrial solvent, methylene chloride. The use of this solvent to clean printing machines in the Reprographics section of PG&E was a subject of investigation by the Local Union and CAL/OSHA compliance officers two years ago. The investigation led to a major modification of work practices by PG&E and a subsequent reduction of exposures far below the levels permitted by California law.

The following information is an excerpt from the Hazard Alert. To find out whether you are being exposed to methylene chloride, request a Material Safety Data Sheet from your supervisor. By law, your employer must provide you access to the MSDS within 15 days of your request.

Methylene chloride is a widely used organic solvent. In recent tests, it caused cancer in laboratory animals. Whether it causes cancer in humans has not been adequately studied. However, based on the animal tests, you should consider methylene chloride to be a potential cancer-causing substance.

As with most organic solvents, overexposure to methylene chloride can affect the human nervous system. If methylene chloride is allowed to remain on the skin, it can cause skin irritation and even burns. Breathing the vapors of this solvent also increases the amount of carbon monoxide in your blood, reducing the oxygen supply to vital organs.

MANY PRODUCTS CONTAIN METHYLENE CHLORIDE

Methylene chloride looks like water and has a mild sweet odor like ether. It is widely used because it evaporates very quickly. Because of this quality, it can quickly reach a hazardous concentration in the air. Some of the chemical and trade names for methylene chloride are:

**Chemical Names**
- Dichloromethane
- CH 2 Cl 2
- Methane dichloride
- Methylene chloride

**Trade Names**
- Aerotone NM
- Freon 30
- Solaestine
- Something
- F-8

**Common Products and Uses**
- Paint and varnish thinners and removers
- Certain paints and adhesives
- Printing press cleaners and inks
- Metal and plastic cleaners and degreasers
- Cleaners in many industries and work settings
- Aerosols, including pesticides (as a propellant), deodorants, and sprays
- "Stripper" in printed circuit board and electronics manufacturing
- Refrigeration and air conditioning equipment
- Coffee decaffeination and spice extraction processes
- As an intermediate in chemical manufacturing

Under California law, your employer must tell you if you are working with methylene chloride, or other hazardous substances. If you think you may be exposed to it, ask to see the Material Safety Data Sheet (MSDS) for the product you are using. Your employer is required to have MSDS’s for all products in the work area that contain a hazardous substance, and must make them available to employees on request. An MSDS lists the chemical contents of a product, its health and safety hazards, and methods for using and storing it safely.

HOW METHYLENE CHLORIDE ENTERS AND AFFECTS YOUR BODY

Methylene chloride enters your body when you breathe it in the air. Small amounts can also be absorbed through your skin. Overexposure to methylene chloride commonly affects your skin, respiratory system, or nervous system.

**Skin:** Methylene chloride evaporates quickly from bare skin, so it usually causes only mild irritation. However, shoes, gloves, or tight clothes that get wet with methylene chloride can hold it against your skin and cause a burn. Paint removers are designed not to evaporate and so can also hold the methylene chloride. They contain a gas to prevent skin contact. Recent skin contact can cause dermatitis (a rash).

**Eyes, Nose, and Throat:** Methylene chloride in the air at levels above about 500 parts per million (ppm) can irritate your eyes, nose, or throat. If methylene chloride is splashed into your eyes, it may be very painful but it is unlikely to cause any permanent injury.

**Nervous System:** Methylene chloride, like most organic solvents, affects your central nervous system (brain and spinal cord). With increasing levels of exposure above about 500 ppm, these effects include feeling "high," sluggish, sleepy, irritable, lightheaded, dizzy, and having a headache. This increases your chances of having an accident. At higher levels of exposure, symptoms can include loss of balance and coordination, and even death. Though symptoms usually fade away fairly rapidly after the exposure stops, organic solvents can cause long-term effects on the nervous system. This usually occurs only after frequent, lengthy exposure at fairly high levels. Symptoms include difficulty concentrating, memory loss, and emotional changes.

**Liver and Kidneys:** Based on animal tests and human experience, methylene chloride is not likely to damage the liver or kidneys except in cases of extreme overexposure. Symptoms include loss of appetite, vomition, and jaundice.

**Respiratory System:** High exposure levels did not cause birth defects in the offspring of laboratory animals. Like many other organic solvents, methylene chloride can reach the human fetus through the placenta and can enter human breast milk. Your exposure should be minimized if you are pregnant or breastfeeding.

Cancer: Methylene chloride causes cancer in laboratory animals. Whether it can cause cancer in human beings is uncertain.

**A Note on Carbon Monoxide:** Methylene chloride breaks down in the atmosphere and forms CO (carbon monoxide) in your body. CO prevents your blood from carrying oxygen to your tissues, which can cause symptoms similar to those of low blood oxygen levels. This is called the Nervous System. Since smoking increases the CO in your blood, smokers may experience these symptoms at lower exposure levels than nonsmokers. In addition, people with angina (chest pains) from coronary artery disease are extremely sensitive to CO, and may have angina when exposed to methylene chloride. The most of the hazards of methylene chloride.

**Engineering Controls:** Other common methods include changing work habits or the work process, and installing ventilation. Containers and vats should be thoroughly covered as often as possible to prevent evaporation. Some work processes can be isolated, enclosed or automated to reduce exposures. The most common type of engineering control is ventilation. Local exhaust ventilation systems are the most effective type of ventilation control. These systems "capture" or draw contaminated air from its source before it spreads into the general room air and your breathing zone.

**Personal Protective Equipment:** When engineering controls are not possible or do not sufficiently reduce exposures, a respirator approved by NIOSH must be worn. A respiratory protection program should be developed in consultation with a certified industrial hygienist or other knowledgeable person. Your employer must ensure that the equipment is appropriate and is used correctly. If a respirator is necessary, a disposable or a reusable canister-contained breathing apparatus must be used; methylene chloride's warning properties are so poor that the "knockout" of an air-purifying respirator could cause you to lose consciousness and become ineffective without your noticing it.

If direct contact with methylene chloride is necessary, or splashes are likely to occur, other protective equipment such as gloves and face shields should be worn. Polychlorinated polyvinyl alcohol, viton, and polyurethane are reported to be among the materials most resistant to methylene chloride.

**Note Concerning Methylene Chloride and High Temperatures:** Do not use methylene chloride at high temperature (above about 200°F) or very high pressure (over 40 psig), as a substitute. Many (especially those containing chlorine, such as chloroform ["trichloroethane (TCA)], trichloroethylene ["TCE"], and perchloroethylene ["Per-Flo"]) are similar to methylene chloride. However, based on the animal tests, methylene chloride should be treated as a potential cancer-causing substance.

**REDUCING YOUR EXPOSURE**

Employers are required to use control methods to reduce exposures that are above the PEL.

**Substitution:** One way to reduce hazardous exposures is to substitute safer chemicals in place of more hazardous ones. However, the hazards of other organic solvents must be considered before choosing a substitute. Many of those which contain chlorine, such as trichloroethane ("TCA"), trichloroethylene ("TCE"), and perchloroethylene ("Per-Flo"), are similar to methylene chloride. However, based on the animal tests, methylene chloride should be treated as a potential cancer-causing substance.

**WORKPLACE EXPOSURE LIMITS**

Workplace exposure limits are set and enforced by the California Division of Occupational Safety and Health, or "CAL/OSHA." The limits apply to the amount of methylene chloride in your breathing zone. The current permissible exposure limit (PEL) for methylene chloride is 100 parts per million (ppm). Your exposure may exceed the PEL at times, but only if it is below the PEL at other times, so that your average exposure for any 8-hour workshift is 100 ppm or less.

There are also "exposure" and "ceiling" limits for methylene chloride. The exposure limit of 400 ppm can be exceeded for no more than 15 minutes in any two-hour period. The ceiling limit of 1000 ppm must never be exceeded at any time.

Methylene chloride is considered to have "poor warning properties" since methylene chloride can not smell until it reaches a hazardous level (100-500 ppm). If you can smell it, you may be overexposed.

Whenever it is reasonable to suspect that any worker is exposed to a substance at a level higher than the legal limits, the employer must monitor the work environment. You have a legal right to see the results of air sampling relevant to your work.

**Note on Carbon Monoxide:** You are exposed to methylene chloride and carbon monoxide at work, the law requires your employer to keep those exposures at lower levels in order to protect you from overexposure to carbon monoxide.

**Medical Tests for Exposure:** Measurement of carboxyhemoglobin in your blood can give a rough estimate of your exposure to methylene chloride. To be accurate, the test must be performed within a few hours of exposure. You must not have been recently exposed to carbon monoxide, including carbon monoxide from smoking.
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 Century Boulevard near the Los Angeles Airport.

Sacramento Area

Beverly Garland Motor Lodge, 17208 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 Bay Area

Perry's and Victoria Station on Union Street in San Francisco.

The Mandarin, in Ghirardelli Square, San Francisco.

Other eating 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 Doda's
  - Mahbubay Restaurant
  - The Cashbah
  - Erinies
  - 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 Foxworthy, San Jose.
- Holiday Inn - Palo Alto, 625 El Camino Real, Palo Alto.
- Cindy's Restaurant, 17025 Condit Road, Morgan Hill.
- Sirloin & Brew Unlimited, Restaurant, 12335 Saratoga-Sunnyvale Road, Saratoga.
- Hungry Tiger Restaurant, 1010 Sunnyvale-Saratoga Road, Sunnyvale.
- Magic Pan Restaurant, 335 S. Winchester Blvd., San Jose.
- House of Genji/Cathay Restaurant, 1335 N. First St., San Jose.
- Travelodge, 940 Willow 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 Blvd.

Stockton Inn Motel and Restaurants, 4219 Waterline Road at Hwy. 99.

Stockton Joe's Restaurant, 1503 St. Mary's Place Plaza.

Vagabond Motor Hotel, 33 N. Center.

Denny's Restaurant, 4747 Pacific Ave.

Sambo's Restaurant, 11 N. Center.

**MANUFACTURING**

- Coors Beer
- Hafer's & Saltier products
- Goering Meat Co., Lodi.
- Ito Cariani Sausage Co., San Francisco.
- Cariani and Pocino brands.

**Sacramento Area**

- Holiday Inn - Sacramento, 1780 11th Street and 1010 Sunnyvale-Saratoga Road.
- Mandarin, 4219 Waterloo Road.
- Vanessi's
- Tia Margarita
- Pompeii's Grotto
- North Beach Restaurant
- Ernies
- Mabuhay Restaurant
- Benihana of Tokio
- H. Salt Esquire Fish & Chips (all)
- Jack In The Box (all)
- Benihana of Tokyo
- Carol Doda's
- Mahbubay Restaurant
- The Cashbah
- Erinies
- Franciscan
- North Beach Restaurant
- Pompel's Grotto
- Tia Margarita
- Vanessi's

American Poultry Co., San Francisco.

Bank of America Branches: 1740 North 1st St., Dixon.

2400 North Texas St., Fairfield.

1200 Texas St., Fairfield.

South Vacaville Office, Vacaville.

267 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, Benecia.

1001 Adams St., St. Helena.

Barbers, Fairfield

Top Hat Barber Shop, 914 Texas St.

Mad Hacker, 1143 Missouri St.

Barbers, Vallejo:

- Sir Cedric's Barber & Beauty Salon, 1155 Maple Ave.
- Mr. Al's, 500 Sacramento St.
- Mare Island Barber Shops, Mare Island Navy Exchange.

Blue Shield of San Francisco.

Doctor's Hospital of San Landro.

Hertzka and Knowles, San Francisco, architects.

John Ascuga's Sparks Nugget in Sparks, Nevada.

KNTV Channel 11, San Jose.

Losaluna-Pacific Corporation products.

Montgomery Ward in Redding.

Merry's Store in Ventura.

Norbert Cronin & Co., insurance agents, San Francisco.

Non-Union Iceberg Lettuce.

Sant芰 Ailways.

Raley's Food Market, Oakhurst, Madera County.

State Farm Insurance Complex, Santa Rosa.

Twin Pines Federal Savings and Loan Assn., branches in El Cerrito, Berkeley, and Walnut Creek.

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"WE DON'T PATRONIZE . . ."

DON'T BE TRICKED

Look for the Union Label for your Halloween Treat

Union Label and Service Trades Department, AFL-CIO

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).


OTHERS

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State Farm Insurance Complex, Santa Rosa.

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Shop Steward Training, Chico, East Bay

Annually the Local Union conducts dozens of Shop Steward training conferences to help keep Stewards up to date on educational and informational material that will assist them on the job.

Keeping informed and current is a major focus of our Shop Stewards throughout our large jurisdiction.

Recently, Business Representatives Ed Fortier, Rich Hafner, Jack Osburn, Scott Thomas and Gene Wallace coordinated a training conference in Chico for Stewards from the surrounding area and Citizens Utilities.

And in the East Bay, Business Representatives Bob Choate, Art Murray, Sam Tamimi, and Frank Saxsenmeier conducted a day-long training for area Stewards.

Topics ranging from health issues to Social Security benefits were highlighted and a Blue Cross representative met with both groups to address questions on insurance-handling problems.

East Bay...

Shop Stewards at conference...

Blue Cross representative.

Executive Board member Ron Blakemore outlined duties of the Board.

Social Security speaker.


Executive Board member Ron Blakemore outlined duties of the Board.

Grievance role-playing exercises were conducted during the training conference.
welcomed the Stewards. Stewards included Senior Mitchell, and Assistant and Orv Owen.

1: Al Wilhelm, Arthur Cress, Larry W. Martin, Babcock, Skip Harris, H. Pedersen, Dorothy Callender, Ken Brown, le K. Bergstrom, John galli, Nick Salvatorelli,
LOCAL 1245, COMPANY REACH AGREEMENT

Underground wage rates clarified for members

By Assistant Business Manager Ron Fitzsimmons

On September 16, 1985, Union and Company met to discuss clarification of Letter of Agreement 84-157-PGE. After some discussion, it was agreed that those employees who are volunteering from a higher-paid classification will retain the wage rate of their base classification rather than having their pay reduced to the Utility UG Installer wage rate.

The Utility UG Installer or UG Installer will be filled through the bid system and should not be used on a day-to-day basis. Those employees who are upgraded to perform these assignments will receive the upgraded rate of pay for no less than an eight-hour increment.

When Electric T&D training has commenced for 10 or more individual bidders within a Region and additional bids are received, the Region is not obligated to conduct another training session until they have received 10 additional bids. When a Region has determined that a training program is to be conducted, a notice should be posted indicating that any bids received after the posted date will not be considered for training until an additional 10 bids are accumulated.

An Electric T&D employee is considered a volunteer for 12 months following completion of training, and therefore may not refuse an assignment except where there is more than one employee in the headquarters who is eligible for an assignment. In such cases, the appointment should be offered to the senior employee and continue to the junior employee for both the graded rate of pay for no less than an eight-hour increment.

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SWITCHING

Test period continues at 12 headquarters

On September 26, 1985, Union and Company met to discuss Letter of Agreement 84-148 in regards to the guidelines for the six-month experiment on switching for Electricians, Cable Splicers and Linemen.

Both parties agreed that the information received during the six-month test regarding switching and clearance practices for the Cable Splicer and Lineman classifications has not been sufficient to determine that portion of the test's usefulness.

Therefore, it was agreed to continue collecting the information for the duration of the extended test period that will commence in October and continue for three months at the following headquarters: Paso Robles, San Luis Obispo, Fresno, Selma, Merced, Los Banos, Hayward, Livermore, Vallejo, Napa, Belmont, and Auburn.

Further, it was agreed that the information received concerning switching practices for the Electrician classification has been adequate to complete that portion of our analyses, and to continue following the work practices as set forth in Letter Agreement P3-84-148 at all locations until such time as the Committee determines to do otherwise.

M.M.R.W.

The Machinists, Mechanics, Riggers and Welders Committee met on September 23 and 24 and October 1, 2, 3, and 4, 1985 at Local Union Headquarters. PG&E has proposed to combine the Mechanic and Rigger classifications in Steam Generation. Nuclear Operations was excluded from this concept and the Company proposed to continue using the Mechanics classification at Diablo Canyon.

The Union met with Company on October 4, 1985. The Union's Committee consisting of Tom Dorsher, Rigger, Frank Robertson, Machinist, and John Overy, Welder, discussed its concerns with the Company's proposal at this meeting.

We tentatively agreed to adopt proposed Letter of Agreement #85-104-PGE, and are continuing to discuss combining mechanics and riggers classifications.

Gas Serviceman

Mike Woodward of San Francisco, Ron Field of Belmont, and Findley Boag of Concord, have been appointed to the Sub-Committee which was created to establish the headquarters where the experiment of having Gas Servicemen accompany the Service Reviewer on all reviews will be conducted.

The Gas Serviceman Sub-Committee met on October 7, 1985.
Settlements and decisions

Arbitration Case No. 129

On August 27, 1985, Arbitrator David Concepcion issued his decision in Arbitration Case No. 129, sustaining the discharge of an East Bay Meter Reader for "curbing" seventeen meters in early 1984. 

"We hammered away at the Company evidence" said Union staff attorney Tom Dalzell, "and tried to convince the arbitrator that the grievant had simply read the meters in question wrong because she was in pain, she was using medication, and she was under stress because she was being audited. We almost succeeded — but almost doesn't count.

Arbitrator Concepcion agreed that the Union was able to "sufficiently overcome the circumstantial evidence" on 16 of the 17 accounts which the Company alleged the grievant had curb. But not the last, where he concluded that it was not possible to read the account in the matter described by the grievant because the meter faced in a different direction. Concepcion thus concluded that "the circumstantial evidence supports the finding that the grievant did "curb." Because "curbing" of a single account may constitute grounds for discharge, he thus upheld the grievant's discharge.

Arbitration Case 130

On October 29, 1985, Arbitrator Sam Kagel convened an executive session of the Board of Arbitration in Arbitration Case No. 130 at his San Francisco office to announce his decision in the case — the Company's unilateral termination of a local prearranged overtime practice in the San Francisco Division did not violate the contract.

Over at least the last 20 years, most departments in the San Francisco Division have developed local practices for equitably distributing prearranged overtime among employees. Although the practices differed slightly, it was the local practice in each such department to pay an employee for the time which he or she lost if it was determined that the Company made a mistake in the administration of this practice.

When the Company in late 1982 and early 1983 unilaterally terminated these local practices, the Union filed grievances which formed the basis for Arbitrator Kagel's decision.

In his decision, Arbitrator Kagel noted that in 1974 negotiations the parties specifically agreed to pay for bypasses in emergency overtime but not prearranged overtime.

He concluded that, "The anti-abrogation clause is not available to justify a clear violation of the specific provisions of the system-wide agreement because of the action by a unit within a division."

As a result of Arbitrator Kagel's decision, the equitable distribution of prearranged overtime in the San Francisco Division will be determined on an annual basis and payment will no longer be made for individual bypasses. Application of this case as precedent should be limited if at all.

Focus: Shop Steward

Arlis Watson, Santa Rosa

Arlis Watson has been a Shop Steward for 10 years in the North Bay. During that time, he has served on two General Bargaining Negotiating Committees, and currently he is on the Local's Review Committee which meets monthly in Walnut Creek.

His first-hand involvement with contract negotiations has assisted him a lot with his duties as a Shop Steward.

"I like helping people who have problems. It's important to see that they're treated fairly, and according to the contract," Watson said.

"My philosophy is to work hard to settle issues at the Shop Steward level, and to keep matters from going beyond the local grievance level," he said.

"As a Steward I've developed the ability to sort out problems with management by pinpointing specific contract areas," he added.

Watson works closely with Business Representative Perry Zimmer- man, who helps get answers to questions he may have, so that grievances can be resolved quickly on the local level.

Watson attempts to attend all Unit Meetings in Santa Rosa, and served as a Recording Secretary for a short time.

He has also attended Central Labor Council meetings as a delegate during the past 10 years.

Being involved in a variety of Union activities has assisted him in being able to better relate to the contract, and in turn help members at his Santa Rosa headquarters.

"Knowing the contract is an ongoing thing. I'm continually learning new applications," he said.
CP NATIONAL

Benefits ratification . . .

From PAGE ONE

Vision Care and Short-Term Disability Benefit plans.

Local 1245's negotiating team advised CP National that our membership could not support takeaways. With that information in hand, CP National backed down on its proposal to alter 100% payment on initial $1000 medical costs to our members. With no takeaways resulting, the Negotiating Committee then agreed to recommend the new offer to our members, and ballots were mailed mid-September.

In its summary statement which went to members, the Committee stated:

"It is your Union Committee's view that, in this day and age at collective bargaining tables all across this nation where takeaways appear to be the rule rather than the exception, where deductibles are increased and where employers are insisting that employees pay for the higher increased premiunm costs for benefit plans, the offer of settlement is one that we can all be proud of. The settlement does not have take-aways, and in fact contains improvements over the current medical plan provisions. It is also your Committee's view that the implementation of the Health Plan Awareness Program will help to reduce the unnecessary medical costs and, in the long run, will help our membership to continue to receive the high level of benefits contained in our CP National-IBEW benefit agreements."

Committee members included Assistant Business Manager Orv Owen, Business Representative Jack Osburn, Bob Brownrigg, Dora Carone, Walt Conner, Richard Debbrecht, Robert Loper, Don Raymond, Robert Robinette and Al Stewart.

The contract provisions also cover CP National employees represented by IBEW Locals 89, 125 and 659.

DAVEY TREE

Proposals prepared . . .

From PAGE ONE

to commence the collective bargaining process for a new Agreement. Davey Tree Negotiating Committee members, Ken Bissmeyer, San Joaquin; Chris Clutton, North Bay; Ron Freeman, Las Vegas; Samuel Hernandez, San Francisco; Bill Mamola, San Jose; John Paige, Humboldt; Fred Serrano, Coast District, and John Smullen, East Bay.

At Local Union headquarters in Walnut Creek, the Committee worked with Assistant Business Manager Orv Owen and Business Representative Bob Gibbs and began reviewing a series of membership proposals which had been prepared at various Unit meetings, and a special meetings held throughout the Davey Tree service area.


The Negotiating Committee reviewed and considered all the proposals submitted during the three-day meeting. "It was clear and apparent that the proposals submitted were carefully thought out and clearly demonstrate the real and fundamental concerns of the majority of our Davey Tree members," Owen reported.

Dates for bargaining will be reported when they are scheduled.

John Paige and Business Representative Bob Gibbs.

Bill Mamola.

Assistant Business Manager Orv Owen and John Smullen.

CP National Benefits Provisions

Item I. Term

Although proposed term is for 16 months, it does not take effect until November 1, 1985 and expires on April 30, 1987. The current Agreement was to expire on April 30, 1985, so in essence, this proposed term if for two years.

Item II. Dental and Vision Care Plan

The current high-level of benefits that exist in the current Agreement will be maintained without any changes.

Item III. Medical Plan

The Health Plan Awareness Program has been revised to reflect that the current existing 100 percent of the first $1000 of reasonable and necessary charges for hospital care and treatment will be maintained without change. (This was not included in the March 28, 1985 offer.)

The adoption of the Health Plan Awareness Program provides improvement over the current Medical Plan Benefits with the added benefits of "Prescription Drug Plan," "Hospital Audit Program," "Hospice Care" and "Extended Facility and Home Health Care" provisions.

Item IV. Deductible(s)

The current existing deductibles of $100 per year for employee, or $200 per year for family will be maintained without change.

Item V. Premium Costs

Company will continue to pay 100 percent of all premium costs for employees and dependents for the Medical/Dental/Vision Care and Short Term Disability Plans.

Item VI. Short-Term Disability Plan

The only changes in the current existing provisions of this plan are that effective January 1, 1986, California-based employees will receive the Short-Term Disability benefits directly from the California State Disability Plan rather than through Company's General Office, and update the maximum weekly benefit, which is currently $224 per week, and is expected to increase on January 1, 1986. Other than these two changes, the other provisions of the existing Short-Term Disability Plan are the same and remain intact.

McNally testifies in Nevada . . .

From PAGE ONE

to have been successful. According to Attorney Elaine Feingold of Neyhart, Anderson, Russbaurn, Reilly and Freitas, who accompanied McNally, the staff's recommendation on the salary adjustment was withdrawn and no formal recommendation was made concerning pensions or employee discounts. "At this point in the proceeding, we are confident that the Commission's final decision will not touch on these basic subjects of labor negotiations," wrote Ms. Feingold in a recent letter to the Commission.

The issues raised during the hearing were of vital importance to our members at Sierra Pacific and to all members of Local 1245 explained Business Manager McNally. "What this case proves, though it is that constant vigilance is necessary if we are to preserve either the gains we've made in collective bargaining or — probably even more importantly — our very right to collective bargaining."
Nevada Irrigation District bargaining gets underway

Bargaining is underway at Nevada Irrigation District. Business Representative Ed Fortier and Negotiating Committee members, Bill Baum, Roy Finnegan, Larry Richerson and Ron Skewes, have participated in two negotiation meetings with the District in September.

At the first meeting, Local 1245's Committee proposed a one-year MOU with a 6% general wage increase in the Water Division, and parity for the Yuba-Bear project. Other proposals included implementing supplemental medical benefits for retirees, and appointment of a sub-committee to update the Memorandum of Understanding. The second meeting, the District offered a 2.5% general wage increase and a current-year parity increase in the Water Division, and parity for the Yuba-Bear project.

Other proposals included implementing supplemental medical benefits for retirees, and appointment of a sub-committee to update the Memorandum of Understanding. The Committee expects to go back to the bargaining table by November 15 for General Bargaining.

LOCAL 1245 UPDATE

Monterey Peninsula TV cable

Members at Monterey Peninsula TV Cable have held three Unit Meetings and one special meeting with Business Representative Ken Ball to develop proposals for bargaining which opens in October. All areas of the contract are open for negotiations at this time.

Members of the Bargaining Committee include Ball, Pete Gaudoin and T.L. Linbarger, both MPTV Technicians. "The committee is carefully going over all the proposed items and will narrow proposals for initial bargaining," Ball said.

Lynch morale improving

Business Representative Mack Wilson is handling a number of grievances resulting from the recent temporary layoffs at Lynch in Reno. Wilson reports that all indications look positive for a full force to be back at Lynch by the end of the year.

"With the news of the probable upswing, morale at Lynch has picked up among our members at work," Wilson said.

Mt. Wheeler "unfair" charges filed

Unfair labor charges have been filed against Mt. Wheeler Power Company after two unsuccessful negotiating meetings led to a bargaining impasse.

Business Representative Mack Wilson met with a representative of the National Labor Relations Board in late September to follow up with a deposition regarding the unfair charges. Committee members Ed Bouchard, Sue Guly and Wilson had taken in a proposal of a 4.5% general wage increase effective July 31, 1985 to August 1, 1986.

With the unfair charges filed, the Local now awaits the decision from the NLRB, or the Company's agreement to return to the table.

USBR Shop Stewards meeting

Industrial Hygienist Juliann Sum was the guest speaker at the Shop Stewards meeting held for USBR stewards on September 14. Many health and safety hazards were discussed, including working alone, drowning hazards, asbestos, solvents, noise, pesticides, and heat stress. Pictured above left to right are Juliann Sum, Barry Vanderlomen, Bob Kann, Will Stuberud, Larry Mather and Rick Knehas.

WAPA freezes; Local files

The Western Area Power Administration has informed the Government Coordinating Council #1 that wage rates are non-negotiable. Business Representative Rich Hafner, who is chairman of G.C.C. #1, reports that this frozen attitude led the G.C.C. #1 to file a negotiability appeal with the Federal Labor Relations Authority on September 27.

A response is expected within the next 90 days. Hafner has repeatedly requested a 4% wage increase effective October 13, 1985.

The 4% figure was arrived at from a 1985 Wage Survey which would put WAPA members at a more competitive rate.

WAPA's position is that wages are non-negotiable due to Congressional budget resolutions, the President's pay freeze proposal, and the approval by the House of Representatives of H.R. 3036 which limits wage adjustments for hourly employees to the same amount granted for General Services employees.

Yuba County Water Agency proposals set

Business Representative Ed Fetter recently met with Yuba County Water Agency to develop proposals for bargaining.

Fetter and Committee member Charlie Hall are notifying the Agency that proposals are ready, and to request a meeting date.

Major items to be addressed are Agency Shop provision, wage and shift premium parity with PG&E, maintenance of employer contributions for medical benefits, rate adjustment of the Deferred Investment Fund, and establishing Martin Luther King Jr.'s birthday as a holiday.

Bargaining starts Oct. 28 with USBR

Joint negotiations with the United States Bureau of Reclamation will get underway on October 28 at the Woodlake Inn in Sacramento.

The framework for Local 1245's negotiating team started in early September when Shop Stewards met to propose initial items for consideration.

The Local's Negotiating Committee then finalized proposals to exchange with the USBR on September 19. The Local's Negotiating Committee includes Business Representative Pete Dutton; Bill Chambers, Shasta; Bob Gonzales, Fresno; Bob Kerr, Tracy; Larry Mather, Shasta; Jim Mullenburg, Willows, and Chester "Al" Wright, Folsom.

The major proposal centers around over-throwing the federal wage freeze," Dutton said.

Slow motion at Bella Vista Water District

Members at Bella Vista Water District, just outside Redding, are seeking an initial Memorandum of Understanding on the property. Headed up the Negotiating Committee is Business Representative Jack Osburn. He and Committee members Gary Summit and Richard Welch have met three times with the District since July.

The Committee is looking for a two-year agreement, and is basically dealing with economic issues at this time.

"Things have moved pretty slowly since the District cancelled their first meeting with us in May," Osburn said.

Between May and the initial July meeting, the District hired a negotiator before sitting down to the bargaining table with the Local's team.
APRI Conference report

The A. Philip Randolph Institute recently marked its 20th anniversary at a National Conference in Dallas.

Delegates from 182 chapters across the country met to review the alliance between black Americans and the labor movement.

Business Representative Dorothy Fortier, a member of the Contra Costa County Chapter of the APRI, was among the 800 delegates participating in the conference.

In his opening address, APRI President Norman Hill stressed the importance of strengthening the APRI network, and preparing to play an important role in the 1986 congressional and gubernatorial elections.

He urged members to work to oppose and defeat programs that are anti-black and anti-labor such as the sub-minimum wage for workers, and the taxation of employee benefits.

He noted that at this time it is crucial to become informed on the importance of the benefits of coalitions when seeking to develop programs that reflect the needs of workers.

Hill stated that goals must include full employment and social justice as top priorities, as well as a commitment, in the Randolph tradition, to democracy and trade union rights abroad, whether in fighting apartheid in South Africa and totalitarian expansion in the third world, or supporting free trade unions in Poland and other countries around the globe.

The Union Label and Service Trades Department of the AFL-CIO distributes lists of National Boycotts which are officially sanctioned by the AFL-CIO Executive Council on a regular basis. Delegates were reminded to support their fellow unionists by urging co-workers, family members, and friends not to patronize Armour Processed Meats Co.; Brown & Sharpe Mfg. Co.; Bruce Church, Inc.; California Table Grapes; Continental Airlines, Inc.; Adolph Coors Co.; El Al Israel Airlines, Ltd.; Faberge, Inc.; Fort Howard Paper Co.; Holiday Cups, Division of Imperial Cup Co.; Indiana Desk Co.; Louisiana-Pacific Corp.; Marval Poultry Co., Inc.; Nixdorf-Lloyd Chain Co.; R.J. Reynolds Tobacco Co.; Schwinn Bicycle Co.; Seattle-First National Bank, Sterling Radiator and Trojan Luggage (as of September 1985).

With the holiday season nearing, particular emphasis was given to supporting the United Food & Commercial Workers in their battle against the union-busting tactics of Armour Processed Meats Co., and Marval Poultry Co., Inc. When doing your holiday shopping, do not buy: Armour Hams, Armour Bacon, Armour Hot Dogs; Marval turkeys and turkey parts. Please note that Marval products are also sold under the name brands of Tender Pride, Lancaster, Frosty Acres, Top Frost, Table Rite, Manor House, Richfood, Food Club, Dogwood Hill Farms. All products bear USDA Stamp #P-18.

The A. Philip Randolph Institute was founded by brother Randolph 20 years ago. The organization is funded by the AFL-CIO. Its goals are to: develop a broad based organization of black trade unionists from all segments of the trade union movement, maximize black participation in political activities through voter registration and get-out-the-vote campaigns; become a political force: maximize community support for political and legislative programs that aid the black community and the labor movement economically, politically, and socially; develop a cooperative, working relationship with local and state labor organizations; and encourage the participation and the development of leadership skills of black trade unionists within their unions. In the labor movement generally, and in the community at large.

If you desire additional information regarding the APRI, contact Business Representative Dorothy Fortier at IBEW, Local 1245 headquarters, P.O. Box 4790, Walnut Creek, CA 94596.

MEETING NOTICE:
IBEW Local 1245
ADVISORY COUNCIL MEETING
SATURDAY, SUNDAY
November 2, 3
9 A.M.
Sheraton Inn, Concord, CA

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

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