

# UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

## PG&E Members' proposals due in March

Proposals for contract negotiations at PG&E are due at the February and March Unit Meetings. This is the first step in renegotiating our Clerical and Physical agreements with Pacific Gas and Electric. The contracts expire at the end of 1987. Our negotiating committee will be selected in the near future and will meet to consider all of the proposals submitted by the membership.

Membership participation in this process is vital. The Local 1245 bargaining team can only negotiate effectively with the company if it knows the needs and desires of its Union members. A bargaining committee with a vocal and active membership behind it can be much more persuasive with management. This will be particularly important this year because of the tough bargaining climate we face at PG&E.

Members can obtain proposal forms from Shop Stewards, or Business Representatives. Proposals must be formally presented at Unit Meetings.

It is helpful to the negotiating committee members if proposals are clearly worded and respond to specific language in the current contract. It is important to pay attention to the section on the form which asks for the reasons behind the proposal. Once the bargaining committee reviews the proposals, a final set will be presented to the Company to start negotiations later this year.

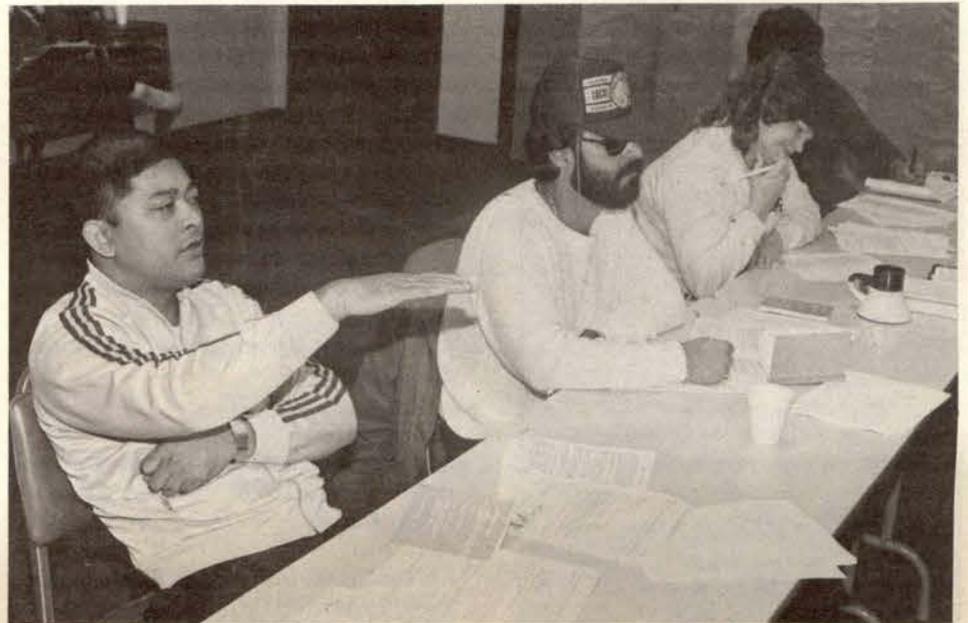
## Company ends push to trade early retirement for bidding rights

By Steve Diamond

Pacific Gas and Electric management apparently ended negotiations with IBEW Local 1245 last month over an early retirement incentive for General Office Clerical and Steam Department employees. Talks broke off when the Company rejected a Union proposal to implement the Voluntary Retirement Incentive (VRI) immediately while offering to negotiate a Company demand to change the bidding rights of the employees who would continue to work in the affected employee groups.

The Union proposal was sent by IBEW Local 1245 Business Manager Jack McNally on January 13. In his letter to I.W. Bonbright, PG&E Manager of Industrial Relations, McNally said the Union proposed the following:

- To offer Voluntary Retirement Incentive (VRI) to bargaining unit General Office clerical employees and to Steam Department bargaining unit employees;
- In return, Union agrees to enter into negotiations on Titles 205 and 18 of the respective physical and clerical agreements.



Stewards from General Office raised questions on the Voluntary Retirement Incentive proposal at a recent Training Conference at Local Union headquarters in Walnut Creek. See PAGE EIGHT.

The Company rejected this offer. No further discussions between the two parties have been scheduled.

The latest exchange between the Company and Union on this issue appears to close more than a month of negotiations. (See Chronology.)

The talks began in December when the Company first forwarded details of the proposed VRI offer to the Union.

The original VRI would have been

See BACK PAGE

## Scholarship contest final call

See page eleven

## Governor slashes Cal/OSHA budget

By Steve Diamond

California Governor George Deukmejian took the labor-management community by surprise this month when he announced a 1987 state budget which will all but eliminate the state's highly respected Division of Occupational Safety and Health, widely known as Cal/OSHA.

If the Governor's budget is not blocked by the state legislature, 360 key employees of Cal/OSHA's staff of 600 will be out of work when the new fiscal year begins on July 1. The impact on California work-

ers would be devastating, union leaders and health and safety experts agreed, upon hearing the announcement.

"I view this as a giant step backward in public health," Dr. John Peters, a professor of occupational health at the University of Southern California who served on the Cal/OSHA Standards Board told the *Los Angeles Times*.

### Labor Responds

Jack Henning, head of the

See PAGE FOUR

## Dunkin appointed new representative

Rich Dunkin is the newly assigned Business Representative in the Bakersfield area.

His assignment includes, PG&E, PLO, Davey Tree, Lindmoore Irrigation District, and CP National, Needles.

Dunkin, a Lineman, had been working as a relief representative for Outside Line Construction during late 1986. Before coming on staff he was a foreman on a Line Crew for Comstock Electric on a T&D job in Yucca Valley, near Palm Springs.

Ten years ago he served as a Business Representative for IBEW Local 1245 in the East Bay Division.

He says he's getting back into the swing of things, meeting with shop stewards, contacting members at our properties, and participating in grievance handling.

Dunkin's union activities date back to the early 1970's



Rich Dunkin is a newly appointed IBEW Local 1245 Business Representative in the Bakersfield area.

when he was a shop steward while working at PG&E. During that time he participated on the joint grievance committee, and on several ballot committees.

Members can meet Dunkin at monthly Unit meetings in Coalinga, Wasco, Taft, Bakersfield, Needles, and Topock, and can contact him by phone at 805 324-0211.



# DO NOT PATRONIZE

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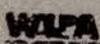
**Ron Field**

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Watch for the second article in series of "Strikebreakers, Strikemakers" in an upcoming issue of the Utility Reporter.

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 requests 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 Steet in Culver City.

**The Sheraton Plaza La Reina Hotel** 6101 West Century Blvd., near the Los Angeles Airport.

#### Monterey Area

**Casa Muras**, Fremont and Muras, Monterey.

**Doubletree Inn**, 2 Portola Plaza, Monterey.

**Days Inn**, 1400 Del Monte Blvd., Seaside.

**Sheraton Hotel**, 350 Calle Principal, Monterey.

#### Sacramento Area

**Beverly Garland Motor Lodge**, 1780 Tribute Road, Sacramento.

**Days Inn**, 200 Jibboom St., Sacramento.

**Frasinetti Winery & Restaurant**, 7395 Frasinetti Rd., Florin.

**Red Lion Inn**, 2001 West Point Way, Sacramento.

**Sacramento Inn**, Arden Way at Interstate 80, Sacramento.

**Stanley's Bar & Grill**, 427 Broadway, Sacramento.

**The Nut Tree and Coffee Tree**, Vacaville between Sacramento and San Francisco on Interstate 80.

#### 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, Mabuhay Restaurant,**

**The Casbah, Ernie's,**

**North Beach Restaurant,**

**Pompei's Grotto,**

**Tia Margarita, Vanessi's.**

#### San Jose Area

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

**Sante 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.

**Sirlon & Brew Unlimited, Restaurant**, 12333 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 Weddel Drive, Sunnyvale.

**Red Baron Restaurant**, 2500 Cunningham Ave., San Jose.

#### Santa Barbara Area

**El Encanto Hotel and Garden Villas.**

#### Stockton Area

**Carmen's Mexican Restaurant**, Lincoln Center.

**Denny's Restaurants** on March Lane, Pacific Avenue and Charter Way.

**Hilton Hotel**, 2323 Grand Canal Blvd.

**Ramada Inn**, March Lane.

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

**Vagabond Motor Hotel**, 33 N. Center.

### MANUFACTURING

**Coors Beer**

**Gaffers & Sattler products**

**Goehring Meat Co.**, Lodi.

**Ito-Cariani Sausage Co.**, San Francisco: Cariani and Pocino brands.

**Masonite Corp. plant**, Cloverdale, Sonoma County.

**Miller Brewing Company**, Irwindale, California.

**Sonoma Vineyards products**, including Windsor Winery, Tiburon Vintners and Piper-Sonoma Sparkling 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 Theater Corporations**, operators of the following anti-union theaters in Santa Cruz and Monterey Counties:

**Sacramento 6 Drive-In**, Sacramento.

**Twin I & II Theaters**, Aptos.

The following theaters owned by United Artists and Syufy Enterprises:

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, State Theater, Century 21, 22, 23, 24 and 25 Theaters (Syufy)**.

In Orange County: **Syufy Cinedome**, Orange; **Syufy Stadium Drive-In**, Orange; **Syufy City Cinemas**, Orange; **Family Four Cinemas**, Fountain Valley; **Fox Fullerton**, Fullerton; **Villa Theater**, Orange; **Miramar Theater**, San Clemente; **Cinemaland Theater**, Anaheim; **Stanton Theater**, Stanton; **Valley View Twin Cinemas**, Cypress; **Brookhurst-Loge Theater**, Anaheim.

### OTHERS

**Automotive, Sacramento area:** Mel Rapton Honda, Swift Auto World, Walt Davis Chevrolet, Elk Grove.

**Bank of America branches:** 178 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, 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, 1115 Maple Ave. Mr. Al's, 500 Sacramento St. Mare Island Barber Shops, Mare Island Navy Exchange.

**Blue Shield** of San Francisco. **Elk Grove General Store**, Elk Grove.

**Glass, Sacramento:** Fine Glass, Gaffney Glass, River City Glass, Victor Glass.

**Hertzka and Knowles**, San Francisco, architects.

**John Ascuaga's Sparks Nugget** in Sparks, Nevada.

**Louisiana-Pacific Corporation** products.

**Montgomery Ward** in Redding.

**Mervyn's Store** in Ventura.

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

**Non-Union Iceberg Lettuce.**

**Qantas Airways.**

**Raley's Food Market**, Oakhurst, Madera County.

**Saticoy Lemon Assn. products** bearing Sunkist label, Oxnard.

**Shoreline South Convalescent Hospital**, Alameda.

**Signs, Sacramento area:** Ellis Signage-Graphics, Sacramento.

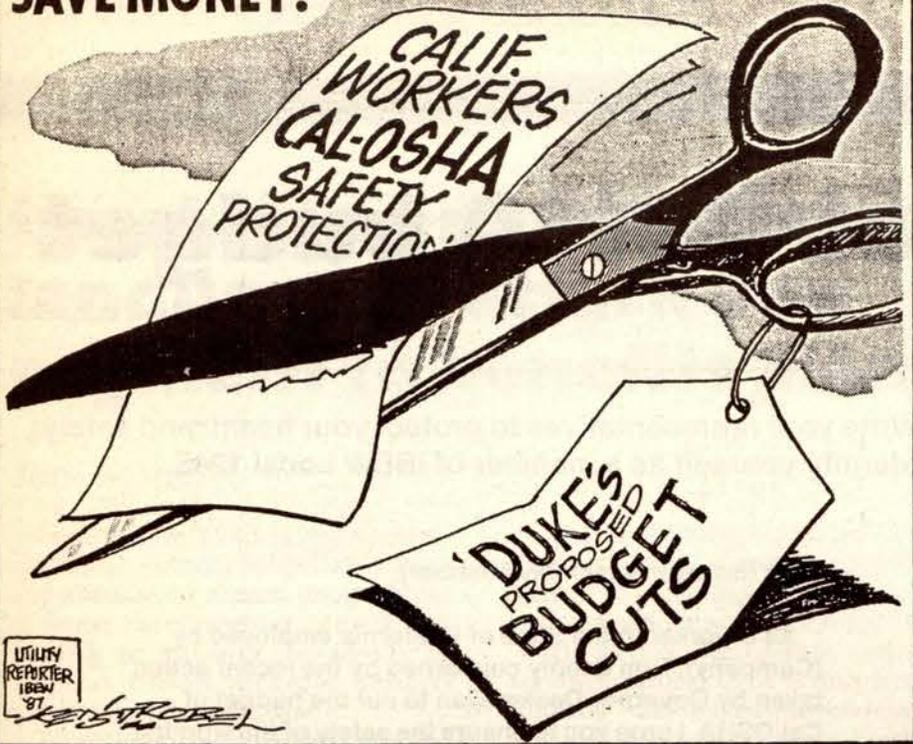
Fleming Silk Screen, Sacramento, House of Signs, Sacramento, River City Sign, Sacramento, Young Electric Sign Co., West Sacramento.

**State Farm Insurance Complex**, Santa Rosa.

**All Paul Snyder Stores**, Sacramento.

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

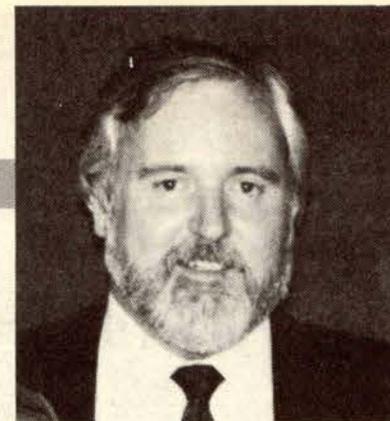
**WRONG WAY TO  
SAVE MONEY!**



# POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



## WANTS FEDERAL TAKEOVER

### Worker safety at stake as Governor proposes Cal/OSHA shut down

If you don't think you are being harmed by Governor Deukmejian's administration, you'd better take another look.

The proposed budget submitted by Governor Deukmejian to the legislature deletes the funding for the California Occupational Safety and Health Administration. The plan would shut down the state-run program and let federal OSHA take over the responsibilities.

The federal Occupational Safety and Health Act was passed in 1970 and is applicable to all states in the Union. A provision in the law, however, provides that a state may establish and operate its own program. The state program must provide no less than the federal law, and the U.S. government provides substantial funding to the state to assist in operating the program.

California, for many years prior to the enactment of federal OSHA, has had its own State Division of Industrial Safety program and it has been the finest safety program in the nation. When federal OSHA was enacted in 1970, California opted to establish and operate its own Cal/OSHA program and has done so. The federal government pays approximately half of the \$25-million-a-year California program. Twenty-four states, including California, operate their own OSHA programs, while 26 states rely on the federal government for a safety and health program.

Deukmejian would turn over the occupational safety responsibilities to the federal government whose budget problems are well-documented and which would be unlikely to match funds now committed to protecting California workers.

There is no question that Cal/OSHA has provided immeasurable protection for California workers. Most California employers in the past have recognized the importance of a strong and viable health and safety program and have supported Cal/OSHA. Many employers have participated in setting standards to address the issues in California. Local 1245 has been especially active, along with other unions, in Cal/OSHA standards development, and we have seen the program work for both workers and employers.

A federal takeover would present difficulties for both workers and employers. The differences and needs of California may be difficult to address with the feds along with communications and responses from one court to the other.

While employers and labor have had their differences over health and safety, they have, through the Cal/OSHA system, worked out and resolved these differences, and this is what makes the California program one of the best in the United States.

Some employers will complain that Cal/OSHA is too stringent and therefore at too high a cost. I would point out that in most cases accidental death and injuries are a higher cost.

Abolishing Cal/OSHA does not relieve anyone of the responsibility of a safe work environment, it just shifts the responsibility.

Employers and workers together developed the safety and health program in California. Now together they should fight to keep it.

In Unity,

## APPOINTMENTS

### PACIFIC GAS AND ELECTRIC COMPANY

East Bay Division Joint Grievance Committee

Jack Prosser  
Cliff Jackson  
Eugene LeMasters  
Michelle Perriera  
Dean Gurke

Shasta Division Joint Grievance Committee

Leonard Liotta

### OAKDALE IRRIGATION DISTRICT

Oakdale Irrigation District Negotiating Committee

Mike Evans  
Maribeth Burd  
Mark Clements

### SIERRA PACIFIC POWER COMPANY

Sierra Pacific Power Company Negotiating Committee

Gino Aramini  
Scott Downs  
Linda Holloway  
Louis Johnson  
Pat Lantis  
Kenneth Lutzow  
Keith Smith

## CALENDAR

### FEBRUARY

18 PG&E Health/Safety  
19 Trustees  
20 Safety Committee  
21 Humboldt Shop Stewards  
23 Executive Board  
24 NECA, Labor/Management, L.A.  
28 Ukiah Shop Stewards

19 Trustees  
20-22 AFL-CIO Regional Conference, San Francisco  
20 Safety Committee  
23 Executive Board

### APRIL

2 Trustees  
16 Trustees  
22 PG&E Title 8 Meeting  
24 Safety Committee  
24 Executive Board  
27 Staff Meeting  
30 Trustees

### MARCH

2 Staff Meeting  
5 Trustees

By Steve Diamond

## Governor slashes Cal/OSHA budget

From PAGE ONE

California AFL-CIO's Labor Federation, called Cal/OSHA a "critical" program and issued a statewide call to all AFL-CIO unions to meet February 10 in Sacramento to "prepare to confront the Deukmejian Administration in defense of" Cal/OSHA. He said the meeting was urgent.

Under Governor Deukmejian's plan, control of California workers' health and safety programs would shift to the Federal OSHA program headquartered in Washington, D.C. "It's ironic that while President Reagan has made states' rights a rallying cry for the shift of Federal programs away from Washington, Governor Deukmejian would have California workers rely on a Federal bureaucracy thousands of miles away," Jack McNally, IBEW Local 1245 Business Manager, said.

### Federal v. Cal/OSHA

A comparison between the protections offered by Cal/OSHA and those offered by Federal OSHA demonstrate that California workers will immediately lose key rights. Cal/OSHA inspectors, for example, can shut down a workplace where a serious imminent hazard is present. Federal OSHA inspectors, however, must first convince a Federal judge that a stop work order is needed. Death, serious injury or illness is possible because of this delay.

Under Cal/OSHA, any on-the-job injury or accident which requires an emergency response or 24-hour hospitalization forces the employer to notify Cal/OSHA. A Cal/OSHA investigation of the accident is immediately triggered. Under Federal control of health and safety, however, notification is only required when an on-the-job accident causes death or at least five serious injuries.

Further, Federal OSHA inspectors can wait two days before beginning their investigation. These inspectors must travel to California from the Federal OSHA office in Denver, Colorado. If none are available in Denver, California workers must wait for an inspector from Washington, D.C.

### IBEW Members Hit By Change

IBEW Local 1245 members would suffer directly under a shift to Federal OSHA. The dangerous work practices of "bare handling" on high voltage power lines, and "rubber gloving" voltages higher than 5000 volts, are permitted by Washington, whereas they are forbidden under Cal/OSHA.

The "right-to-know" the contents of hazardous substances used in the workplace, now granted to almost every California worker, will be restricted by Federal OSHA to only manufacturing workers. This would end the "right-to-know" at many IBEW workplaces, including Pacific Gas and Electric.

No criminal sanctions against employers are permitted under Federal OSHA and no telephone complaints can be made. Logging, sawmill, high hazard tunnelling and petroleum drilling work will all receive less or no regulation under Federal OSHA.

### Business and Legislature Raise Concerns

Several key legislators moved immediately to criticize the Deukmejian decision. "Since 1916, since the days of Governor Hiram Johnson, California has had the finest—the first and the finest—industrial safety program in America," said State Senator Bill Greene (D., Los Angeles), chairman of the Senate Industrial Relations Committee. "I don't think we ought to relinquish that."

"It's indisputable that this whacko notion would result in significantly less protection for California workers," said Assemblyman Richard Floyd (D., Gardena), chairman of the Assembly Labor and Employment Committee. "It's obvious to me that there hasn't been a lot of thought that's gone into this off-the-wall scheme."

Perhaps to the dismay of the Governor, employers have not rallied to his cause. The California Association of Manufacturers admitted that they were "probably split down the middle on this issue." "If this trend continues, we'll stay out of it," CAM president Tom Ellick said. "We'll have nothing that even approaches a consensus." Ellick's association represents firms whose members employ about 80% of the state's workforce.

Ellick's comments were echoed by a California Chamber of Commerce spokesperson who said that many of the state's small employers prefer to work with the state agency. "It's always better for us to deal with a state agency; they're more accessible to us," added David O'Reilly, general manager of Chevron Corporation's El Segundo refinery.

### IBEW Organizes Letter Writing Campaign

To assist in the effort to turn back the Governor's assault on Cal/OSHA, IBEW Local 1245 asks that its members write immediately to their state legislators. The following sample can be used:

Write your representatives to protect your health and safety; identify yourself as a member of IBEW Local 1245.

Dear (Senator/Assembly Member):

As a worker in the State of California employed by (Company), I am deeply concerned by the recent action taken by Governor Deukmejian to cut the budget of Cal/OSHA. I urge you to ensure the safety of the working people of the State of California by supporting the complete restoration of the Cal/OSHA program. Thank you for your time and attention to this matter of great importance.

Sincerely, (Signature).

## Labor movement rallies behind CAL/OSHA

Labor unions across the state of California gathered in Sacramento on February 10 to plan their campaign to save California's Occupational Safety and Health program from the budget axe of Governor George Deukmejian. In what California AFL-CIO leader Jack Henning called the "first step in labor's campaign" more than 250 trade union representatives met all day to discuss the impact of the Governor's move and steps union members can take to reverse this action.

Henning emphasized that the labor movement would at first attempt to "persuade" the Governor of the unreasonableness of his action. Unions, politicians and employer groups would be enlisted in this effort. The meeting was addressed by several key Democratic leaders who pledged to back the push by labor.

Henning also noted that a study of the impact of the Cal/OSHA cutback indicated that if the changes in health and safety laws resulted in only a 1% increase in the accident rate in California workplaces, this would cost employers \$50 million in increased Workers Compensation insurance premiums. By appealing to businesses' "bottom line" Henning hopes

that their support can be won.

In addition to hearing from Assemblyman Willie Brown and Senator David Roberti, the labor representatives heard from John Van de Kamp, the Democratic Attorney General for the State of California. He said that the Governor's proposal was "folly" and a "slap in the face to working men and women in California."

He also pointed out that shifting Cal/OSHA to the Federal government would greatly weaken job protections because Federal OSHA has been "stripped bare with its workforce and budget slashed" since the Reagan Administration took office in 1981.

As first steps, Henning urged unions to circulate petitions supporting Cal/OSHA to their membership. These should be signed and sent to both the Governor and the California Labor Federation office. Further, Henning urged that union members write and meet with their assembly and senate representatives to win their backing for Cal/OSHA.

IBEW Local 1245 and several other IBEW Locals were represented at the meeting. A sample letter of protest is being mailed to every member this month.

# Cal/OSHA vs. Federal OSHA

... State guidelines and regulations afford greater worker protection.

	Cal-OSHA	Fed-OSHA
<b>I. Occupational Safety and Health Standards (Partial List)</b>		
Work with or near high voltage lines	Extensively Regulated	Minimal or No Regulation
Short handled hoe in agriculture	Banned	Not Regulated
Logging and Sawmill Operations	Extensively Regulated	Minimal or No Regulation
High hazard tunnelling operations	Extensively Regulated	Minimal or No Regulation
Petroleum drilling and production	Extensively Regulated	Not Regulated
Accident Prevention Programs	Extensively Regulated	Minimal or No Regulation
Cranes and crane certification	Extensively Regulated	Minimal or No Regulation
<b>II. Required registration of carcinogen use in the workplace</b>	YES	NO
<b>III. Worker right-to-know about hazardous substances in the workplace</b>	Virtually All Workers Covered	Only Manufacturing Workers covered
<b>IV. High hazard construction safety permit system for trenching, excavation, high rise construction and demolition, and diesel engine use underground and for asbestos related work of 100 sq. ft. or more.*</b>	YES	NO
<b>V. Procedure to stop work until serious imminent hazards are corrected</b>	Stop order issued by Cal-OSHA inspector on the job	Stop order only after going to court to obtain the stop order
<b>VI. Worker complaints:</b>		
Complaint may be made over the telephone to save time	YES	NO (must be written)
<b>Required agency response times:</b>		
imminent hazards	Immediately	1 day
serious violations alleged	3 working days	5 working days
nonserious violations alleged	14 calendar days	30 calendar days
<b>Actual response times (based on Federal OSHA study):</b>		
imminent safety or health hazards (in calendar days)	safety: 4; health: 2	safety: 5; health: 14
serious safety or health violations alleged (in calendar days)	safety: 13; health: 2	safety: 16; health: 22
nonserious safety or health violations alleged (in calendar days)	safety: 17; health: 34	safety: 16; health: 22
<b>VII. Civil penalty maximum:</b>		
Serious Violations	\$ 2,000	\$ 1,000
Repeat/Willful Serious Violations	\$20,000	\$10,000
Nonserious Violations	\$ 1,000	\$ 1,000
Repeat/Willful Nonserious Violations	\$10,000	\$10,000
<b>VIII. Criminal sanctions permitted in serious cases</b>	YES	* YES, BUT RARELY
<b>IX. Notification of occupational death, or serious injury or illness</b>	Required Immediately	Required in 2 days if death or at least 5 serious injuries

\* Per: Fran Schreiber, California State-Fed Representative, State Building and Construction Trades Council

# Asbestos at home

Asbestos is a mineral fiber with valuable insulation, strength and fire resistance qualities. Because of this it has been used in the past in many aspects of the building trades. More recently, asbestos has been found to cause cancer. And there is no safe level of asbestos exposure. This potentially deadly substance may be overhead or underfoot this very minute.

The U.S. Consumer Product Safety Commission (CPSC) offers the following information to help people who live in homes that were built or underwent remodeling during the years when asbestos, in one form or another, was in general use (between 1920 and 1979).

Asbestos has been used in a wide variety of products, including appliances, insulation for ceilings, walls and pipes, floor tiles, patching compounds, paints and roofing materials.

If you want to know if a product contains asbestos, contact the manufacturer if possible. If you can't locate the manufacturer, call a union plumber, builder or heating contractor who is familiar with asbestos. They are often able to make a reasonable judgement about whether or not this substance is present.

In most cases, the CPSC warns, if the material or product is in good condition it is best left alone. If it is not in good condition, or if it is to be removed, sanded, cut or otherwise disturbed, seek out a trained union asbestos contractor to do the job.

We should also be aware of asbestos being used in unexpected places, even today. A letter in the New England Journal of Medicine, for example, warns that some sand sold commercially for children's sand boxes, when tested, was found to contain so much asbestos that it would not be allowed as an insulation in some areas of the United States.

For more information on asbestos product testing, repair and removal, contact the Consumer Product Safety Commission Hotline at 800-638-CPSC. (TTY number for the hearing impaired is: National TTY, 800-683-8270.)

sure how closely it will resemble this one. We're going to have to do some work."

Perhaps Congress should pay attention to what every other industrial nation has done for parents. *Business Week* noted recently that "every other industrialized country" gives mothers the right to take time off to bear children. In most of Europe, the leave is paid — for at least 14 weeks, with the average at five months. In Sweden, for example, women can take up to a year off for child care. They receive 90% of their weekly salary for the first 38 weeks.

"By most measures," *Business Week* said, "the U.S. has adapted too slowly to the influx of women in the workplace . . . But the pressures for change are growing, both in the labor market and among lawmakers."

# U.S. Supreme Court upholds California pregnancy leave law

By Steve Diamond

In a major victory for working women, the United States Supreme Court found last month that a California law which grants pregnant women the right to a four-month unpaid leave of absence from their job is constitutional.

In a 5 to 3 decision, the Court found that preferential treatment of women workers should establish "a floor beneath which" benefits may not drop, "not a ceiling above which they may not rise." The Court resisted arguments by employers and some feminists that pregnancy leave makes women workers more expensive. The majority opinion was delivered by Justice Thurgood Marshall.

## Law Protects Women Workers

Instead, the Court found the logic of those arguing on behalf of the California law more persuasive. "California's pregnancy disability leave statute allows women, as well as men, to have families without losing their jobs," Justice Marshall wrote. Rather than making women workers more expensive to hire, the California law enables women to

retain the jobs they already have. Women no longer have to choose between keeping a job or having a family.

This goal is shared by both the California law and federal law, the Court held. The purpose of federal law is "to achieve equality of employment opportunities and remove barriers that have operated in the past to favor an identifiable group of . . . employees over other employees." To allow pregnant workers to retain their jobs protects their employment opportunity.

The Court decision was on behalf of Lillian Garland, an employee of the California Federal Savings and Loan Association in Los Angeles. In January of 1982, Garland took a pregnancy leave from her job. Although her employer's policy was to try to provide an employee taking unpaid leave with a similar position upon returning to work, they made no guarantees.

In April, Garland notified Cal F that she was able to return to work. But she was told that her job had been filled and that there was no similar job available. Garland filed a complaint with the California Department of Fair Employment and Housing which found in her

favor. Her case was appealed and finally heard by the U.S. Supreme Court last year.

## New Debate Underway

The decision sparked a nationwide debate over the issue of Family and Maternity Leave. Although the California law covers only pregnant women, discussion is underway in Congress to extend such leaves to fathers, adopting parents and to employees who must care for a seriously ill child or parent. The Family and Medical Leave Act, sponsored by Democratic Representatives Patricia Schroeder (Colorado) and William L. Clay (Missouri) and Senator Christopher J. Dodd (Connecticut), is set for hearings to begin this month.

The Act would allow all employees in workplaces with 15 or more employees up to 18 weeks of unpaid leave. In addition, 26 weeks of leave would be allowed an employee with a "serious health condition." Many Republicans and business groups oppose the law and passage may be difficult.

"There is certainly a much better climate now," Senator Dodd said. "I think we can get a bill, but I'm not

## Ratification vote pending at Healdsburg

For the first time, IBEW Local 1245 has negotiated a tentative agreement for a combined physical and clerical unit at the City of Healdsburg.

Following a review by the City Council, now set for February 16, the proposed new contract is scheduled to be submitted to the membership for a ratification vote in late February.

Major features of the two-year offer calls for the City to pick up 4 percent of the employee's current 7 percent wage contribution to PERS, retroactive to July 1, 1986.

Effective July 1, 1987, an additional 4 percent increase is slated, with the members to decide whether to take the increment in wages or PERS contributions.

Staff Attorney Tom Dalzell, who headed up the negotiations, commended the bargaining unit members for their patience during the nearly nine months that the tentative agreement was being negotiated.

"Early on, a new city manager came on board, and basically the whole contract was reexamined, item by item at 14 separate meetings," Dalzell said.

Under the new contract nearly 25 percent of our members would realize equity adjustments ranging from 2 to 5 percent. Major improvements have been proposed in

vacations, where, for example, three weeks of vacation would be earned in the sixth, not eleventh year of employment, as is the case in the current contract.

A new item would provide a \$50 monthly bonus to be paid in specified classifications for Spanish bilingual employees who are in public contact positions who use their second language on the job.

The proposed contract has been improved in sick leave, and maternity leave areas, and calls for tighter time requirements on evaluation reports. Another plus in the package is an increased tool allowance for mechanics, and pay for weekend holidays that are observed either on a Friday, or Monday.

If the tentative agreement is ratified part-time employees will have fringe benefits paid 50 percent by the City. Previously no benefits have been paid by the City for part-timers.

Members of the negotiating team includes members: Larry Joe Giovannoni, Electric Department; Bob Larson, Warehouse, and Myra Young, City Hall.

Results of the ratification vote will be announced in the next issue of the Utility Reporter. If ratified, there is a reopener in July 1987 to consider certain language changes.

## Local readies for WAPA

Members of the Government Coordinating Council, No. 1, representing 15 western states, met January 29 and 30 in Reno to set up initial procedures for 1987 WAPA bargaining.

Local 1245's Business Representative Rich Hafner chaired the two-day session where delegates discussed setting up a pre-proposal meeting in May to prioritize proposals which are now being gathered throughout the western region. A negotiating team has yet to be appointed.

The current contract which covers all WAPA employees expires October 1987, and everything will be open for bargaining.

WAPA members received a 3 percent wage adjustment effective January 18, 1987. In the meantime, Hafner reports, the 1985 and 1986 salary issues are still under consideration by the Federal Labor Relations Authority.

Other items reviewed by the delegates included safety issues surrounding the fatality of a lineman who was electrocuted in late 1986 in Flagstaff, Arizona; and pending litigation on the Foreman III issue which is in the Tenth

Circuit Court of Appeals, Denver. Hafner said that no hearing date has been set, although its anticipated a move to establish a date is in the offing.

Delegates and officers attending the Reno meeting included Hafner, Jim Healy, IBEW Local 1759, Caspar, Wyoming, newly elected 2nd Vice Chairman, succeeding Daryl McGirr, IBEW Local 2159, Montrose, Colorado; Gary Maynard, IBEW Local 640, Phoenix, Arizona; Randy Rau, IBEW Local 1759, Mill, Wyoming; Jerry Tracy, IBEW Local 640, Phoenix; and Nels Krogh, IBEW Local 2159, Montrose, a new member who was introduced at the January meeting.

Guests at the January meeting included IBEW International Representatives: Roland Gawf, 8th District; Richard Barrus, 9th District; James Simmons, 11th District, and Leland Jackson, 7th District.

Other guests included Buster B. Boatman, Chief of Labor Management and Employee Relations, WAPA, and Mike Groves, Chief of Maintenance, WAPA, both of Golden, Colorado.

## Settlement close at Shasta PUD

Business Representative Rich Hafner reports that after 14 meetings, and 10 months of negotiations, it appears a tentative agreement is close to a reality at Shasta PUD.

Major hang ups have occurred over binding arbitration, demotion language, and retroactivity during the lengthy negotiations, which have wound up in two mediation sessions since last April, Hafner said.

Working along with Hafner at the bargaining table has been Dennis Daily, Water Maintenance Man II.

## Members considering Century offer

After three bargaining sessions, the Local Union and Century-Mendocino Cable Television, Inc., reached a bargaining table settlement on January 20, 1987.

Highlights of the 2-year offer provides 3 percent retroactive to June 1, 1986, and another 3 percent effective June 1, 1987 on wages.

The offer is currently out in the field for evaluation and final determination by Local 1245 members, Assistant Business Manager Orv Owen reports.

On the bargaining team for the Local, along with Owen were Business Representative Bob Choate, and members Donna Whetstone and Michael Cline.

## 'Final best' from Comcast

IBEW Local 1245 has been in negotiations with Comcast Cable since early November, and three meetings have been held.

Assistant Business Manager Orv Owen reports that on February 4, the Company submitted what they characterize as their "best, final, and last offer" to settle 1986 bargaining.

The offer includes a modest 2 percent wage proposal, and would be retroactive to August 1986.

The Local's negotiating committee has advised the Company that once the written offer is received it will be presented to our membership without any recommendation, Owen said.

The Local's committee includes Owen, Business Representative Dave Reese, and members Michael Howorth, Lester Geist, and Mary Ellen DeSchuiteneer.

## Wage hike at OWID

On December 15, 1986, members at Oroville-Wyandotte Irrigation District Water and Power ratified a wage increase proposed during a recent wage-reopening period, Business Representative Jack Osburn reported.

Committee members Bill Bray, Bob Warka, Bob Strassner, and Osburn met several times with the District over a one-month period before arriving at the offer.

Our members met with a new District labor committee which had been elected during a recent Oroville recall election.

In the OWID Power Department, terms for the new wage adjustments called for cost of living increases equivalent to similar classifications at PG&E.

In the Water Department, a PG&E-modeled COLA was adopted to improve wages for these members.

Overall, increases averaged between 3½ to 4½ percent, Osburn said.

The current contract will be in effect through December 31, 1987.



Meeting at the recent Government Coordinating Council, No. 1, in Reno were, left to right, Roland Gawf, International Representative, IBEW 8th District; Randy Rau, Council First Vice-Chairman, Business Manager IBEW Local 1759; Gary Maynard, Council Treasurer, Assistant Business Manager IBEW Local 640; Jerry Tracy, Council Delegate, Business Manager IBEW Local 640; Jim Healy, Council Second Vice-Chairman, IBEW Local 1759; Leland Jackson, Jr., International Representative, IBEW 7th District; James Simmons, International Representative, IBEW 11th District; Nels Krogh, Council Delegate, IBEW Local 2159; Buster Boatman, Chief of Labor Management and Employee Relations, WAPA; Mike Groves, Chief of Maintenance and Operations, WAPA, and Ralph Pearl, Council Recording Secretary, Business Manager IBEW Local 1959. All the Council officers are also delegates. Council Chairman Rich Hafner, IBEW Local 1245 Business Representative, was the group photographer.

## Contract ratified at USBR

After calling in a Federal mediator at the end of the year, progress was made in contract talks between the IBEW and the United States Bureau of Reclamation. A one year contract was ratified by the members last month.

Management agreed to an initial 3% wage increase to go into effect on April 12, 1987. Management also agreed to a joint survey of nine non-USBR employers to determine the need for improved compensation in the future.

The wage survey was suggested by the Federal mediator. Both sides will make up the teams which will collect the raw data for the survey. If any dispute exists about the survey's results, either party may choose to put the issue before an independent arbitrator.

"The arbitrator's decision on the survey results, if necessary, is final and binding," IBEW Local 1245 Business Representative Pete Dutton said. Both parties met recently to set up the survey teams, Dutton said.

But Dutton also said that in a similar effort in 1978, management ignored the arbitrator's decision and the IBEW had to take the issue to the courts. The Union prevailed, but the process took several years to complete.

In a related event, the Federal Labor Relations Authority announced its decision with regard to 1986 Union proposals about reductions in force, regulations covering motor vehicle drivers and wages. In each case, the FLRA held that the Union proposals were non-negotiable.

The negotiating committee at USBR is made up of the following Union members: Bill Chambers, Dave Gomez, Larry Mather, Jim Muilenberg, Al Wright, Barry Vandermolten, Rodrick Knehans, and Pete Dutton.

## PG&E Local queries members on bidding choices

Members at PG&E are being asked to participate in the Local Union's survey on the bidding structure at the Company.

A letter from Business Manager Jack McNally went out to members in the first part of February requesting members to express their preferences in the matter.

Results of the survey will assist the Union's negotiating committee in dealing with the issue.

The Local Union wants to know whether the membership feels that there should be geographical limits to job bidding. Under the current agreement, employees in a Division have first priority for vacancies in their Division. Employees from other Divisions are considered after employees in that Division.

With the recent restructuring from the Divisional to Regional set-up, the Union and Company will have to amend applicable sections of the contract to accommodate the current situation. There are now six Regions at PG&E where there were once 13 Divisions. This change affects several key areas of the Union's contract with the Company. Title 205 of the Physical contract, and Title 18 of the Clerical contract establish procedures for job bidding, promotion and transfer. Titles 206, (Physical), and 19, (Clerical), cover bumping rights of members where layoffs are in effect. In each case the current contract provisions are based on the old Divisional system.

Members who have not returned their pre-paid survey post cards reflecting their choice on bidding preferences, are encouraged to get them into the mail as soon as possible.

## PAC Tree layoffs, bargaining

February 2 was a grim day for Pac Tree and IBEW Local 1245.

On that day, the Company was forced to demote or layoff 76 employees following the loss of their two-decade contract with PG&E in the Sacramento area to two non-union contractors.

On the day of the layoffs, Local 1245 Business Representatives, Wayne Greer, Bob Gibbs, Ed Fortier, and Mickey Harrington met at three locations to inform our members of their rights.

Ultimately 27 members transferred into other Pac Tree headquarters, following contract stipulations.

Some employees opted to go to work for the new non-union contractors: Arbor Tree Co., and Utility Tree Service.

On January 19, prior to the layoffs, IBEW Local 1245 filed a petition with the National Labor Relations Board for representation certification with Arbor Tree Co. The NLRB election process is currently underway.

Assistant Business Manager Orv Owen reports that the Local expects

as well to have the necessary authorization cards signed to enable filing a petition with the NLRB for representation certification with the other non-union contractor, Utility Tree Service, in the near future.

On the bargaining front, Local 1245's negotiating committee met with Pac Tree on February 10 and 11 to begin talks on a new agreement. Term date of the existing contract expired 12-31-86, and all areas of the contract are open for negotiation.

The current contract remains in full force and effect until a settlement is reached, Owen said, and all negotiated wages will be retroactive to January 1, 1987.

Owen will be heading up the negotiating team which includes members: Doug Bonham, Bill Colbert, Jr., Cappie Jones, Zack Parkerson, Scott Riddle and Jim Travis. Also participating in the negotiations will be Business Representatives Ed Fortier, Bob Gibbs, Wayne Greer, Rich Hafner, Mickey Harrington and Scott Thomas.

## Focus Shop Steward: Bill Smith

Shop Steward Bill Smith joined IBEW Local 1245 as soon as his initial probation period with PG&E was completed, going on 20 years ago in the Gas T&D Department.

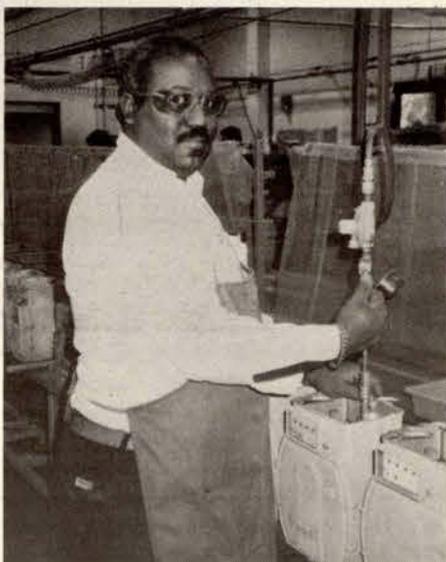
Within the next year he was appointed to the Meter Shop Consolidation Committee, and worked with that group until the new Gas Meter Plant was opened in 1976.

After time in Stockton and Oakland where he was an active Shop Steward, he was assigned to Fremont, and joined the area Unit. He has been Unit Recorder since 1980.

Over the years, Smith has attended all Shop Steward training conferences in his area with the exception of two which were scheduled while he was vacationing with his family.

Smith said that the trainings really prepared him to handle grievances in a most effective way. "I've basically followed the guidelines set forth in the training programs, and as a result have won many of the grievances that I've filed," he added.

Smith says he's an avid reader and one of the publications he makes a point of reading thoroughly is the IBEW Local 1245-PG&E contract, after each series of general bargaining negotiations.



Shop Steward Bill Smith Senior Regulator Mechanic at work at the Fremont Gas Meter Shop.

Smith credits Business Representative Pete Dutton for starting him out on the right foot as a shop steward, and says that even after 20 years, he still gets a thrill from doing a good job with a grievance. Currently, Smith works with Business Representative Corb Wheeler, who says that Bill Smith can readily be described as a "model" Shop Steward... a Union member that we can all be proud of.

## Members approve contract at AC Transit

Members at Alameda County Transit ratified a new three-year contract on January 22.

The new contract calls for a 13½ percent wage increase over a three-year period: 5½ percent the first year, retroactive to October 21, 1986; 4 percent the second year, and 4 percent the final year of the contract. A cash bonus of \$375 was also included in the terms.

In addition to the new contract, AC Transit signed a separate Memorandum of Understanding in which the District agrees to meet with the Union within one year to discuss the possibility of an employee being able to convert two days per year of unused sick leave to paid personal leave.

Improvements in the contract include a 2-percentage-point increase in the existing pension tables, elimination of proof of illness requirements after the third incident of sick leave use, or during a sick-leave incidence of two days or more.

Caps for an alternative medical plan were increased from \$50,000 to \$200,000, \$400,000, and \$600,000 in the first, second and third years of the contract, respectively.

The District agreed to a sick-leave buy back plan at retirement at 100 percent rather than the previously existing 50 percent rate, up to a maximum of 140 days.

Working with Business Representative Frank Saxsenmeier during negotiations were committee members, Dennis Hert, George Ferreria, Bill Scoggins and Lynne Morrel.

# Shop Stewards Training

IBEW Local 1245 Business Representatives Ed Caruso, and Becky Rosecrans helped coordinate a January 10, day-long Shop Stewards' training conference devoted to reviewing the demotion and layoff procedures of Title 19 of the Clerical Contract at PG&E.

Much of the discussion revolved around Voluntary Retirement Negotiations which were open at the time. Addressing the stewards at Local Union headquarters in Walnut Creek, Business Manager Jack McNally, and Senior Assistant Business Manager Darrel Mitchell, who presented the Union's views, and solicited members' opinions, and fielded a wide range of questions on both subjects. Assistant Business Manager Dorothy Fortier was also a participant in the session.



Shop Stewards at training conference.



Senior Assistant Business Manager Darrel Mitchell.



Business Manager Jack McNally fields questions from stewards.



Stewards participating in the recent General Office Shop Stewards training conference in Walnut Creek included; Gail Alston, John Callejas, Grace Coyle, Donna Fletcher, Rene Giger, Ray Harper, Shirley Henry, George Oryall, Billy Powk, Johnny Ramirez, Shirley Roberts, N. Rao, Carol Turk, Mary Wise, Gwen Wynn, and Frances Wycoff.

## Air Controllers Union files for election

In their long effort to rebuild from the devastating 1981 strike against the Federal Government, the nation's air controllers have requested that a union election be held to certify the National Air Traffic Controllers' Association (NATCA) as their bargaining agent.

The 1981 strike by the Professional Air Controllers' Organization (PATCO), NATCA's predecessor, led to the union's breakup when President Reagan fired the 11,000 striking controllers. But the new controllers, many hired as strike-breakers in 1981, quickly found that they suffered the same grievances that led to the PATCO strike.

Many argue that the nation's air traffic control system has never been as safe as it had been prior to

the strike. While 15,000 controllers operated the system in PATCO's days, the Federal Aviation Administration has tried to make the system work with 2,000 fewer workers.

### Union victory predicted

NATCA filed its petition for an election with the Federal Labor Relations Authority. Accompanying the petition were 5,800 authorization cards signed by FAA employees. NATCA's national coordinator John Thornton predicted that "an overwhelming majority of air traffic controllers will vote for a strong and responsible union like NATCA in an election in the next few months."

The "wholehearted support" of the AFL-CIO for the new union's

organizing drive was promised by AFL-CIO President Lane Kirkland. "An effective union will lighten the excessive burdens now being placed on the men and women employed by the FAA in the air traffic control system," Kirkland said. "Thus, a union for controllers will certainly promote air safety." NATCA is affiliated with the AFL-CIO's Marine Engineers Beneficial Association.

### TWA Flight Attendants win in court

Meanwhile, another union at the nation's airports is fighting back after a difficult strike. The Independent Federation of Flight Attendants, which represents flight attendants at Trans World Airlines, won a federal Court of Appeals

decision that designates them as the official bargaining agent for all TWA flight attendants, even though TWA refused to rehire many of the union's members after the recent walkout ended.

The Court ruled that all TWA flight attendants are required to pay union dues and can be fired if they refuse to do so. The Court also nullified any work rule changes instituted by the airline after the strike.

"It's a huge victory," said Anamarie France of the IFFA's Burlingame headquarters. "It means we've survived. Had we not won this case, I guess we would have wrapped up shop and gone home."

## Local using new contract language to attack late payment to benefits plans

By Darrel Mitchell

Local Union 1245 is aggressively utilizing recently negotiated penalty clauses to attack the problem of some construction contractors failing to submit payments to various union member benefit plans when they are due.

The Outside Line Agreement mandates payments on behalf of covered employees are to be made by contractors to the National Electrical Benefit Fund, National Electrical Industry Fund, Apprenticeship Fund, LINECO, Individual Equity Pension Plan, and certain payroll deductions.

During the 1986 contract negotiations, the issue of timely contributions to the funds was addressed by both parties. Instances had occurred where union members did not have coverage, such as LINECO medical benefits, only because contractors did not process the

proper contributions. After much discussion and debate on the issue, Article X, dealing with the problem, was added to the Contract.

The Article states that contractors who appear to be delinquent in making various employee-related payments may be required to appear at a Labor-Management meeting with the proper reporting forms and to assure that the appropriate payments are made. If a contractor fails to appear, the Union may immediately remove all IBEW workers working for the contractor and refuse to dispatch any other workers until all accounts are paid in full. Contractors appearing at the Labor-Management meeting that still have not made proper payments are subject to a 72-hour written notice from the Union whereby all workers are to be removed if the contractor has



Participating on the IBEW Local 1245 Outside Line Construction Negotiating team are, left to right, Bob Springer, Business Representative Tom Conrad, Assistant Business Manager Darrel Mitchell, Mike Lynch, Tube Dudley, and Business Representative Tom Heyl. Not pictured is Lonnie Peterson, who is another member of the Local's Negotiating Committee.

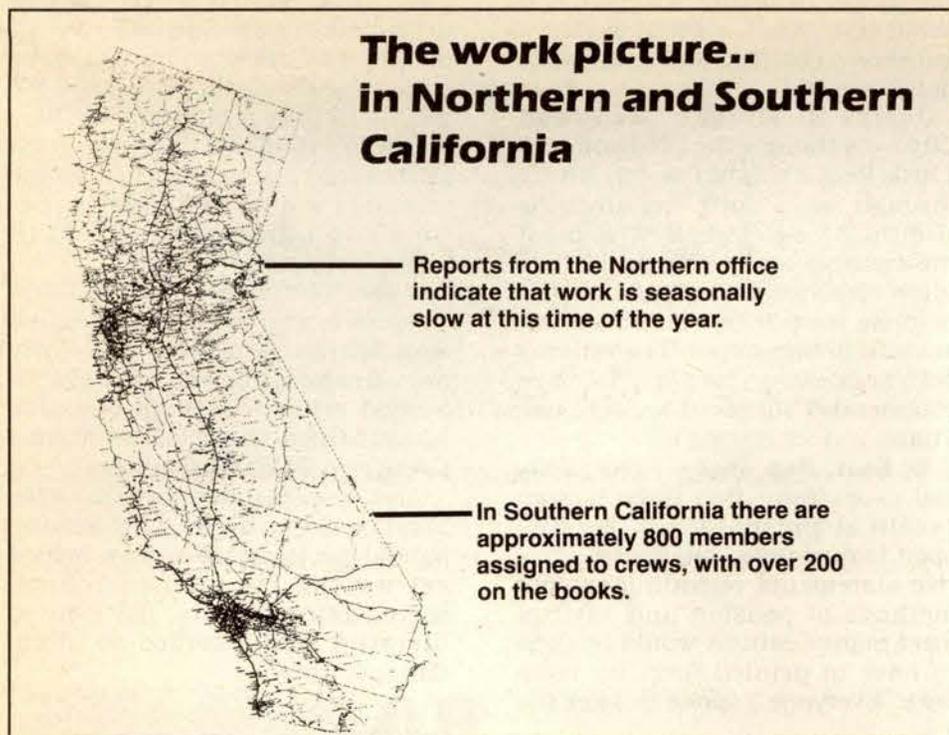
not complied by such a time frame. Additionally, contractors are subject to a 20% liability penalty for all late payments beyond the first occurrence of a delinquency within any 24 month period.

Five Labor-Management meetings have been held since Article X became effective on June 1, 1986. At these meetings 10 different contractors have been confirmed to be delinquent on 23 different instances. The 20% penalty has been determined to apply in six cases. On one occasion it was necessary for Local Union 1245 to remove all workers from the jobs in

progress of one contractor.

The next meeting is scheduled for late February to address the most recent cases of delinquent cases.

If the provisions of Article X prove to work as designed, contractors will find the penalties for being delinquent are too great and will make the necessary contributions in the proper timely manner. The effectiveness of the language should be determined in the very near future since the severe penalties, including the loss of workers have been implemented.



## Touring Vietnam Memorial in Reno

The Vietnam Memorial Wall replica will be on display in Reno at Idlewild Park on Saturday, March 21 for a 24-hour period beginning at noon, member Patty Gray reports.

IBEW Local 1245 contributed to the fund to bring the touring memorial to Reno, and Gray, an employee at Lynch Communications, was instrumental in requesting support from the Local.

## Unions acts to protect members formerly employed by defunct contractor

Representatives of Local Union 1245 are attending creditor's meetings involving the bankruptcy proceeding of Crater Line in order to protect union members' earnings and benefits.

Crater Line discontinued working in September of last year with little or no notice to the then-current employees. Many workers were not paid wages and also did not have the proper payments made to the various benefit plans

as prescribed by the Outside Line Agreement.

The union is coordinating the activity of the benefits plans with its own legal proceedings in order to increase the chances of being successful in recovering the payments and benefits due the involved members.

The potential liability totals over \$140,000 payable to approximately thirteen members.

## LU 1245 opens Outside Line agreement for economic issues

On January 5, 1987 Business Manager Jack McNally served written notice to the Western Line Constructors Chapter of the National Electrical Contractors Association of Local Union's intent to open the current Outside Line Agreement to discuss amendments to various economic items and Article X, Delinquencies.

IBEW's committee is comprised of Tube Dudley, Mike Lynch, Lonnie Peterson, Bob Springer and Senior Assistant Business Manager Darrel Mitchell. Outside Line Business Representatives Tom Conrad, Tom Heyl, and Curt Peterson will also

participate in the discussions from time to time.

Mitchell reports that the committee met at the Union's office in Walnut Creek on January 23 to prepare for bargaining. The negotiations are tentatively scheduled to commence on February 25 in Ontario, California. However, the dates and meeting places are yet to be confirmed by representatives of Western Line Constructors.

The current Agreement is in effect through May 31, 1988. The opener on economic issues allows for adjustments that could become effective June 1, 1987.

# Retirement Planning Seminars

## "A big success"

By Jerry Cepernich

The Retirement Planning Seminars which were arranged by IBEW, Local Union 1245 have become a big success. The seminars were held in sixteen cities ranging as far south as Bakersfield and as far north as Eureka. The seminars were held during September and October of last year and attracted over 900 members and their spouses.

The three-hour presentations were divided in two parts. The first part was presented by Bob Gallo who represented the Merrill Lynch Investment Firm, and the second part was presented by Jerry Cepernich, retired bargaining unit member, and Manny Mederos, Assistant Business Manager.

Gallo's topic included the Tax Reform Act, IRA Rollovers, Estate Planning and investment strategy. The Union presentation included the PG&E Retirement Plan, Medical Plan coverages and premiums, the Savings Fund Plan, the Joint and Survivor Pension, and the Financial and Psychological preparation for retirement life.

During the first series of seminars provided by your Local Union we decided to ask for comments to enable us to improve future meetings. We want to thank those who provided us with their views, comments and ideas for improvements.

**Donald B. Peterson, Ukiah**— "This seminar was very well presented in a manner very simple to understand and well worth the attendance".

**Gerald F. Slaughter, Santa Cruz**— "I was alerted to many aspects of retirement that I was not aware of. It should be done every year and I would definitely attend again. Reading the Retirement Guide in advance would be very helpful."

**Hollis C. Ertelt, Storrice**— "Very necessary and informative information. Age 55 is too late to plan, 50

years and onward is a better idea. This presentation was better than the Company presentation".

**Helen Bruce, Stockton**— "I found the presentation very informative and helpful. It was good to have a recent retiree explain your options. I felt the two presentations were well balanced. Bob Gallo's presentation was also very helpful. Yes, I would attend again if one were held. Thank you very much".

**Chet Bartlett, Santa Maria**— "The presentations were excellent and well presented. It is recognized that the subjects were highly complex and should be covered in more depth, however, the depth of coverage was enough to start people thinking in the right direction. I attended even though I am not in the age bracket addressed. Retirement planning should not commence just before retirement".

**Earl and Betty Miller, Paso Robles**— "We thought the presentation was very well done. Hope you have it every year. We feel we have learned quite a bit today. We need to know more, and feel we at least know where to go to find the answers to our questions".

**Dale and Joan Rudig, Santa Rosa**— "This program was presented strictly emphasizing employee advantages. We learned a lot the Company doesn't tell you. We feel your program was more informative".

**Jim Bricker, Petaluma**— "The presentations were excellent. An earlier time for the seminar would be more desirable or perhaps could be split into two sessions".

**James Precour, Vallejo**— "Your seminar was excellent. We benefited from this and hope you'll do it again next year. We would definitely attend. This seminar is 100 times better than the one presented by the Company".

**Don Christenson, Paradise**— "The presentation was excellent — both segments. Many good points



Meeting to discuss the evaluations and comments of the recent IBEW Local 1245 Retirement Seminars were Assistant Business Manager Manny Mederos, Local 1245, Retiree, Jerry Cepernich, Marian Cepernich, his wife; and from Merrill Lynch: Sandra McCabe, Associate Producer; David Brantley, Financial Consultant; and Bob Gallo, Tax Coordinator, Northwest Region. This group participated in the presentations of the popular seminars, and during this meeting proposed ways to improve the next series of seminars which are being scheduled for the fall.

brought to our attention, especially things to be beware of."

**Cliff Logan, Auburn**— "I think this seminar was very informative and think it should be continued. I got answers to questions I had about retirement without asking a question. Thanks for the information I received".

**James R. Morgan, Redwood City**— "Although the program was a little long it was well worth sitting through and I don't feel anything should be deleted. It was most informative and you should definitely continue giving them. I know it must have taken an enormous amount of time to put it together — both segments — and you are to be commended for its thoroughness. Thank you for having it".

**W. Burt, San Jose**— "The financial consultant, Bob Gallo has an excellent presentation. He was open to questions and his informative statements regarding explicit methods of pension and savings fund manipulations would be good to have in printed form for reference. Everyone I spoke to after the

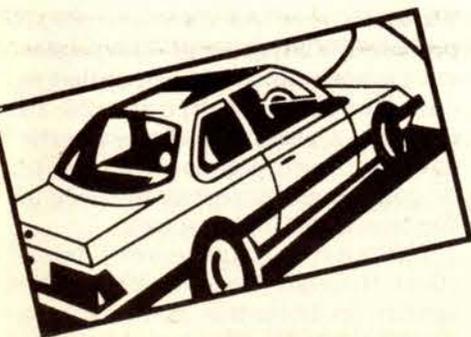
seminar couldn't praise it enough. Need more of Jerry's personal experience regarding retirement and maybe others also".

There were many constructive comments received which will lead to seminar improvements in the fall of '87. The slide show will have larger print and will be in color. We will try to have a seminar in Chico and San Francisco if we can get a fairly large group together. Some seminars will be held at an earlier time and others will be held in larger facilities.

A special thanks to Sister Doris Cheyovich who after attending the San Mateo Seminar, not only encouraged her co-workers to attend other meetings but also accompanied them to the Walnut Creek and Oakland seminars.

Also, a special thanks to my wife, Marian Cepernich, who accompanied me to each seminar, helped set-up the conference rooms, served refreshments, distributed literature and recorded all attendance counts.

## Low-rate auto insurance offered members



Most auto insurance companies have continued to increase rates. The Local 1245 plan, through AIGM Insurance Service, has had a rate reduction.

A recent survey indicates that many members are able to save money through the plan. For example:

- A utility operator from San Francisco saved \$130 or 11%.
- A painter from Salinas saved \$400 or 37%.
- An electrician from Porterville saved \$120 or 12%.

- A light crew foreman from Alameda saved \$200 or 22%.

About 9% of our members have requested a quotation since the plan began in March. Take a moment to be sure that you are not missing out on savings. Simply call AIGM Insurance Service at (800)442-9378. They will send you a NO OBLIGATION QUOTATION when you present policy renews.

There are a number of things to keep in mind when you request a quotation. AIGM will send you your quotation at the time

your present policy renews. That way you get an accurate comparison and avoid any cancellation penalties. You should also try to provide the same information that is used in rating your present policy. Differences in coverage, use of vehicles, number of vehicles, driving records, etc., could cause an inaccurate quotation to compare with your present insurance policy.

Take a moment to be sure that you are getting the best buy for your auto insurance dollar. Call the IBEW 1245 plan at (800)442-9378.

# Scholarship contest deadline, March 2

## Al Sandoval Memorial Competitive Scholarship

The purpose of this contest is to provide a grant in aid for scholarships to colleges and junior colleges, thereby making financial assistance toward the attainment of a higher education.

- The grant will be as follows:  
\$500 per year, up to four (4) years, as long as a C (2.0) average is maintained and the parent maintains their membership in good standing in Local Union 1245.
- In order to be a candidate in this contest, you must be a son or daughter, natural, legally adopted, or a legal ward of a member of Local Union 1245. You must also be a high school student who has graduated or is graduating in 1987. A copy of your diploma or a letter from your high school stating that you will graduate in 1987 must be attached to your scholarship application.
- The scholarship grant will be made only to that candidate who intends to enroll full time in any college certified by their State Department of Education and accredited by the local accrediting association.
- Applications may be secured by addressing the Recording Secretary of Local Union 1245 or by calling the Union office, or by using the form printed below.
- Checks will be paid directly to the college upon presentation of tuition bills to the Local Union.
- All applications shall be accompanied by a written essay, not to exceed five hundred (500) words, on the subject designated by the Executive Board.
- Essays should be submitted on 8½" by 11" paper, on one side, preferably typed and double spaced, with applicant's written signature at the conclusion of the essay.
- Applications and essays must be mailed to IBEW Local Union 1245, P.O. Box 4790, Walnut Creek, CA 94596, by registered or certified mail only, and be postmarked no later than Monday, March 2, 1987.
- Each year the scholarship shall be presented at the Advisory Council meeting in May; the judge and a guest and the recipient and parents shall be invited, at Local Union expense, to present and receive the scholarship award.
- A suitable trophy or plaque shall be purchased by the Local Union, at a cost not to exceed \$75, to be presented to the scholarship recipient.

NOTE: THE TOPIC FOR THE 1987 AL SANDOVAL MEMORIAL COMPETITIVE SCHOLARSHIP ESSAY IS "IS MY ONE VOTE REALLY IMPORTANT?"

### APPLICATION FOR THE AL SANDOVAL MEMORIAL COMPETITIVE SCHOLARSHIP Sponsored by

LOCAL UNION 1245  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
P.O. Box 4790 Telephone  
Walnut Creek, CA 94596 (415) 933-6060

DATE \_\_\_\_\_

I hereby make application to enter the Competitive Scholarship Contest sponsored by Local Union 1245, IBEW, AFL-CIO:

NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_  
(Last) (First) (Initial)

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

NAME OF PARENT \_\_\_\_\_

COMPANY \_\_\_\_\_

WORK LOCATION \_\_\_\_\_

HIGH SCHOOL \_\_\_\_\_

GRADUATION DATE \_\_\_\_\_

ADDRESS OF HIGH SCHOOL \_\_\_\_\_

I EXPECT TO ATTEND \_\_\_\_\_ COLLEGE OR SCHOOL

LOCATION \_\_\_\_\_

(Candidate's Signature)

This is to certify that the above named candidate is currently enrolled as a student at \_\_\_\_\_ and has or will be graduating in \_\_\_\_\_, 1986.

(Official's Signature and Position)

This is to certify that I am a member in good standing of Local Union 1245, IBEW, and the candidate, whose name is signed to this application is my \_\_\_\_\_, and graduated during the term ending \_\_\_\_\_, 1987.

(Parent's Signature and Card Number)

## Trade and Vocational School Grant

The purpose of these grants is to provide aid to the children of members to attain a trade or technical education.

- The grants will be as follows:  
\$500 per year, for up to two years for two candidates, as long as a passing grade is maintained, and a parent maintains membership in good standing in Local Union 1245.
- In order to be a candidate in this contest, you must be a son or daughter, natural, legally adopted, or a legal ward of a member of Local Union 1245. You must also be a high school student who has graduated or is graduating in 1987. A copy of your diploma or a letter from your high school stating that you will graduate in 1987 must be attached to your application. Additionally, a letter of recommendation from your vocational teacher, department head, or school principal must accompany the application.
- Applications may be secured by addressing the Recording Secretary of Local Union 1245, by calling the Union office, or by using the form printed below.
- The grant will be made only to a candidate who intends to enroll full time in any industrial, technical or trade school (other than correspondence schools) which is accredited by the National Association of Trade and Technical Schools or the Association of Independent Colleges and Schools.
- Applications must be mailed to IBEW Local Union 1245, P.O. Box 4790, Walnut Creek, CA 94596, by registered mail or certified mail only, and postmarked no later than Monday, April 6, 1987.
- Two names will be drawn by the Judge of the Competitive Scholarship Contest from those submitting applications. These two will be recipients of the grants.
- Checks will be paid directly to the school upon presentation of tuition bills to the Local Union.
- Presentation of awards will be made to recipients at the unit meeting nearest his/her residence following the drawing.

### APPLICATION FOR THE LOCAL 1245 TRADE & VOCATIONAL SCHOOL GRANT FOR MEMBERS' CHILDREN ENROLLING IN TECHNICAL, INDUSTRIAL, OR TRADE SCHOOLS

Sponsored by Local Union 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO

P.O. Box 4790  
Walnut Creek, CA 94596  
(415) 933-6060

#### CANDIDATE INFORMATION

CANDIDATE'S NAME \_\_\_\_\_ BIRTH DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

HIGH SCHOOL \_\_\_\_\_ GRADUATION DATE \_\_\_\_\_

ADDRESS OF HIGH SCHOOL \_\_\_\_\_

WHAT SCHOOL DO YOU EXPECT TO ATTEND? \_\_\_\_\_

WHERE IS IT LOCATED? \_\_\_\_\_

WHAT TRADE OR CRAFT WILL YOU BE STUDYING? \_\_\_\_\_

WHY THIS PARTICULAR SKILL? \_\_\_\_\_

CANDIDATE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

#### STATEMENT OF MEMBER/PARENT

NAME OF MEMBER/PARENT \_\_\_\_\_

EMPLOYER \_\_\_\_\_ LOCATION \_\_\_\_\_

I certify that I am a member in good standing of IBEW Local Union 1245, that the Candidate named above, \_\_\_\_\_ is my \_\_\_\_\_, and that the Candidate will graduate from high school during the term ending \_\_\_\_\_, 1987

Signature of Member/Parent \_\_\_\_\_ Union Card No. \_\_\_\_\_

This is to certify that the above named Candidate is currently enrolled as a student at \_\_\_\_\_ and has or will be graduating in \_\_\_\_\_, 1987.

Official's Signature and Position

# Company ends push to trade early retirement for bidding rights



Business Representative Sam Tamimi, left, met with Shop Stewards Bob Martin, Control Technician, Pittsburgh Power Plant, and Gary Surfus, Relief Control Operator, Contra Costa Power Plant, to brief them on the most up-to-date information during VRI negotiations. All business representatives with affected departments were in contact with members during that time to keep a pulse on opinions of the Company's offer, and to squelch rumors.

From PAGE ONE

open to 136 employees of the General Office Clerical workforce. During the negotiations the Company extended the offer to the Steam Department, where 86 employees out of a total workforce of 1300 would have been eligible.

PG&E never offered the VRI to the entire bargaining unit. They contended that too many employees at the journeyman level and above would be lost if the plan were offered so widely. The eligible employees would have had to opt for the plan by the end of January, 1987.

The Union agreed that an early retirement program would be of benefit to its members. It made this point at each stage of negotiations with the Company. But the Union objected to the Company's push to sacrifice the bidding rights of remaining employees. The Union argued that it was unfair to force groups of employees to square off against each other as the Company did with this issue.

"At every opportunity we tried to get PG&E to agree to separate these two issues," IBEW Local 1245 Business Manager Jack McNally said. "We pointed out that there was no logical connection between them and that we were willing to subject the bidding provisions to future negotiations. But the Company refused to offer the VRI without strings attached."

Job bidding rights are long recognized as a key component of a union contract. With seniority rights they allow an employee to gain additional skills and responsibility. Improved salaries and be-

nefits often follow from such career development. Many of PG&E's managers themselves earned their current positions after years of hard service up through the ranks of the Company.

"The bidding system is the cornerstone of job advancement at the Company," McNally said.

The Union also recognizes the value of an early retirement plan. In a period of economic pressure, such a plan offers a painless means of reducing the size of a Company's workforce. Based on the latest actuarial reports available to the Union, the bargaining unit pension plan is funded at 111% of its value. The Company could, therefore, implement an early retirement plan with little cost, if any.

An early retirement plan offers those who do retire additional years of leisure and personal opportunity. It should also offer those younger workers who remain on the job a guarantee against layoffs.

But PG&E refuses to offer such a guarantee to its remaining workers. Instead, they tried to force the Union to sacrifice a key contractual right. Job advancement and job security are essential to a productive workplace. These will remain the Union's concern in future negotiations with the Company.

"The Union stands ready to continue discussions," McNally said. "We would like to implement an early retirement plan without sacrificing the rights of remaining employees and with minimal negative impact on the members of Local 1245."

## Early retirement/bidding rights trade-off chronology

**December 9, 1986** — Union received a proposal from PG&E to offer a Voluntary Retirement Incentive (VRI) to the General Office Clerical bargaining unit.

**December 10 and 16** — Union and Company met to bargain an agreement on the early retirement offer. The Union learned that the Company's offer required the Union to agree to a restriction on the bidding rights of General Office Clerical employees. Further, the early retirement offer would only be open until the end of January, 1987. The Union agreed to the VRI proposal but not to the restriction on bidding rights. The Company insisted that the two proposals be linked together. After the December 16 meeting the Union thought the issue was closed. The Union issued a leaflet to General Office employees entitled "Union Rejects Limit on General Office Bidding," which described the negotiating process.

**Christmas Week** — The Company contacted the Union requesting a meeting to discuss the early retirement offer once again.

**January 6, 1987** — The Union and Company sat down to discuss the early retirement offer. The Company repeated their previous offer. However, they now extended the proposal to cover the Steam Department.

As in General Office, the Company wanted restrictions on bidding for employees in Steam as well. After three hours of discussions, the parties were still unable to agree on the bidding restriction. The Union, however, wanted to review the proposal and said they would contact the Company. Telephone negotiations between the Union and Company representative I.W. Bonbright later that week were unsuccessful. The Union told the Company they would get back to the Company the following Monday after a review of the proposal with General Office Shop Stewards took place on Saturday, January 10.

**January 10** — Union staff and officers met with General Office Shop Stewards. Opinion was overwhelmingly opposed to a trade-off of bidding rights for the early retirement window.

**January 13** — The Union submitted a written proposal to the Company proposing the VRI and stating that the Union would be willing to enter into negotiations on Titles 205 and 18 of the respective physical and clerical contracts (the provisions covering bidding rights).

**January 14** — The Company responded verbally that it did not think it was worth pursuing negotiations any further.

HOWARD STIEFER, President

**IBEW LOCAL UNION 1245**  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
P.O. Box 4790, Walnut Creek, CA 94596 (3063 Citrus Circle) • (415) 933-6060

January 13, 1987

Mr. I. W. Bonbright  
Manager of Industrial Relations  
Pacific Gas and Electric Company  
245 Market Street, Room 444  
San Francisco, CA 94101

Dear Mr. Bonbright:

This is in response to our discussions over the application of Voluntary Retirement Incentive offered to certain members of the bargaining units as a result of Company's anticipation of layoffs.

The Union proposes the following:

1. Offer Voluntary Retirement Incentive (VRI) to bargaining unit General Office clerical employees and to Steam Department bargaining unit employees;
2. In return, Union agrees to enter into negotiations on Titles 205 and 18 of the respective physical and clerical agreements.

Very truly yours,  
*Jack McNally*  
Jack McNally  
Business Manager

JM/fz

**Union's proposal**