Union negotiators square off against Sierra Pacific

When Sierra Pacific Power Co. trumpets "flexibility" and "efficiency" as corporate goals, company employees don't mind. They just don't think those goals should be pursued at the expense of the workers.

As general negotiations between the Reno-based utility and Local 1245 swung into high gear last month, it quickly became clear that the company intends to ask its employees to make sacrifices, including changes in medical benefits and a wide range of work practices. Union negotiators made it just as clear that workers won't be bullied into giving up hard-won benefits in the name of "efficiency" or any other corporate buzz-word that happens to be in vogue this year.

This is not, of course, the first time that Sierra Pacific employees have heard the "flexibility" song and dance. The Nevada utility has already tried to cut costs on a number of fronts. Most everyone see PAGE EIGHT

COMMERCIAL DRIVERS LICENSE

PG&E, Local 1245 clarify letter agreement

Responding to a number of misunderstandings that had arisen, Local 1245 and the Pacific Gas and Electric Co. on Jan. 30 agreed to a clarification of the Commercial Drivers License Agreement (CDLA). A primary concern of both parties was to make sure that employees understand that they must have a prebid on file for both CDLA-designated and non-CDLA-designated classifications if they want to be considered for vacancies in both of those positions. The only exception is that employees who have a commercial drivers license do not need to prebid a CDLA-designated position in their current classification at their current headquarters.

Prior to the recent clarification, some employees were not aware they needed to prebid to CDLA-designated jobs because the original agreement contained no special system for posting those jobs. Prebid codes, however, were established for CDLA-designated positions at the time those positions were first established at a headquarters and filled by the voluntary procedure. During the week of February 18, 1991, a list of all CDLA classifications and prebid codes for positions established before the original implementation of the CDLA and Jan. 31, 1991, was posted at all headquarters in the PG&E system.

The creation of so-called CDLA-designated jobs became necessary with the enactment of the California

CALANDER

March 9
Coast and Coast Valleys Shop Stewards Conference Monterey

April 13
PG&E Regional Steward Training Conference Fresno

April 18
Colgate Pin Dinner Yuba City

April 19
Drum Pin Dinner Weimar

1941 - 1991

Celebrating 50 years of union

See Pages 6-7
Workers here and abroad

Rolling the union on...

Scabs out: After nearly 10 months on strike, members of two Hotel Employees and Restaurant Employees locals signed a contract with Union's Horseshoe Casino in Las Vegas that allows all the strikers to return to work with increased wages and benefits. The scabs who had replaced the striking union workers have now found themselves replaced.

Pageant picket?: The Miss USA pageant has been sued for $18 million by its reigning Miss, who charges that pageant organizers never produced a contract spelling out the specific obligations and compensation for her yearlong reign. She says she worked seven days a week with no overtime or holiday pay. Her sentiments were echoed by other former pageant winners. Could it be that future winners will take their victory walks carrying signs bearing the logo of the International Union of Beauty Queens while Bert Parks sings "Union Maid"?

Let us explain: The Manville Trust, set up to compensate asbestos victims as part of the bankruptcy settlement at Manville Corp., is almost out of money, with tens of thousands of victims yet to be paid, according to Labor Notes. It's a potentially embarrassing situation, so the Trust has spent some of what it has left to hire a public relations firm.

South African strike: A four-month old strike by members of the National Union of Farmworkers at the Zebedelia Estate citrus farm in South Africa ended on Dec. 9 with an agreement. Workers won an immediate interim wage increase and end-of-year bonuses, improved living conditions in hostels, and a commitment from management that wage and union recognition negotiations would begin in 1991. The union agreed to call for the lifting of a boycott of the farm's produce.

Serious business: Unions conducted a national strike on Nov. 14 in Colombia, South America, to protest recent labor law "reforms," which permit employers to dismiss workers at will. The unions were also protesting the government's application of new economic policies that encourage "privatization" and a rise in prices without accompanying wage increases. Labor protest is serious business. More than 2500 workers and peasants were assassinated in 1988-89, including 200 union activists in the first six months of 1989, according to the International Confederation of Free Trade Unions.

Boost in benefits: As a result of legislation sponsored by the California Labor Federation, injured workers began enjoying an increase in benefits as of Jan. 1. The maximum weekly temporary disability benefit under Workers Compensation increased from $266 to $336. The maximum weekly permanent partial disability benefit for workers with disabilities rated at 25 percent or more increased from $140 to $148. The maximum weekly State Disability Insurance benefit for those suffering non-work-related injuries or illnesses increased from $266 to $336.

Bye-bye: Yet more ways that American businesses have found for saying "You're fired" (in addition to let go, replaced, idled, axed and canned): Skill mix adjustments, and redundancy. And then of course there's always the career change opportunity. But for workers, one phrase pretty much sums up the situation as Bush leads the nation into recession: No paycheck.

Jobless rate up: Over 450,000 jobless workers are now filing claims for unemployment insurance each week in the U.S. Some economists are predicting that the figure will soon hit 500,000 a week, which would be an annual rate of 26 million jobless workers seeking assistance.

Correction on shift premiums

The February issue of Utility Reporter carried inaccurate information on Pacific Gas & Electric Co. 1991 Shift Premiums. The figures for the Remote Reporting Expense Allowance should have been listed as for the year 1991, not 1990. Those figures, under Section 202.21(c) of the Physical Contract, are as follows:

- Less than 15 miles: $11.25
- 15 miles or more: $16.00
Cooperation needed on PG&E survey

Local 1245 encourages union members to participate in this year’s Survey Guided Development at Pacific Gas & Electric. Every two years, PG&E surveys its members on a wide variety of topics to help guide the company’s future policy choices. The company shares the results of these surveys with Local 1245, which means the union and the company will have a common base of information in assessing future developments and needs.

The world changes fast. Members at PG&E can help their company and their union adapt to change by participating in the survey.

Union workers get higher pay, better benefits

Comparison of all workers and blue collar workers, March 1990

<table>
<thead>
<tr>
<th></th>
<th>Union</th>
<th>Non-union</th>
<th>Union</th>
<th>Non-union</th>
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</thead>
<tbody>
<tr>
<td>Wages</td>
<td>$18.78</td>
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</tr>
<tr>
<td>Benefits</td>
<td>$12.47</td>
<td>$10.52</td>
<td>$12.12</td>
<td>$8.75</td>
</tr>
<tr>
<td>All workers</td>
<td>$8.31</td>
<td>$3.70</td>
<td>$7.11</td>
<td>$3.37</td>
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</table>

Why Stick with the Union?

Women workers are expanding into all areas and classifications of our union’s membership.

On February 23-24, Local 1245 held a forum for women members of Local 1245. Over 125 women members devoted a day-and-a-half to discussing and learning about women’s issues and the union. In attendance were women from Pacific Gas & Electric, Sierra Pacific, Pacific Gas Transmission, Citizens Utilities, public agencies, tree trimmers, and Outside Line Construction.

It was a good cross section of our 3,000-plus women membership.

Resources from the State Attorney General’s office, the US Department of Labor, UC Berkeley Labor Center, our International Union, and our own members, were utilized to provide information on worker issues and on our union with the hope of stimulating more of our women members to take an interest and be active in our union.

One of our union’s major needs, as I told conference participants, is to organize our own members.

Many of our members take for granted the wages, benefits, and working conditions they receive. They think the benefits have always been there and that the company grants them out of the goodness of its heart. They are encouraged to think this way by the employers, who try to take credit for the benefits they fought so hard at the bargaining table to deny our members.

In reality the union had to fight to achieve the working conditions we currently have. The goal has been to develop a working agreement to curb or control abuses by the employers and to provide rights and dignity on the job, and  

at the same time improve our members’ standard of living through improvements in wages and benefits. It’s the Union that insures that the employer cannot just arbitrarily take away the benefits and protections that have been negotiated.

It’s the Union that insures our members of their rights and dignity on the job.

If it were not for the Union—particularly in recent years with the thrust toward corporate “reorganizing” and market-driven policies, we would have been hit with take-aways in wages, benefits and working conditions.

With the Union, our members have steadily made gains. But our struggle goes on. We are in a time when organized labor has been declining, and some have predicted we will continue to decline as the year 2000 approaches.

We have had over ten years at the federal level and over eight years at the state level of conservative administrations which have not in any way been a friend of labor or working people. The National Labor Relations Act, the Fair Labor Standards Act, the Equal Employment Opportunity Act, and the Occupational Health and Safety Act, to name the big ones, along with many other laws

see PAGE THIRTEEN

March 1991 Utility Reporter 3
Wages, retirement benefits increased

Local 1245 members working at Modesto Irrigation District ratified a new three-year Memorandum of Understanding that provides for a 4.5 percent wage increase retroactive to Dec. 1, 1990.

The agreement, ratified Jan. 11, also provides a Cost of Living Adjustment (COLA) in the second and third years, with a wage re-opener if the CPI hits 9 percent.

Significant increases in retirement benefits were also won at the bargaining table. Full retirement is now available to workers at age 62 instead of age 65. There was also an increase in the percentage benefit for early retirement.

The agreement runs to Nov. 30, 1993.

South San Joaquin Irrigation District

MOU produces wage gains

A new Memorandum of Understanding provides Local 1245 members working at South San Joaquin Irrigation District with a 4.2 percent general wage increase effective Jan. 1, 1991.

The MOU, ratified Jan. 22, provides for a wage re-opener in the second year.

The negotiations produced an additional floating holiday for bargaining unit members. The District's contribution toward health insurance was hiked from $250 to $350.

According to Local 1245 Business Rep. Gary Mai, the three-year agreement provides for advisory arbitration of grievances involving suspension or termination.

Serving on the bargaining team for Local 1245, along with Mai, were James Schaad, Sam Bologna, Keith Dalley and Robert Geer.
**Drunk commercial drivers could jeopardize their jobs**

Drunk drivers will lose license under new California law

California has enacted tough new regulations on drunk driving that will cause many drivers—including those who drive as part of their job—to lose their license. The California law requires the Department of Motor Vehicles to suspend or revoke the driving privilege of persons who are driving with a blood alcohol concentration (BAC) of .08 percent or more, or who refuse to take the chemical test. The suspension or revocation is above and beyond any criminal penalty levied in court for the offense of "driving under the influence."

First-time offenders who show a BAC of .08 percent or more will have their license suspended for four months. Those with one or more prior offenses will have their license suspended for one year. Penalties are even more severe for those who refuse to take a chemical test for BAC. First-time offenders will have their license suspended for one year. A second offense in seven years will cause the offender's license to be revoked for two years. Three or more offenses in seven years will cause a license revocation of three years.

**Suspension/revocation**

Penalties vary somewhat for those with a commercial drivers license. Commercial drivers who were not operating a commercial vehicle at the time of arrest, and who have not had a prior DUI in seven years, will have their driving privilege suspended for 30 days. Following the suspension, the offender's license will be restricted for five months. The restriction permits driving to and from employment and during the course and scope of employment only.

Commercial drivers who were not operating a commercial vehicle at the time of arrest may enroll in the first offender alcohol treatment program provided for non-commercial drivers. However, completion of the program will not result in a reduction of the five months restriction, while failure to complete the program will result in an extension of the five months' restriction.

Commercial drivers who were operating a commercial vehicle at the time of arrest will have their driving privilege suspended. If otherwise eligible, the DMV will issue the offender a Class C non-commercial license restricted to alcohol treatment only. However, this restricted license will not permit any other driving, whether occupational or personal.

The suspension or revocation process begins when an officer hands the driver an order of suspension or revocation. The suspension or revocation becomes effective 45 days from the arrest date. The officer picks up the driver's license and sends it to DMV and the driver is given a temporary license.

**Right to hearing**

If a driver requests a hearing within 10 days of receiving a suspension/revocation order, a hearing will be held by the DMV within 45 days of the date of arrest. A driver may request a hearing up to 45 days after the date of arrest, but will not get a decision by the time of the suspension.

After the hearing, the offender may request a court review within 30 days.

Under the new law, a person's need for a driver's license does not affect the outcome of the DMV hearing. The only issues that will be discussed at the hearing, assuming the offender took the blood-alcohol test, are:

1. Did the officer have reasonable cause to believe the driver had been driving a motor vehicle in violation of the vehicle code?
2. Was the driver placed under lawful arrest?
3. Was the driver driving or in actual physical control of a motor vehicle when the driver had .05 percent or more by weight of alcohol in his or her blood?

If the offender refused to complete a chemical test, the only issues that can be discussed at the hearing are:

1. Did the officer have reasonable cause to believe that the driver had been driving a motor vehicle in violation of the vehicle code?
2. Was the driver placed under lawful arrest?
3. Was the driver driving or in actual physical control of a motor vehicle when the driver had .08 percent or more by weight of alcohol in his or her blood?

Once the offender has been convicted of DUI, his or her driver's license suspension will be revoked and the offender will lose it for three years. Revocation becomes effective 45 days after the date of arrest, but will not get a decision by the time of the suspension.

**New .08% DUI Charts**

(Drinking Under 21 Years of Age is Illegal)

There is no safe way to drive after drinking. Even one drink can make you an unsafe driver. Drinking affects your Blood Alcohol Concentration (BAC). Starting in 1990, it is illegal to drive with a BAC of .08%. Even a BAC below .08% does not mean that it is safe or legal to drive. The charts show the BAC zones for various numbers of drinks and time periods. HOW TO USE THE CHARTS: Find the chart that includes your weight. Look at the total number of drinks you have had and compare that to the time shown. You can quickly tell if you are at risk of being arrested. If your BAC level is in the gray zone, your chances of having an accident are 5 times higher than if you had no drinks, and 25 times higher if your BAC level falls into the black concentration.

REMEMBER: "One drink" is a 12-ounce beer, or a 4-ounce glass of wine, or a 1-1/4 ounce shot of 80-proof liquor (even if it's mixed with non-alcoholic drinks). If you have larger or stronger drinks, or drink on an empty stomach, you can be unsafe with fewer drinks. Also you can be unsafe with fewer drinks if you are tired, sick, upset, or have taken medicines or drugs. NOTE: These charts are intended to be guides, not legal evidence of the actual blood alcohol concentration. Although it is possible for anyone to exceed the designated limits, the charts have been constructed so that fewer than 5 persons in 100 will exceed these limits when drinking the stated amounts on an empty stomach. Actual values can vary by bodytype and other factors.

<table>
<thead>
<tr>
<th>BAC Zones: 90 to 109 lbs</th>
<th>110 to 129 lbs</th>
<th>130 to 149 lbs</th>
<th>150 to 169 lbs</th>
<th>170 to 189 lbs</th>
<th>190 to 209 lbs</th>
<th>210 lbs &amp; up</th>
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<tbody>
<tr>
<td>Time from 1st drink</td>
<td>Total Drinks</td>
<td>Total Drinks</td>
<td>Total Drinks</td>
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<td>Total Drinks</td>
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<td>1 hr</td>
<td>1 2 3 4 5 6 7 8</td>
<td>1 2 3 4 5 6 7 8</td>
<td>1 2 3 4 5 6 7 8</td>
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Shadings in the charts above mean:
- (.01%-.04%) May be DUI
- (.05%-.07%) Likely DUI; Definitely DUI if under 18 yrs. old
- (.08% & up) Definitely DUI

March 1991    Utility Reporter    5
During the 1940s, two unions competed fiercely to organize workers at Pacific Gas and Electric: the International Brotherhood of Electrical Workers (IBEW), affiliated with the American Federation of Labor (AFL), and the Utility Workers Union of America (UWUA), affiliated with the Congress of Industrial Organizations (CIO). The stakes were high: If either union drive could succeed in organizing a single union on the entire company, workers would gain tremendous bargaining power. PG&E employees in the San Francisco Bay Area had great success in organizing for the Utility Workers-CIO. However, by 1946 these local organizers began to lose confidence in the national leadership of the Utility Workers, especially because of their "red-baiting" tactics. A mass defection was in the making, as recounted in this Utility Reporter interview with Ron Weakley, part of a continuing series on the history of Local 1245.

There was a lot of red-baiting (accusing people of being communist) for personal gain. These red-baiters created enemies as a tactic for getting control of a union... And they eventually got rid of our people. They fired the regional director and the national representatives out here. We were loyal to those people and we resented that. So the makings of a defection began about that time. In the meantime we were certain that we would sooner or later become part of the four Bay Area divisions of and central storage at PG&E, and established the first contracts. Local 1245, meanwhile, was active in the outlying areas, struggling to become dominant. In 1948, [IBEW International Secretary] Scott Milne could see that the Local 1245 people weren't going to be able to organize the whole company without the agreement of our UWUA group. We had some 5,000 or so members and I was one of the nominal leaders.

UR: Taking 5,000 people out of one union and leading them into a rival union is a pretty major undertaking. How did it happen? Did IBEW's International President contact you initially?

RW: No, I made the approach through my Dad. My Dad was a member at that time of IBEW Local 595 in Oakland, and the business manager in Oakland was a good friend of his. I went with Don Hardie, one of our charter members, and we explained our situation. We said if we could get an honorable arrangement we would consider going with the IBEW, but we had to have
some conditions. He bought the idea. He was a very progressive man, and smart. He knew the IBEW couldn't just put us in Local 1245, which we had been competing with. So the IBEW created another local, Local 1234, with the idea that maybe later on they could be merged. In the meantime, the UWUA wanted to maintain control and get rid of us. They still had some adherents and they still held the bargaining rights, but they weren't effective because a majority of the people in those units were now opposed to them. It was just a matter of time before they lost power.

UR: Compared to the AF of L, the CIO in the 1930s had an image of being a more progressive and more daring collection of individuals. Yet, by the end of World War II or thereabouts, it sounds like the CIO group you were involved with wasn't very aggressive at all, what with all the red-baiting.

RW: Like I say, red-baiting gave an opportunity for these charlatans to get control of some of the unions. It happened in the Steel Workers, the Auto Workers, the Utility Workers; the founders were all pretty much cast out because they were "radicals." That allowed the flag-waving anti-communist types to take over. That, in essence, destroyed a lot of the base of the CIO.

UR: Were you ever on the staff of the UWUA?

RW: No, I was working for PG&E up until I went to work for the IBEW. But at one point during all this the UWUA offered me a job as a national representative so they could hire me and cut my head off! (Laughs) I knew what they were up to.

UR: You once had an encounter with CIO leader Phil Murray didn't you?

RW: Yes. That's when I was a fiery young delegate to a convention in Buffalo, New York. We said in order to establish our union we had to take on the industry. And we suggested that maybe on January 1st we shut down the whole country. Murray patiently tried to answer my demands for more militancy and more power from the CIO—take on PG&E and the other utilities—by telling me the following story about militancy with poor weapons. It seems there were a couple of Irishmen working in a coal yard. They didn't have too good conditions as to wages and one of them was an agitator and the other got carried away and they talked themselves into forming a two-man union. One guy was the agitator and he talked the other guy into becoming a union leader. So one day after quitting time the agent, the leader, marches up to the boss's door and bangs on it and the boss roared, "Come in!" The agent strode in and faced the boss, and the boss said with a mean face and a loud voice, "What the hell do you want?" The agent stomped in to it.

Next month...

A special expanded 50th Anniversary Edition of the Utility Reporter will tell the story of the final victory in the struggle to organize Pacific Gas & Electric. Features will include the next installment in the Ron Weakley interview, conversations with other founding members of Local 1245, old photographs of the workers of that era, and more!
Union negotiators square off against Sierra Pacific

“Keep talking to us about flexibility, productivity, response time to customers. We'd like to see the company bring the same humane attitude to the employees--just treat us half as good as they do the customer.”

-Zenobia Foster

But when you reach saturation and they still say 'work smarter, not harder,' that's just stupidity talking.”

As an example, Vanderbundt points to company efforts to work jobs in remote areas with three-man crews. “When you have 60-90 miles travel time, you're talking an hour to an hour-and-a-half each way. If you find out you've got to have a fourth man, you have to wait around 60 to 90 minutes for that fourth man. How can you outsmart distance? The only way to work smarter,” Vanderbundt suggests, would be “to find a guy who can drive 200 miles per hour.”

But attempting to get by with smaller crews is only the tip of the iceberg. Other company efforts to achieve "flexibility" are popping up at the bargaining table.

Overtime pay

According to union negotiator Zenobia Foster, the company is advancing a proposal to institute split shifts in order to keep customer offices open on Saturdays. Under such a proposal, Foster says, workers could find that their 40-hour week includes working on Saturdays without overtime pay. With that proposal the company is asking employees to give up basic standards that unionists fought generations to achieve. And for employees with children, split shifts could mean higher childcare costs as well.

“We have a lot of single women, women with families,” notes Foster, a Sierra Pacific bill collector and 16-year union member. “Clerks wages are lower and this would have a big impact on them.”

Family issues

Union workers believe it is high time the company showed more sensitivity to family issues.

For example, union negotiators are advancing a proposal for "family sick leave", which would allow workers to use some of their sick leave to stay home when one of their children is ill. In the past, the company has not shown much interest in that concept.

“It's an old way of thinking: the wife's at home taking care of the children,” says Valerie Wiens, who represents clerical workers on the negotiating team. But in fact millions of America's mothers, like Wiens, work outside the home, making the "old ways" of dealing with family problems impossible.

“Once you remember times when my daughter had ear infections once a month and I'd be off work a week at a time,” notes Foster. "That really hurts the paycheck. With all the women in the workforce now, it has to be addressed."

And one of the union's goals is to make sure the problem is addressed.

“All these changes are coming to the bargaining table," says Wiens. "They have to."
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Shift workers

Union negotiator Keith Smith is concerned about how Sierra Pacific’s push for "efficiency" will affect shift workers. Smith, an emergency relief operator at the Fort Churchill Power Plant, near Yerington, Nev., gets suspicious when the company begins talking about reducing "non-productive time." For shift workers, that could translate into even greater hardships than shift workers already face.

As things stand now, holidays don’t exist for shift workers. Smith, for example, has had only two Christmas days off during the past 11 years. In return for this considerable sacrifice, a shift worker can choose to draw overtime pay of nearly 2 1/2 times normal pay, or take time-and-a-half plus a day off. It may not be Christmas, but at least it’s a day off.

A company proposal now on the bargaining table would take away the shift worker’s option to take a day off in exchange for working a holiday.

While that may not seem terribly important to someone who has never done shift work, to the shift worker it means one less opportunity to get an occasional day off on weekends.

"Things happen"

"Things happen on weekends," says Smith. "You miss out on that stuff. There have been a lot of football games I missed out on. You can’t spend time with friends. People hunt on weekends, there are softball tournaments on weekends," says Smith, an avid softball player.

"It never fails," he declares. "I’m always working.

Even company functions like dances and picnics fall on weekends. If it doesn’t land on one of the rare weekends a shift worker has off, Smith observes, "you’re messed up."

"All that money doesn’t mean a whole lot if you have time to go enjoy it."

Another union concern is the current dropout rate of the company’s apprentice program. He believes shifts and shifts in training are needed "on the daily routine, apprentices need to know how to help the crew.”

Unfortunately, Aramini says, apprentices are having trouble keeping up with their studies. "With the work load we have, they can’t afford to take the people off the line to train them."

The result is a high turnover rate, which Aramini calls "a waste of time, money.”

As important as these issues are, one issue appears to stand out above all the others in the minds of most workers: health benefits.

Benefits ‘most important’

"The most important part of the contract are the benefits,” says Johnson, a heavy crewman who is serving on the union’s negotiating team for the seventh time. "Just a few more extra sick days for every person I’ve talked to. It’s just concerning the benefits that are going to be eroded.

Virtually everyone on the negotiating team agrees with Johnson’s assessment.

"It’s clear if we have a contract it’s going to cost us a significant change in the way we see health-care—they’ve come right out and said that,” says Vandy bundt.

A major part of the union’s concerns is the cost of health care, which Smith believes, is driving up the price of health care in Nevada.

"I think the cost of health care is higher in Nevada than in many other states,” perhaps due to the influx of retirees from California. With hundreds of services only partly covered by Medicare, health care providers are searching for ways to recoup their costs. Smith believes, that the remaining financial burden of rapidly rising health costs is likely to be passed on to employees.

Ken Lutzow, a welder at Valmy P
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Benefits ‘most important’

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the seventh time. “Just about every person I’ve talked to is concerned the benefits are going to be eroded.”

Virtually everyone on the negotiating team agrees with Johnson’s assessment.

“It’s clear if we have a new contract it’s going to contain 

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A major part of the prob-

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bursed by Medicare and Medicaide, health care pro-

viders are searching for other ways to recoup their costs, Smith believes, including passing along higher costs to corporate health plans.

Sierra Pacific, in turn, 

“wants to lock in, or put a cap on, the amount of money they have to pay.” Which means that the remaining financial burden of rapidly rising costs is likely to be passed on to employees.

Ken Lutzow, a weld-
mechanic at Valmy Power 

Plant, believes that those rising costs hurt employees in out-lying areas the most because they have the addi-
tional burden of having to travel for medical services.

“In the districts you don’t have the medical facilities that you do in the cities,” Lutzow notes.

Obviously the union is not likely to have all of its concerns addressed at the bar-

gaining table, especially with the company sounding the drumbeat of “efficiency” and 

“customer service.”

But the negotiating team appears determined to make sure that the needs of work-
ers are not lost in all the noise.

“They keep talking to us about flexibility, productivity, response time to customers,” says Foster. “We’d like to see the company bring the same humane attitude to the employees-just treat us half as good as they do the cus-
tomer.”
Lassen MUD agreement

A new agreement between Local 1245 and the Lassen Municipal Utility District preserves fully-paid medical benefits and provides a 9 percent wage increase over three years.

The pact contains several provisions that previously had been only verbal understandings, according to Local 1245 Business Rep. Mickey Harrington. Provisions on seniority, medical rights upon retirement, and employee rights while on long-term disability are included.

The union successfully defended the eight-hour workday and double-time for all overtime. Standby pay is increased to $300 under the agreement.

The wage increases take effect in three percent instalments on the first of each year in 1991, 1992, and 1993.

The agreement covers about two dozen employees for Lassen MUD in California, including servicemen, subforemen, line men, warehouse workers, and clerical.

Research sponsored by EPRI
New study links leukemia with EMF exposure

Children who live near neighborhood power lines are two-and-a-half times more likely to suffer leukemia according to a study made public last month.

The results of the study, conducted by University of Southern California epidemiologist Dr. John Peters and sponsored by the Electric Power Research Institute (EPRI), are consistent with earlier studies conducted by epidemiologists in Colorado.

Joist utility reporter, December 1990, and January and February 1991. The USC study examined 434 Los Angeles County children age 10 and younger, half diagnosed with leukemia and half used as a control group.

Dr. David Carpenter, dean of public health at the State University of New York in Albany, told the Los Angeles Times that the study will "raise general national concern about the role of electric and magnetic fields in causing cancer."

Data for the study was gathered by interviewing the children's parents, taking spot measurements for EMF levels inside and outside the subjects' homes, and assessing the proximity of the children's homes to electric power lines.

In addition to the link between power lines and leukemia, the study found that frequent use of hair dryers and black-and-white televisions increased leukemia risk.

A link was also established with indoor pesticide use and the father's use of spray paint in connection with work when the mother was pregnant.

A joint study group formed early last year by Local 1245 and Pacific Gas & Electric is monitoring EMF research developments.

Units call for blood donors

Local 1245 units in Salinas and Redding, Ca., have asked for assistance in finding blood donors for two persons in urgent need of help.

Salinas

Members of Unit 1211 in Salinas have asked fellow union members to donate blood to one of their co-workers, Roger Haslam.

Haslam, recently diagnosed with leukemia, needs blood platelets which are "generic." His blood type is A-positive.

Members who are able to assist Haslam should contact Janet Marz at PTT #4085 785-3485 or Co. 864-3485. Haslam's address is currently the UCSF Medical Center, 505 Parrasus Ave., L-11 Room 1105, San Francisco, CA 94143-0290.

Unit 1211 noted that although Haslam is a member of a different union "during times of illness, there are no union boundaries."

Redding

Unit 4419, Redding Pac Tree, is calling for blood donations to help Luke Aaron Scruggs, the five-year-old son of former member Carrie Scruggs. Carrie, Luke, and a second son are currently staying with Local 1245 member Debra Wacker and are experiencing considerable financial hardship.

Luke has been diagnosed with an extremely rare form of cancer and is receiving radiation therapy and chemotherapy at the University of California at Davis.

Luke needs blood donations (A-positive) and the family could use financial contributions as well.

Anyone interested in helping out should contact Debra Wacker at (916) 275-5089.

Advisory Council honors Donald Custer

Raised as a dedicated union man, Donald Custer was honored at the February meeting of the Local 1245 Advisory Council with a plaque commemorating his long years of service.

Custer, who served Local 1245 as a shop steward, grievance committee member and business representative, became a member of IBEW in 1953 in Oakland. He transferred into Local 1245 in 1984 and worked as a communications technician for Pacific Gas & Electric in Stockton.

Custer said he became involved in the union because it was "the only voice a working man had."

"When I first started, that's where our safety was," he said, noting that today "every division has a safety committee and walk-around inspections."

In addition to bringing new levels of safety to the workplace, the union also made it possible for PG&E workers to enjoy a fully-paid health plan and retirement plan.

"These are the things that came out of Local 1245," Custer told the Utility Reporter.

Achievements, it could be added, that were made possible by the long struggles of dedicated union activists like Don Custer.

Don Custer, joined by Mrs. Custer and their son, Ed, displays the plaque awarded to him at the February Advisory Council meeting. (Photo: Gary Hughes)
FOURTEENTH ANNUAL SLOW PITCH SOFTBALL TOURNAMENT

IBEW LOCAL UNION 1245

Saturday, May 18 & Sunday, May 19, 1991
Willow Pass Park, Concord, California

4 Divisions
Men's "C"
Men's "D"
35 & Older
Women's

Family Members Eligible!

Individual Trophies for the 1st Place Teams

Team Trophies for 1st, 2nd, & 3rd in all Divisions

Winner of "C" & "D" Divisions to Advance to State Industrial Championship

$150 Entry Fee Due No Later Than May 3

For More Information, Contact:
Ed Caruso
(415) 933-6060

USSA Umpires Provided
Commercial Drivers license agreement clarified

Commercial Motor Vehicle Safety Program, which significantly increased the kinds of vehicles requiring a commercial drivers license for operation. Many PG&E vehicles that previously did not require the operator to have a commercial license required such a license under the new program.

As a result, employees who were in job classifications that did not carry a commercial drivers license requirement suddenly found that such a license was necessary in order to continue operating the vehicles they had been operating all along.

The union maintained that the new requirement entailed new responsibilities, and thus that employees holding a commercial drivers license should receive additional compensation.

Letter Agreement 90-113, agreed to in June of last year, laid out a procedure for filling CDLA-designated jobs on a voluntary basis and for compensating those who come to hold them.

According to the provisions of this agreement, at each headquarters where the CDLA applies, the company had to determine the number of vehicles requiring a commercial license for operation. That number was then multiplied by 125 percent to determine the number of positions to be offered to volunteers. Selection of volunteers for these CDLA-designated positions was to be by seniority, without regard to classification.

Because the Letter Agreement provided this mechanism for filling the CDLA-designated jobs, no system was established for posting them in the traditional manner. After implementation of the agreement, some CDLA-designated jobs became vacant in the normal course of employee turnover. If the company went to the prebid list and offered the jobs based on seniority it was at this point that misunderstandings began to arise. Employees who consulted the directory while renewing their prebids after the CDL Agreement went into effect had an opportunity to notice that CDLA-designated jobs now had separate prebid codes. But employees who had no reason to consult the directory might have remained unaware that CDLA-designated jobs had separate prebid codes, and thus failed to prebid those jobs. When the company needed to fill vacant CDLA-designated positions, it went to the prebid list, giving rise to the possibility that some employees with greater seniority may have been passed over because they were unaware that they were supposed to prebid specifically for CDLA-designated jobs.

CDLA pre-bid needed

The clarification of the Letter Agreement now makes it clear that employees must have a prebid on file for both CDLA-designated and non-CDLA-designated classifications if they want to be considered for vacancies in those positions. A separate list of CDLA designated positions has been posted; they have also been added to the Prebid Directory. The only exception, as stated above, is that employees do not need to prebid for a CDLA-designated position in their current classification at their current headquarters, assuming the employee has a commercial drivers license.

This, then, is how it works when a CDLA-designated position becomes vacant. First the company solicits volunteers from within the headquarters from all CDLA-designated classifications. If there are qualified volunteers, the senior qualified volunteer will be designated as a CDLA and the original vacancy will be filled through Title 205 as a non-CDLA position.

As an example, a headquarters may have a vacant Electric Crew Foreman-CDLA position. If the CDLA designated classifications in that headquarters are Electric Crew Foreman and Lineman, qualified volunteers from those two classifications will be solicited. If a Lineman is the senior qualified volunteer, the CDLA designation moves to that Lineman’s position and the Electric Crew Foreman vacancy is filled without the CDLA designation through Title 205.

If, in the scenario described above, there were no qualified volunteers from within the headquarters for the CDLA designation, the Crew Foreman vacancy would be filled through Title 205 as a non-CDLA position. If the 125 percent complement had not been met or if the senior prebidder is qualified and volunteers for the CDLA designation. If the headquarters is already above the 125 percent complement, however, the vacant position will be filled without regard to possession of a commercial drivers license.

Another subject addressed in the recent clarification has to do with the number of licenses that can be designated as CDLA positions. The original agreement stipulated that the number of positions at a headquarters must be equal to 125 percent of the number of vehicles requiring a CDL for operation. Some headquarters viewed this as a minimum, thus freeing management to require anyone seeking promotion or transfer into the designated positions to have a CDL. Under the terms established by the clarification, the 125 percent figure is the minimum number of positions to be filled. However, once this number of positions has been filled, employees seeking to bid to the headquarters under the provisions of Title 205 cannot be bypassed simply because they do not have a commercial drivers license. Where special circumstances exist, however, Local 1245 and PG&E may adjust this percentage on a headquarters-by-headquarters basis.

Some employees who have a commercial license will not immediately obtain CDLA-designated positions. However, these employees may use their CDLs in connection with overtime work or job sitting. When filling overtime positions in a situation where one crew member must have a CDL, the person with the fewest overtime hours gets called out, without regard to possession of a CDL. If that person happens to have a CDL, succeeding employees will be called without regard to CDL. However, when, for example, a three-man crew is to be called out, if neither of the first two persons called has a CDL, then the third person called must be one with a CDL. This same procedure will also be employed in conjunction with selecting volunteers for a remote reporting job under Section 202.21 of the Agreement.

This CDLA clarification will be made available to those who would like a copy. Check with your Shop Steward or Business Representative.
Did a young PG&E employee named Jack McNally really run home and complain to his mama about a "mean man" mistreating him on the job? That's only one of the tall tales Bob Cowger (above left) told at the expense of Business Manager Jack McNally during Cowger's recent retirement party. Cowger worked most recently out of Salinas, Ca., as a T & D driver for PG&E, but he was working out of Madera over 30 years ago when he signed up McNally, a helper on Cowger's crew, as a new union member. McNally (below right) gives his version of that historical encounter and relates a tall tale or two of his own.
Law provides job protections for reservists called to duty

Tens of thousands of Reservists and National Guard personnel now serve on active duty in the Persian Gulf War. Among them are many union members whose job and benefit rights are affected.

Employment and financial protection for Reservists comes from two laws, the Soldiers and Sailors Civil Relief Act of 1940, and the Vietnam Era Veterans Readjustment Assistance Act of 1974 (the VVRA).

The VVRA covers all public and private employers regardless of size. When employees report to active duty (whether their service is voluntary or involuntary), they must be treated at least like other employees taking a leave of absence. An employer must give the employee the same continued health and life insurance coverage it gives to employees who are on a leave of absence for any other reason.

Even if an employer provides no health coverage for employees on leave of absence, it must give departing Reservists or National Guard employees the right to elect COBRA continuation coverage. Under COBRA’s rules, employees called to active duty may buy up to 18 months of COBRA coverage and they will enjoy this right in addition to any military health coverage.

The VVRA does not require an employer to provide wage differential payments to make up for lower military pay, although some employers, like PG&E, are doing so.

Once released from active duty, an employee is entitled to reinstatement to any job other than a temporary position. The employer must reinstate the returning veteran who: (1) is released from active duty with a certificate of at least satisfactory service; and (2) notifies his or her employer of his or her intention to return to work within either 31 days of discharge if the period of active duty was 90 days or less, or 90 days of discharge if the period of active duty was longer than 90 days. If the returning veterans do not notify their employers that they have been released and are ready to return to work before the end of the 31-day or 90-day period, they may lose their rights under the VVRA.

Employers must reinstate employees to the positions they would be holding if they had not been called to active duty.
Reservists' rights...

From PAGE FOURTEEN
duty. The returned veteran is entitled to seniority credit for the period of absence. For traditional defined benefit pension plans, it is virtually certain that returning employees must receive credit for the period of absence for all purposes under the plan. As for vacations, returning veterans are typically eligible under the VRRA for credit for their military absence to qualify for a great number of vacation days.

Under the Soldiers and Sailors Civil Relief Act activated reservists are protected as follows:

1) They are protected against debits which the individual is paying back. Interest rates over 6 percent are reduced to 6 percent per year at the time the reservist enters active duty. This does not apply to transactions entered into after activation.

2) Leases may be terminated under the provisions of the Act. The reservist must provide written notice of termination after receiving orders for active duty. For month-to-month leases, termination is effective 30 days after the first date on which the next payment is due. Security deposits and prepaid rent must be returned upon termination.

3) Reservists who, prior to activation, enter into installment contracts (which require payment on an installment plan) are protected from the contract being rescinded or terminated if the individual's ability to pay has been materially affected by the activation.

4) Reservists are protected against foreclosures of mortgages, deeds of trust, and other security instruments provided that the obligation was entered into prior to activation, and that the ability to pay has been materially affected.

5) If the activation has materially affected the reservist's ability to pay taxes, they may be deferred up to six months after termination of military service with no penalty or interest charge on the taxes that were deferred. The IRS has ruled that medical insurance coverage paid for by an employer cannot be cut off for activated reservists or their dependents. Employers have the same obligations to workers and their families during activation as they would if a worker was laid off or quit. The reservist may obtain continued coverage from the employer by paying the premium.

6) Reservists are protected against several court procedures. They are protected against a default for non-appearance in court when a suit is filed against the individual or they can receive stays of court proceedings under the Act if they were unable to appear or participate in the proceedings as a direct result of activation.

In addition to rights provided under the two laws discussed above, reservists enjoy certain other rights.

Many reservists have been out of the military for many years and did not plan on fighting a war. Many may not be in either medical or financial shape to leave the country. There are several groups of reservists which can be called up on short notice. Selective reservists have been activated within 24 hours; ready reservists have been called up with 5 to 15 days notice.

Reservists have discharge and deferment rights similar to active military personnel.

1) Activated reservists who are physically unable to report for active duty can receive temporary deferments. This deferment includes temporary incarceration, hospitalization or other medical reasons.

2) Reservists can receive temporary hardship deferments. This can be shown if the activation would cause undue hardship on their dependents. Also if a reservist has four or more dependents and responsible for 50 percent of their support he or she can be discharged for this reason.

3) A medical problem that did not exist at the time of enlistment but has surfaced since enlistment can be a reason for a reservist not to be sent overseas. Upon entry to active duty the reservist would have to present medical evidence of a problem.

4) The law also provides that reservists can be discharged by successfully meeting the requirements for conscientious objector status. If you have any questions regarding your active duty requirements the numbers featured at right can be called.

State labor fed blasts Sprint endorsement

CALIFORNIA LABOR FEDERATION, AFL-CIO

JOHN F. HENNING
Executive Secretary-Treasurer

February 19, 1991

To: All Affiliates

Dear Sisters & Brothers:

Recently, the national Democratic Party sent a letter to Democrats, urging them to switch their long distance telephone service to U.S. Sprint. U.S. Sprint is a non-union company which the Communications Workers of America employees enjoy union contracts with AFL-CIO unions including Communications Workers and IBEW.

According to the letter from National Chairman Ron Brown, the Democratic Party has cut a deal with U.S. Sprint to kick back 5% of the long distance charges paid by every Democrat who signs up for the program.

In the same letter, Brown states that the Democratic Party is the "defender of working families."

It appears the Democratic Party has no shame at skimming its take off the profits of this corporation. We must vigorously protest this immoral alliance of the Democratic Party and a non-union corporation.

We urge you to notify all of your members that U.S. Sprint is non-union, and to urge your members not to switch their long-distance service.

Further, we urge your union to inform your Democratic Congress members, State Legislators and local party officials of your opposition to the national party's conspiracy with this non-union corporation.

Sincerely yours,

John F. Henning
Executive Secretary-Treasurer
An electric upgrade job at Sacramento's Sunrise Mall in Sacramento, originally estimated at 2137 man-hours, was recently completed in just 800 hours by a crew from the Sacramento Municipal Utility District. The crew was called in to rework the system after Mall operators decided they wanted to do some expanding. A history of cable failure in the 12,000-volt electrical system threatened to short-circuit the expansion plan unless the cable system's reliability could be improved.

"The upgrading of the system involved installing 51,000 feet of a covered 12,000-volt cable, installation of five switchgear units, and over 170 terminations at transformer and splice box locations," said Donald Hurdle, SMUD light foreman and Local 1245 shop steward. To save time, Hurdle suggested to SMUD supervisor Jack Dubois that the crew update the existing switchgear in the field. "We have an existing program where we take the switchgear out of the field and our garage mechanics upgrade the units to be put back into service," said Hurdle. But Dubois had confidence in the crew's ability to perform the maintenance in the field and agreed to Hurdle's suggestion. "This saved $35,000 in the cost of the new switchgear alone," said Hurdle. Working along with Hurdle on the project were Bernie Elkins, lineman, Phil Mays, lineman, Scott Sessums, apprentice, and alternate Tim Noud, lineman.

Although blocked roads caused some minor inconveniences to the customers of the Sunrise Mall, retailers were very cooperative, Hurdle said. "They felt that having a reliable system is critical to their business since retail sales are not real high anyway." Typical power outages ranged from one hour to many hours under the previous system.

"Our crew looked at this job as a welcomed challenge to use our skills to complete this job as efficiently as possible," said Hurdle. "It was also a lot of fun," he added.

Sunrise Mall now has a 12,000-volt system that should be trouble-free for many years to come.