

UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

DAMAGES AWARDED

Grievant Eric Avery reinstated in East Bay

By Tom Dalzell, Staff Counsel

On September 29, Arbitrator Adolph Koven issued his opinion and award in PG&E Arbitration Case No. 98 involving the 1981 discharge of customer service representative Eric Avery of Oakland. Arbitrator Koven upheld Local 1245's position and found that the company did not have just cause when it fired Avery.

Avery, a 10-year PG&E employee, was discharged in August of 1981 based on his cumulative disciplinary record (two one-day suspensions) and an incident on July 11, 1981, when the company claimed that Avery left the building (1919 Webster Street, Oakland) during a

company was left only with the charge that the grievant was guilty of "violation of a Company rule which other employees violated as well. This offense obviously does not merit discharge."

Avery, an 11-year member of IBEW Local 1245, returned to work at 1919 Webster Street on Monday, October 4 and was warmly welcomed by fellow union members. Gas Service Operators John Vincent and Jim Goodrich and Service Representative Jerry Burns all testified on Eric's behalf at the arbitration. Shop Steward Marie Kizsee and Business Representative Sam Tamimi were also instrumental in preparing the case.

In addition to reinstatement Avery was awarded \$19,500.00 in liquidated damages.



Photo: Carol Bedsole

Reinstated grievant, Eric Avery, back at work.

break without authorization, was late in returning to his desk after his break, and falsified an entry in the guard's log book in the lobby of the building.

Arbitrator Koven totally rejected the company's claims that Avery overstayed his rest period and falsified the entry in the log book, and noted that it was a common practice for swing shift employees to leave the building during their break in order to move their cars to parking spaces closer to the office which freed up as day shift workers went home.

As Koven concluded, the com-

Negotiations on-going

At press time the IBEW Local 1245 PG&E General Negotiating Committee had held 18 meetings with the Company. Reports indicate that progress is slow. Members are reminded to attend area Unit Meetings to be kept informed of latest information surrounding negotiations. See pages 10-11 in this issue for Title 300, General Construction proposals from PG&E.

UNION RESOLVES ISSUES

Settlements reached in GC grievances; awards could top \$410,000 mark

By Roger Stalcup, Assistant Business Manager

In this article Assistant Business Manager, Roger Stalcup outlines the details in a string of grievance settlements in General Construction that may net the members involved a share in awards totalling an estimated \$410,000.

On September 23, 1981 six PG&E members, employed as certified Welders in the Station Construction section of General Construction Department, were demoted to Helper for alleged incompetence and negligent work performance after welds they were responsible for failed either x-ray or visual inspection at Pittsburg Power Plant. On September 28, 1982, one of the six members resigned. On October 6, 1981, four of the remaining five members were discharged for their part in the same welding job.

Local 1245 Business Representative Joel Elliott filed a grievance on behalf of the six members, stating that they had been demoted and/or discharged without just cause. During the Local Investigating Committee investigation, one grievant failed to show up at several meetings and was eventually eliminated from the case. A second grievant, the member who was demoted but not discharged, retired on February 24, 1982.

During discussion of this case, the Company argued that the poor

welding was due to either negligence or incompetence and, thus justified discharge. The Union argued that none of the grievants had any previous disciplinary record for poor work performance or for any other reason; and that the poor welds were in part the result of lack

of proper tools and having had to work in an unusually difficult and inaccessible work area, and that the supervisor was aware of these conditions but nevertheless directed that the work continue.

After considerable discussion, See PAGE NINE

Light Crew Foreman crushed in fatality in Cupertino



Photo: Bob Thomson

IBEW Local 1245 Business Representative Bill Twohey, left, and Assistant Business Manager Ron Fitzsimmons, center, obtain details surrounding fatality of member David Hansen from co-worker Vince Revino, Gas T & D, Shop Steward, at accident site in Cupertino.

IBEW Local 1245 regrets to report the recent fatality of Brother David Hansen, a Light Crew Foreman in Cupertino.

Hansen, 32, a PG&E employee

See PAGE FOUR

IN MEMORIAM
DAVID HANSEN
November 26, 1949
October 7, 1982

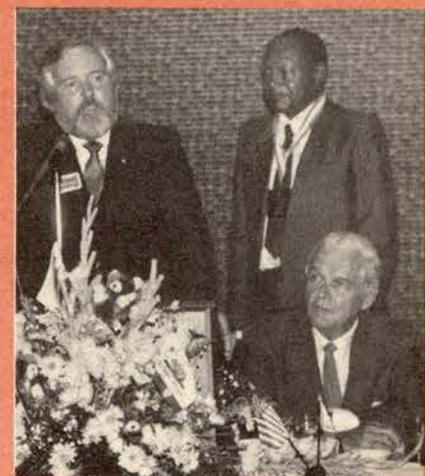


Photo: Jack Eshleman

"Get out and vote!"

Local 1245 members are urged to turn out in large numbers on election day to insure that the voice of Labor reaches the politicians throughout the western states, and in the halls of Congress.

Endorsements from the Local's Executive Board for candidates who are running for office in geographic areas that affect members in our jurisdiction were listed in last month's Utility Reporter.

Please make your vote count. Go to the polls on Tuesday, November 2, and exercise control in your future, and in the future of the country. Your vote can help turn the devastating tide of Reaganomics. For your sake, and the sake of workers throughout the country, SWAY THE COURSE!

IBEW Local 1245 Business Manager Jack McNally, at the podium, recently presented a \$5,000 donation from the Local's Political Donation Account Fund to Tom Bradley, for use in his campaign in the race for Governor of California. Bradley was a featured guest at an October Building and Construction Trades Council Appreciation dinner.



YOUR LEGAL RIGHTS

By Frank Brass, Neyhart, Anderson, Nussbaum, Reilly & Freitas, P.C.

THIRD IN A SERIES ON WORKERS' COMP

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WIPA

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Credit

Contributing writer:
Tom Dalzell, staff Counsel

Types of payment determinations outlined; time limit explained

The workers' compensation laws define disability as a physical or mental impairment which is caused by an industrial injury.

When the impairment is expected to be cured or improved by medical treatment, it is considered temporary.

The injured employee is entitled to temporary disability indemnity during the time he or she is healing from the effects of an industrial injury and is not able to work.

The payments continue until the employee is released to return to work or the condition reaches maximum improvement.

The weekly payment of temporary disability indemnity is normally based on two-thirds of the gross wage. For injuries occurring on or after January 1, 1981, the minimum is \$49.00 per week and the maximum is \$175.00 per week.

When the impairment is not expected to be improved by medical treatment, it is considered permanent.

The injured employee may be entitled to permanent disability indemnity if the residual impairment reduces his or her ability to compete in an open labor market.

Permanent disability may be either total (100%) or partial (1% through 99%).

The weekly payment of permanent partial disability is also based on two-thirds of the gross wage. For injuries occurring on or after April 1, 1972, the minimum is \$30.00 per week and the maximum is \$70.00 per week.

A permanent disability award of 100% is paid at the

same rate as temporary disability indemnity and continues for life.

The physical and mental abnormalities resulting from an industrial injury are called "factors" of permanent disability.

Factors, which may be observed or measured, such as a scar, are referred to as objective.

Factors, which may not be observed or measured, such as pain, are referred to as subjective.

The individual factors taken together constitute the entire permanent disability.

In determining the percentage of permanent disability, the law considers the nature of the impairment, the occupation of the employee, the age of the employee and the diminished ability to compete in an open labor market.

Temporary disability indemnity is paid only when there is an actual wage loss.

In contrast, permanent disability indemnity is paid when there is a loss of earning power.

However, because the injured employee must now compete with able bodied workers, permanent disability indemnity may be paid even if the residual impairment causes no

immediate loss of earning power.

Consequently, the meter reader who loses sight in one eye, but who is able to return to reading meters, is compensated for the loss of vision because the disability is a handicap in competing with workers who have normal vision.

Remember that you are not obligated to accept the treating doctor's opinion regarding the extent of your disability.

An injured employee has



the right to an evaluation by a consulting physician of his or her choice at the expense of the employer.

If you have any questions about a claim for temporary disability or permanent disability, please contact your union representative.

The workers' compensation laws contain time limits for commencing proceedings. In general, the limitation is one year from the date of injury, although the time is extended if medical care or disability payments were provided.

IBEW Local 1245 Legal Plan

To use the plan call:

In California: 800-652-1569

In Nevada: 702-358-1086

APPOINTMENTS

CENTRAL LABOR COUNCILS

ALAMEDA COUNTY

Wayne Greer

FRESNO — MADERA COUNTIES

Tom Thomas

MONTEREY COUNTY

Gary Carlsen
John T. Delsman, Jr.

DAVEY TREE

DAVEY TREE BALLOT COMMITTEE

Robert H. Cahill
Ted F. Mulder
John W. Churchill

TRUCKEE-DONNER PUBLIC UTILITIES DISTRICT

TRUCKEE-DONNER PUBLIC UTILITIES DISTRICT NEGOTIATING COMMITTEE

Joseph Straub
Nancy Waters

PACIFIC GAS AND ELECTRIC COMPANY

GENERAL CONSTRUCTION JOINT GRIEVANCE COMMITTEE

Frank Sammartino

LOCAL UNION 1245

LOCAL UNION EXAMINING BOARD

Dick Hoyer

LOCAL UNION REVIEW COMMITTEE

Bob Choate

CONFERENCES AND CONVENTIONS

NEVADA STATE AFL-CIO 26TH ANNUAL CONVENTION

John Stralla
Darrel Mitchell
Jay Killgore
Lloyd Brown

RIGHT-TO-KNOW CONFERENCE

Olga Estrella
Don McKinley

NATIONAL SAFETY CONGRESS

Ron Fitzsimmons

INTER-UNION GAS WORKERS CONFERENCE

Jack McNally
Howard Stiefer
Jim Coe
Perry Zimmerman

AMERICAN PUBLIC HEALTH ASSOCIATION

Juliann Sum

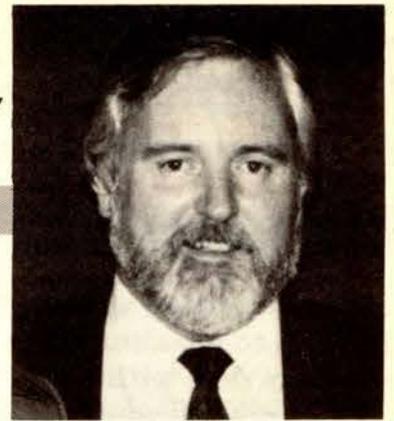
Next Advisory Council

Next meeting of the Advisory Council, IBEW Local 1245, is scheduled for Saturday and Sunday, November 6 and 7 at the Sheraton Inn, Concord beginning at 9 a.m. on the 6th.

POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



TURN THE TIDE

Reaganomics hit at convention; Your vote needed November 2!

During the week of September 13 the 32nd IBEW International Convention was held in Los Angeles. There were over 3,000 delegates in attendance, with 15 delegates representing Local 1245.

The delegates were addressed by a number of speakers throughout the five-day convention. Among key speakers were Tom Bradley, the Mayor of Los Angeles, who welcomed the delegates to the city, and California Governor Jerry Brown, who welcomed the out-of-state delegates to California. AFL-CIO President Lane Kirkland addressed the delegates, pointing out the many economic problems of workers and how the supply-side Reaganomics are in reality causing working people to take the brunt of today's economic problems.

There was a resolution passed to change the International Constitution to provide an increase in per capita to the International. The increase is \$1.00, which will set the per capita, per member at \$5.00 per month. The effective date is January 1983 and will remain until at least the next convention in 1986.

President Pillard, Secretary Leigon and all of the other International officers were reelected at the Convention, with the exception of the 8th District Vice President who was defeated in his bid.

Solidarity Day II is Election Day this year — November 2. For the trade union movement, it is a day to get out and turn the current political tide.

Unemployment is over 10%, with 11.3 million workers out of a job. New home construction is down to almost nothing, which has a strong impact on our members. Attacks on Social Security, health, safety and worker protection laws are being made by out and out attempts to repeal or by lack of enforcement. Business failures are at the highest levels since 1932 (24,000 expected this year alone), and 1.5 million home owners are in default on their home mortgages, with half of these expected to lose their homes. This cold, cruel attitude toward working people has to be turned around!

Election Day is the day every single registered voter should go to the polls and vote. Polling places open early and close late, giving workers the opportunity to exercise voting rights. The importance of voting in this election cannot be overstated. Many issues and political races have been decided by a very slim margin. Your *one* vote can make the difference. It's up to you to make the effort.

In Unity—

Next month watch for —

- Update on the IBEW International Convention.
- Northern Area Shop Stewards meeting in Chico.
- Latest information on negotiations.

LIFELINE — HEALTH AND SAFETY

A report on some of our ongoing investigations — By Juliann Sum, Local 1245 Industrial Hygienist

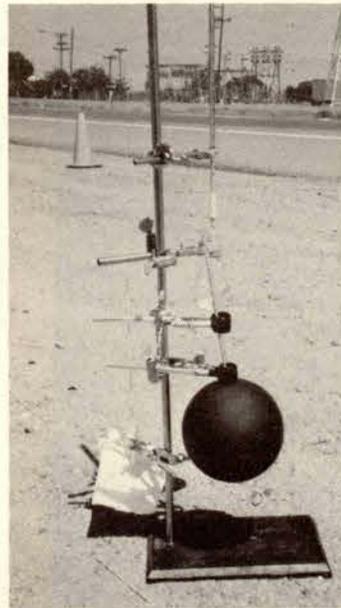
This summer I spent two days in PG&E's Stockton Division to monitor three potential hazards which our members deal with:

- 1) Pentachlorophenol in "Cellon" poles
- 2) Fiberglass
- 3) Heat stress

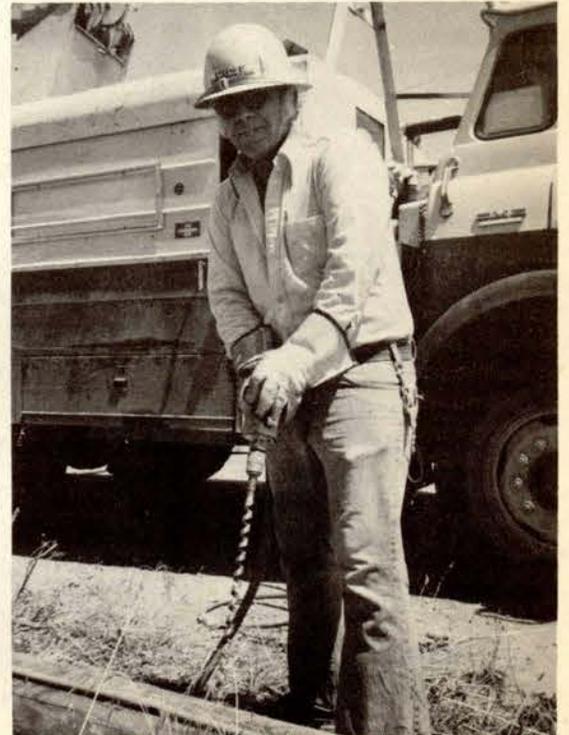
The information obtained from these tests will be used in continuing discussions with management and in further field studies.



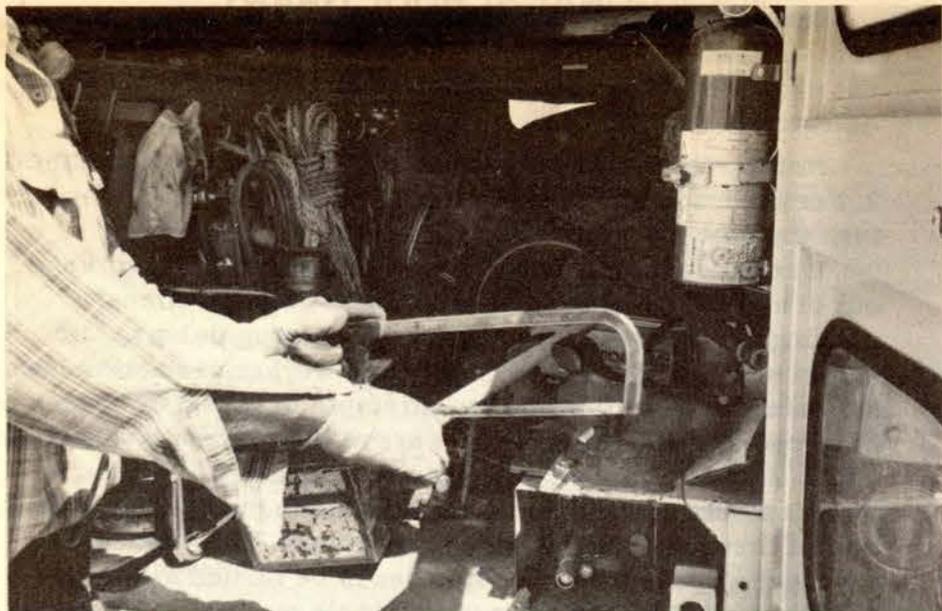
Members Byron Bonnell and John Metrovich wore personal sampling equipment to collect airborne fiberglass while handling fiberglass hot sticks during underground switching.



Heat stress monitoring equipment was set up in hot areas. This system used three thermometers to evaluate the effects of breeze, humidity, and direct sunlight as well as simple heat.



Shop Steward Darryl Gilbert drilled a hole into a new pole for the purposes of monitoring.



Bonnell also demonstrated how much dust is generated during the sawing of a switch rod.



After Gilbert, above, drilled hole, monitoring equipment was then placed at the newly drilled hole to collect pentachlorophenol gases and vapors. This equipment includes a filter, 2 flasks containing ethylene glycol, and a high flow pump.

Light Crew Foreman crushed in fatality

From PAGE ONE

was killed October 7 when a Clark Trucking Company 20-ton dump truck which was unloading sand at a work site, tipped over and crushed him.

Hansen had been a member of Local 1245 for a total of 14 years. He is survived by his wife, Karen and their three children, Megan 2, and Emily, 1, and a son, David Hansen, Jr., 11.

Upon receiving the fatality report, Local 1245 Business Representatives Bill Twohey, Bob Thomson, and Assistant Business Manager Ron Fitzsimmons reported to the accident site to conduct an investigation. At press time results were pending.



The accident site in Cupertino where San Jose Gas Service Shop Steward, Kevin Fitzgerald, also helped in accident investigation.



Vince Revino, left, details more information surrounding the accident for Business Representative Bob Thomson.

Scholarship application time nears for students

Complete details for a scholarship and two grants offered by IBEW Local 1245, and how to become a candidate are listed here for your information.

● 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:
\$500.00 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 daughter or son, 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 the year of the contest. A copy of your diploma or a letter from your high school stating that you will graduate in (the year of the contest) must be attached to your scholarship application.
- The Scholarship Grant will be made only to that candidate who intends to enroll 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 in the Utility Reporter.

- Checks will be paid directly to the college upon presentation of tuition bills to the Local Union.
- All applications shall be accompanied with a written essay, not to exceed five hundred (500) words, on the subject "RIGHT TO WORK — WHAT IT REALLY MEANS."
- Essays should be submitted on 8 1/2" 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 I.B.E.W., Local Union 1245, P.O. Box 4790, Walnut Creek, California 94596, by registered or certified mail only, and be **post-marked no later than the first Monday in February of each year.**
- 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 \$75.00, to be presented to the scholarship recipient.

● 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 daughter or son, natural, legally adopted or a legal ward of a member of Local Union 1245. You must be a high school student who has graduated or is graduating in the year of the contest. A copy of your diploma or a letter from your high school stating that you will graduate in the year of the contest 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 in the Utility Reporter.

- The grant will be made only to a candidate who intends to enroll in any industrial, technical or trade school, other than correspondence schools, which are 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, California 94596, by registered mail or certified mail only, and be postmarked no later than the first Monday in April of each year.
- Two names will be drawn by the Judge of the Competitive Scholarship Contest from those submitting applications. These two will be the 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 residence following the drawing.

APPLICATION FOR THE AL SANDOVAL MEMORIAL COMPETITIVE SCHOLARSHIP

Sponsored by
LOCAL UNION 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

DATE _____

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

NAME _____
(Last) (First) (Init.)

ADDRESS _____
(Street) (City) (State) (Zip #)

Date of Birth _____ Home Tel. _____

NAME OF PARENT _____

COMPANY _____

WORK LOCATION _____

I GRADUATED OR WILL GRADUATE FROM _____

HIGH SCHOOL IN _____

WHICH IS LOCATED AT _____

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 _____

Official's signature and position

This is to certify that I am a member in good standing of Local Union 1245, I.B.E.W. and the

Candidate, whose name is signed to this application is my _____, 19 _____

Parent's signature and Card No.

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

CANDIDATE'S NAME _____ BIRTHDATE _____

STREET _____ 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 I.B.E.W. Local Union 1245, that Candidate

named above, _____ is my _____ and

that the Candidate will graduate from high school during the term ending _____.

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 _____

Official's signature and position

Members discuss contract proposals at recent northern Unit meetings

Prior to the publication in the Utility Reporter of the initial contract proposals submitted by IBEW Local 1245 and PG&E, members were informed of the highlights of the various proposals at Unit Meetings throughout the jurisdiction.

On these two pages you'll meet members from the north as they discuss proposals at their Unit Meetings with Business Representative Bob Gibbs, and see Chairmen and other Unit officials at work along with co-workers.



Business Representative Bob Gibbs arrives at Ukiah Grange where Unit



Frank Palacio, Lineman.



Signing in, Gary Pierachini, Gas Serviceman.



Heading up Unit Meeting, l-r, are Ken Wilson, Recorder; Don Bettencourt, Chairman, and Business Representative Gibbs.



Shop Steward Subforeman.



Left to right Jim Davis, Senior Meterman; Hank Everett, Lineman, Mike White, Groundman, and Pierachini,



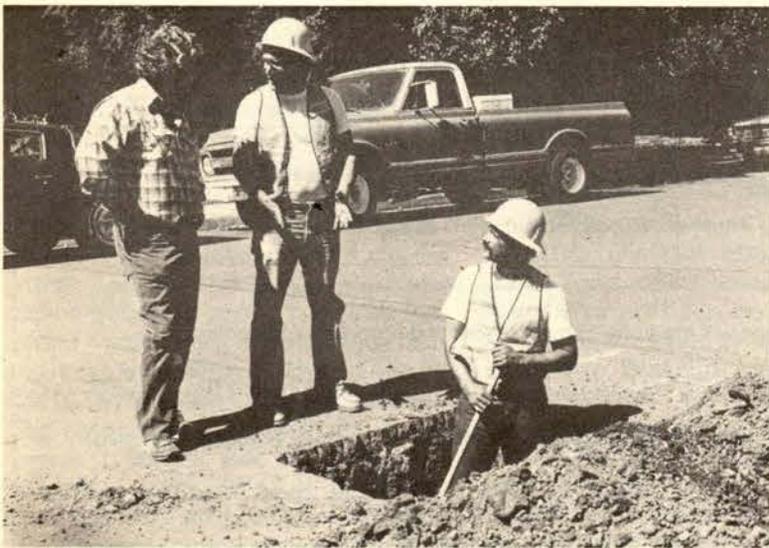
DeAnne Swinney, Customer Service Representative.



Left to right, Bob Meek, Electrician, and Pete Petersen, Electrician.



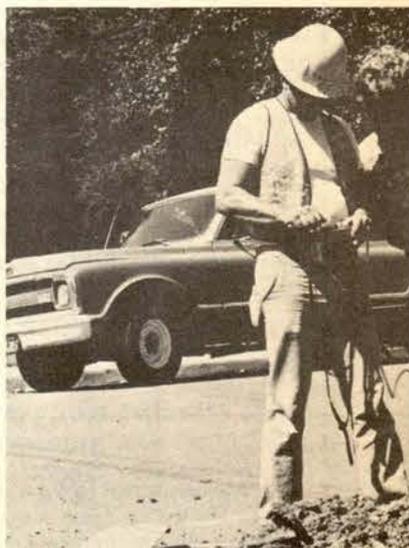
Unit Recorder Wilson, a Representative, at work line access with customer



Gibbs in field with Unit Chairman Bettencourt, a Fitter, center, and co-worker, Mike Martin, Temporary Fieldman, who are working on locating and repairing a gas leak.



Gas 'sniffer' equipment used to locate gas leaks.



Bettencourt shows Gibbs how 'sniffer' gas concentrations.

act proposals t meetings

ese two pages you'll meet
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entative Bob Gibbs, and
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s at work along with
kers.



Business Representative Bob Gibbs arrives at Ukiah Grange where Unit Meetings are held.



Gas Serviceman.



Heading up Unit Meeting, l-r, are Ken Wilson, Recorder; Don Bettencourt, Chairman, and Business Representative Gibbs.



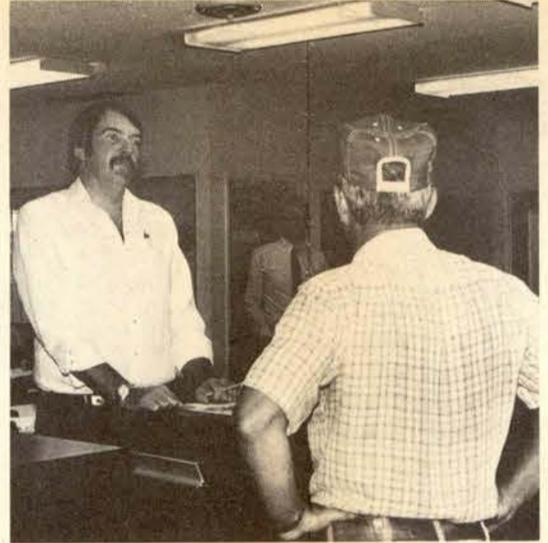
Shop Steward Larry Finch, Line Subforeman.



DeAnne Swinney, Customer Service Representative.



Left to right, Bob Meek, Electrician, and Pete Petersen, Electrician.



Unit Recorder Wilson, a Customer Service Representative, at work discussing power line access with customer.



Gas 'sniffer' equipment used to locate gas leaks.

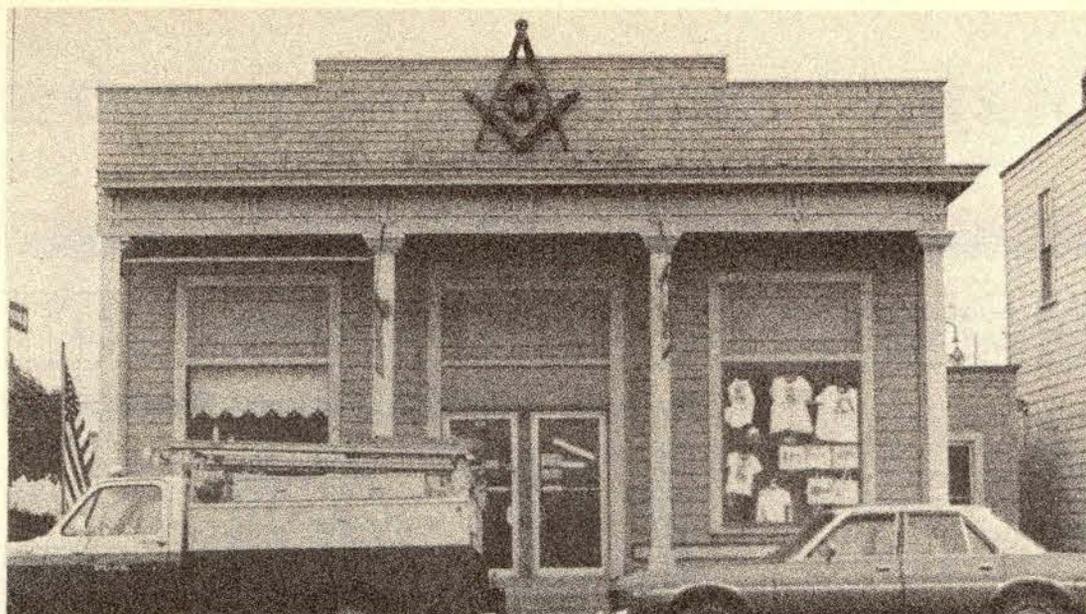


Bettencourt shows Gibbs how 'sniffer' helps pinpoint gas concentrations.

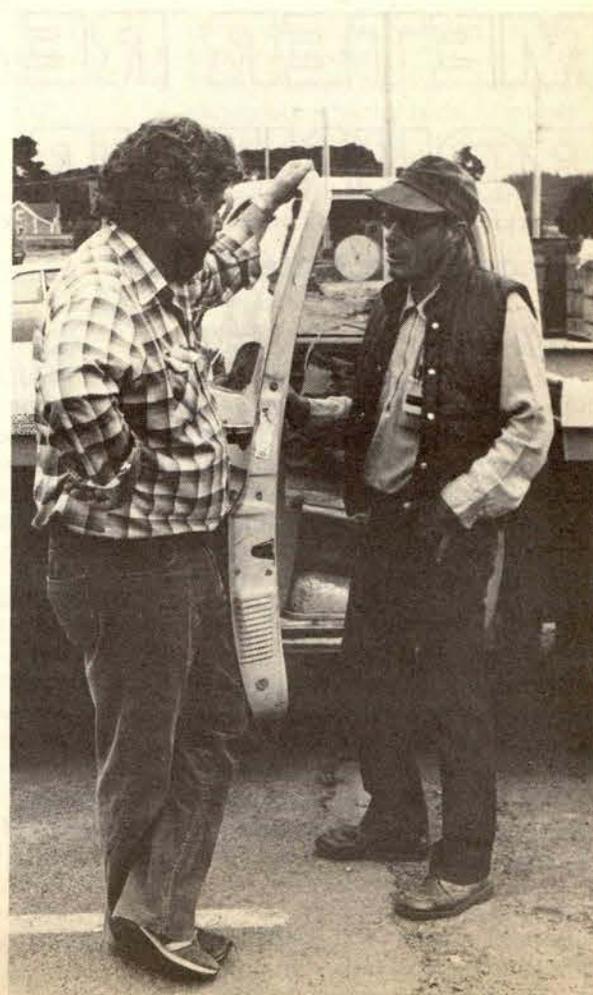
— FT. BRAGG UNIT MEETING



meetings are held.



Unit Meetings are held in annex of this historic Ft. Bragg building.



Gibbs meets with Meter Reader Peter Ferbrache, in Headquarters yard before Unit Meeting.



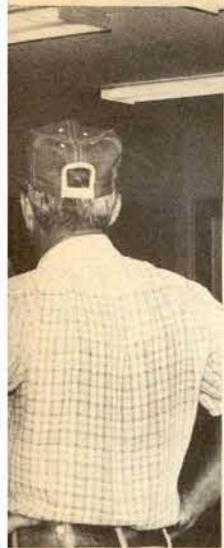
Harry Finch, Line



Unit Recorder Rae Nordell, and Unit Chairman, Don McDonell, right.



Meeting participants, l-r, Bob Ceriani, Troublemaker, and Ed Jones, Lineman.



Customer Service discussing power



Here Ferbrache, center, signs in at Unit Meeting.



Meeting participants, l-r, Vicky Mizel, Utility Clerk; Russ Swinney, Line Subforeman, and Shop Steward, Swinney's wife, Nancy; Dick Lemos, Foreman's Clerk, and his brother, Jack Lemos, Troublemaker and Shop Steward.



helps pinpoint



Unit Chairman, Don McDonell, a T & D Driver, at work at Headquarters.



Co-workers at Ft. Bragg Headquarters are, l-r, Steward, Skip Wieden, meyer, Lineman, Bob Ramsey, T & D Driver, and Richard Holmes, Lineman.

METER READER ROUNDUP

By Inga Olson, Meter Reader

An experimental van pool program recently initiated in Fremont's meter reading office is now being used in Chico. Under this arrangement, approximately eight Meter Readers are driven to their routes each morning, picked up for breaks and lunch, and then returned to the office at the end of the day.

Of concern to Meter Readers with the van pool program is the elimination of flexibility and self direction during the day which limits one's ability to respond to emergencies, changing weather conditions, and the like.

Several moves in the works indicate that Meter Readers may well be on the endangered species list due to technological advancements which may result in possible cutbacks.

Suggestions under consideration which have filtered down from PG&E Division Managers regarding changes in the company's operations include: "the reading of domestic gas and electric meters every other month and estimation of bills between readings. Many companies already do this. Meter Readers could be cutback by 40 percent. Customer Operations is currently working on this project."

There is a pilot project in San Francisco where Meter Readers are now using electronic recording devices instead of meter books, and on these "porta-processors" Meter Readers also record time and movements on a route. 1984 has arrived!

These porta-processors can be upgraded from data collection to on-site billing, possibly reducing the need for some other job classifications. The Union contract proposal, 19.14, the job security clause submitted by the Meter Readers comes none too soon. The proposal reads: "The company shall retain any employee whose loss of job is due to technological advancements. The employee shall not take a decrease in pay or lose any rights or benefits." In addition to Meter Readers, this proposal is timely for tag posters, gas servicemen, the Fremont Gas Meter Shop and other classifications facing high tech's "cold shoulder".

Adding to the controlling character of future trends is the company's proposal "to eliminate the Head Meter Reader classification during the next two years" and to replace these positions with non-bargaining unit supervisors.

To help keep up to date on current issues surrounding these and other matters, the Meter Reader Network Committee meets at 6 p.m. the first Wednesday of each month at the Union Hall in Walnut Creek. Representation is encouraged from each office within driving distance of the Union Hall. Key on the agenda for the next few monthly meetings will be discussion of possibilities of another Meter Reader Conference next year.



OUTSIDE LINE

By Jerry Robinson, Business Representative



Photos: Jerry Robinson

Photos show recent preparation for installation of 230 Kv transmission line at the Geysers by Outside Line crews.



Due to the rough terrain a helicopter was used to string the conductor with Linemen coordinating the work from tower to chopper.

BARGAINING REPORT

By Tom Dalzell, Staff Legal Counsel

LINDMORE IRRIGATION DISTRICT

Business Representative Wayne Weaver recently concluded 1982-1983 negotiations with the Lindmore Irrigation District. The major feature of the one-year Memorandum of Understanding is a six percent general wage increase. The package was ratified by a 2:1 margin by Local 1245 members on September 17, 1982.

NEVADA IRRIGATION DISTRICT

Representatives of the Nevada Irrigation District and IBEW Local 1245 have met several times in the last two months in an effort to work out a new one-year agreement. To date the District has offered no wage increase for 1983, but Business Representative Gary V. Hall reports that based largely on bargaining committee member Terry Mayfield's familiarity with the District's financial situation and possibilities the Union has most effectively countered the District's claims of poverty and inability to

pay. A further meet and confer session is scheduled for late October, and hopes were that the District would move off its claim of poverty and begin bargaining in earnest.

GLENN/COLUSA IRRIGATION DISTRICT

Bargaining with the Glenn-Colusa Irrigation District, with whom Local 1245's relations have never been very good, is going very poorly. As the Utility Reporter went to press, it seemed likely that the District was going to declare impasse and an end to bargaining with a wage offer of approximately two percent. Staff attorney Tom Dalzell has been closely monitoring these negotiations and has drafted the necessary court documents in the event that it is necessary for Local 1245 to file suit against the District to force the District to meet and confer in good faith.

OTHER BARGAINING

A number of Local 1245 Business Representatives are heading into

bargaining with the public agencies represented by the IBEW, and by next month there should be quite a bit of news. Pete Dutton has just opened negotiations on four properties — the United States Bureau of Reclamation, the Modesto Irrigation District, the Merced Irrigation District, and Tri-Dam Project. Gary V. Hall is due to start bargaining with the City of Roseville, the Town of Paradise, and the City of Gridley in the next month. Veodis Stamps has just begun to meet with the City of Alameda's Bureau of Electricity, and Bob Thompson has had his first meetings with the City of Santa Clara. Ed Fortier is in the initial stages of bargaining with the Richvale Irrigation District and the Thermalito Irrigation District, and Staff Attorney Tom Dalzell is about to open bargaining with the Oroville Irrigation District. Details on all these sets of bargaining will be included in future issues of the Utility Reporter.

Settlements reached in GC

By Roger Stalcup, Assistant Business Manager

From PAGE ONE

Local wins court case on cruiser control issue

Local 1245 members at the City of Santa Clara won an important legal victory this month when Judge Homer Thompson of the Santa Clara County Superior Court granted a peremptory writ of mandate against the City for having unilaterally changed a voluntary overtime policy without first bargaining with Local 1245.

For approximately two years the City had permitted IBEW members in the City's electric department to work voluntary overtime on weekends, setting up and manning temporary traffic barricades as part of the City's ongoing battle with "cruisers." The voluntary overtime was treated as any other overtime would be treated, with IBEW members being paid time-and-a-half for all hours worked after their regular work hours or regular work week.

In March of 1982, the City suddenly adopted a new wage scale for the cruiser control overtime with an

overtime wage scale lower than the straight time hourly rate for most electric department employees. Because the City did so in the middle of an existing Memorandum of Understanding, Local 1245 joined with Local 101 of the American Federation of State, Municipal, and County Employees and its members at the City of Santa Clara in suing the City.

Staff attorney Tom Dalzell and Business Representative Bob Thomson appeared before Judge Thompson on August 18 and argued that the City had historically treated the voluntary overtime as part of the meet and confer process and thus could not unilaterally change the working conditions or wages for workers performing the overtime work. Judge Thompson agreed with the IBEW, and his order requires the city to return to its previous manner of paying overtime wages for overtime work.

'Welcome' city of Gridley and town of Paradise

Within the past six weeks two new groups of public employees have joined the ranks of Local 1245, bringing to 30 the number of public sector entities represented by the Local.

In a secret ballot election held on August 29, employees of the Town of Paradise voted overwhelmingly to be represented by Local 1245. Business Representative Gary V. Hall, who headed up the organizing drive in Paradise, was scheduled to begin bargaining with the town in late October.

The Gridley City Council formally recognized Local 1245 as the bargaining representative of its employees on October 4, and the first meet and confer session with the City is set for November 10.

City employees, who have not had the benefit of union protection

since the City unilaterally decertified the IBEW several years ago after what the City alleged was an illegal strike, approached Local 1245 several months ago. After meeting with Assistant Business Manager Corb Wheeler and Business Representative Hall the employees took it upon themselves to gather all the authorization cards necessary for formal recognition by the City.

While litigation with the City continues before the California Supreme Court over the prior decertification, the IBEW hopes that a mutually productive relationship can be developed with the City despite past differences.

Local 1245 extends a sincere welcome to its new members in Paradise and Gridley.

the Company agreed that both the Company and the grievants must share some accountability for what occurred, but also agreed that discharge was inappropriate. While there was disagreement as to the appropriate penalty, considerable weight was given to the desire of the grievants to see the issue settled so that they could return to work.

The case was settled by converting the discharges to a disciplinary layoff of varying lengths, depending on each individual's responsibility in the welding job. During the first 60 days following their return to work, each grievant was to be allowed to practice on his welding skills, and then be retested for certified Welder. When the test is complete, the grievant will receive backpay at the Welder rate retroactive to the date of discharge.

Because the grievant who retired did not wish to return to work, he will receive a backpay award equivalent to the difference between Welder and Helper pay, from the date of demotion to the date of retirement.

Excluding outside earnings, the total backpay award in this grievance settlement could be in excess of \$110,000.

As of this writing the four reinstated grievants have returned to work and are now preparing to take the certified welding test.

In another recent grievance settlement from the PG&E General Construction Department, IBEW Local 1245 alleged that various employees were improperly denied displacement rights when they were not allowed to "bump" employees with less seniority in the Field Clerk or Routine Shop Clerk classifications. The denial of displacement rights resulted from the Company's unilateral imposition of a typing test.

The Company argued that it had the right to establish the test without the concurrence of the Union, while the Union argued that the test requirement was a change in job conditions to the disadvantage of employees.

Further, the Union pointed out that many employees had previously been displaced into the Field Clerk and Routine Shop Clerk classification without taking the typing test.

As a result of the Company action, some 17 employees who may have been able to displace a Field Clerk or Routine Shop Clerk under Section 306.5(b) of the Agreement were laid off. In settlement of the grievance, it was agreed that each individual who qualified on the Clerical Test Battery, would be reinstated as Field Clerk or Routine Shop Clerk, with backpay retroactive to the date of layoff.

For some grievants who had been rehired in other classifications prior to the settlement of this case, the retroactive backpay will be from the date of layoff to the date of rehire. The potential liability in backpay to the grievants, excluding

outside earnings, is estimated to be approximately \$150,000.

In a third recently settled grievance involving members in General Construction, the Union alleged that various individuals who had been laid off were improperly denied preferential rehire rights under Section 306.14 of the Agreement. The Company contended that the grievants were properly removed from the preferential rehire list when they failed to keep the Company informed of their current address and phone number on a monthly basis.

The Company had established a single location in its San Francisco headquarters to accept the notification and anyone who didn't notify the designated office was removed from the list. The Union maintained that the Agreement only required that the employee "keep Company informed" and did not establish a specific location for the notification. Several employees who had been laid off had contacted various field headquarters, believing that contact constituted the required notification. Further, the Union demonstrated that some employees were never informed of the single location for notification and showed that some field supervisors were also unaware of the single notification location.

On August 18, 1982, the Company sent a letter to each employee who had been laid off since February 1, 1982, requesting that they provide some form of proof of monthly notification between layoff and present. Some 22 laid off employees demonstrated that they had contacted the Company monthly. The Company agreed that all 22 had been improperly denied rehire rights. As a result, all who wish to return will be reinstated, with wages retroactive to the date they should have been rehired.

In addition, as part of the grievance settlement, all employees who were laid off on or after August 1, 1981, will have their preferential rehire rights extended through August 31, 1983 if they continue to contact the Company on a monthly basis.

On September 1, 1982 the Company sent letters to approximately 325 laid off employees informing them of the extension and providing the address and phone number where the employee must contact Company each month.

Of the 22 employees who were able to demonstrate that contact had occurred, some had subsequently been offered rehire and declined; some had been offered rehire and had returned to work before the settlement of this case; some were still in layoff status. Backpay liability will be due each grievant from the date of bypass to the date of actual rehire. The potential liability, exclusive of outside earnings, is estimated to be approximately \$140,000.00.

CHANGE OF ADDRESS

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

UTILITY REPORTER
P.O. Box 4790
WALNUT CREEK, CA 94596

Old label: _____

Name _____

New Address _____

(Street and Number)

(City and Zip Code)

PG&E Company Proposals, General Construction

Delete entire Title 302 and replace with the following:

TITLE 302 WORKWEEK, WORK DAYS AND HOURS

302.1 WORKWEEK, BASIC WORKWEEK AND WORK DAYS DEFINED

A workweek consists of seven consecutive calendar days.

A basic workweek consists of five consecutive calendar days.

A basic workweek normally will begin on Monday and end on Friday. A different basic workweek of five consecutive work days may be established by Company, provided that the Union is informed of any change in an employee's basic workweek prior to the date such change is effected. A change in the basic workweek in accordance with the foregoing shall not require the payment of overtime compensation.

The days in the basic workweek shall be known as work days; other days shall be known as non-work days.

302.2 THREE WEEK LIMIT

Except when a hazard to life or property exists, an employee will not be required to perform work on more than 21 consecutive days without having two consecutive days off work.

Conditions and Limitations:

- A. Not included in the 21 consecutive day accumulation are days on which the employee worked only one hour or less when such work time was part of a shift which overlapped two calendar days.
- B. One day off work during the first seven consecutive days worked by the employee shall constitute a break in the 21 day accumulation.
- C. One day off work after seven consecutive days worked by the employee shall not constitute a break in the 21 day accumulation; however, neither shall such day off work be included in the 21 day accumulation.
- D. If an employee performs work on 21 consecutive days and either or each of the next two days is a work day, the employee will nevertheless be granted the days off work and paid at his regular straight rate of pay for such work day or days.
- E. If an employee voluntarily works on a day on which he is entitled to be off work under this Section 302.2, he shall be paid his regular straight time or overtime wages, as appropriate; however, such day nevertheless shall be considered a day off work for the purposes of this section.
- F. "Work," "worked" and "works," as used in this Section 302.2, mean assigned job duties the employee actually performs and for which he is paid. They do not include travel time, meal time, sick leave, vacation and other time the employee does not actually perform assigned job duties.

302.3 HOURS

A. In general, and except as otherwise provided for herein, the regular hours of work normally will be from 8:00 a.m. to 12 noon and 12:30 p.m. to 4:30 p.m., or from 8:00 a.m. to 12 noon and from 1:00 p.m. to 5:00 p.m. However, other regular work hours may be established by Company. Company shall not be required to pay overtime compensation for changes in employees' regular hours of work.

302.4 JOB HEADQUARTERS AND REPORTING REQUIREMENTS

C. A location "reasonably convenient to board and lodging," as used in Subsections A and B above, means:

1. Any location within the city limits of an incorporated city where board and lodging are available, or,
2. A location in an unincorporated area where the board and lodging are a) within 25 road-miles of the headquarters or assembly point, b) within 2 road-miles of each other, and c) accessible by automobile.

Where the headquarters is in an unincorporated area, such board and lodging may be either in an unincorporated area or in an incorporated city.

302.5 TRANSFER TO A NEW JOB HEADQUARTERS

A) An employee who is transferred to a new job headquarters shall be compensated for the time he spends traveling from his former job headquarters to his new headquarters, exclusive of stopovers, but in no case less than one hour for each 45 miles or portion thereof traveled. Such compensation shall be at the straight rate of pay for the classification the employee will hold at the new job headquarters.

An employee's "job headquarters" is the location at which he reports for work.

"Transfer" or "transferred" means one of the following:

- 1) A change of an employee's job headquarters from a location within his Residence Area (as defined in Section 301.1) to a location outside such area, or vice versa; or
 - 2) A change of an employee's job headquarters from a location which is within the area of an incorporated city to a location beyond the city limits, or vice versa; or
 - 3) A change of an employee's job headquarters from a location in an unincorporated area to another location in an unincorporated area which would normally cause an employee to move his place of abode.
- B) If an employee is required to drive a Company vehicle in conjunction with his transfer and it is necessary for him to return to his former job headquarters to obtain his personal effects, he shall, in lieu of the compensation provided for in Subsection A above, be compensated for the time he spends traveling from his new job headquarters back to his former headquarters and from his former headquarters again to his new job headquarters, exclusive of stopovers, but in no case less than one hour for each 45 miles or portion thereof traveled. Such compensation shall be at the straight rate of pay for the classification the employee will hold at the new job headquarters.

Section 303.1 — Amend to read as follows:

303.1 SHELTERED WORK

When a regular employee reports for work on any day in his basic workweek but is prevented from performing his scheduled work because of inclement weather or other cause beyond his control, Company shall, if practicable, provide necessary and useful miscellaneous work for him, or provide him with safety first or first aid training.

Section 303.2 — Amend to read as follows:

303.2 COMPENSATION

If an employee reports for work on a work day in his basic workweek and

is prevented from working, or is required to discontinue work, because of inclement weather or other cause beyond his control, he shall be paid for the time he works or is held at the job headquarters, but in no event shall he be paid less than 2 hours compensation.

Such compensation shall be at the rate of pay the employee would have received had he worked.

Except as provided for in Section 303.4, an employee who does not report for work on inclement weather days shall receive no compensation.

Delete Section 303.3.

Section 303.4 — Amend to read as follows:

303.4 EXPENSES

If a regular employee is directed by his supervisor not to report for work on a work day because of inclement weather or other cause beyond the employee's control, such employee shall be paid his regular per diem expenses (if any) for such day, or if the employee lives at a Company-operated or Company-designated boardinghouse or camp he shall not be charged for board and lodging on such day.

Section 305.4 — Amend to read as follows:

305.4 TEMPORARY UPGRADES

When it is necessary to make a temporary upgrade Company shall, when practicable, give preferential consideration to the employee who:

- is the most qualified for the upgrade, and
- has at least one year of Service, and
- is working at the assembly point where the upgrade is needed, and
- is working on the shift where the upgrade is needed.

Notwithstanding the foregoing, Company shall have the right to select for temporary upgrade a qualified employee who is working outside the assembly point or shift where the upgrade is needed, provided that such employee has greater Service than the employee who otherwise would have been awarded the upgrade.

Temporary upgrades normally are limited to 40 consecutive workdays, but may extend beyond 40 workdays when an employee is upgraded to replace one or more employees who are absent from work.

Section 305.5 — Amend to read as follows:

305.5 PROMOTION (4 OR MORE YEARS SERVICE)

The provisions of this Section 305.5 are applicable to employees who have four or more years of Service at the time a promotion is to be effected.

To be eligible for promotion to a higher classification, an employee must be fully qualified to perform the duties of such classification, and must be employed in the Area in which the promotion is to be made.

- A. The employee selected for promotion shall be the "eligible" employee (as determined by the foregoing) who is the most qualified (for the classification to which the promotion is to be made) among 1) those employees who were demoted due to lack of work from the classification to which the promotion is to be made or from a higher classification in the same line of progression, and 2) those employees who were placed on Long Term Disability from the classification to which the promotion is to be made or from a higher classification in the same line of progression.

NOTE: An employee who declines a promotion offered pursuant to this Subsection 305.5 A, or who is demoted for reasons other than lack of work, shall not be considered for promotions under the provisions of this Subsection, unless such employee subsequently is again demoted due to lack of work, in which case he shall be considered for promotions under the provisions of this Subsection only to the highest classification from which he was so demoted.

- B. If there is no "eligible" employee among the employees identified in Subsection A above, the employee selected for promotion shall be the "eligible" employee who is the most qualified (for the classification to which the promotion is to be made) among those employees who are receiving the top rate of pay of the classification next lower, in the normal line of progression, to the classification to which the promotion is to be made.

As used herein, the terms "Area" and "Areas" mean the applicable Promotion-Demotion Geographic Area or Areas as set forth in Exhibit II, General Construction Promotion-Demotion Geographic Areas, which is attached and made a part hereof. Company may change the boundaries of such Areas at any time, provided that: 1) Company notifies Union in writing of such change prior to the change's effective date, and 2) such change is not effected during a period of demotion or lay off. (Note: such change may be made during a period of demotion or lay off, if Union agrees thereto in writing.) Except for major projects and Service Centers (which may be designated as self-contained Promotion-Demotion Geographic Areas), no Area shall be less than one PGand E Division.

Title 306 — Delete entire Title and substitute the following:

TITLE 306 DEMOTION AND LAYOFF PROCEDURE

306.1 APPLICABILITY

- A. The provisions of this Title 306 are applicable to regular employees with four or more years of Service in cases of displacement, demotion or layoff due to lack of work.
- B. Service shall be the determining factor in the application of this Title, except that an employee must be fully qualified to perform the duties of the classification to which he is scheduled to be demoted or transferred.
- C. As used in this Title, the terms "Area" and "Areas" mean the Promotion-Demotion Geographic Areas defined in Section 305.5.

306.2 DEMOTION WITHIN GEOGRAPHIC AREAS

When the number of employees in an Area is to be reduced by means of demotion, the employee(s) thus demoted shall be that (those) employee(s) in the affected classification(s) in such Area with the least Service. Such employee(s) shall be demoted to the next lower classification in the reverse order of the normal line of progression. If demotions are to be made from more than one classification, the provisions of this Section 306.2 shall first be applied to the highest affected classification, then to successively lower classifications.

306.3 BUMPING

- A. An employee who is to be demoted pursuant to Section 306.2 may, in lieu thereof, elect to displace an employee who 1) has less Service than the displacing employee, 2) is in the displacing employee's current classification and 3) is in the same General Construction Department.
- B. If an employee cannot effect a displacement provided for in Subsection A above and cannot effect a demotion to the next lower classification in the reverse order of the normal line of progression pursuant to Section 306.2, he may elect to displace an employee who 1) has less Service than the displacing employee and 2) is in the next successively lower classification

in the reverse order of the normal line of progression in the same General Construction Department.

- C. An employee who has five or more years of Service who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Subsection A or B above, may elect to displace an employee who 1) has less Service than the displacing employee and 2) is in the displacing employee's current classification in a different Department of General Construction. If such displacement is not possible, the employee may elect to displace an employee who has less Service than the displacing employee and who is in the next lower or successively lower classification in the reverse order of the normal line of progression.
- D. An employee who cannot effect a demotion pursuant to Section 306.2, and who cannot effect a displacement provided for in Subsection A, B or C above, may elect to displace that employee who 1) has less Service than the displacing employee and 2) is in the beginner's classification in a different line of progression in the same General Construction Department.
- E. An employee who cannot effect a demotion pursuant to Section 306.2, and who cannot effect a displacement provided for in Subsection A, B, C or D above, may elect to displace an employee who 1) has less Service than the displacing employee and 2) is in a beginner's classification in a different Department of General Construction.
- F. Company shall designate the employees to be displaced under the provisions of this Section 306.3.

306.4 DISPLACEMENT OF DIVISION EMPLOYEES

An employee with five or more years of Service who cannot effect a demotion pursuant to Section 306.2, and who cannot effect a displacement provided for in Section 306.3, may elect to displace that employee with the least Service among those Division or General Office Department employees who 1) are working within the boundaries of the Company's operating Division containing the employee's Residence (as defined in Subsection 301.1 D) and 2) are in the displacing employee's current line of progression (ref. Title 600 of this Agreement and Exhibit A of the Agreement Applying to Office and Clerical Employees), provided, however, that an employee may not displace such Division or General Office Department employee if the latter has more Service than the displacing employee.

- A. An employee who elects to enter a beginner's classification pursuant to this Section 306.4 must meet the Division or General Office qualification requirements (whichever are applicable) for such classification before his transfer into the vacancy can be effected.
- B. An employee who enters a beginner's classification under the provisions of this Section 306.4 shall not have any rights under Section 206.9 of this Agreement or Section 19.9 of the Agreement Applying to Office and Clerical Employees, but shall have preferential rights, pursuant to Subsection 305.5 A, to return to his former classification(s) or to a successively lower classification or classifications in the normal line(s) of progression to such classification(s), in his former General Construction Department(s).
- C. A placement pursuant to the provisions of this Section 306.4 shall count as a transfer under the provisions of Subsection 205.5 B of this Agreement or Subsection 18.5 B of the Agreement Applying to Office and Clerical Employees.

306.5 LAYOFFS

If there is no job to which Company can demote an employee under Section 306.2, or if the employee does not effect a displacement under any of the provisions of Sections 306.3 or 306.4, the employee will be laid off.

When it becomes necessary for Company to lay off an employee because of lack of work, Company shall give him as much notice as practicable, but in no event shall a regular employee be given less than five working days' notice, and an employee who has five or more years of Service shall be given not less than ten working days' notice.

306.6 JOURNEYMAN RETENTION

If in the application of the provisions of this Title 306 an employee can effect a displacement to an apprentice classification, the employee shall not take such apprentice classification but shall be given the classification next higher thereto in the normal line of progression.

306.7 SUPERVISORIAL DEMOTION

No employee shall be displaced by a supervisory or other employee who is demoted from a classification outside the bargaining unit, into a classification in such unit for reasons other than lack of work.

306.8 TERMINATION NOTICE

When an employee's Service with the Company terminates, he shall be informed in writing as to his eligibility for rehire. The document which informs the employee about his rehire eligibility shall be signed by the appropriate supervisor and (if he is available at the time of termination) by the employee. One copy of the executed document shall be given to the employee. In the event the employee is unavailable on the date of termination, Company shall, on such date, mail one executed copy of the document to the terminated employee's last known address.

306.9 PREFERENTIAL REHIRE

- A. Entitlement
Regular employees who
- 1) have been laid off due to lack of work for a period not in excess of six months,
 - 2) are eligible for rehire,
 - 3) had four or more years of Service at the time of layoff, and
 - 4) have, each calendar month following their layoffs, informed the Company of their current mailing addresses and telephone numbers and the Promotion-Demotion Geographical Areas in which they will accept reemployment
- shall be entitled to preferential rehire as follows:
- B. Procedure
- 1) When a need exists in a beginner's classification in a line of progression and Department of General Construction from which employees were laid off due to lack of work, Company shall call the last telephone number furnished by the employee with the greatest Service among those employees described in Subsection A above who 1) previously were displaced, demoted or laid off from such line of progression and Department pursuant to this Title 306 and 2) have indicated that they would accept reemployment in the Area in which the need exists. If Company is able to contact the subject employee by telephone, Company shall, at the time of such contact, offer him reemployment in the classification and location where the need exists. Once such offer is made, the employee shall, within the 24 hours following the offer,

advise the Company as to whether he does or does not accept the position offered. If the employee accepts the offer, he must be available for work within five work days after he was initially contacted by the Company.

- 2) If Company is unable to contact the subject employee by telephone, Company shall mail, to the last mailing address furnished by the employee, an offer of reemployment in the classification and location where the need exists. Within five work days after such offer is mailed, the employee shall advise the Company, by telephone, as to whether he does or does not accept the reemployment offer. If the employee accepts such offer, he must be available for work within 24 hours after advising the Company of his acceptance.
- 3) If the employee does not comply with one or more of the provisions of Subsections B.1 and 2 above, or if the employee does not accept a reemployment offer, he will be considered terminated, with no further reemployment rights under this Section 306.9, and the procedure delineated in Subsections B.1 and 2 shall be applicable to the employee with the next greatest Service among the employees described in Subsection A who have indicated that they would accept reemployment in the Area in which the need exists.

Amend Exhibit II to read as follows:

EXHIBIT II GENERAL CONSTRUCTION PROMOTION-DEMOTION GEOGRAPHIC AREAS For Use With Titles 305 and 306

CIVIL-HYDRO CONSTRUCTION

- 1) Humboldt and North Bay Divisions
- 2) Drum and Sacramento
- 3) Shasta, De Sabla, Colgate
- 4) San Francisco
- 5) East Bay
- 6) Stockton
- 7) San Jose
- 8) Coast Valleys
- 9) San Joaquin

CLERICAL SERVICES

- A. Camp and Kitchen Employees
- 1) Humboldt and North Bay Divisions
 - 2) Colgate, De Sabla and Shasta
 - 3) Drum, Sacramento and Stockton
 - 4) East Bay, San Francisco and San Jose
 - 5) Coast Valleys
 - 6) San Joaquin
- B. Field Clerical Employees
System

LINE CONSTRUCTION

- 1) Humboldt and North Bay Divisions
 - 2) Shasta, De Sabla, Colgate, Drum, and Sacramento
 - 3) East Bay, San Joaquin and Stockton
 - 4) San Francisco, San Jose and Coast Valleys
- Exception: Paint Section, promotion-demotion area systemwide

MECHANICAL SERVICES

- 1) Humboldt, North Bay, and San Francisco Divisions
- 2) Shasta, De Sabla, Colgate, and Drum
- 3) Sacramento
- 4) East Bay
- 5) Stockton
- 6) San Jose and North Coast Valleys (San Benito and Monterey Counties)
- 7) San Joaquin and South Coast Valleys (San Luis Obispo and Santa Barbara Counties)

STATION CONSTRUCTION

- 1) North Bay Division
- 2) Humboldt, Shasta, De Sabla, and Colgate
- 3) East Bay, San Francisco, and San Jose
- 4) Drum, Sacramento, and Stockton
- 5) Coast Valleys
- 6) San Joaquin

GAS CONSTRUCTION

- 1) Humboldt and North Bay Divisions
- 2) Drum and Sacramento
- 3) Shasta, De Sabla, Colgate
- 4) San Francisco
- 5) East Bay
- 6) Stockton
- 7) San Jose
- 8) Coast Valleys
- 9) San Joaquin



NOTICE

These proposals from the Company were not received in time for publication in last month's Utility Reporter where all the other proposals from IBEW Local 1245 and PG&E were published.

Local works to guarantee rights of members

Final briefs on discount submitted

By Tom Dalzell, Staff Counsel

Local 1245 and other union members of the Coalition of California Utility Workers submitted their opening brief on the employee discount issue to PUC administrative law judge Donald Meaney on October 8, 1982. After the filing of final closing briefs on November 8, the matter will be submitted to the full Public Utilities Commission for decision.

The Coalition devoted the longest section of its 60-page brief to arguing that the Public Utilities Commission does not have the legal right to interfere in collective bargaining between utilities and their employees. A full 30 pages of the brief is set aside for this argument, the most important issue in the proceeding as far as Local 1245 is concerned.

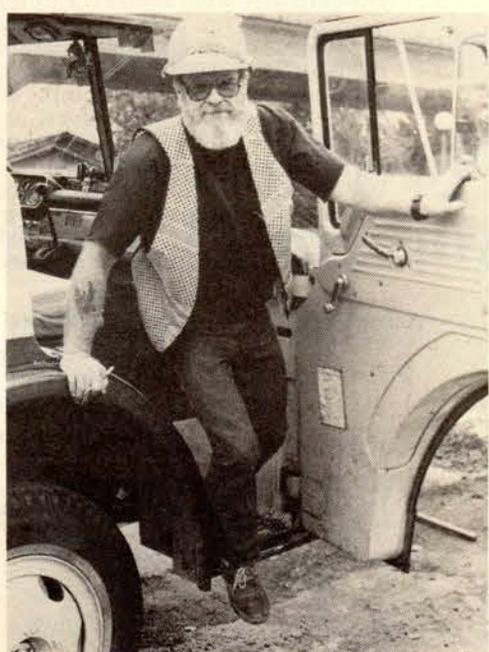
Next, the Coalition answered Commissioner Gravelle's statement that in his opinion the employee discount should be eliminated because it discriminates in favor of employees. Analyzing 70 years of court cases dealing with rate structures, the Coalition pointed out that under the standards which the courts have used the employee discount is a perfectly legitimate form of fringe benefit.

The third section of the brief analyzed the cost and fairness of the employee discount. As has been pointed out in past issues of the Utility Reporter, the discount costs the average residential customer at most utilities several cents a month. More importantly, the Coalition demonstrated that the employee discount is only one of many fringe benefits and that its cost must be analyzed in light of the total compensation received by utility employees, a factor not even considered by the Commission Staff in its analysis of the discount.

Lastly, the Coalition showed that utility employees are far more conscious of the importance of energy conservation than the public at large and that utility employees have utilized far more conservation technology than has the public at large.

As for energy consumption, the unions drew the Commission's attention to statistics introduced in the hearing which show that utility employees use only slightly more total energy than their neighbors, a fact which is not surprising given the income levels and family sizes of utility employees.

Future issues of the Utility Reporter will keep Local 1245 members posted on all developments in the employee discount case.



Heading up crew is Ted Longmire, Light Crew Foreman, a 26-year IBEW Local 1245 member.



Crew member Joel Russo, Helper, is a three-year member.

IBEW Local 1245 East Bay Business Representatives are keeping close touch among members in the field and at PG&E headquarters regarding current displacement and demotion actions by PG&E.

During the last month the company decided to eliminate 19 jobs in the Gas T & D Department in the East Bay Division.

Close monitoring of the contract provision is occurring to insure our members rights under the Labor Agreement, Title 206.

The demotion and layoff provisions of the contract are under close scrutiny by the Local to insure that PG&E conforms to the exact negotiated intent of Title 206.

The East Bay members affected by the elimination of the 19 positions will not necessarily be laid off, but will be able to exercise their various division and systemwide options specified in Title 206.

Business Representative meets with crew where questions arise on demotion and displacement.



Crew working on reconstruction project in Albany meets with Business Representative Veodis Stamps, left, where news of the elimination of 19 positions in PG&E Gas Department is discussed since it initially affected two Helpers.



Russ and Russo coming into Richmond Headquarters at end of day.

Photos: Carol Bedsole



Stamps arrives at Richmond Headquarters.



Crew member Tyrone Russ, Helper, is also a three-year member.



Members reviewing displacement and demotion options.



Stamps discusses possible actions.