



UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

LENGTHY FINAL SESSION

Tentative agreement reached at Merced

After a nine-hour bargaining session which began at 3 o'clock in the afternoon on May 23, 1985, a tentative bargaining table agreement was reached between the Merced Irrigation District and Local 1245 on the terms of a three-year Memorandum of Understanding. The tentative agreement ended eight months of negotiations and put to rest rumors throughout Merced County that negotiations would break down, and farmers would be faced with a strike by District employees during the critical summer growing season.

Major provisions of the agreement, which was scheduled for a ratification vote by the membership as this issue of the Utility Reporter went to press, include the following:

- A first-year wage increase averaging 5.1%, a 4% increase in 1986, and a 6% increase in 1987

- Advisory arbitration on terminations and suspensions of five days or more

- An agreement on medical insurance which will enable the continued level of benefits and probably expand coverage to include vision

- Mutually agreeable language on ditchtender work rules which will increase productivity for the District while protecting the concerns of the Ditchtenders.

When negotiations on the final issues began on May 23, the parties

were fairly far apart on several key points. As one member of the negotiating committee put it, "For a while there it seemed like it was a long shot with a limb in the way." As the evening wore on, the efforts of the District's attorney, Jay Jory, and Les Papazian, the President of the District Board of Directors who joined the negotiations for the final session, began to pay off.

Compromise was reached on a number of proposals, leaving only several major issues on the table.

The hours passed, and with them the crowd of Local 1245 members outside the District office grew from 20, to 30, finally to more than 40 as midnight approached. "It was clear that we had the overwhelming support of the membership and that

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Member Dusty Cecchi, Shop Steward at Lynch Communications Systems, Inc. greets Nevada Governor Richard H. Bryan at recent Advisory Council Meeting in Reno.

Governor Bryan meets members in Nevada

IBEW Local 1245 was honored to have Nevada Governor Richard H. Bryan attend a recent Advisory Council Meeting held in Reno, Nevada.

A Democrat, Bryan was a former staff attorney for IBEW Local 357 out of Las Vegas. Business Manager Jack McNally in his welcome described the Governor as a long-time friend of working men and women in the state.

Executive Board member Kathy Tindall, a Reno resident, presented Governor Bryan with a handsome plaque from Local 1245 recognizing him for his outstanding record on behalf of unionists.

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New State Supreme Court decision on public employee strikes issued

On May 13, 1985, the California Supreme Court, braving further attacks and criticism from the right, ruled that public employee strikes are not illegal in what has been characterized as, "perhaps the most significant, and certainly the

most notable, decision ever issued in the history of California public sector employment relations."

For the last 20 years, the State Court of Appeal has consistently held that public employees do not have the right to strike, without specific legislative authorization granting such a right.

Because collective bargaining without the right to strike is more often than not, not full collective bargaining, public employees have often had to either risk striking illegally, as have Local 1245 members on several occasions, or negotiate the best possible agreement without the leverage of possible economic action by the employees.

Speaking out after 20 years of silence on the question, the State Supreme Court rejected the decisions of the Court of Appeal and found that the common law blanket prohibition on public employee strikes is no longer valid.

The Court then looked to the Meyers-Milias-Brown Act and found nothing in that statute which expressly prohibits strikes.

The Court then concluded that unless the legislature has specifically prohibited strikes, public employees may strike.

Although the Court upheld the general right to strike, it did rule that in certain situations courts may grant injunctions halting

strikes which clearly, "create a substantial and imminent threat to the health or safety of the public."

A review of this portion of the Court's decision leads Local 1245's attorneys to believe that few, if any, of Local 1245's public sector members would fall into the category who would be subject to a back-to-work injunction.

"We conclude that it is not unlawful for public employees to engage in a concerted work stoppage for the purpose of improving their wages or conditions of employment, unless it has been determined that the work stoppage imposes an imminent threat to public health or safety."

—California Supreme Court, May 13, 1985

Business Manager Jack McNally greeted the decision with enthusiasm. "Given the growing attacks on Chief Justice Rose Bird, it showed great courage on the Court's part to rule as they did, to stand by their judicial convictions.

"Our members in the public sector will now have more muscle on our side of the bargaining table, and we've already seen at Merced Irrigation District what results this new muscle can produce."

'Treasury II' and you

On May 21 through 23, Assistant Business Manager Manny Mederos and President Howard Stiefer attended a legislative update, reviewing the employee benefits provisions of President Reagan's "Treasury II" flat tax proposal.

The three-day seminar was put on by the International Foundation on Employee Benefits in Washington D.C. and focused on the effect of President Reagan's tax proposal on employee benefits.

After the intensive three-day session, Assistant Business Manager Mederos told the Utility Reporter, "I don't claim to be a tax lawyer, but I am convinced that at least three of President Reagan's proposals will hurt our members, specifically the

plan to include a portion of employer contributions for health insurance as taxable income; the proposal to reduce the maximum employee contributions to a 401(K) plan from \$30,000 to \$8,000, and the plan to eliminate the 10-year tax averaging for lump sum payments."

As the legislative battle over the President's "Treasury II" bill and the Democratic "Fair Tax" alternative continues, Local 1245 will keep its members posted on the possible impact of the plans on them and their families.

Members are urged to write legislators to vote their opposition to taxation of employee benefits.



UPDATE ON LEGISLATION, REGULATIONS

Worker right-to-know

By Juliann Sum, Industrial Hygienist

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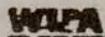
Ron Field

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Contributing writers: Tom Dalzel and Ann Miley, Staff Attorneys; Juliann Sum, Industrial Hygienist

One of the major occupational safety and health laws benefiting workers in California is the Hazardous Substances Information and Training Act, better known as the Worker Right-to-Know. This law requires employers to provide workers with basic health and safety information regarding hazardous substances in the workplace, in the form of Material Safety Data Sheets. The law will expire by the end of 1985, and the Federal OSHA Hazard Communication standard will take its place, unless the State legislature reauthorizes the State law.

Provisions in the State law which are not found in the Hazard Communications standard include (1) coverage of all non-agricultural workers, not just manufacturing workers, (2) a specific list of hazardous substances, (3) the requirement that manufacturers justify to the director of the Department of Industrial Relations claims that the chemical contents of a product are trade secret, and (4) protection against discrimination for workers exercising their rights.

Much attention has been given in the legislature to reauthorizing the Worker Right-to-Know. Four bills being proposed would retain the State provisions, and three of these bills would add improvements:

AB 658 (Johnston) is a spot bill which deletes the Jan. 1, 1986 repeal of the Hazardous Substance Information and Training Act has gone through

committee and is on the floor.

AB 1042 (Jones) amends the State law to require labels on hazardous substances containers and includes specified carcinogens when present in concentrations of 1/10 of one percent. This bill is supported by Governor Deukmejian.

AB 2151 (Eaves) includes the same provisions as the Jones bill, but also requires a more extensive information and training program.

AB 862 (Hayden) which went even further by requiring the Department of Health Services to develop a fact sheet for each hazardous substance on the director's list and to make the fact sheets available to employees and employers and which also required that the Director of the Department of Industrial Relations review a random sampling of MSDS's as a basis for enforcement, has been put on hold, and turned into a two term bill.

The Jones and Eaves bills have passed through the Assembly Labor and Employment Committee and the Assembly Ways and Means Committee. June 28 is the last day for the Assembly to pass their bills and send them to the Senate; August 23 is the last day for bills to be heard by the Senate Industrial Relations Committee; August 30 is the last day for bills to be heard by the Senate Finance Committee; September 13 is the last day for the Senate to vote on bills.

It is anticipated that significant changes will occur as a result of

negotiations among the bills's sponsors and between the sponsors and the committees. IBEW Local 1245 plans to support the bill which contains the strongest possible provisions.

REGULATIONS

In the meantime, the Division of Occupational Safety and Health (Cal/OSHA) is proposing to adopt a new Right-to-Know standard, which would replace the current Section 5194 of Title 8, California Administrative Code. The new proposal is scheduled to be considered at the public hearing of the Occupational Safety and Health Standards Board on July 25, 1985, in order to permit adoption before the Federal Hazard Communication standard goes into effect November 25, 1985.

Major limitations in the proposed language are as follows:

- 1. Certain laboratories are exempt.
2. All wood products, including those which are saturated with pentachlorophenol, creosote, and inorganic arsenicals, are exempt.
3. There are no criteria for the director to use in evaluating the merits of trade secrecy claims.
4. There is no requirement for employers to evaluate the adequacy of MSDS's received from manufacturers.

IBEW Local 1245 plans to participate at the July 25 public hearing in support of the strongest standard possible.

Davey Tree arbitration clarification

In the April issue of the Utility Reporter, we reported with respect to the arbitration between Davey Tree and Local 1245 that "Business Representative Larry Pierce has asserted in the grievance procedure that the marijuana was planted in the employee's truck by a supervisor."

In fact, this was the contention of the grievant, not Business Representative Larry Pierce. Throughout the grievance procedure and the arbitration, it was the contention of Local 1245 that the facts were not

as alleged by the company to the union and that the marijuana which the supervisor found in the grievant's truck did not belong to the grievant.

In the arbitration held on April 23, 1985, the supervisor admitted on the record that he had lied to Business Representative Larry Pierce in his initial version of the events which led to the grievant's discharge, but no evidence was introduced to support the contention that the supervisor had planted the marijuana.

On May 3, 1985, the attorney for Davey Tree notified Local 1245 that the April article had exposed the supervisor to "contempt and ridicule and has hurt him substantially in the performance of his duties as a supervisor for Davey Tree." This clarification of the April article is made in the hope that the supervisor will regain his ability to perform his duties as a supervisor and relieve him of any contempt and ridicule which the April article may have caused.

APPOINTMENTS

PACIFIC GAS AND ELECTRIC COMPANY Pipeline Operations Joint Grievance Committee

Robert Bowers

Clerical Job Evaluation Committee

Rebecca H. Rosecrans

General Construction Joint Grievance Committee (Alternate Position)

Aaron T. Wride

CENTRAL LABOR COUNCILS

Sacramento

Gary Mai

Bill Tomlinson

Wilford Nunez

Peter E. Ramon, Jr.

San Joaquin-Calaveras Counties

Sam Bologna

CONFERENCES AND CONVENTIONS

California Labor Federation Legislative Conference

Jack McNally

Howard Stiefer

Barbara Symons

Ron Blakemore

Tom Dalzell

Pete Dutton

Bob Choate

Gary Mai

1985 Coalition of Labor Union Women California State Conference

Barbara Symons

Rebecca Rosecrans

Dorothy Fortier

Twenty-Ninth Annual Rocky Mountain Labor School

Kathy Tindall

Dora Carone

Janice Davis

Ronda Drew

Dan Keefe

Sally Peden

Agreement reached at Merced

From PAGE ONE ...

if pushed far enough we would strike," explained staff attorney Tom Dalzell who led the negotiations for Local 1245. "The May 13, 1985 State Supreme Court decision on public employee strikes dramatically affected the bargaining dynamics, and both sides knew that we were approaching summer with no agreement."

Shortly before midnight the District gave the union its final proposal. "When Mr. Papazian told us that there wasn't any more money

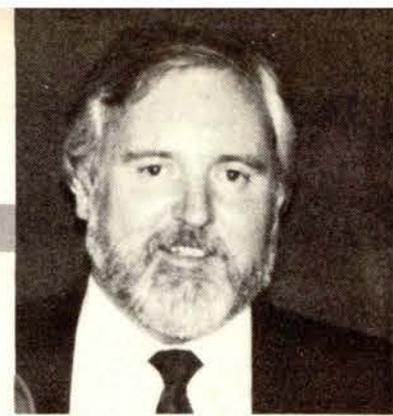
to be had we took his word," explained bargaining committee member Mike Higgins, "but then we started to move the money around. By changing the effective dates for the increases, we were able to get the base rates up closer to where they should be by the end of 1987, assuming that inflation doesn't heat up again."

The results of the ratification vote will be reported in the next issue of the Utility Reporter.

POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



Tax proposals need scrutiny; voice your opinions now

Recently President Reagan appeared on national television to present his new tax proposal to the American people. He did an excellent job of presenting himself explaining that this tax reform deserves close attention and that the American public should support it.

The 461-page reform proposal is called "The President's Tax Proposals to the Congress for Fairness, Growth and Simplicity." On first review some democratic leaders praised portions of the plan. Even the national AFL-CIO acknowledged that the plan contained some long-sought reforms.

Over the last three years much has been said about the federal deficit and the need to reduce spending. The general consensus in Congress is that even with budget cutting, an increase in revenue is required to stop the ever-increasing deficit.

The President's tax proposal is a tax reform to raise taxes. Almost all tax reform plans enacted since the beginning of taxation have in reality increased taxes. What happens in tax reform plans is that adjustments or changes are made in order to shift who pays more or less, with the net result of an increase in revenue to the federal government.

The use or abuse of tax credits and deductions by clever lawyers and accountants have created what are known as "loopholes" in the tax system. It is said that only the rich and corporations are able to use the loopholes, and therefore the middle class subsidizes the high income taxpayers. In an attempt to "reform" or correct the problem, the current tax proposal includes eliminating some of these tax credits and deductions.

I see a problem with this thinking. My intuition tells me that just recently the middle class has begun to use some of these loopholes to their advantage where they could not in the past. I suspect this change is coming as a result of a greater number of middle-income taxpayers utilizing more tax credits and deductions, thereby potentially reducing revenue to the government.

The President's tax proposals have some startling changes. The 14 brackets of tax rates ranging from 11 to 50 percent would be replaced by a three-bracket system of 15, 25, and 35 percent. On the surface that might not look too bad. However, you had better look at what deductions have been eliminated. Just as an example, the deductibility of state and local taxes would be repealed — your state income tax, your property taxes, state sales tax, and any other state, county or city tax you pay. Add it up, check it out.

Unemployment and disability payments would be treated as income and taxed accordingly. This obviously has the effect of cutting benefits for those who are unemployed and disabled. Also included in the proposed tax package are provisions to tax benefits. If you are covered by a health plan, you will have to include in your annual income \$120 for a single person and \$300 for a family. This doesn't appear to be much of a problem, but it has the smell of the old camel getting his nose under the tent.

This obviously could be looked at for future tax increases. A bigger bite of the apple is taken from retirement and savings plans. Taxpayers who retire before age 59½ and want to take a lump-sum distribution from a savings or retirement plan would be subject to an excise tax, plus ordinary tax rules, with the 10-year averaging rule and special capital gains rule being eliminated. These changes could have a significant impact on a large number of Local 1245 members.

These are just a few of the glaring points of the President's tax proposal. As this tax proposal will eventually have an impact on all of our members, we will publish more information and analysis. These tax proposals will certainly change as lobbying efforts influence amendments. If you are concerned, and you should be, especially about taxation of benefits, you should write your representatives in Congress and let them know how you feel.

In Unity,

IBEW LOCAL 1245 UNIT MEETINGS

Plan to attend

				Jul	Aug	Sep	Oct	Nov	Dec
San Joaquin									
1111	FRESNO Cedar Lane Bowl Cedar & Shields	Chairman: S. Perales	Tuesday 5:30 p.m.	2	6	3	1	5	3
1112	BAKERSFIELD Central Labor Council 200 W. Jeffrey	Chairman: Ed Mallory	Thursday 7:30 p.m.	11	8	12	10	14	12
1113	MADERA DiCicco's 516 So. "I" St.	Chairman: R. Moon	Thursday 7:30 p.m.	*11	*8	5	3	7	5
1117	WASCO Bob's Place 221 "F" St.	Chairman: D. Barraza	Monday 5:00 p.m.	8	12	9	*7	*4	9
1118	CRANE VALLEY Sierra Sky Ranch Highway 41 Oakhurst	Chairman: R. Newton	Wednesday 7:30 p.m.	3	7	4	2	6	4
1119	BALCH Rec. Hall Balch Camp	Chairman: T. Moore	Tuesday 5:30 p.m.	9	13	10	8	12	10
1120	SELMA El Conquistador Restaurant	Chairman: Tom Thomas	Thursday 5:00 p.m.	11	8	12	10	14	12
1121	COALINGA Cherokee Lanes Jayne & Merced	Chairman: **D. Mills	Tuesday 5:00 p.m.****	9	13	10	8	12	10
1122	MERCED IRRIGATION DISTRICT Pine Cone Coffee Shop 2000 E. Childs	Chairman: M. Higgins	Thursday 7:30 p.m.	*18	*15	12	10	14	12
1123	MERCED Pine Cone Coffee Shop 2000 E. Childs	Chairman: D. Mayo	Wednesday 7:30 p.m.	10	14	11	9	13	11
1124	LOS BANOS Wool Growers Inn 609 "H" St.	Chairman: Tom Hunt	Wednesday 5:00 p.m.	17	14	11	16	13	11
1125	HELMS***** Helms Rec. Hall	Chairman: R. Cheney	Tuesday 5:30 p.m.	9	13	10	8	12	10
1126	BAKERSFIELD CLERICAL The Labor Hall 200 W. Jeffrey	Chairman: To be elected	Wednesday 7:30 p.m.	10	14	11	9	13	11
Coast Valleys									
1211	SALINAS American Legion Hall 14 W. Laurel Dr.	Chairman: J. Delsman	Tuesday 5:00 p.m.	9	6	3	8	5	3
1212	MONTEREY Two Guys From Italy 2030 Fremont St.	Chairman: G. Carlsen	Wednesday 5:15 p.m.****	24	21	18	*24	20	18
1214	MOSS LANDING Moss Landing Marine Lab	Chairman: K. Markoe	Thursday 5:00 p.m.	11	8	5	10	7	5
1216	SANTA MARIA Vandenberg Inn 1316 So. Broadway	Chairman: C. Bartlett	Wednesday 5:00 p.m.****	17	14	11	16	13	11
1217	PASO ROBLES Paso Robles Inn 11th & Spring St.	Chairman: J. Taylor	Tuesday 5:00 p.m.	16	13	10	15	12	10
1218	MONTEREY PENINSULA TV Two Guys From Italy 2030 Fremont St.	Chairman: P. Gaudoin	Tuesday 7:00 p.m.	23	20	17	*23	19	17
1219	HOLLISTER Paine's Restaurant 421 East	Chairman: J. Johnson	Wednesday 5:00 p.m.	10	7	4	9	6	4
1220	DIABLO CANYON San Luis Bay Inn Avila Beach	Chairman: **W. Wellman	Monday 5:00 p.m.	15	12	9	14	4	9
1221	SOLVANG ***** Valley Hunter 350 E. Hwy 246	Chairman: Gary Uratsu	Thursday 5:00 p.m.	18	15	12	*17	14	12
Pipe Line									
1311	BARSTOW V.F.W. Club Rm. 25214 W. Main St.	Chairman: **C. Ebersohl	Wednesday 5:00 p.m.	3	7	4	2	6	4
1312	NEEDLES Eagles Club Front St.	Chairman: C. Rowen	Thursday 5:00 p.m.	*2	*6	5	3	7	5
Santa Clara									
1411	CITY OF SANTA CLARA Fiorello's Pizza 2230 El Camino Santa Clara	Chairman: Bill Hazard	Thursday 5:30 p.m.	11	8	12	10	14	12

				Jul	Aug	Sep	Oct	Nov	Dec
San Jose									
1501	SAN JOSE, CLERICAL Fiorello's Pizza 2230 El Camino Santa Clara	Chairman: B. Brill	Tuesday 6:00 p.m.****	2	6	3	1	5	3
1511	SAN JOSE, PHYSICAL Fiorello's Pizza 2230 El Camino Santa Clara	Chairman: R. Fitzpatrick	Tuesday 8:00 p.m.	2	6	3	1	5	3
1512	BELMONT Round Table Pizza*** 1030 El Camino	Chairman: **Ron Field	Wednesday 5:30 p.m.****	10	14	11	9	13	11
1513	SANTA CRUZ Adolph's 525 Water Street Santa Cruz	Chairman: Art Ganza	Wednesday 7:00 p.m.	3	7	4	2	6	4
1515	GILROY Watsonville Fed. Savings 801 "I" St.	Chairman: D. Mayberry	Tuesday 7:00 p.m.	16	20	17	15	19	17
4411	DAVEY TREE-LAS VEGAS Local 357 4321 E. Bonanza Las Vegas, NV	Chairman: R. Freeman	Wednesday 7:00 p.m.	17	21	18	16	20	18
4412	DAVEY TREE-APTOS Old Country Pizza #1 Post Office Drive Aptos	Chairman: K. Smith	Wednesday 7:00 p.m.	17	21	18	16	20	18
4414	DAVEY TREE IBEW Local 1245 3063 Citrus Cir. Walnut Creek	Chairman: **B. Christensen	Thursday 5:30 p.m.****	18	15	19	17	21	19
City of Oakland									
2211	OAKLAND GENERAL The Flanker 45 Hegenberger Loop	Chairman: R. Murphy	Thursday 5:00 p.m.	*11	1	5	3	7	5
East Bay									
2311	OAKLAND Edgewater- Hyatt House 455 Hegenberger Rd.	Chairman: J. Graham	Tuesday 7:00 p.m.	2	6	3	1	5	3
2314	HAYWARD/FREMONT *** The Office 3575 Peralta Blvd. Fremont	Chairman: **John French	Wednesday 6:00 p.m.	10	14	11	9	13	11
2315	LIVERMORE Eagles Hall 527 N. Livermore Avenue	Chairman: L. Adams	Thursday 7:00 p.m.	4	1	5	3	7	5
2316	CONCORD I.B.E.W. Local 1245 3063 Citrus Cir. Walnut Creek	Chairman: D. Hoyer	Thursday 7:30 p.m.	11	8	12	10	14	12
2317	ANTIOCH Moose Lodge 4th & H Street	Chairman: T. Hessler	Tuesday 7:00 p.m.	9	13	10	8	12	10
2301	EAST BAY CLERICAL Holiday Inn 1800 Powell St. Emeryville	Chairman: M. Kizzee	Wednesday 6:00 p.m.	10	14	11	9	13	11
San Francisco									
2401	SAN FRANCISCO CLERICAL Sheraton Palace Market & New Montgomery	Chairman: G. Wynn	Wednesday 5:30 p.m.	10	14	11	9	13	11
2412	SAN FRANCISCO *** Red Chimney Stonestown	Chairman: S. Lee	Wednesday 5:30 p.m.****	3	7	4	2	6	4
Stockton									
2511	STOCKTON Ed Stewart Post #803 3110 North West Lane	Chairman: Roy Moore	Thursday 7:30 p.m.	11	8	12	10	14	12
2513	JACKSON Native Sons Hall Court Street	Chairman: W. Johns	Tuesday 7:30 p.m.	*12	6	3	1	5	3
2514	TRACY Norms Pizza Parlor 2227 Tracy Blvd.	Chairman: R. Kerr	Tuesday 5:00 p.m.	9	13	10	8	12	10
2515	MODESTO Sundial Lodge 808 McHenry, Rm. #138	Chairman: **Darrel Gilbert	Wednesday 7:30 p.m.	10	14	11	9	13	11
2516	LODI Carpenters Hall Local 1418 15417 North Lower Sacramento Road	Chairman: **Donna Clift	Wednesday 7:30 p.m.	3	7	4	2	6	4
2518	MODESTO IRRIGATION DISTRICT Sundial Lodge 808 McHenry, Rm. #138	Chairman: D. Pittman	Thursday 7:30 p.m.	11	1	5	3	7	5

				Jul	Aug	Sep	Oct	Nov	Dec						
2519	SO. SAN JOAQUIN IRRIGATION DISTRICT 11011 E. Hwy 120 Manteca	Chairman: Bob Geer	Wednesday 6:00 p.m.	17	21	18	16	20	18						
Pacific Gas Transmission															
3021	SANDPOINT 3500 Selles Rd. J & M Ranch	Chairman: W. Miller	Wednesday 5:00 p.m.	24	28	25	23	*	*						
3023	WALLA WALLA Jack's Fountain c/o Book Nook Main Street	Chairman: L. Thomas	Wednesday 7:00 p.m.	10	14	11	9	13	11						
3024	REDMOND Pietro's Pizza 413 W. Glacier St.	Chairman: T. Touchon	Tuesday 7:00 p.m.	9	13	10	8	12	10						
Humboldt															
3111	EUREKA Labor Temple 9th & "E" Streets	Chairman: J. Russell	Tuesday 7:30 p.m.	9	13	10	8	12	10						
3112	GARBERVILLE Fireman's Hall Locust Street	Chairman: T. Hensley	Thursday 5:00 p.m.	11	15	12	10	14	12						
3113	WILLOW CREEK *** Donald's Pizza May Fair Avenue	Chairman: W. Skoonberg	Wednesday 5:00 p.m.	24	28	25	23	*20	*18						
Shasta															
3212	REDDING Hospitality House 532 N. Market	Chairman: S. Fox	Tuesday 7:30 p.m.	2	6	3	1	5	3						
3213	BURNEY Burney Bowling Alley, Main St.	Chairman: R. Trunnel	Thursday 7:30 p.m.	11	*15	12	10	14	12						
3216	TRINITY New York Hotel Weaverville	Chairman: A.W. Wells	Tuesday 7:30 p.m.	9	13	10	8	12	10						
Nevada															
3311	RENO IBEW Hall 2713 E. 4th Street	Chairman: D. Moler	Wednesday 7:30 p.m.	3	7	4	2	6	4						
3312	CARSON CITY Carson Fire Station	Chairman: **H. Landis	Monday 6:00 p.m.	8	12	9	14	11	9						
3313	YERRINGTON Fire Station	Chairman: J. Collins	Tuesday 6:00 p.m.	2	6	3	1	5	3						
3314	SOUTH LAKE TAHOE Moose Lodge	Chairman: S. Poore	Thursday 6:30 p.m.	*11	1	5	3	7	5						
3315	ELY Mt. Wheeler Fire Dept. Mtg. Hall	Chairman: D. Strausburg	Tuesday 4:00 p.m.****	16	20	17	15	19	17						
3316	RENO MANUFACTURING Carpenter's Hall 1150 Terminal Way	Chairman: J. Davis	Thursday 4:45 p.m.	11	*8	12	10	14	12						
3317	WINNEMUCCA Library	Chairman: M. Roper	Tuesday 7:00 p.m.	9	13	10	8	12	10						
3318	ELKO Stockmen's Hotel Elko	Chairman: M. Dykstra	Wednesday 7:30 p.m.	17	21	18	16	20	18						
3319	HAWTHORNE-TONOPAH Coaldale Junction	Chairman: K.Vanderbundt	Monday 7:00 p.m.	22	26	23	28	25	23						
DeSabra															
3412	QUINCY Moons Restaurant Lawrence Street Stone Building	Chairman: N. Adamson	Wednesday 7:00 p.m.	3	7	4	2	6	4						
3417	PARADISE Red Lion Pizza 6011 Skyway	Chairman: B. Lovett	Thursday 7:30 p.m.	4	*8	5	3	7	5						
Drum															
3511	AUBURN Moose Lodge Sacramento & High	Chairman: S. Justis	Tuesday 7:00 p.m.	9	13	10	8	12	10						
3512	ROSEVILLE *** Zorro's 315 Washington St.	Chairman: D. Wojdac	Wednesday 5:00 p.m.	10	14	11	9	13	11						
3513	GRASS VALLEY Nevada County Sportsman Banner Mtn. Trail	Chairman: W. Webber	Wednesday 7:30 p.m.	10	14	11	9	13	11						
Colgate															
3611	MARYSVILLE Petrocelli's 1235 Bridge St. Yuba City	Chairman: **Jim Kuhn	Tuesday 6:00 p.m.	2	6	3	1	5	3						
3613	OROVILLE Eagles Hall 2010 Montgomery St.	Chairman: A. Knudsen	Thursday 6:00 p.m.	*3	*6	5	3	7	5						
				Jul	Aug	Sep	Oct	Nov	Dec						
North Bay															
3711	MARIN COUNTY Sams 209 Third Street San Rafael	Chairman: L. Wood	Thursday 5:30 p.m.	11	8	12	10	14	12						
3712	SANTA ROSA *** Round Table Pizza 421 Stonypoint Rd.	Chairman: H. Stiefer	Tuesday 8:00 p.m.	2	6	3	1	5	3						
3713	GEYSERS West Side Admn. Bldg.	Chairman:	Wednesday 4:40 p.m.	10	14	11	9	13	11						
3714	UKIAH Lu Ann Motel 1340 No. State	Chairman: K. Wilson	Wednesday 7:30 p.m.	*17	7	4	2	6	4						
3715	LAKEPORT West America Bank, Main St., Lakeport	Chairman: **W. Dawson	Tuesday 8:00 p.m.	2	6	3	1	5	3						
3716	NAPA/VALLEJO "Place to be announced"	Chairman: D. Falk	Thursday 7:00 p.m.	*3	1	5	3	7	5						
3717	FORT BRAGG — POINT ARENA Masonic Temple 428 No. Main Fort Bragg	Chairman: D.C. McDonell	Thursday 5:00 p.m.	*18	*8	5	3	7	5						
Sacramento															
3811	SACRAMENTO Mama Mia's 9657 Folsom	Chairman: D. Norris	Tuesday 6:00 p.m.	2	6	3	1	5	3						
3812	VACAVILLE Brigadoon Lodge 1571 E. Monte Vista	Chairman: J. Runswick	Thursday 7:00 p.m.	*18	8	12	10	14	12						
3813	PLACERVILLE The Hoosgow 2864 Ray Lawyer	Chairman: G. Park	Wednesday 4:00 p.m.****	10	14	11	9	13	11						
3814	WOODLAND American Legion Hall Post 77 523 Bush Street	Chairman: **Glenn Cooper	Thursday 5:30 p.m.	*11	1	5	3	7	5						
3011	SACRAMENTO REGIONAL TRANSIT *** Union Hall 1414 - 21st St. Sacramento	Chairman: R. Ruiz	Wednesday 4:45 p.m.	3	7	4	2	6	4						
3911	SACRAMENTO MUNICIPAL UTILITY DISTRICT Dante Club 2330 Fair Oaks Blvd. Sacramento	Chairman: J. Callahan	Wednesday 4:30 p.m.	3	7	4	2	6	4						
3912	FRESH POND (SMUD) Moose Lodge Hwy 50-Frontage Rd., Camino	Chairman: E. Anderson	Tuesday 4:30 p.m.	2	6	3	1	5	3						
3913	RANCHO SECO Community Center Herald Store Herald	Chairman: B. Knox	Tuesday 4:30 p.m.	9	13	10	8	12	10						
3914	HIDDEN VALLEY Hidden Valley Meeting Room	Chairman: **S.Ahern	Thursday 4:00 p.m.	18	8	12	10	14	12						
Citizens Utilities Company															
4012	SUSANVILLE *** Roundtable Pizza 2655 Main	Chairman: D. Darlington	Tuesday 5:30 p.m.	9	13	10	8	12	10						
4013	ALTURAS Rancho Steak House Hwy 299E	Chairman: J. Belle	Wednesday 5:30 p.m.	10	14	11	9	13	11						
4014	ELK GROVE Pizza Barn 8610 Elk Grove Blvd.	Chairman: V.Wolniewicz	Thursday 5:30 p.m.	18	22	19	17	21	19						
4015	BURNEY — C.U.C.C. Sams Pizza Hwy 299E	Chairman: B. Burlison	Thursday 5:30 p.m.	11	*15	12	10	14	12						
4016	REDDING — C.U.C.C. Shakey's Pizza 2600 Churn Creek Rd.	Chairman: V.A. Dabney	Tuesday 5:30 p.m.	16	20	17	15	19	17						
Outside Construction															
4911	OUTSIDE CONSTRUCTION *** 9657 Corner Folsom & Bradshaw Sacramento	Chairman: B. Bronson	Saturday 10:00 a.m.	13	10	14	12	9	14						
4912	OUTSIDE LINE 170 W. San Jose Claremont	Chairman: B. Aldridge	Wednesday 8:00 p.m.	10	14	11	9	13	11						
				Jul	Aug	Sep	Oct	Nov	Dec						
Public Agencies															
***** New Unit										1411 City of Santa Clara					
**** Time Change										2211 City of Oakland					
*** Meeting Place Change										3911 S.M.U.D.					
** Chairman Change										3912 Fresh Pond (S.M.U.D.)					
* Date Change															
Trees										4411, 4412, 4413, 4414, under San Jose					

Advisory Council meets in Reno



Business Manager Jack McNally, left, and contest Judge Stan Jones, Executive Director of the Nevada Employment Security Department, second from right, congratulated Joy Williamson, center, and her parents Ethel and Lynn Williamson.

scholarship awarded

IBEW Local 1245 presented this year's Al Sandoval Memorial Commemorative Scholarship to graduating high school senior, Joy Williamson, Reno, Nevada, for her winning essay on "How Does Organized Labor Impact the Unorganized Work Force?"

Contest judge, Stan Jones, Executive Director of the Nevada Employment Security Department commended Joy for her outstanding essay during presentation ceremonies at May's Advisory Council meeting in Reno, Nevada.

Joy, who attended Robert McQueen High School, is the daughter of Lynn and Ethel Williamson. Her mother is a General Clerk in Accounts Payable at Sierra Pacific, and has been a member of Local Union 1245 for 2½ years. Congratulations, Joy.

How Does Organized Labor Impact the Unorganized Work Force?

By Joy Williamson

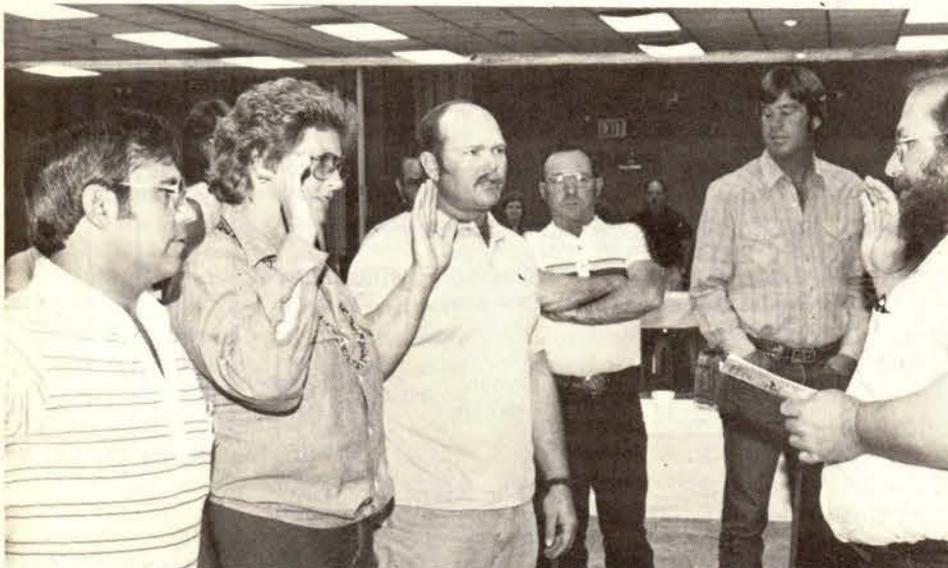
Since before the Revolutionary War concerned workers have been constantly attempting to unionize. Efforts for better working conditions, shortened hours, and higher wages have led to the widespread growth of unions in this country. In the past, establishing a union was very complicated and in some instances it still is today. Opposition from various forces, such as employers and the courts have contributed to the complexity of forming a union. Charged with the responsibility of creating change in the work force, unions continue to grow in size and strength.

When one talks of a union, people naturally assume that those who pay union dues are the only ones to benefit from union goals and activities. This is an inaccurate description of the unions' efforts for job improvements.

If there is a percentage of workers in a firm that belongs to a union, regardless of the size of that percentage their non-union counterparts will receive the same compensation gains that the union members have won. These same union gains can even affect other companies that have no organized labor force. The reason for this being that these companies fearing unionization will develop a package that gives their employees higher wages, better fringe benefits, and better working conditions.

Statistics have demonstrated that organized labor has increased the pay in large firms by ten to twenty percent. These higher wages have entitled the non-union members a chance to remove themselves from the poverty level and to become accustomed to a higher standard of living.

Nevada members at Council



President Howard Stiefer, right, swears in new members, Don Silva, Paula Ramsey, and Grover Day.



Council participants: Mark Abernethy, Stanley Adams, Duane Bartlow, Callender, Grover Day, John DeFreeman, Tom Garcia, Skip Harrell, Frank Locati, Dave Mason, Wilfrid Richard Perry, Paula Ramsey, Hernandez, Don Silva, Tom Smiley, and Gwen Wynn.

How Does Organized Labor Impact the Unorganized Work Force?

By Joy Williamson

Since before the Revolutionary War concerned workers have been constantly attempting to unionize. Efforts for better working conditions, shortened hours, and higher wages have led to the widespread growth of unions in this country. In the past, establishing a union was very complicated and in some instances it still is today. Opposition from various forces, such as employers and the courts have contributed to the complexity of forming a union. Charged with the responsibility of creating change in the work force, unions continue to grow in size and strength.

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If there is a percentage of workers in a firm that belongs to a union, regardless of the size of that percentage their non-union counterparts will receive the same compensation gains that the union members have won. These same union gains can even affect other companies that have no organized labor force. The reason for this being that these companies fearing unionization will develop a package that gives their employees higher wages, better fringe benefits, and better working conditions.

Statistics have demonstrated that organized labor has increased the pay in large firms by ten to twenty percent. These higher wages have entitled the non-union members a chance to remove themselves from the poverty level and to become accustomed to a higher standard of living.

The non-union work force has benefited from the collective bargaining efforts of organized labor in other areas as well. It has seen improvement in insurance coverage, medical compensation, and retirement pay for example. These gains for the unorganized labor force are the direct results of union endeavor.

In addition to wages and benefits, safety regulations and sanitary and health conditions for non-union workers have been upgraded to coincide with those of the union. Some rules and procedures, while not practiced to the same extent for non-union workers, are also duplicated. For instance, it was discovered that in forty-two percent of non-union firms, employers will assure job security for those who have seniority and promotion will be given based on merit only. Even the grievance system comes into play although not as successfully as it is for union members.

In summary, then the question is: How has organized labor impacted the unorganized work force? First, the mere existence of an organized labor force has had a substantial affect on the unorganized segment of labor by causing employers to improve conditions for them as a means of escaping unionization. Secondly, the increases in pay scales won by unions have enabled non-union workers to escape poverty. Third, improved working conditions and benefits won by tough collective bargaining by unions have been applied to the unorganized workers as well. In short, without unions the unorganized workers would have no "champion" to protect their rights.



At left Business Manager Jack McNally, and Executive Board members, Ron Blakemore, Kathy Tindall, Lyman Morrison, Ron Field, Mike Davis, John Callahan, Barbara Symons, and President Howard Stiefer.



Council participants: Mark Abercrombie, Leroy Adams, Stanley Adams, Duane Bartlow, Richard Bidinost, Bob Callender, Grover Day, John Delsman, Clark Fleming, Ron Freeman, Tom Garcia, Skip Harris, Stan Justis, Jay Killgore, Frank Locati, Dave Mason, Wilfred Nunez, Bill Paynter, Richard Perry, Paula Ramsey, Herman Reuther, Will Rodriguez, Don Silva, Tom Smiley, Anne Spencer, Arlis Watson, Gwen Wynn.



Staff members present reports: Senior Assistant Business Manager Corb Wheeler, Roger Stalcup, Orv Owen, Tom Dalzell, and Staff Attc

ork Force?

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Governor receives recognition plaque from Executive Board member, Kathy Tindall. Bottom I, Governor's plaque and r, member Lois Barker, Lynch, meets Governor.



Governor guest speaker at Advisory Council meeting

IBEW Local 1245 was honored to have Nevada Governor Richard H. Bryan as a featured guest speaker at the recent Advisory Council meeting in Reno.

Here is an excerpt of his presentation.

There is in our own state, and I'm sure in California and other parts of the region, legislation that has been proposed in recent years which would, if enacted, set back those of us who have been part of the organized labor movement for many years—and it is a trend which needs to be abated.

"We've got to convince the average legislator that these kinds of legislative proposals are not in the best average of this country. . .

It seems to me that sometimes people who are not part of the movement that you have given your lives to, fail to understand that when it comes to purchasing a home, an automobile, a camper — all the sort of things that keep our economy growing, that you've got to have people out there that have the purchasing power to buy that equipment. You and I know that that cannot come from those folks in our society who live on a minimum wage.

Somehow, the members of the business community need to be enlightened, and there are some in our state, and I'm sure in the states that are represented here, that understand that.

We've had a frontal assault in Nevada on the prevailing wage law — the Little Bacon Davis Act. Now, we've been successful in turning that tide and defeating that bill in its first go-around in the Nevada legislature, and probably we are much more fortunate than you are in California in that in Nevada we only have a legislative session which meets once every two years. . . This happy gathering is visiting down in Carson City, 30

miles from Reno, and one never knows what's going to happen until that final gavel is rung down to end the session. . .

Your cause in organized labor is right and your arguments are forceful and persuasive, but it is going to require some broader-based support in the legislative chambers in the states to make sure that the gains which you have achieved can be retained. . . .

You know, really, the irony of the whole thing that much of the focus of this legislation that is probably directed against labor unions. . . ends up hurting the unorganized worker.

All of you are fortunate enough to be in a position to negotiate a collective bargaining agreement, and your bargaining power is such that you can, by and large in most, if not all, instances, resist those kinds of changes. But it is the great percentage of folks out there in Nevada, and in so many states in the West and around the country who have people that are not a part of a collective bargaining agreement who have no negotiating posture. They're the ones that are ultimately going to be the losers. So in a sense it's ironical that you're on a cutting edge, you're the one that is advocating retention of these laws, urging the enactment of new laws, but by and large, you will not ultimately be the most affected by that. You are, in effect, carrying water for a group of folks that are not in as enviable a position as you are in terms of negotiating these new laws and new agreements."



At left Business Manager Jack McNally, and Executive Board members, Ron Blakemore, Kathy Tindall, Lyman Morrison, Ron Field, Mike Davis, John Callahan, Barbara Symons, and President Howard Stiefer.



ombie, Leroy Adams, Richard Bidinost, Bob an, Clark Fleming, Ron Stan Justis, Jay Killgore, Nunez, Bill Paynter, nan Reuther, Will Rodri- e Spencer, Arlis Watson,



Staff members present reports: Senior Assistant Business Manager Darrel Mitchell; Assistant Business Managers: Ron Fitzsimmons, Manny Mederos, Corb Wheeler, Roger Stalcup, Orv Owen, Tom Dalzell, and Staff Attorney Ann Miley.

Electronic Meter Reading

In late June or early July, the company plans to begin an 18-month program to replace existing meter books with hand-held microcomputers into which Meter Readers will enter their meter reads. The transition, which will begin in the San Francisco Division, is expected to be completed by the end of 1986 systemwide and is expected to increase substantially Meter Reader productivity.

On May 28, 1985, the union and company reached a tentative bargaining table agreement on the limited use of a timing device in the microcomputers on a pilot-program basis during the transition period ending December 31, 1985. The full text of the Letter of Agreement and an explanation of its provisions will be printed in next month's issue of the Utility Reporter, provided that the bargaining table agreement results in an executed Letter of Agreement.

Update: Interim negotiations

Clerical Job Evaluation: Assistant Business Manager Roger Stalcup and his bargaining committee met with the company on June 19, 20, and 25 to review results of the computer analysis of questionnaires filled out by clerical employees throughout the system.

Construction Representative: Efforts to negotiate an agreement delineating bargaining unit work being improperly performed by management Construction Representatives have hit several snags, and so the Union has requested an executive session of the Arbitration Board in Arbitration Case No. 123 with Arbitrator Sam Kagel.

Steam Generation Traveling Crews: Assistant Business Manager Corb Wheeler and his committee met with the company

Standard Practices: Utilization of GC and Contracting Out

The Company has recently implemented revised standard practices governing the policy to be following for the operating regions in utilizing General Construction and on the contracting out of work, as follows:

Utilization of General Construction (Standard Practice 411-2, effective May 1, 1985): This standard practice unequivocally states that, "It is the policy of the Company to fully utilize the available 'General Construction resources on a systemwide basis' to 'perform specialized or remote work and assist the Regions when the demand for Transmission and Distribution construction exceeds the capacity of Regional forces.'"

Ten work conditions which warrant the assignment of T & D work to General Construction are identified, and the respective authority and responsibilities of the Regional Manager and General Construction are spelled out. Additionally, the use of General Construction dock crews is limited to "a short-term expedient work which cannot otherwise be formally assigned."

on June 19 in an effort to finalize an agreement to equalize distribution of traveling time among maintenance employees in the Steam Generation Department.

Steam Generation: Assistant Business Manager Manny Mederos met with his bargaining committee on June 21 and will meet with the Company on July 10. Major issues under discussion include wages

Contracting Engineering — Estimating and Construction Work (Policy Letter, dated April 22, 1985). The revised policy letter states that it is Company policy to contract out transmission and distribution work only when the demands of the job, "exceed the fully utilized capacity of Region and General Construction employees." The Policy Letter requires that, "Every effort must be made to use available resources, including Regional Manpower, General Construction, and the optimum use of overtime and extended workweeks." Only then is work to be assigned to outside contractors. Sections of the Policy Letter include (1) Policy, (2) General Guidelines, (3) Types of Work Suitable for Contracting, (4) Portions of Contractable Work That Should Be Reserved for Completion by Company Forces, (5) Unavailability of Company Construction Forces, and (6) Contracting Entity.

As is reported elsewhere in this newspaper, the issue of contracting out work will be considered by Arbitrator Barbara Chvany in Arbitration Case No. 128.

and application of Section 205 for Operators.

Benefits: Union bargaining committee members were in the Walnut Creek headquarters during the week of June 3. On June 18, Assistant Business Manager Manny Mederos and his committee met with the company committee to exchange and explain bargaining proposals.

Production standards and wage incentive plan

On May 21, 1985, Business Manager Jack McNally executed Letter of Agreement 85-50, establishing production standards and a wage incentive plan for the approximately 113 Utility Machine Operators in the Receivable Accounting Section.

Assistant Business Manager Ron Fitzsimmons, who along with Business Representative Dorothy Fortier and committee members Gloria Burrell and Angela Harper represented the Union in negotiations which led to the Letter of Agreement, reports that the highlights of the agreement include the following:

- Negotiated production standards subject to negotiated revision depending on changes in technology, equipment, or work methods. The standard was implemented on June 2, 1985, with all employees immediately eligible for bonuses.

- An agreement that employees shall have six months in which to achieve 95% of the standard during which time they shall not be disciplined for not meeting the standard.

- Agreed upon grace periods, lower thresholds for incumbent employees, and a procedure by which employees who do not meet the standard can transfer out of the Section.

- An incentive bonus for employees who exceed the standard.

The committee additionally agreed to retain Dr. David Thompson, a Professional Industrial Engineer, to study the physical work environments and work methods and to conduct a time study.

Focus: Shop Steward Jerry Cepernich, Cable Splicer, Folsom Service Center, San Francisco

Jerry Cepernich has been a very active union member throughout his 37 years of service at P G & E.

His strong focus on retirement issues goes back to early 1970s when he and another Cable Splicer, Primo Dente, who's now retired, first developed a six-page document indicating areas they believed the then-existing plan could be improved. "We circulated that document before 1973 bargaining, and we were really disappointed, when none of the items were recognized during bargaining," Cepernich said.

"But with persistence and much hard bargaining during the next go-around when our current Business Manager, Jack McNally, was the Local's spokesman for the General Bargaining Negotiating Committee, many of those original proposals were achieved, and now with con-

tinued persistence, all of the items we'd sought in 1973 are a reality," Cepernich points out.

Cepernich became a Shop Steward while he served in the 1982 General Bargaining Negotiations Committee, and has worked to help resolve issues before grievances have to be filed.

"I feel my initial work on the 1980 Benefits Bargaining Negotiations Committee increased my confidence as a Shop Steward. By participating I learned to be more specific, and I learned to understand the contract better.

"While I served on the 1982 General Bargaining Committee I continued to meet with members at my headquarters for Monday morning briefings, and kept in close contact with my Business Representative to keep on top of any

problems."

Cepernich says he is most proud



of the part he played in preparing the Union's Retirement Planning Guide, which he is still updating. "In the Guide I had to cover a lot of bases to help our members be better informed about planning their retirement—five or even 10 years before they retire."

Cepernich reports that the very best reward in being a Shop Steward is the string of "thank-you's" he's gotten.

"That's felt real good, and I've really enjoyed the opportunity to help so many people," he says, while adding, "I only wish I'd become a Shop Steward earlier."

Cepernich will be able to take full advantage of the retirement plan he has worked so hard to help achieve, when he retires at age 55 in January 1986, leaving behind a job very well done.

ARBITRATIONS

Settlements and decisions

Arbitration Case No. 120

This arbitration involved the right of the company to send employees home during emergency overtime situations when management felt that the employees were, and would be, too tired to work safely. Several cases were consolidated for arbitration, all involving situations in which the employees had worked between 17 and 24 hours in a row before being bypassed for emergency overtime.

On May 20, 1985, Business Manager Jack McNally signed Letter of Agreement 85-61, settling the case, based on the following language:

"The parties recognize that the company's obligation to provide gas and electric services for its customers often causes its physical employees to work overtime. The parties further recognize that safety concerns arise frequently during overtime assignments, particularly during inclement weather. Accordingly, the parties agree to settle Arbitration Case No. 120 as follows:

"1. An employee working overtime pursuant to Titles 212, 208, or 308 of the Agreement has the obligation to inform his supervisor when he is too tired to continue working safely. Except in cases of emergencies (hazard to life or property), the company agrees to accept an individual employee's determination that he is too tired to work safely and to permit such individual to leave work.

"2. If company determines, based on observing objective behavior by an individual employee performing overtime work, that the employee can no longer continue to work safely, the company will send the employee home. The company will not send an employee home for the purpose of circumventing a rest period or increased overtime penalties."

The individual grievances involved in this arbitration were remanded to the Review Committee for disposition in accordance with the settlement. It was emphasized by the parties that the objective determination made by the company under paragraph 2 and the subjective determination made by the employee under paragraph 3 must be reasonable and made in good faith.

Arbitration Case No. 125

This case involved the December 1983 suspension and January 1984 termination of North Bay Lineman Al Simontacchi for allegedly refusing to perform his work assignments. Arbitrator Sam Kagel heard the case on December 13 and 14, 1984, and issued his decision in the case on May 2, 1985, upholding the grievance with respect to the suspension but denying the grievance with respect to the termination.

In the incident which led to the suspension, the grievant declined the company's offer to participate in an emergency overtime PCB cleanup at the Sonoma yard on December 14, 1983. At the arbitration and in its brief, Local 1245 argued that since the grievant was being asked to work emergency overtime, he had a right to refuse that overtime the first time that he was offered the work, regardless of what his reason might be.

Arbitrator Kagel agreed with the union's position, accepting, "the testimony in the record that an employee could refuse on the first round of requests to work emergency overtime without any reason" and ruling that the grievant "had the protection of Section 212 and could properly refuse the work in question."

In the second incident, the company delayed the cleanup of a transformer spill from late evening until late the next morning and assigned the cleanup and change-out to the grievant and his crew at the conclusion of the Local Investigating Committee meeting to discuss the first incident. The grievant refused to perform the work despite laboratory test results showing that the transformer had not contained PCB's or PCB-contaminated oil.

Arbitrator Kagel determined that the grievant did not act reasonably in refusing to clean up the oil spill and change-out the transformer. While recognizing that "one can respect the grievant's beliefs concerning the dangers of PCB's and the fact that he does not want to work in and around situations where PCB's are involved," Mr. Kagel reluctantly concluded that, "that being the case, he cannot fill the position of a Lineman since such work is included within the Lineman's duties." Mr. Kagel also rejected with substantive comment the union's contention that the grievant was set up with respect to the incident which led to his termination.

In his final decision, Arbitrator Kagel ordered the company to attempt to locate an existing vacancy to which the grievant could be reinstated provided that the vacant job did not involve exposure to PCB's. If the company could locate a vacancy, the grievant was to be reinstated without backpay. If the company could not locate a vacancy or the grievant did not accept an offer made by the company, the discharge was to stand.

On May 15, 1985, the company offered the grievant a job as a Utility Clerk/Meter Reader at the Sonoma headquarters, his former work site. On May 29, 1985, the grievant notified the company that its offer was unacceptable, and his discharge thus became final on June 1, 1985.

Arbitration Case No. 120 involves the company's right to send employees home during emergency overtime situations. The parties settled the case on May 20, 1985.

Arbitration Case No. 122 involves the proper rate of pay for travel time at the conclusion of an overtime assignment. The case has been settled by the parties and will be reported in the next issue of the Utility Reporter.

Arbitration Case No. 124 involves the discharge of a Gas Serviceman for allegedly tampering with his gas meter. Briefs were filed with Arbitrator Robert Burns on May 6, 1985.

Arbitration Case No. 125 involves the discharge of a North Bay Lineman for refusal to perform work assignments. Arbitrator Sam Kagel issued his decision on May 2, 1985 as reported in this issue.

Arbitration Case No. 126 involves the discharge of a Machine Operator at the Payment Processing Center for failure to properly manage the flex-time clock and alleged abuse of sick leave. As this newspaper went to press, the parties had conducted further investigation of the case and it appeared that the case would be settled prior to the scheduled arbitration. Details will be reported next month.

Arbitration Case No. 127 involves the application of the formula to calculate additional wage rates for disabled employees placed in a lower classification. The parties settled this case on April 29, 1985. Details will be reported next month.

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

Arbitration Case No. 129 involves the discharge of an East Bay Meter Reader for allegedly "curbing" meter reads. Arbitrator David Conception heard the case on May 2, 1985, and briefs are due on July 11, 1985.

Arbitration Case No. 130 involves the prearranged overtime system in the San Francisco Division. Arbitrator Sam Kagel heard the case on April 24, 1985, and briefs are due on July 11, 1985.

Arbitration Case No. 131 involves the discharge of a North Bay Electrician for purchasing a transformer on his private contractor's license at the request of the company and then reselling the transformer to the company at a profit. Arbitrator Gerald McKay will hear the case on July 10, 1985.

Arbitration Case No. 132 involves the discharge of a Stockton Division Meter Reader for alleged improper actions towards a female customer in a dress shop during work hours. Arbitrator Donald Wollett will hear the case on July 25, 1985.

Arbitration Case No. 134 involves the transfer of overhead T&D employees from the Martin Service Center in the San Francisco Division to 2225 Folsom Street. The parties have not yet agreed upon an arbitrator.

Arbitration Case No. 135 involves a dispute over whether or not the work of maintaining and repairing a zip code presorting machine goes beyond the job definition for Senior Office Machine Repairman. On May 20, 1985, the parties agreed to refer this case back to Ad Hoc negotiations.

Arbitration Case No. 136 involves the discharge of a Shasta Division Service Utility Clerk for allegedly reporting to work with the odor of alcohol on his breath. The parties settled the case on June 10, and details will be covered in the next issue.

Arbitration Case No. 137 involves the discharge of three Belmont Credit Representatives for allegedly "withholding company cash collections, falsification of company records and misuse of company time" and the five-day suspension of one Credit Representative for alleged "falsification of company records and misuse of company time." Arbitrator Barbara Chvany will hear the case on June 27, 1985.

Arbitration Case No. 138 involves a dispute over the proper calculation of the vacation allowance to be paid an employee who resigned in his seventh year of service. The parties have not agreed upon an arbitrator.

Arbitration Case No. 139 involves the discharge of a General Construction Garage Mechanic for refusing an order to be examined and tested by a company doctor to determine if he was under the influence of intoxicating drugs. The parties have not agreed upon an arbitrator.

Training Review replaces Audit for Gas Servicemen

Letter of Agreement 84-127 provides that no discipline should result from the Training Review outlined below. If a hazard or potential hazard is found, the review should identify areas where there is a need for additional training.

As a result of the Company and Union negotiating committee's understanding on March 5, 1985, disciplinary letters in a Gas Serviceman's file on productivity and poor quality audits will be removed from his/her file upon request to their supervisor.

This agreement does not include letters received by Servicemen as a disciplinary action for leaving a hazard prior to the Company and Union agreement on the Gas Serviceman's Training Review. By local Company and Union agreement, this type of disciplinary letter may also be removed.

The Union and Company agree, however, that in isolated, purposeful cases, leaving a hazard may result in discipline.

If you have any questions regarding this change, contact your local Shop Steward or Business Representative.

By Gas Servicemen Committee members

Word reached Local Union Headquarters that the majority of Gas Servicemen were dissatisfied with their jobs.

One major area of dissatisfaction was the Serviceman's audit. Originally, the Serviceman's audit was intended as a training tool, but had deteriorated to a form of harassment and was being used as a disciplinary tool by some PG&E management.

As a result of the 1983 general bargaining, a Union Serviceman's Audit Committee was formed. Members were chosen from candidates submitted from all divisions in the PG&E system.

As a result of committee meetings which began May 21, 1984, basic Audit Committee goals were agreed upon as follows:

- That Servicemen's audits be used for training purposes only, Standardization of G.O. and Division audits
- Servicemen to ride with Auditor in all audits
- Limit number of audits
- Set up training program for the Auditors
- Modify grading system and remove double jeopardy
- Define hazard and potential hazard

At the end of approximately 18

days of committee meetings and five meetings with the Company, the following items have been agreed upon:

Company and Union agreed that since audits are for training purposes, they will be called "Training Review". This Training Review will identify areas where Servicemen may need additional training and will no longer be utilized for disciplinary purposes. Gas Distribution has set up a three-day training school to instruct training reviewers to conduct standardized reviews. It was also agreed that on an experimental basis, in (select) Districts, that Servicemen will accompany training reviewers on all reviews to determine if this will be applied on a system-wide basis, for all reviews.

Company and Union further agreed that a minimum of 200 credits for each service review must be attained before review is complete.

Inconsequential errors such as tag completion or housekeeping will not be assessed errors, but will be noted.

In order for these negotiations and agreed-upon items to be effective, it will be up to all Servicemen affected to insure that all irregularities be promptly reported to their supervisor.



Committee members: includes Assistant Business Manager Ron Fitzsimmons, Business Representative Frank Saxsenmeier, and members; E. Wilson, Tom Gillett, Roy Moore, Mike Woodward, Ron Blakemore, Ron Field, Finlay Boag, and Virgil Burgess.

PACIFIC GAS AND ELECTRIC COMPANY

PG&E + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

April 24, 1985

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, California 94596

Attention: Mr. J. K. McNally, Business Manager

Gentlemen:

Pursuant to the Company and Union negotiating committees understanding on September 7, 1984, this letter cancels and supersedes all other agreements regarding the Gas Serviceman Quality Auditors Manual. The committee agreed to change the title to Gas Serviceman Training Review.

As a result of the 1983 general bargaining, the Company and Union agreed to review the Gas Serviceman Training Review Procedure.

Company and Union agreed, pursuant to Section 600.1, Exhibit VI, to formalize and revise the Gas Serviceman Training Review Procedure and Manual and standardize the reviewing of Gas Servicemen on a system-wide basis as follows.

The Gas Serviceman Training Review Procedure will be used in a positive manner by supervisors and Servicemen to maintain a high level of service to Pacific Gas and Electric Company customers. It is not the intent of the Gas Service Training Review Procedure to be utilized as a disciplinary process; however, recognizing its use as one measure of performance, it may identify areas where there is a need for additional training in the area of Servicemen's work skills and performance.

Further, it was agreed that a committee of equal numbers representing the Union and the Company will be established to audit and analyze an experimental test to be conducted in representative areas of the Company including large and small districts. This test will be conducted to determine the feasibility of having the Serviceman being reviewed accompany the reviewing supervisor during the review of his or her work tags during every review that is being performed on a Serviceman's work tags. The experimental test will run for a period of six months, and the Company and Union committee will analyze the results on a monthly basis. Based upon the results of the experimental test, a decision will then be made as to whether or not this system should be expanded system wide. The committee will commence on the date both Company and Union sign this agreement.

To establish consistency and standardization in the Gas Serviceman Training Review Program, reviewing supervisors will receive formal training in the review procedures. This will be accomplished by having them attend a three-day course at the Gas Servicemen's school, where practicable; or a comparable General Office standardized training program in the division(s).

All reviewing supervisors will have a copy of the Gas Serviceman Training Review Manual in his/her possession during a service review. A copy of the Gas Serviceman Training Review Manual will also be available to Servicemen in every headquarters where Servicemen are headquartered.

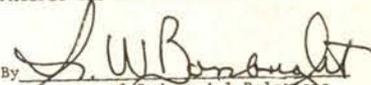
There will be a minimum of 200 credits on each Serviceman reviewed. Servicemen will be encouraged to comment on the review, using the back of the review form regarding the work review at the time of the review.

Company and Union agreed to revisions to the Gas Serviceman Training Review Manual as contained in the attached document.

If you are in accord with the foregoing and the attachment and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Very truly yours,

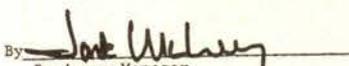
PACIFIC GAS AND ELECTRIC COMPANY

By 
Manager of Industrial Relations

The Union is in accord with the foregoing and the attachment and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

May 23, 1985

By 
Business Manager

Photos by Bill Bronson, Chairman, Unit 4911

Outside Construction crews complete 385' towers at Carquinez Straits

Members in Outside Line Construction recently completed construction of 385-foot, 230kv double circuit towers on each side of the Carquinez Straits in Northern California, near the bridge crossing at Vallejo.

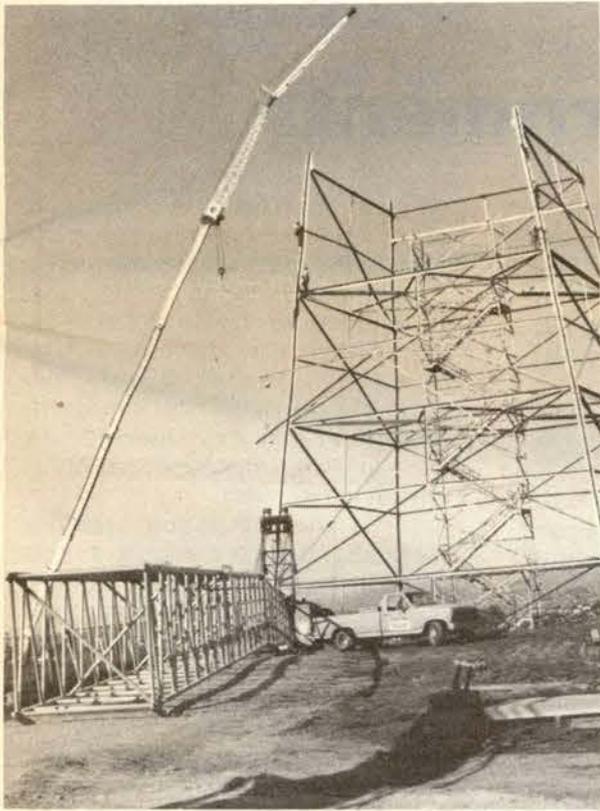
Business Representative Tom Heyl reports that our members did a great job and brought the job in well under schedule for Commonwealth Electric.

"The two towers were completed in just 2½ months, a full month under schedule—and were constructed with steel made in the USA," Heyl said.

Congratulations to our members on a job well done.



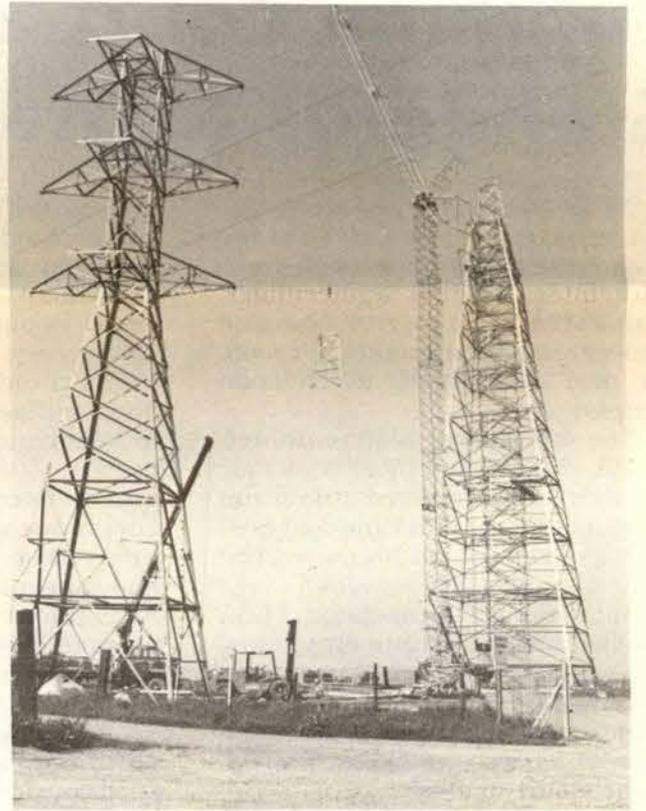
Members setting up tower crane.



Beginning stages of tower erection.



Small crane sets up large tower crane.



Crane lifts a tower body panel.



Crew lifted to top of tower.



Outside lineman works atop 385' tower.



Final piece of steel set.

'1985 Day on the Delta'

By Bob Martin, Antioch Unit Chairman

The "1985 Day on the Delta" Poker Run, presented by Antioch Unit 2317, was held on May 18. A total of 324 hands were purchased with the participants going to Tower Park Marina, Spindrift Marina, King Island Resort, Herman and Helen's Marina, and Moore's Riverboat, to pick up their poker hands.

Activities for the day included fishing, water skiing, sightseeing, picnicking—and getting lost on the river.

The Poker Run concluded at Brannan Island State Park where beans and hot dogs were served.

Poker hand winners in the men's category were Dale Kaupanger, Kevin Kelley, Bob Brown, Ray Benavidez, Burt Jeffery, and Mike Baker.

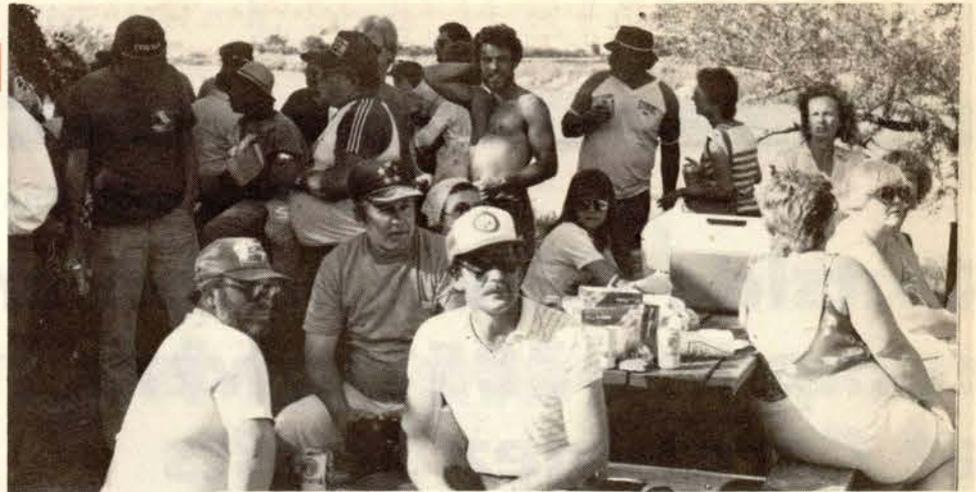
The women's winners were Deb-

bie Fry, Loretta Corry, Lois Smith, Jill Fry, Char Cordes, Teresa Bell, and Judy Kelley.

The children's winners were Darrold Withrow, Kevin Williams, Erica Pate, Brian Baker, Jerry Nelson, and Deena Reed.

In addition to winning poker hands, many people took home ramp raffle prizes generously donated by local merchants.

The Poker Run committee members were Bob Martin, Jim Poindexter, Al Reed, Dale Kaupanger, Charlie Payne, Rosa Payne, Jim Duncan, Jim Poindexter, Jr., Buddy Acumpora, Sam Sagundo, Fred Martinez, Dan Conway, Burt Jeffery, and Dave Bowman. Committee members are looking forward to another successful event next year.



Picnicing fun ...



Dale Kaupanger and Al Reed.



Raffle drawing.

Supreme Court applies Fair Labor Standards to State and local governments

As of February 19, 1985, the Supreme Court has extended the Fair Labor Standards Practice to cover all State and local government employees. Thus, overtime pay and other requirements either will soon, or may now, apply to all such employees.

The Fair Labor Standards Act, FLSA, was created by Federal Law in 1938 and provided minimum wage payments and time-and-one-half in cash for all hours worked over 40 hours in one week.

At the time of its inception, FLSA applied only to private employers, but was amended in 1966 to extend coverage to public hospital and educational institutions, an extension which was upheld by the Supreme Court in 1968.

However, in 1974, when Congress extended FLSA to cover the states and their subdivisions, the Supreme Court found such extension

unconstitutional in its 1976 decision of *National League of Cities vs. Usury* by a five to four vote, the court held that application of FLSA would impinge too much on State sovereignty.

The deciding vote was cast by Justice Blackman, who explained in his separate decision that had the decision of Federal power been an area of concern to him, for example environmental or age discrimination rather than minimum wage and overtime, that he would have had little trouble in finding the extension constitutional.

In *National League of Cities*, the court set a complex standard to determine whether FLSA could apply to a government entity based on such considerations as whether the work in question involved a traditional government function or whether there was an over-riding Federal interest.

The standard proved difficult to apply in practice. In 1979, the San Antonio Metropolitan Transit District appealed a determination by the Department of Labor that the authority was "not constitutionally immune from FLSA" under the *National League of Cities* standard. The case worked its way to the Supreme Court where the court, in *Garcia vs. San Antonio Metropolitan Transit District*, took the opportunity to overturn its previous holding in *National League of Cities*.

The decision was issued on February 19, 1985. In the new five and four decision, Justice Blackman, now writing the majority decision, the court held that State sovereignty was adequately protected by the Federal system and that the *National League of Cities* standard was too difficult to apply.

The *Garcia* holding leaves State

and local governments required to apply FLSA to their employees, but leaves many questions unanswered.

One major question is when does the act become effective. Three options under the discussion are: When the Supreme Court decides a date for retroactivity; when the new regulations are in place; or the date of the decision, namely February 19, 1985.

Unless the regulations change drastically, however, requirements will include the payment of cash for overtime in lieu of compensatory time off or no pay, overtime pay at a rate of one-and-one-half times the regular rate, which must include all bonuses and premiums, and accurate record keeping for all employees. Administrative, managerial and professional employees are exempt from FLSA. Other specific job descriptions may also be exempt.

Golf Tournament nears

★ LOCAL 1245 GOLF TOURNAMENT ★
AUGUST 10, 1985 - 10:45 a.m.
SAN RAMON NATIONAL GOLF AND COUNTRY CLUB



Wilberta Skinner "C" clerk, San Francisco, General Office won the recent golf tournament raffle for a portable TV.

DON'T MISS OUT! GET YOUR NAME AND MONEY IN NOW!

DEADLINE IS JULY 10, 1985

FEE: \$25 - NO REFUNDS

-Carts not included with the \$25 fee-
-If you wish a cart or a guest, check below-
(Foursomes are not necessary)

Print clearly

	Cart	Guest
1. Name Address Phone	()	()
2. Name Address Phone	()	()
3. Name Address Phone	()	()
4. Name Address Phone	()	()

Starting times will be mailed back to you
Make checks payable to: LOCAL 1245 GOLF TOURNAMENT
CLIP AND MAIL TO
LOU ANZALODO/GOLF TOURNAMENT
35524 Cleremont Drive
Newark, CA 94560
Phone: 415-793-0677