

UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO



PG&E FIELD REP

Union, Company agree on duties

By Assistant Business Manager
Ron Fitzsimmons

The opinion and decision in Arbitration Case No. 123 reads in part, "The Union and Company shall meet immediately to agree on a specific identification of unit work that shall not be assigned to construction representatives." After several meetings between Union and PG&E, Letter of Agreement 85-95 has been signed.

A 30-page Contract Compliance Manual has been agreed to that identifies the duties assigned to a "Field Representative." By definition, a "Field Representative" is an appropriate bargaining unit employee assigned to inspection work in either Gas or Electric Distribution Facilities when contracted by PG&E.

The manual also sets guidelines for the Field Representatives to follow in the areas of contracts, PG&E Rights, Safety and Environmental Requirements, Contract Changes, Contract Administration, Approval of Invoices, and Job Documentation.

At the August 5, 1985 meeting, discussion on safety issues centered around the responsibility of the Field Representative enforcing all safety regulations. The following paragraphs taken from the manual should explain the representatives responsibilities:

1.4 Safety and Environmental Requirements

1.4.1 Safety; 1.4.1.1; It is anticipated that the Contractor will conduct his operation so as to conform within the applicable rules and regulations regarding work practices. The Field Representative is not under the obligation to act as an agent of the State or local agency nor to report violations to the respective enforcement bureaus. The Field Representative must, however, inform the Contractor in writing when labor and work practices are in violation of the safety rules established by the terms of the contract. The Field Representative must log the fact such a notification was made in the Daily Inspection Report and forward a copy of the notice to the Contractor and the construction supervisor.

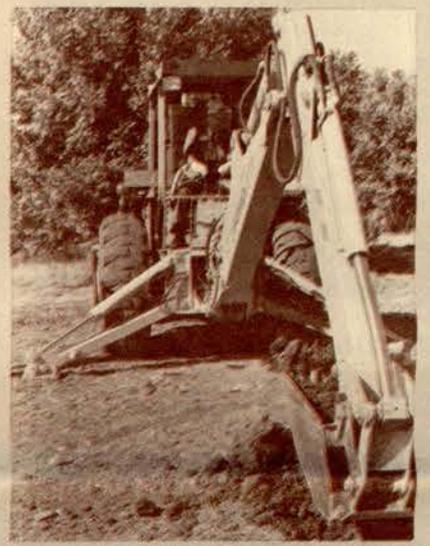
See PAGE NINE

NEW TRAINING CENTER

Business Manager McNally at Ground Breaking



Business Manager Jack McNally recently attended ground breaking ceremonies for a new PG&E training center in San Ramon. Above, McNally left, and John Cooper, PG&E's senior vice president for personnel, look at a model of the new facility. Upper photo, member Bob Daniels, Equipment Operator, Livermore, instructs Cooper in the basics of backhoe operations in preparation for the official ground breaking.



See PAGE TEN

LOCAL CHALLENGES SHASTA DAM PUD

Superior Court Judge orders arbitration in member's discharge case

On Monday, July 29, 1985, Business Representative Rich Hafner, Staff Attorney Tom Dalzell, and Local 1245 member Jim Mangrum appeared in the Shasta County Superior Court in Redding for a hearing on Local 1245's lawsuit against the Shasta Dam Area Public Utility District to force the District to accept a grievance challenging the discharge of Brother Mangrum in April while he was on

the Workers' Compensation payroll.

Local 1245's Memorandum of Understanding with the District provides for final and binding arbitration, yet the District refused to accept a grievance testing the discharge on the grounds that the Management Rights clause of the agreement vests the right to discharge in the District, and precludes grievances on the subject. To force the District to accept

the grievance and take the matter to arbitration, Local 1245 was forced to file a Petition to Compel Arbitration.

On August 1, 1985, Superior Court Judge William Lund issued his ruling on the matter, sending the case to arbitration. The progress and results of the arbitration will be reported in future issues of this newspaper.

Electronics industry slow down results in large layoff at Lynch

Local 1245 was notified that the Company laid off 74 bargaining unit employees because of a lack of work. The lay offs took effect at the end of the work day on Friday, August 2, 1985.

The lay off affects employees with nine plus years, but less than 10 years seniority with the Company.

Local 1245 has scheduled meetings with laid-off members to assist them in receiving benefits that are available under State pro-

grams and to further assist them during this lay-off period.

The Company advised Local 1245 that they currently have \$4 million worth of unsold products in inventory. The Company further stated that they are expecting that as soon as their new product, System 300, goes into production, that laid-off employees will be contacted to return to work.

When Assistant Business Manager Orville Owen asked for a time

table, the Company stated they expected to have laid-off employees back to work before the end of this year.

It appears that Lynch Communications is experiencing the same problems that electronic manufacturing companies in the Silicon Valley of Santa Clara have been facing for the past year—a stockpile of large inventories of unsold merchandise, Owen pointed out.



YOUR LEGAL RIGHTS

Neyhart, Anderson, Nussbaum, Reilly & Freitas, P.C.

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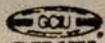
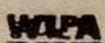
Ron Field

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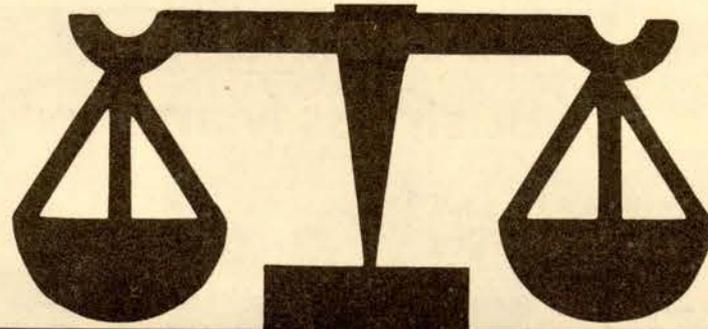
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Contributing writers: Tom Dalzell, Staff Attorney; Assistant Business Manager Ron Fitzsimmons and Julian Sum, Industrial Hygienist.



Worker's Compensation protections

By Joan Foster

In the last article in the "Utility Reporter" I discussed the going to-and-from work rules under Workers Compensation laws. In this article I will cover the other areas that protect you under Workers Compensation law. These are the special errand rule; furnishing transportation by the employee, and the bunkhouse rule.

The *special errand rule* covers the time when the employee is sent on an errand or given a special assignment by his employer. This activity is considered in the course of employment, including necessary and incidental functions. As long as the employer has knowledge of the activity and either expressly or impliedly assents, the errand is covered under Workers Compensation. For example, an errand for the employer on the way home or during time outside of work hours would be covered.

Another special assignment situation is when an employee is subject to special call; here the major fact of his or her movement in compliance with that call is the errand on behalf of the employer. The injury may occur

at the beginning or end of the activity. Where a special request increases the risk of travel because of an unusual hour, an injury during the travel is compensable. Even the extension of a worker's regular shift is in the nature of a special assignment, and if such an extension involves increased danger for the employee in his or her commute home at a late hour, a subsequent injury will be compensable.

The next area to be discussed is the *transportation rules*. Many Local 1245 members use company trucks or are required to furnish their own transportation for use during work. Is an injury arising out of that use compensable?

When the employer furnishes an employee with transportation to-and-from work, the employee has the protection of workers compensation law. Transportation may be by furnishing a company car or truck or payment of mileage. A requirement that an employee furnish transportation for use during regular work hours brings the travel to and from work into the area of employment. Even an injury

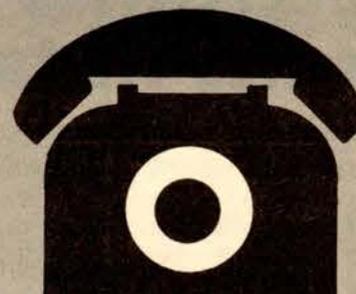
resulting from use of other transportation because the car designated by the employer malfunctioned is compensable. And use of a carpool plan encouraged by the employer is compensable as well.

Last to be discussed is the *bunkhouse rule* which would apply to 1245 members such as General Construction employees or irrigation district Ditch Tenders whose housing is provided by their employers. Any injury occurring while an employee is making reasonable use of the premises is covered by workers compensation laws-even purely personal activity outside regular work hours.

In any of these three areas, if an employee is injured during a substantial deviation from his or her assigned duties, he or she might not be entitled to workers compensation benefits. Although the courts will resolve any doubts in favor of the employee, this is a gray area of the law and it is best for anyone suffering an injury in any of the situations discussed above to contact his or her Business Representative and a workers compensation attorney.

Legal Questions ?

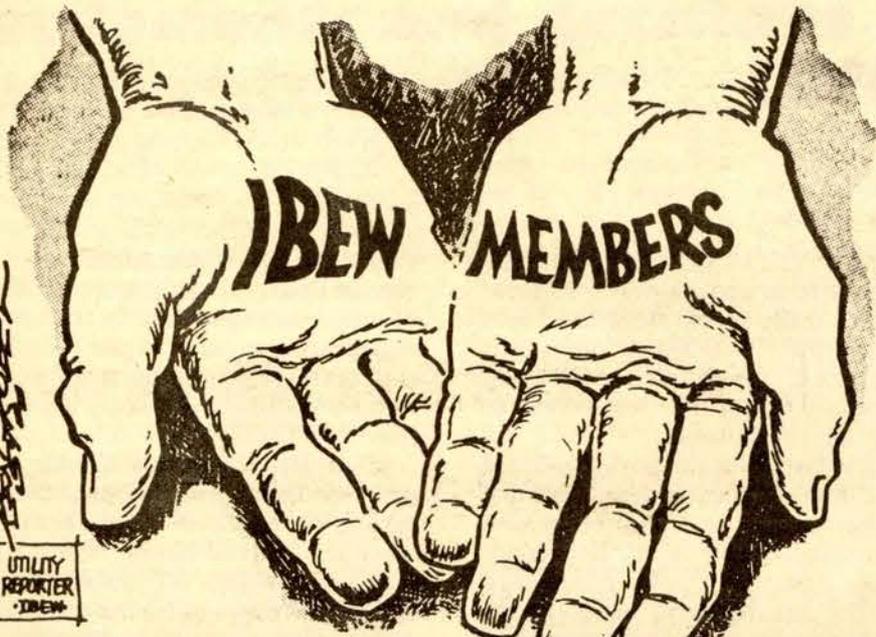
Contact IBEW Local 1245's
Legal Service Plan



In California
(800) 652-1569

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(702) 358-1086

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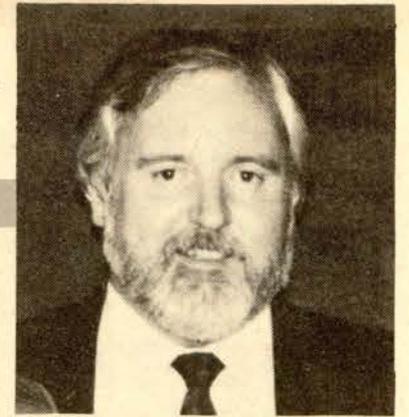
LABOR DAY

***** 1985 *****

POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



UTILITIES TODAY

New industry requirements bring vast changes

In 1974 the Organization of Petroleum Exporting Countries decided to drastically increase the price of oil to the United States. As a result, a shortage of oil allegedly occurred, and gas and oil prices skyrocketed. Most of us remember gasoline prices that shot up from 35¢ per gallon to over \$1.40 per gallon while waiting in long lines to fill the gas tank.

This also started the increase in gas and electric bills to the utility rate payers. When large increases in rates were granted by the PUC there were huge outcries, and politicians all over the country introduced legislation aimed at stopping or rolling back utility bill increases. Most of the proposed legislation was not well thought out and eventually was killed.

The 1974 shortages did point out that the United States was to a large degree dependent upon the Middle East for oil. People questioned how that could happen and what could be done about it.

All the so-called experts said that for the short run, conservation should be encouraged, and the development of renewable resources such as wind, solar, and hydro would be the answer for the long run.

The problem was how to change the public's attitude toward indiscriminate use of energy, to one of conservation. Also, how to encourage the development of renewable resources.

Incentives were established for consumers to insulate their homes and tax breaks were provided for those who installed solar equipment. The Public Utilities Commission revised rate structures to charge more for higher usage rather than cheaper rates for higher use. Utilities were required to promote conservation. "... Don't use our product," became a theme, rather than product promotion which is considered good business in a competitive market place.

In the meantime, Congress reacted to the Middle East oil crisis, and the perceived natural gas shortage by enacting a group of energy acts in 1978. These acts are under a general act called the National Energy Act.

The National Energy Act encourages the construction and use of cogeneration facilities as a means of promoting the conservation of nonrenewable resources. It also encourages the development of "small power producers" utilizing renewable fuels.

The Public Utility Regulatory Policies Act of 1978, which is included under NEA, exempts cogenerators and small power producers from many of the regulatory rules imposed on utilities. Further, PURPA requires utilities to purchase excess electricity generated by qualifying cogenerators and small power producers. These requirements have resulted in utilities being forced to pay a pre-set dollar amount for purchasing electricity.

The incentives of the National Energy Act have produced many unregulated small producers who have built small hydro plants and wind generators. Commercial and industrial firms are building cogenerating facilities to run their plants and sell excess electricity to the utilities.

The Fuel Use Act, which again is under the blanket of the NEA, prevents utilities from building new plants using natural gas and oil, but now allows the use of these fuels by cogenerators. With the apparent natural gas surplus many cogenerating units are being built with natural gas as the fuel.

The shakedown of the National Energy Act, the development of unregulated free enterprise generation of energy, and deregulation is beginning to take its toll on utilities.

The laws are forcing regulated utilities to compete with unregulated entrepreneurs in the energy business. Utilities will have to meet this challenge if they are to survive as we know them today.

Today's notion that "deregulation creates competition which produces cheap prices which in turn will bring relief for rate payers" is questionable. The deregulation of the airlines has not cut fares or stabilized them. The deregulation of the telephone industry is a mess. It appears that long distance calls will be cheaper, but you may end up not being able to afford the phone service to make those calls.

The National Energy Act of 1978 and deregulation were reactions to the oil crisis and a perceived national gas shortage that occurred in 1974-75. The National Energy Act promotes conservation of nonrenewable resources and the utilization of renewable fuels. It appears in reality to promote cogeneration and not save energy.

Utilities are in a critical period, changing and adapting to a volatile environment, while as a nation we have no clear energy policy.

In Unity—

Jack McNally

APPOINTMENTS

PACIFIC GAS AND ELECTRIC COMPANY

General Construction Expenses (Per Diem) Committee

Floyd Farmer
John Edwards
Arol S. Rodriguez

Steam Generation Traveling Crew Committee

John P. Garland

Switching and Clearance Committee

Yoshiko Ball

CENTRAL LABOR COUNCILS

NORTHERN NEVADA

Mack Wilson

CONFERENCES AND CONVENTIONS

Fourth Annual Western Regional Summer Institute for Union Women

Gwen Wynn
Diane Wood
Donna Dito
Grace Coyle
Paula Ramsey
Barbara Cook
Marsha Barker
Dorothy Fortier
Barbara Symons
Patricia L. Friend

By Juliann Sum, Industrial Hygienist

Worker Right-to-know: Update

A major public hearing of the Cal/OSHA Standards Board was held in San Diego on July 25, 1985, to consider adoption of a new worker Right-To-Know standard.

The new standard, entitled "Hazard Communication," is fashioned after Federal OSHA's Hazard Communication standard, but also includes beneficial provisions found in Cal/OSHA General Industry Safety Order 5194, entitled "Material Safety Data Sheets," which is currently in effect. The new standard would require labeling of hazardous substances in workplaces, as well as information for employees in the form of Material Safety Data Sheets.

IBEW Local 1245 Industrial Hygienist Juliann Sum, also a member of the Hazard Communication Advisory Committee to Cal/OSHA, provided testimony in favor of strengthening the proposed standard as follows:

1) **Laboratory workers** outside the manufacturing sector should not be excluded. Shop Steward Bill Montalvo, an environmental protection monitor, provided essential information to Sum regarding the use of hydrazine, strong acids, and strong bases in power plant laboratories. These laboratories have

been covered to date under the current Cal/OSHA standard.

2) The exemption of wood and wood products should not extend to **wood preservatives**, which are hazardous substances. Since EPA and the California Department of Food and Agriculture do not require education of workers who handle treated wood, these workers should continue to be covered by Cal/OSHA, as they have been up to now.

3) **Trade secret** claims must not be allowed to include chemical identity, which can be determined through chemical analysis. Sum

cited a recent U.S. Court of Appeals ruling which struck down Federal OSHA's trade secret definition and a different Cal/OSHA standard which explicitly requires disclosure of chemical identity, regardless of trade secret claims.

IBEW Local 18, the State Building and Construction Trades Council of California, and the Teamsters also testified at the hearing. Representatives from the trucking industry and the fire fighting industry requested to be exempted from certain portions of the standard.

After revision by the Standards

Board, the new standard must be sent to the State of California Office of Administrative Law by the end of September, in order to permit adoption of the state standard before the federal standard goes into effect on Nov. 25, 1985.

Meanwhile, two out of four bills proposed this year to prevent expiration of the state law authorizing worker Right-To-Know remain on legislative floors. Efforts are being made to reach a compromise, to assure that a bill will be passed and signed by Governor Deukmejian.

Health hazards of chemonite poles

We have been informed that PG&E is installing "Chemonite" poles in some areas of the system. "Chemonite" refers to ammoniacal copper arsenite, a wood preservative solution.

The primary hazard associated with handling and climbing Chemonite poles is that of exposure to arsenic trioxide in the preservative. Arsenic trioxide has been shown to cause lung cancer, lymphatic cancer, and skin cancer in humans. Arsenic compounds are also fet-

toxic (poisonous to fetuses via exposure to mothers) and are considered teratogenic (capable of causing developmental abnormalities in fetuses).

The main routes of exposure would be skin penetration and oral ingestion (if hands are contaminated). Therefore, it is important that workers not eat or smoke with contaminated hands and that family members not be allowed to come in contact with work clothing which may be contaminated with the

preservative.

Because the potential hazards of the two other common wood preservatives, creosote and pentachlorophenol, are also serious, the same recommendations likewise apply.

We are currently in the process of urging EPA and Cal/OSHA to expand their requirements regarding warning labels and health and safety training for workers exposed to preserved wood.

Caution: Don't rely on PCB test kit



Industrial Hygienist Juliann Sum shown with PG&E, Company-issued PCB test kit. The Local Union advises members not to rely on results obtained when using this test kit. Reliable PCB levels should still be obtained through laboratory tests. Above photo shows components used in the kits testing procedure. A certain rate of false negative readings has been demonstrated in industry tests. It is important to recognize that this test is not useful for determining the need for health and safety precautions.



Disposable test kits designed to determine PCB contamination in transformer oil have been made available by PG&E in some areas. The kit is called "CLOR-N-OIL", by Dexsil Chemical Corporation, and consists of a plastic pipette and two plastic tubes containing solution-filled glass ampules. The test causes the oil sample to transform to a particular color, based on the chlorine content.

Information from PG&E and the industry-based Electric Power Research Institute indicates that a small percentage of false negatives may occur. This means that kits show less than 50 ppm PCBs for a particular oil sample, while laboratory tests show greater than 50 ppm for the same sample.

False negatives may occur for the following reasons: 1) Extremely high levels of PCB contamination; 2) Ampules broken in the wrong sequence; 3) Lot No. 196 kits lose effectiveness before expiration date; 4) Color perception problems, or color blindness; 5) Defective caps on buffer solution tubes.

For these reasons, IBEW Local 1245 recommends that members not rely on CLOR-N-OIL tests results in determining the need to take the appropriate precautions for protection against PCBs. Members should assume that any sample of insulating oil is PCB-laden until laboratory tests prove otherwise.



PHOTO: Carol Bedsole

She's the boss... Business Manager Jack McNally, left, and Senior Assistant Business Manager Darrel Mitchell with Florence Burgk, retiring Office Manager. McNally thanked Florence for her many years of dedication to IBEW Local 1245.

Florence Burgk retires as Local's Office Manager

It's a time of mixed emotions around headquarters office in Walnut Creek.

Office Manager Florence Burgk has retired.

We all wish her the very best — but will certainly miss her.

With the Local since 1972, when she was hired as a bookkeeper by Business Manager Jack McNally, Florence has retired so she can, as she puts it, "have plenty of steam left so I can pack a lot of fun and adventures into my life — and spend my leisure time with my husband, Roy."

During her years as Office Manager, Florence worked closely with the Business Manager and Senior Assistant Manager as she coordinated office procedures and supervised 14 employees at the Local Union offices in Walnut Creek, Sacramento and Claremont.

From overseeing changes in office systems — to making sure adequate supplies were on hand — Florence took charge.

"Through all the years I've always known I was employed to serve the members," she said. "When I first came on staff I knew very little about Unions, but learned fast and supported the Union in every way I could," she added.

Her knowledge of Unions grew and she served on OPEIU Local 29's Negotiating Committee when she was a bookkeeper.

As the day of her departure neared, Florence reflected on her years at the Local with great fondness, "I've really enjoyed working for the Union. It was a wonderful learning experience and I learned a lot. It has been a great part of my life," she said.



Florence's husband Roy.



Party cake.



Party goes had plenty of barbecue.



Virginia Browne shares in Florence's reaction to her surprise party.



Florence thanks a friend for sharing in her retirement party.



Sharon Madison presents tribute highlighting Florence's career.



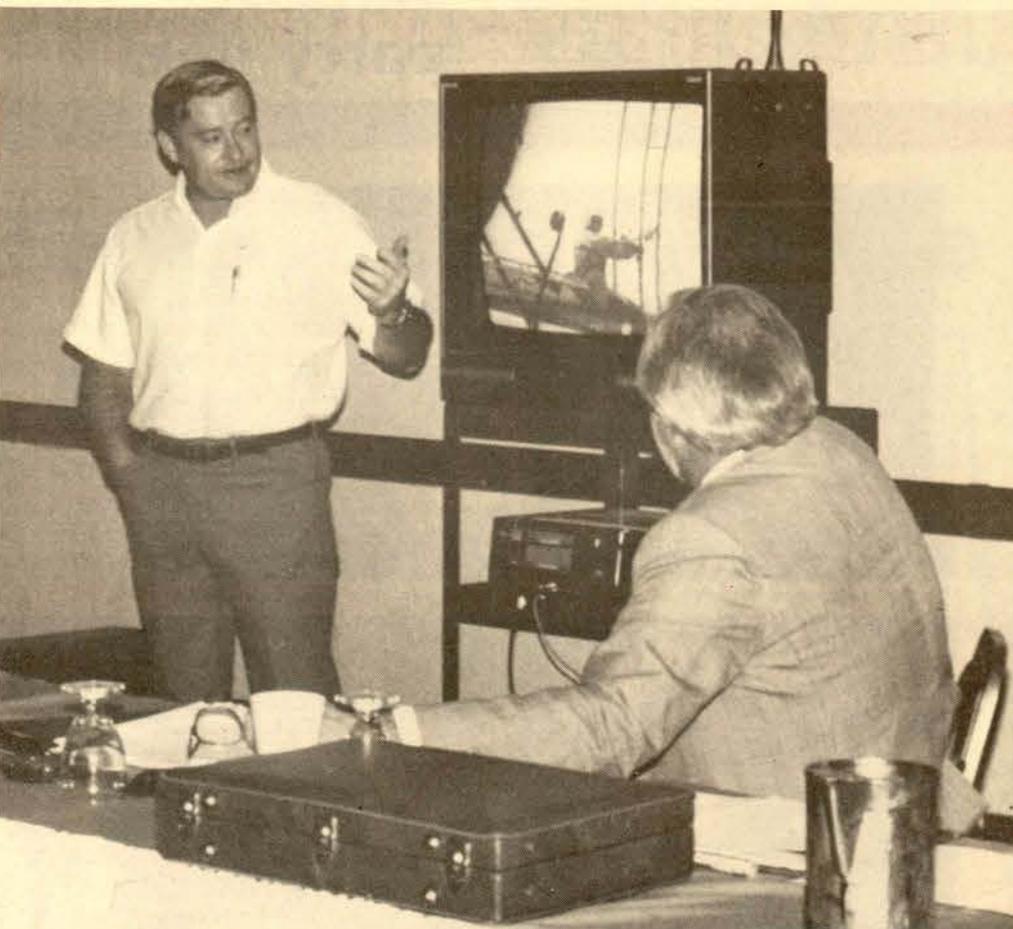
Office staff sings a salute to Florence.



Florence receiving gifts.

PARTY PHOTOS: Mickey Harrington

Advisory Council



Assistant Business Manager Ron Fitzsimmons discusses video presentation.

Current activities in the Local Union and at work sites throughout our jurisdiction were highlighted at August's Advisory Council meeting in Concord.

In his presentation Business Manager Jack McNally encouraged all members to write their Congressional representatives to help protect employee benefits from proposed taxation legislation. He pointed out that individual letters from members will mean a great deal when it comes time for a Congressional vote.

As part of the Business Manager's report, Assistant Business Manager Ron Fitzsimmons presented two informative health and safety videos. One featured spacer changes by helicopter, and another video presentation brought members up to date on the latest medical data on the disease AIDS.

Members present reports



Gwen Wynn.



Leroy Adams.



Frank Locati.



Paula Ramsey.



Dave Mason.



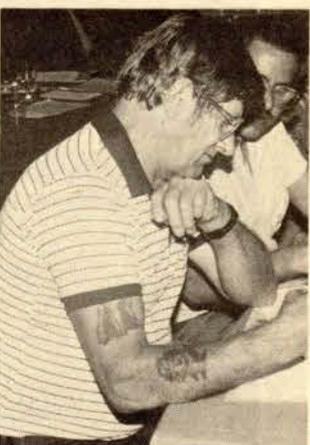
Jay Killgore.



Ron Freeman.



Rich Perry.



Stan Justis.

Officers



Council participants



Alphabetically: Leroy Adams, Mark Abercrombie, Duane Bartlow, Rich Bidinost, Bob C Tom Garcia, Skip Harris, Stan Justis, Jay Killgore, Frank Locati, Dave Mason, Jim M Reuther, Anne Spencer, John Tunnell, Larry Wood, and Gwen Wynn.

Advisory Council meets in Concord

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Officers



Staff reports



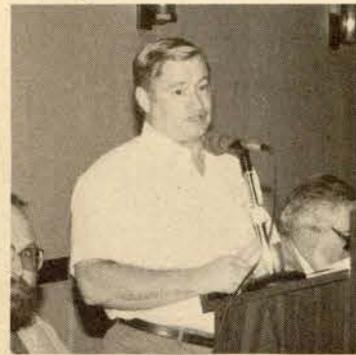
Senior Assistant Business Manager Darrel Mitchell.



Assistant Business Manager Orv Owen.



Assistant Business Manager Manny Medera.



Assistant Business Manager Ron Fitzsimmons.



Tom Dalzell, Staff Attorney.



Assistant Business Manager Roger Stalcup.

Executive Board members . . .
John Callahan, Kathy Tindall, Barbara Symons, President Howard Stiefer, Ron Blakemore, Mike Davis, and Ron Field.

Council participants



Alphabetically: Leroy Adams, Mark Abercrombie, Duane Bartlow, Rich Bidinost, Bob Callender, Grover Day, John Delsman, Paul Felkins, Clark Fleming, Ron Freeman, Tom Garcia, Skip Harris, Stan Justis, Jay Killgore, Frank Locati, Dave Mason, Jim Mitchell, Jack Noble, Will Nunez, Bill Paynter, Rich Perry, Paula Ramsey, Herman Reuther, Anne Spencer, John Trunnell, Larry Wood, and Gwen Wynn.

Guests



Anne Spencer



Linemar Blakemore

New

President

meets in Concord

Staff reports



Senior Assistant Business Manager Darrel Mitchell.



Assistant Business Manager Orv Owen.



Assistant Business Manager Manny Mederos.



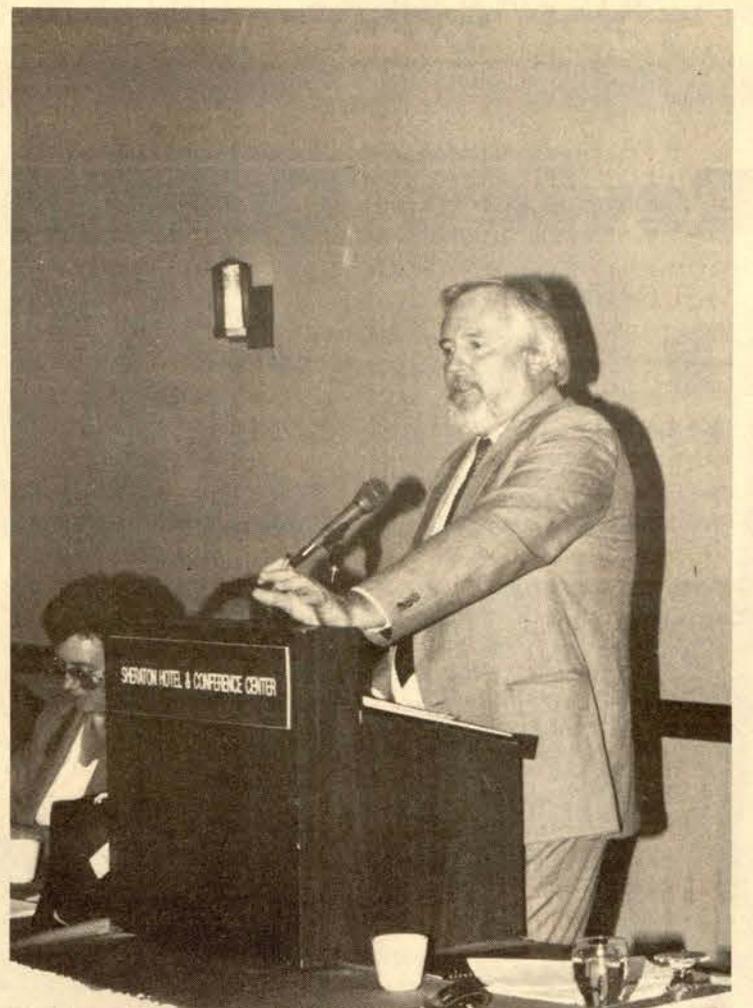
Assistant Business Manager Ron Fitzsimmons.



Tom Dalzell, Staff Attorney.



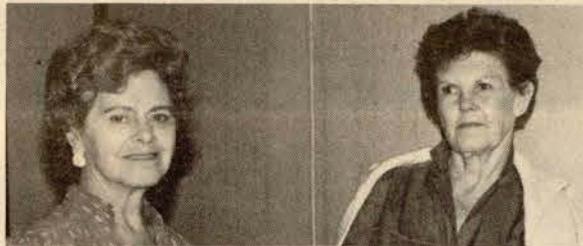
Assistant Business Manager Roger Stalcup.



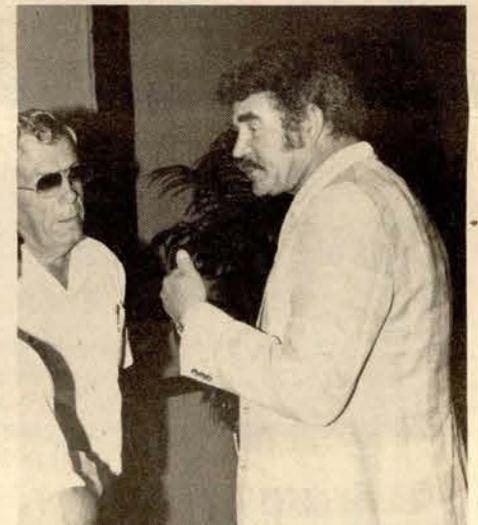
Business Manager Jack McNally addresses Advisory Council.

Executive Board members . . .
 John Callahan, Kathy Tindall, Barbara Symons, President Howard Stiefer, Ron Blakemore, Mike Davis, and Ron Field.

Guests with advisory council members



Anne Spencer with Mary Etta McGuire.



Jay Killgore with Lineman Bud Gray.

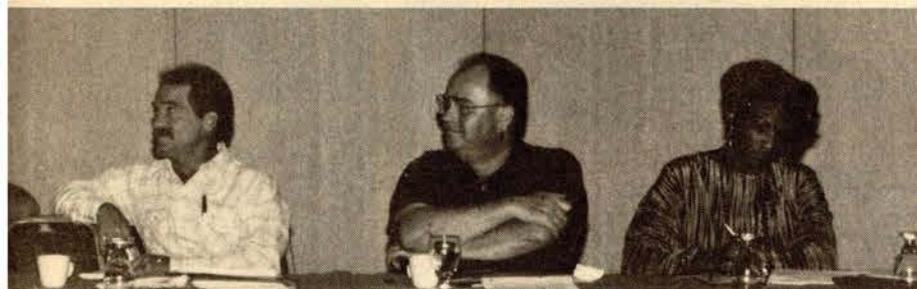


Lineman, Shop Steward Dan Fernandez with Ron Blakemore.

New members sworn in



President Howard Stiefer swears in new members Jack Nobel, John Trunnell and Rich Perry.



Blender, Grover Day, John Delsman, Paul Felkins, Clark Fleming, Ron Freeman, Shell, Jack Noble, Will Nunez, Bill Paynter, Rich Perry, Paula Ramsey, Herman

Review Committee decision

A Review Committee decision in the East Bay recently settled an issue on travel-time pay. Here is a summary of the grievance and the subsequent decision on Arbitration 122.

PG&E
PACIFIC GAS AND ELECTRIC COMPANY
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SAN FRANCISCO, CALIFORNIA 94106
415-781-4211 EXTENSION 1125

REVIEW COMMITTEE

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INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY

Review Committee Decision
East Bay Division Grievance No. 1-1832-83-20
Review Committee File No. 1575-84-10

Subject of the Grievance
This grievance questions the appropriate rate of pay for travel time home which overlaps a rest period.

Facts of the Case
The grievant, an Apprentice Machinist, worked his regular shift from 8:00 a.m. until 4:30 p.m. on Sunday, January 30, 1983. During that shift, he was properly assigned to work prearranged overtime from 12 midnight to 8:00 a.m. on January 31, 1983. The grievant worked the assigned prearranged overtime and was paid at the time-and-a-half rate. At 8:00 a.m., the employee was released for a rest period. The employee's normal work hours for January 31, 1983 were 8:00 a.m. until 4:30 p.m. The employee was given one-half hour of travel time. The Division believed that, since the travel time home overlapped his paid rest period, that the travel time home should be paid at the straight time rate. The Union believed that the employee was entitled to time and a half.

Decision
Company cited Review Committee Nos. 20 and 30 and Subsections 208.11(a) and (c) in support of its position. These subsections state:
(a) There shall be included as part of the eight hours worked at the overtime rate in such 16-hour period any travel time and meal time to which the employee is entitled when emergency or prearranged work is performed *except that any travel time and meal time to which he is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight-hour rest period.*
(c) If the eight-hour rest period in whole or in part overlaps the employee's regular work hours he will receive pay at the straight rate for the extent of the overlap, *except that the time taken during such overlap for any meal to which his is entitled on dismissal shall be paid for at the overtime rate.*
Company's position was that the travel time and mealtime to which an

-2-

employee is entitled upon dismissal is considered part of the eight-hour rest period, for which an employee is compensated at the straight time rate when the rest period overlaps regular work hours. The meal time, however, is specifically excluded from the straight time provision and is to be paid at the overtime rate. Since the travel time is not specifically excluded from the straight time application, Company opined that the grievant was properly compensated.

The Union cited Section 208.12 which states:
208.12. PREARRANGED OVERTIME

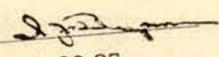
When, at the request of the supervisor in charge, an employee reports for prearranged work (a) on work days outside of his regular work hours he shall be paid *overtime compensation for actual work time and travel time in connection therewith*, provided, however, that if any such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for travel time from his home and for actual work time up to his regular work hours *unless the provisions of Section 208.11 are applicable*; (b) on non-work days or on holidays he shall be paid overtime compensation for actual work time and for travel time in connection therewith. For the purpose of this Section prearranged work is deemed to be work for which advance notice has been given by the end of his preceding work period on a work day.

In addition, the Union related that the results of a survey which they conducted indicated that the practices with respect to this situation are inconsistent.

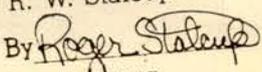
Decision

The Review Committee agrees that, since the employee did not work into or beyond his regular work hours, he is entitled to travel time pay home. Such pay in this case shall be at the time-and-one-half rate (actual adjustment shall be one-half time for 30 minutes). Future cases shall be paid at the overtime rate applicable to the last fifteen minutes worked by the employee. This case is closed.

FOR COMPANY:
M. E. Bennett
F. C. Buchholz
R. C. Taylor
D. J. Bergman

By 
Date 6-26-85

FOR UNION:
P. Nickeson
F. Pedersen
A. Watson
R. W. Stalcup

By 
Date 6-26-85

Interim negotiations and developments

Benefits Negotiations: Assistant Business Manager Manny Mederos reports that the July 30, 1985, meeting between the Company and Union led to a few surprises, including the real possibility of enacting changes which would result in substantial savings to the Company. Further meetings were scheduled for August 8 and 9, and the results of these meetings will be reported in next month's issue of this newspaper.

Steam Generation: Progress in this set of negotiations has been

temporarily slowed down by a Company proposal to trade increases in the Operator wage for reductions in clerical wages in steam plants. Further meetings have not been scheduled, although Mederos expects to meet with the Company again on the subject in September.

Gas Load Center Consolidation: Local 1245 has learned that the Company plans to consolidate its Marysville and Sacramento Gas Load Centers into a single operation in Sacramento, probably next year. The move would result in a slight

reduction of employees, although no lay-offs are anticipated. Details of the consolidation and Local 1245's efforts on behalf of the employees affected by the consolidation will be reported in the Utility Reporter.

Sale of Trinity County Facilities: By letter dated July 8, 1985, the Company set an August 9, 1985, cut-off date for any bids by Trinity County to purchase PG&E's Trinity County facilities. It was reported by the Company on July 27, 1985, that it was not expected that Trini-

ty County would respond affirmatively to the Company letter.

CPI Count-Down: In just a month, government figures will be released which will trigger the 1986 general wage increase for PG&E employees. According to Assistant Business Manager Manny Mederos, the June 1985 figures show a 4.1% rate of inflation for the previous 12 months, which would have resulted in a weighted average 5.4% general wage increase.

Settlements and decisions

Three arbitration hearings, all of which involved discharges, were held in the month of July. Under the normal schedule, transcripts should be prepared by August, briefs filed by the end of September, and decisions received before Thanksgiving.

Arbitration Case No. 131

The hearing in this case was held in San Francisco on July 10, 1985. The case involves the termination of an Electrician who purchased a transformer on his private contractor's license at the request of the Company and then included a profit in his invoice to the Company for the transformer.

Testifying for the Union were the grievant and his supervisor. The grievant and his supervisor both described the ongoing crisis at the Geysers which led to the Company asking the grievant to use his own resources to purchase a transformer as part of the effort to end a problem which was costing the Company \$192,000 a day. The grievant explained that he added a profit to the invoice because that was the customary practice within the contracting industry, and his supervisor testified that he had authorized the grievant to include a profit in the invoice.

The Company offered little in terms of evidence, arguing instead that the grievant should have known that it was improper to include a profit and that he should have known that it could have led to his discharge.

Arbitration Case No. 132

The hearing on this case, which involves the discharge of a Meter Reader for allegedly improper actions towards a female customer in a dress shop during work hours, was held in Oakdale, California, on July 25, 1985.

The grievant was fired after he admitted that he left a card with his name, address, and telephone number with a female customer in a dress shop where he had just read a meter. In the arbitration hearing, the Company raised a second issue, which was an alleged falsification of the grievant's employment application with PG&E.

On the dress shop incident, the Company did not produce either the complaining customer or the owner of the dress shop as witnesses, but instead submitted written statements from the two. The grievant admitted leaving the card for the customer, and conceded that it had not been the smartest thing in the world to do. The Union, however, has argued and will argue in its brief that while this incident did not reflect the best possible judgment by the grievant, it did not justify discharge.

On the falsification issue, the Company claimed that because the grievant did not list a guilty plea to

a 'disturbing the peace' charge on his employment application, he should be barred from reinstatement. Although this is largely a matter of legality, not factual dispute, the grievant testified that he omitted mention of the guilty plea because he understood the questionnaire to refer only to felony convictions. Nobody from the Company who participated in the decision to hire the grievant was called as a witness to say that the misdemeanor conviction would have precluded the grievant's hire.

Arbitration Case No. 137

This case, which involves three terminations, and one suspension of Belmont Credit Representatives, was heard on June 27 and August 28, 1985, and it defies a simple explanation.

After an extensive internal investigation of the Belmont office, the Company took discipline against all five Collectors in the office for a number of issues:

- **Falsification of time reports:** all five Collectors admitted to falsifying their productivity reports to include work which they did not perform. Two employees were disciplined for this offense only: one received a one-day suspension, and the second, a 25-year employee, received a five-day suspension. Company records show that the individual who received the one-day suspension falsified his production records 72 times in 39 working days, including days in which all of his reported work up until noon was not actually performed.

- **Trade-off of collections:** Company records and the testimony of all witnesses established that it was a common practice among the Belmont Collectors to turn in collections for each other. One of the five Collectors was discharged for doing this twice. The individual who received a one-day suspension on more than two occasions turned in collections from other Collectors or gave his collections to another Collector for turn-in to the Company.

- **Late turn-ins:** Two Collectors were terminated because on several occasions they turned in their collections of cash late to the Company. The individual who received a one-day suspension turned in his collections late on one occasion, and the Company records suggest strongly that he falsified the date on his collection packet to hide the fact, something that neither of the fired Collectors did. The individual who received a three-day suspension turned in his collections late three times, including one instance in which the entire collection consisted of cash.

As can be seen from the above, there was no pattern or consistency to the Company's treatment of the five Collectors in the Belmont office. The disparate treatment of the five, forms the basis for the Union's challenge to the Company discipline.

ARBITRATIONS

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. 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 were filed on August 1, 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 were filed on July 22, 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 heard 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 heard 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. Arbitrator John Kagel will hear the case on December 11, 1985.

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. 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 heard the case on June 27 and July 28, 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. Arbitrator Kathy Kelly will hear the case at a date to be named later.

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. Arbitrator Adolph Koven will hear the case at a date to be named later.

Union, Company agree on duties

From PAGE ONE

1.4.1.2

If the violation or other hazard poses an imminent danger to the Field Representative, other PG&E employees, and/or facilities or third parties, the Field Representative shall immediately inform the Contractor to stop work in the area of violation. The Field Representative shall request the construction supervisor or general foreman to come to the work site for further resolution of the violation.

1.4.1.3

The Field Representative should never expose himself/herself to situations which present a hazardous situation.

The foregoing sections from the manual explain the requirements of a Field Representative however, the Union strongly believes that when any infraction or violation of a State law or regulation, exists the responsible agency should be contacted and a complaint filed.



Attending a recent G.C. Per Diem Committee meeting at Local Union headquarters in Walnut Creek were Assistant Business Manager Roger Stalcup, Floyd C. Farmer GC Gas, North Bay; John T. Edwards, GC Station electrician, Fresno; and Arol S. Rodriguez, GC Gas, Field Garage Mechanic A, Geysers.

GC Per Diem proposals exchanged with Company

General Construction Per Diem (Section 301)

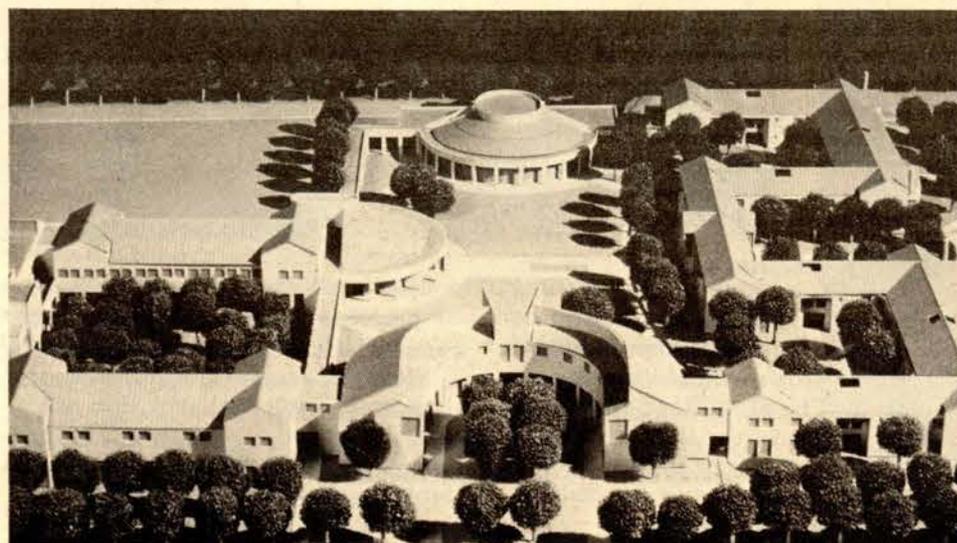
Existing Scale

Zone	Road Miles From the City Hall or Principal Intersection* of Employee's Residence To the Reporting Location	Amount of Per Diem
1	More than 25 but 35 or less	\$ 5.25
2	More than 35 but 45 or less	9.00
3	More than 45 but 55 or less	12.25
4	More than 55 but 65 or less	17.00
5	More than 65 but 75 or less	22.00
6	More than 75	32.50

*The principles set forth in Subsection 301.3(b) also dictate whether the city hall or principal intersection is to be used for this purpose. (Note: The per diem amounts listed above will be in effect from January 1, 1984 through December 31, 1987, unless renegotiated between July 1, 1985 and September 1, 1985 for the period from January 1, 1986 through December 31, 1987.) (Amended 1-1-84)

McNally at Training Center Ground Breaking ... *From PAGE ONE*

Construction of PG&E's new training facility on an 11-acre site in San Ramon got underway with the official ground breaking on August 1. This center will replace existing training facilities and will have a full time faculty of about 25 instructors. The 160,000-square-foot center will contain classrooms, workshops, laboratories, conference rooms, administrative spaces, an auditorium, and a dining hall, as well as residence accommodations.



Model of new \$20 million training facility. Completion scheduled for December 1986.

Union's Proposal

The Union's initial proposal was submitted to the Company at the first meeting, on July 19, 1985.

Zone	Road Miles From the City Hall or Principal Intersection* of Employee's Residence To the Reporting Location	Amount of Per Diem	
		1986	1987
1	More than 25 but 35 or less	6.50	7.00
2	More than 35 but 45 or less	11.25	11.75
3	More than 45 but 55 or less	14.25	15.00
4	More than 55 but 65 or less	20.00	21.00
5	More than 65 but 75 or less	25.25	26.50
6	More than 75**	36.50	38.00

*The principles set forth in Subsection 301.3(b) also dictate whether the City Hall or principal intersection is to be used for this purpose. (Note: The per diem amounts listed above will be in effect from January 1, 1984 through December 31, 1987, unless renegotiated between July 1, 1985 and September 1, 1985 for the period from January 1, 1986 through December 31, 1987.) (Amended 1-1-84)

**When an employee is required to report to a job headquarters or point of assembly that is 100 miles or more from his Residence, such employee shall receive, in addition to the per diem amount established for Zone 6, an allowance of .205 cents for each mile in excess of 99 miles. Such allowance shall be paid in conjunction with non-work days or holidays and limited to those instances where the employee actually travels from the residence to the headquarters or from the headquarters to the Residence. However, the provisions of Section 301.11 shall apply when an employee is transferred to a new job headquarters or point of assembly.

Company's Proposal

Company's initial proposal, received August 2, 1985.

General Construction Counterproposal

Zone	Road Miles From the City Hall or Principal Intersection* of Employee's Residence To the Reporting Location	Amount of Per Diem
1	More than 25 but 35 or less	\$ 0.00
2	More than 35 but 45 or less	0.00
3	More than 45 but 55 or less	0.00
4	More than 55 but 65 or less	18.00
5	More than 65 but 75 or less	26.50
6	More than 75	38.00

*The principles set forth in Subsection 301.3(b) also dictate whether the city hall or principal intersection is to be used for this purpose. (Note: The per diem amounts listed above will be in effect from January 1, 1986 through December 31, 1987).

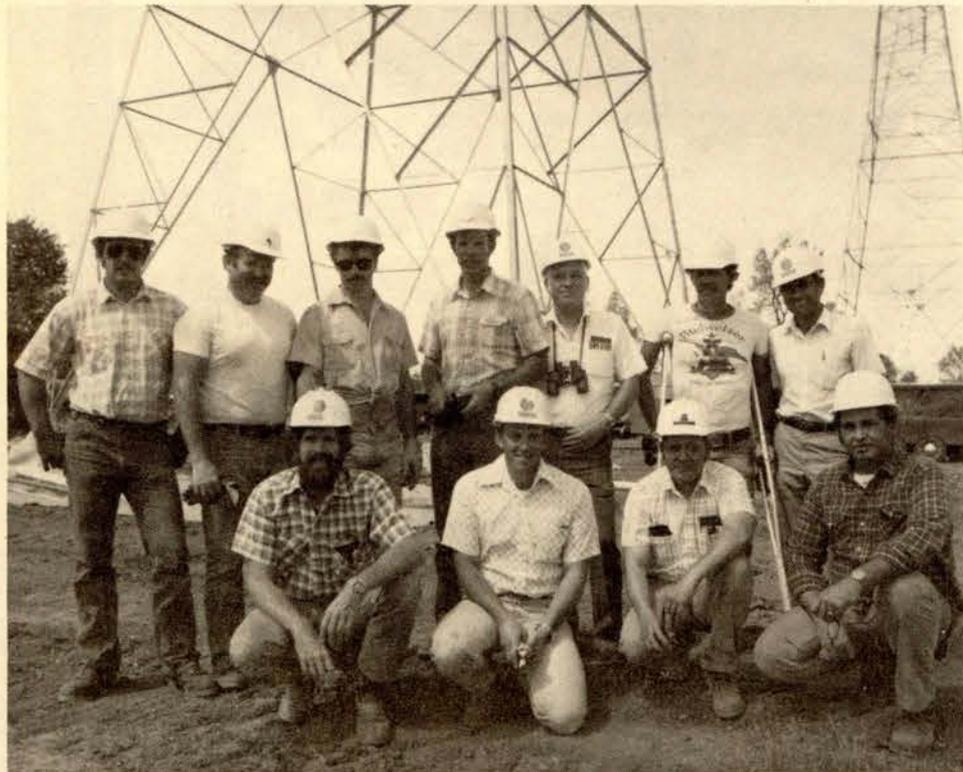


Union, Company and Civic representatives gathered for Ground Breaking ceremony.

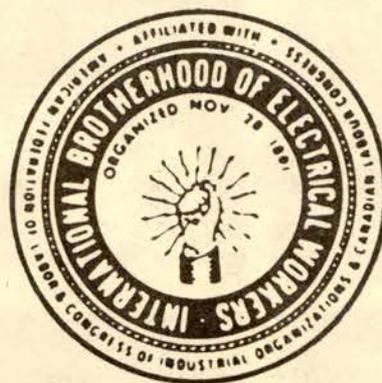


Business Manager McNally, left, and member Bob Daniels, and Business Manager Ron Fitzsimmons were among IBEW Local 1245 members at the ceremony.

Western Area Power Administration



Business Representative Rich Hafner reports that this WAPA group recently participated in a Western Area Power Administration Liveline Maintenance Class at Keswick Dam in Redding. Participants included, Front row, l-r, Ross W. McFate, Supervisory Lineman (North Line Branch); Richard C. Perry, Lineman; Mike Morales, Electrical Engineer; Larry H. McAllister, Supervisory Lineman (South Line Branch), and Back row, Arthur L. Forrester, Lineman; Gregg S. Jacobson, Lineman; Donald Crossland, Lineman; Scott T. Hicks, Lineman; Orlan O. Lighty, Director Lines & Substation Maintenance Division; Joe Cheek, Lineman, and Larry Romero, Electrical Engineer.



United States Bureau of Reclamation

Arbitrator John Kagel will decide whether the suspension of an employee involved in an accident on a blind curve on Bureau property was for just cause at a hearing in Fresno, on a date yet to be named, probably in November.

On the bargaining front, Business Representative Pete Dutton will kick off the 1985-1986 bargaining process with a Shop Stewards' meeting in Sacramento on September 14, 1985, to prepare Local 1245's bargaining proposal to submission to the Bureau this Fall. Local 1245's staff attorneys are presently drafting language for the wage proposal in an effort to avoid problems experienced in the past with President Reagan's wage freezes on federal employees.

Bella Vista Water District

Business Representative Jack Osburn reports that at the first meet and confer session between Local 1245 and the newly organized Bella Vista Water District, agreement was reached on 56 items, most of which were language provisions.

The biggest problem encountered so far, Osburn reports, is the District's refusal to meet during work hours as required by the Meyers-Milias-Brown Act. The Union's attorneys are trying to contact the District's attorneys in an effort to work this problem out short of litigation.

Modesto Irrigation District

The possibility of litigation against the Modesto Irrigation District is being considered as a result of the District's recent wage and salary survey and equity adjustments. According to Business Representatives Gary Mai and Pete Dutton, the District ignored many of its own guidelines in conducting the survey, the most glaring of which was its decision to use outdated wage rates from several properties with the result that the average rate of the survey was incorrectly depressed.

NEEDED JOURNEYMEN LINEMEN OUTSIDE CONSTRUCTION

PUT THE WORD OUT

There's plenty of work —
and a shortage of Journeymen Linemen

UNION CONTRACT — UNION WAGES

Contact IBEW Local 1245 Business Representatives at Dispatch Offices:

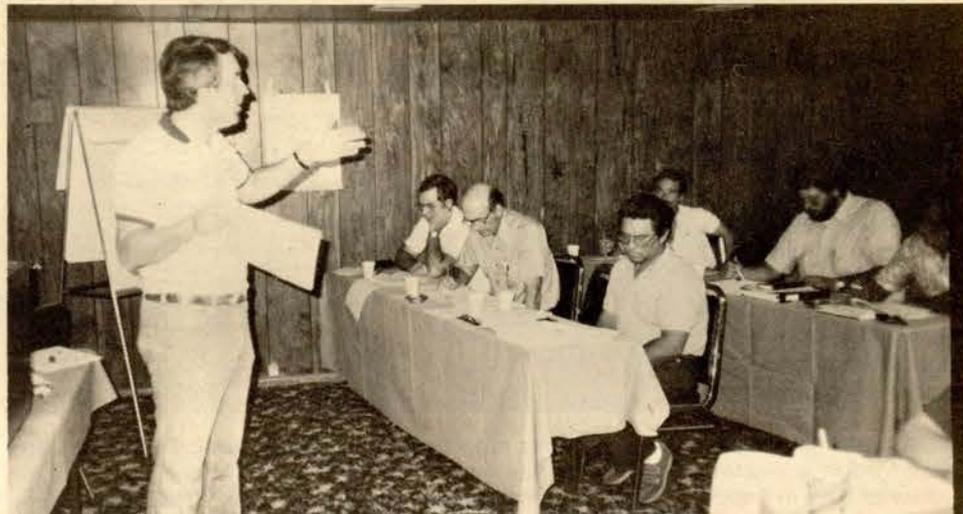
Southern California
Curt Peterson & Tom Conrad
170 W. San Jose #110
Claremont, CA 91711
Phone (714) 625-2355

Northern California
Tom Heyl
1414 21st Street, Suite B
Sacramento, CA 95814
Phone (916) 446-6734

Sacramento training conference



PHOTOS: Art Murray and Lorraine Agiang



Shop Stewards in Sacramento recently met for IBEW Local 1245 training conferences coordinated by Business Representative Wayne Greer. Jude Sharp from PG&E's Employee Assistance Program detailed the complete program for the Stewards. At another meeting Paul Pettigrew, PG&E Sacramento Regional Personnel Manager, discussed reasons for the Company's new regional concept. At this meeting Business Manager Jack McNally highlighted on-going issues in the Local Union.

Attending the trainings were:

Mark Abercrombie
Vic Badasow
Gretchen Conn
Arlene Cook
Van Cook

Keith Christianson
David Cunningham
Frank Elliot
Dolly Gray

Danny Jackson
Christine Lay
Cynthia Lepenske
Bob Martinez

Katherine Manwarren
Shenine Murphy
Darryl Norris
George Park

Dan Rasmussen
Bonnie Semas
Gilbert Soltero
Kit Stice

Anthony Staniewicz
Kit Sutter
William Tomlinson
Billy Wallace

1245 UPDATE

Sierra Pacific Power Company

In January 1985, Local 1245 members received a letter from the Company advising them that based upon the Company's interpretation of the Deficit Reduction Act of 1984, the Company was required to withhold taxes on that portion of the employee discount in excess of 20 percent.

Local 1245 immediately notified the Company that based upon the Union's interpretation of the Act, the employee discounts were not subject to withholding taxes.

On July 11, 1985, Local 1245 members were notified by the Company that after discussion with Local 1245, other utility companies, and their external auditors, the employees' discounts would not be subject to withholding taxes.

Citizens Utilities

Grievance activity is on the upswing at Citizens, primarily on the issue of meals, which may be another issue that was changed in bargaining that could end up in arbitration.

The Review Committee currently has a number of unresolved meal grievances under consideration. The basic dispute involves the interpretation of the phrase "working beyond" as it appears in Section

13.12(a) and (b) of the Labor Agreement.

Interim negotiations on the establishment of a viable training program and objective testing system for craft-oriented positions are still ongoing.

Based on the provisions of Section 24.1 of the Labor Agreement, Local 1245 members will receive a 3.9 percent wage increase effective September 1, 1985.

GEO Construction testing Company

The Company and Union Negotiating Committees have been bargaining on a new agreement since December of last year. The Company has made three offers to the Union. So far all offers have been rejected at three separate ratification votes. The last offer, and the bargaining session prior to it, was with the assistance of federal mediation.

The prime reason for rejecting the Company's offer is based on the Company's proposed deletion of the 10 percent differential provisions which are applied to all work performed between the hours of 6 p.m. to 6 a.m. at straight time or at overtime rates of pay.

The Company has been adamant in their positions to delete the night differential and have stated they are prepared to take a strike over the issue.

The Company has stated that

they can no longer be competitive in bidding jobs because they cannot pass the night differential costs over to the customer. They have stated that their competition is non-union and does not have the additional cost of night differential pay, and therefore the competitors continue to underbid the GEO on new jobs.

To further complicate this situation, the Company was sold to a Swiss company which has other non-union testing companies in the area who compete with GEO on job bidding. This explains their willingness to accept a strike, as they will be able to get more work that will be performed by their non-union employees at considerable less cost to them.

After the third rejection, Local 1245 has again requested that the parties return to the bargaining table, and at this date, the Company has not responded.

Pacific Tree

Arbitrator Robert LeProhn has been selected by the parties to decide several grievances filed by Local 1245 against Pacific Tree involving travel pay and change of headquarters. As this issue of the Utility Reporter went to press, an exact date had not been set for the arbitration, but it will probably be heard in early November.

Davey Tree

On August 20, 1985, Arbitrator Joe Henderson will hear testimony in the case of a San Joaquin Davey Tree employee who was terminated after requesting a transfer off the vegetation control crew to an area with less poison oak. On August 30, 1985, the parties will arbitrate the termination of a San Jose employee during a medical leave of absence before Arbitrator David Nevin.