



UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

Gridley ratifies new agreement

Members at City of Gridley ratified a new two-year agreement on August 22. The agreement calls for a general five percent wage increase

retroactive to July 1, 1985.

A four percent wage increase will go into effect July 1, 1986.

Business Representative Jack

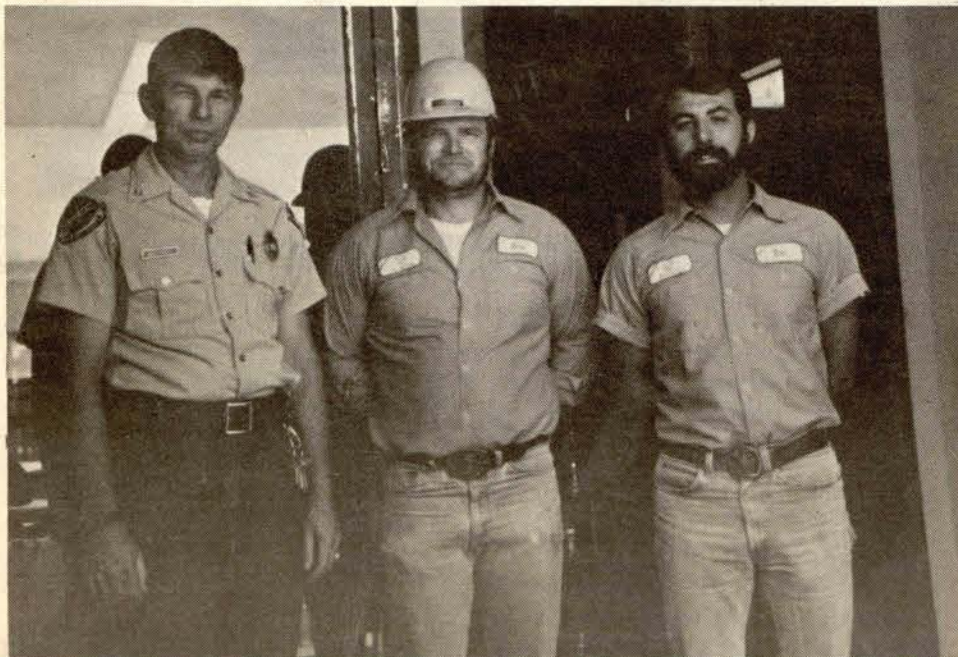


PHOTO: Jack Osburn

Members of the City of Gridley 1985 Negotiation committee, L-R, included Bob Hawes, Fire Engineer; Tom Wiles, Lineman, and Tim Hill, Heavy Equipment Operator. Shirley Black, Clerical, not pictured, also served on the Committee.

Osburn reports that four sets of negotiations were held with the City. After the first two meetings, there was a change in City government staffing which caused a delay in negotiations.

Then negotiations picked up when representatives from the City Council, and a new City Administrative Officer sat in on negotiations. "It was then that our proposals were seriously addressed," Osburn said.

Other major items in the Contract include the establishment of an LTD plan, an increase of life insurance from \$10,000 to \$20,000 and an increase in orthodontic coverage up to \$1000 lifetime payment. Fully paid medical, dental and vision plans were maintained.

Osburn and committee members Shirley Black, Bob Hawes, Tim Hill and Tom Wiles all give a lot of credit for favorable relations with the City of Gridley to the new Administrator Evelene Payne, and the City Council representatives who worked hard with the committee to develop a new Memorandum of Understanding for our members.

PG&E, PGT

'86 COLA figures at \$15.20

As a result of the 1984 General Bargaining, all workers in the bargaining units of PG&E and PGT will receive a two-part wage adjustment of 1) 3% of current salary and, 2) an across-the-board COLA of \$15.20.

There are two National Consumer Price Indexes. The COLA is based on the Consumer Price Index for Urban Wage Earners & Clerical Workers which is not reported widely by the press. The Index which the press cites is for all Urban

See PAGE NINE

NO CHANGE IN BENEFITS

Improvements rejected by PG&E

No constructive movement on PG&E's part during 2½ months of bargaining efforts by IBEW Local 1245's Benefits Negotiating Committee led to an impasse just before the September 1 negotiations deadline.

With no benefits changes agreed to, benefits achieved in the 1984 General Bargaining will stand through January 1, 1988.

"After so many meetings, time, and effort, I am disappointed that we were unable to conclude bargaining with an agreement. We felt we made reasonable proposals in good faith, which we believe would have benefited both sides. However, it takes two to reach an agreement and it was clear that the Company did not want to agree to any improvements even if it provided them with a savings," Business Manager Jack McNally said.

The following statement developed by Local 1245's negotiating team reviews the bargaining process from June through August:

After 10 meetings with the Company, the Union was anticipating settlement of interim negotiations which commenced on June 18, 1985. The Union felt that prior meetings had set the stage for mutual acceptance of a new and innovative approach to health care coverage for local Union members

that would add to the benefit level and at the same time address cost containment issues which would reduce Health Plan costs to the Company.

The 11th and final meeting between the Union and the Company Negotiating Committees took place on Wednesday, August 28, in San Francisco.

At this meeting an impasse was reached by both committees when it became apparent that the Company was unwilling to consider the Union proposals regarding a Preferred Provider Health Plan, some improvements for retirees, the Savings Fund Plan, and the Dental Plan.

Although the Company did propose some minor improvements, the Union Committee was not willing to agree due to the negative impact on the total benefit package and the Company's refusal to counter the Union proposal for an alternative to the current Blue Cross 'Fee For Service Plan.'

The proposed Company changes were viewed as takeaways in the following areas:

- The Company did not send the current Blue Cross Health Plan out for bid until September 2, 1985 which would have forced the membership to vote on the agreement without the knowledge of what car-

rier would be the successful bidder.

- Inpatient/Outpatient mental illness (Imposed lifetime and annual limits).
- Home Health Care (Imposed limits on utilization).
- Inpatient/Outpatient alcohol abuse treatment (Imposed lifetime and annual limits).

The Company rejected the Union's proposal on the Dental Plan for active employees and would not discuss implementing a dental plan for retired employees although paid entirely by retirees through a deduction from their pension checks.

Also ignored were Union's proposals for improvements in the Savings Fund Plan, including a provision that would have protected future retirees from a potential 20% excise tax on Savings Fund Plan distributions at retirement.

When the Benefit Negotiating Committee first met at IBEW headquarters in Walnut Creek on April 15, 1985, Assistant Business Manager Manny Mederos instructed the committee to find the means in which to reduce Company Blue Cross Health Plan costs and at the same time improve the Plan. The committee made direct contact with several health plan carriers in their attempt to gain knowledge regarding the Preferred Provider

See PAGE EIGHT

Local monitors Nevada hearings

Local 1245 currently is monitoring hearings conducted by the Public Service Commission of Nevada on Sierra Pacific's application for a rate increase. Several issues have been raised during these rate proceedings that could have a serious effect upon the collective bargaining relationship between Sierra and Local 1245.

"The basic issue is that we believe the Commission is attempting to intervene in collective bargaining issues while considering a rate hike. It would be a clear violation of the National Labor Relations Act for the Commission to interfere in areas of collective bargaining," Assistant Business Manager Orv Owen, who has been monitoring the hearing, said.

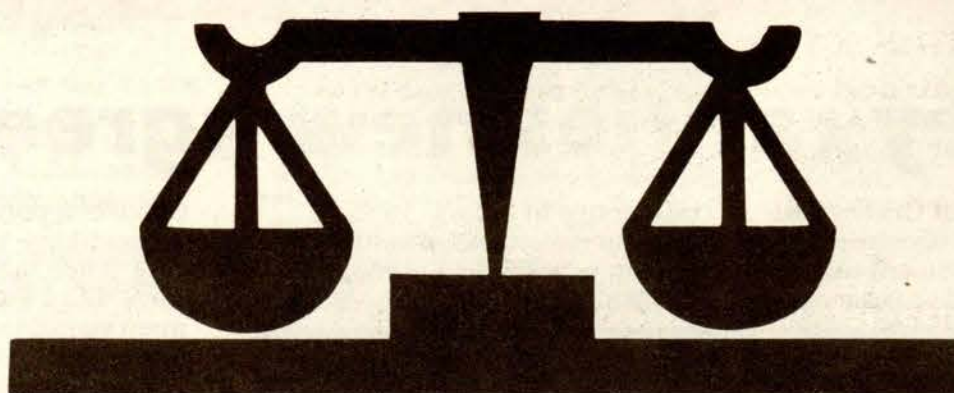
At Utility Reporter deadline, Business Manager Jack McNally travelled to Carson City to testify at the hearings.

Other staff members who have been reviewing the hearings are Business Representatives John Stralla and Mack Wilson.



YOUR LEGAL RIGHTS

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



By Joan Foster

Workers Compensation law: serious, willful employer misconduct

If you sustain an industrial injury, you may be entitled to: medical care, temporary disability indemnity, permanent disability indemnity and vocational rehabilitation.

However, when the industrial injury is proximately caused by the employer's serious and willful misconduct, the amount of compensation recoverable is increased by one-half (up to a maximum of \$10,000 for injuries occurring before Jan 1, 1983) and in addition the worker may recover costs and expenses to procure the award, not to exceed \$250.00. Serious and willful misconduct has been defined as an intentional act, or failure to act, with knowledge that a serious injury will probably result.

The employee must prove more than negligence or even gross negligence on the part of the employer.

Ordering an employee to work with defective machinery would be an intentional act, while not providing appropriate safety equipment would constitute a failure to act.

If the employer is to be held guilty of serious and willful misconduct,

it must be established that there was actual knowledge of the dangerous situation, actual knowledge that its probable consequence would be a serious injury to the employee, and the employer deliberately failed to take corrective action.

Serious and willful misconduct may be based on the employer's violations of his duty to provide a safe place of work or violation of a specific safety order.

A worker has the burden of proving the elements of a serious and willful misconduct charge.

In a serious and willful misconduct charge based on a failure to provide a safe place of work, you must show the elements stated above as to actual knowledge by the employer.

However, evidence of prior injury arising from the same or similar circumstances or past complaints or warnings regarding the danger may be circumstantial evidence to establish the employer's knowledge.

In a failure of the employer to comply with a safety order, the specific manner in which the safety order was violated must be shown

as well as the specific manner in which the violation proximately caused the injury.

Most importantly, the safety order must be known to, and violated by, the employer or an identified employer representative.

Knowledge of the safety order or dangerous conditions must be proved. Prior warnings by a safety inspector or a prior citation by a government agency may be enough to establish this knowledge.

The time limit for commencing a proceeding to collect compensation for serious misconduct of the employer is 12 months from the date of injury.

The limitation is not extended by payment of, or agreement to pay, compensation or by the filing of an application requesting benefits.

Because of such time limits and the specific procedures needed to be followed, it is wise to contact your Business Representative or attorney.

If you have any questions regarding an industrial injury which may have been proximately caused by the serious and willful misconduct of an employer, seek proper legal advice.

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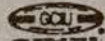
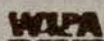
Ron Field

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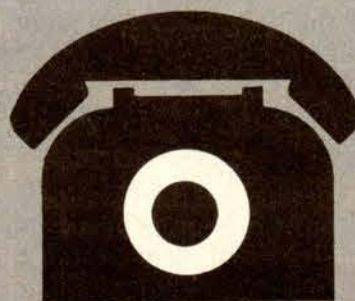
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Legal Questions ?

Contact IBEW Local 1245's
Legal Service Plan



In California
(800) 652-1569

In Nevada
(702) 358-1086

APPOINTMENTS

PACIFIC GAS AND ELECTRIC COMPANY
General Construction Joint Grievance Committee
(Alternate Position)
Monty N. Penland

CONFERENCES AND CONVENTIONS

IBEW Ninth District Progress Meeting

Jack McNally
Howard Stiefer
Barbara Symons
Ron Field
Michael Davis
Ron Blakemore
Kathy Tindall
Lyman Morrison
Art Murray
Ed Caruso
Gary Mai
Manny Mederos
Joel Ellioff
John Callahan

Twenty-Ninth Annual Nevada State AFL-CIO Convention

Jack McNally
John Stralla
Kathy Tindall
Mack Wilson
Marsha Barker
Marna Brown

A. Philip Randolph Institute National Convention

Dorothy Fortier

Lynch update

Subsequent to the recent layoff of 74 members of Lynch Communications Manufacturing in Reno, Nevada, on August 2, the Company shut down for a two-week period. During that time, only a skeleton crew was retained before starting back up.

Since the layoff, Assistant Business Manager Orville Owen and Business Representative Mack Wilson met with our members at a general meeting on August 13 to assist them in filing for State benefits. Employment counselling people were also in attendance, as

were United Fund representatives.

The general work picture in the electronics industry looks grim, as it does in California's Silicon Valley.

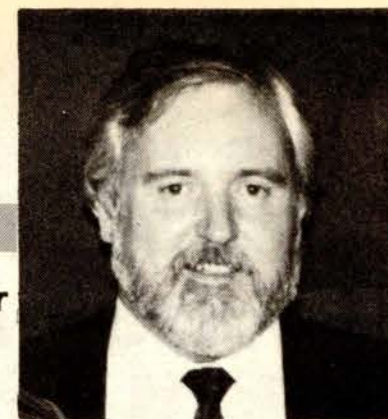
Hope is being held out for a resurgence at Lynch since the Company has major proposals out and word of new manufacturing contracts could come through.

In the meantime, our members with many years of seniority are facing a jobless future at Lynch. It's an enormous adjustment for them and we're offering all the support we can.

POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



AFL-CIO LEGISLATIVE ALERT

America's voices are saying:
stop job-killing imports—
pass trade laws that curb
unfair trade practices!

America's workers have known for a long time that this nation's trade crisis is inflicting massive losses to jobs, industries and communities. For too long, these concerns have been written off as narrow "protectionism." But now, journalists, academics, corporate leaders, Members of Congress, governors and farmers are expressing alarm over the trade and job crisis. Congressional action now becomes more likely. But to save jobs and U.S. living standards, Congress must pass effective legislation—not window dressing—and must pass it now.

The New York Times, "The economic decline suffered by the United States and Europe under 'free trade' could be a shattering one." —John M. Culbertson, professor of economics, University of Wisconsin

The Detroit News, "The trade situation is a national crisis... The auto industry and other manufacturers are hurt by built-in, inherent disadvantages that have nothing to do with wage rates." —Donald E. Petersen, chairman of the board, Ford Motor Company

The New Republic, "The real story of the trade impasse is the U.S. government's failure to accept the distinct character of Japan's... managed economy, and to negotiate accordingly." —Robert Kuttner

U.S. News, "Democratic Party strategists say they can clobber Reagan and the Republicans for losing jobs to foreign workers, failing to promote sales of American goods abroad and not standing up to unfair competition from overseas." —Washington Whispers

To protect American Workers, support is requested to help pass important legislation. Unionists are urged to write their Senators % United States Senate, Washington, D.C. 20510, and their Representative % U.S. House of Representatives, Washington, D.C. 20515; and tell them that swift enactment of these bills is necessary to help restore fairness in trade: H.R. 3035, S. 1449—The Trade Emergency and Export Promotion Act; H.R. 1950, S. 1356—The Trade Law Modernization Act; H.R. 1562, S. 680—The Textile and Apparel Trade Enforcement Act; H.R. 1926—The Trade Adjustment Assistance Amendments of 1985.

The following message is a guide for those choosing to support the legislation:

Dear _____:

I urge you to support trade legislation to curb unfair foreign trade practices and import devastation. Only legislation will save millions of American jobs. Specifically, you are urged to support The trade Emergency Act (H.R. 3035, S. 1449), The Trade Law Modernization Act (H.R. 1950, S. 1356), The Textile and Apparel Trade Enforcement Act (H.R. 1562, S. 680) and the Trade Adjustment Assistance Amendments of 1985 (H.R. 1926). Sincerely _____

In Unity,

Jack McNally

By Jullann Sum, Industrial Hygienist

Electromagnetic field exposure linked to brain tumors

Electromagnetic fields are physical forces created wherever there is a flow of electricity, such as in electrical appliances. The most powerful electromagnetic fields are created around high-voltage lines and in substations.

A strong statistical correlation between occupational exposure to electromagnetic fields and the occurrence of brain tumors has been uncovered in a recent study, published in the *Journal of Occupational Medicine*, June 1985. The researchers, Dr. Ruey Lin and others, who are with the State of Maryland and The Johns Hopkins University, found that a disproportionate number of men employed in electricity-related occupations died of brain tumors.

The study used death certificates of white male, Maryland residents, 1969 through 1982. Of a total of 29,300 men employed in occupations involving definite electromagnetic field exposures, 78

died of brain tumors, whereas only 33 would have been expected to die of brain tumors, based on 1970 Maryland census data.

The brain tumor patients whose cancer actually originated in the brain and who had definite occupational exposure to electromagnetic fields died at significantly younger ages than the brain tumor patients who were not occupationally exposed to electromagnetic fields. This fact suggested to the researchers that electromagnetic fields promote, or stimulate, the growth of latent cancer cells, rather than initiate, or transform normal cells into cancer cells.

The researchers caution that their statistical findings do not necessarily mean that electromagnetic fields in and of themselves cause brain tumors. They point to the possibility that chemical exposures common in electricity-related occupations may be the cause, PCBs being one

example.

The findings of this study are consistent with previous studies which have found disproportionate numbers of brain tumor and leukemia deaths among electricians, engineers, mechanics, machinists, and other occupations involving work in close proximity to electrical machinery and electrical wiring.

In 1982, Dr. Samuel Milham, a researcher from the State of Washington, analyzed 192 death certificates of IBEW Local 1245 members, 1976 through 1982. Dr. Milham had previously discovered disproportionate numbers of leukemia deaths among workers in Washington who were exposed to electromagnetic fields. Milham was not able to reach definitive conclusions regarding Local 1245 membership, because the union records were not stored in a manner conducive for this type of research.

Glove study underway for Linemen

PG&E has informed the Local Union that they plan to measure permeation of hazardous wood preservatives through Linemen's gloves. They plan to test 66 pairs of gloves. One glove from each pair will be pre-treated with silicone, Scotchgard, or Neatsfoot oil; the other glove will be left untreated. Laboratory analysis will determine concentrations of pentachlorophenol, arsenic, and creosote on the inside surface of the palms of the gloves.

Since laboratory analysis requires cutting apart the gloves, PG&E indicated that they will provide the gloves to be tested.

When the Union asked PG&E about the purpose of the tests, PG&E responded that they were gathering information in light of EPA's proposal that impervious gloves be required. The Union noted that the test results may not be useful, since impervious gloves are not included in testing plans. Union also noted that the testing plans do not take into account chemical exposures to other parts of the body.

In 1981, Federal scientists found increased levels of pentachlorophenol in the blood and urine of a group of Linemen who were members of Local 1245.

Asbestos disease shows up in more family contacts

Asbestos is so potent that many relatives of asbestos workers have suffered serious asbestos disease from exposure to trace amounts bought home on the workers' clothing.

A recent study of family contacts of workers who did not work directly with asbestos, but were exposed as "bystander" workers, confirms that extreme danger of asbestos. The study, entitled "Asbestos Disease in Family Contacts of Shipyard Workers", by Kaye Kilburn, M.D., and others, was published in the *American Journal of Public Health*, June 1985.

The researchers conducted interviews and X-ray examinations with family members of shipyard workers who were initially hired-on in shipyards 20 years or more prior to the study. For people exposed to very low levels of asbestos, it usually takes 20 to 30 years for asbestos disease to show up. Most of the workers studied did not work directly with asbestos, but were exposed to airborne asbestos during application and ripout of insulation by pipe covers and insulators.

The researchers found asbestosis in 11.3 percent of 274 wives, 7.6 percent of 79 sons, and 2.1 percent of 141 daughters of these workers. Asbestosis a debilitating and life-threatening disease involving lung scarring, rales, coughing, and difficulty in breathing. Once the disease is established, it progresses even after exposure stops.

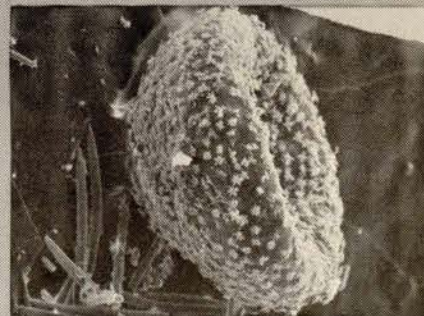
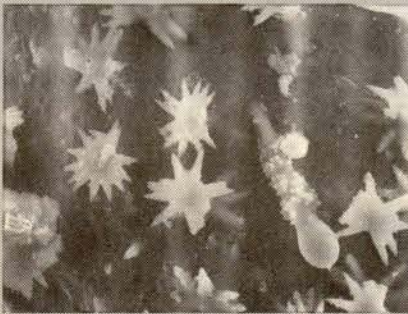
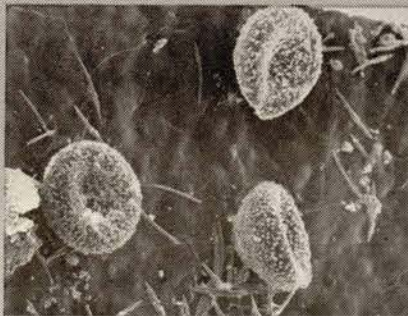
In direct communication with IBEW Local 1245, Dr. Kilburn recommended that mates of workers who were initially exposed to airborne asbestos in electric power plants 20 years ago or earlier be examined every five years for possible asbestosis. Examinations should include chest X-rays evaluated by qualified "B" readers. (The same would probably hold true for these workers' sons and daughters and for the family members of other workers with similar asbestos history.)

Since a very high rate of cancer has been observed among smoking asbestos workers, Dr. Kilburn recommended that smoking or recent ex-smoking mates of workers who were initially exposed 20 years ago or earlier be examined annually for possible cancer.

Meanwhile, the Manville Corporation, formerly Johns-Manville, is negotiating with other asbestos companies, asbestos victims, shareholders, and insurance firms over a plan to pay out on medical claims. Johns-Manville covered up knowledge of the dangers of asbestos for decades, allowing tens of thousands of people to die or develop serious disease. In 1982, the company declared bankruptcy, even though it was operating at a profit, because it faced billions of dollars in medical claims. In the San Francisco Bay Area alone, 3,000 victims have filed lawsuits due to asbestosis.

NO TOXICITY INDICATED

Pipeline dust analyzed at Merced Irrigation District



The State laboratory used an electron microscope to measure and analyze the dust from the pipeline. The microphotographs above show the dust particles at x66, x180, and x1300 magnification. The laboratory concluded that the dust particles were too large to be a yeast or a fungus and too large to flow readily into the lungs during inhalation. However, the dust was probably a form of plant material, such as pollen, which may cause allergic reactions.

In March of this year, it was reported to the Local Union that four members employed by Merced Irrigation District had been experiencing headaches, breathing problems, chest pain, and skin rash whenever they had to repair a particular irrigation pipeline. The members believed that an unusual looking dust found in the pipeline was the cause of the symptoms.

Upon the Union's request, the State Department of Health Services conducted laboratory tests on the dust and provided special medical recommendations for lung function tests for the members.

In the meantime, Merced Irrigation District started providing respirators and protective clothing, which appeared to relieve the symptoms.

"WE DON'T PATRONIZE..."

The following firms are currently on the "We Don't Patronize" list of the California Labor Federation, AFL-CIO. Firms are placed on the list in response to written request from affiliates and only after approval by the Executive Council.

All trade unionists and friends of organized labor are urged not to patronize firms listed here.

Unfair firms are:

HOTELS & RESTAURANTS

Los Angeles Area

The Grand Hotel at One Hotel Way in Anaheim.

The Pacifica Hotel at 6161 West Centinela Street in Culver City.

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

Sacramento Area

Beverly Garland Motor Lodge, 1780 Tribute Road, Sacramento.

Days Inn, 200 Jibboom St., Sacramento.

Sacramento Inn, Arden Way at Interstate 80, Sacramento.

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

The Nut Tree and the Coffee Tree Restaurants on Interstate 80 between San Francisco and Sacramento.

San Francisco Bay Area

Perry's and Victoria Station on Union Street in San Francisco.

The Mandarin, in Ghiradelli Square, San Francisco.

Other eating places in San Francisco:

McDonald's Hamburgers (all); Colonel Sanders Kentucky Fried Chicken (all); H. Salt Esquire Fish & Chips (all);

Jack In The Box (all);

Benihana of Tokyo;

Carol Doda's;

Mabuhay Restaurant;

The Casbah;

Ernies;

Franciscan;

North Beach Restaurant;

Pompei's Grotto;

Tia Margarita;

Vanessi's;

San Jose Area

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

Sainte Claire Hotel at South Market and San Carlos.

Vagabond Motor Hotel, 1488 North First, San Jose.

Giorgio's Pizza House, 1445 Foxworthy, San Jose.

Holiday Inn — Palo Alto, 625 El Camino Real, Palo Alto.

Cindy's Restaurant, 17025 Condit Road, Morgan Hill.

Sirloin & Brew Unlimited, Restaurant, 12333 Saratoga-Sunnyvale Road, Saratoga.

Hungry Tiger Restaurant, 1010 Sunnyvale-Saratoga Road, Sunnyvale.

TAKE ME OUT TO THE BALL GAME

But Don't Take Armour Hot Dogs or Coors Beer!

It's time for hot dogs and beer. But when you're planning your next outing—whether it's a ball game, picnic or a cookout in your back yard—don't include **Armour** hot dogs or **Coors** beer.

Both **Armour Processed Meats Co.** and **Adolph Coors Brewing Co.** have treated their workers unfairly. Please, don't buy **Armour** hot dogs or **Coors** beer.

Sponsored by the United Food and Commercial Workers, AFL-CIO



Magic Pan Restaurant, 335 S. Winchester Blvd., San Jose.

House of Genji/Cathay Restaurant, 1335 N. First St., San Jose

Travelodge, 940 Weddel Drive, Sunnyvale.

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

Marriott's Great American Theme Park and Hotel, Santa Clara.

Santa Barbara Area

El Encanto Hotel and Garden Villas.

Stockton Area

Hilton Hotel, 2323 Grand Canal Blvd.

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

Stockton Joe's Restaurant, 1503 St. Mark's Place Plaza.

Vagabond Motor Hotel, 33 N. Center

Denny's Restaurant, 4747 Pacific Ave.

Sambo's Restaurant, 11 N. Center.

MANUFACTURING

Coors Beer
Gaffers & Sattler products
Goehring Meat Co., Lodi.

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

Masonite Corp. plant, Cloverdale, Sonoma County.

Pemko Mfg. Co., Emeryville.

Rylock Company, Ltd., 1285 Atlantic Ave., Union City.

Sonoma Vineyards products, including Windsor Winery, Tiburon Vintners and Piper-Sonoma Sparkling Wine.

Tennessee Plastics of Johnson City, Tennessee.

PRINTING

Sacramento Bee
San Francisco Bay Guardian
Vallejo Times-Herald
New York Times, (Northwestern Edition).

THEATERS

Broadway Theatre, 4th and Broadway, Santa Ana.

Kindair Theatre Corporations, operators of the following anti-union theaters in Santa Cruz and Monterey Counties:

Cinema 70 in Monterey;
Steinbeck Theater in Monterey;
Valley Cinema in Carmel Valley;

Globe Theater in Salinas;
Cinema Theater in Soquel;
and, **Twin I & II in Aptos.**

The following theaters owned by United Artists and Syufy Enterprises:

In San Francisco: **Alexandria, Balboa, Coronet, Coliseum, Metro, Stonestown Twin** and **Vogue** (all United Artists) and **Cinema 21** and **Empire** (Syufy).

In Sacramento: **Capitol Theater** and **State Theater** (both Syufy).

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

OTHERS

American Poultry Co., San Francisco.

Bank of America Branches:

178 North 1st St., Dixon.

2400 North Texas St.,

Fairfield.

1120 Texas St., Fairfield.

South Vacaville Office,

Vacaville.

367 Merchant St., Vacaville.

Larwin Plaza, Vallejo.

831 Tennessee St., Vallejo.

200 Georgia St., Vallejo.

2141 Springs Rd., Vallejo.

1429 Lincoln Ave., Calistoga.

1700 First St., Napa.

903 Main St., Napa.

70 Solano Square, Benecia.

1001 Adams St., St. Helena.

Barbers, Fairfield

Top Hat Barber Shop,

914 Texas St.

Mad Hacker,

1143 Missouri St.

Barbers, Vallejo:

Sir Cedric's Barber & Beauty

Salon, 1115 Maple Ave.

Mr. Al's, 500 Sacramento St.

Mare Island Barber Shops,

Mare Island Navy Exchange.

Blue Shield of San Francisco.

Doctor's Hospital of San Leandro.

Hertzka and Knowles, San Francisco, architects.

John Ascuaga's Sparks Nugget in Sparks, Nevada.

KNTV Channel 11, San Jose.

Louisiana-Pacific Corporation products.

Montgomery Ward in Redding.

Mervyn's Store in Ventura.

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

Non-Union Iceberg Lettuce.

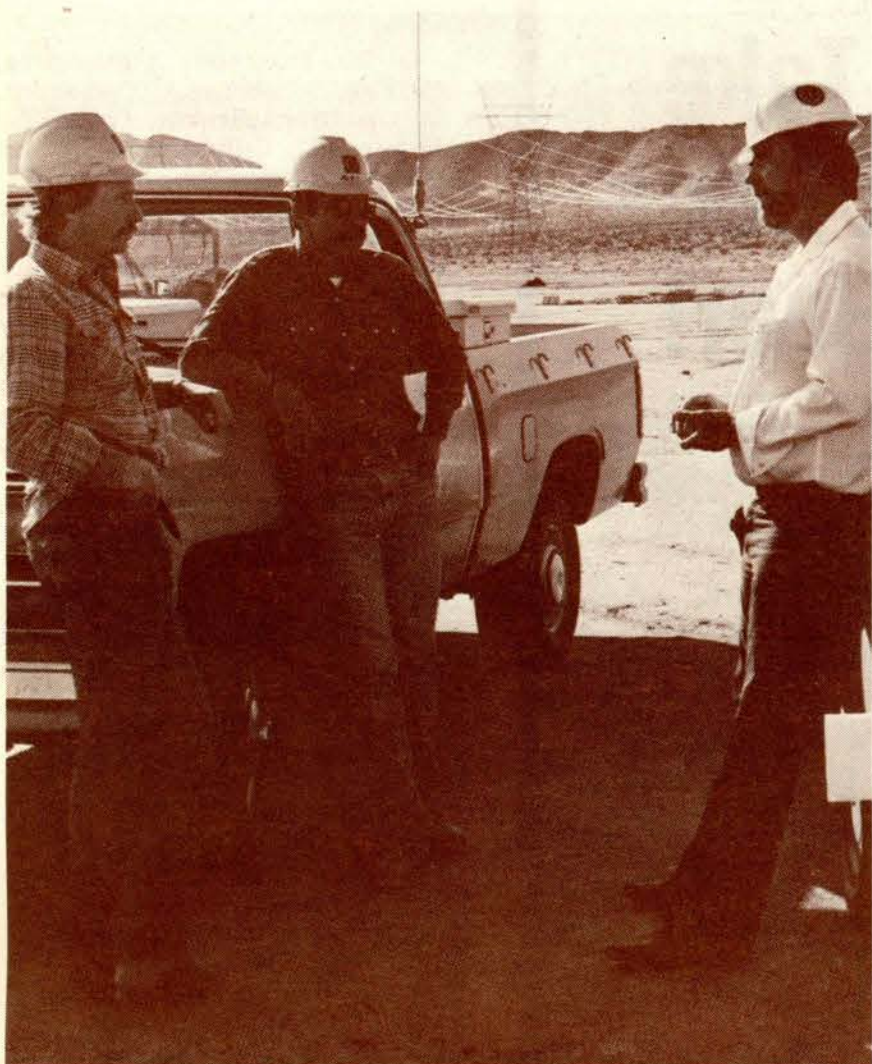
Qantas Airways.

Raley's Food Market, Oakhurst, Madera County.

State Farm Insurance Complex, Santa Rosa.

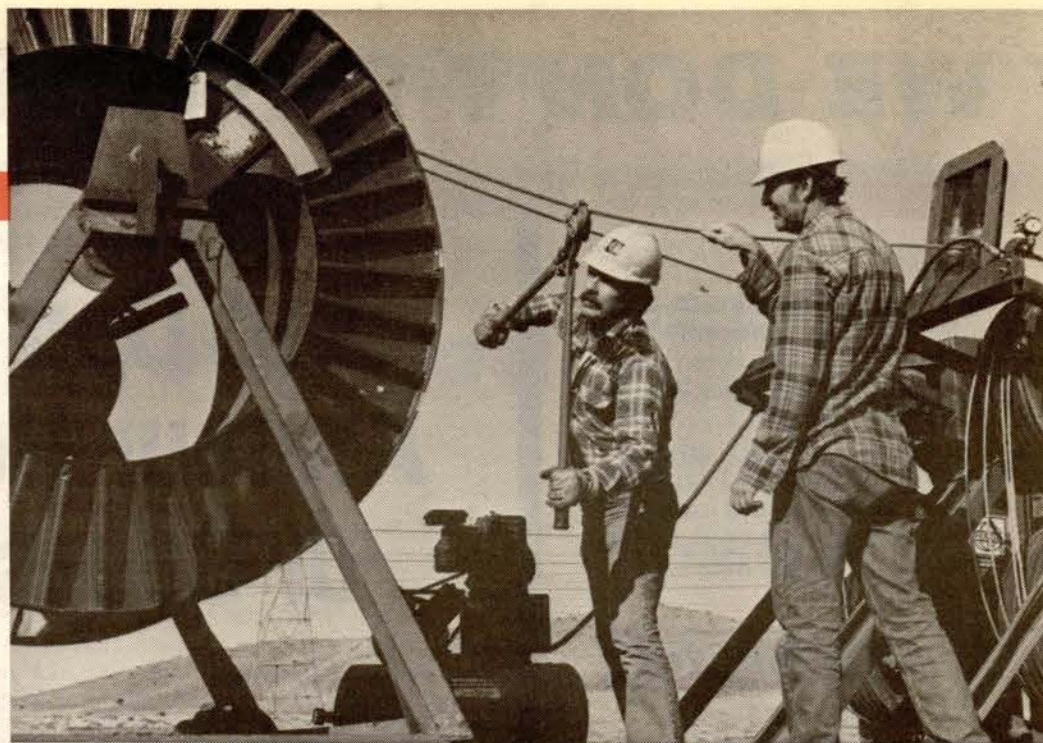
Twin Pines Federal Savings and Loan Assn., branches in El Cerrito, Berkeley, and Walnut Creek.

OUTSIDE LINE



L-R, General Foreman Kenny Bruce and Shop Steward Alex Urrutia meet in the field near Baker, California with Business Representative Tom Conrad.

PHOTOS: Carol Bedsole



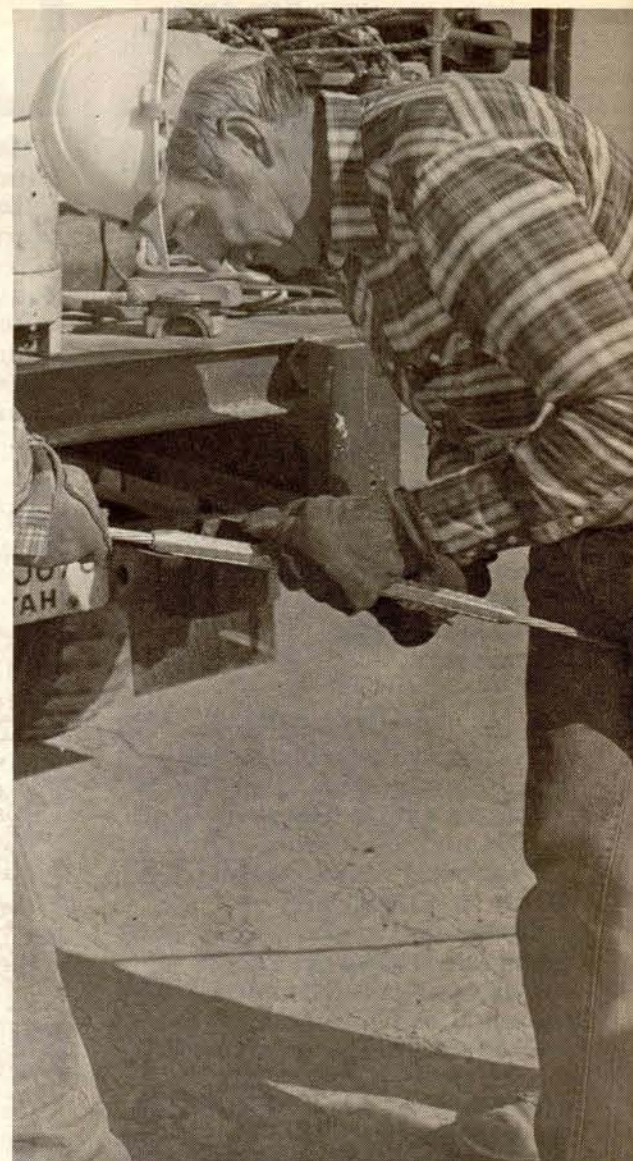
Members Henry Hardigan and Fritz Carter, Linemen cut wire on static wire tensioner.



Smoke rises from diesel engine on the wire puller in desert valley.



Lineman Carter shooting sag angle, and calling instructions to Wire Foreman.



Lineman Bill Hayes dressing static sleeve and filing r

Members construct new 500kV dc power line

More than 100 members in Outside Line worked on construction of the new 500-kV dc line running from Adelanto, California to Delta, Utah.

Started in May 1984, the project came in two months under schedule with our crews completing work in August 1985.

The new line is part of the Intermountain Power Project which will bring additional power to the Los Angeles basin.

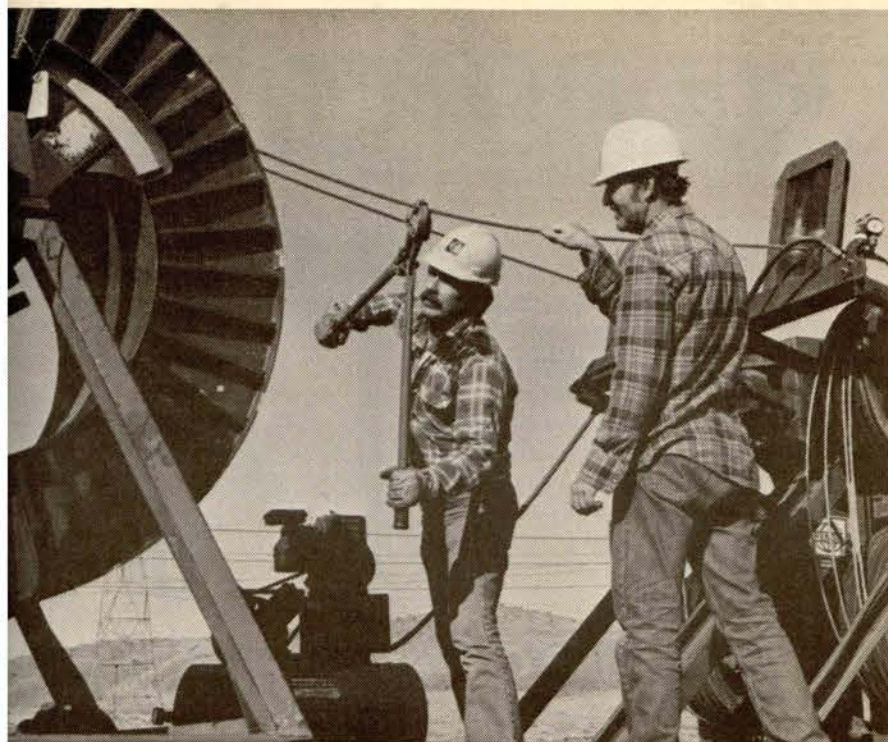
Business Representatives Tom Conrad and Curt Peterson report that the job ran very smoothly from the start.

"Our crews were experienced and highly qualified, and their excellent work showed it," Peterson and Conrad said. "We're real proud of the work our members did on this major project. There virtually were no problems."

The line starts east of Los Angeles at Adelanto where a Direct Current converter station is in the construction stages; and continues through desert and mountainous terrain to Delta where it is fed by a coal-fired plant.

Work on a 244-mile section for the 490-mile line was undertaken in conjunction with IBEW Local 357 in Nevada.

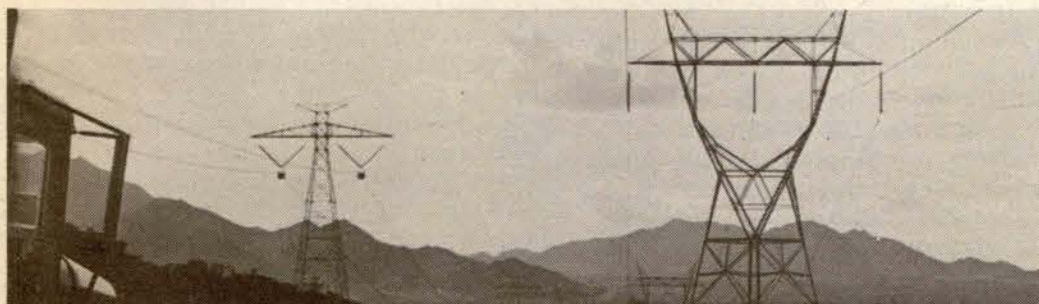
Prime contractor in California and Nevada was Commonwealth Electric. Our member Kenny Bruce was General Foreman, and at age 29 is certainly one of the youngest GF's on the job of this dimension in the United States. Larry Beiler was project manager, and John Thomlinson was job superintendent. All members are to be congratulated for the superior quality work that went into this extensive project.



Larry Hardigan and Fritz Carter, Linemen cut wire on static wire tensioner.



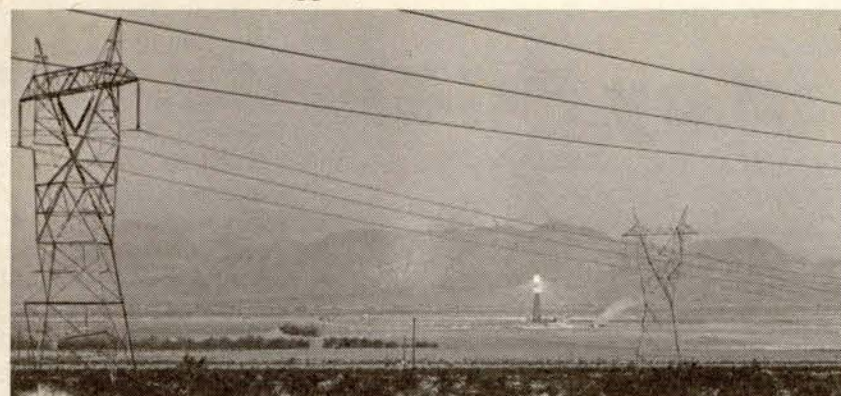
from diesel engine on the wire puller in desert valley.



New line runs parallel to an existing line which was constructed in 1938. Below bright light in background of both lines is Solar Plant in Daggett, California.



Lineman Bill Hayes dressing static sleeve and filing rough edges.



Crew sagging the static wire.

Busin
Peters

Interm
symbo

Members construct new 500kV dc power line

More than 100 members in Outside Line worked on construction of the new 500-kV dc line running from Adelanto, California to Delta, Utah.

Started in May 1984, the project came in two months under schedule with our crews completing work in August 1985.

The new line is part of the Intermountain Power Project which will bring additional power to the Los Angeles basin.

Business Representatives Tom Conrad and Curt Peterson report that the job ran very smoothly from the start.

"Our crews were experienced and highly qualified, and their excellent work showed it," Peterson and Conrad said. "We're real proud of the work our members did on this major project. There virtually were no problems."

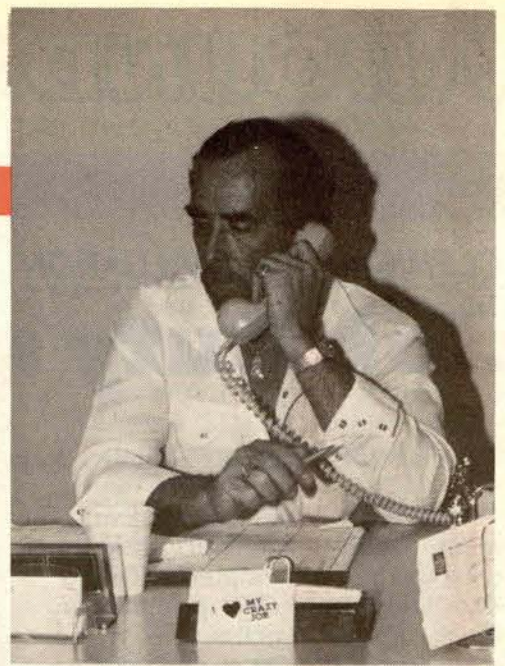
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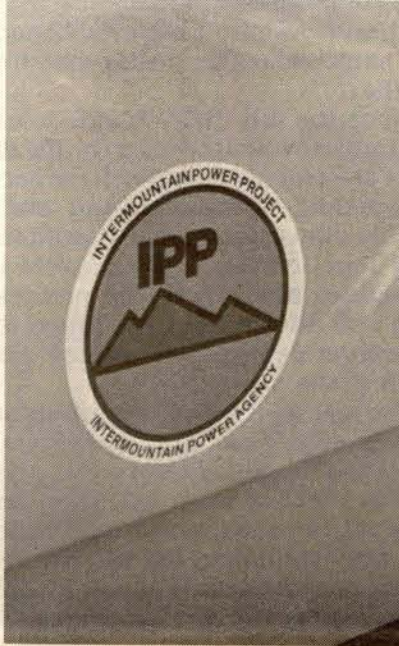
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Business Representative Curt Peterson.



Business Representative Tom Conrad, earlier had been a Steward on the IPP job.



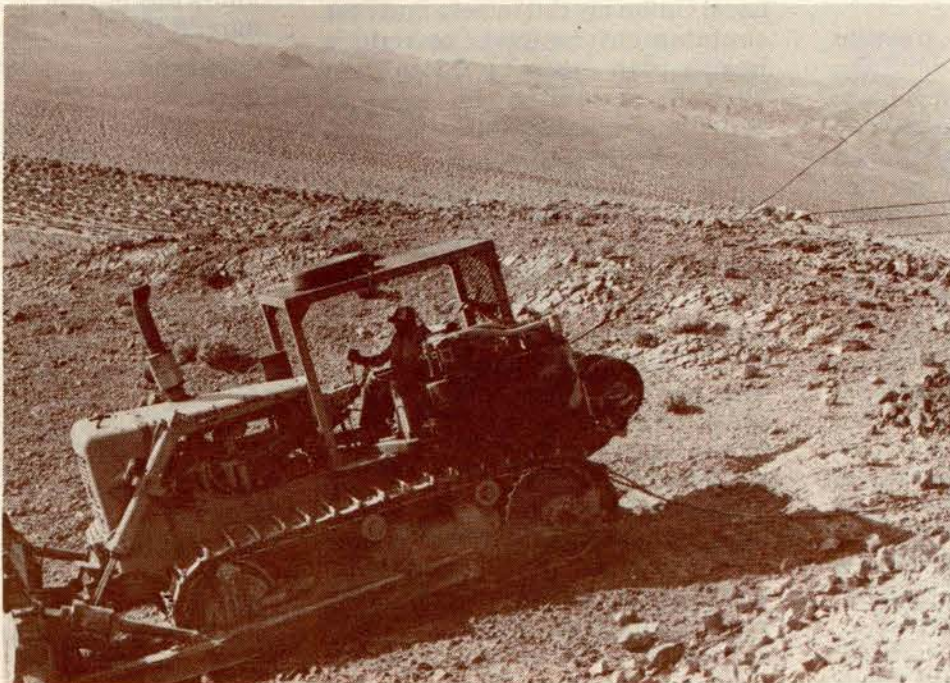
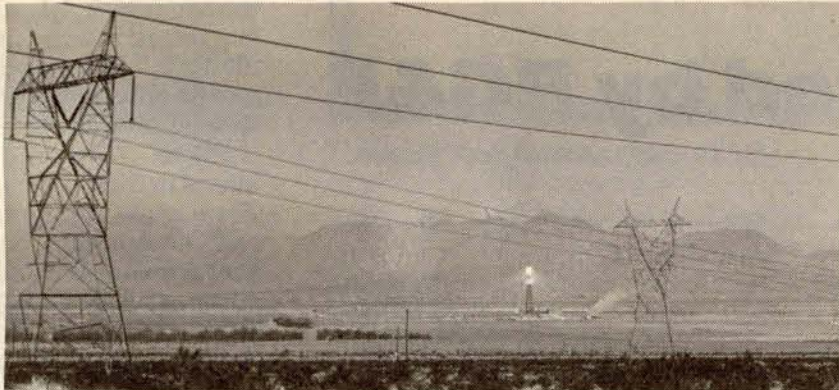
Intermountain Power Project symbol.



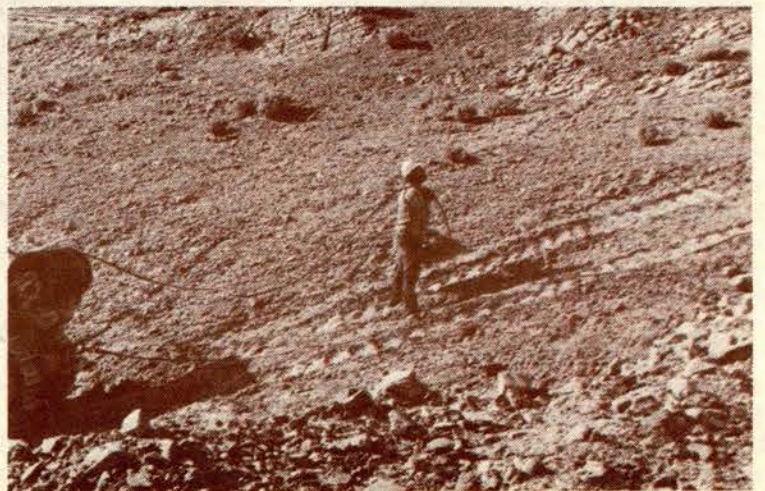
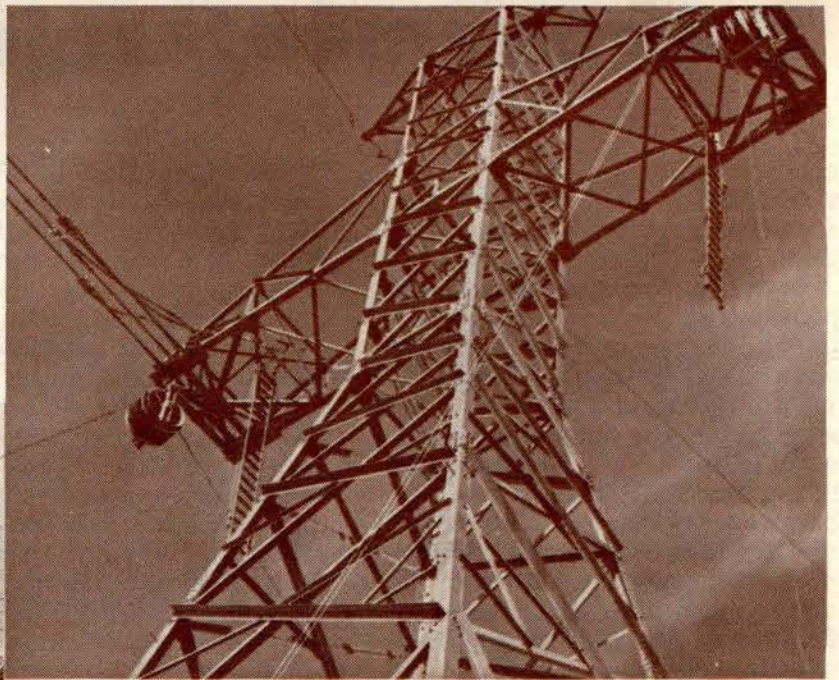
Dispatcher Charlee Chandler coordinated field assignments from Claremont office.



New line runs parallel to an existing line which was constructed in 1938. Below bright light background of both lines is Solar Plant in Daggett, California.



Crew sagging the static wire.



CLERICAL JOB EVALUATION

Job Duty statements reviewed

By Assistant Business Manager Roger Stalcup

The joint IBEW-PG&E Job Evaluation Committee is continuing its review of job duty statements and knowledge and skill profiles for those duty statements.

For each of the clerical lines of progression (Customer Services, Accounting, and Operating), a three-person subcommittee is reviewing each of the duty statements (up to 10) listed by employees included in the most recent survey (about 450 employees).

This review process will ensure that the statements actually describe a duty rather than a task; will ensure that the duty is properly stated in an established format, and that the knowledge and skill level stated by the employee, and reviewed by an immediate supervisor is consistent with profiles established from employee/supervisor input collected during late 1984.

Where inconsistencies exist, they must be individually examined to determine the reason for the difference. Once the reason is identified, an adjustment must be made.

When this process is complete, the duty statements and knowledge and skill profiles for each line of progression will be compared with the duty statements and knowledge and skill profiles from the other two lines of progression to ensure that each subcommittee has established the same values for duties that are similar.

Once the full IBEW-PG&E Joint Committee has agreed on the list of duty statements along with the corresponding knowledge and skill profile, consultants Gene Hamilton and Tom Johnson will complete a computer analysis of the profiles and will advise the Committee of computer-determined values for each of the duties.

The value of a specific group of duties, such as would typically be assigned to an employee in the PG&E Clerical unit, will then be analyzed by the Committee. While the duty statement list will not include all duties assigned to PG&E

Clerical employees, it has been developed in such a way that unlisted duties can be valued by comparison to established duties.

Shortly, the Joint Committee will reach the point at which value levels that will separate one classification from another will be established.

As a final step in the negotiating process, the Joint Committee will develop an administrative guideline, complete with detailed instructions to employees and supervisors, job analysis along with examples of completed questionnaires, lists of benchmark duty statements, and action words typically used in duty statements.

The manual will also include an appeals procedure which will be utilized when there is a dispute over the established level of a job.

While the complexity of this process makes it difficult to identify a completion date, the Joint Committee is committed to an all-out effort to complete the project by the end of the year.

General Construction per diem rates finalized

By Assistant Business Manager Roger Stalcup

On August 27, 1985, after four meetings starting on July 19, the General Construction Per Diem Negotiating Committee reached an agreement on per diem amounts for 1986 and 1987.

Initially, the Local 1245 Committee proposed increases in the current amounts in all zones plus an excess mileage allowance for employees who report to headquarters more than 100 miles from their residence.

PG&E initially proposed elimination of the first three zones, thereby requiring employees to travel up to 55 miles, one way, before becoming entitled to per diem expenses.

Union Committee members opined that PG&E could save substantial amounts currently spent on per diem by better management of manpower and suggested use of a computer to identify manpower needs by geographic areas cross-referenced to where employees live.

PG&E Committee members stated in their opinion that per diem costs must be contained in order that GC remain competitive and that employees should not be entitled in this day and age to per diem when traveling relatively short distances from home to work.

After each party submitted five different proposals to the other, the following per diem amounts were agreed to:

Current	1986	1987
Zone 1		
5.25	5.50	5.50
Zone 2		
9.00	9.25	9.25
Zone 3		
12.25	12.50	12.50
Zone 4		
17.00	17.25	17.25
Zone 5		
22.00	22.25	22.25
Zone 6		
32.50	33.25	34.25

At the conclusion of these negotiations, PG&E indicated that they would be looking at increasing the distance traveled prior to payment of per diem when proposals are exchanged for the next round of bargaining two years from now.

The Union Committee indicated it would again be looking at an excess mileage proposal, as well as a manpower allocation system keyed to department, classification, and residence area.

NO CHANGE IN BENEFITS

Improvements rejected by PG&E

From PAGE ONE . . .

concept. Emerging from these talks was an offer from the carriers to present a Preferred Provider Plan to the Company.

Both Blue Cross and Blue Shield conveyed to the Union and Company the opportunity to gain substantial savings from Preferred Provider hospitals and physicians. (In such a plan, the carriers negotiate reduced rates with hospitals and physicians, thus reducing the Company Health Plan costs. This Preferred Provider concept would have been an additional Health Plan option to all employees.) However, in addition to this new Preferred Provider concept, Blue Cross presented a Preferred Provider PLUS Plan which provides rate reductions attributable to current Blue Cross members who by chance obtain the services of Preferred Provider hospitals and physicians. It was estimated that 44 percent of our Blue Cross members use Preferred Provider physicians and 67 percent use Preferred Provider hospitals which would result in an annual \$3.5 million savings to the Company.

As bargaining progressed, Assistant Business Manager Manny Mederos attempted to persuade the Company to accept both the new Preferred Provider concept and the

Preferred Provider PLUS Plan, but the Company responded with a "Why should we?" attitude. At this point, the Committee realized the Company planned to run with the Preferred Provider PLUS Plan and its associated \$3.5 million savings without sharing any part of it with the membership.

If the Company had agreed to both the Preferred Provider Plan and Preferred Provider PLUS Plan, they may have realized an annual savings of \$5 million although some of these additional savings may have provided Plan improvements as incentives to prospective enrollees of the Preferred Provider Plan.

The Committee believes that the Preferred Provider Health Plan would have achieved long-term cost controls of hospital and physician services if agreed to by the Company. The Committee's goal was to eventually achieve 90 percent participation in a Preferred Provider Health Plan enabling the Company to take full advantage of hospital and physician negotiated rates.

It became apparent that the Company had decided early in bargaining not to consider a true Preferred Provider Plan, thus not realizing possible higher savings which would have been guaranteed

in writing by the carriers. The Company has taken a short-term solution to cost containment in health plans and we do hope they become more responsive to true cost containment during 1987 General Bargaining.

During 1982 bargaining, our Local Union agreed to help find cost containment methods to reduce health plan costs by \$3 million without reducing the level of benefits. We have more than met this commitment!

The Committee at the onset of bargaining decided not to get into a *takeaway mode* and sensed the membership shared their feelings.

The Union plans to accept two additional health plans: Take Care and Health Plan of America, and also, to allow expansion to service areas of existing Health Maintenance Organizations by means of a previous agreement.

Members of IBEW Local 1245's negotiating team included: Manny Mederos, Assistant Business Manager and Spokesperson; Jerry Cepernich, Cable Splicer; Barbara Hartke, Service Representative; Stu Neblett, Communication Technician; Arlis Watson, Line Subforeman and Business Manager McNally.

'86 COLA

Hike starts in Jan. for members at PG&E, PGT

From PAGE ONE...

Consumers, and those figures can be confusing, since Local 1245 doesn't use them for our COLA calculations.

The Consumer Price Index increase is based on the negotiated formula, Section 500.3 of the Physical Contract and Section 25.3 of the Clerical Contract.

From July 1984 to July 1985, the C.P.I. rose from 307.5 to 319.1. The resulting 11.6 points increase was divided by .3 and equals 38¢ an hour or \$15.20 a week increase for all employees across the board. Future C.P.I. increases will be reflected in January 1, 1987 wages.

To compute your January 1, 1986 wage add:

Your weekly salary	
Jan. 1, 1985	= \$
Less 1985 COLA	- \$ 12.40
Result	= \$
3% of result	+ \$
Re-add the 1985	
COLA	+ \$ 12.40
Add 1986 COLA	+ \$ 15.20
Total Jan. 1, 1986	= \$
Rounded to next	
highest nickel	= \$

EXAMPLES

DIVISION LINEMAN

Salary Jan. 1, 1985 =	\$667.45
Less 1985 COLA	- \$ 12.40
Result	= \$655.05
3% of result	+ \$ 19.65
Re-add the 1985	
COLA	+ \$ 12.40
Add the 1986	
COLA	+ \$ 15.20
Total Jan. 1, 1986	= \$702.30
Rounded	= \$702.30

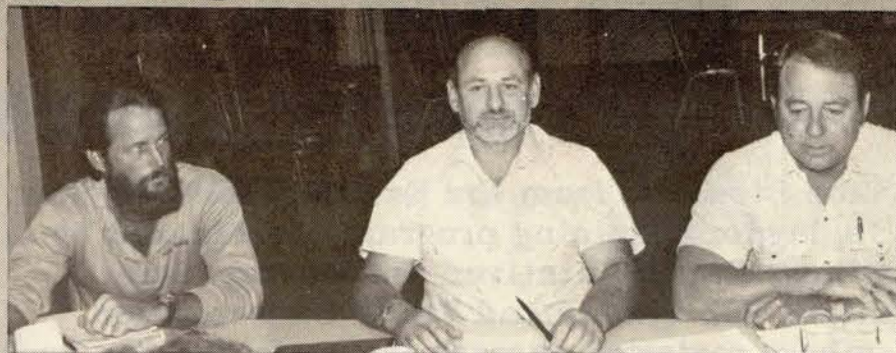
GENERAL CONSTRUCTION JOURNEYMAN

Salary Jan. 1, 1985 =	\$700.25
Less 1985 COLA	- \$ 12.40
Result	= \$687.85
3% of result	+ \$ 20.63
Re-add the 1985	
COLA	+ \$ 12.40
Add the 1986	
COLA	+ \$ 15.20
Total Jan. 1, 1986	= \$736.08
Rounded	= \$736.10

GAS SERVICEMAN

Salary Jan. 1, 1985 =	\$640.70
Less 1985 COLA	- \$ 12.40
Result	= \$628.30
3% of result	+ \$ 18.84
Re-add the 1985	
COLA	+ \$ 12.40
Add the 1986	
COLA	+ \$ 15.20
Total Jan. 1, 1986	= \$674.74
Rounded	= \$674.75

Taking care of business



PHOTOS: Carol Bedsole

Taking care of business at a recent General Construction Joint Grievance Committee meeting at Local Union Headquarters were, top photo, members L-R, Lineman Randy Abbott; Business Representatives Joel Ellioff and Gene Wallace; bottom photos, L-R, Barry Humphrey, Station Department; Business Representative Ron Van Dyke; Monte Penland, Alternate, Paint; and Al Caleros, Gas.

GROUNDMAN/HELPER

Salary Jan. 1, 1985 =	\$504.90
Less 1985 COLA	- \$ 12.40
Result	= \$492.50
3% of result	+ \$ 14.77
Re-add the 1985	
COLA	+ \$ 12.40
Add the 1986	
COLA	+ \$ 15.20
Total Jan. 1, 1986	= \$534.87
Rounded	= \$534.90

FITTER-GAS T&D

Salary Jan. 1, 1985 =	\$599.10
Less 1985 COLA	- \$ 12.40
Result	= \$586.70
3% of result	+ \$ 17.60
Re-add the 1985	
COLA	+ \$ 12.40
Add the 1986	
COLA	+ \$ 15.20
Total Jan. 1, 1986	= \$631.90
Rounded	= \$631.90

SERVICE REPRESENTATIVE

Salary Jan. 1 1985 =	\$580.20
Less 1985 COLA	- \$ 12.40
Result	= \$567.80
3% of result	+ \$ 17.03
Re-add the 1985	
COLA	+ \$ 12.40
Add the 1986	
COLA	+ \$ 15.20
Total Jan. 1, 1986	= \$612.43
Rounded	= \$612.45

UTILITY CLERK

Salary Jan. 1, 1985 =	\$433.35
Less 1985 COLA	- \$ 12.40
Result	= \$420.95
3% of result	+ \$ 12.62
Re-add the 1985	
COLA	+ \$ 12.40
Add the 1986	
COLA	+ \$ 15.20
Total Jan. 1, 1986	= \$461.17
Rounded	= \$461.20

ARBITRATIONS

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 Concepcion heard the case on May 2, 1985, and briefs were filed on August 1, 1985. The case has been settled by the Arbitrator. Details will be reported in the next issue.

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. The case has been settled by the Arbitrator. Details will be reported in the next issue.

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. Transcripts have been received and briefs will be filed in September.

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. Transcripts have been received and briefs will be filed in October.

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.

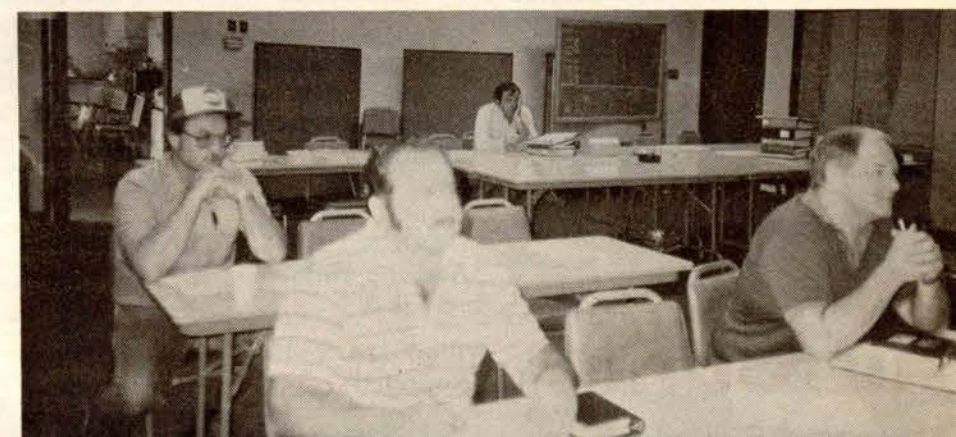
Arbitration Case No. 137 involves the discharge of three Belmont Credit Representatives for allegedly "withholding company cash collections, falsification of company records and misuse of company time" and the five-day suspension of one Credit Representative for alleged "falsification of company records 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 on January 6, 1986.

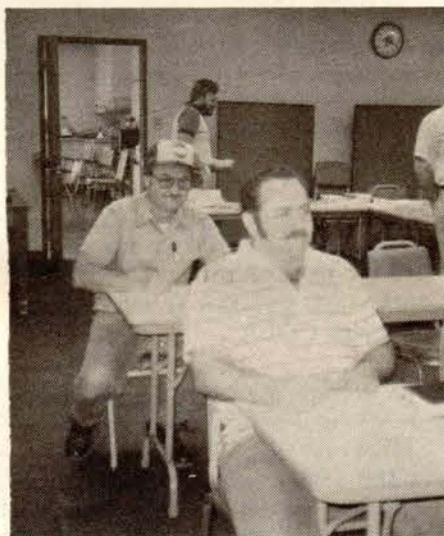
Arbitration Case No. 139 involves the discharge of a General Construction Garage Mechanic for refusing an order to be examined and tested by a company doctor to determine if he was under the influence of intoxicating drugs. Arbitrator Adolph Koven will hear the case on January 21, 1986.

East Bay Shop Stewards

Shop Stewards from the East Bay recently met for a day-long training program coordinated by Business Representatives Art Murray, Sam Tamimi, Bob Choate and Frank Saxsenmeier. Members reviewed current issues facing the Local Union during the program.



PHOTOS: Art Murray



Participants:

Yoshiko T. Ball
Finlay Boag
Stanley A. Clark
Barbara Cook
Richard Cowart
Donna J. Dito
Thomas R. Dorsher

Tanya Ferriera
Pat Friend
Ray Gerber
S. Gutzwiller
David E. Hurst
Gene R. LeMasters
Mataline (Pat) Mickles

Hal W. McClure
Martin Moon
John Roberts
Frank Stokes
Liz VanNieuwburg
Tom D. S. Young

'Red' Henneberry will be missed

C.P. "Red" Henneberry, a long-time union activist with IBEW Local 1245 passed away on August 14.

Henneberry was a popular member of the Local's Executive Board where he served as Vice President and Treasurer during the early

1970's. He also served on the Executive Board as a representative from the Central Area.

Henneberry worked as an Electrician for PG&E in Oakland, and was a Shop Steward there. Prior to his retirement in September 1979 he had attended dozens of labor-related conferences and workshops while with the Local. He also served as a delegate to IBEW International Conventions.

His efforts on behalf of the Local were far reaching, and his loss is felt deeply by his many friends. Deepest sympathy is extended to his wife Constance "Rosie" Henneberry and their five children and four grandchildren.

The family has requested that those wishing to make memorial donations should send them to St. Vincent de Paul Society, c/o St. Joseph's Basilica, 1101 Chestnut St., Alameda, CA 94501.

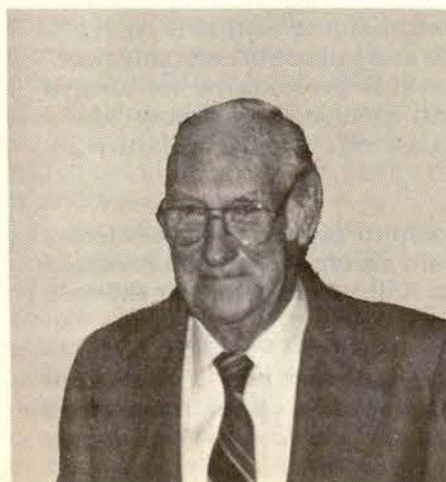


PHOTO: Carol Bedsole

— IN MEMORIAM —
C.P. 'Red' Henneberry
July 24, 1917 — August 14, 1985

CYRIL 'RED' HENNEBERRY
By Frank Skiles

*Loyal friend — o dearest friend
Map of Ireland on your face
The twinkle of your sky-blue eyes
Has much to tell the human race*

*The manly way you keep the faith
Your friendly wit and charm
To be just half the man you are
I'd give my good right arm*

*UNION MAN — I know you care
I feel your strength — I feel your good*

*I'm not alone — I know you're there —
Know you stand for brotherhood*

*You welcomed me into your faith
You made me feel at home —
Me a simple Southern boy
A stranger doomed to roam*

*Merchant Marine and family man
PG&E and KC too*

*A man's man — you stand your ground
Whatever it is you choose to do*

*Now that you're gone I miss you
"Red"*

*May the Angels grant you rest
May you greet the saints in Heaven
With a hearty Irish jest*

For what you are and what you've done

*No way could I repay
True Friend — worth more than all the gold*

In the banks on Judgement Day

*True Friend — worth more than all the gold
In the banks on Judgement Day.*

PUBLIC AGENCIES

Government Coordinating Council #1



At a recent meeting of the Government Coordinating Council #1, participants discussed pending litigation and 1985 wage negotiations. Pictured front row, L-R, Ralph Pearl, GCC #1 Recording Secretary; Business Manager, IBEW Local 1959, Huron, South Dakota; Jerry M. Tracy, Business Manager, IBEW Local Union 640, Phoenix, Arizona; Carl F. Brown, International Representative, Eighth District, IBEW, Casper, Wyoming, and Randy Rau, GCC #1 Vice Chairman, IBEW Local 1759, Mill, Wyoming. Back row, L-R, are Walter Kohrman, GCC #1 Second Vice Chairman, IBEW Local 2159, Montrose, Colorado; Richard T. Barrus, International Representative Ninth District, IBEW, Vallejo, California; Gary Maynard, GCC #1 Treasurer, Assistant Business Manager, IBEW Local 640, Phoenix, Arizona; Jim Healy, IBEW Local 1759, Casper, Wyoming, and Jack McNally, Business Manager, IBEW Local 1245. Not pictured are Business Representative Rich Hafner, GCC #1 Chairman, and Roland E. Gawf, 8th District IBEW, Grand Junction, Colorado.

Many questions, issues surround FLSA application

The United States Supreme Court decision that extended the application of the Fair Labor Standards Act to public employees has created much controversy.

The United States Department of Labor, the agency charged with enforcing the Fair Labor Standards Act, has reported that over 400 complaints have been filed since the Court's decision. The Department has announced that the investigations into these complaints will commence after October 15 of this year.

Opponents of the decision have been complaining that the cost of compliance is astronomical. Randy Hamilton from the Golden Gate Law School in San Francisco has estimated the annual additional payroll cost to public employers in California to be \$300 million, while he estimates the nationwide cost to be \$3 billion a year.

In contrast, the Public Employee Department of the AFL-CIO has responded that such estimates are grossly high. Their estimates are an additional cost of 1 percent to 2½ percent of payroll. They also cite that the same complaints were raised by employers in 1938 when the Act was passed.

Congress has also been active. The House of Representatives has had at least two bills introduced on the subject. One bill would provide for fire fighters and law enforcement personnel to have a choice between overtime and compensation time off, while the other bill would exempt fire fighters and law en-

forcement personnel in total. On the Senate side, various bills have been introduced that would exempt public employees in total, make overtime payments optional, or exempt certain types of public employees.

Out of all of this controversy one thing is clear, the final outcome as to the application of the Fair Labor Standards Act to public employees is not known at this time.

Paradise

At the town of Paradise, a second offer for a two-year contract, with three percent the first year, and two percent the next has been made.

Business Representative Scott Thomas reports that the Town has in the past never wanted more than a one-year agreement.

There are many staffing changes going on in the City government, with a general sense of unrest.

New developments will be reported in the next issue.

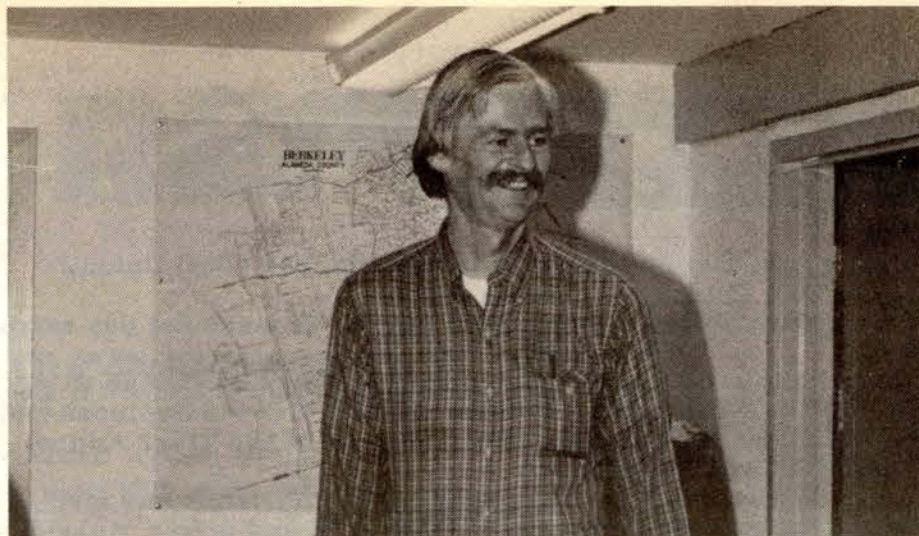
Lindmore

A 4 percent wage increase was recently ratified by our members at Lindmore Irrigation District.

A Dental Plan was included in the new Agreement.

Clyde Berger represented our members at negotiations.

PHOTO: Carol Bedsole



Focus: Shop Steward Bob Wilkins

Bob Wilkins is a Shop Steward and Bargaining Committee member at the City of Berkeley. He has been a member of Local Union 1245 for five years and finds it a challenging experience. "Dealing with many changes currently going on in the public sector, and protecting the interests of the members takes a big commitment," Wilkins said.

Wilkins feels his best asset is communicating well with his supervisors as well as our members, which pays off in a good union-management relationship.

Wilkins is often involved with changing policies that the City wants implemented, and he makes sure it is in the best interest of both parties.

He believes that it is important to participate in open and straight-forward discussions on issues that directly affect the members' health and welfare.

Wilkins feels loyalty is especially important for anyone who represents others. He sticks by members, taking care of their interests.

Bob Choate, Business Representative, expresses much appreciation for Wilkins' work and continued interests.

"He does a great job of keeping me informed on important issues of interest to the Local and always keeps in touch with me, even when everything is quiet. He's a great asset to local 1245," Choate said.

NEVADA SCENE



IBEW Local 1245 members at the Nevada State AFL-CIO annual convention are shown with State Federation Executive Secretary-Treasurer Claude 'Blackie' Evans, front row far right. Pictured with Evans, front row L-R are Business Representative John Stralla, and member Dora Carone. Back row, L-R, are Kathy Tindall, Rhonda Drew, Business Representative Mack Wilson and Marsha Barber.

Golf Tournament big success

Once again there was a great turnout for the Local Union's Annual Golf Tournament in San Ramon.

There were plenty of volunteers helping to make the day extra special.

Coordinator Lou Anzaldo extends a very special thanks to Mel Oliver, Mike White, Jack Lacombe, Ed Miles, Linda Espinosa and Jim Kuhns for contributing to the success of the Third Annual Local 1245 Golf Tournament.

Anzaldo also extends a "big thank you" to friends and merchants who so generously contributed gifts and prizes. Anzaldo says he's looking forward to an even bigger turnout next year.

Winners included:

	Gross	Blind Bogey	Net
Low Net: Mike O'Neill	84	7	77
Low Gross: Sam Thomas	84	6	78
Long Drive: Gary Keiser			
Closest to hole: Art Perryman Jr. 12' 1"			

Flight Winners:

1st Flight: Phil Peidra
2nd Flight: Mike O'Neill

3rd Flight: Bill Hall
4th Flight: Kenny Fong

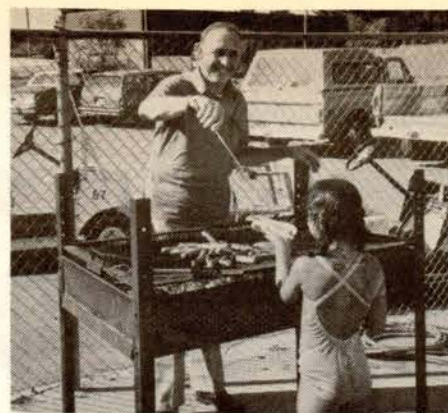


Tournament trophies.

PHOTO: Linda Espinosa



Trio on fairway, Business Manager Jack McNally, center.



Hot dogs popular as ever.



Coordinator Lou Anzaldo, right with volunteer.



Serious foursome.



Great drive.

Davey Tree Negotiations

Local 1245 is currently in the process of selecting members of the 1986 Davey Tree — Local 1245 Negotiating Committee which will be announced in the next issue of the Utility Reporter.

The Union's Committee will review membership proposals and develop Local 1245 bargaining proposals to amend the current 3-year Agreement beginning at the end of September.

Bargaining for this 900-member group is expected to commence after October 1, 1985 between Company and Union Negotiating Committees. Assistant Business Manager Orv Owen pointed out that based on the current economic climate throughout the nation and the Tree Industry in particular, negotiations on improvements in the current Agreement will be extremely challenging for Union's Committee this year.

"Our members have submitted extensive, well thought out proposals covering wages, benefits, and especially paid time-off provisions of the current Agreement," Owen reported.

Mt. Wheeler

Business Representative Mack Wilson reports that negotiations are at a standstill at Mt. Wheeler Power.

A first offer of 1.9% increase in wages was voted down by our members.

A second offer that Mt. Wheeler representatives came up with was an insulting 1% increase.

"After last year, receiving a 30 cent per hour increase, our members are looking for some more meaningful figures this year," Wilson said.

Mt. Wheeler put the 1% into effect on August 1, which the Local Union opposes.

GEO

IBEW Local 1245 has sent a letter to representatives at GEO that we want to get back to the table, Business Representative Bob Choate reports.

At press time, movement was at a standstill since the last offer was turned down by a vote of 7 to 6.

Currently, members are being paid their shift differentials which are at issue.

Member Mark Geiser has been working with Choate on negotiations.

Group W Cable

Local 1245 has filed grievances protesting Company's unilateral implementation of their "Standards of Conduct" policy in Group W Cable systems under a collective bargaining agreement with Local 1245. Company stated that their "Standards of Conduct guidelines are intended to assist employees in establishing examples of unacceptable conduct"; Local 1245 contends that implementation of such standards of conduct significantly changes the working conditions of our members and cannot be implemented without agreement with Local 1245.

The dispute is not whether or not the standards are reasonable or unreasonable, the dispute involves Company's decision to circumvent the Labor Agreement by arbitrarily and unilaterally establishing working conditions not agreed upon by Local 1245.

Elko

Elko Telephone, CP National members have a new three-year agreement which went into effect August 1, 1985.

The new contract calls for annual wage increases of 3 percent August 1, 1985, 2 percent August 1, 1986 and 2 percent August 1, 1987.

Additionally, a number of contract language changes were agreed to by the Local Union and Elko Telephone.

1245 UPDATE

Citizens Utilities

The Review Committee is currently considering a number of unresolved meal grievances. It is apparent after two days of discussions that the parties are far apart on the application and interpretation of the meal provisions of the current Agreement.

Union members of the Review Committee have consulted with Union's Negotiating Committee on their meaning and intent relative to the change they made in the meal provisions during bargaining. The basic dispute continues to involve the interpretation of the phrase "working beyond" as it appears in Section 13.12(a) and (b) of the Labor Agreement.

Company members of the Review Committee contend that "working beyond" should be interpreted as hours worked continuously beyond the employee's regular hours on a regular work day. Union members of the Review Committee have been advised by the Union's Negotiating Committee members that the phrase "working beyond" is to be interpreted as all hours worked beyond the employee's regular work hours and regular work days. As it stands now, these meal grievances will be submitted to arbitration for resolution.

CP National benefits

CP National has requested that the Joint Benefit Negotiating Committee return to the bargaining table to resume negotiations on the Medical/Dental, Vision Care and Short-Term Disability Plans.

A meeting between the Company and Union Negotiating Committees was held on Tuesday, September 10, 1985 at Company's corporate headquarters in Concord.

The Company's offer of March 28, 1985 to amend the above-mentioned benefit plans as previously reported was rejected by Local 1245 members by a 7-to-1 margin in April.

The September 10, 1985 meeting was the first meeting scheduled since the rejection of Company's first offer. Details updating latest negotiations will be in the next issue of the Utility Reporter.

Members of Local 1245's Negotiating Committee are Dora Carone, Elko; Mike Andrews, Needles; Donald Raymond, Lassen, and Robert Robinette, South Tahoe; and Business Manager Orv Owen. Assisting the Union's Committee are Business Representatives Jack Osburn, John Stralla, Wayne Weaver and Mack Wilson.