



# UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

## 1986 PG&E wage increase: 5.2% increase in weighted average

As a result of Local 1245's 1984 bargaining with PG&E, all Local 1245 members at PG&E received a wage increase effective January 1, 1986, which will result in a 5.2% increase in the weighted average hourly rate for Local 1245-represented employees.

The increase is governed by a negotiated formula contained in Section 500.3 of the Physical Contract and

Section 25.3 of the Clerical Contract.

The increase comes in two parts — 3 % of an employee's salary; plus an across-the-board increase of \$15.20 a week based on the change in the Consumer Price Index from July 1984 to July 1985.

A wage increase based upon the same negotiated formula will also go into effect on January 1, 1987.

See PAGE 9

### SMUD

## Several Local 1245 Arbitrations pending

Several arbitrations are pending between Local 1245 and the Sacramento Municipal Utility District. Described below are the arbitration of a discharge held in December and the arbitration of several contract issues scheduled to be heard in January.

### Discipline Case— Warehouse Discharge

As a result of a partial "bench ruling" by Arbitrator Kathy Kelly on Thursday, December 19, a Senior Materials Handler assigned to Rancho Seco who was fired in February, 1985, is back on the job at Rancho Seco while the issue of back pay is decided either through settlement or by Arbitrator Kelly.

The grievant, who has worked for SMUD since 1968, was suspended for five days in the fall of 1984 for what the District characterized at the arbitration hearing as "exercising poor judgment" in his dealings with a subordinate on the job. As a result of allegations made against the grievant concerning conduct in December, 1984, he was terminated in February, 1985.

After a thorough investigation of the case in the Fact Finding level by Local 1245 Shop Steward Glenn Hurdle, Business Representative Gary Mai referred the case to arbitration. A two-day hearing was scheduled with Arbitrator Kelly on December 18 and 19, 1985.

At the conclusion of the second day of testimony, Arbitrator Kelly took the unusual step of issuing a partial decision immediately, without waiting for written briefs or closing argument from the parties. Although she did not pass judgment on either the appropriateness of the original five-day suspension or the issue of back pay, she ruled that the termination was inappropriate and ordered the District to reinstate the grievant immediately.

As the grievant returned to work, he took the time to send Local 1245 a note of thanks for "giving my family the most wonderful Christmas of all." As this issue went to press, settlement discussions were ongoing on the subject of back pay; if settlement is not reached, briefs will be submitted to Arbitrator Kelly for her determination.

### PACIFIC TREE ARBITRATIONS

## Headquarters change travel pay

Five grievances involving the same contractual argument were scheduled for a single arbitration in January before Arbitrator Robert Le Prohn. The underlying contract language was changed in 1985, but the issue remains an important one for Local 1245 members.

The collective bargaining agreement in effect in 1984 between Local 1245 and Pacific Tree provided employees assigned to temporary headquarters with travel pay to the temporary headquarters as well as mileage for travel in their personal vehicles.

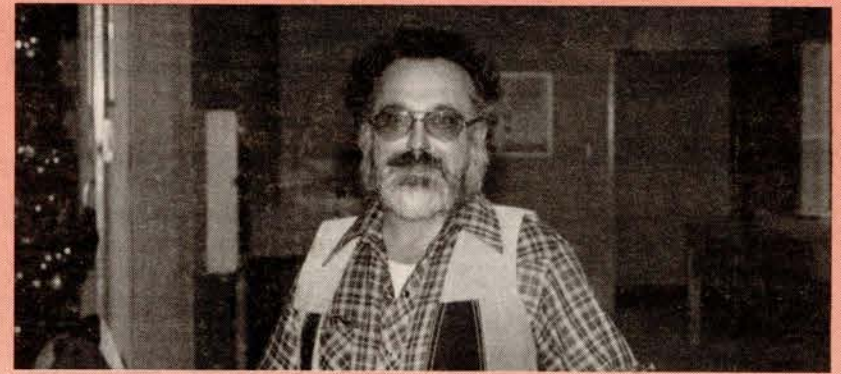
All five grievances which have been consolidated into this single arbitration were filed in late 1984 after the Company moved crews fur-

ther into the hills without regard to seniority or the lay-off and demotion provisions of the contract.

Local 1245 has argued that because the company did not comply with the lay-off procedures of the agreement, the assignments were not permanent headquarter changes but were in fact temporary assignments entitling the grievants to pay for travel time and mileage for use of their personal vehicles to travel between their original headquarters and their subsequent assignments.

Four grievants (Michael Higgins, Larry Jennings, Robert Richards, and Dennis Smith) are from the Stockton Division, while the fifth (Jerry Gentry) was originally assigned to Oroville.

## Joe Caballero back on job



Joe Caballero, PG&E North Bay Electrician, recently returned to work after Arbitrator Gerald McKay ruled that his termination in 1984 violated the Company's contract with Local 1245. Brother Caballero, who is approaching his twentieth service anniversary with PG&E, was reinstated with full back pay and his previously unblemished disciplinary record was restored as a result of Local 1245's efforts.

### SIERRA PACIFIC ARBS

## Failure to fill Water Treatment Working Foreman positions

An arbitration involving contract language was scheduled to be heard by Arbitrator William Rule in Reno, Nevada, on Wednesday, January 15, 1986.

**Grievance Background:** The grievance was filed after the Company created several non-bargaining unit supervisory positions in the Gas and Water Production Department at Glendale.

In 1980, the Union and Company agreed that a Senior Plant Operator would be upgraded to Foreman each shift as long as there was a Senior Operator and two other employees on the shift. It was the Union's understanding during these talks that the upgrades would continue on a temporary basis for one year and then become permanent.

In 1981 negotiations, the Company and Union agreed to the creation of a new bargaining unit classification — Foreman, Shift, Working, Water Treatment, with the new classification's wage rate, job duties and working hours to be effective on April 6, 1981.

Instead of filling the bargaining unit jobs, in 1984 the Company created a supervisory position, Field Supervisor, Water Treatment Division.

**Arguments:** The Union's position in this arbitration is that the Company was bound by its representative's promises in 1980 to fill the bargaining unit working foreman jobs on a full-time basis, and that the Company is improperly using supervisors to perform bargaining unit work.

The Company's position is that the Company was not obligated to create positions within the negotiated classification of bargaining unit working foreman, and that its supervisors have not performed bargaining unit work.

### Contract Interpretation Cases— Fresh Pond Overtime Meals

Arbitrations involving two contract interpretation questions were scheduled for January 20, both arising at SMUD's Fresh Pond facility.

The first grievance was filed after SMUD refused to pay employees working ten-hour shifts for meals. Local 1245 has taken the position that the District cannot escape its responsibility for providing a meal break and meal allowance by adding an hour to the beginning of the shift and an hour to the end of the shift; SMUD on the other hand is arguing that past practice supports its position and that the employees' failure to grieve this issue in the past constitutes a waiver of any contractual right to the meal break and allowance.

The second grievance was filed over the right of SMUD to force bargaining unit employees to accept temporary upgrades to bargaining unit supervisory positions.

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## Utility Reporter

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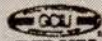
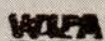
Treasurer  
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# Nominations for Local 1245 Officers open in March

**The election** process will begin in March this year for officers and Advisory Council, with the balloting in June for new three-year terms. In addition, delegates to the IBEW International Convention, which is scheduled to be held in Ontario, Canada, on September 15 through September 19, 1986, will be elected.

Nominations for Local 1245 officers, Advisory Council members, and delegates to the International Convention will be opened at all March Unit Meetings of the membership.

**Article III**, Local Union Bylaws, provides for nominations for the following offices: President, Vice President, Recording Secretary, Treasurer, Business Manager-Financial Secretary, Southern Area Executive Board Member, Northern Area Executive Board Member, Central Area Executive Board Member, At-Large Executive Board Member, and Advisory Council Seats.

Per Article III, Section 2 of our Local Union Bylaws, the office of Financial Secretary shall be combined with the office of Business Manager and must be filled by a member holding an "A" membership (EWBA) as required by the IBEW Constitution.

**All members** throughout the jurisdiction are eligible to participate in the general nomination and election of Local 1245 officers and of the Local's Business Manager-Financial Secretary.

Local 1245 members employed in varying Southern, Central, Northern and At-Large areas which are spelled out in the Bylaws shall participate in their specified areas in nominating and electing the various area Executive Board members and Advisory Council representatives.

By virtue of the offices, Business Manager-Financial Secretary and President shall be delegates to the IBEW International Convention.

**Qualifications of candidates** and procedures for nominations are provided in Local 1245 Bylaws. Listed here are selected sections of Article III:

**Section 5:** Members elected or appointed to office in the Local Union must be able and available to attend all regular and special meetings and to conduct the affairs of their office without compensation or expenses other than provided for in Article X herein. Assistant Business Manager(s) and/or Business Representatives shall not be eligible to hold any elective Unit or Local Union office. They shall, however, be eligible to run as delegates to the International Convention.

**Section 6(a):** Nomination of Local Union officers shall be made under new business at the first meeting of the Units in March 1983 and every three years thereafter. Election of officers shall be conducted in accordance with Article XVIII of the IBEW Constitution and in the manner as further provided for in this Article.

**Section 11:** To qualify as a candidate for Local Union office, Advisory Council Member, or delegate to the International Convention, a member must have at least two years' continuous good standing in the Local Union immediately prior to March 1 in any election year, and provided his dues for the month of January in any election year have been tendered.

**Section 12:** In order to be a candidate for any Local Union office, Advisory Council member, or delegate to the International Convention, a member must be present at the Unit Meeting where he is nominated, or notify the Local Union Recording Secretary in writing on or before March 1 of the election year, that he will run for a specific Local Union office if nominated.

**Section 13:** A member shall not accept nomination for more than one office of the Local Union unless combined under these Bylaws. If a member is nominated for more than one office, he must notify the Judge of the Election promptly in writing not later than April 15 for which office he will be a candidate and decline all other nominations for Local Union offices.

Candidates nominated for the Advisory Council or other Local Union offices may also be nominated as delegates to the International Convention.

**No candidate** (including a prospective candidate) for Local Union office, and no supporter of a candidate for Local Union office, may solicit or accept financial support or any other direct or indirect support of any kind (except an individual's own volunteered personal time) from any non-member of the Local Union or from any foundation, corporation or other entity whose funds are derived in whole or in part from any person not a member of the Local Union. This rule does not apply to the financing of litigation concerning the legal rights of candidates or other members in connection with elections for Local Union office.

**The International Executive Council** shall adopt such regulations as are necessary to implement this provision and Article III,

Section 12, of the International Constitution. The regulations shall provide for the maintenance of such records and the filing of such reports by candidates and their supporters, as may be necessary for the administration and enforcement of this section.

**The International Executive Council** adopted regulations as discussed above in December, 1982. These regulations generally provide for the appointment of an independent Campaign Contribution Administrator who investigates all possible violations of Article 28, Section 21. Further, the Administrator requires candidates to file, on designated dates, campaign finance reports and reviews such reports.

**The regulations provide** that a candidate means a member of the IBEW who takes action directed toward seeking election to the following positions in the Local Union: President, Vice President, Financial Secretary, Recording Secretary, Treasurer, Business Manager, Member of the Executive Board, Member of the Examining Board, and delegate to the International Convention, regardless of whether the member is a formally announced candidate.

The regulations further provide that each candidate who has made expenditures totaling \$100 or more in support of his or her candidacy shall be required to file a campaign finance report with the International Secretary.

**A copy** of these regulations, along with campaign finance reporting forms and instructions for completing these forms are available from the Local Union or the IBEW Ninth District office.

The conduct of labor union elections is also covered by Title IV of the Labor-Management Reporting and Disclosure Act of 1959, as Amended (LMRDA). The U.S. Department of Labor, Office of Labor Management Standards, publishes two booklets: *Rights and Responsibilities Under the LMRDA and CSRA and Electing Union Officers*. These booklets are available from the U. S. Department of Labor, Office of Labor Management Standards, Washington, D. C. 20216, or area offices at the following addresses:

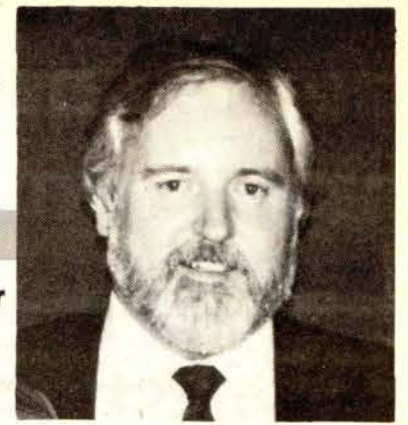
U. S. Department of Labor, Office of Labor Management Standards  
211 Main Street, Room 303  
San Francisco, CA 94105

U. S. Department of Labor, Office of Labor Management Standards  
3660 Wilshire Boulevard, Room 708  
Los Angeles, CA 90010



By Jack McNally

IBEW 1245 Business Manager



## APPOINTMENTS

**PACIFIC TREE EXPERT COMPANY**  
1986 Wage Allocation Committee

Douglas Bonham  
Regina Ottem  
David Vanderplas  
Harry Beckwith

**CP NATIONAL-LASSEN DIVISION**  
1986 Ballot Committee  
Dewey W. Carter

**IBEW** LOCAL UNION 2295  
*International Brotherhood of Electrical Workers* AFL-CIO

14241 E. Firestone Blvd. - Suite 300

(213) 921-7249

La Mirada, California 90638



November 14, 1985

Dear Sir and Brother:

This letter is to inform you that our strike against Miller Brewing Company Irwindale, California has been settled and all economic action has ceased on this date.

The outcome, and ultimate end of the strike certainly does not contain a finalization that we are satisfied with, but it was our determination that the time has finally arrived when discretion is the better part of valor.

We wish to thank you for your cooperation during this endeavor. All requests previously made are now withdrawn.

Fraternally yours,

LOCAL UNION #2295, I.B.E.W.

*A.J. Musingo*  
Albert J. Musingo  
Business Manager and  
Financial Secretary

AJM/mlb  
opeius30  
afl-cio-clc  
cc: Miller Brewing Company

The I.B.E.W. is the oldest, largest, most experienced electrical union in America and Canada

### CHANGE OF ADDRESS

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

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

Old label: \_\_\_\_\_

Name: \_\_\_\_\_

New Address: \_\_\_\_\_  
(Street and Number)

\_\_\_\_\_  
(City and Zip Code)

## Trade Bill with potential to save thousands of jobs vetoed by President Reagan

As the United States Congress was coming to a close last month, both houses passed a trade bill that was sent to President Reagan for signature. President Reagan, however, vetoed an import limitation on textiles, apparel, shoes, and copper.

This bill would have rolled back textile and clothing imports from South Korea, Taiwan, and Hong Kong—the three biggest suppliers to the U.S. market—and would have limited nine other nations to an increase of one (1) percent a year in exports to the United States.

Other parts of the bill would have imposed an eight-year quota on non-rubber footwear imports to reduce the 80 percent share of the U.S. market and provided that the President negotiate import restraints with copper-producing nations.

The force behind this legislation was the ever-increasing elimination of jobs in these industries and the inability of the Multi-Fiber Arrangement, to which the United States and the textile-exporting nations are parties, to regulate the growth of imports.

In 1984, the textile and apparel trade deficit was 16.2 billion, up 53 percent from 1983, and early figures for 1985 indicate the deficit is continuing to leap upward. The current level of these imports represents over one million job opportunities lost.

This legislation would still allow other countries to enjoy 42 percent of the U.S. market for textiles and apparel and 60 percent for imported shoes.

This bill was passed by a bipartisan 255-161 vote in the House and a 60-59 vote in the Senate.

In his veto message, the President contended that the legislation would have boomeranged against America's interest by prompting a retaliatory backlash that would hurt U.S. exports.

In connection with this issue the textile and apparel industries, along with support of the textile unions, have embarked on a program to encourage the public to buy apparel with the "Made in the U.S.A." label.

This Textile and Apparel Trade Enforcement bill is good legislation. The limits imposed by this bill are modest, and in the area of copper it allows the President to negotiate or work out restraints. The textile industry, along with textile unions, strongly supported this bill which has the potential to save thousands of jobs. The Congress in both houses, after much debate, passed this legislation with strong majorities.

When Congress reconvenes this year, the question of overriding the veto will be an issue that they will have to consider.

In Unity,

*Jack McNally*



By Juliann Sum, Industrial Hygienist

## Company sends challenge to electromagnetic field studies

PG&E sent us the following report, in response to a recent Utility Reporter article regarding brain tumors found to be associated with electromagnetic field exposure. The report advocates that evidence of leukemia risk associated with electromagnetic field exposure be viewed with "caution." The report advises the reader to wait until "adequate epidemiologic studies are conducted on particular cohorts of interest," but does not mention the practical difficulties in obtaining large enough numbers of cases which can be analyzed within individual cohorts.

The report disputes findings by Milham and Wright, but does not mention other studies which also show an increased risk of leukemia associated with elec-

tromagnetic fields, including a study of workers in England and Wales.

We see this dispute as an example of differing interpretations of new scientific information. Similarly, PG&E has tended to take a position of "caution" in making conclusions based on available evidence of potential risks, whereas the Local Union has advocated a different kind of "caution"—caution in the interest of worker protection.

Meanwhile, PG&E has shown a general unwillingness to conduct studies to further evaluate potential long term risks. Our requests for epidemiological studies of Geysers illnesses and industrial hygiene studies of thermal degradation PCB by-products are two examples.

## FINDINGS OF LEUKEMIA ON ELECTRICAL EXPOSURE DISPUTED:

Reports suggesting an association between employment in occupations with presumed exposure to electrical and magnetic fields and an elevated risk of leukemia were disputed by Eugenia E. Calle, Ph.D., of the Centers for Disease Control, and David A. Savitz, Ph.D., of the University of Colorado School of Medicine.

In a letter to the *New England Journal of Medicine* (Dec. 5), they said they analyzed mortality data from Wisconsin for 10 electrical occupations used by Drs. Samuel Milham and W. E. Wright in their study in Washington State.

Those studied were electrical engineers, electronics technicians, radio and telegraph operators, electricians, power and telephone linemen, TV and radio repairmen, motion picture projectionists, streetcar and subway motormen, power-station operators and welders and flamecutters.

For each occupation, proportionate mortality ratios were calculated on the basis of all deaths between 1963 to 1978 among Wisconsin white men 20 years of age and older, standardized for age and year of death.

The men in the occupations listed "appear to have no excess mortality from leukemia, in contrast to data from Washington State that show a fairly uniform and significant elevation of leukemia and acute leukemia among men in those occupational groups," wrote Drs. Calle and Savitz.

"In general," they continued, "recent reports on this topic do not show a consistent pattern of excess leukemia for individual occupational groups, with the possible exception of radio and television operators."

"The three occupational groups contributing the greatest numbers of excess deaths in Washington State (electricians, aluminum workers and power-station operators) were not associated with an increased risk in any other study. The current practice of combining these occupations into one group of 'electrical workers' for the purposes of defining and testing hypotheses does not appear to be supported either by considerations of exposure or by consistent patterns of increased risk among the designated occupational groups."

"We believe that the available evidence concerning the possible association between occupational field exposure and leukemia risk should be viewed with caution until workplace exposures are more realistically considered and adequate epidemiologic studies are conducted on particular cohorts of interest."

## Cal/OSHA APPEAL CASE UPDATE

### A. Docket No. 84 - R1D5 - 210 — PG&E, Sonoma

Six general citations were issued January 10, 1984, for lack of employee access to exposure records; lack of posting for certain toxic substances; not supplying employees with access to exposure records; lack of posting for certain toxic substances; not supplying employees with access standard; lack of instruction to employees on permeability of protective coveralls; lack of training on Material Safety Data Sheets in general and for certain toxic substances in specific. Two informational memoranda were issued for hazards due to retention of internal heat by protective coveralls and lack of respirator training.

The appeal hearing for all citations was held on February 6, 1985, and a decision upholding both of the appealed citations was issued on May 21, 1985. The Company filed a petition for reconsideration on June 24, 1985, and opposing briefs were filed by the Union and Cal/OSHA on July 24, 1985. A decision by the Appeals Board is awaited.

### B. Docket No. 84 - R2D3 - 488 — PG&E/GC or Division, Belden, CA

Citation issued for two employees working on road without flagging garments. Appeal filed and Union has third party status; hearing held on March 1, 1985; decision issued 4/1/85 upheld citation and disclaimed independent employee defense. Order for reconsideration on independent contractor issue given April 16, 1985; briefs submitted by Union, PG&E and Cal/OSHA on May 13, 1985, and decision from Appeals Board is awaited.

### C. Docket No. 84-R2D1-652 and 653 — SMUD, Rancho Seco

Two citations issued for not depressurizing system prior to opening and for lack of training for maintenance employees as a result of SMUD Rancho Seco fatalities appeal filed by SMUD; Union granted third party status. Hearings were held on October 24 & 25, 1985, we are awaiting a decision.

### D. Docket No. 85 - R2D1 - 0067 — PG&E, Roseville, California

Serious citation issued on January 7, 1985, to PG&E for not informing injured gas serviceman of specific hazards and specific procedures necessary to stop a one-inch plastic gas line leak prior to inhalation accident on December 13, 1984; appeal filed and Union has third party status. PG&E appeal denied. Serious violation is affirmed. \$300.00 civil penalty.

### E. Docket No. 84 - R1D2 - 1013 — PG&E, San Jose

Serious citation issued on September 13, 1984, for failure to provide suitable covers or barricades to cover exposed energized equipment in a vault where employee was working on a de-energized cable; appeal filed and Union has filed for third party status, no hearing date.

### F. Docket No. 85 - R2D4 - 726 — PG&E, Strawberry

One serious citation issued for not providing grounds on all conductors between work location and each possible source of supply as a result of fatality due to transformer feedback. Hearing has been postponed indefinitely.



# Shasta Area Pin Dinner

On Friday, December 6, 1985, Local 1245 held an awards presentation banquet at the Bridge Bay Resort and Marina in Redding to honor senior members with twenty or more years of membership. Members with thirty-five years of service in attendance were Thomas Begley (PG&E) and Leland Thomas, Jr. (Outside Line). Thirty-year members attending included T.R. "Tommy" Mahon (Pipe line Operations), William E. Mattson (USBR), Iris Sobiski (Citizens Utilities), Harold Timperley (USBR), and Carl Walters (City of Redding). Seven twenty-year members attended, including R.C. Cantrell (PG&E), Larry Christenson (PG&E), Robert Dean (PG&E), Gary French (PG&E), J.D. Harper (PG&E), Karen Street (Citizens Utilities), and John Trunnell (City of Redding). Business Representatives Rich Hafner, Gene Wallace, and Jack Osburn also attended.



Left to right, Business Representative Jack Osburn, John Trunnell, and Business Representative Gene Wallace.



Members and guests.



35-year member Lee Thomas and his wife Idella.



30-year members, left to right, Harold Timperley, Bill Mattson, Carl Walters, and Iris Sobiski, front.



20-year members, left to right, Bob Dean, Ray Cantrell, John Hayes, Karen Street, John Trunnell, Larry Christenson, and Gary French.

## 1245 UPDATE

### New Benefit Available

In an ongoing effort to provide greater economic benefits, Local 1245 is making available an automobile insurance program for our members. Automobile insurance rates have been rising rapidly over the past year and experts tell us that they will continue to do so during the next year. The new IBEW Local 1245 program offers the members an opportunity to assure that they are getting the best buy for their insurance dollar.

The Executive Board has approved AIGM Insurance Services to offer this plan. AIGM Insurance Services has over twenty years of experience in offering auto insurance programs to union members. The plan is underwritten by American Home Assurance, a member of

American International Group, one of the nation's largest property and casualty insurers.

The new plan provides each member with an opportunity to receive a quotation on their personal automobile insurance. It gives the member an opportunity to compare this plan with their current auto insurance program and to make the decision that will best fit their needs. In making an insurance buying decision, members should consider the service from the insurer, the quality of protection, and the affordability of the insurance plan.

The premium rates in this new program are very competitive. The mass marketing approach provides the potential for a low base rate for our members. In addition, addi-

tional discounts are available for the good driver. This discount increases as the driver continues in the program. The convenient payment plans make these low rates even more affordable for our members.

The policy is a broad-form policy, not a stripped-down policy. It is backed by one of America's largest insurance groups. The members can have confidence in this insurance program.

Service is only a toll-free phone call away. AIGM Insurance Services has offices in Oakland and claims offices distributed throughout the state. The computerized program allows AIGM Insurance Services representatives to issue quotes, make policy changes, answer questions,

and provide all services while speaking with the member on the phone. This centralized operation, together with the statewide network of claims offices, assures that Local 1245 members will receive prompt and efficient service.

We will be mailing more information about this new program to each member in the near future. By completing the no-obligation rate request included in that mailing, the member can receive a quotation for their individual auto insurance plan. For an immediate quotation, the member can call (800) 442-9378. Then, all they need to do is to compare this plan to their present insurance plan and make the decision that best meets their needs.



# IBEW Local 1245 — Y



**UTILITY R**  
OFFICIAL VOICE OF IBEW

January

## PG&E Lineman's firing arbitrated



Going over arbitration issues prior to the hearing are, L-R, Assistant Business Manager, Roger Stalcup, Staff Attorney Tom Datzel, and Lineman Al Simonacchi.

## New pact for SMUD members

## Truckee - Donner ratifies

## YOUR LEGAL RIGHTS



Dog bites, and your rights . . .

New booklet available....



This updated booklet is now available through: State Bar of California, 1000

February

## CP National members OK new benefits

## Union challenge upheld

On January 31, 1985, Arbitrator Sam Kugel summoned Company and Union officials to his San Francisco office to issue his decision in Arbitration Case No. 123, which involves the issue of Construction Representatives. Until 1983, virtually all of PG&E's construction, modification, and maintenance of new or existing gas and electric service facilities was performed by IBEW members, either in Division or General Construction. The crew performing such work was supervised and inspected by bargaining unit members, either Subforemen or Light Crew Foremen. Bargaining unit members, either Inspectors or Fitters or Light Crew Foremen, were used to inspect work performed by contractors in conjunction with PG&E construction or modification projects. In 1983, the Company began to contract-out certain of the distribution construction previously performed almost exclusively by bargaining unit work forces. Shortly thereafter, the Company created an exempt management position, "Construction Representative", to inspect the work performed by the contractors. Local 1245 immediately challenged the action, claiming that the Company was violating the contract. See PAGE FOUR

## Taking care of business



Recently meeting at Local Union headquarters were members of the Receivable Accounts Committee, formerly the Payment processing Committee. The group, left to right, top, Gloria Burrell, and Angela Harper, and bottom, Assistant Business Manager Ron Fitzsimmons and Business Representative Dorothy Fortner, discussed production standards.



Retirement Planning Guide available to Local's members

New 18-month contract at Shasta PUD

May



Contract ratified at Lynch

## AROUND THE SYSTEM - PG&E

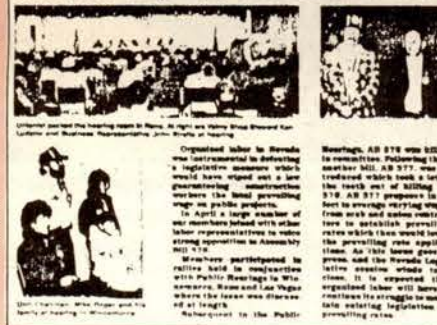
### Underground Pre-bids

Eligible members are reminded to submit prebids for:  
1. Utility Underground Installer  
2. Underground Installer  
Follow the regular process for submitting pre-bids as soon as possible.

## Letter of Agreement: Underground Gas and Electric Installation Crew

## Members back at school

## Members help halt anti-union moves



Organized labor in Nevada was instrumental in defeating a legislative measure which would have ended our long guarantee of representation in public projects. In April a large number of our members joined with other labor representatives to voice strong opposition in Assembly Bill 110. Members participated in rallies held in conjunction with Public Meetings in Reno, Sparks, and Las Vegas where the issue was discussed at length. Requests to the Public Hearing, AB 110 was held in Reno. Following that, Assembly Bill AB 110 was introduced which took a lot of the teeth out of killing AB 110. AB 110 proposes to affect to average working wages from work and sales contractors to establish prevailing rates which they would lower the prevailing rate application. As this law goes to press, and the Nevada Legislature session winds to a close, it is expected that organized labor will have to continue its struggle to make state existing legislation on prevailing rates.

June

## LENGTHY FINAL SESSION

## Tentative agreement reached at Merced



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

## Governor Bryan meets members in Nevada

IBEW Local 1245 was honored to have Nevada Governor Richard H. Bryan attend a recent Advisory Council Meeting held in Reno, Nevada. A Democrat, Bryan was a former staff attorney for IBEW Local 357 out of Las Vegas. Business Manager Jack McNally in his welcome described the Governor as a long time friend of working men and women in the state. Executive Board member Keith Tindall, a Reno resident, presented Governor Bryan with a handsome plaque from Local 1245 recognizing him for his outstanding record on behalf of unionists. See PAGE SEVEN

## scholarship awarded



## Training Review replaces Audit for Gas Servicemen

## OUTSIDE LINE

Outside Construction crews complete 385' towers at Carquinez Straits

'Treasury II' and you

September

## Gridley ratifies new agreement

## NEVADA SCENE



**LIFELINE**—HEALTH AND SAFETY  
Asbestos disease shows up in more family contacts

## Local monitors Nevada hearings



## AFL-CIO LEGISLATIVE ALERT

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

## 'Red' Henneberry will be missed

Members construct new 500kV dc power line

## CP NATIONAL

## New benefits package ratified

## Shop Steward Training, Chico, East Bay

Nevada Irrigation District bargaining gets underway



October

## Meet IBEW Local 1245's new Office Manager...



Lorena Dorey is IBEW Local 1245's new Office Manager. She comes to the Local with a strong background in systems development, management, and accounting, and most recently was affiliated with the firm of Wilbur and Associates, where she was employed as an Account Executive. Prior to her appointment by Business Manager Jack McNally on June 1, Dorey worked for IBEW Local 1245 for five months as a computer consultant. Her experience includes Assistant Executive duties with IBEW Local 6, San Francisco; 502, Pleasant Hill and 995, Oakland.

## SWITCHING

Test period continues at 12 headquarters



# Year In Review, 1985

## REPORTER

LOCAL UNION 1245 AFL-CIO

### POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



March

April

#### Members reject Merced offer **ADVISORY COUNCIL**



#### Judge's ruling overturned— Local's views upheld on PCBs

Assistant Business Manager Ron Fitzsimmons reports that in a safety matter concerning PCB clean-ups, PG&E was cited by CAL/OSHA. Subsequently PG&E won an appeal to the citations when an Administrative Law Judge supported their appeal.

Now after a second look at the issues, an Appeals Board has reversed the judge's decision, and ruled in favor of Local 1245's position. In the following article Fitzsimmons compiled the information surrounding the safety issues.



Larry Caserly, center, receives honor award recognizing his many years of dedicated service to IBEW Local 1245. Business Representative Ed Forster, left, highlighted Caserly's activities for the Council. Business Manager Jack McNally presented the service recognition award to Caserly, a 30-year member.

#### Members give reports

#### New vice president sworn in



John Callahan, left, was recently sworn in as new Local Union Vice President by President Howard Steiner. Callahan, an active unionist, is a Troubadour at Sacramento Municipal Utilities District.

#### Local 1245 OKs Drug Policy

CP National

#### Retiree Club 'in business'



July

August



#### Slo-Pitch Softball

Summertime fun—Business Manager Jack McNally presents individual trophy to member of winning Slo-Pitch softball team at the Local's annual tournament. For full coverage please see pages 4 and 5.

#### Members at Lodi ratify 3-year pact

#### City of Berkeley

#### Meter Reading Agreement outlined

— IN MEMORIAM —  
DICK HOYER

JUNE 30, 1926 — JUNE 11, 1985

#### McNally at Training Center Ground Breaking...



#### Sacramento training conference

#### Florence Burgk retires as Local's Office Manager

Caution: Don't rely on PCB test kit

#### Advisory Council meets in Concord



#### Review Committee decision

November

December

#### Town of Paradise new MOU accepted

ARBITRATION VICTORY

Member back on job; reinstated with full pay

#### Time to prepare for scholarship contest; 'Union importance to politics' essay topic

#### Davey Tree bargaining underway

The Local's Davey Tree Negotiating Committee met with the Company on November 6 and 7 in Livermore to exchange initial proposals. Counter proposals are expected at a meeting scheduled on November 21. Committee members include: Chris Clifton, Ben Hernandez, John Brullen, Assistant Business Manager Orv Owen, Bill Mennola, Business Representative Bill Turoh, John Page, and Fred Serrano.



#### Pipeline Operations group presents new proposals

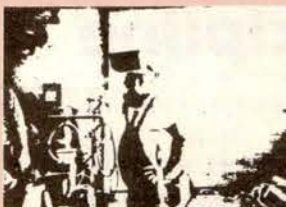
#### Advisory Council hears PG&E President



#### ONE YEAR AGREEMENT

#### Bella Vista members ratify initial MOU

#### Mysterious illness of USBR workers under investigation



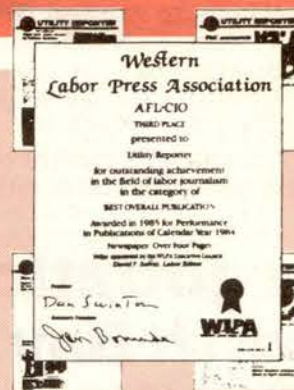
3.1% BOOST ON JAN. 1, 1986  
Wage hike at  
Pacific Tree

FAIR LABOR STANDARDS ACT

#### New Legislation signed; allows 'comp' time provisions

#### LETTER TO EDITOR

Today's opposition to Unions  
demands informed members  
to protect contract gains



Happy Holidays

IBEW

Local 1245



## PACIFIC GAS AND ELECTRIC COMPANY 1986 SHIFT AND RELIEF PREMIUMS

**Shift Premiums** (Sections 110.2 and 110.7 of the Physical contract and Sections 11.2 and 11.7 of the Clerical contract)

Second Shift Premium .....	\$ .71
Third Shift and Sunday Premium .....	\$1.41
Relief Premium .....	\$16.28

### Nuclear Premiums

Nuclear Auxiliary Operator .....	\$1.55
Reactor Operator License .....	\$2.26
Senior Reactor Operator License .....	\$2.82
Senior Control Operator .....	\$3.67

**Remote Reporting Expense Allowance** (Section 202.21(c) of the Physical contract)

Less than 15 miles .....	\$9.50
15 Miles or more .....	\$13.50

## Update on Electronic Meter Reading

The technological problems which are plaguing the Company's efforts to convert the meter books, which have been used for more than one hundred years, to electronic meter reading devices were the major topic of discussion at the quarterly meeting between Company and Union Meter Reading Committees in San Francisco on December 17, 1985.

Company representatives first brought Local 1245's Committee, consisting of Bob Blanc (Meter Reader, Napa), Christine Lay (Meter Reader, Woodland), Jerry Takeuchi (Meter Reader, San Francisco), and Tom Dalzell (Local 1245 Staff Attorney) up-to-date on the status of the project. The Company's San Francisco office is now completely converted to electronic meter reading devices for its 38 daily routes, but efforts to expand the use of the devices to Daly City, San Bruno, and South San Francisco had to be curtailed after severe problems developed.

The Company's current plan is to perfect use of electronic meter read-

ing devices in San Francisco by eliminating technical problems and correct procedural difficulties before reintroducing the devices in other offices. Company representatives estimated that the devices would not be used outside of the San Francisco office until March 1, 1986, at the earliest.

After this update, Local 1245 members conveyed to the Company a number of concerns which had been expressed by San Francisco Meter Readers at a special meeting called by Local 1245 on December 10, 1985. These concerns included initial training, follow-up training, coding, certain functions on the device, standards, and the proper use of the timing device.

After the Company agreed to provide the Union with an update on the status the new rain gear, the status of Senior Meter Reader positions system-wide, and San Francisco performance standards since introduction of electronic meter reading, the Company and Union agreed on March 26 as the next meeting date for the Committee.

## Negotiations begin on North Bay Positive Discipline Pilot Program

The current positive discipline pilot program in the North Bay Division will expire on March 1, 1986. Local 1245's Positive Discipline bargaining committee, made up of Assistant Business Manager Corb Wheeler, President Howard Stiefer, Business Representative Perry Zim-

merman, and members Larry Wood and Arlis Watson, will meet with the company on February 17 to review statistics compiled by the company during the pilot program. The continuation, modification, or cancellation of the program will then be negotiated.

## PG&E Arbitrations

Two arbitrations with PG&E were scheduled in January, one involving contract interpretation and one a termination.

### Vacation Pay

Arbitrator Kathy Kelly heard Arbitration Case No. 138 in San Francisco on Monday, January 6, 1986, involving the proper rate of vacation pay for an employee who had quit his job with the Company.

The grievant in the case, a San Joaquin Division Meter Reader, was hired on August 24, 1977, and quit in October, 1984. The Company paid him his vacation at a rate of ten days, while the Union asserted that he should have been paid at a rate of fifteen days.

Had the grievant continued working, he would have been entitled to fifteen days of vacation in 1985, his eighth calendar year of employment. The Company argued that because he did not work in calendar year 1985 he was not entitled to the additional five days of vacation. The Union argued that after the 1970 negotiations, vacation is accrued for the following year and taken for the preceding year, and that there is no requirement that an employee

work into the following year to vest in any incremental increase in his vacation.

### Drug Testing Discharge

Arbitration Case No. 139 was scheduled to be heard by Arbitrator Adolph Koven on Tuesday, January 21, 1986.

The grievant, a General Construction Field Garage Mechanic A, was terminated effective November 13, 1984, originally for "failure to follow instructions to go to Company panel physician to determine if employee was under the influence of drugs or intoxicants." Subsequently, the Company has added the allegation that the grievant was unfit to perform the duties of his classification as a basis for his termination.

The position of Local 1245 is first that it is improper for the Company to add a grounds for discharge after the fact — the Company must live with the reason which it gave the grievant at the time of his discharge. Secondly, Local 1245's position is that absent agreement with the Union, the Company may not impose the requirement of submitting to a drug or alcohol test as a condition of employment for bargaining unit employees.

## NEW ARBITRATIONS

In the past several weeks, five new cases have been referred to arbitration. Brief summaries of the issues involved are set forth below.

### Diablo Canyon Contracting Out

PG&E has been using contracted agency employees at its Diablo Canyon Nuclear Power Plant for several years. Employees provided by Waltek have been working since September, 1982, performing the job duties of General Construction Field Clerks and Instrument Technicians. In its grievance, Local 1245 alleges that the employees provided by Waltek are in fact joint employees of Waltek and PG&E, and thus are covered by the collective bargaining agreement between Local 1245 and PG&E. This approach, of alleging joint employer status, is one increasingly being tried by unions faced with contracting out of bargaining unit work.

### Absenteeism Discharge San Francisco

At the time of his discharge, the grievant in this case, a San Francisco Division Electrician, had almost 12 years of service with the Company. He had previously been

discharged in 1979 for alleged falsification of illness, but as a result of Arbitration Case No. 84 his discharge was reversed and he was reinstated with full back pay in 1980.

In 1985, the grievant exhausted his sick leave, and then frequently requested personal time off without pay, which requests were typically granted. After granting the grievant's requests for personal time off, the company discharged the grievant for excessive absenteeism.

The Union believes that the Company acted unfairly by condemning conduct which it had previously condoned and permitted and that the discharge was thus not for just cause.

### Stockton Division Meter Reader Discharged

On August 2, 1985, the Company terminated a Stockton Division Meter Reader for allegedly "curbing" a single meter. The Union's position is first that the circumstances demonstrate that the Meter Reader did not intentionally curb the read, and second that similar misconduct has not resulted in termination in the past in the Division.



## AVERAGE INCREASE OF 5.2%

# Wage booklets now available from your Business Representatives

### EXHIBIT X

(AS AMENDED JANUARY 1, 1986)  
SCHEDULE OF WAGE RATES OF AGREEMENT APPLICABLE TO  
OPERATION, MAINTENANCE AND CONSTRUCTION EMPLOYEES

Between

PACIFIC GAS AND ELECTRIC COMPANY

and

LOCAL UNION NO. 1245

of

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



Affiliated with  
AMERICAN FEDERATION OF LABOR  
CONGRESS OF INDUSTRIAL ORGANIZATIONS

EFFECTIVE JANUARY 1, 1986

### EXHIBIT F

(AS AMENDED JANUARY 1, 1986)  
SCHEDULE OF WAGE RATES OF AGREEMENT APPLICABLE TO  
OFFICE AND CLERICAL EMPLOYEES

Between

PACIFIC GAS AND ELECTRIC COMPANY

and

LOCAL UNION NO. 1245

of

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



Affiliated with  
AMERICAN FEDERATION OF LABOR  
CONGRESS OF INDUSTRIAL ORGANIZATIONS

EFFECTIVE JANUARY 1, 1986

## Electric T&D Groundman jobs definition disputed

The grievance in this case involves job definitions in the Electric Transmission and Distribution Department. A Groundman assigned to the Underground Electric T&D Department, San Francisco Division, was assigned to assist a Cable Splicer on a transformer replacement job. The Groundman was required to enter a transformer vault where he supported an energized 277/480 volt cable while the Cable Splicer disconnected the cable from one transformer preceding transfer of the cable to another transformer. During the transfer, the cable fell off the wall pins, pulling the cable from the Groundman's hands. The cable hit the case of the transformer and caused an electrical flash. The Cable Splicer, who had been working at the connector, fell off of a four-foot ladder he had been standing on.

In its grievance, the Union alleged that this work assignment was improper for a Groundman and that an Apprentice Cable Splicer or another Cable Splicer should have been used in this situation. The Company has argued that the Groundman was simply assisting the journeyman and that there was

nothing improper about the work assignment.

## Stockton Division Meter Reader bypassed

The grievant, a Stockton Division Meter Reader, was bypassed in April, 1985, for a Gas T&D Helper job because the grievant had on two separate instances within the past 12 months received disciplinary lay-offs for poor work performance.

The proper interpretation of contract Section 205.11 is the issue in this grievance. The Union contends that 1983 bargaining history supports its position that the language of Section 205.11 applies in cases of bids to a job with a higher maximum wage, but does not apply in lateral bids (same classification at different headquarters), bids to a different classification with a lower wage rate, or to transfers to a beginning level position. The Company, however, argues that it had the right to bypass the grievant under these circumstances.

The grievant was discharged for continuing failure to meet the Meter Reader standards after the Company bypass. The grievance is thus an indirect attack on the discharge.

# 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 heard the case on October 24, 1985; briefs were due to be filed on January 14, 1986.

**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. Briefs were filed on October 14, 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 heard the case on December 11, 1985; briefs are due to be filed on February 11, 1986.

**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. Briefs were filed on October 14, 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 heard 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.

**Arbitration Case No. 140** involves the demotion of a San Francisco Division Cableman/Cable Splicer for alleged work performance. Arbitrator David Concepcion will hear the case on March 13, 1986.

**Arbitration Case No. 141** involves the appropriateness of using a Lineman as a Working Foreman without upgrading him to Line Subforeman. Arbitrator David Nevins will hear the case on April 8, 1986.

**Arbitration Case No. 142** involves the use of agency employees at the Diablo Canyon Nuclear Power Plant. Arbitrator Adolph Koven will hear the case on April 22, 1986.

**Arbitration Case No. 143** involves the termination of a San Francisco Division Electrician for excessive absenteeism. Arbitrator Kathy Kelly will hear the case on May 15, 1986.

## The following changes for Subforeman and Light Crew Foreman names in Exhibits VI and VII have been agreed to by IBEW Local 1245 and PG&E.

<b>0740</b>	<b>Line Subforeman</b>	<b>Electric Crew Foreman</b>
<b>0683</b>	<b>Night Cable Subforeman</b>	<b>Night Cable Crew Foreman</b>
<b>0820</b>	<b>Cable Subforeman</b>	<b>Cable Crew Foreman</b>
<b>0760</b>	<b>Meter Subforeman</b>	<b>Electric Meter Crew Foreman</b>
<b>0750</b>	<b>Maintenance Subforeman</b>	<b>Electric Maintenance Crew Foreman</b>
<b>0640</b>	<b>Light Crew Foreman (Welding)</b>	<b>Gas Crew Foreman (Welding)</b>
<b>0643</b>	<b>Light Crew Foreman, Manhole &amp; Duct</b>	<b>Manhole &amp; Duct Crew Foreman</b>
<b>0641</b>	<b>Light Crew Foreman</b>	<b>Gas Crew Foreman (Non-Welding)</b>
<b>0647</b>	<b>Subforeman</b>	<b>Steam Heat Crew Foreman</b>
<b>0754</b>	<b>Maintenance Subforeman</b>	<b>Gas Plant Crew Foreman</b>
<b>0780</b>	<b>Painter Subforeman</b>	<b>Paint Crew Foreman (Plant Maintenance)</b>



# Time to prepare for scholarship contest; 'Union importance to politics' essay topic

## Al Sandoval Memorial Competitive Scholarship

The purpose of this contest is to provide a grant in aid for scholarships to colleges and junior colleges, thereby making financial assistance toward the attainment of a higher education.

1. The grant will be as follows:  
\$500 per year, up to four (4) years, as long as a C (2.0) average is maintained and the parent maintains their membership in good standing in Local Union 1245.
2. In order to be a candidate in this contest, you must be a son or daughter, natural, legally adopted, or a legal ward of a member of Local Union 1245. You must also be a high school student who has graduated or is graduating in 1986. A copy of your diploma or a letter from your high school stating that you will graduate in 1986 must be attached to your scholarship application.
3. The scholarship grant will be made only to that candidate who intends to enroll full time in any college certified by their State Department of Education and accredited by the local accrediting association.
4. Applications may be secured by addressing the Recording Secretary of Local Union 1245 or by calling the Union office, or by using the form printed below.
5. Checks will be paid directly to the college upon presentation of tuition bills to the Local Union.
6. All applications shall be accompanied by a written essay, not to exceed five hundred (500) words, on the subject designated by the Executive Board.
7. Essays should be submitted on 8½" by 11" paper, on one side, preferably typed and double spaced, with applicant's written signature at the conclusion of the essay.
8. Applications and essays must be mailed to IBEW Local Union 1245, P.O. Box 4790, Walnut Creek, CA 94596, by registered or certified mail only, and be postmarked no later than Monday, March 3, 1986.
9. Each year the scholarship shall be presented at the Advisory Council meeting in May; the judge and a guest and the recipient and parents shall be invited, at Local Union expense, to present and receive the scholarship award.
10. A suitable trophy or plaque shall be purchased by the Local Union, at a cost not to exceed \$75, to be presented to the scholarship recipient.

NOTE: THE TOPIC FOR THE 1986 AL SANDOVAL MEMORIAL COMPETITIVE SCHOLARSHIP ESSAY IS "WHY ARE LABOR UNIONS IMPORTANT TO THE POLITICAL STRUCTURE OF THE UNITED STATES?"

### APPLICATION FOR THE AL SANDOVAL MEMORIAL COMPETITIVE SCHOLARSHIP Sponsored by

LOCAL UNION 1245

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

P.O. Box 4790  
Walnut Creek, CA 94596

Telephone  
(415) 933-6060

DATE \_\_\_\_\_

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

NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_  
(Last) (First) (Initial)

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

NAME OF PARENT \_\_\_\_\_

COMPANY \_\_\_\_\_

WORK LOCATION \_\_\_\_\_

HIGH SCHOOL \_\_\_\_\_

GRADUATION DATE \_\_\_\_\_

ADDRESS OF HIGH SCHOOL \_\_\_\_\_

I EXPECT TO ATTEND \_\_\_\_\_ COLLEGE OR SCHOOL

LOCATION \_\_\_\_\_

(Candidate's Signature)

This is to certify that the above named candidate is currently enrolled as a student at \_\_\_\_\_ and has or will be graduating in \_\_\_\_\_, 1986.

(Official's Signature and Position)

This is to certify that I am a member in good standing of Local Union 1245, IBEW, and the candidate, whose name is signed to this application is my \_\_\_\_\_, and graduated during the term ending \_\_\_\_\_, 1986.

(Parent's Signature and Card Number)

## Trade and Vocational School Grant

The purpose of these grants is to provide aid to the children of members to attain a trade or technical education.

1. The grants will be as follows:  
\$500 per year, for up to two years for two candidates, as long as a passing grade is maintained, and a parent maintains membership in good standing in Local Union 1245.
2. In order to be a candidate in this contest, you must be a son or daughter, natural, legally adopted, or a legal ward of a member of Local Union 1245. You must also be a high school student who has graduated or is graduating in 1986. A copy of your diploma or a letter from your high school stating that you will graduate in 1986 must be attached to your application. Additionally, a letter of recommendation from your vocational teacher, department head, or school principal must accompany the application.
3. Applications may be secured by addressing the Recording Secretary of Local Union 1245, by calling the Union office, or by using the form printed below.
4. The grant will be made only to a candidate who intends to enroll full time in any industrial, technical or trade school (other than correspondence schools) which is accredited by the National Association of Trade and Technical Schools or the Association of Independent Colleges and Schools.
5. Applications must be mailed to IBEW Local Union 1245, P.O. Box 4790, Walnut Creek, CA 94596, by registered mail or certified mail only, and postmarked no later than Monday, April 7, 1986.
6. Two names will be drawn by the Judge of the Competitive Scholarship Contest from those submitting applications. These two will be recipients of the grants.
7. Checks will be paid directly to the school upon presentation of tuition bills to the Local Union.
8. Presentation of awards will be made to recipients at the unit meeting nearest his/her residence following the drawing.

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

Sponsored by Local Union 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO

P.O. Box 4790  
Walnut Creek, CA 94596  
(415) 933-6060

#### CANDIDATE INFORMATION

CANDIDATE'S NAME \_\_\_\_\_ BIRTH DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

HIGH SCHOOL \_\_\_\_\_ GRADUATION DATE \_\_\_\_\_

ADDRESS OF HIGH SCHOOL \_\_\_\_\_

WHAT SCHOOL DO YOU EXPECT TO ATTEND? \_\_\_\_\_

WHERE IS IT LOCATED? \_\_\_\_\_

WHAT TRADE OR CRAFT WILL YOU BE STUDYING? \_\_\_\_\_

WHY THIS PARTICULAR SKILL? \_\_\_\_\_

CANDIDATE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

#### STATEMENT OF MEMBER/PARENT

NAME OF MEMBER/PARENT \_\_\_\_\_

EMPLOYER \_\_\_\_\_ LOCATION \_\_\_\_\_

I certify that I am a member in good standing of IBEW Local Union 1245, that the Candidate named above, \_\_\_\_\_ is my

\_\_\_\_\_, and that the Candidate will graduate from high school during the term ending \_\_\_\_\_, 1986.

Signature of Member/Parent \_\_\_\_\_ Union Card No. \_\_\_\_\_

This is to certify that the above named Candidate is currently enrolled as a student at \_\_\_\_\_ and has or will be graduating in \_\_\_\_\_, 1986.

Official's Signature and Position



## Members ratify new agreement at Alameda Bureau of Electricity

Business Representative Frank Saxsenmeier reports that on January 6, 1986, Local 1245 members at the Alameda Bureau of Electricity ratified by an 18-4 vote a new Memorandum of Understanding with the Bureau. Major provisions of the new Agreement include the following: 5% general wage increase in 1986 and 1987; a market survey and possible equity increase of up to 2% of total payroll in July, 1986; improvements in the industrial leave and LTD provisions of the Agreement; and a possible additional holiday, pending bargaining between the City and other Unions. Bureau employees serving on the Bargaining Committee were Dennis Gow, Ray Young, Art Clifton, and Larry Rodriguez.

## Employees of Biggs West Gridley Water District vote unanimously for Local 1245 Representation

After more than a year of delay engineered by anti-union San Francisco labor law firm Littler, Mendelson, Fastiff and Tichy, the employees of the Biggs West Gridley Water District voted unanimously (5-0) on December 27, 1985, to be represented by Local 1245 for the purposes of meeting and conferring with the District. Business Representative Jack Osburn reports that throughout the dilatory tactics employed by the District's law firm, the support for Local 1245 never wavered. Negotiations for a Memorandum of Understanding should begin shortly; the progress of these negotiations will be reported in future issues.

## PRIVATE SECTOR

### Negotiations concluded at C.P. National - South Lake Tahoe

Business Representative John Stralla recently concluded negotiations on a new two-year contract providing for a 3% general wage increase each January and a 1% general wage increase each June. Serving with Stralla on the Bargaining Committee was Company employee, Robert Hansen.

### Davey Tree

A fourth bargaining session took place on December 17, 1985, in Livermore, California, at which the Union Bargaining Committee submitted counterproposals to the Company on some eighteen subjects including headquarters designation, overtime definition, doubletime provisions, inclement weather, expenses and meal allowances, funeral leave, wages, new classification of "patrolman", holidays, vacations, paid time-off, CPR and First Aid, probationary periods for apprentices, grievance procedure, term, medical plan, jury duty, and severance pay.

As this issue went to press, the Company had not submitted a written counterproposal to the Union. Once this has been received, a fifth bargaining session will be scheduled.

Members of the Union Bargaining Committee include Assistant Business Manager Orville Owen, John S. Paige, Chris Clutton,

Samuel R. Hernandez, John Smullen, Fred Serrano, Bill Mamola, Ken Bissmeyer, and Ron Freeman.

### Pacific Tree

The Company has recently been awarded trimming work by the Modesto Irrigation District. Local 1245 is currently engaged in an organizing drive among the approximately eleven employees working within the Modesto Irrigation District territory.

### Two-year Agreement rejected by members at C.P. National-Lassen

Business Representative Jack Osburn conducted a ratification meeting among the membership on January 7 in which the Company's offer for a two-year agreement was rejected by a 12-4 vote. A further negotiating session has been scheduled with the Company for January 22, 1986.

### Possible Purchase of Group W Cable

Assistant Business Manager Orville Owen reports that Local 1245 will meet with officials of Group W Cable Television on Tuesday, January 21, to discuss the recent reported purchase of Group W. The details of the purchase, as well as the future of Local 1245's representation of Group W members, will be covered in the January meeting.

## New MOU with Nevada ID

A new one-year Memorandum of Understanding calling for a 3.7% general wage increase was recently ratified by Local 1245 members at the Nevada Irrigation District, according to Business Representative Ed Fortier. Serving on Local 1245's Bargaining Committee with Fortier were members Ronald Skewes, Wilbur Baum, Larry Richerson and Roy Finnegan.

## Newly elected Board of Directors at OWID meet with Local 1245

Business Representative Jack Osburn reports that the newly elected Board of Directors at Oroville-Wyandote Irrigation District took the unusual step of meeting with Local 1245 immediately after taking office, largely to criticize past management of the District. As this issue of the Utility Reporter went to press, Local 1245 was in negotiations with the District on a 1986 wage reopener for the Water Department employees who, unlike the Electric Department, do not have their wages tied to PG&E wages.

## New one-year agreement with Richvale ID

Local 1245 members at Richvale Irrigation District recently ratified a one-year Memorandum of Understanding with the District which calls for a 5.7% lump-sum payment to all employees. Joining Business Representative Jack Osburn on the Bargaining Committee was Tom Edwards.

## Members vote two-year MOU with City of Roseville

City of Roseville employees represented by Local 1245 voted on December 19 to accept a two-year Memorandum of Understanding with the City which provides as follows: a 4% general wage increase on January 1, 1986, a 1% increase in the City's contribution to the employee portion of PERS on July 1, 1986, a 6% general wage increase on January 1, 1987, an additional floating holiday, and improvements in the medical, dental, and overtime provisions of the contract. Business Representative Gary Mai and City employees Sherman Bailey, David Shell, and Randy Wilkens represented Local 1245 in the meet and confer process.

## Sacramento RTD, begins bargaining sessions

Business Representative Gary Mai and the Sacramento Regional Transit District Bargaining Committee members Wes Duvall, Larnell Gill, Mark Nootenboom and Robert Ruiz met with the District in late December to exchange bargaining proposals. Numerous bargaining sessions were scheduled in January and February, and progress of the talks will be reported in future editions.

## New agreement with City of Santa Clara

Improvements in the meal allowance and a 7.3% general wage increase are the principal features of the new Agreement between Local 1245 and the City of Santa Clara, according to Business Representative Larry Pierce.

## WAPA and USBR refuse to negotiate a 1986 wage increase—WAPA may be sold to private sector

Petitions to Review Negotiability Issues filed by Local 1245 several months ago are currently being processed by the Federal Labor Relations Authority with respect to the Western Area Power Administration's and the United States Bureau of Reclamation's refusals to negotiate a 1986 wage increase. On another front, Local 1245 is closely following President Reagan's proposal to sell the Western Area Power Administration to the private sector and it will make every effort to protect the rights of Local 1245 members at WAPA throughout the sale, if approved by Congress.

## New two-year MOU with Yuba County Water District

Business Representative Ed Fortier reports that Local 1245's members recently ratified a new two-year Memorandum of Understanding with the Yuba County Water District which provides for continued parity with PG&E as well as channeling FICA increases to a diversified investment fund. Joining Fortier on the Bargaining Committee was Charlie Hall.



# California Supreme Court Pro-Union record under attack

Later this year, California voters will be called to decide the fate of the California Supreme Court. A well-financed campaign has been launched by the radical right to displace the Supreme Court's pro-worker, pro-union majority. In this article, the current Court's record on public employee issues is examined. This article is of special importance to Local 1245's members employed in the public sector in California, including the Bella Vista Water District, Lindmore Irrigation District, Merced Irrigation District, Modesto Irrigation District, Nevada Irrigation District, Oroville-Wyandote Irrigation District, Paradise Irrigation District, Richvale Irrigation District, South San Joaquin Irrigation District, Thermalito Irrigation District, Glenn-Colusa Irrigation District, AC Transit, Sacramento Regional Transit, Tri-Dam Project, Truckee-Donner Public Utility District, Shasta Dam Area Public Utility District, Sacramento Municipal Utility District, Yuba County Water District, City of Alameda, City of Berkeley, City of Healdsburg, City of Lodi, City of Oakland, City of Redding, City of Roseville, City of Santa Clara, City of Chico, Town of Paradise, and City of Gridley.

Information for this article was provided by Lainey Feingold of the law offices of Neyhart, Anderson, Nussbaum, Reilly and Freitas.

Over the last several years, the California Supreme Court has issued a number of decisions which directly affect the lives of California's public employees. In each instance, the Court has come down squarely on the side of workers and their rights.

In one of its most important decisions last year, the Court ruled that public employees have the right to strike and that their unions cannot be sued for damages if they do strike. It is no coincidence that the only vote against the right to strike came from the justice whom Repub-

lican Governor Deukmejian appointed to the Supreme Court.

The Court has repeatedly upheld the due process rights of California's public employees to "Skelly" hearings before being terminated or suspended for more than five days. In one very significant ruling involving Local 1245's members at the City of Gridley, the Court rejected the City's claim that no "Skelly" rights existed for workers if fired when they were out on strike. In the same case, the Court recognized the right of public employees to be represented by the or-

ganization of their own choosing and held that the City of Gridley could not revoke Local 1245's recognition during a peaceful strike.

Just as important are the Court's decisions finding that public employers are required to meet and confer with unions before changing lay-off procedures or other rules affecting the terms and conditions of employment. The California Supreme Court over the last several years has consistently ruled that these employers cannot simply ignore the unions and use their char-

ployer claims that the law limits collective bargaining to only a few, specified areas. The Court has also upheld the First Amendment and seniority rights of public school teachers and the right of school employees to review any negative, written materials before discipline is imposed.

In decision after decision, the judges now on the Court have protected the rights of California public employees by consistently interpreting the laws and state constitution to maximize the rights of pub-

## IN DECISION AFTER DECISION, THE JUDGES NOW ON THE COURT HAVE PROTECTED THE RIGHTS OF CALIFORNIA PUBLIC EMPLOYEES...

ters or civil service rules to get around the duty to bargain. Local 1245's members at the City of Santa Clara involved in the City's "Cruise Control" program directly benefitted from the California Supreme Court's strong stand on this issue.

School employees have also benefitted from the Court's rulings. Labor laws have been interpreted to require school districts to negotiate with unions over a wide range of working conditions, despite em-

ployees. Those opposing the justices are the same forces that oppose the right of public employees to strike and to bargain with their employers.

The day-to-day rights of our public sector employees will be affected by the 1986 election. Local 1245 urges its members to take the time to hear the whole story and pass the word on to their co-workers and friends.

## UTILITY REPORTER 1986 CALENDAR

### JANUARY

- 6 PG&E Arbitration No. 138
- 13 Pacific Tree Arbitration (change of headquarters)
- 15 Sierra Pacific Arbitration
- 20 SMUD Arbitration (Fresh Pond meals)
- 21 PG&E Arbitration No. 139
- 22 Title 8 meeting
- 24 Executive Board Meeting

### FEBRUARY

- 2 Advisory Council Meeting
- 2 Advisory Council Meeting
- 6 Davey Tree Arbitration (discharge)
- 14 Citizens Utilities Arbitration (meals)
- 19 Coalition of California Utility Workers meeting
- 28 Executive Board Meeting
- 28 Sacramento Regional Transit Agreement expires

### MARCH

Nominations for officers, Ad Council, and delegates to the International Convention to be made at March unit meetings.

- 20 PG&E Arbitration No. 140
- 28 Executive Board Meeting

### APRIL

- 8 PG&E Arbitration No. 141
- 22 PG&E Arbitration No. 142
- 23 Title 8 meeting
- 25 Executive Board Meeting
- 30 CP National - Needles Agreement expires
- 30 CP National - Retirement Agreement expires

### MAY

- 1 Sierra Pacific Power Company Agreement expires
- 3 Advisory Council meeting
- 4 Advisory Council meeting
- 17 Antioch Unit Poker Run (on the Delta)
- 23 Executive Board meeting
- 31 NECA Power Agreement expires
- 31 NECA Telephone Agreement expires
- 31 Group W Cable - Ukiah, Willits & Ft. Bragg Agreement expires
- 31 Western TV Cable Agreement expires

### JUNE

- Balloting for Local Union 1245 election
- 7 L.U. 1245 Softball Tournament
- 8 L.U. 1245 Softball Tournament
- 14 L.U. 1245 Golf Scramble
- 27 Executive Board Meeting
- 30 A-C Transit Agreement expires
- 30 City of Healdsburg Agreement expires
- 30 Plumas Sierra REC Agreement expires
- 30 Thermalito I.D. Agreement expires

### JULY

- 1 Paradise I.D. Agreement expires
- 1 Shasta Dam Area P.U.D. Agreement expires
- 23 Title 8 meeting
- 25 Executive Board meeting
- 31 Mt. Wheeler Power Agreement expires
- 31 Group W Cable - Lompoc Agreement expires
- 31 Group W Cable - Santa Cruz Agreement expires
- 31 Group W Cable - Santa Maria Agreement expires

### AUGUST

- 2 Advisory Council meeting
- 3 Advisory Council meeting
- 22 Executive Board meeting
- 31 Lindmore I.D. Agreement expires
- 31 Sonic TV Cable Agreement expires

### SEPTEMBER

- 13 L.U. 1245 Golf Tournament
- 15- I.B.E.W. International
- 19 Convention
- 26 Executive Board meeting
- 30 Citizens Utilities Agreement expires
- 30 Group W Cable - Reno Agreement expires

### OCTOBER

- 22 Title 8 meeting
- 24 Executive Board meeting
- 31 State TV Cable Agreement expires

### NOVEMBER

- 1 Advisory Council Meeting
- 2 Advisory Council Meeting
- 28 Executive Board meeting (Holiday)

### DECEMBER

- 26 Executive Board meeting (day after Christmas)
- 31 City of Chico Agreement expires
- 31 Pacific Tree Agreement expires
- 31 City of Santa Clara Agreement expires
- 31 South San Joaquin I.D. Agreement expires
- 31 Group W Cable - Tahoe Agreement expires
- 31 Wells REC Agreement expires

