

1245

International Brotherhood
Of Electrical Workers
Local 1245, AFL-CIO
March 1991
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UTILITY REPORTER

RESERVISTS' RIGHTS
PAGE 14

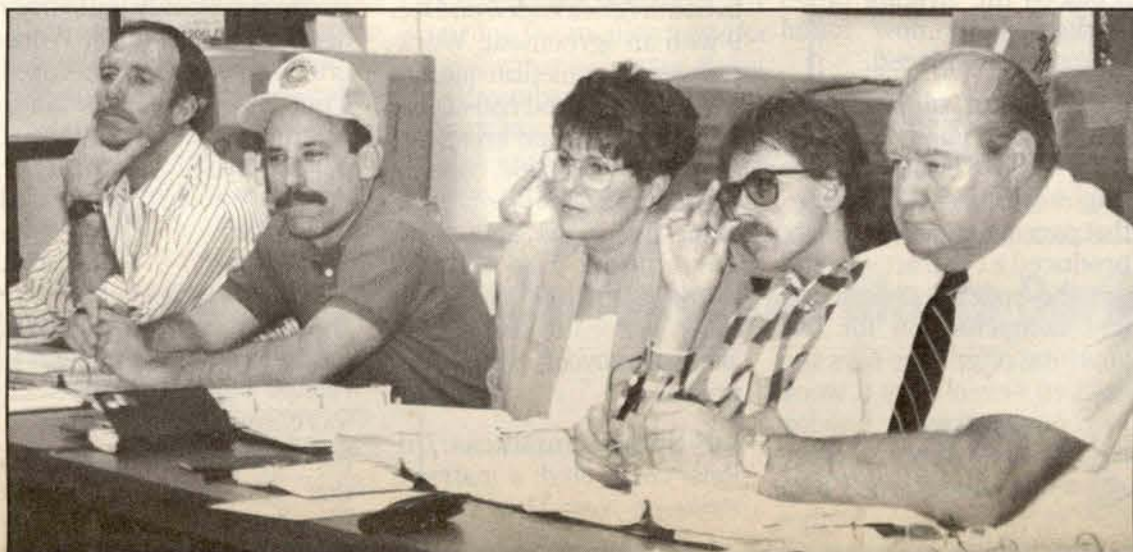
Union negotiators square off against Sierra Pacific

When Sierra Pacific Power Co. trumpets "flexibility" and "efficiency" as corporate goals, company employees don't mind. They just don't think those goals should be pursued at the expense of the workers.

As general negotiations between the Reno-based utility and Local 1245 swung into high gear last month, it quickly became clear that the company intends to ask its employees to make sacrifices, including changes in medical benefits and a wide range of work practices. Union negotiators made it just as clear that workers won't be buffaloes into giving up hard-won benefits in the name of "efficiency" or any other corporate buzz-word that happens to be in vogue this year.

This is not, of course, the first time that Sierra Pacific employees have heard the "flexibility" song and dance. The Nevada utility has already tried to cut costs on a number of fronts. Most everyone

see **PAGE EIGHT**



Union negotiators (from left) Jack Ellington, Kevin Smith, Valerie Wiens, Kelly Toulouse, and Assistant Business Manager Orv Owen listen to a company proposal during early stages of general negotiations with Sierra Pacific Power Co. in Reno, Nev. (Photo: Eric Wolfe)

Commercial Drivers License

PG&E, Local 1245 clarify letter agreement

Responding to a number of misunderstandings that had arisen, Local 1245 and the Pacific Gas and Electric Co. on Jan. 30 agreed to a clarification of the Commercial Drivers License Agreement (CDLA).

A primary concern of both

parties was to make sure that employees understand that they *must* have a prebid on file for both CDLA-designated and non-CDLA-designated classifications if they want to be considered for vacancies in both of those positions. The only exception is that employees who have a com-

mercial drivers license do not need to prebid a CDLA-designated position in their current classification at their current headquarters.

Prior to the recent clarification, some employees were not aware they needed to prebid to CDLA-designated jobs because the original agreement contained no special system for posting those jobs. Prebid codes, however, were established for CDLA-designated positions at the time those positions were first established at a headquarters and filled by the voluntary procedure. During the week of February 18, 1991, a list of all CDLA classifications and prebid codes for positions established between the original implementation of the CDLA and Jan. 31, 1991, was posted at all headquarters in the PG&E system.

The creation of so-called CDLA-designated jobs became necessary with the enactment of the California

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CALENDAR

March 9
Coast and Coast Valleys
Shop Stewards
Conference
Monterey

April 13
PG&E Regional Steward
Training Conference
Fresno

April 18
Colgate Pin Dinner
Yuba City

April 19
Drum Pin Dinner
Weimar

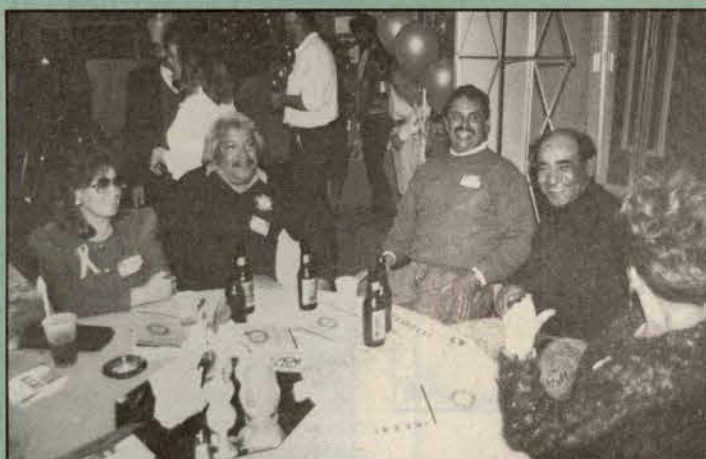
Local 1245



1941 - 1991

*Celebrating
50 years of union*

See Pages 6-7



Over 300 Local 1245 members and their families, including the parties above, came to Fresno last month for the first of four 50th Anniversary Receptions to be held during 1991. Next month, a special expanded 50th Anniversary edition of Utility Reporter will celebrate the union's founding in April 1941 with historical photos, features on the union's founders ... and more photos from Fresno.

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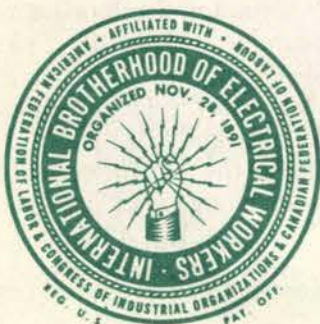
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WIPA



Workers here and abroad

Rolling the union on...

Scabs out: After nearly 10 months on strike, members of two Hotel Employees and Restaurant Employees locals signed a contract with Binion's Horseshoe Casino in Las Vegas that allows all the strikers to return to work with increased wages and benefits. The scabs who had replaced the striking union workers have now found themselves replaced.

Pageant picket?: The Miss USA pageant has been sued for \$18 million by its reigning Miss, who charges that pageant organizers never produced a contract spelling out the specific obligations and compensation for her yearlong reign. She says she worked seven days a week with no overtime or holiday pay. Her sentiments were echoed by other former pageant winners. Could it be that future winners will take their victory walk carrying signs bearing the logo of the International Union of Beauty Queens while Bert Parks sings "Union Maid"?

Let us explain: The Manville Trust, set up to compensate asbestos victims as part of the bankruptcy settlement at Manville Corp., is almost out of money, with tens of thousands of victims yet to be paid, according to

Labor Notes. It's a potentially embarrassing situation, so the Trust has spent some of what it has left to hire a public relations firm.

South African strike: A four-month old strike by members of the National Union of Farmworkers at the Zebedelia Estate citrus farm in South Africa ended on Dec. 9 with an agreement. Workers won an immediate interim wage increase and end-of-year bonuses, improved living conditions in hostels, and a commitment from management that wage and union recognition negotiations would begin in 1991. The union agreed to call for the lifting of a boycott of the farm's produce.

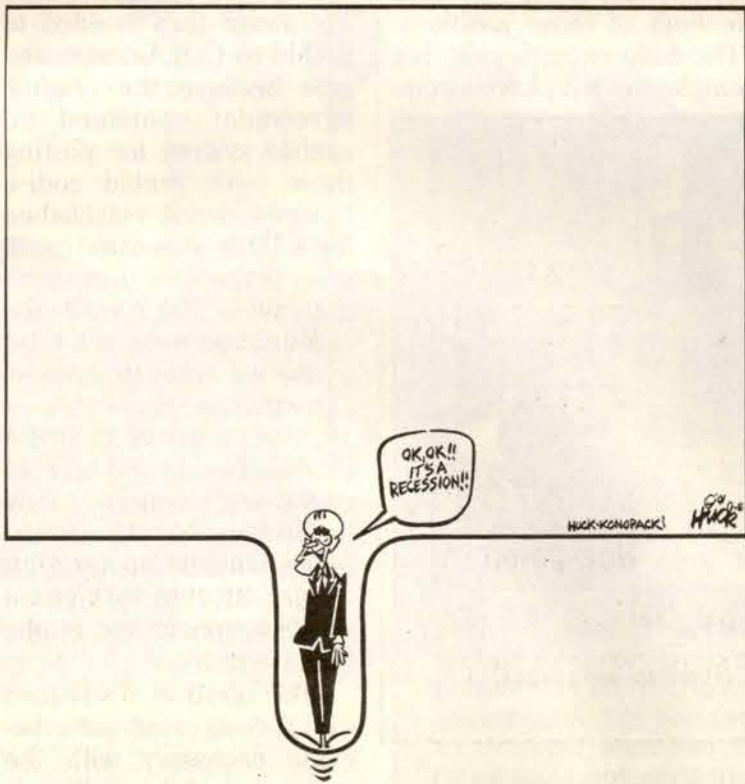
Serious business: Unions conducted a national strike on Nov. 14 in Colombia, South America, to protest recent labor law "reforms" which permit employers to dismiss workers at will. The unions were also protesting the government's application of new economic policies that encourage "privatization" and a rise in prices without accompanying wage increases. Labor protest is serious business in Colombia: More than 2500 workers and peasants were assassinated in 1988-89, including 200 union activ-

ists in the first six months of 1989, according to the International Confederation of Free Trade Unions.

Boost in benefits: As a result of legislation sponsored by the California Labor Federation, injured workers began enjoying an increase in benefits as of Jan. 1. The maximum weekly temporary disability benefit under Workers Compensation increased from \$266 to \$336. The maximum weekly permanent partial disability benefit for workers with disabilities rated at 25 percent or more increased from \$140 to \$148. The maximum weekly State Disability Insurance benefit for those suffering non-work-related injuries or illnesses increased from \$266 to \$336.

Bye-bye: Yet more ways that American businesses have found for saying "You're fired" (in addition to let go, replaced, idled, axed and canned): Skill mix adjustment, work force imbalance correction, and redundancy elimination. Destaffing, de-hiring, degrowing, deselected and decruited. Rightsizing, schedule adjustments, and outplacing. And then of course there's always the career-change opportunity. But for workers, one phrase pretty much sums up the situation as Bush leads the nation into recession: No paycheck.

Jobless rate up: Over 450,000 jobless workers are now filing claims for unemployment insurance *each week* in the US. Some economists are predicting that the figure will soon hit 500,000 a week, which would be an annual rate of 26 million jobless workers seeking assistance.



APPOINTMENTS

PACIFIC GAS AND ELECTRIC CO.

Clerical Job Evaluation Committee
Edna Dees

VDT Committee

Leslie Davis
Arlene Filter

PACIFIC GAS TRANSMISSION CO.

PGT Repairman Training Committee

T. L. (Tab) Anderson
Richard Poole

TRI-DAM PROJECT

Tri-Dam Negotiating Committee

Dan Childres
James Wilson

UNITED WAY

United Way Steering Committee

Ron Blakemore

CONFERENCES AND CONVENTIONS

IBEW Minority Caucus Committee Conference
Dorothy Fortier

Congress of California Senior Convention

Tom Riley
Louis Rangel

California Labor Federation Trade Union School

Corb Wheeler
Bobby Blair

Correction on shift premiums

The February issue of Utility Reporter carried inaccurate information on Pacific Gas & Electric Co. 1991 Shift Premiums.

The figures for the Remote Reporting Expense Allowance should have been listed as for the year

1991, not 1990. Those figures, under Section 202.21(c) of the Physical Contract, are as follows:

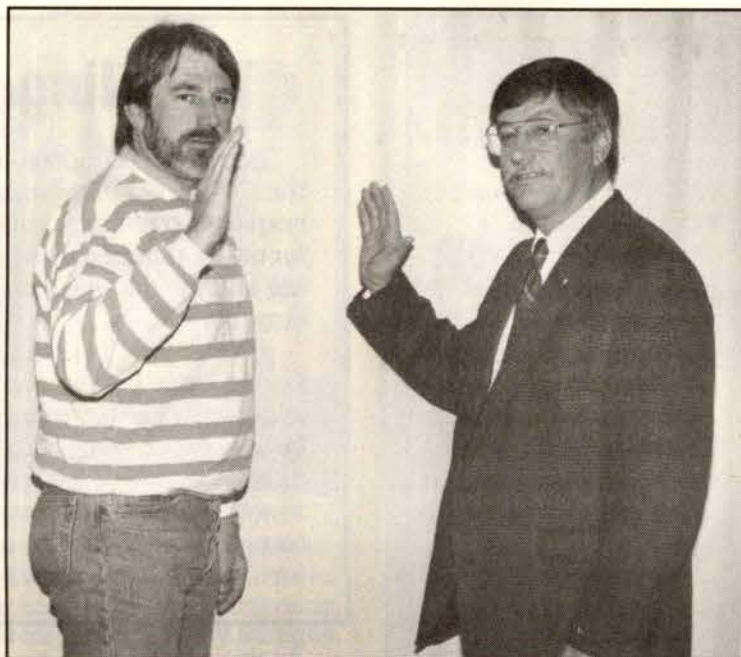
Less than 15 miles
\$11.25
15 miles or more
\$16.00

Election reminder

The election process begins this month for Delegates to the International Convention. Balloting is in June.

Election information can be found in the January and February issues of the Utility Reporter.

Complete information on nominations, elections, and qualifications are found in the Local Union Bylaws and the International Union Constitution.



YAWS SWORN IN

Oliver Yaws (left) is sworn in by Local 1245 Vice President Jim McCauley as the newest member of the Local 1245 Advisory Council. Yaws will finish out the remainder of the current term for the seat formerly held by Art Murray. (Photo: Gary Hughes)

Cooperation needed on PG&E survey

Local 1245 encourages union members to participate in this year's Survey Guided Development at Pacific Gas & Electric.

Every two years, PG&E surveys its members on a

wide variety of topics to help guide the company's future policy choices. The company shares the results of these surveys with Local 1245, which means the union and the company will have a common base of information

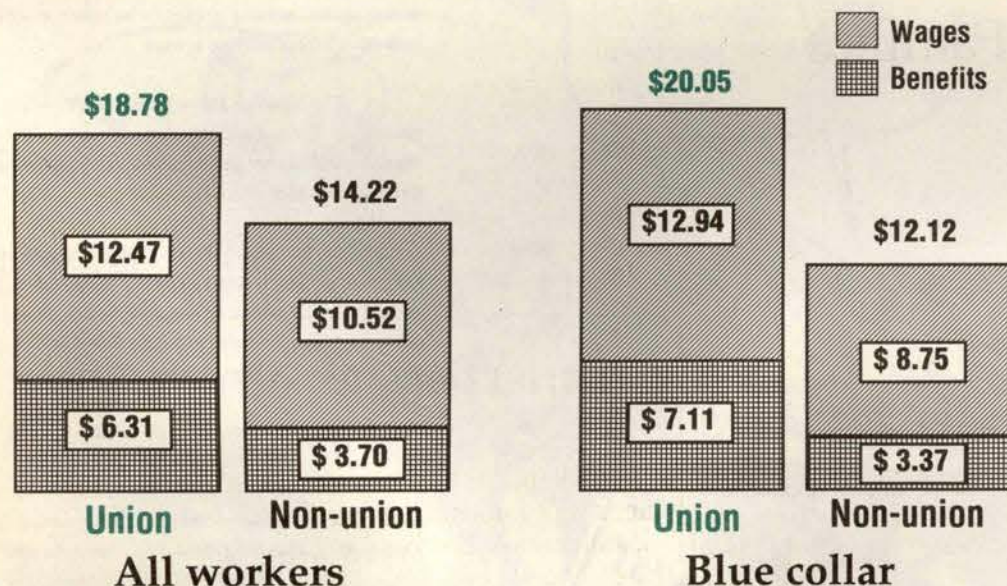
in assessing future developments and needs.

The world changes fast. Members at PG&E can help their company and their union adapt to change by participating in the survey.

Why Stick with the Union?

Union workers get higher pay, better benefits

Comparison of all workers and blue collar workers, March 1990



Note: Benefit costs include paid leave, insurance (life, health, accident), retirement and savings, supplemental pay, and legally required benefits such as Social Security.

Source: Bureau of Labor Statistics. Format: AFL-CIO Newsgraphic

Union must organize the already-organized

Jack McNally, IBEW 1245 Business Manager

Women workers are expanding into all areas and classifications of our union's membership.

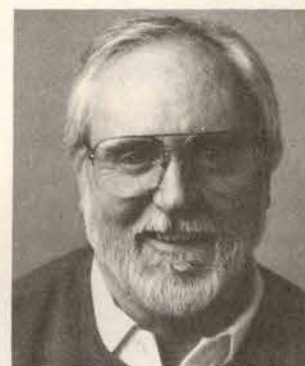
On February 23-24, Local 1245 held a conference for women members of Local 1245. Over 125 women members devoted a day-and-a-half to discussing and learning about women's issues and the union. In attendance were women from Pacific Gas & Electric, Sierra Pacific, Pacific Gas Transmission, Citizens Utilities, public agencies, tree trimmers, and Outside Line Construction. It was a good cross section of our 3,000-plus women membership.

Resources from the State Attorney General's office, the US Department of Labor, UC Berkeley Labor Center, our International Union, and our own members, were utilized to provide information on worker issues and on our union with the hope of stimulating more of our women members to take an interest and be active in our union.

One of our union's major needs, as I told conference participants, is to organize our own members.

Many of our members take for granted the wages, benefits, and working conditions they receive. They think the benefits have always been there and that the company grants them out of the goodness of its heart. They are encouraged to think this way by the employers, who try to take credit for the benefits they fought so hard at the bargaining table to deny our members.

In reality the union had to fight to achieve the working conditions we currently have. The goal has been to develop a working agreement to curb or control abuses by the employers and to provide rights and dignity on the job, and



at the same time improve our members' standard of living through improvements in wages and benefits.

It's the Union that insures that the employer cannot just arbitrarily take away the benefits and protections that have been negotiated.

It's the Union that insures our members of their rights and dignity on the job.

If it were not for the Union—particularly in recent years with the thrust toward corporate "reorganizing" and market-driven policies, we would have been hit with take-aways in wages, benefits and working conditions.

With the Union, our members have steadily made gains.

But our struggle goes on. We are in a time when organized labor has been declining, and some have predicted we will continue to decline as the year 2000 approaches.

We have had over ten years at the federal level and over eight years at the state level of conservative administrations which have not in any way been a friend of labor or working people.

The National Labor Relations Act, the Fair Labor Standards Act, the Equal Employment Opportunity Act, and the Occupational Health and Safety Act, to name the big ones, along with many other laws and

see PAGE THIRTEEN



Local 1245 members in Outside Line Construction at work recently in Woodcrest, Ca., for L. E. Meyers. General foreman is Gary Noland. (Photo: Bobby Blair)

Modesto Irrigation District

Wages, retirement benefits increased

Local 1245 members working at Modesto Irrigation District ratified a new three-year Memorandum of Understanding that provides a 4.5 percent wage increase retroactive to Dec. 1, 1990.

The agreement, ratified Jan. 11, also provides a Cost of Living Adjustment (COLA) in the second and third years. The COLA, based on 100 percent of the Consumer Price Index (CPI), will provide a minimum of 3 percent and a maximum of 6 percent per year in the second and

third years, with a wage re-opener if the CPI hits 9 percent.

Significant increases in retirement benefits were also won at the bargaining table. Full retirement is now available to workers at age 62 instead of age 65. There was also an increase in the percentage benefit for early retirement.

The agreement runs to Nov. 30, 1993.

Serving on the negotiations team for Local 1245 were Susan David, Harvey Frantz, Sam Gibson, Kevin Jackson,

Kim Mills, Ken Raven and Business Representative Gary Mai.

Alternates were Dewitt Orton, Don Ludlow, and Forrest Davisson.

Oroville-Wyandotte Irrigation District

Hike won in wage re-opener

Members of Local 1245 employed in the Water Division of the Oroville-Wyandotte Irrigation District obtained a 5 percent wage increase in recent talks conducted under a wage re-opener provision in the current agreement. Employees in the Power Division will receive parity with Pacific Gas & Electric wage increases.

The agreement maintains a minimum viable medical program, available through

the Public Employee Retirement System (PERS), according to Business Rep. Jack Osburn.

The full cost of monthly premiums for individuals and dependents will continue to be covered by the Irrigation District.

The agreement turns out in December of next year.

Serving on the union's bargaining team, along with Osburn, were John Graham, Rick McCullough and Gay Venson.

Traveling card policy

Local 1245 has adopted the following policy with respect to traveling cards for union members working in Outside Line Construction:

Policy 39 - Traveling Cards: An IBEW member who wants consideration for acceptance into Local 1245 must obtain a three-month, paid-in-advance traveling card from his or her Local Union and sub-

mit it to Local 1245 within thirty (30) days of issuance by their Local Union.

The purpose of this policy is to provide the necessary time for the Executive Committees of the Outside Construction Units to review and make recommendations to the Executive Board and for the Executive Board to act.

South San Joaquin Irrigation District

MOU produces wage gains

A new Memorandum of Understanding provides Local 1245 members working at South San Joaquin Irrigation District with a 4.2 percent general wage increase effective Jan. 1, 1991.

The MOU, ratified Jan. 22, provides for a wage re-opener in the second year.

The negotiations produced an additional floating holiday for bargaining unit members. The District's

contribution toward health insurance was hiked from \$250 to \$350.

According to Local 1245 Business Rep. Gary Mai, the three-year agreement provides for advisory arbitration of grievances involving suspension or termination.

Serving on the bargaining team for Local 1245, along with Mai, were James Schaad, Sam Bologna, Keith Dailey and Robert Geer.

AMERICANS Shouldn't Be Fired For Trying To Protect Their Families

THE BILL TO OUTLAW THE FIRING OF STRIKERS

H.R. 3936/S. 2112 would prohibit employers from firing strikers by permanently replacing them during an economic strike. This protection already exists for workers in an unfair labor practice strike.

It would prohibit employers from discriminating against striking workers who return to their jobs once a labor dispute is over.

The National Labor Relations Act was passed in order to guarantee Americans the right to organize and engage in concerted activities, including the right to strike.

"A fair and balanced system of collective bargaining, which is the promise of our labor law, should not fall victim to the misplaced values of some who wish to reduce the standard of living of our workforce to that of third world developing nations."

Representative William L. Clay (D-MO)

"The right to strike, the worker's main protection in the collective bargaining arena, has been gutted, and it is time for Congress to act."

Senator Howard M. Metzenbaum (D-OH)

AMERICANS FOR



Drunk commercial drivers could jeopardize their jobs

Drunk drivers will lose license under new California law

California has enacted tough new regulations on drunk driving that will cause many drivers—including those who drive as part of their job—to lose their license.

The California law requires the Department of Motor Vehicles to suspend or revoke the driving privilege of persons who are driving with a blood alcohol concentration (BAC) of .08 percent or more, or who refuse to take the chemical test. The suspension or revocation is above and beyond any jail time, fine, or other criminal penalty levied in court for the offense of "driving under the influence."

First-time offenders who show a BAC of .08 percent or more will have their license suspended for four months. Those with one or more prior offenses will have their license suspended for one year.

Penalties are even more severe for those who refuse to take a chemical test for BAC. First-time offenders will have their license suspended for one year. A second of-

fense in seven years will cause the offender's license to be revoked for two years. Three or more offenses in seven years will cause a license revocation of three years.

Suspension/revocation

Penalties vary somewhat for those with a commercial drivers license. Commercial drivers who were *not* operating a commercial vehicle at the time of arrest, and who have not had a prior DUI in seven years, will have their driving privilege suspended for 30 days. Following the suspension, the offender's license will be restricted for five months. The restriction permits driving to and from employment and during the course and scope of employment only.

Commercial drivers who were not operating a commercial vehicle at the time of arrest may enroll in the first offender alcohol treatment program provided for non-commercial drivers. However, completion of the program will not result in a reduction of the five months restriction, while failure to

complete the program will result in an extension of the five months' restriction.

Commercial drivers who were operating a commercial vehicle at the time of arrest will have their driving privilege suspended. If otherwise eligible, the DMV will issue the offender a Class C non-commercial license restricted to alcohol treatment only. However, this restricted license will *not* permit any other driving, whether occupational or personal.

The suspension or revocation process begins when an officer hands the driver an order of suspension or revocation. The suspension or revocation becomes effective 45 days from the arrest date. The officer picks up the driver's license and sends it to DMV and the driver is given a temporary license.

Right to hearing

If a driver requests a hearing within 10 days of receiving a suspension/revocation order, a hearing will be held by the DMV within 45 days of the date of arrest. A driver may request a hear-

ing up to 45 days after the date of arrest, but will not get a decision by the time of the suspension.

After the hearing, the offender may request a court review within 30 days.

Under the new law, a person's need for a driver's license does not affect the outcome of the DMV hearing. The only issues that will be discussed at the hearing, assuming the offender took the blood-alcohol test, are:

1. Did the officer have reasonable cause to believe the driver had been driving a motor vehicle in violation of the vehicle code?

2. Was the driver placed under lawful arrest?

3. Was the driver driving or in actual physical control of a motor vehicle when the driver had .08 percent or more by weight of alcohol in his or her blood?

If the offender refused to complete a chemical test, the only issues that can be discussed at the hearing are:

1. Did the officer have reasonable cause to believe that the driver had been driving a motor vehicle in vio-

lation of the vehicle code?

2. Was the driver placed under lawful arrest?

3. Was the driver told that refusal to submit to a test of blood, breath or urine, or failure to complete a test, would result in the suspension of the driver's driving privilege for one year, or revocation for two or three years?

4. Did the driver refuse to submit or fail to complete a chemical test after being requested to do so by an officer of the law?

Those who retain an attorney to fight the charges may argue that the police didn't have probable cause to stop them. They may also argue that the testing procedure was flawed.

However, the new law is strictly worded and those who are convicted of DUI face a high probability of having their driver's license suspended or revoked. The new law obviously poses serious problems for drivers who drive in connection with their work, and who drink in connection with their driving.

New .08% DUI Charts

(Drinking Under 21 Years of Age is Illegal)

There is no safe way to drive after drinking. Even one drink can make you an unsafe driver. Drinking affects your Blood Alcohol Concentration (BAC). Starting in 1990, it is illegal to drive with a BAC of .08%. Even a BAC below .08% does not mean that it is safe or legal to drive. The charts show the BAC zones for various numbers of drinks and time periods. **HOW TO USE THE CHARTS:** Find the chart that includes your weight. Look at the total number of drinks you have had and compare that to the

time shown. You can quickly tell if you are at risk of being arrested. If your BAC level is in the gray zone, your chances of having an accident are 5 times higher than if you had no drinks, and 25 times higher if your BAC level falls into the black zone.

REMEMBER: "One drink" is a 12-ounce beer, or a 4-ounce glass of wine, or a 1-1/4 ounce shot of 80-proof liquor (even if it's mixed with non-alcoholic drinks). If you have larger or stronger drinks, or drink on an empty stomach, you can be unsafe

with fewer drinks. Also you can be unsafe with fewer drinks if you are tired, sick, upset, or have taken medicines or drugs.

NOTE: These charts are intended to be guides, not legal evidence of the actual blood alcohol concentration. Although it is possible for anyone to exceed the designated limits, the charts have been constructed so that fewer than 5 persons in 100 will exceed these limits when drinking the stated amounts on an empty stomach. Actual values can vary by bodytype and other factors.

Based on data provided by California Department of Motor Vehicles

BAC Zones: 90 to 109 lbs.		110 to 129 lbs.		130 to 149 lbs.		150 to 169 lbs.		170 to 189 lbs.		190 to 209 lbs.		210 lbs. & up	
Time from 1st drink	Total Drinks	Total Drinks	Total Drinks	Total Drinks	Total Drinks	Total Drinks	Total Drinks	Total Drinks	Total Drinks	Total Drinks	Total Drinks	Total Drinks	Total Drinks
	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8	1 2 3 4 5 6 7 8
1 hr													
2 hrs													
3 hrs													
4 hrs													

Shadings in the charts above mean:

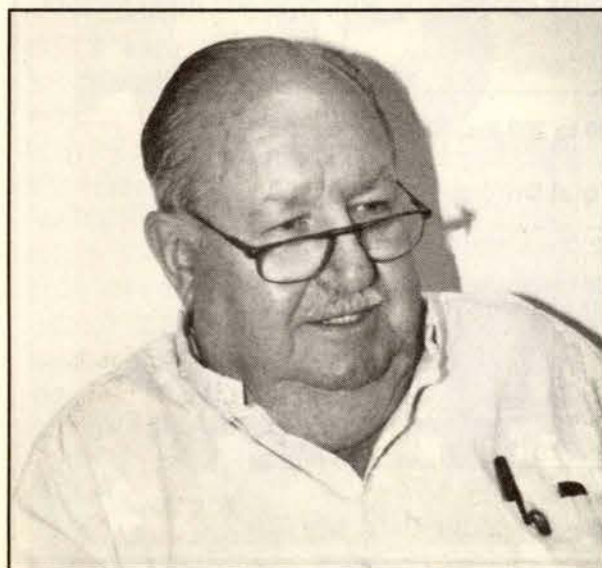
□ (.01%-.04%) May be DUI ■ (.05%-.07%) Likely DUI; Definitely DUI if under 18 yrs. old ■ (.08% & up) Definitely DUI

Prelude to final organizing campaign on PG&E

Disenchantment with CIO in the late 1940s spurs mass defection to IBEW

During the 1940s, two unions competed fiercely to organize workers at Pacific Gas and Electric: the International Brotherhood of Electrical Workers (IBEW), affiliated with the American Federation of Labor (AFL), and the Utility Workers Union of America (UWUA), affiliated with the Congress of Industrial Organizations (CIO). The stakes were high: If either union drive could succeed in organizing a single union on the entire company, workers would gain tremendous bargaining power. PG&E employees in the San Francisco Bay Area had great success in organizing for the Utility Workers-CIO. However, by 1946 these local organizers began to lose confidence in the national leadership of the Utility Workers, especially because of their "red-baiting" tactics. A mass defection was in the making, as recounted in this Utility Reporter interview with Ron Weakley, part of a continuing series on the history of Local 1245.

Part 3



Utility Reporter: You once put your hopes in the CIO organizing effort at PG&E, which was spearheaded by the Utility Workers Organizing Committee, which later became the Utility Workers Union of America. When did you start having second thoughts about the UWUA?

Ron Weakley: The Utility Workers held a convention in Atlantic City in 1946. I went back there as a West Coast delegate. The West Coast had some International representatives and a regional director that I was close to. But the national union was heavily involved in the post-war anti-communist hysteria. So they depicted us on the West Coast as "Red Hots", including me since I was close to

Harry Bridges' way of thinking. [Editor's note: The US government attempted on several occasions to prove that Bridges, long-time president of the Longshoremen's union, was a member of the Communist Party, but never succeeded in doing so.] There was a lot of red-baiting (accusing people of being communist) for personal gain. Ambitious union people would use red-baiting to destroy people who had the job they wanted. These red-baiters created enemies as a tactic for getting control of a union. I knew that the UWUA leadership was trying to get rid of our West Coast people. They already had passed a deal where you had to sign a non-communist affidavit to be an officer of the union, but now they wanted to put in a section of the constitution that said you had to sign a non-communist affidavit in order to even be a member of the union. I opposed this because I knew that red-baiting was just cheap political manipulation. All the West Coast rank and file delegates opposed it: delegates representing the California Water Service Co., the Southern California Edison group, the Southern California Gas group, and PG&E. We opposed the whole thing.

UR: What happened?

RW: First they made a motion to adopt the constitution as a whole without any discussion. Being West Coast democratic people, we didn't buy that. We made them vote section by section. And then when we opposed the anti-Red stuff, they abused us. So that created some differences between our group and the national. We had a convention in 1947 in Buffalo, New York, where they got even worse. And they eventually got rid of our people. They fired the regional director and the national representatives out here. We were loyal to those people and we resented that. So the makings of a defection began about that time. In the meantime we were certified and we represented the four Bay Area divisions of and central storage at PG&E, and established the first contracts. Local 1245, meanwhile, was active in the outlying areas, struggling to become dominant. In 1948, [IBEW International Secretary] Scott Milne could see that the Local 1245 people weren't going to be able to organize the whole company without the agreement of our UWUA group. We had some 5,000 or so members and I was one of the nominal leaders.

UR: Taking 5,000 people out of one union and leading them into a rival union is a pretty major undertaking. How did it happen? Did IBEW's International President contact you initially?

RW: No, I made the approach through my Dad. My Dad was a member at that time of IBEW Local 595 in Oakland, and the business manager in Oakland was a good friend of his. I went with Don Hardie, one of our charter members, and we explained our situation. We said if we could get an honorable arrangement we would consider going with the IBEW, but we had to have

Local 1245



1941 - 1991

*Celebrating 50 years
of union*

There was a lot of red-baiting (accusing people of being communist) for personal gain. These red-baiters created enemies as a tactic for getting control of a union. . . And they eventually got rid of our people. They fired the regional director and the national representatives out here on the West Coast. We were loyal to those people and we resented that. So the makings of a defection began about that time.



Unidentified workers on Pit 5 Powerhouse construction site. Around 1943. (Courtesy Mrs. Earl Coker)



Pat Patteson with one of the "better line trucks for those days" (about 1948 in Hayfork, Ca.). Says Patteson today: "They sent us stake side trucks and built them into line trucks on the job as we worked. This is an old FWD. In the snow they could sure break roads in the snow to help people get to the highways to get to the doctor or hospital." (Courtesy C. L. Patteson)

some conditions. He bought the idea. He was a very progressive man, and smart. He knew the IBEW couldn't just put us in Local 1245, which we had been competing with. So the IBEW created another local, Local 1324, with the idea that maybe later on they could be merged. In the meantime, the UWUA wanted to maintain control and get rid of us. They still had some adherents and they still held the bargaining rights, but they weren't effective because a majority of the people in those units were now opposed to them. It was just a matter of time before they lost power.

UR: Compared to the AF of L, the CIO in the 1930s had an image of being a more progressive and more daring collection of individuals. Yet, by the end of World War II or thereabouts, it sounds like the CIO group you were involved with wasn't very progressive at all, what with all the red-baiting.

RW: Like I say, red-baiting gave an opportunity for these charlatans to get control of some of the unions. It happened in the Steel Workers, the Auto Workers, the Utility Workers: the founders were all pretty much cast out because they were "radicals." That allowed the flag-waving anti-communist types to take

over. That, in essence, destroyed a lot of the base of the CIO.

UR: Were you ever on the staff of the UWUA?

RW: No, I was working for PG&E up until I went to work for the IBEW. But at one point during all this the UWUA offered me a job as a national representative so they could hire me and cut my head off! (Laughs) I knew what they were up to.

UR: You once had an encounter with CIO leader Phil Murray didn't you?

RW: Yes. That's when I was a fiery young delegate to a convention in Buffalo, New York. We said in order to establish our union we had to take on the industry. And we suggested that maybe on January 1st we shut down the whole country. Murray patiently tried to answer my demands for more militancy and more power from the CIO—to take on PG&E and the other utilities—by telling me the following story about militancy with poor weapons: *It seems there were a couple of Irishmen working in a coal*

yard. They didn't have too good conditions as to wages and one of them was an agitator and the other got carried away and they talked themselves into forming a two-man union. One guy was the agitator and he talked the other guy into becoming a union leader. So one day after quitting time the agent, the leader, marches up to the boss's door and bangs on it and the boss roared, "Come in!" The agent strode in and faced the boss, and the boss said with a mean face and a loud voice, "What the hell do you want?" The agent stam-

mered, "We want five cents an hour raise, or else." "Or else what?" roared the boss, raising from his chair in a menacing manner. The agent gulped, considered his economic strength and that of his agitating supporter, and said meekly, "or else we keep on working for what we are getting."

In other words, he was teaching me not to get carried away. Murray was a very fine person. He was sympathetic to us. But he had limited authority, too. The Red thing was engulfing him. You know, he never would sign the non-communist affidavit even though he was president of the CIO. He personally wouldn't give in to that red-baiting and he recommended a policy of not giving in to it.

Next month...

A special expanded 50th Anniversary Edition of the Utility Reporter will tell the story of the final victory in the struggle to organize Pacific Gas & Electric. Features will include the next installment in the Ron Weakley interview, conversations with other founding members of Local 1245, old photographs of the workers of that era,

... and more!



Local 1245 Business Manager Ron Weakley, second from left, with Jerry Moran, Spike Ensley and unidentified persons in the union's Oakland, Ca., office in the 1950s. (Local 1245 archives)

1991 General Bargaining

Union negotiators square off against Sierra Pacific

from PAGE ONE

agrees that recent steps to trim managerial bureaucracy were justified.

But Kurt Vanderbundt, a line working foreman from Tonopah, is one union worker who thinks the company may be shooting itself in the foot by cutting back the physical workforce in the name of, as the company puts it, "working smarter, not harder."

Vanderbundt doesn't quarrel with the idea of "working smarter" when it's possible to do so.

"But when you reach saturation and they still say 'work smarter, not harder,' that's just stupidity talking."

As an example, Vanderbundt points to company efforts to work jobs in remote areas with three-man crews.

"When you have 60-90 miles travel time, you're talking an hour to an hour-and-a-half each way. If you find out you've got to have a fourth man, you have to wait around 60 to 90 minutes for that fourth man. How can you outsmart distance? The only way to

work smarter," Vanderbundt suggests, would be "to find a guy who can drive 200 miles per hour."

But attempting to get by with smaller crews is only the tip of the iceberg. Other company efforts to achieve "flexibility" are popping up at the bargaining table.

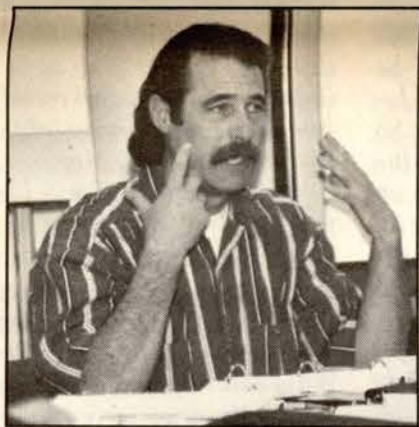
Overtime pay

According to union negotiator Zenobia Foster, the company is advancing a proposal to institute split shifts in order to keep customer offices open on Saturdays. Under such a proposal, Foster says, workers could find that their 40-hour week includes working on Saturdays without overtime pay. With that proposal the company is asking employees to give up basic standards that unionists fought generations to achieve. And for employees with children, split shifts could mean higher childcare costs as well.

"We have a lot of single women, women with fami-

"They keep talking to us about flexibility, productivity, response time to customers. We'd like to see the company bring the same humane attitude to the employees-- just treat us half as good as they do the customer."

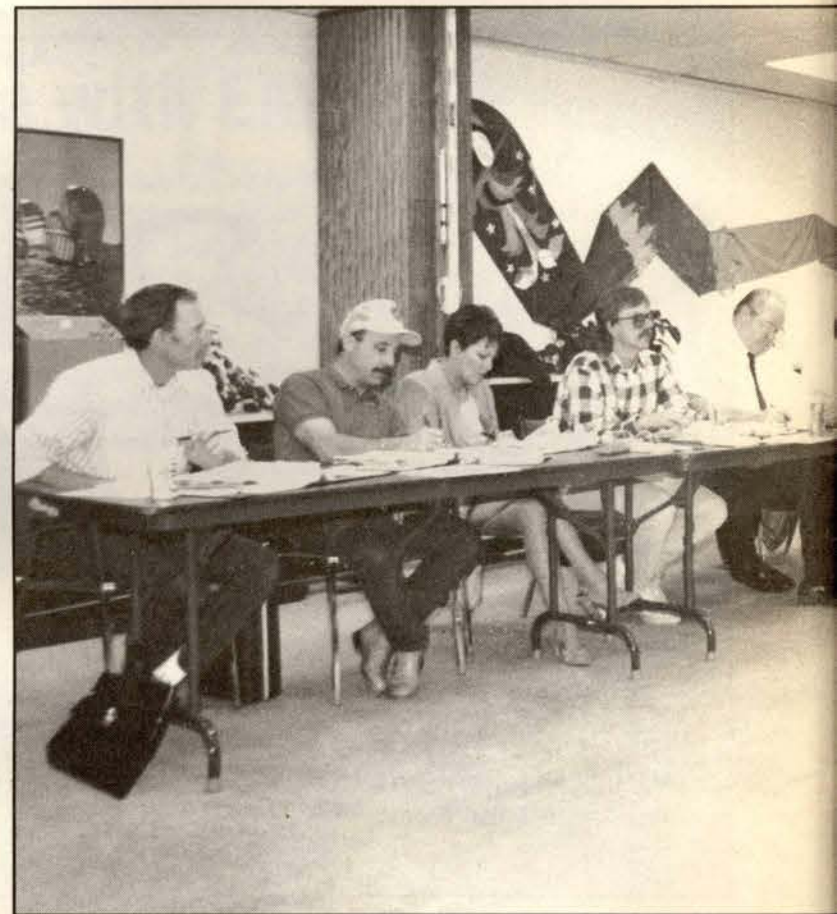
-Zenobia Foster



Union negotiator Kenneth Lutzow stresses a point during bargaining with Sierra Pacific Power Co.



Union negotiators (from left) Kurt Vanderbundt, Gino Aramini, Zenobia Foster, Louis Johnson and Kenneth Lutzow listen as Sierra Pacific negotiators explain the company proposal. (Photos: Eric Wolfe)



Union negotiators (seated left) discuss opening positions with Sierra Pacific.

lies," notes Foster, a Sierra Pacific bill collector and 16-year union member. "Clerks wages are lower and this would have a big impact on them."

Family issues

Union workers believe it is high time the company showed more sensitivity to family issues.

For example, union negotiators are advancing a proposal for "family sick leave", which would allow workers to use some of their sick leave to stay home when one of their children is ill. In the past, the company has not shown much interest in that concept.

"It's an old way of thinking: the wife's at home taking care of the children," says Valerie Wiens, who represents clerical workers on the negotiating team. But in fact millions of America's mothers, like Wiens, work outside the home, making the "old ways" of dealing with family problems impossible.

"I can remember times when my daughter had ear infections once a month and I'd be off work a week at a time," notes Foster. "That really hurts the paycheck. With all the women in the workforce now, it has to be

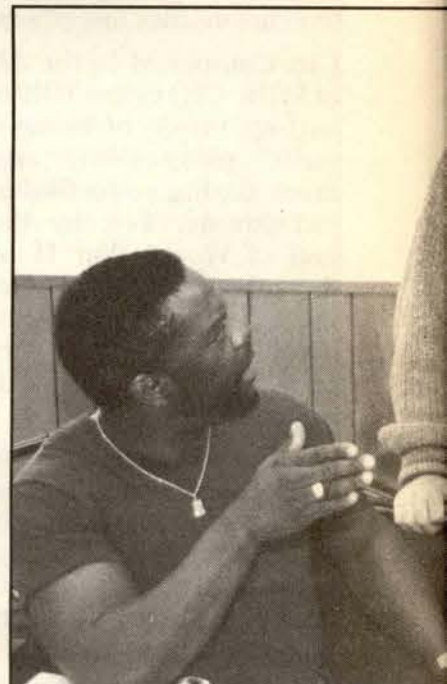
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And one of the union's goals is to make sure the problem is addressed.

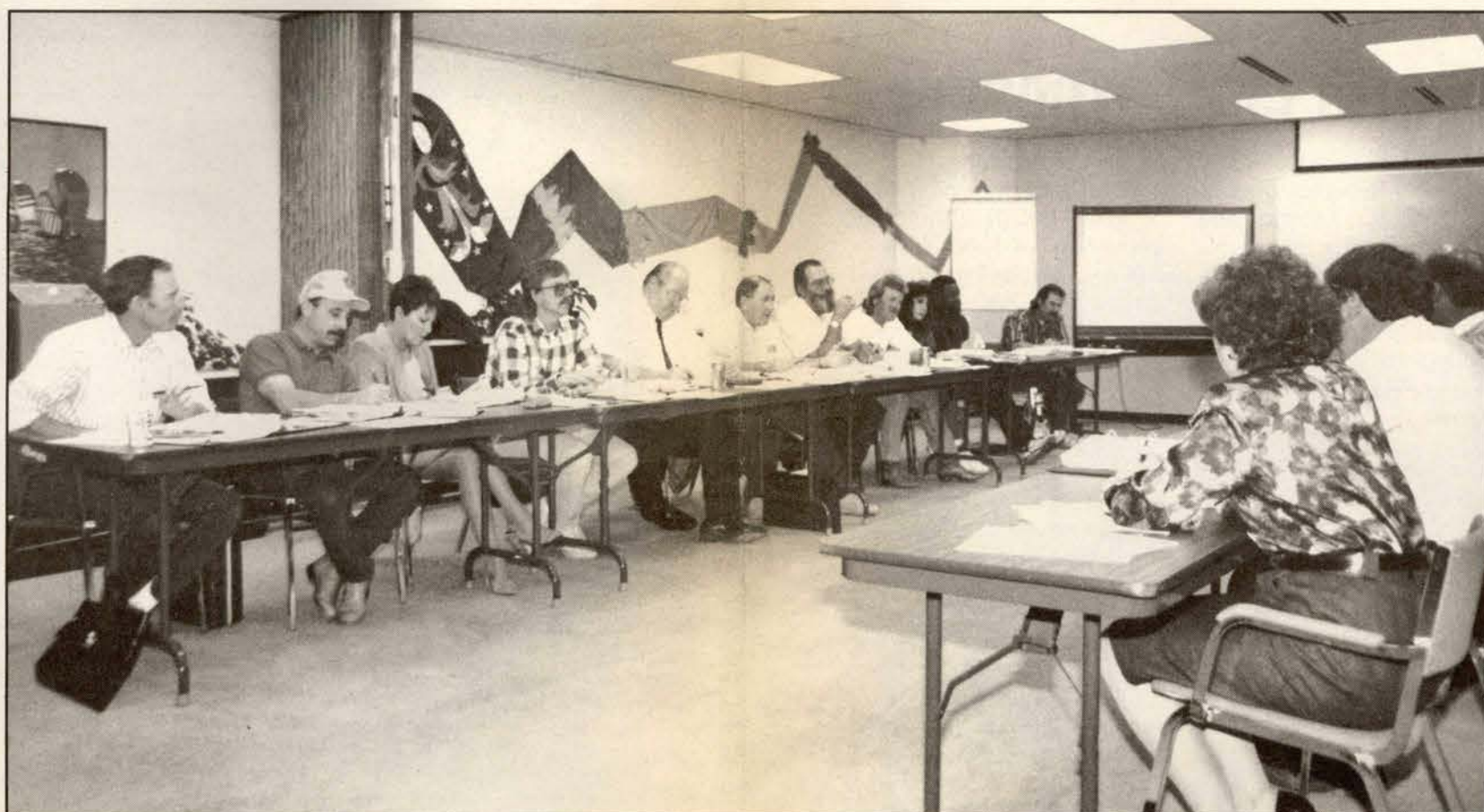
"All these changes are coming to the bargaining table," says Wiens. "They have to."

Shift workers

Union negotiator Keith Smith is concerned about how Sierra Pacific's push for "efficiency" will affect shift workers. Smith, an emergency relief operator at the Fort



Bargaining team member Louis Johnson discusses contract with company.



Union negotiators (seated left) discuss opening positions with Sierra Pacific representatives at company headquarters in Reno, Nev.

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Churchill Power Plant, near Yerington, Nev., gets suspicious when the company begins talking about reducing "non-productive time." For shift workers, that could translate into even greater hardships than shift workers already face.

As things stand now, holidays don't exist for shift workers. Smith, for example, has had only two Christmas days off during the past 11 years. In return for this considerable sacrifice, a shift

worker can choose to draw overtime pay of nearly 2-1/2 times normal pay, or take time-and-a-half plus a day off. It may not be Christmas, but at least it's a day off.

A company proposal now on the bargaining table would take away the shift worker's option to take a day off in exchange for working a holiday.

While that may not seem terribly important to someone who has never done shift work, to the shift worker it means one less opportunity to get an occasional day off on weekends.

"Things happen"

"Things happen on weekends," says Smith. "You miss out on that stuff. There have been a lot of football games I missed out on. You can't spend time with friends. People hunt on weekends, there are softball tournaments on weekends," says Smith, an avid softball player.

"It never fails," he declares. "I'm always working."

Even company functions like dances and picnics fall on weekends. If it doesn't land on one of the rare weekends a shift worker has off, Smith observes, "you're messed up."

"All that money doesn't

mean a whole lot if you have time to go enjoy it."

Another union concern, according to Gino Aramini, is the current dropout rate. He believes the company's apprenticeship program. He believes in-house training is necessary "on the daily routine" and apprentice needs to know how to help the crew.

Unfortunately, Aramini says, apprentices are having trouble keeping up with their studies. "With the workload we have, they can't afford to take the people off the line and train them."

The result is a high dropout rate, which Aramini calls "a waste of time, motion and money."

As important as these issues are, one issue appears to stand out above all the others in the minds of most workers: health benefits.

Benefits 'most important'

"The most important thing are the benefits," says Louis Johnson, a heavy crew member who is serving on the union's negotiating team for the seventh time. "Just about every person I've talked to is concerned the benefits are going to be eroded."

Virtually everyone on the negotiating team agrees with Johnson's assessment.

"It's clear if we have a contract it's going to cost significant changes in health care—they've come right up and said that," says Valerie Wiens.

A major part of the problem, in Smith's view, is "the cost of health care is higher in Nevada than in any other state," perhaps due in part to the influx of retirees from California. With health services only partly subsidized by Medicare and Medicaid, health care providers are searching for ways to recoup their costs. Smith believes, including passing along higher costs to corporate health plans.

Sierra Pacific, in turn, "wants to lock in, or put on, the amount of money they have to pay." Which means that the remaining financial burden of rapidly rising costs is likely to be passed on to employees.

Ken Lutzow, a welder and mechanic at Valmy Power



Bargaining team member Louis Johnson (left) and Local 1245 Business Rep. John Stralla discuss contract proposals prior to meeting with the company.



Sierra Pacific representatives at company headquarters in Reno, Nev.

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Ken Lutzow, a welder-mechanic at Valmy Power



Discussing the contract are union negotiators (clockwise, from lower left) Ken Lutzow, Louis Johnson, Kelly Toulouse, Assistant Business Manager Orv Owen, Zenobia Foster, Kurt Vanderbundt, Gino Aramini, Valerie Wiens and Keith Smith.



Union negotiators (clockwise, from lower left) Gino Aramini, Jack Ellington, Kelly Toulouse, Assistant Business Manager Orv Owen, Zenobia Foster and Kurt Vanderbundt discuss bargaining just prior to meeting with the company.

Plant, believes that those rising costs hurt employees in out-lying areas the most because they have the additional burden of having to travel for medical services.

"In the districts you don't have the medical facilities that you do in the cities," Lutzow notes.

Obviously the union is not likely to have all of its concerns addressed at the bargaining table, especially with the company sounding the drumbeat of "efficiency" and "customer service."

But the negotiating team appears determined to make sure that the needs of workers are not lost in all the noise.

"They keep talking to us about flexibility, productivity, response time to customers," says Foster. "We'd like to see the company bring the same humane attitude to the employees—just treat us half as good as they do the customer."



Union negotiator Keith Smith reviews his notes in preparation for bargaining.

Your bargaining team members:

Gino Aramini
Jack Ellington
Zenobia Foster
Louis Johnson
Kenneth Lutzow
Keith Smith
Kelly Toulouse
Kirk Vanderbundt
Valerie Wiens
Asst. Bus. Mgr. Orv Owen
Bus. Rep. John Stralla

Support your team!



Johnson (left) and Local 1245 Business representatives

Lassen MUD agreement

A new agreement between Local 1245 and the Lassen Municipal Utility District preserves fully-paid medical benefits and provides a 9 percent wage increase over three years.

The pact contains several provisions that previously had been only verbal understandings, according to Local 1245 Business Rep. Mickey Harrington. Provisions on seniority, medical rights upon retirement, and employee rights while on long-term disability are included.

The union successfully defended the eight-hour workday and double-time for all overtime. Standby pay is increased to \$300 under the agreement.

The wage increases take effect in 3 percent installments on the first of each year in 1991, 1992, and 1993.

The agreement covers about two dozen employees for Lassen MUD in California, including servicemen, subforemen, linemen, warehouse workers, and clerical.

Research sponsored by EPRI

New study links leukemia with EMF exposure

Children who live near neighborhood power lines are two-and-a-half times more likely to suffer leukemia according to a study made public last month.

The results of the study, conducted by University of Southern California epidemiologist Dr. John Peters and sponsored by the Electric Power Research Institute (EPRI), are consistent with earlier studies conducted by

epidemiologists in Colorado. (See Utility Reporter, December 1990, and January and February 1991.) The USC study examined 434 Los Angeles County children age 10 and younger, half diagnosed with leukemia and half used

as a control group.

Dr. David Carpenter, dean of public health at the State University of New York in Albany, told the Los Angeles Times that the study will "raise general national concern about the role of electric and magnetic fields in causing cancer."

Data for the study was gathered by interviewing the children's parents, taking spot measurements for EMF levels inside and outside the subjects' homes, and assessing the proximity of the children's homes to electric power lines.

In addition to the link between power lines and leukemia, the study found that frequent use of hair dryers and black-and-white televisions increased leukemia risk. A link was also established with indoor pesticide use and the father's use of spray paint in connection with work when the mother was pregnant.

A joint study group formed early last year by Local 1245 and Pacific Gas & Electric is monitoring EMF research developments.



JOINT STUDY GROUP ON EMF

Continuing their research into possible health effects of electric and magnetic field exposure are members of the Local 1245-PG&E joint study group. Union committee members are (clockwise, from left, Assistant Business Manager Ron Fitzsimmons, Jeff Schlocker, John Delsman, and Dan Mayo. (Photo: Austin Lea)

Units call for blood donors

Local 1245 units in Salinas and Redding, Ca., have asked for assistance in finding blood donors for two persons in urgent need of help.

Salinas

Members of Unit 1211 in Salinas have asked fellow union members to donate blood to one of their co-workers, Roger Haslam.

Haslam, recently diagnosed with leukemia, needs blood platelets which are "generic." His blood type is A-positive.

Members who are able to assist Haslam should contact Janet Martz at PTT # (408) 755-3485 or Co. #642-3485. Haslam's address is currently the UCSF Medical Center, 505 Parnassus Ave., L-11 Room 1105, San Francisco, CA 94143-0290.

Unit 1211 noted that although Haslam is a member

of a different union "during times of illness, there are no union boundaries."

Redding

Unit 4419, Redding Pac Tree, is calling for blood donations to help Luke Aaron Scruggs, the five-year-old son of former member Carrie Scruggs. Carrie, Luke, and a second son are currently staying with Local 1245 member Debra Wacker and are experiencing considerable financial hardship.

Luke has been diagnosed with an extremely rare form of cancer and is receiving radiation therapy and chemotherapy at the University of California at Davis.

Luke needs blood donations (A-positive) and the family could use financial contributions as well.

Anyone interested in helping out should contact Debra Wacker at (916) 275-5089.

Advisory Council honors Donald Custer

Praised as a dedicated union man, Donald Custer was honored at the February meeting of the Local 1245 Advisory Council with a plaque commemorating his long years of service.

Custer, who served Local 1245 as a shop steward, grievance committee member and business representative, became a member of IBEW in 1953 in Oakland. He transferred into Local 1245 in 1964 and worked as a communications technician for Pacific Gas & Electric in Stockton.

Custer said he became involved in the union because it was "the only voice a working man had."

"When I first started, that's where our safety was," he said, noting that

today "every division has a union safety committee and walk-around inspections."

In addition to bringing new levels of safety to the workplace, the union also made it possible for PG&E workers to enjoy a fully-paid health plan and retirement plan.

"These are the things that came out of Local 1245," Custer told the Utility Reporter.

Achievements, it could be added, that were made possible by the long struggles of dedicated union activists like Don Custer.



Donald Custer, joined by Mrs. Custer and their son, Ed, displays the plaque awarded to him at the February Advisory Council meeting. (Photo: Gary Hughes)

Hear Ye! Year Ye!

FOURTEENTH ANNUAL SLOW PITCH SOFTBALL TOURNAMENT

IBEW LOCAL UNION 1245

Saturday, May 18 & Sunday, May 19, 1991
Willow Pass Park, Concord, California



4 Divisions
Men's "C"
Men's "D"
35 & Older
Women's

Individual Trophies
for the
1st Place Teams

Team Trophies for 1st,
2nd, & 3rd
in all Divisions

Family Members Eligible!

Winner of
"C" & "D" Divisions
to Advance
to State Industrial
Championship

\$150 Entry Fee
Due No Later
Than May 3

For More
Information,
Contact:
Ed Caruso
(415) 933-6060

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Local Union 1245's 14th Annual Slow Pitch Softball Tournament May 18 and May 19, 1991

Team Name: _____
1990 Team Name: _____
Manager's Name: _____
Address: _____
City, State & Zip: _____
Home Phone: _____ Work Phone: _____

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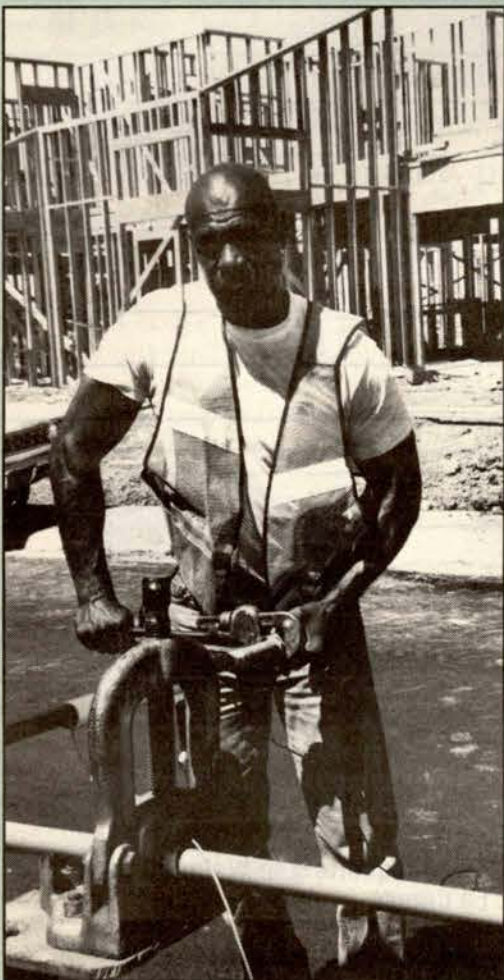
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Men's C
Men's D
35 and Older
Women's
(Circle One)

Entry Fee: \$150
Final Deadline: May 3, 1991, 10 a.m. at Local 1245 Headquarters in Walnut Creek
Make Checks Payable to: Ed Caruso
P.O. Box 4790
Walnut Creek, CA 94596



BRINGING GAS TO LAGUNA
Darryl Lewis, PG&E gas crew foreman and a 24-year union member, assembles a gas riser (below) as he and Fieldman Bruce Jenkins (above), a six-year union member, install half-inch plastic conduit services in the Laguna Meridian No. 1 development south of Sacramento, Ca.



Commercial Drivers agreement clarified

from PAGE ONE

Commercial Motor Vehicle Safety Program, which significantly increased the kinds of vehicles requiring a commercial drivers license for operation. Many PG&E vehicles that previously did not require the operator to have a commercial license required such a license under the new state program.

As a result, employees who were in job classifications that did not carry a commercial drivers license requirement suddenly found that such a license was necessary in order to continue operating the vehicles they had been operating all along.

The union maintained that the new job requirement entailed new responsibilities, and thus that employees holding a commercial drivers license should receive additional compensation.

Letter Agreement 90-113, agreed to in June of last year, laid out a procedure for filling CDLA-designated jobs on a voluntary basis and for compensating those who come to hold them.

According to the provisions of this agreement, at each headquarters where the CDLA applies, the company had to determine the number of vehicles requiring a commercial license for operation. That number was then multiplied by 125 percent to determine the number of positions to be offered to volunteers. Selection of volunteers for these CDLA-designated positions was to be by seniority, without regard to classification.

Because the Letter Agreement provided this mechanism for filling the CDLA-designated jobs, no system was established for posting them in the traditional manner. After implementation of the agreement, some CDLA-designated jobs became vacant in the normal course of employee turnover and the company went to the prebid list and offered the jobs based on seniority.

It was at this point that misunderstandings began to arise. Employees who consulted the directory while renewing their prebids after the CDL Agreement went into effect had an opportunity to notice that CDLA-designated jobs now had separate prebid codes. But employees who had no reason to consult the directory might have remained unaware that CDLA-designated jobs had separate prebid codes, and thus failed

to prebid those jobs. When the company needed to fill vacated CDLA-designated positions, it went to the prebid list, giving rise to the possibility that some employees with greater seniority may have been passed over because they were unaware that they were supposed to prebid specifically for CDLA-designated jobs.

CDLA pre-bid needed

The clarification of the Letter Agreement now makes it clear that employees must have a prebid on file for both CDLA-designated and non-CDLA-designated classifications if they want to be considered for vacancies in those positions. A separate list of CDLA-designated positions has been posted; they have also been added to the Prebid Directory. The only exception, as stated above, is that employees do not need to prebid for a CDLA-designated position in their current classification at their current headquarters, assuming the employee has a commercial drivers license.

This, then, is how it works when a CDLA-designated position becomes vacant. First the company solicits volunteers from within the headquarters from all CDLA-designated classifications. If there are qualified volunteers, the senior qualified volunteer will be designated as a CDLA and the original vacancy will be filled through Title 205 as a non-CDLA position.

As an example, a headquarters may have a vacant Electric Crew Foreman-CDLA position. If the CDLA designated classifications in that headquarters are Electric Crew Foreman and Lineman, qualified volunteers from those two classifications will be solicited. If a Lineman is the senior qualified volunteer, the CDLA designation moves to that Lineman's position and the Electric Crew Foreman vacancy is filled without the CDLA designation through Title 205.

If, in the scenario described above, there were no qualified volunteers from within the headquarters for the CDLA designation, the Crew Foreman vacancy would be filled through Title 205 as a CDLA position if the 125 percent complement had not been met or if the senior prebidder is qualified and volunteers for the CDLA designation. If the

headquarters is already above the 125 percent complement, however, the vacant position will be filled without regard to possession of a commercial drivers license.

Another subject addressed in the recent clarification has to do with the number of positions that can be designated as CDLA positions. The original agreement stipulated that the number of positions at a headquarters must be equal to 125 percent of the number of vehicles requiring a CDL for operation. Some headquarters viewed this figure as a minimum, thus freeing management to require anyone seeking promotion or transfer into the headquarters to have a CDL. Under the terms established by the clarification, the 125 percent figure is the minimum number of positions to be filled. However, once this number of positions has been filled, employees seeking to bid to the headquarters under the provisions of Title 205 cannot be bypassed simply because they do not have a commercial drivers license. Where special circumstances exist, however, Local 1245 and PG&E may adjust this percentage on a headquarters-by-headquarters basis.

Some employees who have a commercial license will not immediately obtain CDLA-designated positions. However, these employees may use their CDLs in connection with overtime work or job sitting. When filling overtime positions in a situation where one crew member must have a CDL, the person with the fewest overtime hours gets called out, without regard to possession of a CDL. If that person happens to have a CDL, succeeding employees will be called without regard to CDL. However, when, for example, a three-man crew is to be called out, if neither of the first two persons called has a CDL, then the third person called must be one with a CDL. This same procedure will also be employed in conjunction with selecting volunteers for a remote reporting job under Section 202.21 of the Agreement.

This CDLA clarification will be made available to those who would like a copy. Check with your Shop Steward or Business Representative.



TRI-DISTRICT WOMEN'S ISSUES CONFERENCE
Delegates to the Tri-District Women's Issues Conference, held Nov. 30, were: Stephanie Baber, Enid Bidou, Marna Browne, Debra Encallado, Zenobia Foster, Beverly L. Johnson, Linda Jurado, Peggy Kelleher, Carole Leider, Nancy Miraglia, Joy O'Hagan, Rosetta Patillo, Jan Peterson, Millie Phillips, Sharon Poore, Betty Quinn, Sandra Reynolds, Litha Saunders, Patricia Thomas and Kathy Tindall.



CLERICAL JOINT EVALUATION COMMITTEE
Union representatives on the PG&E Clerical Joint Evaluation Committee, meeting recently at the Walnut Creek office, are, seated, from left: Mary Wise, Assistant Business Manager Dorothy Fortier, Donna Ambeau, Edna Dees; standing, from left: Gail Alston, Arlene Cook.

Tall tales told



Did a young PG&E employee named Jack McNally really run home and complain to his mama about a "mean man" mistreating him on the job? That's only one of the tall tales Bob Cowger (above left) told at the expense of Business Manager Jack McNally during Cowger's recent retirement party. Cowger worked most recently out of Salinas, Ca., as a T & D driver for PG&E, but he was working out of Madera over 30 years ago when he signed up McNally, a helper on Cowger's crew, as a new union member. McNally (below right) gives *his* version of that historical encounter and relates a tall tale or two of his own.



(Photos: Gary Hughes)



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POINT OF VIEW

Re-organizing the organized

from PAGE THREE
regulations that provide rights and protections for workers, have been modified and weakened so that labor no longer has a level playing field with management.

This trend, which has had very drastic consequences for some unions and more subtle ones for others, has to be reversed if we expect to hold on to what we have, let alone make gains.

That is why it is extremely important that we organize the organized: those people who pay un-

ion dues but don't fully understand the vital role played by their union. It is critical that we tell the story, that we educate, so that we all understand what is at stake.

We have very good reasons to be positive about our Union, very good reasons to mean it when we go out and tell others: "Union Yes!"

And there should be no mistake about it: the women members of Local 1245 have a valuable role to play in helping this union accomplish this important mission.

Law provides job protections for reservists called to duty

Tens of thousands of Reservists and National Guard personnel now serve on active duty in the Persian Gulf War. Among them are many union members whose job and benefit rights are affected.

Employment and financial protection for Reservists comes from two laws, the Soldiers and Sailors Civil Relief Act of 1940, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (the VVRA).

The VVRA covers all public and private employers regardless of size. When employees report to active duty (whether their service is

voluntary or involuntary), they must be treated at least like other employees taking a leave of absence. An employer must give the employee the same continued health and life insurance coverage it gives to employees who are on a leave of absence for any other reason.

Even if an employer provides no health coverage for

employees on leave of absence, it must give departing Reservists or National Guard employees the right to elect COBRA continuation coverage. Under COBRA's rules, employees called to active duty may buy up to 18 months of COBRA coverage and they will enjoy this right in addition to any military health coverage.

The VVRA does *not* re-

quire an employer to provide wage differential payments to make up for lower military pay, although some employers, like PG&E, are doing so.

Once released from active duty, an employee is entitled to reinstatement to any job "other than a temporary position." The employer must reinstate the returning veteran who: (1) is released from active duty with a cer-

tificate of at least satisfactory service; and (2) notifies his or her employer of his or her intention to return to work within either 31 days of discharge if the period of active duty was 90 days or less, or 90 days of discharge if the period of active duty was longer than 90 days. If the returning veterans do not notify their employers that they have been released and are ready to return to work before the end of the 31-day or 90-day period, they may lose their rights under the VVRA.

Employers must reinstate employees to the positions they would be holding if they had not been called to active

See **NEXT PAGE**

The law does *not* require an employer to provide wage differential payments to make up for lower military pay, although some employers, like PG&E, are doing so.

IT'S A DIFFERENT JOB

They usually work on the machine down the line or at the desk up the hall. But now they are serving America in the Persian Gulf. Their families back home depend on us for the little things. Like an understanding word. A smile. And some big things. Like helping with the rent, putting food on the table, or making sure that emergency communications get through.

That's why the AFL-CIO and the American Red Cross are teaming up to help America's service members and their families, refugees, displaced persons, and prisoners of war through Operation Stateside.

Please send a check today for the "American Red Cross Gulf Crisis Fund" to Operation Stateside, American Red Cross, Department Number 0499, Washington, DC 20073-0499. For more information call (202) 639-3650.

AFL-CIO



OPERATION STATESIDE

Reservists' rights...

From PAGE FOURTEEN

duty. The returned veteran is entitled to seniority credit for the period of absence. For traditional defined benefit pension plans, it is virtually certain that returning employees must receive credit for the period of absence for all purposes under the plan. As for vacations, returning veterans are typically eligible under the VVRA for credit for their military absence to qualify for a great number of vacation days.

Under the Soldiers and Sailors Civil Relief Act activated reservists are protected as follows:

1) They are protected against debts which the individual is paying back. Interest rates over 6 percent are reduced to 6 percent per year at the time the reservist enters active duty. This does not apply to transactions entered into after activation.

2) Leases may be terminated under the provisions of the Act. The reservist must provide written notice of termination after receiving orders for active duty. For month-to-month leases, termination is effective 30 days after the first date on which the next payment is due. Security deposits and prepaid rent must be returned upon termination.

3) Reservists who, prior to activation, enter into installment contracts (which require payment on an installment plan) are protected from the contract being rescinded or terminated if the individual's ability to pay has been materially affected by the activation.

4) Reservists are protected against foreclosures of mortgages, deeds of trust, and other security instruments provided that the obligation was entered into prior to activation, and that the ability to pay has been materially affected.

5) If the activation has materially affected the reservists' ability to pay taxes, they may be deferred up to six months after termination of

military service with no penalty or interest charge on the taxes that were deferred. The IRS has ruled that medical insurance coverage paid for by an employer cannot be cut off for activated reservists or their dependents. Employers have the same obligations to workers and their families during activation as they would when a worker was laid off or quit. The reservist may obtain continued coverage from the employer by paying the premium.

6) Reservists are protected against several court procedures. They are protected against a default for non-appearance in court when a suit is filed against the individual or they can receive stays of court proceedings under the Act if they were unable to appear or participate in the proceedings as a direct result of activation.

In addition to rights provided under the two laws discussed above, reservists enjoy certain other rights.

Many reservists have been out of the military for many years and did not plan on fighting a war. Many may not be in either medical or financial shape to leave the country. There are several groups of reservists which can be called up on short notice. Selective reservists have been activated within 24 hours; ready reservists have been called up with 5 to 15 days notice.

Reservists have discharge and deferments rights similar to active military personnel.

1) Activated reservists who are physically unable to report for active duty can receive temporary deferments. This deferment includes temporary incarceration, hospitalization or other medical reasons.

2) Reservists can receive temporary hardship deferments. This can be shown if the activation would cause undue hardship on their dependents. Also if a reservist has four or more dependents and responsible for 50

percent of their support he or she can be discharged for this reason.

3) A medical problem that did not exist at the time of enlistment but has surfaced since enlistment can be a reason for a reservist not to be sent overseas. Upon re-entry to active duty the reservist would have to present medical evidence of a problem.

4) The law also provides that reservists can be discharged by successfully meeting the requirements for conscientious objector status.

If you have any questions regarding your active duty requirements the numbers featured at right can be called.

Army: (800) 325-1876
Airforce: (800) 525-0102
Army National Guard: (314) 538-3993
Marines: (800) 336-4663
CCCO/An Agency for Military and Draft Counseling:
(415) 474-3002

Military families seeking assistance, no matter what branch of the service, can call the following numbers:

In California:
(800) 321-6824

In Nevada:
(800) 326-8482

(This article on military service and workers' rights was prepared by Local 1245 attorneys Jane Brunner and Tom Dalzell.)

State labor fed blasts Sprint endorsement



CALIFORNIA LABOR FEDERATION, AFL-CIO

417 MONTGOMERY STREET, SUITE 300
 SAN FRANCISCO, CALIFORNIA 94104
 TELEPHONE: (415) 986-3585
 FAX NUMBER: (415) 956-7838

JOHN F. HENNING
 Executive
 Secretary-Treasurer

ALBIN J. GRUHN February 19, 1991
 President

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To: All Affiliates

Dear Sisters & Brothers:

Recently, the national Democratic Party sent a letter to Democrats, urging them to switch their long distance telephone service to U.S. Sprint. U.S. Sprint is a non-union company which the Communications Workers of America has been trying to organize for several years. U.S. Sprint is in direct competition with AT&T, a company whose employees enjoy union contracts with AFL-CIO unions including Communications Workers and IBEW.

According to the letter from National Chairman Ron Brown, the Democratic Party has cut a deal with U.S. Sprint to kick back 5% of the long distance charges paid by every Democrat who signs up for the program.

In the same letter, Ron Brown states that the Democratic Party is the "defender of working families."

It appears the Democratic Party has no shame at skimming its take off the profits of this corporation. We must vigorously protest this immoral alliance of the Democratic Party and a non-union corporation.

We urge you to notify all of your members that U.S. Sprint is non-union, and to urge your members not to switch their long-distance service.

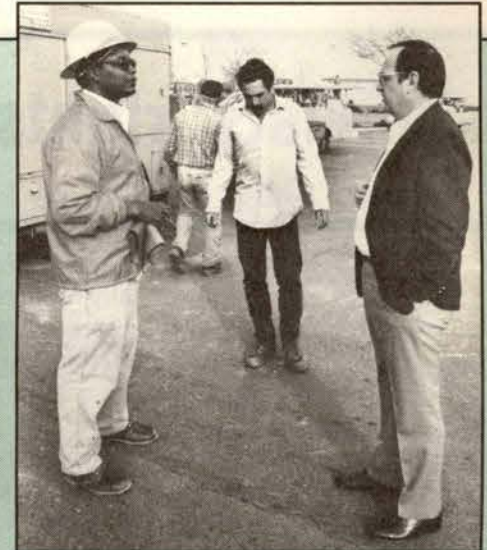
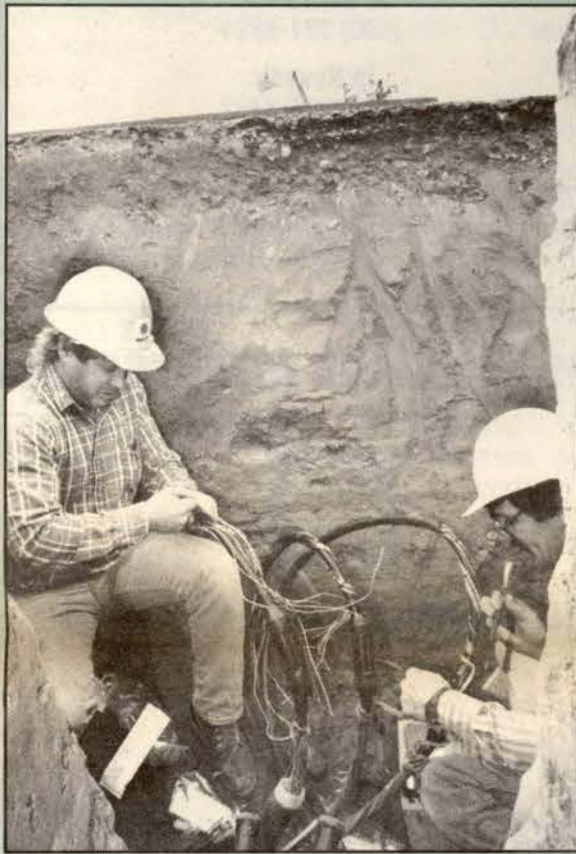
Further, we ask your union to inform your Democratic Congress members, State Legislators and local party officials of your opposition to the national party's conspiracy with this non-union corporation.

Fraternally yours,

John F. Henning
 John F. Henning
 Executive Secretary-Treasurer

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Working underground are, below left, Scott Sessums, apprentice, and, below right, Bernie Elkins, lineman. At right: Don Hurdle, light foreman and union steward. Far right: Don Hurdle and Tim Noud, lineman, tell Local 1245 Business Rep. Perry Zimmerman, right, about finishing the job ahead of schedule as they wrap things up.



SMUD crew brings in Mall job 1300 hours ahead of schedule

An electric upgrade job at Sacramento's Sunrise Mall in Sacramento, originally estimated at 2137 man/hours, was recently completed in just 800 hours by a crew from the Sacramento Municipal Utility District.

The crew was called in to rework the system after Mall operators decided they wanted to do some expanding. A history of cable failure in the 12,000-volt electrical

system threatened to short-circuit the expansion plan unless the cable system's reliability could be improved.

"The upgrading of the system involved installing 51,000 feet of a covered 12,000-volt cable, installation of five switchgear units, and over 170 terminations at transformer and splice box locations," said Donald Hurdle, SMUD lightforeman and Local 1245 shop steward.

To save time, Hurdle suggested to SMUD supervisor Jack Dubois that the

crew update the existing switchgear in the field.

"We have an existing program where we take the switchgear out of the field and our garage mechanics upgrade the units to be put back into service," said Hurdle. But Dubois had confidence in the crew's ability to perform the maintenance in the field and agreed to Hurdle's suggestion.

"This saved \$35,000 in the cost of the new switchgear alone," said Hurdle. Working along with Hurdle on the project were Bernie Elkins, lineman, Phil Mays, lineman, Scott Sessums, apprentice, and alternate Tim Noud, lineman.

Although blocked roads caused some minor inconveniences to the customers of the Sunrise Mall, retailers were very cooperative, Hurdle said. "They felt that having a reliable system is critical to their business since retail sales are not real high anyway."

Typical power outages ranged from one hour to many hours under the previous system.

"Our crew looked at this job as a welcomed challenge to use our skills to complete this job as efficiently as possible," said Hurdle.

"It was also a lot of fun," he added.

Sunrise Mall now has a 12,000-volt system that should be trouble-free for many years to come.



SMUD crew members (from left) Tim Noud, Scott Sessums, Bernie Elkins and Don Hurdle. (Photos: Eric Wolfe)