



# UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

## Local 1245 member aids disaster victims

By Jack Osburn

At 6 p.m. Thursday, February 20, 1986, rapidly rising waters could no longer be contained by the Marysville levee system, and the call for evacuation went out. Local 1245 member Fidencio Ramirez was called for duty with the Army National Guard 126th Medical Company, Search and Rescue/Medical Evacuation Unit. The mission: to airlift divers to known addresses of disabled residents who may not have been able to escape the torrent of water, and transport them to designated evacuation or medical facilities. The search and rescue mission was carried out in the dark, with landmarks such as street signs and houses under water, and hours to go until daylight. "Fi," a veteran Army pilot with more than 3,000 hours of flying experience, put his skills to work, inserting Sheriff's divers to locate disabled residents. The mission lasted 30 hours, and included carrying County and State Disaster Officials to look over

flooded areas and the swollen rivers that threatened Yuba and Sutter Counties in the northern Sacramento Valley.

This wasn't the first time "Fi" had aided disaster victims. Sometime ago while on a routine training flight, he picked up a "mayday" call on his aircraft radio. A private plane had gone down, and the five passengers were in need of medical attention. When the crash site was located, "Fi" and a crew member radioed for help, then landed their helicopter and administered first aid to the victims.

"Fi," an Electrical Technician employed by PG&E, lives in Gridley, California with his wife Irene and three daughters. When asked how he felt about his most recent search and rescue mission, he spoke thoughtfully, saying that it was both demanding and tedious work, all part of his duty with the Army National Guard.



## Two new drug policies: one good, one bad

New drug policies are either being considered or have been adopted by two of Local 1245's biggest employers, Pacific Gas and Electric Company and the Sacramento Municipal Utility District. The policies reflect the opposite ends of the spectrum — one being an extremely enlightened approach, the other a sweeping invasion of employee rights.

On March 11, 1986, Local 1245 representatives met with management from PG&E to clarify PG&E's latest Fitness For Duty policy. The details of the policy and the clarifications obtained by Local 1245 are reported on page four of this issue. Assistant Business Managers Manny Mederos and Ron Fitzsimons and Staff Attorney Tom Dal-

zell, who attended the March 11 meeting, were enthusiastic about PG&E's approach and the clarifications which the Company was willing to make during the meeting, the essence of which is that there is no mandatory blood or urine testing.

On the other hand, on March 5, 1986, the Sacramento Municipal Utility District mailed Staff Attorney Dalzell a copy of its latest proposal for drug and alcohol screening, which includes mandatory random and periodic testing as well as testing upon demand when management suspects that an employee is unfit for duty. Details of SMUD's proposal as well as Local 1245's plans to fight the policy, should it be implemented, are also reported in detail on page four.

## PUC/PG&E update

On February 18 and 19, 1986, Local 1245 Staff Attorney Tom Dalzell attended meetings at the offices of the California Public Utilities Commission with representatives of PG&E and the Public Utilities Commission's Public Staff Division to discuss the procedures to be followed in presenting evidence on two subjects during the ongoing PG&E rate case before the Commission — productivity and wages & benefits.

### Productivity

The Commission Staff is in the process of attempting to develop a "total productivity factor" by which the productivity of any utility may be judged. Although the Commission Staff was originally ordered to have its exhibit on productivity filed by March 11, it obtained an extension of time from the Administrative Law Judge until May 16.

After reviewing the staff exhibit, Local 1245 will file its exhibit on productivity on May 30. Business Manager Jack McNally and Staff Attorney Dalzell will be working closely with the Engineers and Scientists of California and other members of the Coalition of Utility Workers in preparing Local 1245's exhibit, which will downplay the reliability of a purely quantitative approach such as a "total productivity factor" and instead focus on the many ways in which Local 1245 and ESC members have become more productive over the years.

### Wages and Benefits

The Commission Staff is also working on its exhibit on the subject of total compensation. This exhibit was also originally due on March 11, but it will not be filed

until April 21, at the earliest. Two weeks later, Local 1245 will file its exhibit on total compensation.

At the February meetings, Commission Staff representatives explained that they will be urging the Commission to compare PG&E wages not only with wages at utilities across the country, but with wages in other industries. The Staff will argue that physical bargaining unit wages should also be compared to wages in the gas and oil extraction industry as well as the semi-conductor industry, and that clerical bargaining unit wages should be judged by wages in the largely non-union banking, savings and loan, and certified air carrier industries. To add insult to injury, the commission Staff is also recommending that a benefits survey which includes predominantly non-union employers developed by the United States Chamber of Commerce be used to determine the reasonableness of PG&E's benefits.

A special meeting of the Coalition of California Utility Workers has been scheduled for April 29 to review the Commission Staff's exhibit on wages and to help Local 1245 formulate its position.

"Although we haven't seen the exhibits, we've seen enough to know that the Public Staff Division has declared war on collective bargaining and unionization," said Staff Attorney Dalzell after attending the February meetings. "We'll be using every resource at our disposal over the next months to protect the bargaining gains we've made as well as our right to free collective bargaining in the future."

## SPPCo employees celebrate



Pictured left are Pat Lantis and his wife, Rita with Jack McNally (center). Other photos of the February 8, 1986, event are on page 11.

Photo: John Strala



# YOUR LEGAL RIGHTS

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

## Federal and State laws on overtime

By Rollie Katz

### Utility Reporter

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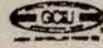
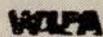
**Ron Field**

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**Both State and Federal** law establish minimum protections for workers who work overtime. In addition to these legal protections, Local 1245's members have the added benefit of the overtime provisions the Union has negotiated for you. In this article, I will summarize the protections the laws provide for workers who work overtime. It is important to remember that this summary will only give you an overview of the law. If you have specific questions about a particular situation, you should contact your Business Representative.

The Federal Fair Labor Standards Act ("FLSA") requires employers to pay overtime for all hours worked over 40 hours in a week. That law, which was enacted in 1938, as part of the "New Deal," covers about 90% of the workers in the United States. A recent Supreme Court decision has extended the FLSA to public employees.

**California laws also** regulate overtime for private sector employees who work in the State. The Industrial Welfare Commission ("IWC") sets overtime standards. However, the overtime provisions of the IWC's Orders generally do not apply to Union workers, depending on if the worker makes a minimum wage of \$4.35 an hour. When both the FLSA and the IWC Orders do apply, the stricter (pro worker) rules must be followed. Since the IWC Orders on overtime generally do not apply to Local 1245's members, most of this article will address the FLSA.

**Employers covered** by the FLSA must pay their employees one and one-half their regular rate for all time worked beyond 40 hours in one week. It does not matter how many hours in one day an employee works or how many days in one week. Thus, under FLSA, an employee can work ten hours in one day without receiving overtime so long as he or she does not exceed 40 hours that week. For example, an employee could work 12 hours for three days and 4 hours on a fourth day and not be entitled to overtime under FLSA, but if that same employee worked a 5th hour on the 4th day, then he or she would get overtime for that 5th hour.

**The FLSA also** does not limit the number of overtime hours an employer can require employees to work so long as it pays the employee time and one-half for all overtime. However, one IWC rule that does apply to Local 1245's members is the limit on the amount of overtime a worker can be required to work. IWC Order #4, which covers "Professional, Technical, Clerical, Mechanical and Similar Occupations," prohibits an employer from disciplining anyone for refusing to work more than 72 hours in one week except in emergencies. This Order applies to most private utility em-

ployees. The regulation prohibits an employer from forcing an employee to work more than 32 hours of overtime which is certainly a lot of overtime. (Public employees are not covered by the IWC Orders.)

**Under the FLSA**, a week is any period of 168 consecutive hours (seven days). The week can start at any time and on any day, but once the employer establishes a "week" for overtime purposes, it cannot change the day and time a "week" starts to get around the overtime requirements of FLSA.

Often a "week" will be established in a Union contract. If it is not, a "week" will be determined by, among other things, the employer's long-standing practice or custom. You should check your contract and see if it defines a week. This is particularly important for those of you who work odd shifts and are often called in on your days off.

**As you can see**, the FLSA provides a minimum amount of protection to workers who work overtime. However, it is just a floor. It is the minimum an employer must do. If your Local 1245 contract requires your employer to pay you overtime for all hours beyond eight in one day or for all hours on a sixth consecutive day of work or on your regular days off, you are entitled to those protections which you would not have if you did not have the Union contract. The same is true if the contract requires a double time or some higher rate. In short, you get the best of both worlds. If FLSA requires your employer to pay you overtime, you get overtime. If your Union contract requires overtime, you get overtime. If both require overtime, you get it at whichever rate is higher. For example, if you work four hours overtime on a Sunday and you have already worked 40 hours in the week under FLSA, you would get time and one-half for all four hours. But if your Local 1245 contract says you get double time for all work on Sunday, you would get double time.

**The FLSA also** establishes what your "regular rate of pay" is for determining overtime. If you are paid an hourly wage, you receive time and one-half of that wage. If you are paid a weekly salary, your hourly rate is determined by dividing the salary by the number of hours you normally work in a week (not necessarily 40). If you are paid a bi-weekly or monthly salary, your salary is reduced to a weekly salary and then divided by the number of hours normally worked in a week. Your "hourly" rate is multiplied by one and one-half for overtime pay.

**Certain "bonuses" and "premiums"** are also considered to be part of your "regular rate." Most significant for Local 1245's members who are paid a salary are shift differential pay and stand-by pay. If you receive such premiums check with

your Business Representative to make sure these provisions apply to you. Other premiums, such as holiday pay, are not counted if they are at least one and one-half times your regular rate of pay. Finally, under FLSA only the hours you actually work count toward overtime. So, if you have a holiday, take a sick day or a vacation day, that time does not go toward the 40 hours. (i.e. In a week with a holiday, assuming you work an eight-hour day, you actually work 32 hours. So, if you have to work an extra day for eight hours, you would get paid straight time under FLSA for those extra eight hours.) Again, if your contract requires that you get paid overtime in such a circumstance, it will supersede the FLSA.

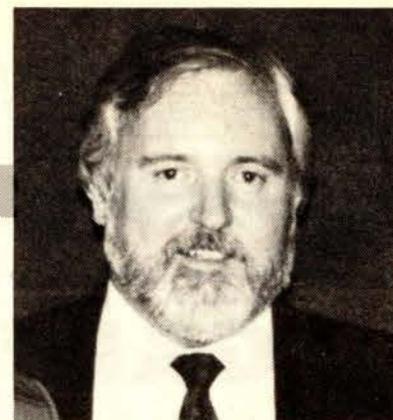
**For many years** public employees have been able, in some cases required, to accrue comp time in return for working overtime. Union contracts with public employees have often allowed for comp time. However, since the FLSA did not provide for comp time, when the Supreme Court extended the FLSA to public employees, comp time went out the door. Congress amended the FLSA to allow public employees to accrue comp time instead of cash so long as they receive it at a rate of at least time and one-half if, in the case of unionized employees, only their Union contract provides for comp time. Thus, if you are a public employee and your contract provides for comp time, you can take it in accordance with the contract. If it does not, your employer must pay you for overtime. The nice thing about the amendment is that the public employer can only substitute comp time for overtime pay if the Union agrees. Thus, you have leverage at the bargaining table on this issue.

**The new amendment** to the FLSA requires public employees to comply with the FLSA on and after April 1, 1986. However, they can defer payment of overtime due until August 1, 1986. If you are a public employee and think that you are entitled to overtime under the FLSA, call your Business Representative.

An employee who has been denied overtime under the FLSA has two avenues for legal redress. He or she can file a complaint with the Wage and Hour Division of the United States Department of Labor which can conduct an investigation and file a lawsuit on the worker's behalf, and/or an aggrieved worker can also sue the employer directly. If he or she succeeds, the employee will get twice what the employer owes him and his attorney's fees.

**I hope this article** has given you a general understanding of the law. It is important to note that each individual case depends upon its own facts and circumstances. Remember, if you have any questions, call your Business Representative.

By Jack McNally



**IBEW 1245 Business Manager**

## APPOINTMENTS

### OUTSIDE LINE

#### Outside Line Negotiating Committee

Andrew Dudley  
Lon Peterson  
Bob Springer  
Gary Heil

#### Outside Line Safety Committee

Morris (Curley) Wimberly

### CENTRAL LABOR COUNCILS

#### Central Labor Council of Alameda County

Art Murray

### CONFERENCES AND CONVENTIONS

#### 31st Annual Eagle Scout Banquet

Robert Stark

#### IBEW Manufacturing Conference

Marsha Barker  
Mack Wilson

#### Outside Line Conference

Jack McNally  
Tom Conrad  
Tom Heyl

#### California State Association of Electrical Workers Conference

Jack McNally  
Howard Stiefer  
Ron Fitzsimmons  
Tom Heyl  
Curt Peterson  
Tom Conrad

#### A. Philip Randolph Institute California Section Conference

Dorothy Fortier

#### IBEW Telephone Conference

Vivian Simons  
Jack Osburn

#### IBEW Utility Conference

Jack McNally  
Howard Stiefer  
Ron Blakemore  
Mike Davis  
Ron Fitzsimmons  
Roger Stalcup

## Members again respond to storm emergencies

The beginning of 1986 has proven to be another wet, windy, and cold winter. The series of storms in February, in which 13 people have died, is considered by many to be the worst in 30 years. Whole towns have been flooded, mud slides have destroyed many homes, and trees blown down by winds have destroyed property.

Again, Local 1245 members responded to the many serious emergencies caused by the storms.

The Customer Service Representatives responded by taking hundreds of telephone calls, working day and night to assure customers that their power would be restored.

Line crews worked long hours without rest in constant driving rains to put up power lines that had been knocked down by falling trees or that had been blown down by high winds. Working in these elements is very difficult in an already dangerous job.

Flooding and slides caused disruption to gas service, to which gas crews responded willingly. Included was the rupture of a 12-inch gas line below the Sacramento River bottom in Northern California. A similar break occurred in a gas line that served the Lake Tahoe area; the swollen Truckee River caused the break where the pipeline crossed the river. This line serves the customers of C.P. National Corporation and Southwest Gas Corporation in the Tahoe Basin. A call was made by C.P. National to PG&E for assistance in restoring gas service. Approximately 60 PG&E Gas Servicemen volunteered to go to the snowy Lake Tahoe area to help restore service to 50,000 gas customers.

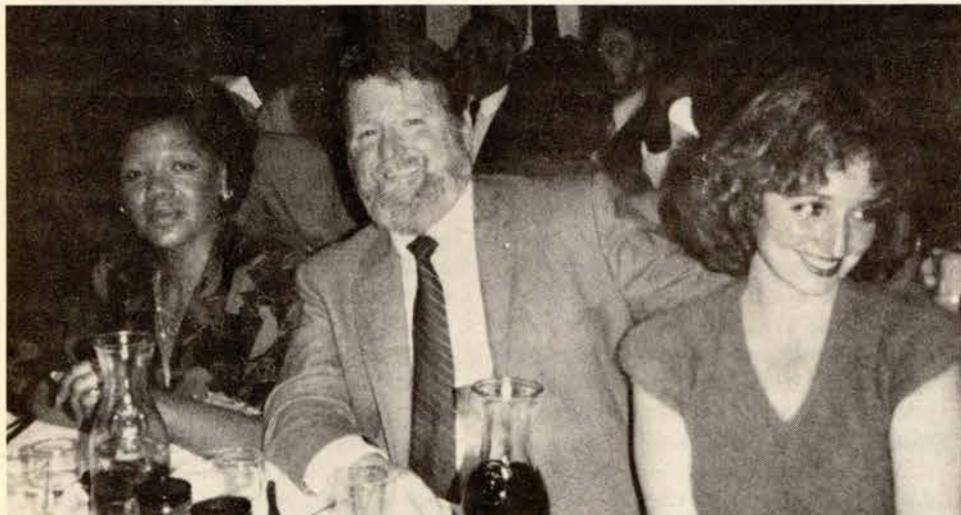
Behind the scene, Local 1245 members, materials personnel, substation and power plant operators played a vital role in this catastrophic storm by making sure that the crews were supplied with materials and provided very critical switching functions so that the number of customers out of service was kept to a minimum.

The repair of storm damage, particularly while it continues to storm, is very difficult and dangerous. Our members are a highly skilled and trained workforce. They responded, and they efficiently completed the repair work and restored gas and electric service. In addition, their ability to respond and produce diminished the chances of other problems that could occur as a result of prolonged outages.

For all this, our members are to be commended. The rate payers should know that providing reliable gas and electric service is not as easy as flipping a switch.

In Unity,

## Bay Area labor leader retires



On January 30, 1986, representatives from Local 1245 joined other San Francisco Bay Area unionists to honor Dick Groulx, retiring Executive Secretary-Treasurer of the Alameda County Central Labor Council, for his lifetime dedication to organized labor. Attending on behalf of Local 1245 were Business Manager Jack McNally and his wife Eve, Assistant Business Manager Ron Fitzsimmons, Business Representatives Frank Saxsenmeir and Dorothy Fortier, and members Bob Martin and Louise Music. Pictured above are Business Representatives Fortier and Saxsenmeir seated with Louise Music, an East Bay Gas Servicewoman.

FROM Page One

## PG&E fitness for duty policy

In early February, 1986, the Pacific Gas and Electric Company sent its Regions and General Office departments a set of instructions for Company supervisors concerning medical clarification examination (fitness-for-duty) procedures. A copy of the procedures was sent to Local 1245. After reviewing the procedures, Business Manager Jack McNally requested that the Company meet with the Union to answer a number of questions.

As a result of this request, Manager of Industrial Relations Wayland Bonbright and other Company representatives met with Staff Attorney Tom Dalzell, Assistant Business Manager Manny Mederos, Assistant Business Manager Ron Fitzsimmons, Business Representative Dave Reese, and Business Representative Ron Van Dyke at Local Union headquarters in Walnut Creek on Tuesday, March 11, 1986.

At the meeting, Company representatives made the following clarifications at the request of Local 1245:

1. Although the Company may require that an employee submit to a physical examination (if the Company has reasonable grounds to believe that an employee's faculties are impaired on the job and the employee is in a position where such impairment presents a clear and present danger to the physical safety of the employee, another employee, or to a member of the public), an employee ordered to take a physical examination may not be required either to submit to urine or blood screening as part of the physical examination or to release the results of urine or blood screening tests if taken to PG&E. If an employee refuses either to take the drug screening tests or to release the results to PG&E, the examining physician will make a determination of fitness for duty without benefit of the test results.
2. The Company is not contemplating either random or periodic drug testing other than in individual cases with the Union's agreement, and will not institute either absent a formal order from a regulatory agency requiring same.

Local 1245's representatives at the meeting were satisfied with the clarifications made by the Company. "We'll still be fighting any abuses of the procedure on a case-by-case basis," said Staff Attorney Dalzell, "and there is certainly room for improvement at least in the area of efforts to rehabilitate employees with drug abuse problems. On the whole, though, PG&E has come up with a sound policy. We think that the policy will do a lot better job in addressing the problems of drug and alcohol abuse than the mandatory testing policies you see in the headlines just about every day."

## SMUD drug policy

For the last two years, Local 1245 has been meeting with representatives of the Sacramento Municipal Utility District in an attempt to reach agreement on a drug and alcohol screening program. The likelihood of reaching agreement appeared dim when on March 7, 1986, the Union received the District's most recent draft of its drug and alcohol policy.

Highlights of the screening policy proposed by the District include the following:

1. Mandatory periodic drug and alcohol screening for employees badged for unescorted access at the Rancho Seco Nuclear Power Plant and employees with a Class 1 driver's license.
2. Mandatory random drug and alcohol screening for most employees at Rancho Seco.
3. Disciplinary action up to and including termination of employment for employees whose screening shows drugs or alcohol in their system.

"The policy that SMUD is proposing is as counter-productive as the policy used by PG&E is enlightened," said Assistant Business Manager Ron Fitzsimmons, who together with Business Representative Gary Mai and Staff Attorney Tom Dalzell has been participating in negotiations with SMUD over the drug and alcohol policies.

As to Local 1245's response should SMUD decide to implement the mandatory testing, Staff Attorney Dalzell said that three options were under consideration. "We are looking at three possibilities — arbitration, litigation, and economic action, or some combination of the three," said Dalzell. "We don't have a no-strike clause in our Memorandum of Understanding with SMUD, which gives us options that we don't have at most properties we represent. Whatever we decide to do, we'll be ready the minute SMUD implements its policy, although we hope that they will reconsider, especially in light of what PG&E has recently done."

Developments in this ongoing dispute with SMUD will be reported in future editions.

## "Personal Chiropractor" designation

On January 1, 1986, a new law took effect in California which allows a worker to designate his or her regular chiropractor as "personal chiropractor" and notify the employer in writing of that designation. If injured on the job after having notified the employer of that designation, and covered by workers' compensation, the worker can request and obtain the services of the "personal chiropractor" not later than five days from the date of injury. The full text of Section 4601 of the Labor Code is printed below for your information.

### SEC. 4601, CALIFORNIA LABOR CODE

4601, (a) If the employee so requests, the employer shall render the employee one change of physicians. Upon request of the employee for a change of physicians, the maximum amount of time permitted by law for the employer or insurance carrier to provide the employee an alternative physician or, if requested by the employee, a chiropractor, shall be five working days

from the date of the request. The employee is entitled, in any serious case, upon request, to the services of a consulting physician or chiropractor of his or her choice at the expense of the employer. The treatment shall be at the expense of the employer.

(b) If an employee requesting a change of physicians pursuant to subdivision (a) has notified his or her employer in writing prior to the date of injury that he or she has a personal chiropractor, the alternative physician provided, if requested by the employee, shall be the employee's personal chiropractor. For the purpose of this section "personal chiropractor" means the employee's regular chiropractor licensed pursuant to Chapter 2 (commencing with Section 1000) of Division 2 of the Business and Professions Code, who has previously directed treatment of the employee, and who retains the employee's chiropractic treatment records, including his or her chiropractic history.

## Repeal of labeling requirements blocked by Labor

Cal/OSHA officials, under the Deukmejian administration, recently attempted to repeal regulations that require labels on over 200 dangerous substances regarding handling and storage precautions and antidote information. The labeling requirements are found in General Industry Safety Orders 5225 through 5230. The official reasoning was that labeling was covered by the new Hazard Communication standard, although the new standard does not re-

quire precautionary guidelines and antidote information on labels.

IBEW Local 1245 and numerous other labor organizations wrote letters of opposition and testified at the Cal/OSHA Standards Board public hearing on February 26, 1986. As a result, the Board voted unanimously for Cal/OSHA officials to form a special Labor-Management Advisory Committee to consider any changes to the labeling requirements.

# AROUND THE SYSTEM — PG&E

## Help is on the way

By Pat Dunn

Have you ever lost a grievance because you didn't know about a Letter of Agreement? Would you have protested some Company actions if you had known about precedent setting Review Committee decisions? If so, help is on the way.

A revised and up-to-date INDEX to PG&E decisions and Letters of Agreement is now being printed and will be available to stewards about mid-April. The INDEX is organized by sections of the current contract so you can find summaries of arbitrations, Review and Pre-Review decisions and Letters of Agreement listed in the respec-

tive contract sections.

Supplementary materials from 1980 through 1985 have been added to the original INDEX and many early summaries have been rewritten. The original INDEX was organized by the 1977 Contract, so some summaries have been moved to reflect current contract changes agreed to in 1980 and 1984. Letters that apply to one person, such as hours' changes, have been omitted but are still available through your Business Representative.

Using this INDEX, stewards will be able to locate the documents they need.



Photo: Kua Patten

Pictured above are members of Local 1245's Geysers Remote Reporting Committee. Attending a meeting with Pacific Gas and Electric Company representatives at Local Union headquarters in Walnut Creek on February 12, 1986 were (left to right) John Garland, Harold Walker, Senior Assistant Business Manager Darrel Mitchell, and Business Representative Sam Tamimi. The Union committee will be meeting soon with the affected employees at the Geysers to review the Company offer which has been tentatively accepted by the Union Committee.

## New grounding procedures

On March 11, 1986, Local 1245 received the following letter from PG&E Industrial Relations Manager I.W. Bonbright concerning the Company's new grounding procedures. Assistant Business Manager Ron Fitzsimmons, who heads up Local 1245's Health and Safety program, will be closely monitoring the new procedure.

PACIFIC GAS AND ELECTRIC COMPANY  
 PG&E + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 761-4211 • TWX 910-372-6567

I. WAYLAND BONBRIGHT  
 MANAGER  
 INDUSTRIAL RELATIONS  
 March 11, 1986

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

Dear Mr. McNally:

We believe it is appropriate to inform you that we are presently revising our grounding procedures and devices to initiate "single point" grounding which will be our preferred method of installing personal grounds. Basically, "single point" grounding involves the installation of a single set of grounds at the work location rather than the use of the conventional master ground installation. The "single point" concept is being adopted by the majority of utilities throughout the nation. Engineering studies and actual measurements show that "single point" grounding creates an equipotential zone that minimizes the exposure to the workman.

To take full advantage of this concept and to insure a safe environment, we are also planning to modify existing grounding devices to reduce broken cable strands and weakened or corroded connections. With the "single point" equipotential work zone and improved grounding devices, a safer work environment will be provided.

The High Voltage Electrical Safety Orders recognizes that grounding "at each work location" provides safety equivalent to the installation of master grounds [Ref #2941(1)(7)(B)].

The "single point" system not only provides a proven safe environment, but reduces the exposure to personal injury by reducing the physical effort required to install adequate grounding.

In mid-March, clearances are scheduled for insulator replacement on selected 500KV structures. We intend to use the "single point" grounding method on these projects. Each crew will install their own grounds on the structure on which they are working.

A grounding manual and associated training aids are scheduled for release in mid-year. Modification of the grounding devices will take place as the availability of material and conversion facilities permit.

Sincerely,  
 I.W. Bonbright

TWB:RS

## Pension benefits explained

In response to a recent questionnaire sent to all Local 1245 members, there have been many requests for more information on PG&E benefits negotiated by Local 1245 for its members. One of the specific questions asked most often deals with the difference between the former pension plan and the current band concept. Assistant Business Manager Manny Mederos who negotiated the band system that went into effect on January 1, 1981, has worked out the following comparison between the former and current systems using the Division Journeyman rate and a retirement date of July 1, 1986.

	Former Plan	Current Plan
30 Years Service Age 55	26% penalty \$838.80/month	18% penalty \$1,013.27/month 20.8% improvement
30 Years Service Age 62	No penalty \$1,122.52/month	No penalty \$1,235.70/month 9% improvement
35 Years Service Age 55	26% penalty \$937.48/month	No penalty \$1,441.65/month 53.8% improvement
35 Years Service Age 62	No penalty \$1266.87/month	No penalty \$1441.65/month 13.8% improvement

These calculations address only the Division Journeyman rate, but similar improvements apply to all bargaining unit classifications. One of the biggest differences between the former plan and the current plan is in the area of early retirement; formerly an employee with 35 years of service at age 55 who wished to retire would pay a 26% penalty, but now would pay no penalty at all — thus the 53.8% improvement.

## Switching grievances go to arbitration

On March 12, 1986, the Ad Hoc Switching and Clearance Committee formally referred the seventeen grievances which it has been attempting to resolve through negotiations to arbitration. Assistant Business Manager Ron Fitzsimmons explained that after nine months of a trial program first agreed to in 1985, the Company would not agree to Union proposals on switching. "At our meeting with the Company on March 6, the Company would not agree to the proposals that we thought the statistics from the nine months of pilot programs justified. We weren't going to agree to the Company proposals, so that left us no choice but to go to arbitration."

Pending arbitration, local switching practices that were in effect prior to the 1980 contract settlement will be re-established until such time as a final resolution is reached in the seventeen cases. Staff Attorney Tom Dalzell, who will be handling the cases in arbitration, commented that "during the nine months of experimentation, we developed some extremely valuable data which leaves us in a much better position than we would have been if we had gone to arbitration a year ago."

## Daily allowances increase

The annual survey on reasonable costs for Steam Generation Traveling Maintenance Crews has been completed. On the basis of this survey, the daily guide for Traveling Maintenance Crew expenses was increased to \$32 a day, effective January 1, 1986. Using a formula which the Company and Union have agreed upon, the San Francisco area is deleted from the survey to establish the daily allowance of \$30 for Fresno Substation Department personnel, also effective January 1, 1986.

## Positive discipline continues

On March 11, 1986, Business Manager Jack McNally signed a Letter Agreement (R1-86-16-PGE) continuing the trial period for Positive Discipline at its present locations (North Bay Division and Geysers Generating Plant) for a period of one year. The Company stated that it wanted to continue the trial for another year to "allow us to gather further data on the viability of a system-wide expansion of Positive Discipline."

All provisions of the original agreement on Positive Discipline remain unchanged. During the coming year (March 1, 1986 through March 1, 1987), either party may request that the Positive Discipline agreement be reopened for the purpose of discussion on expansion of Positive Discipline to other areas of the Company.

## Local meets with ESC

On Thursday, February 13, 1986, Business Manager Jack McNally and members of Local 1245's administrative staff met with Ben Hudnall, Business Manager of the Engineers and Scientists of California, and members of his staff at Local 1245's Walnut Creek offices to compare notes on the two Unions' dealings with PG&E.

Arbitrations, interim negotiations, and common problems such as contracting out of work were discussed. "The meeting was extremely productive," said Business Manager Jack McNally. "At the end of the meeting we agreed with ESC that we can each better represent our respective memberships if these meetings continue, and we agreed to meet on a quarterly basis. We will also be working very close with Ben Hudnall and his staff at the ESC on PG&E's rate case before the Public Utilities Commission."

Future meetings between Local 1245 and the ESC are scheduled for April, July, and October, several weeks before Local 1245's quarterly Labor-Management Meetings with PG&E.

## Two new classifications created

On April 1, 1986, PG&E plans to begin posting vacancies for two new job classifications — Transmission Troublemans and Transmission Cablemen, which were recently created by Letter Agreement.

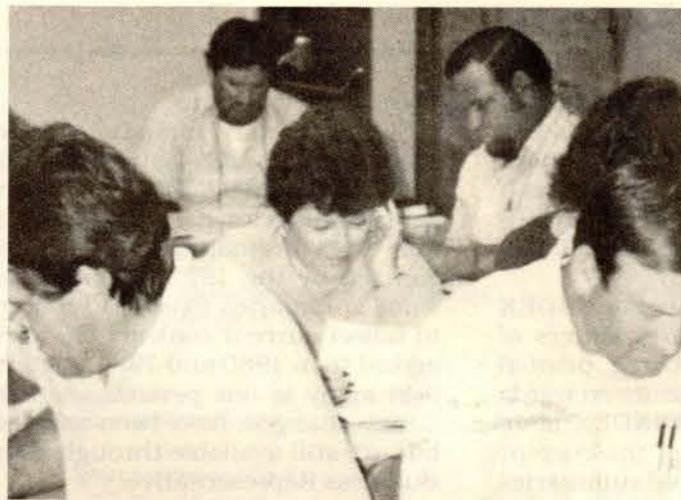
Assistant Business Manager Ron Fitzsimmons explained that the need for the new classifications arose when, as part of its internal reorganization, the Company removed responsibility for Transmission from the Electric T&D Department and assigned it to the Substation Department.

On March 11, 1986, Fitzsimmons met with Lineman Tom Garcia (Clovis), Troubleman Brian Bolen (Concord), Cableman Ray Godoy (San Francisco), and Lineman Art Farhner (Guerneville) to review the Company's revised proposal on the job classification. As a result of this review, a number of improvements in the Letter Agreement were made after meeting with PG&E Manager of Industrial Relations Wayland Bonbright that afternoon.

The rate of pay and lines of progression for the new classifications will be the same as those of Troubleman and Cableman, and all other provisions of the Collective Bargaining Agreement will apply, including the bidding provisions of Title 205, which are unchanged. The new positions will be considered day employees.

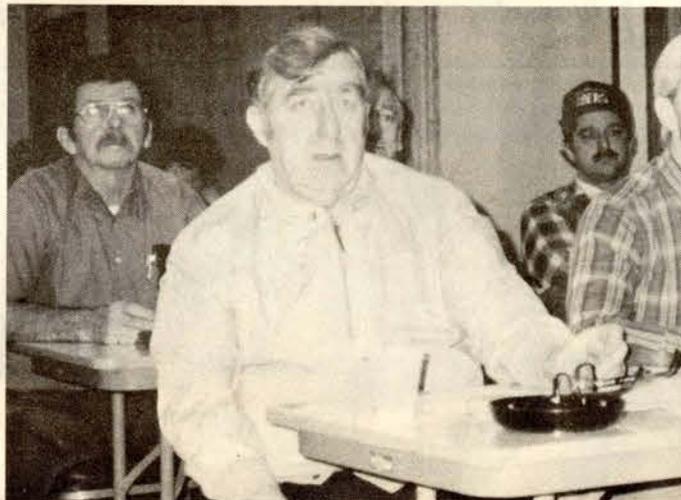
The Letter Agreement creates job advancement opportunities for a number of Local 1245 members. "The Company originally proposed to assign Linemen to do the work covered by the Letter Agreement, at the Lineman rate of pay," explained Fitzsimmons. "Through the Letter of Agreement we were able to upgrade the work to the Troubleman or Cableman rates of pay."

The full text of the Letter Agreement follows. Any Local 1245 members who are interested in bidding on the new positions should contact their Business Representative immediately.



## East Bay

Participants of the East Bay held in Walnut Creek on 1 Robert Houchins, Eddie Reller, Rodney Dyer, James H. Van Nieuwburg, Laura Tuc Robertson, B. L. Bolen, John Roberts, Al Salinas, R Jeffrey III, S. Leroy Adams, ters, Stanley Clark, Yoshiko K. Walsh, and Dale Kaupang



R4-85-136-PGE

**PACIFIC GAS AND ELECTRIC COMPANY**  
 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94108 • (415) 781-4211 • TWX 910-372-6587  
 March 12, 1986

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

To provide for requirements in the Transmission/Substation Department of the Region staffs, which now have line responsibility for the maintenance, operation and construction of transmission and substation facilities, the Company proposes to establish a permanent classification of Transmission Troublemans and Transmission Cablemen to perform routine and emergency line work. Pursuant to Section 204.4, the Company proposes the following job description and wage rates:

**2535 Transmission Troubleman (\$716.00 per week)**

An employee who has the craft qualifications of a Lineman and performs any line work in connection with maintenance, operation, and construction of transmission and distribution lines. This may include air, ground and boat patrolling. May be required to perform switching, line structure maintenance, minor repairs/replacement of hardware, and re-insulation. Must possess a valid Class III California driver's license. May be required to operate a vehicle/boat and to operate associated equipment as assigned.

**Notes on the Transmission Troubleman Definition:**

- 1) Must have adequate oral and written skills to communicate clearly with customers, property owners, and others.
- 2) Must be capable of performing transmission live line work.
- 3) Must be able to properly assess the urgency of a problem for correction.
- 4) May be required to travel and stay away from home.
- 5) Associated equipment shall be limited to that operated by the Lineman classification.
- 6) Switching shall be limited to that normally performed by Troublemans.

March 12, 1986

-2-

IBEW, Local 1245

- 7) May work alone, but when doing so shall not be required to perform duties beyond that of a Lineman and/or Troubleman.
- 8) The primary duties of this classification will be transmission work.

**Next Lower Classification**  
 1100(1103) Lineman (Un.)

**Same or Higher Classifications**

0140 Cableman  
 0683 Night Cable Crew Foreman  
 0740 Electric Crew Foreman  
 0820 Cable Crew Foreman  
 2280(2286) Cable Splicer (Un.)  
 2283 Night Cable Splicer  
 2290 Transmission Cableman  
 2535 Transmission Troubleman  
 2540 Troubleman

**2290 Transmission Cableman (\$760.55 per week)**

An employee who has the qualifications of a Cable Splicer, and performs any underground line work in connection with maintenance, operation and construction of underground transmission and distribution lines. This may include all forms of underground patrolling. May be required to perform switching, line structure maintenance, minor repairs/replacement of hardware, and re-insulation. Must possess a valid Class III California driver's license. May be required to operate a vehicle/boat and to operate associated equipment as assigned.

**Notes on the Transmission Cableman Definition:**

- 1) Must have adequate oral and written skills to communicate clearly with customers, property owners, and others.
- 2) Must be capable of performing transmission live line work.
- 3) Must be able to properly assess the urgency of a problem for correction.
- 4) May be required to travel and stay away from home.
- 5) Associated equipment shall be limited to that operated by the Cable Splicer classification.
- 6) Switching shall be limited to that normally performed by Cableman.
- 7) May work alone, but when doing so shall not be required to perform duties beyond that of a Cable Splicer and/or Cableman.
- 8) The primary duties of this classification will be transmission work.

-3-

IBEW, Local 1245

**Next Lower Classifications**

0683 Night Cable Crew Foreman  
 0820 Cable Crew Foreman  
 2280(2286) Cable Splicer (Un.)  
 2283 Night Cable Splicer

Company further proposes to place in all of the same lines of progression who

Notes: A. Patrol personnel should be placed in the classification inter-splicer may be upgraded necessary.

B. Overtime assignments Titles 208 and 212.

C. Workplace (location) within the location above. The provisions traveling from des:

The Company will initially assign positions throughout the system under the classification will normally report to list of initial headquarters is attached post the original vacancies for bids established on April 1, 1986 in accordance with 205.4(h) of the Physical Agreement.

Upon 30 days' written notice agreement. Should this agreement be subject to demotion for lack of work provisions of Title 206 of the Agreement.

If you are in accord with the space provided below to the Company.

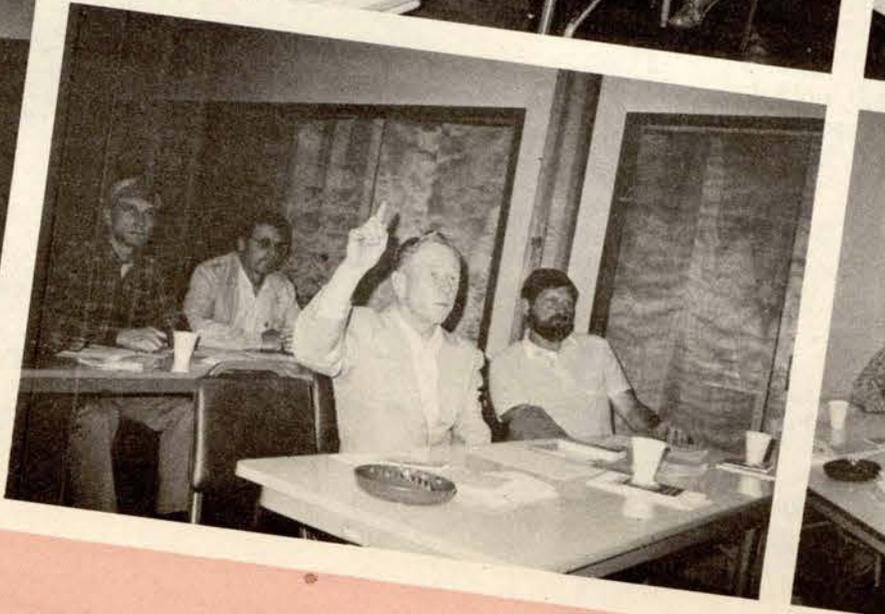
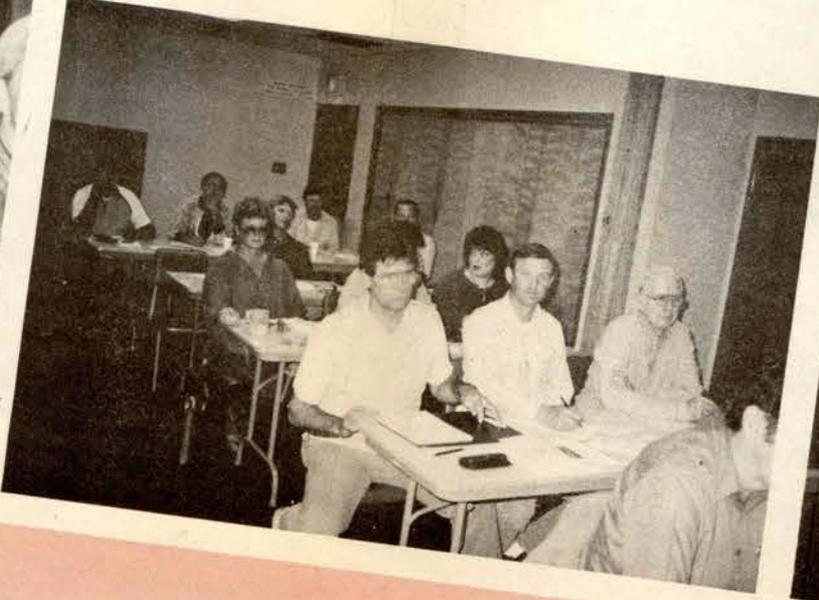
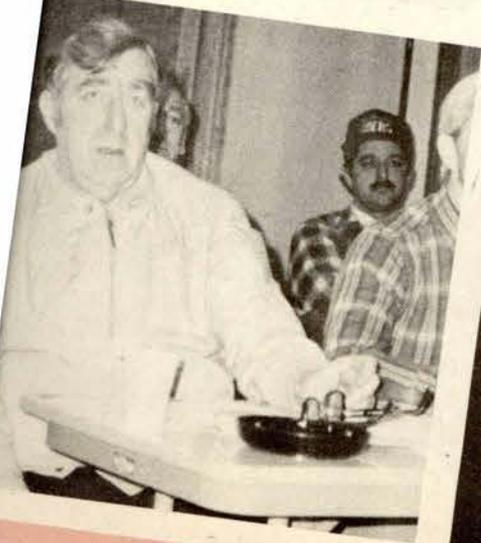
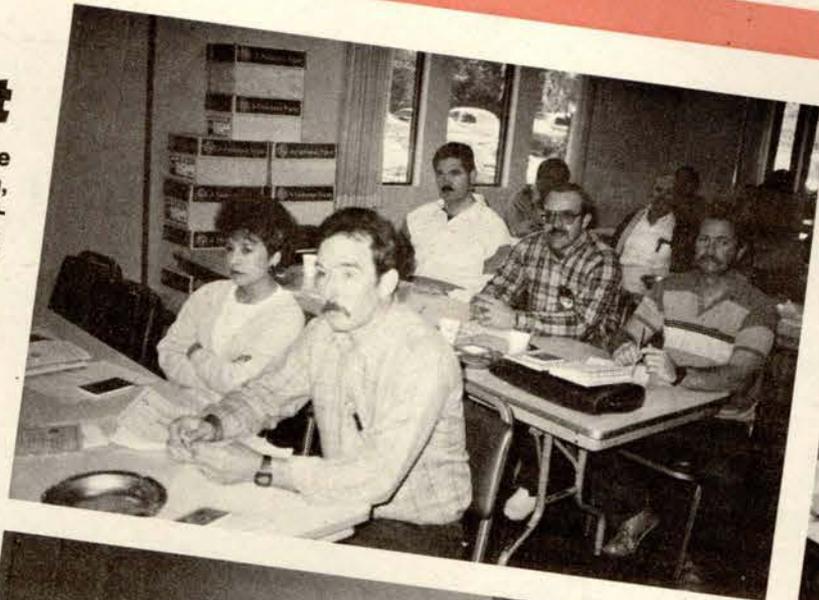
The Union is in accord with the date hereof.

March 21, 1986

...AND THE SYSTEM

## East Bay stewards meet

Participants of the East Bay Shop Steward's Training Conference held in Walnut Creek on March 1, 1986, were: William C. Smith, Robert Houchins, Eddie Reasoner, Tom D. S. Young, Steve Gutzwiller, Rodney Dyer, James H. Davis, Walter Coltharp, John French, Liz Van Nieuwburg, Laura Tucker, Barbara Cook, David Meier, Frank Robertson, B. L. Bolen, John Wimmer, Finlay Boag, Richard Cowart, John Roberts, Al Salinas, Raymond Kmetz, Michael L. Phillips, Bert Jeffrey III, S. Leroy Adams, Joe Bittner, Gary Surfus, Gene LeMasters, Stanley Clark, Yoshiko Ball, Bob Martin, Ray Gerber, Abe Tellez, K. Walsh, and Dale Kaupanger.



March 12, 1986

IBEW, Local 1245

-3-

March 12, 1986

Next Lower Classifications	Same or Higher Classifications
0683 Night Cable Crew Foreman	0140 Cableman
0820 Cable Crew Foreman	2290 Transmission Cableman
2280(2286) Cable Splicer (Un.)	2535 Transmission Troublemán
2283 Night Cable Splicer	

Company further proposes to place the Transmission Troublemán/Cableman in all of the same lines of progression where Troublemán/Cableman appear.

- Notes:
- A. Patrol personnel should normally be obtained from like classification inter-regionally. However, Lineman/Cable Splicer may be upgraded from within the Division, if necessary.
  - B. Overtime assignments shall be based upon the provisions of Titles 208 and 212.
  - C. Workplace (location of the work) will normally be any location within the Region, except as provided for in A. above. The provisions of Title 201 shall apply when traveling from designated headquarters.

The Company will initially establish approximately 22 of these positions throughout the system under the provisions of Title 205. This classification will normally report to the Regional Transmission Supervisor. (A list of initial headquarters is attached.) Further, it is Company's intent to post the original vacancies for bids within Divisions where they will be established on April 1, 1986 in accordance with the provisions of Subsection 205.4(h) of the Physical Agreement.

Upon 30 days' written notice, Company or Union may cancel this agreement. Should this agreement be cancelled, employees covered by it will be subject to demotion for lack of work and placed in accordance with the provisions of Title 206 of the Agreement.

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

Yours very truly,  
 PACIFIC GAS AND ELECTRIC COMPANY  
 By *[Signature]*  
 Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
 By *[Signature]*  
 Business Manager

March 21, 1986

JACK McNALLY, Business Manager

HOWARD STIEFER, President



## IBEW LOCAL UNION 1245

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
 P.O. Box 4790, Walnut Creek, CA 94596 (3063 Citrus Circle) • (415) 933-6060

March 17, 1986

Mr. I. W. Bonbright  
 Manager of Industrial Relations  
 Pacific Gas and Electric Company  
 245 Market Street, Room 444  
 San Francisco, CA 94106

Dear Mr. Bonbright:

Pursuant to your telephone discussion with Ron Fitzsimmons on March 13, 1986, Letter Agreement R4-85-136 is being signed with the following understanding:

1. 2535 Transmission Troublemán and 2290 Transmission Cableman are day employees.
2. Line structure maintenance minor repair/replacement of hardware and re-insulation work will be performed as part of a crew and not replace the work normally performed in substations by electricians and other classifications.
3. 2290 Transmission Cableman will normally work with a helper or assistant and in all instances when working in confined spaces, manholes, etc.
4. 2290 Transmission Cableman, Note 2), performing transmission live line work is only that work limited to inspection of energized lines.

Very truly yours,

*[Signature]*  
 Jack McNally  
 Business Manager

RF/fz

PACIFIC GAS AND ELECTRIC COMPANY  
 I. WAYLAND BONBRIGHT  
 MANAGER  
 INDUSTRIAL RELATIONS

Mr. Jack M.  
 Local Union  
 Internatic  
 Electr/  
 P. O. Box  
 Walnut Cr

Dear Mr.

Letter 7  
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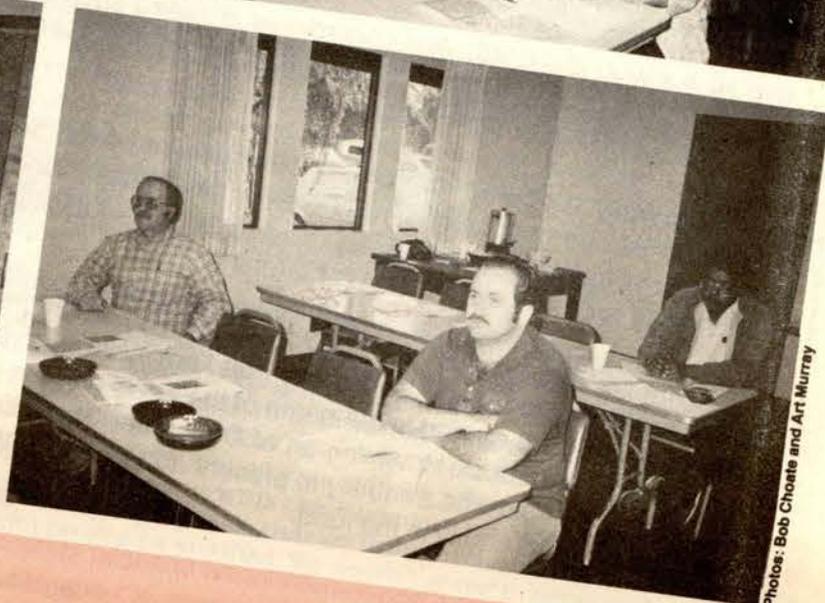
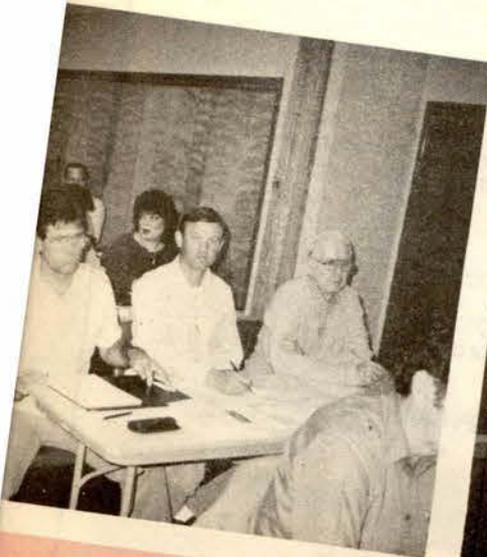
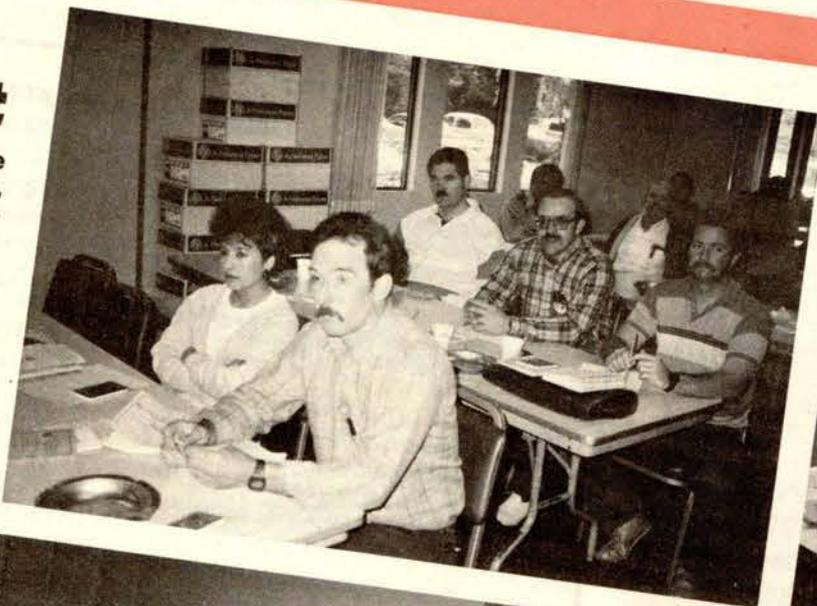
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# Stewards meet

Shop Steward's Training Conference March 1, 1986, were: William C. Smith, Tom D. S. Young, Steve Gutzwiller, Walter Coltharp, John French, Liz Davis, Barbara Cook, David Meier, Frank Wimmer, Finlay Boag, Richard Cowart, Raymond Kmetz, Michael L. Phillips, Bert Bittner, Gary Surfus, Gene LeMasall, Bob Martin, Ray Gerber, Abe Tellez, et al.



Photos: Bob Choate and Art Murray

March 12, 1986

Higher Classifications  
Transmission Cableman  
Transmission Troublemans

Transmission Troublemans/Cableman  
Transmission Cableman appear.

will be obtained from like  
titles. However, Lineman/Cable  
titles within the Division, if

is based upon the provisions of

work) will normally be any  
except as provided for in A.  
Article 201 shall apply when  
headquarters.

approximately 22 of these  
titles of Title 205. This  
will Transmission Supervisor. (A  
prior, it is Company's intent to  
titles where they will be  
the provisions of Subsection

Union may cancel this  
employees covered by it will be  
in accordance with the

and agree thereto, please so  
be executed copy of this letter

Very truly,

PACIFIC GAS AND ELECTRIC COMPANY  
*Wayland Bonbright*  
Manager of Industrial Relations

and it agrees thereto as of

UNION NO. 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
*Jack McNally*  
Business Manager

JACK McNALLY, Business Manager

HOWARD STIEFER, President



## IBEW LOCAL UNION 1245

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

P.O. Box 4790, Walnut Creek, CA 94596 (3063 Citrus Circle) • (415) 933-6060

March 17, 1986

Mr. I. W. Bonbright  
Manager of Industrial Relations  
Pacific Gas and Electric Company  
245 Market Street, Room 444  
San Francisco, CA 94106

Dear Mr. Bonbright:

Pursuant to your telephone discussion with Ron Fitzsimmons on March 13, 1986, Letter Agreement R4-85-136 is being signed with the following understanding:

- 2535 Transmission Troublemans and 2290 Transmission Cableman are day employees.
- Line structure maintenance minor repair/replacement of hardware and re-insulation work will be performed as part of a crew and not replace the work normally performed in substations by electricians and other classifications.
- 2290 Transmission Cableman will normally work with a helper or assistant and in all instances when working in confined spaces, manholes, etc.
- 2290 Transmission Cableman, Note 2), performing transmission live line work is only that work limited to inspection of energized lines.

Very truly yours,

*Jack McNally*  
Jack McNally  
Business Manager

RF/fz

## PACIFIC GAS AND ELECTRIC COMPANY

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

I. WAYLAND BONBRIGHT  
MANAGER  
INDUSTRIAL RELATIONS

February 18, 1986

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

Dear Mr. McNally:

Enclosed are duplicate originals and a copy of proposed Letter Agreement 85-136-PGE, as revised following our meeting of February 14, 1986. The original posting date is covered in the first full paragraph following the notes on Page 3 and the titles have been revised along the lines of our discussion.

It should be understood and agreed that the change in titles does not, either explicitly or by implication, change the present duties of Troublemans or Cableman, particularly as they relate to transmission work.

The Company has no intention of eliminating or otherwise reclassifying the jobs of the present Patrolmen. It is possible that in the future vacant Patrolman classifications may be reclassified. However, it is our expectation that the addition of the Transmission Troublemans and Cableman will provide the time for the present Patrolmen to do a more complete job on the distribution system.

Sincerely,

*I. W. Bonbright*

IWB:RS  
Encl.

# FINANCIAL STATEMENT

February 20, 1986

To the Officers and Members of the  
International Brotherhood of Electrical  
Workers, Local No. 1245  
Walnut Creek, California

I have examined the statements of cash receipts and disbursements of your Local Union for the year ended December 31, 1985 and the related statement of assets, liabilities and equity at December 31, 1985. My examination was made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as I considered necessary in the circumstances.

Generally accepted accounting principles have not been established for labor organizations. The Local records receipts and disbursements on a cash basis. The basis of its statement of assets, liabilities and equity is described in the note thereto.

The savings account and stock fund account which make up the Supplemental Retirement-Severance Fund are included in these statements as they are carried in the name of the Local and are considered an asset of the Local. However, as of December 31, 1985, the entire amount in the fund was a liability to present and former employees and the Local had no equity in the fund.

In my opinion, the above-mentioned financial statements present fairly the cash receipts and disbursements of Local No. 1245 for the year ended December 31, 1985 and the equity of Local No. 1245 at December 31, 1985 in accordance with the accounting principles stated in the note to the statement of assets, liabilities and equity applied on a consistent basis.

**JANICE L. DALMAS, CPA**

EXHIBIT A  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
STATEMENT OF ASSETS, LIABILITIES AND EQUITY  
December 31, 1985

**ASSETS**

Cash Accounts and Stock Fund at cost:		
General Fund:		
Wells Fargo Bank—checking accounts	\$ 39,450.62	
Wells Fargo Bank—market rate account	759,768.01	
American Savings & Loan—certificates of deposits	1,319,965.39	
Cash funds	5,200.00	
<b>Total General Fund</b>		<b>\$2,124,384.02</b>
Savings Accounts and Stock Fund at cost—		
Supplemental Retirement—Severance Fund	68,514.11	
Checking Account—Political Donation Fund	13,056.02	
<b>Total cash and Stock Fund at cost</b>		<b>2,205,954.15</b>
200 shares PG&E common stock—at cost	3,388.17	
Air Transportation deposit	425.00	
Loan receivable from Energy Workers Center, Inc.	161,894.97	
Fixed assets:		
Automobiles (40) at cost	495,353.33	
Less: allowance for depreciation	300,489.82	194,863.51
Furniture and office equipment—at cost	290,378.12	
Less: allowance for depreciation	205,861.27	84,516.85
<b>Total assets</b>		<b>\$2,651,042.65</b>

**LIABILITIES AND EQUITY**

Liabilities:		
IBEW per capita portion of November and December receipts to forward	\$ 249,838.55	
For Supplemental Retirement—Severance	68,514.11	
January PG&E partial dues deposited prior to January 1, 1986	400,000.00	
Estimated reimbursable wages payable to PG&E through December 31, 1985	450,000.00	\$1,168,352.66
Equity:		
General Fund	1,469,633.97	
Political Donation Fund	13,056.02	1,482,689.99
<b>Total Liabilities and Equity</b>		<b>\$2,651,042.65</b>

NOTE: The accounts are maintained on a cash basis. Assets and liabilities consist of those arising from cash transactions and all other material assets and liabilities. Depreciation has been computed on depreciable assets at 30% per year on automobiles and 10% per year on furniture and equipment. Prepaid and delinquent dues and unpaid and prepaid operating expenses are not included in this statement with the exception of \$400,000 received from PG&E as a prepayment for January, 1986 dues.

EXHIBIT B  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS  
For the Year Ended December 31, 1985

**SUPPLEMENTAL RETIREMENT—SEVERANCE FUND**

Balance, December 31, 1984		\$ 69,883.49
Receipts:		
Interest	\$ 5,327.15	
Dividends	1,985.09	7,312.24
<b>Total receipts and balance</b>		<b>77,195.73</b>
Disbursements:		
Transfer to General Fund for forwarding to former employee	7,997.62	
Direct payment made to former employee	684.00	8,681.62
<b>Balance, December 31, 1985</b>		<b>\$ 68,514.11</b>
Details of Balance:		
Five American Savings & Loan Accounts	\$ 53,124.95	
One Dodge & Cox Fund Account—at cost	15,389.16	
<b>Total as above</b>		<b>\$68,514.11</b>

EXHIBIT C  
**POLITICAL DONATION FUND**

Cash balance, December 31, 1984		\$ 516.02
Receipts:		
Portion of Local Union dues deposited directly to this Fund		20,000.00
<b>Total receipts and balance</b>		<b>20,516.02</b>
Disbursements:		
Central Labor Council—COPE banquet	\$ 350.00	
Fresno/Madera Central Labor Council—COPE banquet	300.00	
Nevada State AFL-CIO—COPE	1,000.00	
Friends of Mayor Bradley	500.00	
Roberti Senate Committee	600.00	
Committee to Conserve the Courts	400.00	
Arreitos for Assembly	250.00	
The Garamendi Committee	600.00	
Contra Costa COPE	320.00	
Floyd Campaign Committee, 5-year celebration	1,250.00	
7th Annual COPE banquet	90.00	
Friends of David fund raising dinner	500.00	
Speaker's 5th anniversary dinner	550.00	
Eddie Souza, candidate for Mayor of Santa Clara	750.00	7,460.00
<b>Cash balance, December 31, 1985—</b> Wells Fargo checking account		<b>\$ 13,056.02</b>

# FINANCIAL STATEMENT

EXHIBIT D  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS  
For the Year Ended December 31, 1985

**GENERAL FUND**

Cash balance, beginning December 31, 1984		\$ 877,153.93	
Receipts:			
Local Union portion of receipts:			
"A" members' dues	\$ 76,127.69		
"BA" members' dues	5,094,266.20		
Initiation fees	37,124.99		
Reinstatement fees	226.00		
Agency fees	42,205.58		
Working dues—Outside Line	864,460.74		
Difference in dues	7,757.09	6,122,168.29	
Reimbursements to General Fund:			
Receipts held for credit or to refund	6,166.25		
Interest	90,679.76		
Dividends	339.34		
Refunds and reimbursements:			
Loan payments—Energy Workers Center:			
Interest	16,252.87		
Principal	17,547.13		
Health and welfare	293.74		
Sale of used autos	45,000.00		
Various other expenses	20,480.40		
Sale of baseball caps, pins and other	9,533.11		
From Supplemental Retirement—Severance Fund to forward to former employee	7,997.62	214,290.22	
International portion of receipts:			
"A" members' per capita	197,443.80		
"BA" members' per capita	1,196,901.90		
Initiation fees	26,681.00		
D.B.A.F. fees	566.50		
Reinstatement fees	505.50		
Agency fees	13,300.00	1,435,398.70	
Prepaid dues		400,000.00	
Total receipts		8,171,857.21	
Total balance and receipts		9,049,011.14	
Disbursements, per Page 5 of Schedule of Disbursements		6,924,627.12	
Cash balance, December 31, 1985, Details in Statement of Assets, Liabilities and Equity		\$2,124,384.02	

SCHEDULE OF DISBURSEMENTS  
For the Year Ended December 31, 1985  
**GENERAL FUND**

Affiliation fees:		
International Brotherhood of Electrical Workers	\$1,573,720.09	
San Francisco C.L.C.	2,880.00	
Santa Clara C.L.C.	5,460.00	
Alameda C.L.C.	7,680.00	
Northern Nevada C.L.C.	1,650.00	
Nevada State AFL-CIO	2,940.00	
Nevada State Electrical Association	420.00	
Sacramento C.L.C.	5,835.00	
Contra Costa C.L.C.	4,875.00	
California Federation of Labor	52,500.00	
California State Association of Electrical Workers	10,500.00	
Marin County C.L.C.	819.00	
San Joaquin and Calaveras C.L.C.	2,100.00	
Butte-Glenn C.L.C.	780.00	
Napa-Solano C.L.C.	1,284.00	
Kern-Inyo-Mono C.L.C.	1,350.00	
Fresno-Madera C.L.C.	3,000.00	
Sonoma, Mendocino, Lake C.L.C.	1,932.00	
Merced-Mariposa C.L.C.	1,125.00	
Stanislaus-Tuolumne C.L.C.	1,136.00	
Marysville C.L.C.	240.00	
Humboldt-Del Norte C.L.C.	603.00	
Five Counties C.L.C.	681.60	
Monterey County C.L.C.	576.00	
Joint Ex. Con. of N.C. Electrical Workers	100.00	
Joint Ex. Con. of S.C. Electrical Workers	90.00	
Government Coordinating Council	600.00	
San Mateo C.L.C.	2,100.00	
Boise, Idaho AFL-CIO	109.20	
9th District	120.00	
		1,687,205.89

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
SCHEDULE OF DISBURSEMENTS  
For the Year Ended December 31, 1985

**GENERAL FUND**

Staff expenses:		
Salaries	1,986,978.66	
Expenses	171,761.56	
Automobile expenses	144,747.41	
Automobile purchases	133,481.44	
		2,436,969.07
Research and Education:		
Public relations	\$ 5,451.17	
Subscriptions and publications	11,140.66	
Industrial Health Program	1,595.32	
Scholarship Fund	2,500.00	
Dues for membership to:		
International Labor Communication Association	60.00	
Consumer Federation of California	100.00	
Labor Division Operating Fund	10.00	
National Safety Council	100.00	
KQED membership renewal	100.00	
National Council of Senior Citizens	8.00	
International Foundation Employee Benefit Plan	325.00	
B.A.C.O.S.H.	100.00	
California Council for Environmental & Economic Balance	1,440.00	
Coalition of Labor and Business	100.00	
Other	26.00	
Total		23,056.15
Office salaries:		
Administration office salaries	196,199.57	
Bargaining unit salaries	318,241.30	
Total		514,440.87
Office expenses:		
Rent	102,809.22	
Telephone	135,182.60	
Postage and meter expense	47,755.77	
Supplies/Printing	55,621.82	
Equipment maintenance	15,537.73	
Data processing	94,102.78	
Equipment rental	1,395.39	
Mileage, office duties	980.30	
Office utility, Los Angeles	2,290.58	
Office equipment purchase	3,595.57	
Utility reporter	98,393.47	
Miscellaneous	766.11	
Total		558,431.34

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
SCHEDULE OF DISBURSEMENTS  
For the Year Ended December 31, 1985

**GENERAL FUND**

	Salaries Paid or Reimbursed	Expenses	Total
Committee salaries and expenses:			
Executive Board meetings	\$ 16,709.43	\$ 20,302.86	\$ 37,012.29
Executive Board Committee,			
Political Education	128.48	124.12	252.60
Executive Board Committee,			
Ways and Means		354.91	354.91
Advisory Council	8,968.27	41,482.37	50,450.64
Trustee Committee	4,943.99	1,574.83	6,518.82
Conference and convention	3,191.81	26,107.25	29,299.06
Grievance Committee	468.25	10,407.70	10,875.95
Review Committee	2,208.44	3,390.37	5,598.81
Safety Committee	4,119.49	4,723.08	8,842.57
Other conferences		32,214.68	32,214.68
Total	40,738.16	140,682.17	181,420.33

See NEXT PAGE

# FINANCIAL STATEMENT — CONTINUED

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
SCHEDULE OF DISBURSEMENTS  
For the Year Ended December 31, 1985

**GENERAL FUND**

Various Other Committees:			
Sacramento Regional Transit arbitration		973.52	973.52
Citizen Utility	1,700.38	8,773.71	10,474.09
Sierra Pacific Power	7,530.39	3,804.76	11,335.15
U.S. Bureau of Reclamation	3,832.92	3,059.86	6,892.78
Lynch Communication		2,210.41	2,210.41
Pacific Tree Expert	2,915.32	2,778.21	5,693.53
Outside Line Construction	2,555.17	16,997.52	19,552.69
CP National	4,241.98	7,804.30	12,046.28
City of Lodi	1,295.67	1,765.10	3,060.77
Group W Cable	4,111.81	3,041.24	7,153.05
Sacramento Municipal Utilities District		40,112.42	40,112.42
Merced Irrigation District	489.33		489.33
GEO testing	503.04	194.97	698.01
Bella Vista	619.66	128.77	748.43
CP National—Lassen	1,596.50		1,596.50
A.C. Transit District	416.32	73.34	489.66
Nevada Irrigation District		269.22	269.22
Truckee Donner Recreation & Park		105.00	105.00
City of Redding		5.73	5.73
City of Santa Clara		41.00	41.00
Modesto Irrigation District		1,578.90	1,578.90
Tri Dam		599.95	599.95
Monterey Peninsula Cable	757.36	97.30	854.66
Sonic TV Cable	210.56		210.56
Shasta Dam PUD		36.00	36.00
City of Roseville	422.94	157.59	580.53
Davey Tree	5,588.02		5,588.02
Bureau of Elect., Alameda	46.00		46.00
<b>Total</b>	<b>38,833.37</b>	<b>94,608.82</b>	<b>133,442.19</b>

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
SCHEDULE OF DISBURSEMENTS  
For the Year Ended December 31, 1985

**GENERAL FUND**

	Salaries Paid or Reimbursed	Expenses	Total
PG&E Negotiating Committees:			
Wage and Contract	\$ 10,208.57	\$ 62,537.98	\$ 72,746.55
Departmental:			
Clerical	3,702.05	17,248.73	20,950.78
Geyser		185.83	185.83
Travel crew	43.40	858.97	902.37
Switch and clear crew		1,094.17	1,094.17
General construction	1,418.62	3,586.58	5,005.20
Gas meter shop		1,705.43	1,705.43
Meter readers		782.88	782.88
Gas serviceman	2,840.81	547.19	3,388.00
<b>Total</b>	<b>18,213.45</b>	<b>88,547.76</b>	<b>106,761.21</b>
Membership supplies:			
Supplies			12,164.24
International supplies			1,992.00
Shop steward supplies			753.19
<b>Total</b>			<b>14,909.43</b>
Membership benefits:			
Group life insurance			104,878.20
Pin award dinners			10,336.83
Unit meeting prizes			650.00
Unit drawing award			650.00
Donation in lieu of flowers			450.00
Unit fund, refreshments			10,100.00
Memorial bibles			447.67
Flowers			440.48
Retiree plaques			343.72
<b>Total</b>			<b>128,296.90</b>
Donations:			
Other			1,975.00

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
SCHEDULE OF DISBURSEMENTS  
For the Year Ended December 31, 1985

**GENERAL FUND**

Payroll taxes:	
Employee portion:	
U.S. income tax withheld	\$ (414,730.84)
California income tax withheld	(98,655.22)
FICA withheld	(148,529.58)
SDI withheld	(7,822.96)
U.S. income tax forwarded	414,730.84
California income tax forwarded	98,655.22
FICA forwarded	148,529.58
SDI forwarded	7,822.96
Local Union portion:	
FICA	148,529.58
California Unemployment	13,991.38
Nevada Unemployment	685.10
U.S. Unemployment	4,622.44
California Training Fund	462.16
<b>Total</b>	<b>168,290.66</b>
Employee benefits:	
Health and Welfare plans	233,856.55
Group life insurance	34,529.17
Staff pension plan	336,439.99
Bargain unit pension	51,145.71
Other costs, pension plans	2,750.00
<b>Total</b>	<b>658,721.42</b>
Other disbursements:	
Legal fees	63,712.61
Hall rentals	39,532.90
Workmen's compensation insurance	100,989.06
Bank loan payments, interest and principal	20,815.10
Refunds	1,562.16
Other taxes	57.44
Audit fees—1984 and 1985	11,785.00
Insurance	44,641.69
Miscellaneous	312.26
Forward Retirement—Severance received for former employee	7,997.62
Arbitration fees	7,980.35
PRD fees	3,205.35
Local Union caps	8,115.12
<b>Total</b>	<b>310,706.66</b>
<b>Total General Fund Disbursements</b>	<b>\$6,924,627.12</b>



## OWID Settles

Business Representative Jack Osburn reports that a table agreement was reached regarding the 1986 Memorandum of Understanding with Oroville-Wyandote Irrigation District on March 5, 1986, and ratified by Local 1245's membership the following day. The highlight of the Agreement is a general wage increase of 3.8%, rounded up to the next higher nickle, for the Water Division effective retroactively to January 1, 1986. Power Division wages are set through a tandem relationship with Pacific Gas and Electric Company. Business Representative Osburn reports exceptional unity among Local 1245 members at the District, in large part as a result of the political adversity which our members have felt since installation of the current Board of Directors earlier this year.

## Overtime Pay

Our public sector members are reminded that under the Fair Labor Standards act, overtime must be paid at time and one-half of an employee's regular pay, which must be calculated including standby pay. This month's legal column (Page 2) covers this subject in some detail, but in the last several months it has come to our attention that several of our public sector employers have not been calculating overtime properly under the Fair Labor Standards Act.

## WAPA Case Headed to Arbitration

Business Representative Rich Hafner reports that a number of grievances were discussed at the January meeting of the IBEW Government Coordinating Council 1 in Reno, Nevada. One grievance filed by Local Union 2159 in Montrose, Colorado, involves a dispute over the proper pay for an employee who was directed to participate in a training class on a holiday. The parties have referred the case to arbitration and have begun reviewing a panel of arbitrators provided by the United States Mediation and Conciliation Service. The quarterly meetings of GCC 1 provide a forum for the various IBEW Locals that represent Western Area Power Administration employees to compare notes and coordinate their collective bargaining with the Administration.

## More Negotiations:

Business Representative Gary Mai continues in negotiations with the Sacramento Regional Transit District. Elsewhere, Local 1245 is gearing up for negotiations with the Alameda-Contra Costa Transit District, the City of Healdsburg, the Biggs-West-Gridley Irrigation District, and the Shasta Dam Area Public Utility District.

## Government Coordinating Council 1



Pictured above are nine of the delegates to Government Coordinating Council 1, which is composed of various IBEW Locals that represent employees of the Western Area Power Administration, Department of Energy. They are (left to right) Walter Kohrman of Local 2159 in Colorado, Richard Barrus of the Ninth District, Randy Rau of Local 1759 in Wyoming, Jerry Tracy of Local 640 in Arizona, Jim Healy of Local 1759 in Wyoming, Carl Brown of the Eighth District, James Simmons of the Eleventh District, Gary Maynard of Local 640 in Arizona, and Ralph Pearl of Local 1959 in South Dakota. Local 1245 Business Representative Rich Hafner, who is the 1986 Chairman of GCC 1, took this picture at a meeting of GCC 1 in Reno, Nevada, on January 16 and 17, 1986.

## Davey Tree members vote

On March 10, 1986, the 1986 Davey Tree Ballot Committee reported that the Davey Tree Surgery Company's offer of February 5, 1986, to settle 1986 negotiations had been rejected by a margin of 95 to 94. By a 66-28 margin, members voting to accept the Company offer chose Proposal A (Current Paid Time-Off) over Proposal B (New Holidays and Vacations).

Assistant Business Manager Or-

ville Owen, spokesperson for Local 1245 in the Davey Tree negotiations, immediately notified the Company of the result and requested that additional bargaining sessions be scheduled.

Serving on the Ballot Committee were Local 1245 members Jesse Harrison (Judge), Dan Woody (Teller), and Ronald Reed (Teller). The progress of the negotiations will be reported in future editions.

# PRIVATE SECTOR

## SPPCO Bargaining Opens

As this issue went to press, Local 1245 and Sierra Pacific Power Company bargaining committees had met for two days and had reviewed and explained their respective bargaining proposals, which were published in their entirety in last month's issue of the Utility Reporter. Business Representative John Stralla reports that on the basis of these early meetings, the big issues appear to be wages, medical benefits, and a reduction of three crews at the Tracy Power Plant.

## Mt. Wheeler ratifies

Business Representative Mack Wilson reports that Local 1245 members at Mt. Wheeler Power, Inc. have ratified by a 12-1 margin two-year agreements with Mt. Wheeler for the physical and clerical bargaining units there. The physical agreement calls for three 2% wage increases over the next eighteen months, while the clerical agreement calls for three 2% bonuses over the same time period. Mt. Wheeler clerks, who average \$11.58 an hour, are among the highest paid clerical employees in Nevada, and for that reason agreed to bonuses.

## Group W Update

Assistant Business Manager Orville Owen continues to monitor the impending sale of the six Group W Cable properties represented by Local 1245. On another front, Owen has referred a grievance involving a unilateral change in benefits by Group W to arbitration and is in the process of selecting an arbitrator with the Company to hear the case.

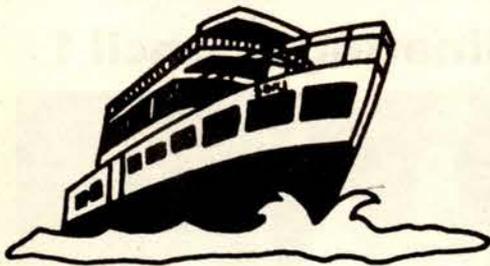
## Davey Tree Briefs Filed

As this issue went to press, Staff Attorney Tom Dalzell was completing the Union's brief to Arbitrator David Nevins on an arbitration with Davey Tree involving the termination of a San Joaquin Division Climber. Local 1245 claims that the Climber was fired after he refused to climb a tree which he believed was not safe to climb, while Davey Tree argues that the employee quit in a pay dispute. A decision is expected within the next two months.

## Unit 3311, Reno hosts party



Unit 3311, Reno, hosted a Christmas party in February for Sierra Pacific Power Company employees at the Ramada Inn in Reno. A good time was enjoyed by all.



## Poker run set for May 17

The 1986 "Day On The Delta Poker Run," presented by Antioch Unit 2317, will be held on Saturday, May 17, 1986. The starting location is Brannan Island State Recreation Area, three miles South of Rio Vista on State Route 160. The cost of the poker hands are \$2 each and may be purchased at the recreation area boat ramp between 7:30 AM and 10:30 AM. Be sure to ask about the ramp raffle.

There are five predetermined stops where sealed envelopes each containing a playing card are selected and the persons with the highest valued poker hand at the end of the day wins a prize. You don't need a boat to participate because all stops can be reached by auto, so the day can be enjoyed by everyone.

The five stops include: Tower Park, Herman and Helen's, Moore's River Boat, Spindrift Marina and Frank's Fishing Resort. All players must return to Brannan Island Day Use Area (near the beach) to turn in hands by 4:00 PM. The prizes will be awarded to children under 16 and adults.

A ramp raffle will be conducted at 4:00 PM. You must be present to win in the ramp raffle. Free hot dogs and beans are planned again this year (at the drawing), but please bring your own fixings.

Anyone wishing to be a part of the day's excitement, please contact Chairman Jim Poindexter after 6:00 PM at 415/754-3796 or the Local Union Hall at 415/933-6060.

COME OUT AND ENJOY THE DAY!

## Congratulations Pat!



Photo: John Stralla

At the January 31, 1986, monthly Staff Meeting, IBEW Local 1245 Administrative Assistant Pat Dunn was presented with a Union Community Services Counselor Certificate from Joe Goglio, Contra Costa Central Labor Council Community Services Representative. Pat recently completed a course on services to members who have trouble with drug and alcohol abuse, unemployment and disability insurance, and county social, health, legal and consumer services. Congratulations Pat!

## Calendar meetings and events

### APRIL

- 4 Richard Hoyer Memorial Dinner
- 5 Pin Dinner - Eureka
- 8 PG&E Arbitration No. 141
- 10 Shasta Dam PUD Arbitration (Groundman termination)
- 12 Pin Dinner - Nevada
- 19 Pin Dinner - Salinas
- 22 PG&E Arbitration No. 142
- 23 Title 8 meeting
- 25 Executive Board Meeting
- 26 Pin Dinner - Sacramento
- 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
- 9 Pin Dinner - East Bay
- 10 Pin Dinner - North Bay

- 16 Pin Dinner - San Francisco
- 17 Antioch Unit Poker Run (on the Delta)
- 23 Executive Board meeting
- 30 Pin Dinner - San Jose
- 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
- 31 L.U. 1245 Softball Tournament

### JUNE

- 1 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

### UNIT MEETING CHANGE Unit 4416 Davey Tree - Selma (new)

Meeting Place:  
El Conquistador Restaurant  
Day: 2nd Wednesday  
Time: 6:00 PM  
Beginning: March 12, 1986

## MARK YOUR CALENDAR NOW!

### IBEW Local 1245 9th Annual Slo-Pitch Softball Tournament



Saturday,  
May 31, 1986  
Sunday,  
June 1, 1986  
Willow Pass Park,  
Concord

## PLAN TO ATTEND

More information will be included in the next issue of the Utility Reporter