ONE YEAR AGREEMENT

Bella Vista members ratify initial MOU

After a series of lengthy negotiations during the past five months, members at Bella Vista Water District ratified an initial one-year MOU on November 26, 1985. Members approved a five percent general wage increase which provided retroactivity effective July 1, 1985 on wages and the existing retirement plan.

A major item in the new Memorandum of Understanding is the inclusion of a Union Security clause plus payroll deduction of Union dues. Business Representative Jack Osburn said members at Bella Vista were firm on including a Union Security provision throughout all the negotiations. He said committee members Richard Welch and Gary Summit took that message to the bargaining table at each meeting.

A yearly pay-off provision for fifty percent of sick leave, beyond thirty days accumulation was also approved in the new MOU. IBEW Local 1245 has been on the property since April of 1984 when employees sought Union representation.

Business Representatives Gene Wallace and Pete Dutton originally met with our members there to instruct them on the process of obtaining a first agreement.

At these meetings, a negotiating team was selected and meetings began with the District. It was slow going for awhile when the District went through some administrative personnel turnovers, and hired a new negotiator. Osburn reports that during this time our members remained firm on reaching their goal of obtaining an initial agreement. Now with this first agreement established, members are set for their next bargaining with the District. Negotiations will most probably get underway in April of 1986 and bargaining is expected to begin in May.

SMUD drug policy discussed

Business Representative Gary Mai, Assistant Business Manager Ron Fitzsimmons, and Staff Attorney Tom Dalzell met with Union Negotiating Representatives of the Sacramento Municipal Utility District on Tuesday, December 10, 1985, to discuss a proposed drug policy for SMUD employees represented by Local 1245.

As a matter of background, SMUD initially proposed a drug policy in April, 1985. A meeting with Local 1245 representatives took place in June, after which SMUD sent a proposal to the bargaining table at each meeting. A yearly pay-off provision for fifty percent of sick leave, beyond thirty days accumulation was also approved in the new MOU. IBEW Local 1245 has been on the property since April of 1984 when employees sought Union representation.

ABRITRATION CASE NO. 134

Kagel hears PG&E case in headquarters’ dispute

On Wednesday, December 11, 1985, Arbitrator John Kagel heard testimony in Arbitration Case No. 134, which involves a dispute between the Company and the Union over the Company's right to assign San Francisco Division Electric T&D overhead employees to various headquarters within the San Francisco Division.

In March, 1983, the Company assigned 15 employees who had been reporting to work at the Martin Service Center in Daly City to report to work at the Shotwell Service Center. Although Shotwell was not their regular established assigned headquarters, the Company refused to pay the 15 employees travel time and mileage, citing as the basis for this refusal a 1967 Letter of Agreement permitting free transfer of employees.

3.1% BOOST ON JAN. 1, 1986

Wage hike at Pacific Tree

In January 1, 1986, Local 1245 members employed by Pacific Tree Expert Company will receive an increase in the third general wage increase of 3.1 percent.

The wage increase resulted from the agreement between the Company and the Union's Negotiating Committee on November 19, 1985 at Concord, California.

The Union's Negotiating Committee consisted of Douglas Bonham, Harry Beckwith, David Vanderplas and Assistant Business Manager Orv Owen.

The Pacific Tree Agreement provides that the January 1, 1986 wage increase will be determined based upon the following Collective Bargaining Agreement provisions as follows:

1/1/86 - 1985 wage rates plus increase of the percentage increase in the Hourly Earnings Index for production or non-supervisory workers on private non-agricultural payrolls, by Industry, as reported by the Bureau of Labor Statistics, Table 15, private (in current dollars). The base month shall be the June 1985 index.

The outcome of bargaining on December 17, 1985, as well as any further meetings, will be reported in next month's Utility Reporter.

Davey Tree bargaining continues

By Assistant Business Manager Orv Owen

On November 21, 1985, the Company and Union Negotiating Committees held their third bargaining session to improve the wages, working conditions and benefits that are due to be effective on January 1, 1986 for approximately 1000 bargaining unit employees and their families.

At the November 21 meeting, the Company submitted counterproposals to the Union's initial proposals covering wages, paid time off, holidays, vacations, grievance procedure, new patrolman classification, and term.

The Union's Negotiating Committee met on December 9 and 10, 1985 at Local Union headquarters to consider the Company's proposals and to develop counterproposals that were to be submitted to the Company at the joint meeting of the Committees on December 17, 1985.

The outcome of bargaining on December 17, as well as any further meetings, will be reported in next month's Utility Reporter.

Davey Tree members are encouraged to attend their unit meetings for further updates on the current status of negotiations.

Making up Local 1245's Negotiating Committee are Ken Bissmeyer, Chris Clutton, Sam Hernandez, Bill Masola, John Paige, Fred Serrano, John Smullen, and Assistant Business Manager Orv Owen.
Industrial Welfare Commission reviewed

By Rollie Katz

The California Industrial Welfare Commission (IWC), reestablishes and enforces minimum wages and working conditions for most private sector employees in California. The IWC, which is part of the State Department of Industrial Relations, was established by statute in 1913. The Governor appoints all five Commission members. Two must be Union representatives, not lawyers, and two must be management representatives. The fifth is a so-called "public member". Each member serves a four-year term. The present Commission members are Lynne Pollock, Chair; Muriel Morge, Vice Chair; Michael Callahan, David Padilla and James Rue. Callahan and Padilla are the Labor Representatives.

The IWC has two primary duties. It sets the state minimum wage and issues "orders" establishing "which minimum working conditions, including such matters as overtime, meal breaks, uniforms and equipment; the IWC is required to review the minimum wage every two years to determine whether it is "adequate". The minimum wage is increased by an amount equal to the federal rate. Efforts by the labor movement to increase the rate in recent years has been thwarted by high times and the Reagan administration of Governor Deukmejian. Neither the federal nor the state minimum wage has been increased since 1981. Ronald Reagan's first year as President. (If you think there is a connection, you're right).

The IWC's "orders" regulate "wages, hours, and working conditions" of private sector employees in California. It has issued 15 separate orders in addition to the minimum wage order. They were last revised in 1980. Each order regulates a different industry and group of occupations. Most of Local 1245 members working in California, other than government employees, including those members who work for PG&E, are governed by the Order for "Professional, Technical, Clerical, Mechanical and Similar Occupations. "Local 1245 Linemen members who are dispatched to construction jobs may not be covered by any order, as there is presently not an order for the construction industry. Other members employed by tree trimming companies or manufacturing enterprises are covered by other orders. If a question arises as to whether a Union member is covered by an order and by which one, a decision is made by the IWC's enforcement division. If you have any questions, contact your Business Representative.

The provisions of the professional, Technical, Clerical, Mechanical and Similar Occupations" Order No. 4-80, are summarized below. This article is intended to be an overview of the Order. Specific questions should be directed to your Business Representative who can consult with the Union's attorneys.

Order No. 4-80 establishes an eight-hour day and a 40-hour week, and requires overtime pay for any work beyond eight hours in one day and 40 hours in one week. However, the Order expressly excludes from its overtime provisions workers who have Union contracts which provide for overtime pay. Thus, the overtime provisions of the Order are aimed at unorganized workers who don't have the protection of a Union. Union workers are, however, covered by a provision which prohibits an employer from firing anyone who refuses to work more than 72 hours in one work week except in emergencies. (Generally, employees can be required to work overtime under their Union contract). The contract prohibits mandatory overtime. This rule places some limit on the employer's right to order overtime. Emergencies are defined as "an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action.

The Order also has a reporting pay provision which requires employers to pay their employees one-half their usual day's work (a minimum of two hours, a maximum of four), when the employer requires a worker to come to work but has less than a one-half shift of work for that worker. An employee who is required to report to work a second time must be paid at least two hours for reporting to work again. These provisions do not apply to workers on standby or when an "Act of God or other cause not within the employer's control" causes an interruption in work.

Employers are prohibited by the Order from deducting from a worker's paycheck "reimbursement" for "any cash shortage, breakage of loss of equipment", unless such a loss was caused by a "dishonest or willful act by the employer or gross negligence."

The Order also provides for meals and rest periods. Any worker who works more than five hours must be given at least a one-half hour meal break. However, this requirement can be waived by one working a six-hour shift. Workers are also entitled to a 10-minute rest period every four hours worked.

Employers are also required to provide suitable lockers and change areas for employees who must wear work clothes; suitable seats, adequate heating and cooling inside, and workers who work outside in temperatures below 60 degrees F. must be provided a room at least 68 degrees F. unless federal or state regulations require a lower temperature, "where employees may retire for warmth". Restrooms must also be kept at the same temperature. Employers must provide exit elevators if the work place is four floors or more above or below the ground level.

Employers may receive exemptions to meal and rest period provisions as well as the sections pertaining to rest areas and change rooms.

The order also establishes a mechanism for its enforcement. Employers must post the Order in areas frequented by employees and must submit reports to the IWC regarding their compliance. The IWC has the power to inspect the work place to make sure employers are obeying the law. Employers who violate any provision of the Order can be charged with a misdemeanor and be fined not less than $50 and/or be sent to jail for not less than 30 days. The maximum penalty one convicted of a misdemeanor may receive is a fine of not more than $800 and/or be sent to jail for not more than six months.

These protections afforded to workers by the IWC orders provide some basic minimum working conditions. Of course, Local 1245 members have more rights and protection as a result of their Union contracts.
LETTER TO EDITOR

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

Dear Editor — The Utility Reporter —

As a retired member of Local 1245, I read each issue of the Utility Reporter with much interest. As the founding editor of our publication I note the changes in news and editorial content as contrasted with those found in the early fifties.

Our problems and our goals some 30 years ago were different in scope and direction. As the then-new “system of the Union” on the PG&E and as a newly merged IBEW Local Union, we were primarily concerned with organizing, developing and surviving.

In retrospect, the issues of concern in those days were relatively simple, both on the domestic and the international scenes, as they affected our nation and its people.

In the case of our Union, we had more direct opposition from our employers but less political activity designed to destroy organizations of working people in those times. While Local 1245 presently has more members, resources, bargaining power, expertise and membership service capability, it faces problems which will test those strengths in the private sector and at all levels of government.

I am happy to see the leadership of our Union raising critical issues in the pages of our paper and keeping its readers abreast of current developments which are ominous, in many respects.

Most members are primarily concerned with personal and family economics and are prone to being influenced by the commercial media which represents money, not people.

Local 1245’s only reason for existence is to represent people — the people who own it and operate it: the working members. Thus, it would appear to be prudent for such members to pay attention to the content of the Utility Reporter.

Once a month, taking a little time to read some messages from leadership to membership, isn’t much of a chore. As one who worked in the utility industry for peanut wages, no benefits or Union protection from arbitrary mistreatment or discharge, I know what Local 1245 has done for its members and their families and yes, the industries in which it operates.

Those who may think that the currently favorable economic and job security conditions which prevail in the jurisdiction of Local 1245 are not subject to attack or even destruction are entitled to their opinions, but could stand a bit of education.

They are not entitled to good wages, conditions or benefits unless they are set forth in and, assured by, collective bargaining agreements or provisions of public law.

In the absence of legal contract coverage or controlling labor protection statutes, the employer can do anything he wishes concerning his employees and that’s a fact, not an opinion.

Working people being told that they don’t need Unions, is not a new pitch in our industrial society. Union contracts and protective labor laws cost employers money and no one likes to put out money if he or she can avoid it.

That’s the bottom line in the whole entanglement, as millions of unorganized, unprotected working people well know.

The members of Local 1245 are, in general, very well off in comparison with most working people in our country.

I hope they keep it that way by sticking together and supporting their Union, while opposing those elements who hope that complacency and anti-Union media assaults will overcome common sense.

Looking back over my life at age 70, I consider the highlight of my working years to be those many years that I spent as a representative and as an elected officer of our Union. My best wishes go to the officers, staff and members of Local 1245, the finest and most effective Union I have seen during my long involvement in the American Labor Movement and in the U.S. Government.

— Ron Weakley
Mysterious illness of USBR workers under investigation

This past August, a number of U.S. Bureau of Reclamation workers were assigned to do maintenance work on canal gates in Folsom. The work involved using a torch to remove bolts on the gates. At least six of the workers then developed symptoms of diarrhea, sore joints, skin rash and inflammation, and sore throat. At first, the illness was thought to be metal fume fever, a temporary illness resulting from overexposure to zinc, copper, or manganese. However, no evidence could be found that these metals were present in the work operation, and some of the symptoms lasted longer than the symptoms of metal fume fever.

Union and management have since arranged to have some of the workers be seen by the U.C. Davis Occupational and Environmental Medicine Clinic. The possibility of infection from exposure to pigeon dung is being investigated. Union and management are also exploring the possibility of bringing in the National Institute for Occupational Safety and Health.

In the meantime, a number of the workers were unfortunately referred to the HealthMed Center in Sacramento. This center, formerly called Detox, relies on the Hubbard method of detoxification, which was devised by the founder of Scientology. The union discourages any members from using this center, since there have been no controlled scientific studies evaluating the effectiveness of the Hubbard method.
Time to prepare for scholarship contest; 'Union importance to politics' essay topic

Al Sandoval Memorial Competitive Scholarship

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

1. The grant will be as follows:
   - 8500 per year, up to four (4) years, as long as a C (2.0) average is maintained and the parent maintains their membership in good standing in Local Union 1245.

2. In order to be a candidate in this contest, you must be a son or daughter, natural, legally adopted, or a legal ward of a member of Local Union 1245. You must also be a high school student who has graduated or is graduating in 1986. A copy of your diploma or a letter from your high school stating that you will graduate in 1986 must be attached to your scholarship application.

3. The scholarship grant will be made only to that candidate who intends to enroll full time in any college certified by their State Department of Education and accredited by the local accrediting association.

4. Applications may be secured by addressing the Recording Secretary of Local Union 1245 or by calling the Union office, or by using the form printed below.

5. Checks will be paid directly to the college upon presentation of tuition bills to the Local Union.

6. All applications shall be accompanied by a written essay, not to exceed five hundred (500) words, on the subject designated by the Executive Board.

7. Essays should be submitted on 8½ by 11” paper, on one side, preferably typed and double spaced, with applicant’s written signature at the conclusion of the essay.

8. Applications and essays must be mailed to IBEW Local Union 1245, P.O. Box 4790, Walnut Creek, CA 94596, by registered or certified mail only, and be postmarked no later than Monday, March 3, 1986.

9. Each year the scholarship shall be presented at the Advisory Council meeting in May; the judge and a guest and the recipient and parents shall be invited, at Local Union expense, to present and receive the scholarship award.

10. A suitable trophy or plaque shall be purchased by the Local Union, at a cost not to exceed $75, to be presented to the scholarship recipient.

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

APPLICATION FOR THE AL SANDOVAL MEMORIAL COMPETITIVE SCHOLARSHIP

Sponsored by Local Union 1245

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

P.O. Box 4790
Walnut Creek, CA 94596

Telephone (415) 933-6060

DATE

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

NAME ____________________________ DATE OF BIRTH ____________________________

(Last) (First) (Middle)

ADDRESS__________________________________________________________

CITY____________________ STATE __ZIP________________ PHONE ( )

NAME OF PARENT

COMPANY

WORK LOCATION

HIGH SCHOOL

GRADUATION DATE

ADDRESS OF HIGH SCHOOL

I EXPECT TO ATTEND _____________________________________________ COLLEGE OR SCHOOL LOCATION

(Candidate Signature)

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

(Official’s Signature and Position)

This is to certify that I am a member in good standing of IBEW Local 1245, that the Candidate named above, ____________________________, is my ____________________________, and that the Candidate will graduate from high school during the term ending ____________________________, 1986.

Signature of Member/Parent ____________________________ Union Card No. ____________________________

I certify that I am a member in good standing of IBEW Local 1245, that the Candidate named above, ____________________________, is my ____________________________, and that the Candidate will graduate from high school during the term ending ____________________________, 1986.

Signature of Member/Parent ____________________________ Union Card No. ____________________________

IBEW 1245 UTILITY REPORTER/DECEMBER 1985
From all of us at IBEW Local 1245 in the office and in the field: KEN BALL • CAROL BEDSOLE • VIRGINIA BROWNE • LYNN BURESH • ED CARUSO • CHARLEE CHANDLER • LESLIE LYNNE CHASE • BOB CHOATE • TOM CONRAD • TOM DALZELL • ETHEL DAVIS • LARAMIE DORCY • PAT DUNN • PETE DUTTON • JOEL ELLIOFF • RON FITZSIMMONS • DOROTHY FORTIER • ED FORTIER • PHYLLIS GENTRY • BOB GIBBS • WAYNE GREER • BARBARA GROSSMAN • RICH HAFNER • MICKEY HARRINGTON • TOM HEYL • FRANK HUTCHINS • ANN KOOLS • SHARON MADISON • GARY MAI • MARILEE MAI • RAE MATTES • JACK McNALLY •
EXECUTIVE BOARD: BUSINESS MANAGER, JACK McNALLY • PRESIDENT, HOWARD STIEFER • MEMBERS, JOHN CALLAHAN • BARBARA SYMONS • MICHAEL J. DAVIS • RON BLAKEMORE • KATHY F. TINDALL • LYMAN MORRISON • TREASURER, RON FIELD
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| Gilroy | Watsonville | D. Mayberry | 7:00 p.m. | 14 18 18 15 20 17 |
| DAVEYTREE-LES VEGAS | Local 357 | E. Bonanza | 7:00 p.m. | 15 19 19 16 21 18 |
| DAVEYTREE-APTOS | Old Country Pizza | D. Serrano | 7:00 p.m. | 15 19 19 16 21 18 |
| DAVEYTREE-SAN FRANCISCO | Castle Lanes | D. Hurta | 5:00 p.m. | 7 4 4 1 6 3 |
| DAVEYTREE-IBEW Local 1245 | 3063 Citrus Circle | B. Christensen | Thursday | 5:30 p.m. | 16 20 17 19 15 |
| City of Oakland | Oakland General | B. Murphy | 5:00 p.m. | 2 6 6 3 1 5 |
| East Bay | 2311 | 2314 | 2316 | 2317 | 2318 |
| Oakland | Edgewater-Hyatt House | J. Graham | Tuesday | 7 4 4 1 6 3 |
| Hayward/Fremont | Office | J. French | 6:00 p.m. | 8 12 12 9 14 11 |
| Concord | I.B.E.W. Local 1245 | D. Sutton | Thursday | 7:30 p.m. | 9 13 13 10 8 12 |
| Antioch | Moose Lodge | T. Hessle | 7:00 p.m. | 11 11 8 13 10 |
| East Bay Clerical | Holiday Inn | M. Kizee | 6:00 p.m. | 8 12 12 9 14 11 |
| San Francisco | 2401 | 2412 | 2535 | 2514 | 2515 | 2516 |
| San Francisco Clerical | 639 Market Street | G. Wynn | 5:30 p.m. | 8 12 12 9 14 11 |
| San Francisco | Red Chimney | S. Lee | Thursday | 7:30 p.m. | 8 5 5 2 7 4 |
| Stockton | 2511 | 2513 | 2514 | 2515 | 2516 | 2517 |
| Stockton | Ed Stewart Post #803 | R. Moore | Thursday | 7:30 p.m. | 9 13 13 10 8 12 |
| Jackson | Native Sons Hall | W. Johns | Tuesday | 7 4 4 1 6 3 |
| Tracy | Rocco's Pizza | R. Kerr | 5:00 p.m. | 14 11 11 8 13 10 |
| MODESTO | Sundal Lodge | "B" Morante | 7:30 p.m. | 8 12 12 9 14 11 |
| LODI | Carpenters Hall | "C" Wadlow | 7:30 p.m. | 8 5 5 2 7 4 |
| MODESTO IRRIGATION DISTRICT | Sundal Lodge | D. Pittman | Thursday | 7:30 p.m. | 2 6 6 3 1 5 |
| SO. SAN JOAQUIN IRRIGATION DISTRICT | 1011 E. Hwy 120 | "J" Vienna | Wednesday | "5:00 p.m. | 15 19 19 16 21 18 |
| PACIFIC GAS TRANSMISSION | WALLAWALLA | L. Thomas | 7:00 p.m. | 15 12 12 9 14 11 |
| REDMOND | 3024 | 15 12 12 9 14 11 |
| Humboldt | 3111 | 3112 | 3113 | 3114 | 3115 |
| Eureka | Labor Temple | J. Russell | Thursday | 7:00 p.m. | 14 11 11 8 13 10 |
| Garberville | Fireman Hall | T. Hensley | 5:00 p.m. | 16 13 13 10 15 12 |
| Willow Creek | Willow Inn | W. Skoebber | Wednesday | 5:00 p.m. | 22 26 26 23 28 25 |

IBEW 1245 UTILITY REPORTER/DECEMBER 1985
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<tr>
<td>3310</td>
<td>RENO BEW</td>
<td>Chairman: D. Moler</td>
<td>Wednesday</td>
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<tr>
<td>3312</td>
<td>CARSON CITY</td>
<td>Chairman: W. Landis</td>
<td>Monday</td>
<td>6:00 p.m.</td>
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<td>3314</td>
<td>SOUTH LAKE TAHOE</td>
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<td>HAWTHORNE-TONOPAH</td>
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<td>Monday</td>
<td>7:00 p.m.</td>
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<td>3314</td>
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<td>Chairman: S. Poore</td>
<td>Thursday</td>
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<td>3315</td>
<td>ELK</td>
<td>Chairman: M. Dykstra</td>
<td>Wednesday</td>
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**Citizens Utilities Company**

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<td>4012</td>
<td>SAVANNUSE</td>
<td>Roundtable Pizza</td>
<td>Chairman: D. Darlington</td>
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<td>4013</td>
<td>ALTURAS</td>
<td>Chair: J. B. S.</td>
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<td>4014</td>
<td>ELK GROVE</td>
<td>Pizza Barn</td>
<td>Chair: V. Wolniewicz</td>
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**Trees**

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<td>Under San Jose</td>
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*Indicates change*
New Legislation signed; allows 'comp' time

On November 13, President Reagan signed legislation amending the Fair Labor Standards Act, enabling state and local governments to continue providing compensatory time in lieu of overtime pay. The bill, S1570, was introduced after the Supreme Court ruled in Garcia v San Antonio Metropolitan Transit Authority that state and local governments were not exempt from the FLSA, and thus bound by federal wage and overtime laws.

After the Supreme Court's decision, public employers complained that the high cost estimating that compliance figures would exceed $4 billion annually. There were strict restrictions on use of comp time for employees working overtime. The new legislation permits the use of comp time for employees who work overtime at the rate of time-and-one-half.

Also included in the new law is the provision for Public Safety, emergency and seasonal employees to accrue 480 hours of compensatory time before employees are required to make cash payments at the time-and-one-half rate. All other employees can accrue 240 hours of compensatory time before cash payments are required.

The bill sets April 15, 1986 as the compliance date for employers. The full text of the bill is included below.

**THE NEW LAW:**

**SECTION 1. (a) SHORT TITLE.—This Act may be cited as the "Fair Labor Standards Amendments of 1985".**

(b) **REFERENCE TO ACT.**—Whenever in this act an amendment or repeal is expressed in terms of an amendment to, or repeal of, a section or other provision, the reference shall be considered to be a reference to a section or other provision of the Fair Labor Standards Act of 1938.

**COMPENSATORY TIME**

SEC. 2. (a) **COMPENSATORY TIME.**—Section 7 (29 U.S.C. 207) is amended by adding at the end the following:

"(2) A public agency may provide compensatory time under paragraph (1) only—

[(A) pursuant to—

(i) applicable provisions of a collective bargaining agreement, memorandum of understanding, or any other agreement between the public agency and representatives of such employees; or

(ii) in the case of employees not covered by subparagraph (i), an agreement or understanding arrived at between the employer and employee before the performance of the work; and

(B) if the employee has not accrued compensatory time in excess of the limit applicable to the employee prescribed by paragraph (3)."

In the case of employees described in clause (A)(i) hired prior to April 15, 1986, the regular practice in effect on April 15, 1986, with respect to compensatory time off for such employees in lieu of the receipt of overtime compensation, shall constitute an agreement or understanding under such clause (A)(i). Except as provided in the previous sentence, the provision of compensatory time off to such employees for hours worked after April 14, 1986, shall be in accordance with this subsection.

"(2)(A) If the work of an employee for which compensatory time may be provided included work in a public safety activity, an emergency response activity, or a seasonal activity, the employee engaged in such work may accrue not more than 240 hours of compensatory time for hours worked after April 15, 1986. Any such employee, who after April 15, 1986, has accrued 480 or 240 hours, as the case may be, of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation.

"(B) If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

"(4) An employee who has accrued compensatory time off authorized to be provided under paragraph (1) shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than—

[(A) the average regular rate received by such employee during the last 3 years of the employee's employment, or

(B) the final regular rate received by such employee, whichever is higher.

(B) any request for the use of such compensatory time shall be permitted by the employee's employer to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the public agency.

"(5) For purposes of this subsection—

[(A) the term 'overtime compensation' means the compensation required by subsection (a), and

(B) the terms 'compensatory time' and 'compensatory time off' mean "hours during which an employee is not working, which are not counted as hours worked during the applicable workweek or other work period for purposes of overtime compensation, and which the employee is compensated at the employee's regular rate."

(b) **EXISTING COLLECTIVE BARGAINING AGREEMENTS.**—A collective bargaining agreement which is in effect on April 15, 1986, which provides for compensatory time off in lieu of overtime compensation shall remain in effect until its expiration date unless otherwise modified, except that compensatory time shall be provided after April 14, 1986, in accordance with Section 7(e) of the Fair Labor Standards Act of 1938, as amended by subsection (a).

(c) **LIABILITY AND DEFERRED PAYMENT.**—(1) No State, political subdivision of a State, or interstate governmental agency shall be liable under Section 16 of the Fair Labor Standards Act of 1938 for a violation of Section 6 (in the case of a territory or possession of the United States), 7, or 11 (c) as it relates to Section 7 of such Act occurring before April 15, 1986, with respect to any employee of the State, political subdivision, or agency who would not have been covered by such Act under the Secretary of Labor's special enforcement policy on January 1, 1985, and published in Sections 775.3 and 775.4 of Title 29 of the Code of Federal Regulations.

(2) A State, political subdivision of a State, or interstate governmental agency may defer until August 1, 1986, the payment of monetary overtime compensation under Section 7 of the Fair Labor Standards Act of 1938 for hours worked after April 14, 1986.

**SPECIAL DETAILS, OCCASIONAL OR SPORADIC EMPLOYMENT, AND SUBSTITUTION**

SEC. 3. (a) **SPECIAL DETAIL WORK FOR FIRE PROTECTION AND LAW ENFORCEMENT EMPLOYEES.**—Section 7 (29 U.S.C. 207) is amended by adding after subsection (e) (added by Section 3) the following:

"[(p)(1) If an individual who is employed by a State, political subdivision of a State, or an interstate governmental agency in fire protection or law enforcement activities (including activities of security personnel in correctional institutions) and who, solely at the direction of such individual's employer, is employed on a special detail by a separate or independent employer in fire protection, law enforcement, or related activities, the hours such individual was employed by such separate and independent employer shall be excluded by the public agency employing such individual in the calculation of the hours for which the employee is entitled to overtime compensation under this section if the public agency—

[(A) requires that its employees engaged in fire protection, law enforcement activities be credited with such hours and compensated for the same hours, or

[(B) facilitates the employment of such employees by a separate and independent employer, or

[(C) otherwise affects the condition of employment of such employees by a separate and independent employer."

(b) **OCCASIONAL OR SPORADIC EMPLOYMENT.**—Section
7(p) (29 U.S.C. 207), as added by subsection (a), is amended by adding at the end the following:

"(2) If an employee of a public agency which is a State, political subdivision of a State, or an interstate governmental agency undertakes, on an occasional or sporadic basis and solely at the employee's option, part-time employment for the public agency which is in a different capacity from any capacity in which the employee is regularly employed with the public agency, the hours such employee was employed in performing the different employment shall be excluded by the public agency in the calculation of the hours for which the employee is entitled to overtime compensation under this section."

(c) SUBSTITUTION.—(1) Section 7(p) (29 U.S.C. 207), as amended by subsection (b), is amended by adding at the end the following:

"(3) If an individual who is employed in any capacity by a public agency which is a State, political subdivision of a State, or an interstate governmental agency, agrees, with the approval of the public agency and solely at the option of such individual, to substitute during scheduled work hours for another individual who is employed by such agency in the same capacity, the hours such employee worked as a substitute shall be excluded by the public agency in the calculation of the hours for which the employee is entitled to overtime compensation under this section."

(2) Section 11(c) (29 U.S.C. 211(c)) is amended by adding at the end the following: "The employer of an employee who performs substitute work described in Section 7 (p)(3) may not be required under this subsection to keep a record of the hours of the substitute work."

VOLUNTEERS

SEC. 4. (a) DEFINITION.—Section 3(e) (29 U.S.C. 203(e)) is amended—

(1) by striking out "paragraphs (2) and (3)" in paragraph (1) and inserting in lieu thereof "paragraphs (2), (3), and (4)", and

(2) by adding at the end the following:

"(4)(A) The term 'employee' does not include any individual who volunteers to perform services for a public agency which is a State, political subdivision, or agency has a mutual aid agreement with the employee's wages or other terms or conditions of employment because on or after February 19, 1985, the employee asserts coverage under Section 7 of the Fair Labor Standards Act of 1938 for a violation of such Act occurring before April 15, 1986.

(b) REGULATIONS.—Not later than March 15, 1986, the Secretary of Labor shall issue regulations to carry out paragraph (4) of Section 5(e) (as amended by subsection (a) of this section).

(c) CURRENT PRACTICE.—If, before April 15, 1986, the practice of a public agency was to treat certain individuals as volunteers, such individuals shall until April 15, 1986, be considered, for purposes of the Fair Labor Standards Act of 1938, as volunteers and not as employees. No public agency which is a State, a political subdivision of a State, or an interstate governmental agency is liable under Section 6 of the Fair Labor Standards Act of 1938 for a violation of Section 6 occurring before April 15, 1986, with respect to any employee of such public agency who would have been covered by such Act under the Secretary of Labor's special enforcement policy on January 1, 1985, and published in Section 775.3 of Title 29 of the Code of Federal Regulations.

DISCRIMINATION

SEC. 8. A public agency which is a State, political subdivision of a State, or an interstate governmental agency which discriminates or has discriminated against an employee with respect to the employee's wages or other terms or conditions of employment because on or after February 19, 1985, the employee asserts coverage under Section 7 of the Fair Labor Standards Act of 1938 shall be held to have violated Section 15(a)(3) of such Act. The protection against discrimination afforded by the preceding sentence shall be available after August 1, 1986, only for an employee who takes an action described in Section 15(a)(3) of such Act.

That the Senate recede from its disagreement to the amendment of the House to the title of the bill and agree to the same.

Augustus F. Hawkins, 
Austen J. Murphy, 
W.L. Clay, 
Pat Williams, 
James M. Jeffords, 
Tom Petri, 
Steve Bartlett, 
Managers on the Part of the House.

Orrin G. Hatch, 
Don Nickles, 
Robert T. Stafford, 
Howard M. Metzenbaum, 
Edward M. Kennedy, 
Managers on the Part of the Senate.

MEMBER ALERT:

Due to the importance of this new legislation, it may be important to display this article at your place of work.
NOW PENDING

Group W grievances under consideration

The following grievances are still pending and under consideration at the top level of the grievance procedure prior to arbitration:

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

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

2. Company's unilateral decision to revise the current benefit plans. Company stated that Westinghouse had directed them to implement the revised benefit plans which they had negotiated with the International office. Company further stated that it is their interpretation of the Agreement that both the Company and the Union were bound by the provisions and/or revisions of the Westinghouse benefit plans based on Sections 13.5 and 13.6 of the Agreement.

Union has taken the position that Company cannot unilaterally revise, amend or even approve the current level of benefits without meeting collectively with Local 1245 and bargaining in good faith and reach an agreement to revise, amend or improve these plans.

Monterey Peninsula TV Cable

Business Representative Ken Ball and Negotiating Committee members, Pete Gaudoin and Terry Linebarger report that Monterey Peninsula TV Cable members have approved a new three-year agreement. The new contract calls for wage increases of three percent effective November 1, 1985, November 1, 1986 and November 1, 1987.

Caps for health benefits are $8175, $8190 and $8200 for the three years, and pension coverage will start at two percent at the beginning of the second year.

Members also approved a bonus vacation on employment anniversary years during the 5th, 10th, 15th and 20th years of employment. Standby pay was increased to 82.50 per week, per year, and an additional floating holiday was added in the third year. Meal allowances were increased for the three years of the contract.

CP National - Lassen

Local 1245 members employed by CP National-Lassen, by a secret mail ballot, have overwhelmingly rejected the Company's offer of October 23, 1985 to settle 1986 negotiations.

As a result of the rejection of the Company's offer, Local 1245's Negotiating Committee requested that the parties get back to the bargaining table. The next meeting between the Negotiating Committees will be scheduled prior to the end of December. The results of further negotiations between Company and Union Negotiating Committees will be reported in next month's issue of the Utility Reporter.

Local 1245's Negotiating Committee consists of Scott Merrill, Don Raymond, Joann Villalovos, Business Representative Jack Osburn and Assistant Business Manager Orrv Owen.

CP National-South Lake Tahoe

Local 1245 members employed by CP National-South Lake Tahoe voted on November 22, 1985 to reject the Company's offer to settle 1986 Negotiations. As a result of the rejection of the Company's offer, Local 1245's Negotiating Committee, consisting of Robert C. Hansen and Business Representative John Stralla, have requested that the Company and Union Negotiating Committees return to the bargaining table. Business Representative Stralla stated that our South Lake Tahoe members "are seeking parity with our Gas Department members working at CP National-Needles."

Further developments on the status and progress of bargaining will be reported in next month's Utility Reporter.

Citizens Utilities

The arbitration of the Meal Grievances has been scheduled for February 14, 1986 at San Francisco. The parties have selected Arbitrator Gerald R. McKay to hear and decide the dispute between the parties. The basic dispute continues to involve the interpretation of the phrase "working beyond" as it appears in Section 13.12(a) and (b) of the Labor Agreement.

The Company contends that "working beyond" should be interpreted as hours worked continuously beyond the employee's regular hours on a regular work day. The Union contends that the phrase "working beyond" is to be interpreted as all hours worked beyond the employee's regular work hours and regular work days.

PUBLIC BARGAINING

Nevada Irrigation settles

Members at Nevada Irrigation District ratified a new one-year agreement effective January 1, 1986.

The new agreement calls for a three percent general wage increase, and parity with PG&E for the Yuba-Bear project. In addition, the MOU was updated from 1981 and medical coverage for current and future retirees was improved to cover most Medicare exclusions. Committee members Bill Baum, Ron Skewes, Roy Finnegan, Larry Richerson and Business Representative Ed Fortier report that the agreement was well received by the members.

Portier said that, in particular, members were pleased with the fact that bargaining over the last two years was concluded in a timely fashion.

We are grateful for your continued support through subscription and membership in the Western Labor Press Association.