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 Fidelino 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, was carried out in the dark, with 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 landed 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 policy affects all employees, Pacific Gas and Electric Company and 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).

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 plans to fight the policy, should it be implemented, are also reported in detail on page four.

Local 1245 member aids disaster victims

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 will it 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."
Federal and State Laws on Overtime

By Rollie Katz

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 additional protection of the 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 employees working in industries where wages are determined by the market. When both the FLSA and the IWC Orders apply, the more protective of the two 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 establishes what your “regular rate of pay” is for determining overtime. Under FLSA, your regular rate of pay is any rate of pay, expressed as an hourly rate, that is paid. If you are paid an hourly wage, you receive time and one-half for all hours worked beyond 40 hours in a week. If you are paid a weekly salary, your salary is divided 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 any time and one-half for overtime.

Certain “bonuses” and “premiums” are also considered to be part of your “regular rate of pay.” For example, Local 1245 members who are paid a salary are entitled to overtime at the FLSA rate.

The new amendment to the FLSA requires public employees to comply with the FLSA and other Federal laws. 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, you should call your Business Representative.

I hope this article has given you a general understanding of the law. If you have any questions, contact your Business Representative.
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 Saxsenmeier and Dorothy Fortier, and members Bob Martin and Louise Music. Pictured above are Business Representatives Fortier and Saxsenmeier seated with Louise Music, an East Bay Gas Servicewoman.

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, mudslides 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 ratepayers should know that providing reliable gas and electric service is not as easy as flipping a switch.

In Unity,
**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 public or to the employee himself or to other employees, 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 turned over 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 tests.

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 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."

"**Personal Chiropractor" designation**

On January 1, 1986, a new law took effect in California allowing 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.

**SECG, 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 chiropractor is entitled to any previously gathered records, including his or her chiropractic treatment records, medical examination records. In any case, upon request, to the services of a consulting physician or chiropractor of is 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 or chiropractor of the employee's choice at the expense of the employer. The treatment shall be at the expense of the employer.

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 Tom Dalzell, 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, so 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.

**Repeal of labeling requirements blocked by Labor**

Cal/OSHA officials, under the Denkmelian 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 require 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.
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 respective 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. 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.

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 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 grounding procedures. Assistant Business Manager Ron Fitzsimmons, who heads up Local 1245's Health and Safety program, will be closely monitoring the new procedure.

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 Morales 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.

<table>
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<th>Age 62/35 Years Service</th>
<th>Former Plan</th>
<th>Current Plan</th>
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<tbody>
<tr>
<td>$1,098.40/month</td>
<td>$1,305.20/month</td>
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<tr>
<td>9% improvement</td>
<td>9% improvement</td>
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</tr>
<tr>
<td>Age 55/30 Years Service</td>
<td>Former Plan</td>
<td>Current Plan</td>
</tr>
<tr>
<td>$899.90/month</td>
<td>$1,018.70/month</td>
<td></td>
</tr>
<tr>
<td>11.8% improvement</td>
<td>13.8% improvement</td>
<td></td>
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<tr>
<td>Age 55/25 Years Service</td>
<td>Former Plan</td>
<td>Current Plan</td>
</tr>
<tr>
<td>$791.40/month</td>
<td>$934.70/month</td>
<td></td>
</tr>
<tr>
<td>15.8% improvement</td>
<td>20.8% improvement</td>
<td></td>
</tr>
<tr>
<td>Age 55/20 Years Service</td>
<td>Former Plan</td>
<td>Current Plan</td>
</tr>
<tr>
<td>$682.90/month</td>
<td>$808.80/month</td>
<td></td>
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<tr>
<td>20.9% improvement</td>
<td>26% improvement</td>
<td></td>
</tr>
<tr>
<td>Age 55/15 Years Service</td>
<td>Former Plan</td>
<td>Current Plan</td>
</tr>
<tr>
<td>$574.40/month</td>
<td>$702.10/month</td>
<td></td>
</tr>
<tr>
<td>25% improvement</td>
<td>31% improvement</td>
<td></td>
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</tbody>
</table>

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 Fresno Substation Department personnel for PG&E's rate case before the Public Utilities Commission 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 $60 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.

Pictured above are members of Local 1245's Geysers Remote Reporting Committee. Attending a meeting with Harry Gas and other 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.

Photo: Ross Patten
Two new classifications created

On April 1, 1986, PG&E plans to begin posting vacancies for two new job classifications — Transmission Troubleman 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 Bolten (Concord), Cableman Ray Godoy (San Francisco), and Lineman Art Farhner (Guernerville) 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.

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East Bay story

Participants of the East Bay Tax Day March were held in Walnut Creek on April 11.


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**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 line live 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) Specialized equipment shall be linked to that operated by the Lineman classification.
6) Switching shall be limited to that normally performed by Troubleman.
East Bay stewards meet


March 17, 1986

1. Shall not be required to be licensed as a troubleman.

2. Classification will be transmission.

3. Normal transmission work will be performed as part of a crew and not replace the work normally performed in substations by electricians and other classification.

4. Transmission live line work is only that work limited to inspection of energized lines.

5. Night employees.

6. List of initial headquarters is attached. Further, it is Company's intent to establish approximately 22 of these positions throughout the system under the provisions of Title 205. This list of initial headquarters is attached. Further, it is Company's intent to establish approximately 22 of these positions throughout the system under the provisions of Title 205. This list of initial headquarters is attached.

7. May be required to perform splicing and/or cableman.

8. Night splicer may be upgraded from within the Division if classification inter-regionally. However, Lineman/Coilman Patrol personnel should normally be obtained from like classifications.

9. On completion of Title 206 and Title 208.

10. Overtime assignments shall be based upon the provisions of Title 212.

11. The provisions of Title 201 shall apply when working in confined spaces, manholes, etc.

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

13. The provisions of Title 206 of the Agreement.

14. Upon 30 days' written notice, Company or Union may cancel this agreement.

15. The Company will initially establish approximately 22 of these positions throughout the system under the provisions of Title 205. This list of initial headquarters is attached. Further, it is Company's intent to establish approximately 22 of these positions throughout the system under the provisions of Title 205. This list of initial headquarters is attached.

16. Overtime assignments shall be based upon the provisions of Title 212.

17. The provisions of Title 201 shall apply when working in confined spaces, manholes, etc.

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

19. The provisions of Title 206 of the Agreement.

20. Upon 30 days' written notice, Company or Union may cancel this agreement.

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22. Overtime assignments shall be based upon the provisions of Title 212.

23. The provisions of Title 201 shall apply when working in confined spaces, manholes, etc.

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25. The provisions of Title 206 of the Agreement.

26. Upon 30 days' written notice, Company or Union may cancel this agreement.

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28. Overtime assignments shall be based upon the provisions of Title 212.

29. The provisions of Title 201 shall apply when working in confined spaces, manholes, etc.

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

March 17, 1986

JACK McNALLY, Business Manager

HOWARD STIEFER, President

IBEW LOCAL UNION 1245
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
P.O. Box 4960, Walnut Creek, CA 94596
(503) 893-6090

March 17, 1986

Mr. I. W. Bonbright
Manager of Industrial Relations
Pacific Gas and Electric Company
245 Market Street, Room 444
San Francisco, CA 94104

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. Transmission Troubleman and Transmission Cableman are day employees.

2. Line structure maintenance, minor repair, replacement of hardware and relocation work will be performed as part of a crew and not replace the work normally performed in substations by electricians and other classifications.

3. Transmission Cableman will normally work with a helper or assistant and in all instances when working in confined spaces, manholes, etc.

4. Transmission Cableman, Note 2), performing transmission live line work is only that work limited to inspection of energized lines.

Very truly yours,

JACK McNALLY
Business Manager

PACIFIC GAS AND ELECTRIC COMPANY

By L. Phillips, Bert L. Phillips
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 K. Walsh
Business Manager
March 17, 1986

[Letter Agreement]

Mr. I. W. Bonbright
Manager of Industrial Relations
Pacific Gas and Electric Company
2115 Market Street, Room 444
San Francisco, CA 94106

Dear Mr. Bonbright:

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

1. 2538 Transmission Troubleman and 2290 Transmission Cableman are day employees.

2. Line structure maintenance minor repair/replacement of hardware and reinsulation 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
Manager

PACIFIC GAS AND ELECTRIC COMPANY
2115 MARKET STREET - SAN FRANCISCO, CALIFORNIA 94106 • 415-372-6587

[Letter Agreement]

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

March 17, 1986

Mr. I. W. Bonbright
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Pacific Gas and Electric Company
2115 Market Street, Room 444
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Pursuant to your telephone discussion with Ron Fdzsirmnons on March 13, 1986, Letter Agreement R4-85-136 is being signed with the following understanding:

1. 2538 Transmission Troubleman and 2290 Transmission Cableman are day employees.

2. Line structure maintenance minor repair/replacement of hardware and reinsulation 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,

Jack McNally
Manager

PACIFIC GAS AND ELECTRIC COMPANY
2115 MARKET STREET - SAN FRANCISCO, CALIFORNIA 94106 • 415-372-6587

[Letter Agreement]

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

Dear Mr. McNally:

Enclosed are duplicate originals and a copy of proposed Letter Agreement 85-136-AGE, as revised following our meeting of February 14, 1986.

It should be understood and agreed that the change in titles does not, either explicitly or by implication, change the present duties of Troublemen 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 various transmission classifications may be reclassified. However, it is in our expectation that the addition of the Transmission Troubleman and Cableman will provide the time for the present Patrolmen to do a more complete job on the distribution system.

Sincerely,

[Signature]
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 759,766.01
  American Savings & Loan—certificates of deposits 1,319,965.39
  Cash funds 5,200.00
  Total General Fund $2,125,384.02

Savings Accounts and Stock Fund at cost—
  Supplemental Retirement—Severance Fund $ 68,514.11
  Checking Account—Political Donation Fund 13,056.02
  Total cash and Stock Fund at cost 2,205,954.15

Fixed assets:
  Automobiles (40) at cost 495,353.33
  Less: allowance for depreciation 300,489.82
  Furniture and office equipment—at cost 300,489.82
  Less: allowance for depreciation 205,861.27
  Total assets $2,651,042.65

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
  Total Liabilities and Equity $2,651,042.65

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 $ 66,883.49

Receipts:
  Interest 5,327.15
  Dividends 1,965.09
  Total receipts and balance 7,292.24

Disbursements:
  Transfer to General Fund for forwarding to former employee 7,997.62
  Direct payment made to former employee 684.00
  Total disbursements 8,681.62

Balance, December 31, 1985 $ 66,514.11

Details of Balance:
  Five American Savings & Loan Accounts $53,124.95
  One Dodge & Cox Fund Account—at cost 15,389.16
  Total as above $66,514.11

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
  Total receipts and balance 20,516.02

Disbursements:
  Central Labor Council—COPE banquet $ 350.00
  Fresno/Madera Central Labor Council—COPE banquet 300.00
  Nevada State AFL-CIO—COPE LOCAL NO. 1245 1,000.00
  Friends of Mayor Bradley 500.00
  Robert 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 550.00
  Eddie Souza, candidate for Mayor of Santa Clara 750.00
  Total disbursements 7,460.00

Cash balance, December 31, 1985—Wells Fargo checking account $ 13,056.02
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
"BA" members' dues
Initiation fees
Reinstatement fees
Agency fees
Working dues--Outside Line
Difference in dues

Reimbursements to General Fund:
Receipts held for credit or to refund
Interest
Dividends
Refunds and reimbursements:
Loan payments--Energy Workers Center:
Interest
Principal
Health and welfare
Sale of used autos
Various other expenses
Sale of baseball caps, pins and other
From Supplemental Retirement—Severance Fund

to forward to former employee

International portion of receipts:
"A" members per capita
"BA" members per capita
Initiation fees
D.B.A.F. fees
Reinstatement fees
Agency fees

Prepaid dues
Total receipts
Total balance and receipts

Disbursements, per Page 5 of Schedule of Disbursements

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

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

GENERAL FUND

Staff salaries:
Salaries $1,986,978.66
Expenses $17,761.56
Automobile expenses $144,761.41
Automobile purchases $133,491.44

Research and Education:
Public relations $ 5,451.17
Subscriptions and publications $ 11,140.66
Industrial Health Program 1,595.22
Scholarship Fund 2,500.00

Dues for membership:
International Labor Communication Association 60.00
Consumer Federation of California 100.00
Labor Division Operating Fund 10.00
National Safety Council 100.00
KGED 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 20.00

Total 23,056.15

Office salaries:
Administration office salaries 196,199.57
Bargaining unit salaries 316,241.30

Total 514,440.87

Office expenses:
Rent 102,809.22
Telephone 130,182.60
Postage and meter expense 175,735.77
Supplies/Printing 65,821.62
Equipment maintenance 15,527.73
Data processing 94,102.78
Equipment rental 3,365.39
Message, office duties 980.30
Office utility, Los Angeles 2,290.58
Office equipment purchase 3,565.57
Utility reporter 96,383.47
Miscellaneous 768.11

Total 558,431.34

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

GENERAL FUND

Committee salaries and expenses:
Executive Board meetings $ 16,709.43
Executive Board Committee, $ 20,302.86
Executive Board Committee, $ 20,302.86
Political Education 128.48
Ways and Means 124.12
Advisory Council 354.91
Dues 354.91
Trustee Committee 6,518.82
Conference and convention 102,809.22
Grievance Committee 102,809.22
Review Committee 102,809.22
Safety Committee 102,809.22
Other conferences 102,809.22

Total 40,738.16

See NEXT PAGE
## 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
- Citizen Utility
  - 1,700.38
- Sierra Pacific Power
  - 7,532.99
- U.S. Bureau of Reclamation
  - 3,832.92
- Lynch Communication
  - 2,815.32
- Outside Line Construction
  - 2,555.17
- CP National
  - 4,241.98
- City of Lodi
  - 1,295.67
- Sacramento Municipal Utilities District
  - 40,112.42
- Merced Irrigation District
  - 489.33
- Coastal Area
  - 212.05
- Geyser
  - 185.83
- General construction
  - 1,094.17
- General construction
  - 1,780.43
- Gas meter shop
  - 1,705.43
- Gas serviceman
  - 2,840.81
- Group W Cable
  - 4,111.81
- Total
  - 38,833.37

#### Membership supplies:
- Supplies
  - 12,164.24
- International supplies
  - 1,992.00
- Shop steward supplies
  - 753.19
- Total
  - 14,909.43

#### Membership benefits:
- Group Life insurance
  - 104,879.20
- Pin award dinners
  - 10,329.83
- Unit meeting prizes
  - 650.00
- Unit drawing award
  - 650.00
- Donation in lieu of flowers
  - 1,350.00
- Unit fund, refreshments
  - 10,100.00
- Memorial bibles
  - 447.87
- Flowers
  - 440.48
- Retiree plaques
  - 343.72
- Total
  - 128,296.90

#### Payroll taxes:
- Employee portion:
  - U.S. income tax withheld
    - (414,730.84)
  - California income tax withheld
    - (98,655.22)
  - FICA withheld
    - (148,529.58)
  - SCI withheld
    - (7,823.96)
  - U.S. income tax forwarded
    - 414,730.84
  - California income tax forwarded
    - 98,655.22
  - FICA forwarded
    - 148,529.58
  - SCI forwarded
    - 7,823.96

#### Total
  - 168,290.66

#### Other disbursements:
- Legal fees
  - 63,712.61
- Hall rentals
  - 39,532.90
- Workman's compensation insurance
  - 100,969.06
- Bank loan payments, interest and principal
  - 20,815.10
- Refunds
  - 1,562.16
- Other taxes
  - 57.44
- Audit fees
  - 11,785.00
- Insurance
  - 44,641.69
- Miscellaneous
  - 312.26
- Forward Retirement–Severance received for former employee
  - 7,997.62
- Arbitration fees
  - 3,305.35
- PRD fees
  - 8,115.12
- Total
  - 310,706.66

#### Total General Fund Disbursements
  - $6,924,627.12
OWID Settles

Business Representative Jack Osburn reports that a table agreement was reached regarding the 1986 Memorandum of Understanding with Oroville-Wyandotte 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 nickel, 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.

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 2.5% 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 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 preparing the Union’s brief to Arbitrator David Nevin 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 his job. A decision is expected within the next two months.

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 referred the case to arbitration and have agreed to begin working on 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 respective bargaining activities 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 Kohran 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).

Unit 3311, Reno hosts party

Assistant Business Manager Orville 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.

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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.
Congratulations Pat!

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!

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

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.

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 & FL Bragg Agreement expires
31 Western TV Cable Agreement expires
31 L.U. 1245 Softball Tournament

JUNE

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