Dispatch Office destroyed by fire in Sacramento

Business Representative Gary Mai and Bill Paynter, of Union Line Construction, survey the shell of the Sacramento Dispatch Office after an early-morning fire destroyed the office on Monday, August 10. Dispatcher Marilee Mai reports that despite the extensive damage all the major records of hours and contributions were retrieved and not destroyed in the fire. Complete details on page five.

McNally, Clarke outline priorities

The Local Union's General Bargaining Committee continues to meet with PG&E on a weekly basis to consider working conditions and benefits in current contract talks.

Movement has been slow during this first phase of bargaining as the Local and the Company carefully explained their new proposals which were exchanged on June 15.

Early in the negotiations PG&E President Dick Clarke met with the Joint Negotiating Committee and addressed the need to look seriously at ways to become more efficient and productive. He cited new developments and problems in the utility industry namely competition: the Qualifying Facilities industry, such as windmill farms and co-generation units; and the Diablo Canyon rate case, which he stated must be faced in General Bargaining. He urged both sides to mutually find ways to solve problems.

Business Manager Jack McNally has recognized the difficulties facing see PAGE TWELVE

GC proposals exchanged with PG&E in July

Participants on the General Construction Sub Committee include, L-R, Fred Pedersen, Gary Dabney, Daniel Robertson, Al Calleros, Assistant Business Manager Roger Stalcup and Barry Humphrey, shown above preparing proposals for General Bargaining with PG&E.

A special General Construction Sub Committee has been appointed to the General Bargaining Committee. The Sub Committee has prepared new proposals and exchanged them with PG&E.

First meetings with the Company were held on August 3 and 4 at Local Union Headquarters. Assistant Business Manager Roger Stalcup is spokesman for the Local's Sub Committee which is comprised of members: Fred Pedersen, Al Calleros, Gary Dabney, Barry Humphrey and Dan Robertson.

All new contract language which has been proposed is printed in bold face italic type. Language proposed for deletion is set off in [square brackets] in these Local Union proposals.

TITLE 106. STATUS

106.5 REGULAR STATUS
  (b) General Construction
  (1) General Construction employees shall be designated as casual or regular. A regular employee who has completed less than one year of service shall not be eligible for per diem expenses as provided in Section 301.4 until the employee is transferred to a job location more than 25 road miles from the city hall of the city or town in which the employee was hired or rehired. If the hiring or rehiring location is not established within the limits of a city or town, the 25 road miles will be measured from the principal intersection of the main business district.

TITLE 301. EXPENSES-FIELD EMPLOYEES

301.3 RESIDENCE DEFINITION
An employee's Residence and Residence Area shall be determined and used to establish eligibility for expense allowances in accordance with the following:
(a) Unchanged.
(b) Unchanged.
(c) An employee who is newly hired, rehired more than 18 months (one year) after layoff due to lack of work or rehired after any other type of termination must designate a Residence as defined in Subsection 301.3(a). However, this employee shall not be eligible for per diem expenses as provided in Section 301.4 unless the employee is transferred to a job location more than 25 road miles from the city hall of the city or town in which the employee was hired or rehired. If the hiring or rehiring location is not established within the limits of a city or town, the 25 road miles will be measured from the principal intersection of the main business district.
(d) Unchanged.
  (1) Unchanged.
  (2) Unchanged.

301.4 EXPENSE ALLOWANCES
Subject to the provisions of this Title, employees who provide their own board and lodging shall be entitled to per diem expense allowance as follows:
(a) Each scheduled day an employee works in the basic workweek or is prevented from performing such scheduled work by inclement weather condi-
**DUE PROCESS**

**Skelly rights for public employees**

By Rollie Katz

Local 1245’s members who work for public entities in California (except for federal agencies) enjoy certain constitutional rights which are commonly known as “Skelly rights.” Public employees have Dr. John Skelly, a State employee, to thank for these important job protections as it was he who successfully challenged the State’s disciplinary procedures. His challenge ended up before the California Supreme Court.

**The Supreme Court** ruled in Skelly v. State Personnel Board, 15 Cal. 3d 194, 124 Cal. Rptr. 14 (1975) that permanent public employees have a constitutionally protected property interest in their job which they cannot be deprived of without first receiving procedural due process. Specifically, the Court held that before a public employee can be fired his/her employer must give him/her written notice of its intent to discipline him/her. That notice, which is commonly called a “Skelly Notice,” must include a statement of the charges and the facts upon which they are based. The employer must tell the employee in the Skelly Notice that he or she may respond to the charges in writing or orally before the discipline is imposed. The employer must also provide the employee with copies of all materials the disciplinary action is based upon. Typically, the employee responds orally at a meeting with the employer which is known as a “Skelly Hearing.” The employee cannot be fired until after he/she has received all of these.

Skelly rights (including the Skelly notice and Skelly hearing unless he/she waives the hearing).

**The Skelly notice** must list the specific charges against the employee. This is an important safeguard because it requires the employer to tell the employee precisely what infraction it alleges that the employee committed. Although the Skelly hearing does not have to be a full evidentiary hearing (witnesses, crossexamination, etc.) the employee must be given an adequate opportunity to tell his/her side of the story.

Thus, the Skelly decision insures public employees the right to be given adequate notice of the employer’s intended action and the opportunity to respond. Notice and the opportunity to be heard are, of course, basic to due process.

Since the Supreme Court issued the Skelly decision, it has decided several cases which have answered several questions the Skelly case did not.

1. In Civil Service Association, Local 400 et al. v. City and County of San Francisco, et al., 22 Cal.3d 552, 151 Cal. Rptr. 129 (1978) the Court held that employees who are suspended for five days or less are not entitled to a Skelly Notice and Hearing before they are suspended so long as they are given notice and the opportunity to respond within a reasonable time after the suspension. Thus, the rule is that a public employee does not have to be given a Skelly Notice and Skelly Hearing for minor discipline, i.e. suspensions of five days or less, so long as the employee is provided those rights soon after the suspension. However, an employer must provide an employee with a Skelly Notice and a Skelly Hearing before it disciplines an employee if it intends to suspend the employee for more than five days. Ref: Don’t Fire Him/Her.

What happens if the employer fails to give the employee a Skelly Notice and a Skelly Hearing? The Supreme Court held in Barber v. State Personnel Board, 18 Cal.3d 395, 134 Cal. Rptr. 206 (1976) that an employee who is denied his/her Skelly rights is entitled to full back pay from the date the discipline commenced until the date he/she has a hearing on the discipline (e.g., Civil Service Board hearing or arbitration). However, the discipline is not reversed because of the Skelly violation, a separate decision is made on the merits of the discipline.

The Skelly rights discussed in this article are separate and distinct from the rights Local 1245’s members enjoy under their Local 1245 MOUs with their public employers and their rights under their employer’s civil service or personnel rules. Local 1245’s members who are disciplined under a separate decision made on the merits of the discipline are generally able to appeal the discipline through a grievance procedure and/or a civil service appeal system. Of course, any Local 1245 member who is disciplined or threatened with discipline should contact their business representative immediately. He or she will be familiar with the nuances of each agency’s MOU and rules and regulations.
Bargaining challenges faced by Local Union

The pace of negotiations with PG&E is beginning to pick up as we move through August. The parties are modifying their positions and trying to gain acceptance from each other. On some issues, each side has strong feelings and will be reluctant to change their position. However, with some creative thinking these types of issues can be worked out. This is the process of collective bargaining.

Last month’s issue of this publication contained both the Union’s initial proposal and the Company’s initial proposal. The collective bargaining process will radically change these proposals and meld them into one package to which, hopefully, the parties can agree.

The thrust of the Company’s proposal is basically to provide more flexibility and to control costs in order to compete in the new competitive utility industry.

In addition, the Company is very concerned about the Diablo Canyon rate base case and the effect on the Company’s financial status.

We, too, have some concerns relative to job security, particularly in light of recent displacement and bumping that seems to continue, and the ability to maintain the economic levels that our members have realized.

We are continuing a schedule of two meetings a week. As the parties come closer together on these issues, bargaining will become more intense with more meetings scheduled. We have a goal of October 1 to reach a tentative agreement, and I am confident we can reach that goal.

In Unity,

[Signature]

IBEW 1245 Business Manager

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[Signature]

IBEW 1245 BUSINESS MANAGER
From Cal/OSHA Reporter Vol. 14, No. 25

When Governor George Deukmejian signed the state budget on July 7, he trimmed back the amount the legislature had put back in for Cal/OSHA but decided to retain the Cal/OSHA appeals and standards boards.

State Title 8 occupational safety and health standards will continue to be enforced at state and local government worksites after July 1, the date on which Federal OSHA assumed jurisdiction over private sector places of employment. The Division of Safety and Health (DOSH) will also continue to administer the state safety programs for elevators, aerial passenger tramways, amusement rides and pressure vessels as well as radiological health and mine safety training.

Compliance with state regulations for the public sector will be enforced by DOSH from offices in San Francisco, Sacramento and Van Nuys. The other 23 Cal/OSHA compliance offices will be phased out, but the five Cal/OSHA Consultative Service offices will remain in place.

The U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) will enforce federal standards in the private sector from five field offices, with additional offices to be established later, according to the DIR announcement.

At worksites which contain both public and private sector employers - such as most public works construction projects - the public agency employees will code under state standards while federal standards will apply to the private sector. However, Federal OSHA would find compliance with Title 8 rules acceptable.

Cal/OSHA investigations of private sector worksites, ongoing or logged but not pursued as of July 1, are being referred to Federal OSHA for their review and action as appropriate. Ongoing public sector investigations will continue.

Public sector employers should continue to direct appeals of citations issued by the Division of Safety and Health to the Cal/OSHA Appeals Board. Requests for variances from current state standards should be directed to the Cal/OSHA Standards Board until further notice, according to The Department of Industrial Relations.

The California Labor Federation has asked the state Supreme Court to overrule the governor's dismantling of Cal/OSHA. The suit, filed July 9, charges that Deukmejian infringed on the rights of the Legislature in violation of Article XIV, Section 4, of the California Constitution.

The suit was filed in Henning's name on behalf of the 1.7 million California members of AFL-CIO unions. It asks for a writ of mandate requiring the governor to restore $7 million budgeted by the Legislature for Cal/OSHA and deleted by him.

CAL/OSHA status reviewed

First citation from Fed/OSHA reported to Local

One of our major employers was recently cited by Federal OSHA in Sacramento. The Local Union received notification of the July 24 citation in a letter also dated July 24. In the citation an employee was cited for not wearing a protective helmet, and for parking a truck without setting the parking brake. Included in the citation was the notification that no horn, or back up direction beeper was operable, and that equipment was not properly tagged.

In the accompanying letter it was indicated that an informal conference would follow if the citation matters weren't rectified.

Assistant Business Manager Ron Fitzsimmons indicated that the Local Union would be following and reviewing the procedures in all phases and aspects of the citation.

Barehanding, gloving discussed

At deadline it was announced that a second vote would be taken by the State Legislature on the matter on funding Cal/OSHA, after legislators return from a summer recess. Depending on the outcome, action is being taken by State Senator David Roberti and Jack Henning, Executive Secretary-Treasurer of the State Labor Federation to consider getting an initiative on the ballot in 1988 which would call for reinstatement of the State's Cal/OSHA program.

Chemonite poles placed on hold

After having been alerted to Chemonite pole conductivity, and injuries suffered by several of our members who were working on these chemically "wet" poles, PG&E notified Assistant Business Manager Ron Fitzsimmons on July 9, 1987 that "hold" had been placed on putting additional poles into the field and that existing poles would be tested, and only worked from bucket trucks.

At their July 21 meeting the Company recognized the need for changes to existing Accident Prevention numbers before any implementation of bare-handing or rubber glowing above 4kv.

The Task Force will take at least three months to develop and test its training program which would mean that the Company would have implementation of the program ready at the "far end of 1987" according to Company representatives.

The Company has had, and will continue to have meetings with supervisory personnel regarding intent and implementation of bare-handing and rubber glowing above 4kv.

Local supports Initiative to restore Cal/OSHA

BULLETIN

Business Manager Jack McNally and Assistant Business Manager Ron Fitzsimmons met with PG&E on July 21 and discussed the Company's plan to implement bare-handing and rubber glowing above 4kv.

The Company informed the Union that they have a time table of August 1 to put together a task force to develop a training program for Lineman on procedures for bare-handing and rubber glowing above 4kv.

The Task Force will take at least three months to develop and test its training program which would mean that the Company would have implementation of the program ready at the "far end of 1987" according to Company representatives.

The Company has had, and will continue to have meetings with supervisory personnel regarding intent and implementation of bare-handing and rubber glowing above 4kv.

The Local Union had earlier sent the results of a Lineman's Survey to the Company which strongly opposed changing any standards.

Standards still in use

The Local Union is advising all members to follow existing Cal/OSHA Safety Orders regarding bare-handing, until there is a final resolve relative to Cal/OSHA, Federal OSHA in the state.

Assistant Business Manager Ron Fitzsimmons points out that Cal/OSHA laws are still on the books, but that federal law pre-empts when the State program is not workable.

Members are asked to fill out a Hazard Report if asked to perform work outside of Cal/OSHA standards, and to notify a Shop Steward or their Business Representative.
**LOYAL UNIONISTS**

Brothers Kaatmann, Cunniffe will be missed

Word has reached Local 1245 of the death of two long-time members.

Lineman Frank Kaatmann, 72, July 30, and June 11. He had been a member of IBEW for 50 years. Kaatmann was still climbing poles when he was 70 years old, much like a lineman at least 20 years younger.

With his passing a great sense of loss is felt by his many friends in the Local and deep sympathy is extended to his wife, Doloros, and all his family.

Brother John R. Cunniffe, Jr., 59, May 27. He died April 18 following a severe illness.

His daughter Judy Newman notified the Local of her father's death in New Jersey where he'd returned in July 1986 when he first found he was ill.

Cunniffe had been an IBEW member for nearly 40 years and had worked on major construction jobs across the country, and his daughter said, "He most probably worked in every state in the continental United States."

Cunniffe wanted his hooks to go to Lineman Bobby Padilla, and his daughter has asked that anyone knowing Padilla's address, contact Curt Peterson at the Local Dispatch Office in Claremont, CA.

His family also requests that any memorial contributions be made to IBEW Local 1245 charitable funds, "because the Local meant so much to our father," his daughter said.

Deepest sympathy goes out to all his family from all of us at IBEW Local 1245.

These brothers will be missed.

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**IN MEMORIAM**

John R. Cunniffe, Jr.

March 31, 1929

April 18, 1987

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**Work picture leveling off**

In the Northern part of the state, the work picture is on the slow side with approximately 100 members employed in the Northern Dispatch area.

PG&E is apparently still reluctant to let any work out to Union contractors, according to Business Representative Tom Heyl who reports that of the 100 workers employed in the Northern area, only one third of them are working on PG&E contracts.

At this time there are two jobs from PG&E out to bid. It has not been announced as yet which has been awarded the contracts, Heyl said.

Outside Line contractor, Commonwealth Electric has been placed in the hands of a receivership, and part of the old management has regrouped and started a company named Electrion Power Systems. The new group has signed a letter of assignment, and is working most of the contracts that Commonwealth Electric had in both the north and south, Heyl said.

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**NON-INSURABLE ILLNESSES**

IBEW Local 1245 members have for the past four years been contributing to the Tanishia Dudley Charitable Memorial Fund to provide for funds for members' children who suffer catastrophic illness when insurance will not cover medical procedures.

The fund was first organized in 1983 to help provide money for a liver transplant for Outside Line member Tonia Hemphill's infant daughter, Tanishia who was critically ill. Thousands of dollars were raised but tiny Tanishia passed away before she was able to receive a transplant.

It was a heartbreaking experience for her family to deal with the pain of her illness, and to be doubly burdened by having to raise an enormous amount of money for a transplant.

Pat Dutton, wife of Lineman Bobby Dutton, stepped in and began collecting money to benefit Tanishia.

Since Tanishia's death the fund raising has continued. Pat organizes a Bar-B-Q annually in Antelope Valley that is well attended. Members spend the day picnicking and the evening dancing.

Additionally money is raised through raffling an array of door prizes at the picnic.

The main effort to continue the fund raising has been generated by Outside Line members, but the Fund is available for any member of the Local that may need help for catastrophic uninsured medical expenses for children.

"You never know when such a need may arise in your own family."

Pat Dutton said. Having funds available can be a blessing.

She encourages all members to contribute to this tax deductable fund and indicated she would be willing to discuss how to organize fund raisers with any interested members. Information can be sent to the Tanishia Dudley Charitable Memorial Fund c/o IBEW Local 1245, P.O. Box 4790, Walnut Creek, CA 94596. Inquiries for Pat Dutton on fund raising activities can be sent to the Dispatch Office in Claremont, CA.
Work Law says that an employer is required to give an employee in a nine-hour day a break in midmorning and midafternoon. Now my employer says he isn’t required to allow breaks.

Is there a work law that says how much break time an employer is required to allow? K.D., Venice

A. Your employer is right. According to Stokley Hayes, labor specialist with the Florida Department of Labor, no state laws exist that require employers to give employees breaks.

And the federal Fair Labor Standards Act also does not require meal or rest breaks for employees. The act does state that employees must be paid for all hours worked.

But Gene Bowan, compliance officer with the U.S. Department of Labor, said most employers will give their employees lunch breaks and rest periods during the workday because the employer knows he’ll get better work out of the employee.

If your boss does not think that way, you are out of luck.

The federal law was written in 1938. The act establishes minimum wage, overtime-pay, record-keeping and child-labor standards affecting more than 50 million full-time and part-time workers. It does not regulate or require vacation, holiday, severance or sick pay, meal or rest periods, pay raises or benefits.
'Talkin-Union' TV program set to air in Bay Area

A new labor-produced and directed television program will be aired this fall on September 24, 7 p.m. on Channel 60, which is based at the College of San Mateo.

The program will center around news and features about unions and their members, about the way unions work, and about the work union members do, said San Mateo County Assistant Executive Secretary Shelley Kessler, who has been active in the effort to bring a regular labor-oriented program to Bay Area audiences. California Working will cover the entire range of workplace issues and concerns — from the collaborative bargaining process, to the educational projects of labor unions, to lobbying and legislative matters, to organized labor's always-active focus on social issues, Kessler says.

"California Working will be dedicated to raising the level of communication among our unions and to bring more information to the public in general about the role of unions in our communities."

Labor-oriented television took its first stumbling step in California a little more than two years ago.

The stumbling infant was "Talkin' Union," a monthly program that started in 1984 when Paul Varacalli, head of SEIU Local 790, asked Ed Herzog, editor of the 790 paper, to go ahead and set up an educational program. "Talkin' Union" has been active in San Francisco, Sacramento, Stockton, San Jose, Eureka, Fresno and elsewhere.

"Talkin' Union" was basically an interview show filmed in the studio where there was seldom money to take cameras and crews into the field to the educational presence on public television, to communicate with the public.

Herzog, editor of the 790 paper, to go ahead and set out the state as a model for the nation. The program will focus on working people's issues, concerns and stories," he said.

On Labor Day, everyday: look for the Union label

By John E. Mara
Secretary-Treasurer
Union Label & Service Trades Department, AFL-CIO, openu#2

The first Labor Day was Sept. 5, 1882, when 10,000 union men and women marched in New York in celebration of the significant gains they had made in the workplace. Labor Day was officially proclaimed a holiday in 1894 and is today celebrated by all Americans.

Labor Day is a day honoring our forefathers in the labor movement who struggled and sacrificed so that all working Americans could enjoy dignity in the workplace and a standard of living unparalleled in the world.

Labor Day is a day to reflect so we don't lose sight of the achievements organized labor has won for all of us. Through its continuous and tireless efforts, we have the 40-hour work week, health and welfare benefits, paid vacations, child labor laws, social security, minimum wage, occupational safety and health laws and other social and economic reforms.

To further pay tribute to our forefathers and to our union brothers and sisters of today, September 7 – 12, 1987, has this year been proclaimed Union Label Week by the AFL-CIO and the Union Label and Service Trades Department, AFL-CIO. This is a week for everyone to make a commitment to the union label, and a concentrated effort to look for the union label, shop card and service button. We in the labor movement are over 13 million members strong and that is a lot of purchasing power. Just think what an impression we could make if we all exercised that power to buy American made. To maintain our standard of living and keep America strong we have to stand together in solidarity — buy what we make and patronize our organized services and facilities.

In Lee Iacocca's book he quotes a Dr. Tomio Kudo of Japan who said, "In Japan look after our own interests. What I don't understand is why your country doesn't do the same." And when India was placed under British regime and imports from Britain was putting Indians out of work, Gandhi said, "Burn all cloth from Manchester and Leeds. If you're left with one piece of homespun, wear it with dignity. There is no beauty in the finest cloth, it brings hunger and unhappiness."

So let us look for the union label, not just this designated week but every week and every day. Indeed, let us "take care of our own" and "wear our homespun with dignity."

Labor Day programs planned

Traditional picnics and programs are being planned throughout the state as Californians prepare to celebrate Labor Day on September 7.

The events include:

The 41st Annual Labor Day Breakfast of the CTA Labor Institute of Southern California at 9:30 a.m. at the Hyatt Regency Hotel, Los Angeles.

The 30th Annual Picnic of the Alameda County Central Labor Council at the County Fairgrounds in Pleasanton.

The 28th Annual Picnic of the Alameda County Central Labor Council at the County Fairgrounds in Pomona.

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GENERAL CONSTRUCTION PROPOSALS

301.18 WORK ASSIGNMENT-RESIDENCE CONSIDERATION

The parties recognize that the work of General Construction may often require working at a job location outside of an employee's residence area. The parties also recognize the Company's right to transfer employees at its discretion to perform the work assigned to General Construction. Nevertheless, it is the Company's intent to attempt to place employees as close to their residence as possible, commensurate with General Construction's work assignments. Such intent shall [may] include the exchange of headquarters between employees in identical classifications who possess similar skills, knowledge and abilities and who mutually agree to such an exchange. Further, such intent shall [may] take into consideration the possible rotation, at 6 month (reasonable) intervals, of those employees who have worked long distances from their residence areas with those employees who have remained within reasonable commuting distance of their residence areas for similar periods of time. (Amended 1-1-83)

302. HOURS

302.7 OVERTIME-HOURS CHANGE

- Paragraph 1 unchanged

(a) Unchanged.
(b) Unchanged.
(c) A further change of work hours, following an assignment as provided in Subsection (b) above, shall result in the payment of overtime the first four workdays after such further change for hours worked outside of regular work hours and outside those hours from which he was just changed. If any such situation extends beyond four [two] workweeks, Company shall [and Union may agree to] rotate the assignment of employees thereto, but in such event the overtime compensation provided for in this Section shall not exceed more than the first four workday period worked outside of regular hours. (Amended 1-1-80)
(d) Unchanged.
(e) The provisions of this Section are not applicable where:
   (1) Delete;
   (2) such regular hours of work are changed by agreement between Company and Union.
The [in neither instance shall Company shall not be required to pay overtime compensation by reason of such change.]

302.10 [PROJECTS]
Delete.

302.11 NON-CAMP CONDITIONS
A location reasonably convenient to board and lodging as referred to in Section 302.2 [and 302.10 hereof] hereof shall mean any location within the limits of an incorporated city where board and lodging are available. Where the headquarters as in an unincorporated area, a location where the board and lodging are within 15 road-miles of the headquarters or assembly point and provided further that such board and lodging are within two road miles of each other, and which is accessible by automobile. Where the headquarters as in an unincorporated area, such board and lodging may be either in an unincorporated area or in an unincorporated city. (Amended 1-1-80)

303. INCLEMENT WEATHER PRACTICE

303.4 EXPENSES
When a regular employee is directed by the foreman or supervisor to charge not to report for work on any day in the employee's basic workweek because of inclement weather, or other similar cause beyond the employee's control, the employee shall be paid the Zone 4 [3] per diem amount (as provided in Section 301.4) or his regular per diem, whichever is greater, or, if the employee lives at a Company-operated or Company-designated boardinghouse or camp, the employee shall not be charged for board and lodging on such day. (Amended 1-1-84)

304. WAGES AND CLASSIFICATIONS

304.2 TEMPORARY UPGRADE
When an employee is temporarily assigned to work in a classification higher than his regular classification he shall be paid for time worked in the higher classification at the rate therefor. Provided that such time worked is not less than two hours during the day. Such time worked may be accumulated over an eight hour period by intervals of not less than one-half hour.)

304.3 PAYDAY
Wages shall be paid at biweekly intervals on Thursdays [Fridays] for a two week payroll period ending not less than four nor more than ten days prior to the pay date, provided that if the regular pay date falls on a holiday payment shall be made on the preceding work day.

305. JOB BIDDING AND PROMOTION

305.1 BIDDING ON DIVISION JOBS
Any regular employee of General Construction who is in the unit described in Section 300.1 may submit a bid by the United States or Company mail to Company, on any job (permanently or temporarily) under the provisions of Title 305 and such bids will be entitled to consideration as provided for in such Title. (Amended 1-1-80)

305.5 PROMOTION (ONE[ TWO] OR MORE YEARS SERVICE)

Employees who have [one] two year[s] or more of continuous Service with Company (as defined in Section 106.1) shall be given preferential consideration as follows for promotions occurring in the department of General Construction in which they are employed:
(a) Unchanged.
(b) Unchanged.
(c) Unchanged.

See NEXT PAGE
306.1 EMPLOYEES (ONE [TWO] OR MORE YEARS SERVICE)
The provisions of this Title 306 which are applicable to regular employees with one [two] years or more of Service in cases of displacement, demotion or layoff for lack of work shall be paid overtime for regular hours unless provisions of Section 308.14 are applicable: (2) on non-workdays during regular work hours he shall be paid overtime compensation only for actual work time as provided in Section 308.6 and for actual work time up to regular work hours unless the provisions of Section 308.14 are applicable.

306.2 BUMPING (ONE [TWO] OR MORE YEARS OF SERVICE)
(a) An employee who has one [two] or more years of Service and who is to be transferred under the provisions of Title 600 and Exhibit VIII and Exhibit A of the Agreement applying to Office and Clerical Employees.

306.3 BUMPING INTO [FILLING] A BEGINNER’S CLASSIFICATION (VACANCY) IN DIVISION
An employee with five or more years of Service who cannot be transferred under the provisions of Title 600 and Exhibit VIII and Exhibit A of the Agreement applying to Office and Clerical Employees.

306.4 REHIRE
(a) A regular employee who is eligible for rehire and who has been laid-off for lack of work for a period not in excess of 16 months (one year and two [two] or more years of Service at the time of layoff shall be entitled to any travel time and meal time to which he is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight hour rest period.)

306.5 DEMOTION INTO UNIT FROM OUTSIDE [DISPLACEMENT]
(a) A supervisor or any other employee who was not at the time of demotion a member of the collective bargaining unit, but who formerly worked in a classification which is in such a unit, may be demoted for any reason other than lack of work into a classification in such unit provided that they have not been out of the bargaining unit in excess of 48 months and that no employee in such unit shall be displaced by such action.

(b) In cases where a demoted employee is placed in a classification that is lower than the classification held prior to leaving the bargaining unit subject to Subsection 306.1(a), such employee would have obtained an offer of employment in the bargaining unit. [Added 1-1-84]

306.6 BUMPING INTO [FILLING] A BEGINNER’S CLASSIFICATION (VACANCY) IN DIVISION
An employee with five or more years of Service who cannot be transferred under the provisions of Title 600 and Exhibit VIII and Exhibit A of the Agreement applying to Office and Clerical Employees.

306.7 LAYOFFS
(a) Unchanged.
(b) Unchanged.
(c) A placement under the provisions of this Section shall count as a transfer under the provisions of Subsection 205.5(b) or subsection 18.5(b), as applicable, after one year, if the employee cannot be placed back into General Construction. [Amended 1-1-84]

306.8 PREARRANGED OVERTIME
When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on workdays outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation for travel time from his living quarters and for actual work time up to regular work hours unless provisions of Section 308.14 are applicable: (2) on non-workdays, if such employee continues to work into or beyond regular work hours, travel time only from his living quarters shall be paid for, and (3) on non-workdays during regular work hours he shall be paid overtime compensation only for actual work time. For the purpose of this Section prearranged work shall be deemed to be work for which advance notice has been given at least 24 hours prior to the end of his prearranging period on a workday.

306.9 COMPENSATORY TIME OFF
Employees shall not be required to take equivalent time off during a workday in lieu of overtime compensation.

306.10 MAXIMUM TRAVEL TIME
The maximum time for which travel in any one direction shall be paid under the provisions of Section 308.8 shall be one [half] hour.

306.11 SUPERVISORIAL DEMOTION
Delete.

306.12 DEMOTION INTO UNIT FROM OUTSIDE [DISPLACEMENT]
(a) A supervisor or any other employee who was not at the time of demotion a member of the collective bargaining unit, but who formerly worked in a classification which is in such a unit, may be demoted for any reason other than lack of work into a classification in such unit provided that they have not been out of the bargaining unit in excess of 48 months and that no employee in such unit shall be displaced by such action.

(b) In cases where a demoted employee is placed in a classification that is lower than the classification held prior to leaving the bargaining unit subject to Subsection 306.1(a), such employee would have obtained an offer of employment in the bargaining unit. [Added 1-1-84]

306.13 REST PERIODS
If an employee has worked for eight hours or more at the overtime rate during any 16 hour period, beginning with the beginning of his regular work hours on a workday he shall be entitled to a rest period of eight consecutive hours on the completion of such overtime work.

(a) There shall be included as part of the eight hours worked at the overtime rate in such 16 hour period any travel time and meal time to which the employee is entitled when emergency or prearranged work is performed. Travel time and meal time to which he is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight hour rest period.

(b) Unchanged.
(c) Unchanged.
(d) Unchanged.
(e) Unchanged.

(f) (1) If the rest period overlaps his regular work hours but does not extend into the second half of his workday, he shall be paid overtime compensation only for travel time as provided in Section 308.6 and for actual work time up to regular work hours unless provisions of Section 308.14 are applicable: (2) on non-workdays outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond regular work hours, travel time only from his living quarters shall be paid for, and (3) on non-workdays during regular work hours he shall be paid overtime compensation only for actual work time. For the purpose of this Section prearranged work shall be deemed to be work for which advance notice has been given at least 24 hours prior to the end of his prearranging period on a workday.

306.14 REST PERIODS
If an employee works for eight hours or more at the overtime rate during any 16 hour period, beginning with the beginning of his regular work hours on a workday he shall be entitled to a rest period of eight consecutive hours on the completion of such overtime work.

(a) There shall be included as part of the eight hours worked at the overtime rate in such 16 hour period any travel time and meal time to which the employee is entitled when emergency or prearranged work is performed. Travel time and meal time to which he is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight hour rest period.

(b) Unchanged.
(c) Unchanged.
(d) Unchanged.
(e) Unchanged.

(f) (1) If the rest period overlaps his regular work hours but does not extend into the second half of his workday, he shall be paid overtime compensation only for travel time as provided in Section 308.6 and for actual work time up to regular work hours unless provisions of Section 308.14 are applicable: (2) on non-workdays outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond regular work hours, travel time only from his living quarters shall be paid for, and (3) on non-workdays during regular work hours he shall be paid overtime compensation only for actual work time. For the purpose of this Section prearranged work shall be deemed to be work for which advance notice has been given at least 24 hours prior to the end of his prearranging period on a workday.

306.15 TECHNOCAL CHANGES
Company shall continue to provide Union with as much notice as practicable of technological changes in its business which may have a significant effect on its work force. In such circumstances, Company and Union shall then meet to adopt appropriate solutions, such as retraining or special placement, or other procedures before Company implements the provisions of Title 206, 306 and 19 of the Physical and Clerical Agreements.

TITEL 306. OVERTIME
306.1 DEFINITION
Overtime is defined as (a) time worked in excess of 40 hours in a workweek, (b) time worked in excess of eight hours on a workday, or (c) any travel time and meal time to which he is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the rest period.
Special meetings to consider ratification of a new Pacific Tree tentative agreement are being set up by Business Representatives in the field. The tentative agreement was reached on July 29 at a negotiations meeting with the Company in Concord.

A previous offer was rejected by our members in May of this year. Members had opposed "job siting" language and "grievances" related to job siting in the May offer.

During all the negotiations, the Local's committee faced the same hard realities in the tree industry which has been strongly affected by non-union, low-paying contractors competing for PG&E contracts.

The Sacramento Region contract was recently awarded to non-union companies whereas Pacific Tree had held the contract in that area for the past 20 years.

Here is the tentative offer our members will be considering:

**PACIFIC TREE-LOCAL 1245, I.B.E.W.**

**BARGAINING TABLE TENTATIVE SETTLEMENT**

**JULY 29, 1987**

**ARTICLE III**

3.2 Employees shall report to work at pre-determined assembly points and shall return thereto at the conclusion of the day’s work; and the time spent in traveling between such assembly points and the job site shall be considered as time worked.

3.2(a) **Job Siting (Effective as of Ratification Date)**

In all divisions except Stockton, the parties agree that when required by customer contract, Company requires employees to report to a job site at the normal starting time on a regularly scheduled work day and releases the employee from the job site at the normal quitting time on that day. All employees who have completed their probationary period will be paid $8.00 per hour at the overtime rate ($11.25) strictly for the time spent travelling to and from any pre-determined assembly point within the employees’ designated headquarters area and the job site.

In the event of a crew shut-down before normal quitting time on a regularly scheduled work day, travel time from job site to assembly point shall be paid at the straight time job-siting rate at $8.00 per hour.

**ARTICLE VIII**

8.1 The wages to be paid employees of the Company covered by this Agreement shall be as follows, effective January 1, 1987:

- **Working Foreman**
  - 1 Year: $11.18
  - 6 months: 10.37
  - Start: 10.21

- **Leadman**
  - $10.10

- **Climber**
  - $10.06

- **Apprentice Trainee**
  - 18 Months: 8.49
  - 12 Months: 8.97
  - 6 Months: 8.15
  - Start: 7.47

- **Groundperson**
  - 6 Months: 8.85
  - Start: 5.83

**Groundperson**: An employee, under supervision of a Working Foreman, or Leadman, who is engaged in repetitive, unskilled work such as brushing, raking, digging, loading brush, and clearing rights-of-way. May use power saws and feed chippers. In addition, may work alone for the sole purpose of applying growth retardant material and clear around poles.

**Leadman**: An employee who is in charge of a crew of not more than four men, including himself, engaged in "right of way" clearing, pole treating, and spraying of vegetation around poles, towers, substations or other facilities.

**NOTE:** All employees in Stockton Division who are currently or who have previously performed pole clearing during the calendar year 1987 shall be paid at the Leadman rate ($10.10 per hour) and will continue to receive the Leadman rate, plus any negotiated increases, for performing pole clearing work during the term of Company’s contract with Pacific Gas and Electric Company (12-31-1988).

**ARTICLE XVIII—TERM**

18.1 This Agreement shall take effect as of January 1, 1987, and shall continue in full force and effect until midnight December 31, 1987. The Union will withdraw its grievances on job siting and Leadman classifications in the Growth Retardant Program in the Colgate, De Sabla and Shasta Divisions. (Union letter dated March 24, 1987.) The Union will withdraw its grievances on the Stockton Division pertaining to employees reporting for work to exercise their bumping rights. (Union letter dated March 19, 1987.)

Upon notification by the Company, the parties agree to open the Agreement for the sole purpose of negotiating project agreements to remain competitive and maintain job security for bargaining unit employees.
**ARBITRATION CASE NO. 144:**

**Meter Reader discharged for ‘curbing’ one meter**

Arbitrator Barbara Chvany upheld the discharge of a Meter Reader for ‘curbing’ one meter. The Arbitrator concluded that the single entry by the Meter Reader for a meter which had been removed could not be explained by error, and that the Meter Reader had full knowledge of PG&E’s “well publicized Company rule against entering readings for meters that have not, in fact, been read.”

In arguing for a less severe level of discipline, the Local Union contended that, prior to the grievant’s discharge that the Company had not treated curbing as an automatically dischargeable offense in the same Division, but as one which would subject an employee to progressive discipline. The Union pointed out several examples back to 1982.

Arbitrator Chvany pointed out that the Company has more recently taken a stricter view of the curbing offense, and in the same month as the grievant’s discharge, did discharge another Meter Reader for curbing, and that the discharge was upheld in Arbitration Case No. 129.

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**WAPA bargaining begins in Denver**

In early July, proposals from the Government Coordinating Council (GCC) #1 were exchanged with WAPA representatives. Barry Mortonmyer and Buster Boatman.

Negotiations got underway August 10 in Denver, Colorado, and were expected to continue for about two weeks. Business Representative Rich Hafner, who is Council Chairman, said:

On the local level, the GCC #1 negotiators will be facing a 3% cap and a 90-day rollback.

Participating delegates from the Local Unions on the Council will include Richard Perry, L. U. 1245; Gary Maynard, L. U. 640; Randy Rau, Local Union 1759; Neis Krogh, L. U. 2159; Brian Pieper, L. U. 1599; and Chairman Hafner.

Management committee members will include Mortonmyer, Boatman, Bob Fodness, Dave Onstad, Larry Eltis and J. M. Shaler.

In mid-July delegates met in Reno for an IBGW-G.C.C. #1 meeting where representatives from WAPA had been invited to address the second phase of a productivity review, and new travel regulations.

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**City of Lodi ratification**

Business Representative Pete Dutton reports that members at the City of Lodi ratified a nine-month MOU extension effective July 5, 1987 to April 9, 1988, at a special meeting on July 1.

A three-year Memorandum of Understanding at Thermalito Irrigation District provides for a general wage increase to equal the amount of the annual Cost of Living Adjustment granted to all District employees effective July 17 each year, based on the Consumer Price Index. The CPI increase for 1987 is 3.7%.

Term of the new MOU is July 1, 1987 to July 1, 1990. Business Representative Ed Fortier indicated that the new MOU was in effect August 1, 1987.

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**Thermalito members approve 3-year pact**

A new three-year contract, August 1, 1987 to July 31, 1990, is in effect at Mt. Wheeler Power, Inc. Business Representative Mack Wilson said that gains were made in wages, expenses, meal provisions, and flexibility of hours.

New contract at Mt. Wheeler

A new three-year contract, August 1, 1987 to July 31, 1990, is in effect at Mt. Wheeler Power, Inc. Business Representative Mack Wilson said that gains were made in wages, expenses, meal provisions, and flexibility of hours.

The new meal provision provides that "meals or pay equivalent to be provided by the company if an employee is required to report to work two or more hours prior to the beginning of a shift, or is required to perform work two or more hours beyond regular work hours. Maximum meal allowances under the new contract are: breakfast, $6.50; lunch, $8.60; and dinner, $12."

New hours’ provisions provide that, “work may be scheduled between the hours of 6:00 A.M. and 6:00 P.M. A letter of understanding is to be drafted and approved by the Company and Local 1245 which will enable flexible work scheduling arrangements on an individual-employee, or work-craft basis, by mutual agreement between the involved employees and the company."

Working on the Negotiating Committee along with Business Representative Wilson were members Sue Galley, and Tim Pridy.

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**Sub Committee Meets**

A Meter Reader Sub Committee comprised of, upper photo L-R, Staff Attorney Tom Dalzell, Art Garza, a Service Representative, Santa Cruz, and member of the General Bargaining Negotiating Committee; Meter Readers, Christine Lay, and lower photo L-R, Bob Blanc and Jerry Takeuchi have met with PG&E to discuss implementation of electronic meter reading, route time average system, and Company and Union proposals to change the Meter Reader agreement. The major disagreement to date has been the Company proposal to eliminate the 6:30 a.m. starting time option during summer months and the Union proposal for assignment of personal computer work associated with electronic meter reading. On July 24, the Company informed the Union that all plans for bi-monthly read pilot programs are on hold and that the earliest possible pilot program would be in Spring, 1988, subject to PUC approval.
McNally, Clarke outline goals, priorities

From PAGE ONE the Local in this set of bargaining, but has continued to stress that our history of bargaining with PG&E has time after time produced settlements which have produced fair wages and working conditions while addressing new technologies and increased productivity.

When McNally addressed the joint Bargaining Committee he pointed out that the Local Union has dealt with efficiency and productivity, and that the Union is opposed to cutting wages and benefits, and to any indiscriminate deletions to contract provisions. He also stated that the Local Union is willing to explore all avenues to reach an acceptable agreement.

The Local's Committee has issued four bulletins to date, to keep members informed of bargaining activity. In their latest bulletin the Committee announced agreement on a few proposals. The two most significant proposals relate to benefits, including reduction of vesting requirements from 10 years to five years effective January 1, 1989, and to provide a spouse option to the spousal provisions.

Temporary assignment

Mike Haentjens.

Mike Haentjens, an Advisory Council member, and active Shop Steward at Diablo Canyon began serving as a temporary Business Representative in South Coast Valleys on July 1. He was appointed to this assignment by Business Manager Jack McNally to cover Business Representative Dave Reese's assignment while Reese is on sick leave. Haentjens is an Electrician at Diablo and previously worked in General Construction. To contact Haentjens, call (805) 481-4547.

Low rates offered

Local Union members are continuing to request auto insurance quotations from AIGM Insurance Service which is providing a special low rate Local 1245 plan.

AIGM reduced their rates earlier this year when most companies increased rates. AIGM representatives reported.

Some of our union members have cited significant savings in switching to AIGM's Local 1245 plan, since the plan got underway in March.

To make sure that you're not missing out on potential savings you can call for a quotation at (800) 442-9378.

When seeking a quotation it is important to provide the same information that was used in rating your present policy.

Differences in coverage, use of vehicles, driving records and other pertinent data could cause an inaccurate quotation to compare with current policies.