



UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

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

Dispatch Office destroyed by fire in Sacramento

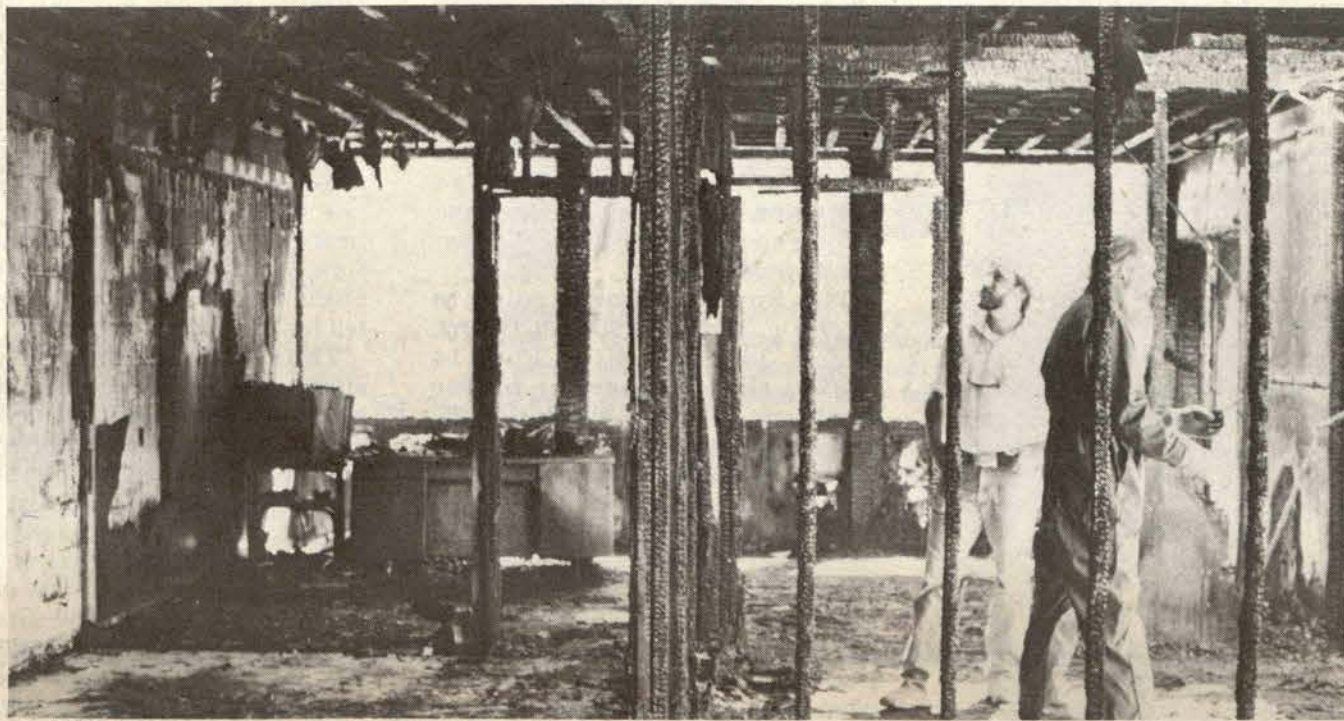


Photo: Carol Bedsole

Business Representative Gary Mai and Bill Paytner, 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.

GC proposals exchanged with PG&E in July

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 extended by layoffs or absences of 30 consecutive days or more, may be terminated for inadequate work performance without recourse to the grievance procedure.]

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 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 city hall of the nearest city or town. If there is no city hall in the aforementioned 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-



Photo: Carol Bedsole

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.

See PAGE EIGHT

YOUR LEGAL RIGHTS



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

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, cross-examination, 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. In *Civil Service Association, Local 400 et al. v. City and County of San Francisco, et al.*, 22 Cal.3d 552, 150 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, demote him/her or fire him/her.

What happens if the employer fails to give the employee a Skelly Notice and 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 MOU's with their public employers and their rights under their employer's civil service or personnel rules. Local 1245's members who are disciplined after receiving a Skelly Notice and Skelly Hearing 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.

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WIPA

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Legal Questions ?

**Contact IBEW Local 1245's
Legal Service Plan**



**In California
(800) 652-1569**

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APPOINTMENTS

PACIFIC GAS AND ELECTRIC COMPANY

Ad Hoc Transmission/Troubleman Committee
Art Fahrner
Bob Bustamante

General Construction Negotiations Subcommittee

Al Calleros
Gary Dabney
Barry Humphrey
Daniel Robertson
Fred Pedersen

OAKDALE IRRIGATION DISTRICT

Oakdale Irrigation District Negotiating Committee

Maribeth Burd
Mark Clements
Mike Evans

CONFERENCES AND CONVENTIONS

California Labor Federation Conference on Plant Closures and Displaced Workers

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Orville Owen
Marsha Barker
Ronda Drew

IBEW Ninth District Industrial Conference

Janice Davis
Anne Spencer
Marsha Barker
Sally Peden
Ronda Drew
Ellisteen Fells
Lois Barker
Patty Gray
Doris Harrington
Marie Pryor

POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



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,

Jack McNally

Calendar

AUGUST

20 Trustees
21 Safety Committee
22 Lynch Farewell Picnic
28 Executive Board

25 Executive Board
26 Golf Tournament, Alameda

NOVEMBER

8 Advisory Council
12 Trustees
20 Safety Committee
25 Trustees

SEPTEMBER

3 Trustees
7 Labor Day: See Pages 6-7
11 Pin Dinner, Marysville
17 Trustees
18 Safety Committee
18 Pin Dinner, Auburn
19 5th Annual IBEW Golf
Tournament, San Ramon

DECEMBER

10 Trustees
18 Safety Committee
* Executive Board
24 Trustees

Unit Meeting changes

Here are recent changes in Unit Meeting Schedules:

Unit	Incorrect Date	Correct Date
1123 Merced	November 4	November 18
2317 Antioch	October 12	October 13
4013 Alturas	November 4	November 11
3814 Woodland	September 1	September 3
	October 6	October 1
	November 3	November 5
	December 1	December 3
	Incorrect Address	Correct Address
3811 Sacramento	8021 Florin Ave.	8360 Florin Rd.

Cal/OSHA status reviewed

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 Consultation 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/OSH Appeals Board. Requests for variances from current state standards should be directed to the Cal/OSH 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

Local supports Initiative to restore Cal/OSHA

Mr. John F. Henning
Executive Secretary-Treasurer
California Labor Federation
417 Montgomery Street, Suite 300
San Francisco, CA 94104

Dear Jack:

It appears now that the only chance that Cal/OSHA has is the law suit the Federation is currently pursuing.

Keeping in mind that the California Supreme Court is now a Deukmejian court, I believe the California labor movement should begin to formulate other strategies to reinstate Cal/OSHA.

I believe support can be gathered to place a proposition on the ballot for California voters. I suggest that through the California Labor Federation a committee or an organization be established to accomplish such an action.

I am not familiar with the time table to place such an initiative on the 1988 ballot, but I believe we should make every effort to do so.

I suggest that the Health and Safety Committee of the Executive Council and any other people you may suggest hold a meeting to discuss the possibilities and strategies.

I am willing to provide any assistance I can in the effort.

Faternally,

Jack McNally
Jack McNally
Business Manager

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's Bureau of Investigations (BOI) has no federal counterpart. Governor Deukmejian has given it one month to complete its work. This means the four remaining criminal investigators, working under the direction of Chief Counsel Michael Mason, have until August 1 to close their investigations of approximately 20 cases and pass their files on to local prosecutors, if appropriate.

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 directional 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.

BULLETIN

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 a "hold" had been placed on putting additional poles into the field and that existing poles would be tested, and only worked from bucket trucks.

Barehanding, gloving discussed

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 barehanding and rubber gloving 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 barehanding and rubber gloving 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 barehanding and rubber gloving above 4kv.

At their July 21 meeting the Company recognized the need for changes to existing Accident Prevention Rules before any implementation of barehanding or rubber gloving above 4kv. Additionally the Company is awaiting a final resolve on Cal/OSHA status before initiating changes to standards.

The Company gave the Union an outline and agenda of the proposed

meetings with supervisors, including results of a survey which California Utilities had conducted.

The Company has expressed desire to keep the Union fully informed, and to appropriately discuss any proposed changes.

McNally and Fitzsimmons stressed our members concerns for any changes in existing safety practices regarding barehanding and rubber gloving 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 barehanding, 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.

Dispatch Office destroyed by fire in Sacramento

A fast moving fire destroyed the Sacramento Dispatch office early Monday morning, August 10.

Firefighters were quick to respond to a 3:16 a.m. call alerting them to the blaze. Flames, which had engulfed the second-story rented offices of the Local, were quickly extinguished, but only after gutting the entire office area, with only charred timbers remaining in the office interior. Three firefighters were injured when the roof collapsed. They were hospitalized, treated and released, but unable to immediately return to work. Cause of the fire is still under investigation.

Somehow, despite the intense inferno, vital records of hours, and contributions were retrieved, along with six scorched filing cabinets.

Dispatcher Marilee Mai heard news of the fire on TV, as she was getting ready for work on Monday, then she immediately notified Local Union Headquarters in Walnut Creek.

Both Business Representatives Tom Heyl, and Gary Mai reported to the Sacramento office site to begin salvage efforts, along with Union Line Construction Contractor, Bill Paynter, and members from Union Line, Bob Cross, and Michael Ortiz, who volunteered to help retrieve the remaining files.

Also quick to lend support were Bill Brockmann and Frank Lazard of the Joint Apprentice Training Committee, who offered temporary office space at JATC offices, 370 Maple in West Sacramento.

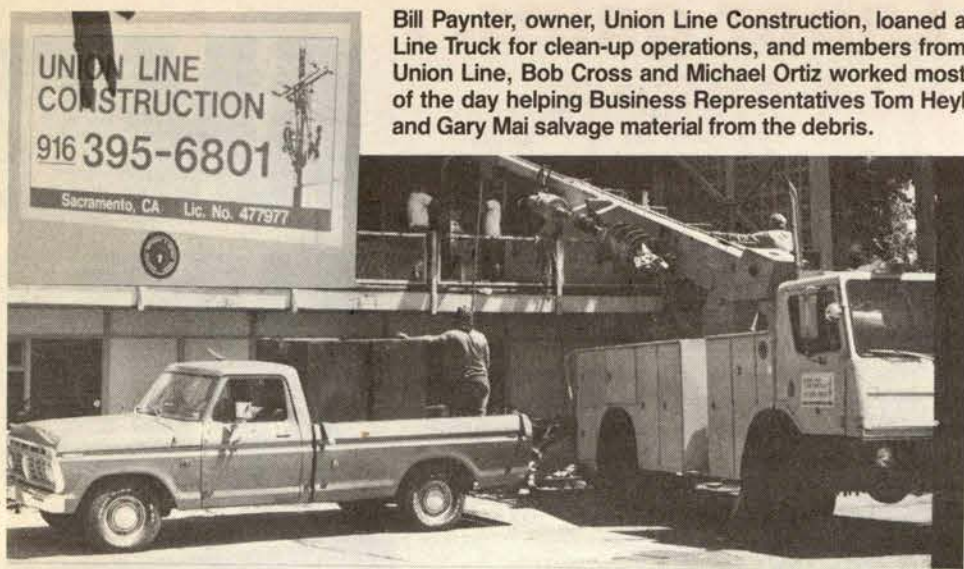
Following the fire, Representatives Heyl and Mai, posted signs at the Dispatch Office on 21st Street, directing members to the new temporary location in West Sacramento, for the monthly updating sign-in on August 12. Members referred for work also have been directed to the temporary office to pick up job clearances, until further notice.

At deadline for this issue of the Utility Reporter, Office Manager Laramie Dorcy reports that the Local Union is scouting a new location for the Dispatch Office, and advises members and contractors in the meantime to call Walnut Creek Headquarters at (415) 933-6060, where all Outside Line calls will be handled on a temporary basis.

"We hope to be back in operation at a permanent location, as soon as possible," Dorcy said.

Thanks goes out to the JATC, and Union Line Construction members for volunteering office space, a boom truck, and some very welcome helping hands during this emergency.

Bill Paynter, owner, Union Line Construction, loaned a Line Truck for clean-up operations, and members from Union Line, Bob Cross and Michael Ortiz worked most of the day helping Business Representatives Tom Heyl and Gary Mai salvage material from the debris.



NON-INSURABLE ILLNESSES

Memorial fund benefits children in medical need

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-man Tube Dudley'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

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, died 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 deepest sympathy is extended to his wife, Doloros, and all his family.

Brother John R. Cunniffe, Jr., 59, died on 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.

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.

IN MEMORIAM

Frank J. Kaatmann
November 9, 1914

—
June 11, 1987

IN MEMORIAM

John R. Cunniffe, Jr.
March 31, 1929

—
April 18, 1987

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 who 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 Elecktron Power Systems. The new group has signed a Letter of Assent, and is working most of the contracts that Commonwealth Electric had in both the north and south, Heyl said.

Another job that was affected by the Commonwealth folding was the line from Murphys to Valley Springs, east of Stockton, that was due to go this summer, Heyl said. A company that is usually non-Union has taken over the job, and has signed the project agreement, and will do the job Union. American Line Builders will start the job in April of 1988. The job is a 230kv line 45 miles long.

Business Representative Curt Peterson reports that work has leveled off somewhat in the south with approximately 600 members working. A number of contracts are going to be announced within the next month in Southern California, he said.

In the Southern office, Dispatcher Phyllis Gentry is out of the office and on sick leave and expected back in a few weeks. Janet Evenson, a clerk in Claremont has been temporarily upgraded to Dispatcher until Gentry returns later in September.

Antelope Valley that is well attended. Members spend the day picnicing 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 deductible fund and indicated she would be willing to discuss how to organize fund raisers with any interested members. Donations 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.

Labor Day TV special

What's "A GOOD JOB" for you?

What's a good job? That is the question that Daniel Zwerdling of National Public Radio will be asking a cross-section of Americans on public television this Labor Day. Zwerdling goes forth in search of answers in "A Good Job," an America Works Special produced by the Labor Institute of Public Affairs in cooperation with the Smithsonian Institution's National Museum of American History.

Zwerdling wonders and wanders through the museum talking to union members demonstrating their job skills and to the men, women and children watching who talk about their own jobs and aspirations.

"A Good Job" explodes the myth that union members are fighting new technology. "You can't stop progress. You have to go ahead," says Bernie Weiss, IATSE Local #311.

"Of course we don't like to lose jobs, but we would rather see jobs continue in our area and us learn the new technology and be part of it than to see the jobs just disappear."

The film also dispels the notion that union members don't care about workmanship and quality.

Facing stiff competition from automated plants in Europe and Japan, Marty Orban, AFGW Local #24, a glass maker for Lenox Crystal, gives excellence a high priority. "I could very easily make pieces a lot simpler, a lot less beautiful," says Orban. "But what I do is I do 'em well, and I do it better every day, at least I try to, because I want to produce a piece that is nice, and I don't want my work to be the fault of some industry not making it."

Francis Spaulding, BC&T Local #118, talks about the pleasure he receives from "making the little kids happy" with the birthday cakes he decorates. And Susan Hartley, a telephone operator from CWA Local #2306, focuses on customer service.

"A Good Job," encourages viewers to reflect on their own definition of a good job and reminds them that unions are a vehicle for making a good job better.

At deadline these stations, dates and times were confirmed for airing, "A Good Job."

Sunday, September 6, Sacramento KVIE Channel 6, 2:00 P.M. Spokane, WA, KSPS Channel 7, 2:00 P.M. Labor Day, **Monday, September 7**, Fresno KMTF Channel 18, 10:30 P.M. San Francisco KQED Channel 9, 32, 7:30 P.M. **Sunday, September 12**, San Francisco KQED Channel 9, 32, 11 P.M. Eureka KEET Channel 13 Call for date and time.



Retiree views Right to Work as right to work for less...

Letter to Editor, *Utility Reporter*
Dear Jack McNally:

Let me introduce myself first: My name is Ray Garcia, retired since July 1980. Retired as Sub Foreman from Electric T & D in the San Jose Area. I believe Orville Owen was our Rep. at the time. Anyway, the reason I'm writing is that I came across some information pertaining to working conditions here in Florida that I thought might be interesting to compare with working conditions at PG&E. As you know Florida is a "Right to Work State" and believe me I noticed it right away. As a consumer you pay through the nose for any service you might need but the workmen get nothing. As far as living here, we think it's the best. Anyway, I wish you and Local 1245 lots of luck and may you negotiate the best package for the guys this year. If you happened to run into Lee Thomas or Orville Owen give them my regards I'm sure they still remember me.

Sincerely,
Ray Garcia

Article From "Hot Line": *Sarasota Herald Tribune*, Florida

Break Time

9. After many years of being employed by the same business, I find that rules are changing. I have always had a one-hour lunch break and a 15-minute

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 give an employee in a nine-hour day?

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 break 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 allow their employees lunch breaks and rest periods during the workday "because the employer knows he'll get better work out of the employees."

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.

Labor gains... not taken for granted

Before unions, there was no such thing as a "long weekend".

In fact, there was no such thing as any kind of weekend.

You got Sunday off. If you were lucky. Every other day, including Saturdays, you put in your ten or twelve hours, often without a break.

So don't bother to thank Union Members for having Labor Day off. Just remember the 52 weekends.

And the eight-hour day.

And time-and-a-half for overtime, pensions, medical benefits, maternity leave, vacations, unemployment insurance, disability, and the minimum wage.

To say nothing of decent wages.

They weren't the employers' ideas, after all. They were all won by working people, organized into unions. They were won, fair and square on the picket line, across the bargaining table, and at the ballot box.

So on this approaching Labor Day weekend, take a moment to remember those who worked to build the American dream—a decent, secure, dignified life for all working people.

Today, American unions are still fighting to keep that dream alive. That's what the labor movement is all about.

Every day of the week.

AMERICAN WORK

'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 collective 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 take advantage of some free air time available on KCSM, a PBS affiliate.

"California Working will give us an unprecedented opportunity to gain an ongoing presence on public television, to communicate directly with our members and families and to get our message out to the public at large," says Herzog.

"It will enable us to produce timely, informative and creative programming that will give labor the positive exposure it needs and deserves."

KCSM reaches a million viewers via the UHF Dial from Gilroy to Santa Rosa without cable connection.

And the PBS connection can make it easy to broadcast on public stations in San Francisco, Sacramento, Stockton, San Jose, Eureka, Fresno and elsewhere.

"Talkin' Union" was basically an interview show filmed in the studio because there was seldom money to take cameras and crews into the field to film union members' workplaces.

Herzog said the new show would aim for new settings as well as divergent opinions and views.

"We will grow into a program that 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, opeiu#2

The first Labor Day was September 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 forebears 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 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 Kubo of Japan who said, "We in Japan look after our own self 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 if 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 Catholic 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**.

Valley Political Education Council Annual Picnic at Valley Plaza Recreation Park in **North Hollywood**.

Annual Tom Kenny Memorial Labor Day Picnic at William Land Park in **Sacramento**.

Orange County Central Labor Council and Diocese of Orange Annual Catholic Labor Day Breakfast at 10 a.m. at the Grand Hotel, **Anaheim**.

Orange County Central Labor Council's Annual Old Fashioned Labor Day Picnic at noon in Heritage Park, **Irvine**.

San Bernardino and Riverside Counties COPE Labor Day Brunch, with Screen Actors Guild President Patty Duke the main speaker, at UFCW Local 1167 Auditorium, **Rialto**.

Santa Cruz County Central Labor Council's Annual Labor Day Picnic at DeLaveaga Park, **Santa Cruz**.

Ventura County Democrats United and Labor United, Labor Day Picnic at Freedom Park in **Camarillo**.

A **San Francisco** Labor Awards Breakfast honoring Assembly Speaker Willie L. Brown, Jr., at the Fairmont Hotel.

A special program on labor and the U.S. Constitution sponsored by the **Los Angeles** Federation of Labor immediately prior to the Labor Day Breakfast at the Hyatt Regency.

Humboldt-del Norte Central Labor Council Annual Picnic at Rohner Park in **Fortuna**.

Eleventh annual Picnic of Communications Workers Local 9588 at the Los Angeles County Fairgrounds in **Pomona** on Saturday, Aug. 29, on the weekend before the holiday.

The Labor Citizen of the Year Award granted annually at the **Los Angeles** breakfast, goes this year to Jerome Waldie, former California legislator, former member of Congress and most recently a member of the state Agricultural Labor Relations Board.

The **Alameda County** picnic will feature games, food, a softball tournament and the Mike Tilles Jazz Band.

The list of political speakers was incomplete at press time, but virtually every friend of labor in the Legislature from the Eastbay as well as local civic leaders is due to participate.

The **San Francisco** Labor Breakfast, scheduled for 8:30 a.m. at the Fairmont Hotel, is being called "first annual." Assembly Speaker Brown will be recognized as Labor Person of the Year.

At **North Hollywood** the Valley Labor Political Education Council will open its annual picnic at 11:30 a.m. at Valley Plaza Recreational Center, 12240 Archwood St.

Planners at **Sacramento** have been busy for weeks on the annual Tom Kenny memorial picnic, which is named for the late labor council secretary and California Labor Federation vice president.

There will be songs, games, a softball tournament and other entertainment. The annual 5- and 10-kilometer runs will be held earlier in the day at the picnic site in William Land Park. The annual Labor Day golf tournament will be held Sunday at the park.

The **Santa Cruz** picnic will feature music by members of Musicians Local 346, according to Penny Schantz, president of the labor council. There will be big band music as well as labor songs, she said. A full barbecue will be served at \$5 for adults and \$2.50 for children, Schantz said. There will be games for children.

Screen Actors Guild President Patty Duke will be keynote speaker at the third annual San Bernardino-Riverside Counties COPE Brunch.

In **Northern Nevada** a 1st Annual Early Labor Day picnic is scheduled on Aug. 22 at the Plumbers & Pipe Fitters Local 3450 Park & Facilities, 1111 Greg St., Sparks. Events start at 11 a.m. and continue to 7 p.m.

GENERAL CONSTRUCTION PROPOSALS

From PAGE ONE

tions covered in Title 303; each day an employee reports for prearranged or emergency work on a non-workday; holidays which fall on a workday in the basic workweek provided such an employee works on the adjacent workday or such day is also observed as a holiday pursuant to the provisions of Title 103; each non-workday during which an employee is required to [take more than four hours of] travel [time] under the provisions of Section 301.11.

Zone	Road Miles From the City Hall Principal Intersection* of Employee's Residence to the Reporting Location	Amount of Per Diem**
1	More than 25 but 35 or less	[\$ 5.50] \$ 6.00
2	More than 35 but 45 or less	[9.25] 10.00
3	More than 45 but 55 or less	[12.50] 14.25
4	More than 55 but 65 or less	[17.25] 19.00
5	More than 65 but 75 or less	[22.25] 24.00
6	More than 75 but 90 or less	[34.25] 40.00
7	More than 90	65.00

*The principles set forth in Subsection 301.3(b) also dictate whether the city hall or principal intersection is to be used for this purpose. [(Note: the per diem amounts listed above will be in effect from January 1, 1984 through December 31, 1987 unless renegotiated between July 1, 1985 and September 1, 1985 for the period from January 1, 1986 through December 31, 1987.)](Amended 1-1-84)

**The per diem amounts listed above shall be increased by the percentage that is applied to a general wage increase calculated by the COLA provisions under Title 500.3 rounded to the next twenty-five cents.

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

301.7 [MOVING EXPENSES]

Delete.

301.8 [PROJECTS]

Delete.

301.9 SPECIAL ASSIGNMENT

- Paragraph 1 unchanged.
- (a) Such employee shall be reimbursed for actual board and lodging expenses incurred therein for a period not to exceed 30 consecutive days. Reimbursement for actual expenses shall be made after the employee submits an Expense Account accompanied with receipts for lodging and receipts and justification for meals which exceed the **amounts specified in 104.10(b)** [\$5.00 for breakfast, \$6.00 for lunch, and \$11.00 for dinner]. All expenses are expected to be reasonable and appropriate for the geographical location in which the temporary assignment is located. Upon such employee's request, Company shall provide him with an appropriate monetary advance on his anticipated board and lodging expense reimbursements. If such temporary, emergency, or special job location is at a headquarters or point of assembly at which Company-provided board and lodging are available, the employee shall not be eligible to select the provisions of this option (a) but shall be eligible to select the provisions of option (b) below. If an employee's temporary emergency, or special job assignment continues beyond 30 consecutive days, it shall not thereafter retain its temporary character but shall be deemed to be a transfer to a new headquarters, in which event the employee shall be entitled to a per diem allowance under the provisions of Section 301.4.

- (b) Unchanged.
- (c) Unchanged.

- (d) Any continuous period of attendance at a Company training class which has been agreed to between Company and Union shall be considered a special temporary assignment for the duration of such assignment and shall qualify for expenses as provided in Subsections 301.9(a) and (b) above, except, however, while on such training assignment an employee may, **at his option**, [be required to] utilize board and lodging which is provided by Company, in lieu of receiving per diem or full expenses. Such board and lodging shall be of reasonable quality. Such assignment will not constitute a change in headquarters for the purposes of Section 301.1. Travel to such classes shall be as provided in Section 301.11.

- (e) Employees who are sent on special temporary assignment and are required to use Company transportation to the temporary location will be provided transportation [to the extent possible] for meeting their personal needs. (Entire Section amended 1-1-84)

301.11 TRAVEL ALLOWANCE

- (a) Unchanged.

- (b) Where possible, all travel time pursuant to this Section 301.11 shall be taken during regular work hours on a workday, and shall be compensated at the straight rate of pay for the classification the employee will hold at his new headquarters or point of assembly, except that if Company requires an employee to travel [for more than four hours] outside of regular work hours or on a non-workday the travel time [in excess of four hours] shall be paid at one and one-half times the straight rate of pay for the classification the employee will hold at his new headquarters or point of assembly.

- (c) When transportation facilities therefor are not furnished by Company or other mode of transportation is not authorized in advance, reimbursement of transportation expense at **the maximum allowable IRS rate per mile shall be made** [\$.20 per mile shall be made]. (Entire Section Amended 1-1-84)

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)

TITLE 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 herein provided for will not be paid to any employee for 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[s] 302.9[and 302.10] hereof shall mean any location within the city limits of an incorporated city where board and lodging are available; or, 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)

TITLE 303. INCLEMENT WEATHER PRACTICE

303.4 EXPENSES

When a regular employee is directed by the foreman or supervisor in 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)

TITLE 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.

TITLE 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 [posted as vacant] under the provisions of Title 205 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

TITLE 306. DEMOTION AND LAYOFF PROCEDURE

306.1 EMPLOYEES (ONE [TWO] OR MORE YEARS SERVICE)

The provisions of this Title 306 which are applicable to regular employees with **one** [two] year[s] or more of Service in cases of displacement, demotion or layoff due to lack of work or the return of an employee from leave of absence for Union business or military service, but not to layoffs due to inclement weather, lack of material and similar causes, shall be applied in such manner as to give effect to the following:

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

306.3 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 demoted pursuant to Section 306.2 may, in lieu thereof, elect to displace an employee who (1) has less Service than the displacing employee, (2) is in the displacing employee's current classification and (3) is in the same General Construction Department.

(b) If an employee with **one** [two] or more years of Service cannot effect a displacement provided for in Subsection (a) above and cannot effect a demotion to the next lower classification in the reverse order of the normal line of progression pursuant to Section 306.2, he may elect to displace an employee who (1) has less Service than the displacing employee and (2) is in the next successively lower classification in the reverse order of the normal line of progression in the same General Construction Department. (Entire Section amended 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 effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Section 306.3, 306.4, or 306.5, may elect to **bump into** [fill a vacancy in] a beginner's classification in the same normal line of progression (as set forth in Title 600 and Exhibit VIII and Exhibit A of the Agreement applying to Office and Clerical Employees).

- (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 appropriate[.], **after one year, if the employee cannot be placed back into General Construction.** (Amended 1-1-84)

306.7 LAYOFFS

- (a) Unchanged.
- (b) When it becomes necessary for Company to lay off an employee because of lack of work, Company shall give him as much notice as practicable, but in no event shall a regular employee be given less than five working days' notice, **or five days' pay in lieu of notice**, and an employee who has five or more years of Service shall be given not less than ten working days' notice, **or ten days' pay in lieu of notice.** (Entire Section amended 1-1-84)

306.11 [SUPERVISORIAL DEMOTION]

Delete.

306.12 DEMOTION INTO UNIT FROM OUTSIDE [DISPLACEMENT]

(a) A supervisory or 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 no case shall such demoted employee be placed into a classification that is higher than the classification **held prior to leaving the bargaining unit subject to Subsection 306.1(a).** [such employee would have obtained on the basis of Company Service had he remained in the bargaining unit.] (Added 1-1-84)

306.14 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 **18 months** [one year], and who had **one** [two] or more years of Service at the time of layoff shall be entitled to preferential rehire on the basis of Company Service, providing that the laid-off employee, each calendar month following the layoff, keeps the Company informed of the current mailing address and telephone number for contact and the Promotion-Demotion Geographical Area(s) for which re-employment will be accepted. The employee will be notified of the proper method for informing the Company.

- (b) Unchanged.
 - (1) Unchanged.
 - (2) If the laid-off employee cannot be reached by telephone, Company shall forward notice of openings for re-employment to the last mailing address as furnished by such employee.
- Within **five** [three] working days after such notice is received at such mailing address, the laid-off employee must advise Company by telephone whether or not the re-employment offer will be accepted, and the employee must be available for work within 24 hours after so advising Company.

- (3) Unchanged.
- (4) Unchanged.
- (5) If Company cannot contact the laid-off employee by telephone and if no reply is received by Company within **five** [three] working days after notice is received at his mailing address, or if the laid-off employee does not accept re-employment, such employee will be considered terminated, with no further re-employment rights under this Section, and the next employee on the laid-off list may be notified of the opening. (Entire Section amended 1-1-84)

306.15 TECHNOLOGICAL 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 study and endeavor to adopt appropriate solutions, such as retraining or special placement, as may be practicable before Company implements the provisions of Titles 206, 306 and 19 of the Physical and Clerical Agreements.

TITLE 308. OVERTIME

308.1 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, (c) time worked on a non-workday, (d) time worked on a holiday as provided for in Title 103, and (e) time worked outside of regular work hours on a workday. Company shall not be required to pay overtime compensation more than once for any single period of time worked. [Overtime shall be cumulated each day and shall be compensated to the nearest one-quarter hour.] **Each overtime period worked shall be compensated to the next one-quarter hour.**

308.2 RATES

(a) In general, overtime compensation at the rate of **two** [one and one-half] times the straight rate of pay shall be paid to employees for overtime as defined in Items (a), (b), (c), (d) and (e) of Section 308.1; [except that]

- (b) Delete.
- (c) Delete.
- (d) Delete.
- (e) Delete.

308.4 COMPENSATORY TIME OFF

Employees shall not [be required to] take equivalent time off during a workday in lieu of overtime compensation.

308.7 FOUR [TWO]-HOUR MINIMUM

The minimum time for which overtime compensation shall be paid under the provisions of Section 308.5 shall be **four** [two] hours, except that if an employee who is called out for emergency work outside of his regular work hours on workdays continues to work into or beyond regular work hours 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 the provisions of Section 308.14 are applicable.

308.8 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 only for travel time from his living quarters and for actual work time up to regular 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** [by] the end of his preceding work period on a workday.

308.10 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.

308.14 REST PERIODS

If an employee has worked for eight hours or more at the overtime rate during the 16 hour period immediately preceding 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 be included as hours worked in such period and shall not be included in the computation of the eight hour rest period.** [except that 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.]

- (b) Unchanged.
- (c) Unchanged.
- (d) Unchanged.

(e) (1) If the rest period overlaps his regular work hours but does not extend into the second half of his workday, the employee **shall** [may] be excused from reporting for work until the beginning of the second half of his workday, and [in such event] he **shall** [may] be paid for the time between the expiration of the rest period and the end of the first half of his workday.

(2) If the rest period extends into the second half of his workday, the employee **shall** [may] be excused from reporting to work until the following workday, and [in such event] he **shall** [may] be paid for the time between the expiration of the rest period and his regular quitting time on such day.

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a workday without having had a rest period of eight consecutive hours, in which event he shall be paid at **three** [two] times the straight rate of pay for all work performed until he has been relieved from duty for at least eight consecutive hours.

(g) **If an employee works at any time between the eighth and fourth hour preceding his normal workday he will be entitled to a rest period based upon the amount of hours worked. Travel time and meal time will not be included in the computation of the rest period.**

Tentative Agreement reached with Pacific Tree

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 \$5.00 per hour at the overtime rate (\$7.50) 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 \$5.00 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	\$9.49
12 Months	8.97
6 Months	8.15
Start	7.47

Groundperson

6 Months	\$6.85
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.



Participating on the Pacific Tree negotiating team were, upper L-R, Scott Riddle, Assistant Business Manager Orv Owen, Bob Urquhart, and lower photo, L-R, Zack Parkerson, Jim Travis, Bill Colbert, Doug Bonham, and Business Representative Bob Gibbs.

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.

AROUND THE SYSTEM—PG&E

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 read.

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."

Arbitrator Chvany agreed that the Company's investigation refuted the possibility that another meter had been read, and information incorrectly entered on the meter book page for the removed meter.

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.

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.

WAPA bargaining begins in Denver

In early July, proposals from the Government Coordinating Council #1 were exchanged with WAPA representatives, Barry Mortimeyer 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 wages, 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; Nels Krogh, L. U. 2159; Brian Pieper, L. U. 1599; and Chairman Hafner.

Management committee members will include Mortimeyer, Boatman, Bob Fodness, Dave Onstad, Larry Eilts and J. M. Shafer.

In mid-July delegates met in Reno for an IBEW-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.

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.

Highlights of the package include the City's agreement to pay any additional costs of benefits during the term of the MOU.

Other improvements include a 5.3% wage increase which started effective July 1, 1987, and improvements in PERS contributions, and overtime distribution.

An additional day will be added to vacations from the 21st year effective January 1, 1988. Maximum vacation will be 25 days per year from the 25th year of employment, and subsequent years.

Participating on the Local's negotiating team, along with Business Representative Dutton, were William Schmer, Sr., Al Smatsky, Jr., and Al Thurman.

PGT Clerical election held

Staff Attorney Tom Dalzell as been meeting with Pacific Gas Transmission clerical employees who, at press time, were scheduled to vote August 14 on IBEW Local 1245 representation.

Ballots were set to be flown down from Spokane, Washington to Walnut Creek for counting on August 17, along with ballots from San Francisco PGT clerks.

Thermalito members approve 3-year pact

A three-year Memorandum of Understanding at Thermalito Irrigation District provides for a general wage increase equal to 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

improvements were also gained in retirement and sick leave benefits.

A 7 percent total increase over the three-year period of the MOU will be granted each employee in the deferred compensation plan, at the rate of 2.333% annually.

In the sick leave section of the MOU, a 30-day buy back upon retirement was agreed to.

Member Dave Loomis worked with Business Representative Fortier on the Negotiations.

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.

Hourly physical wages will be increased according to the following schedule:

August 1, 1987 1%
February 1, 1988 1%
August 1, 1988 1 1/2%
February 1, 1989 1 1/2%
February 1, 1990 1 1/2%

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 hours or more 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, \$5, lunch, \$6, 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-crew 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 Priddy.

Kathy Tindall elected to office in Nevada



IBEW Local 1245 Executive Board member, Kathy Tindall was recently elected to a key office in the Northern Nevada Central Labor Council where she will serve as Secretary-Treasurer. Above, Blackie Evans, Executive Secretary-Treasurer of the Nevada State AFL-CIO congratulates Tindall.

Photo: Carol Bedsole

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 not opposed to improving efficiency and productivity. McNally stated, however, that the Local 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 spouses of former employees who died prior to receiv-

ing their pension, and also to provide improved benefits for the spouses of employees who die while employed, prior to age 55. These improvements were mandated by recent changes in Federal Law.

In the benefits arena, disagreement persists on the Company's insistence to pass on medical costs to active and retired employees.

At the July 30 meeting on working conditions, the Company stated that they viewed the Union's proposals to be excessive at an approximate cost of \$54 million — and that they wanted some relief in that area, and did not see a need to meet further, unless some relief was forthcoming. The Local agreed to review current proposals, and encouraged the Company to also review their position as both sides strive for meaningful progress in these negotiations. Some major areas of concern center around job bidding and demotion, physical and clerical wages, and changes in job definitions. Under job definition the Company proposes to require Linemen to work alone or as part of a two-man unit on energized primary, to shift a large part of the Electric Department's work to the Gas Department, and to require Gas Crew Foremen to supervise Electric T&D personnel.

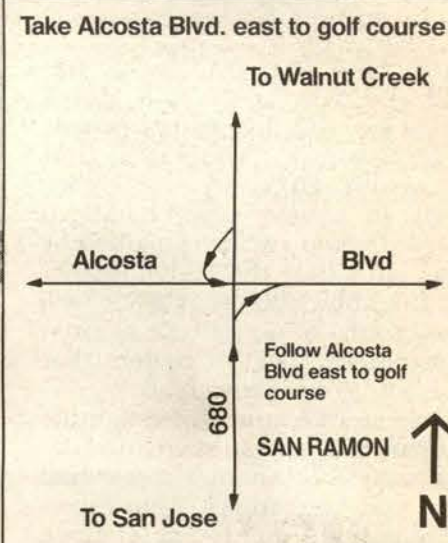
And the winner is . . .



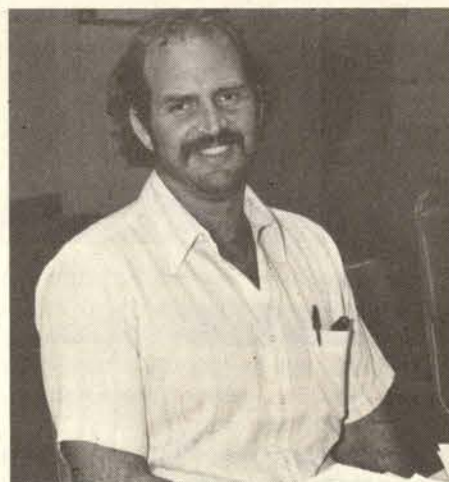
Photo: Carol Bedsole

IBEW Local 1245 Staff Secretary Fran Zamora, left, and Clerk 1, Ethel Davis, draw names of Lucky golf-affle winners: Leon Fortner, Rohnert Park, who won 3 days, 2 nights at Bally's, Reno, and Bob Choate, Ukiah, and R. DeLaRosa, Livermore, who won tires.

Members are encouraged to join in the fun at the 5th Annual IBEW Local 1245 Golf Tournament set for September 18 in San Ramon. The inset map provides directions to the golf course. Reports from previous participants indicate that there's plenty of activities available for non-golfers, as well, with a large swimming pool on the grounds.



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.

Photo: Carol Bedsole

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.

A no-obligation quotation will be sent when your present policy renews. At the renewal time you will get an accurate comparison, and avoid any cancellation penalties.

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.