



UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

ONE YEAR AGREEMENT

Bella Vista members ratify initial MOU

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

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

A yearly pay-off provision for fifty percent of sick leave, beyond thirty days accumulation was also ap-

proved in the new MOU. IBEW Local 1245 has been on the property since April of 1984 when employees sought Union representation.

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

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

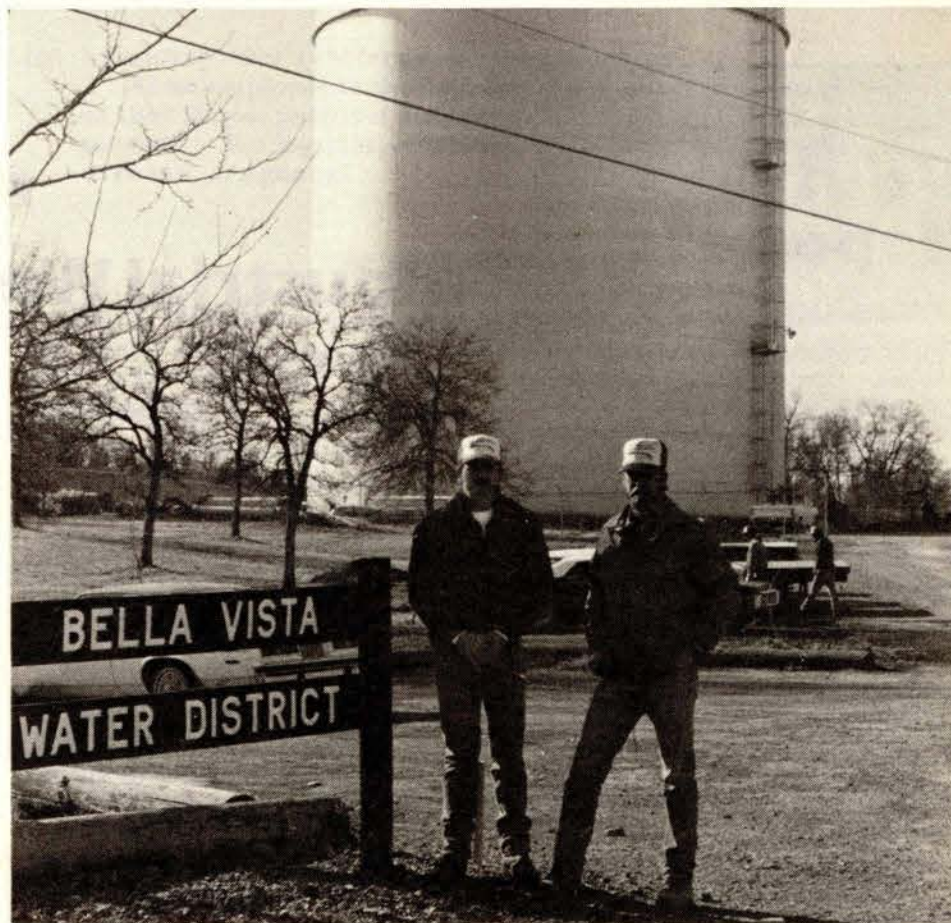


Photo: Sam Jackson

Richard Welch and Gary Summit, above, were members of the Local's Negotiating Committee at Bella Vista Water District along with Business Representative Jack Osburn.

ARBITRATION CASE NO. 134

Kagel hears PG&E case on headquarters' dispute

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

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

between the Shotwell headquarters and the Portrero Service Center, which ceased operating as a reporting headquarters for overhead electric employees in 1972.

During the arbitration hearing on December 11, the Union presented testimony and evidence to demonstrate that the 1967 Letter of Agreement relied upon by the Company permitted transfer between Shotwell and Portrero, but not between any other headquarters.

Written briefs will be filed with Arbitrator Kagel 30 days after the transcripts are received, which means that a decision from Arbitrator Kagel should be expected in March or April. Should the Union prevail, a substantial monetary award for the 15 employees could be involved.

3.1% BOOST ON JAN. 1, 1986

Wage hike at Pacific Tree

Effective January 1, 1986, Local 1245 members employed by Pacific Tree Expert Company will receive an across-the-board general wage increase of 3.1 percent.

The wage increase resulted from the agreement between the Company and the Union Wage Allocation Committees on November 19, 1985 at Concord, California.

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

The Pacific Tree Agreement provides that the January 1, 1986 wage increase will be determined based upon the following Collective Bar-

gaining Agreement provisions as follows:

1/1/86 - 1985 wage rates plus increase of the percentage increase in the Hourly Earnings Index for production or non-supervisory workers on private non-agricultural payrolls, by industry, as reported in the Monthly Labor Review, U.S. Department of Labor, Bureau of Labor Statistics, Table 15, total private (in current dollars). The base month index shall be the June 1985 listing. Total wage and benefit allocations to be determined by agreement between the Company and Union.

Davey Tree bargaining continues

By Assistant Business Manager Orv Owen

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

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

The Union's Negotiating Committee met on December 9 and 10, 1985 at Local Union headquarters to consider the Company's proposals and to develop counterproposals that were set to be submitted to the Company at the joint meeting of the Committees on December 17, 1985. The outcome of bargaining on December 17, as well as any further meetings, will be reported in next month's Utility Reporter.

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

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

SMUD drug policy discussed

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

As a matter of background, SMUD initially proposed a drug policy in April, 1985. A meeting with Local 1245 representatives took place in June, after which SMUD was to submit a complete proposal to Local 1245 for its consideration.

On December 2, SMUD sent Local 1245 a proposed drug policy, which led to the December 10 meeting. Although the District has recently implemented a prehire drug-screening program, it emphasized at the December 10 meeting that it had not implemented any new drug policy for existing employees and that it was approaching Local 1245 for its agreement on a policy for current employees before implementation.

Assistant Business Manager Ron Fitzsimmons, who as the spokesperson for Local 1245 on health and safety matters has been involved in the negotiation of drug policies on several properties, explained that Local 1245 is presently drafting a written counter-proposal for SMUD. Details of the proposals will be provided in future issues of the Utility Reporter.



YOUR LEGAL RIGHTS

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



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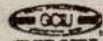
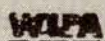
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Industrial Welfare Commission reviewed

By Rollie Katz

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

The IWC has two primary duties. It sets the state minimum wage and issues "orders" establishing minimum working conditions, including such matters as overtime, meal breaks, uniforms and equipment. The IWC is required to review the minimum wage every two years to determine whether it is "adequate". The minimum wage is now \$3.35, the same as the federal rate. Efforts by the labor movement to increase the rate in recent years has been thwarted by big business and the Republican administration of Governor Deukmejian. Neither the federal nor the state minimum wage has been increased since 1981, Ronald Reagan's first year as President. (If you think there is a connection, you're right.)

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

orders. If a question arises as to whether a Union member is covered by an order and by which one, a decision must be made by the IWC's enforcement division. If you have any questions, contact your Business Representative.

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

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

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

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

employee or gross negligence".

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

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

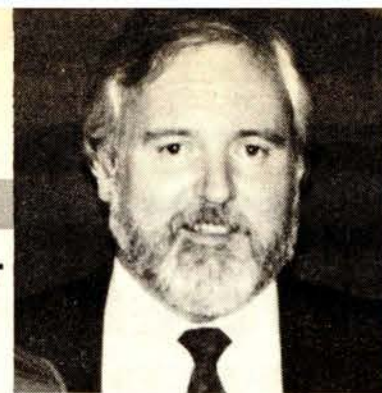
Employers may receive exemptions to meal and rest period provisions as well as the sections pertaining to rest areas and change rooms, seats, temperature and elevators. Such exemptions may only be granted after the IWC does an investigation and determines that enforcement of the provision "would not materially affect the welfare or comfort of employees and would work undue hardship on the employer". All such exemptions must be in writing and can be revoked by the IWC.

Finally, the Order establishes a mechanism for its enforcement. Employers must post the Order in areas frequented by employees and must submit reports to the IWC regarding their compliance. The IWC has the power to inspect the work place to make sure employers are obeying the law. Employers who violate any provision of the Order can be charged with a misdemeanor and be fined *not* less than \$50 and/or be sent to jail for not less than 30 days. The maximum penalty one convicted of a misdemeanor may receive is a fine of not more than \$1,000 and/or be sent to jail for not more than six months.

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

By Jack McNally

IBEW 1245 Business Manager



LETTER TO EDITOR

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

Dear Editor — The Utility Reporter —

As a retired member of Local 1245, I read each issue of the Utility Reporter with much interest.

As the founding editor of our publication I note the changes in news and editorial content as contrasted with those found in the early fifties.

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

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

In the case of our Union, we had more direct opposition from our employers but less political activity designed to destroy organizations of working people in those times.

While Local 1245 presently has more members, resources, bargaining power, expertise and membership service capability, it faces problems which will test those strengths in the private sector and at all levels of government.

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

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

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

Once a month, taking a little time to read some messages from leadership to membership, isn't much of a chore. As one who worked in the utility

industry for peanut wages, no benefits or Union protection from arbitrary mistreatment or discharge, I know what Local 1245 has done for its members and their families and yes, the industries in which it operates. Those who may think that the currently favorable economic and job security conditions which prevail in the jurisdiction of Local 1245 are not subject to attack or even destruction are entitled to their opinions, but could stand a bit of education.

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

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

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

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

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

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

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

— Ron Weakley

Looking back at 1985 as busy year draws to close

As the last month of 1985 comes to a close, Local 1245 is busy winding up negotiations with several employers where contracts either expire at the end of the year or reopeners have to be negotiated.

Reflecting back on 1985, Local 1245 was very busy with our many employers in bargaining, grievance handling, and other matters affecting our members. With the exception of a very few employers, we were successful in completing 1985 bargaining without great difficulty.

It was the year in which the Reagan Administration led an all-out attack to tax employee benefits. This issue has been a hot one and is still not over with.

PG&E restructured from 13 geographic divisions into six geographic regions the first of the year and has just completed their service unit test and will begin to restructure districts into the service unit concept. This is a major internal structural change with the goal of providing more effective and efficient service to the rate payers.

In 1985 we saw the groundbreaking of PG&E's new large training facility in San Ramon, California. It is with a sense of pride, after many bargaining sessions, that PG&E and Local 1245 agreed to the Master Apprenticeship training program in the 1960's, and other training programs since, and that a central training facility is about to become a reality.

In Nevada in 1985 we saw a massive attack by some state legislators on what few labor laws Nevada has. Many of our members attended meetings and rallies to beat back these attacks. Labor was able to come out of the 1985 session with a bruise or two but still standing tall. The Nevada Public Service Commission attempted to intervene in collective bargaining issues while considering other issues in Sierra Pacific Power Company's rate case. We were there, and to date have succeeded in preserving our turf.

Outside Line construction work was at a modern all-time high in 1985. Work was plentiful in the entire state of California. The Western portion of the Intermountain Power Project 500 KV DC transmission line that runs from Adelanto, California, to within 50 miles of the Utah border was completed by Commonwealth Electric Company this year. Our members can be proud of this job; it was completed substantially ahead of schedule, and Commonwealth had high praise for Local 1245's assistance in successfully working this job.

In 1985 Local 1245's Retiree Club was chartered, and it begins to move with more activity. It is the goal of the club to get as many IBEW members as possible to become active club member's. We have developed a Retirees' Planning Guide to assist members in planning for retirement.

I have just touched the surface of Local 1245's activity in 1985. There are many achievements, some standoffs, and a few set-backs for 1985; there are a number of issues to be carried over to 1986. Local 1245 remains very busy and diligent on the issues that affect and concern our members. Our industry is changing, as well as other industries across the United States, and organized labor can and will play a key role in the eventual evolution.

We have many members who, over the course of 1985, have given their time and effort to participate in our Local Union. As the year ends, I wish to thank them for their work on behalf of all the members.

On behalf of the officers and staff, to all, I wish Happy Holidays and a great New Year.

In Unity,

Jack McNally

By Jullann Sum, Industrial Hygienist

Mysterious illness of USBR workers under investigation

This past August, a number of U.S. Bureau of Reclamation workers were assigned to do maintenance work on canal gates in Folsom. The work involved using a torch to remove bolts on the gates.

At least six of the workers then developed symptoms of diarrhea, sore joints, skin rash and inflammation, and sore throat. At first, the illness was thought to be metal fume fever, a temporary illness resulting from overexposure to zinc, copper, or manganese. However, no evidence could be found that these metals were present in the work operation, and some of the symptoms lasted longer than the symptoms of metal fume fever.

Union and management have since arranged to have some of the

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

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

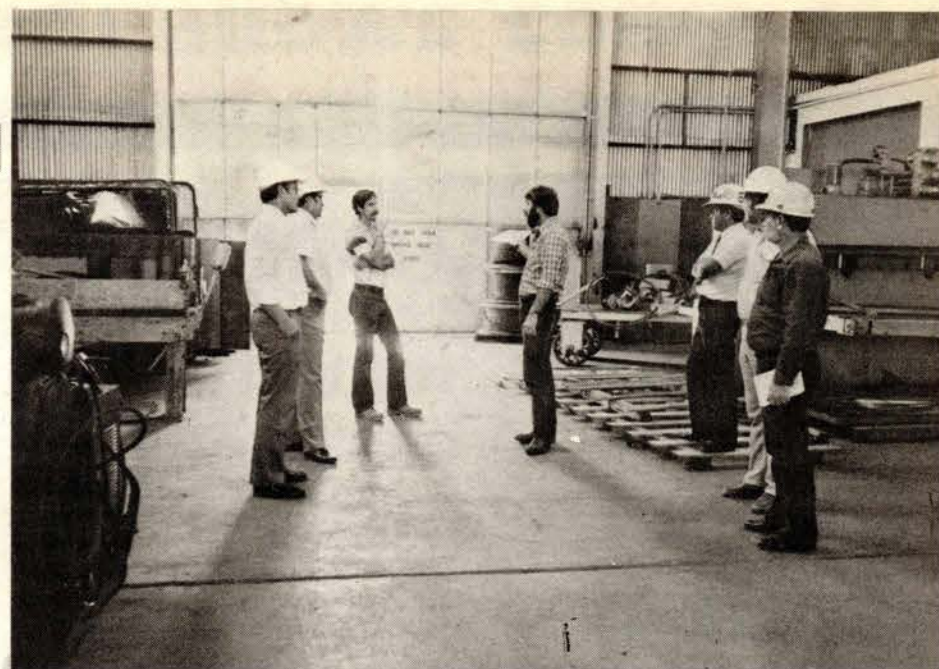


Photo: J. Sum

Warehouse where torching operation was conducted. —

Upon the Local Union's recommendation, USBR officials sent in Industrial Hygienist Jim Oser, far left, from the Bureau's Denver office to pursue the investigation on November 6, 1985. Also pictured, from left to right, are George Wolfe, Regional Safety Officer; Bill Joye, Foreman; Gary Wells, Mechanical Foreman; Tom Perez, Folsom Safety Officer; Dennis McComb, Engineer; and Business Representative Pete Dutton.



Photo: Pete Dutton

Plant Mechanic Don Miller discussed health and safety concerns with IBEW Local 1245 Industrial Hygienist Juliann Sum.

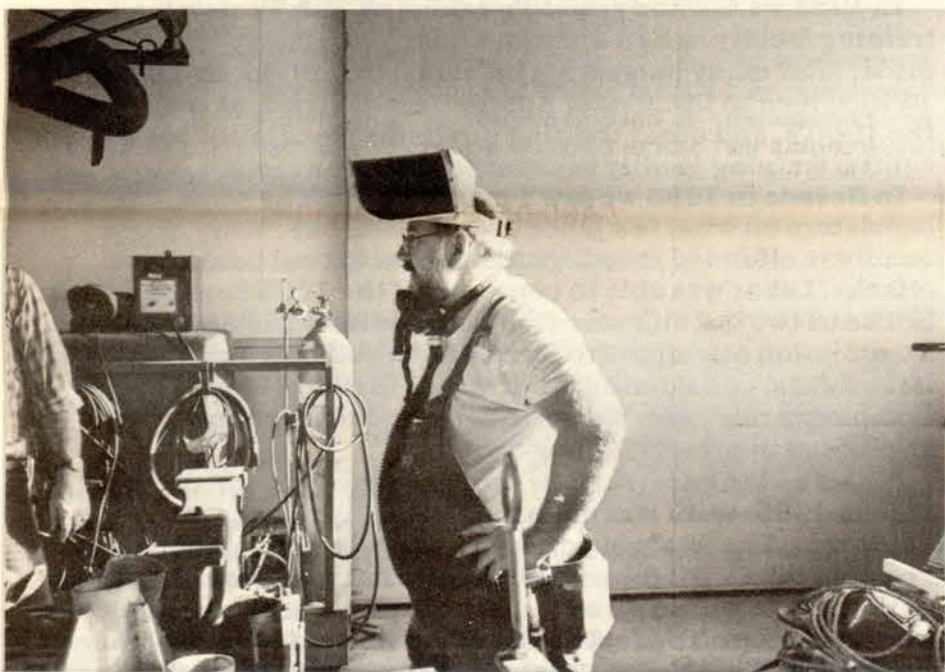


Photo: J. Sum

A sampling pump (in hip pocket) and dust filter (at shoulder) were used to collect airborne contaminants.

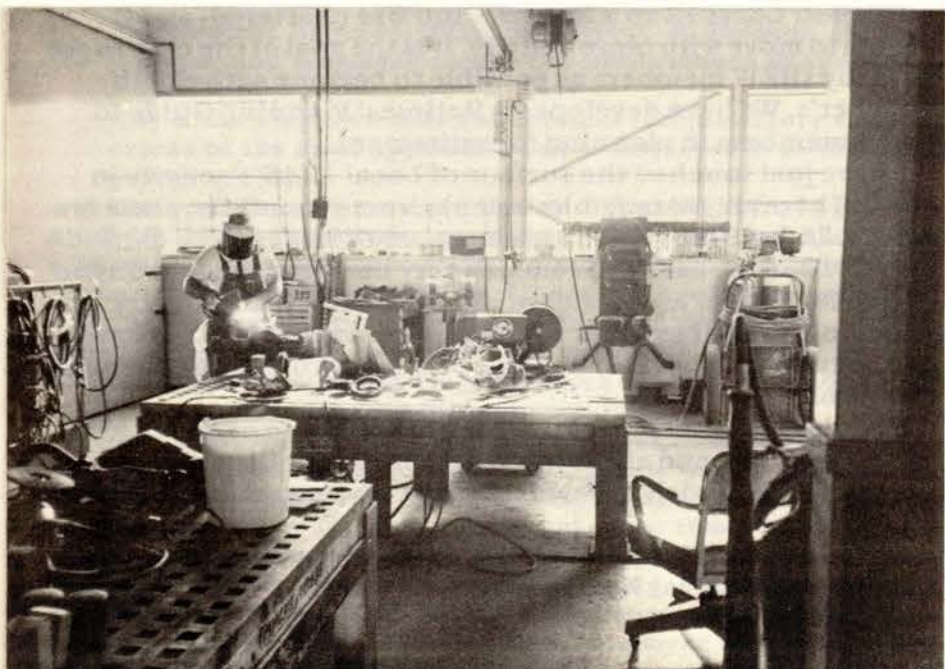


Photo: J. Sum

Miller proceeded to torch canal gate flanges and bolts in a simulated work operation. He wore an airline respirator and the sampling equipment. We are awaiting the test results.

Update on Joint Health and Safety Committee with PG&E — November 20, 1985 meeting.

Leak Detection Compound

PG&E responded to the Union's letter in August 1985, which notified the Company of recurring irritation for Gas Service employees while spraying PLEX #60LS, Code 49-5178. The Company indicated that they have approved the use of Johnson's Baby Shampoo and Ivory Liquid dish detergent, pending laboratory results.

Noise in Power Plants

PG&E has asked all plant managers to submit updated lists of cost-effective engineering and administrative controls, after almost five years of Union-Company discussions.

Geysers Geothermal Power Plant

As a result of a meeting of medical experts convened by the Union on October 30, 1985, the Cal/OSHA Medical Unit is conducting a study of all Doctors' First Reports in California for the last five years. Preliminary results indicate that Geysers employees experienced a surge of illnesses in 1983 and 1984, with additional cases in 1985. The Union indicated that it would be in the Company's best interest to cooperate in future studies designed to evaluate the illnesses experienced by Geysers employees (not just annual medical examinations of the healthiest people at the Geysers).

Time to prepare for scholarship contest; 'Union importance to politics' essay topic

Al Sandoval Memorial Competitive Scholarship

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

1. The grant will be as follows:
\$500 per year, up to four (4) years, as long as a C (2.0) average is maintained and the parent maintains their membership in good standing in Local Union 1245.
2. In order to be a candidate in this contest, you must be a son or daughter, natural, legally adopted, or a legal ward of a member of Local Union 1245. You must also be a high school student who has graduated or is graduating in 1986. A copy of your diploma or a letter from your high school stating that you will graduate in 1986 must be attached to your scholarship application.
3. The scholarship grant will be made only to that candidate who intends to enroll full time in any college certified by their State Department of Education and accredited by the local accrediting association.
4. Applications may be secured by addressing the Recording Secretary of Local Union 1245 or by calling the Union office, or by using the form printed below.
5. Checks will be paid directly to the college upon presentation of tuition bills to the Local Union.
6. All applications shall be accompanied by a written essay, not to exceed five hundred (500) words, on the subject designated by the Executive Board.
7. Essays should be submitted on 8½" by 11" paper, on one side, preferably typed and double spaced, with applicant's written signature at the conclusion of the essay.
8. Applications and essays must be mailed to IBEW Local Union 1245, P.O. Box 4790, Walnut Creek, CA 94596, by registered or certified mail only, and be postmarked no later than Monday, March 3, 1986.
9. Each year the scholarship shall be presented at the Advisory Council meeting in May; the judge and a guest and the recipient and parents shall be invited, at Local Union expense, to present and receive the scholarship award.
10. A suitable trophy or plaque shall be purchased by the Local Union, at a cost not to exceed \$75, to be presented to the scholarship recipient.

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

APPLICATION FOR THE AL SANDOVAL MEMORIAL COMPETITIVE SCHOLARSHIP Sponsored by

LOCAL UNION 1245

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

P.O. Box 4790
Walnut Creek, CA 94596

Telephone
(415) 933-6060

DATE _____

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

NAME _____ DATE OF BIRTH _____
(Last) (First) (Initial)

ADDRESS _____ CITY _____

STATE _____ ZIP _____ PHONE () _____

NAME OF PARENT _____

COMPANY _____

WORK LOCATION _____

HIGH SCHOOL _____

GRADUATION DATE _____

ADDRESS OF HIGH SCHOOL _____

I EXPECT TO ATTEND _____ COLLEGE OR SCHOOL

LOCATION _____

(Candidate's Signature)

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

(Official's Signature and Position)

This is to certify that I am a member in good standing of Local Union 1245, IBEW, and the candidate, whose name is signed to this application is my _____, and graduated during the term ending _____, 1986.

(Parent's Signature and Card Number)

Trade and Vocational School Grant

The purpose of these grants is to provide aid to the children of members to attain a trade or technical education.

1. The grants will be as follows:
\$500 per year, for up to two years for two candidates, as long as a passing grade is maintained, and a parent maintains membership in good standing in Local Union 1245.
2. In order to be a candidate in this contest, you must be a son or daughter, natural, legally adopted, or a legal ward of a member of Local Union 1245. You must also be a high school student who has graduated or is graduating in 1986. A copy of your diploma or a letter from your high school stating that you will graduate in 1986 must be attached to your application. Additionally, a letter of recommendation from your vocational teacher, department head, or school principal must accompany the application.
3. Applications may be secured by addressing the Recording Secretary of Local Union 1245, by calling the Union office, or by using the form printed below.
4. The grant will be made only to a candidate who intends to enroll full time in any industrial, technical or trade school (other than correspondence schools) which is accredited by the National Association of Trade and Technical Schools or the Association of Independent Colleges and Schools.
5. Applications must be mailed to IBEW Local Union 1245, P.O. Box 4790, Walnut Creek, CA 94596, by registered mail or certified mail only, and postmarked no later than Monday, April 7, 1986.
6. Two names will be drawn by the Judge of the Competitive Scholarship Contest from those submitting applications. These two will be recipients of the grants.
7. Checks will be paid directly to the school upon presentation of tuition bills to the Local Union.
8. Presentation of awards will be made to recipients at the unit meeting nearest his/her residence following the drawing.

APPLICATION FOR THE LOCAL 1245 TRADE & VOCATIONAL SCHOOL GRANT FOR MEMBERS' CHILDREN ENROLLING IN TECHNICAL, INDUSTRIAL, OR TRADE SCHOOLS

Sponsored by Local Union 1245
International Brotherhood of
Electrical Workers, AFL-CIO

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

CANDIDATE INFORMATION

CANDIDATE'S NAME _____ BIRTH DATE _____

ADDRESS _____ CITY _____

STATE _____ ZIP _____ PHONE () _____

HIGH SCHOOL _____ GRADUATION DATE _____

ADDRESS OF HIGH SCHOOL _____

WHAT SCHOOL DO YOU EXPECT TO ATTEND? _____

WHERE IS IT LOCATED? _____

WHAT TRADE OR CRAFT WILL YOU BE STUDYING? _____

WHY THIS PARTICULAR SKILL? _____

CANDIDATE'S SIGNATURE _____ DATE _____

STATEMENT OF MEMBER/PARENT

NAME OF MEMBER/PARENT _____

EMPLOYER _____ LOCATION _____

I certify that I am a member in good standing of IBEW Local Union 1245, that the Candidate named above, _____ is my

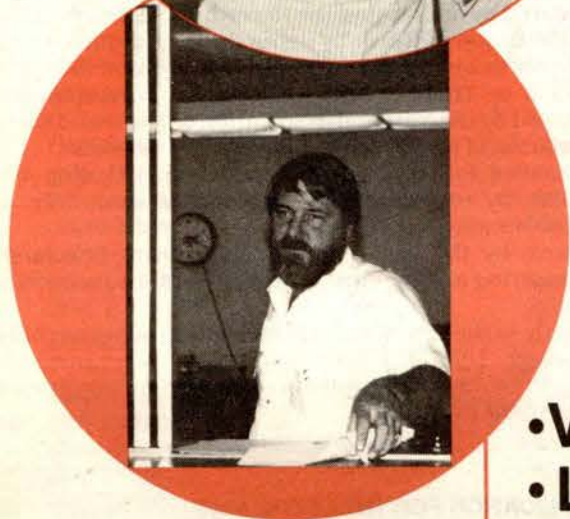
_____, and that the Candidate will graduate from high school during the term ending _____, 1986.

Signature of Member/Parent _____ Union Card No. _____

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

Official's Signature and Position

Sacramento



*From all of us at
IBEW Local 1245 in
the office and in
the field: KEN
BALL • CAROL
BEDSOLE ...*

• VIRGINIA BROWNE
• LYNN BURESH • ED
CARUSO • CHARLEE
CHANDLER • LESLIE
LYNNE CHASE • BOB
CHOATE ... TOM
CONRAD ... TOM
DALZELL •
• ETHEL



Southern California



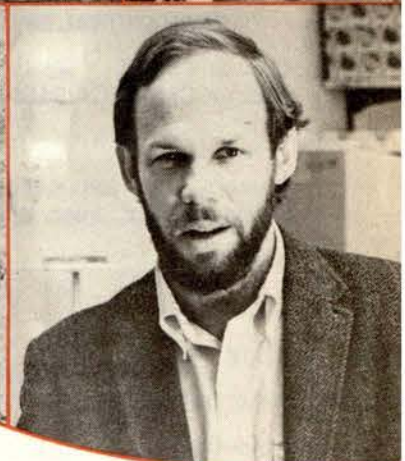
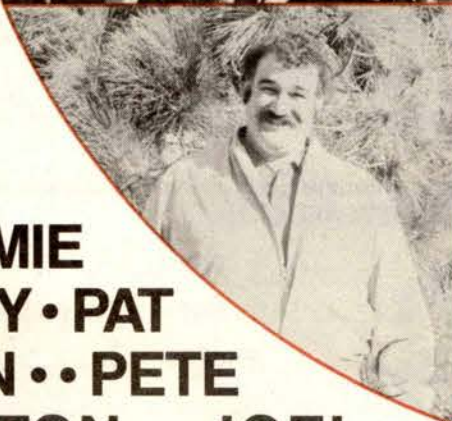
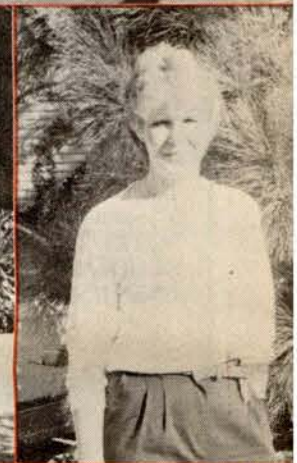
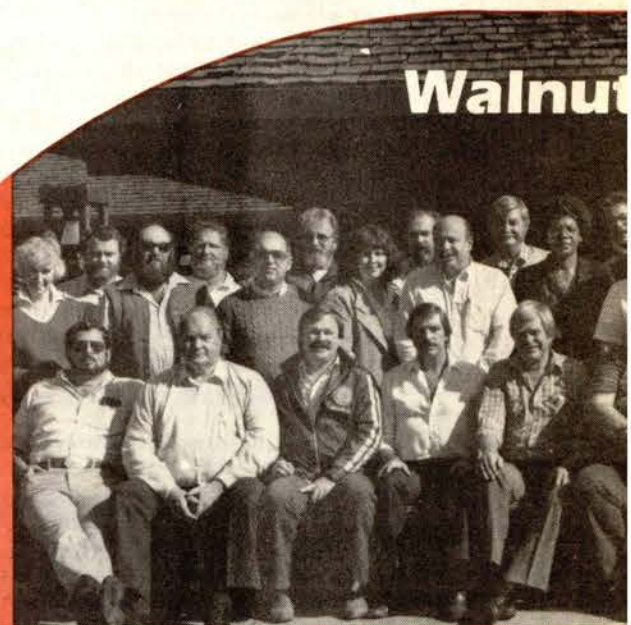
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• TOM HEYL • FRANK HUTCHINS
• ANN KOOLS • SHARON MADISON
• GARY MAI • MARILEE MAI • RAE
MATTES • JACK McNALLY •



Happy

IBEW

Walnut



Happy Holidays

BEW

Local
1245

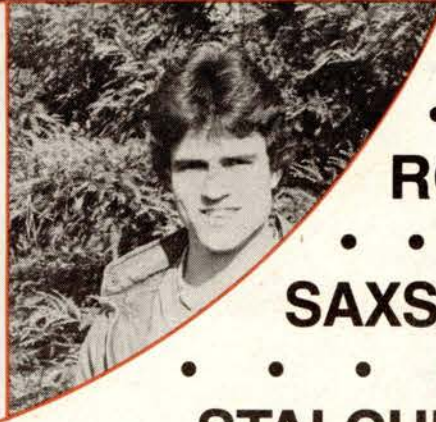
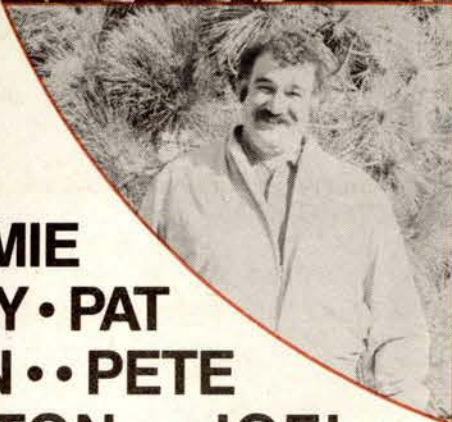
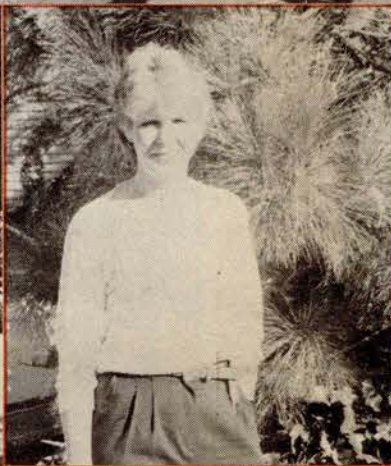
Walnut Creek



Group Staff Photos: Kua Patten

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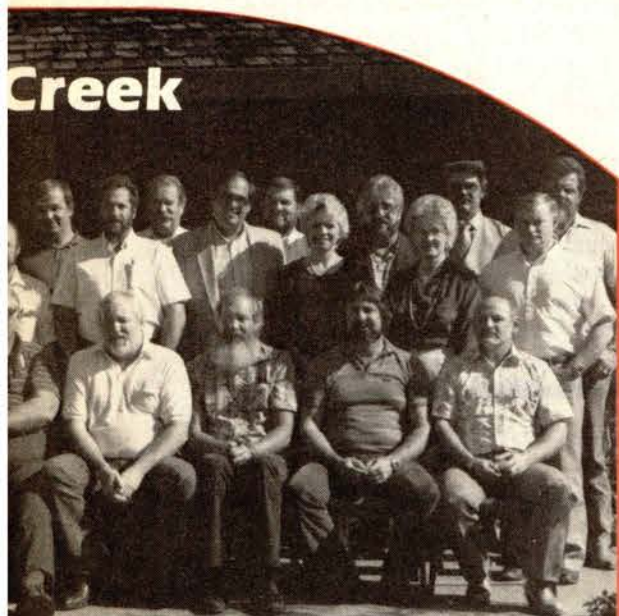
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RON VAN DYKE • • GAIL VARNER • GENE
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ZIMMERMAN • EXECUTIVE BOARD: BUSINESS
JACK McNALLY • PRESIDENT, HOWARD
MEMBERS, JOHN CALLAHAN • BARBARA
MICHAEL J. DAVIS • RON BLAKEMORE • KATHY
• LYMAN MORRISON • TREASURER, RON FIELD

Holidays

Local
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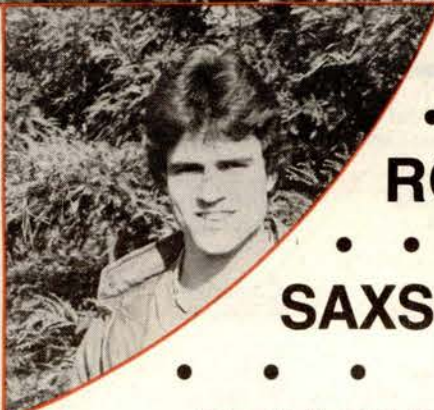
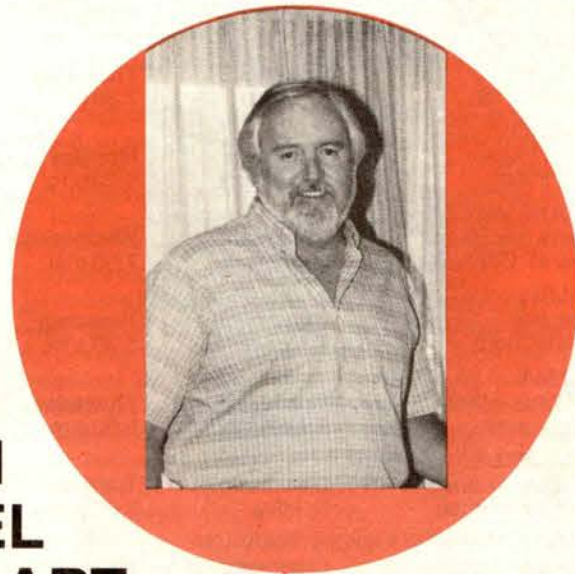
Executive Board

Creek



Group Staff Photos: Kua Patten

**MANNY
MEDEROS •• ANN
MILEY •• KAREN
MILLER • DARREL
MITCHELL • • ART
MURRAY • JACK OSBURN
• ORV OWEN • • KUA
PATTEN • • CURT
PETERSON •
• • • LARRY
PIERCE • • •
• • CONRAD
PINONI • • •
• DAVE REESE
• • • • MARIE
RODRIGUES • •
• • • FRANK
SAXSENMEIER
• • • ROGER
STALCUP • JOHN**



Photos: Carol Bedsole

STRALLA • JULIANN SUM

**• SALIM TAMIMI • SCOTT THOMAS •
BILL TWOHEY • JOE VALENTINO •
RON VAN DYKE • GAIL VARNER • GENE
WALLACE • WAYNE WEAVER • CORB
WHEELER • MACK WILSON • FRAN ZAMORA • PERRY
ZIMMERMAN • EXECUTIVE BOARD: BUSINESS MANAGER,
JACK McNALLY • PRESIDENT, HOWARD STIEFER •
MEMBERS, JOHN CALLAHAN • BARBARA SYMONS •
MICHAEL J. DAVIS • RON BLAKEMORE • KATHY F. TINDALL
• LYMAN MORRISON • TREASURER, RON FIELD**



IBEW LOCAL 1245 UNIT MEETINGS

January -
June 1986

			Jan.	Feb.	Mar.	Apr.	May	Jun
San Joaquin								
1111	FRESNO Cedar Lane Bowl Cedar & Shields	Chairman: S. Perales	Tuesday 5:30 p.m.	7	4	4	1	6 3
1112	BAKERSFIELD The Labor Hall 200 W. Jeffrey	Chairman: E. Mallory	Thursday 7:30 p.m.	9	13	13	10	8 12
1113	MADERA DiCicco's 516 So. "I" St.	Chairman: R. Moon	Thursday 7:30 p.m.	2	6	6	3	1 5
1117	WASCO Bob's Place 221 "F" St.	Chairman: D. Barraza	Monday 5:00 p.m.	6	10	10	7	5 9
1118	CRANE VALLEY Sierra Sky Ranch Hwy 41, Oakhurst	Chairman: R. Newton	Wednesday 7:30 p.m.	8	5	5	2	7 4
1119	BALCH Rec. Hall Balch Camp	Chairman: T. Moore	Tuesday 5:30 p.m.	—	11	—	8	— 10
1120	SELMA El Conquistador Restaurant	Chairman: T. Thomas	Thursday 5:00 p.m.	9	13	13	10	8 12
1121	COALINGA Cherokee Lanes Jayne & Merced	Chairman: D. Mills	Tuesday 5:00 p.m.	7	11	11	8	6 10
1122	MERCED IRRIGATION DISTRICT Pine Cone Coffee Shop 2000 E. Childs	Chairman: M. Higgins	Thursday 7:30 p.m.	9	13	13	10	8 12
1123	MERCED Pine Cone Coffee Shop 2000 E. Childs	Chairman: D. Mayo	Wednesday 7:30 p.m.	15	12	12	9	14 11
1124	LOS BANOS Wool Growers Inn 609 "H" St.	Chairman: Tom Hunt	Wednesday 5:00 p.m.	15	12	12	16	14 11
1125	HELMS Helms Rec. Hall	Chairman: R. Cheney	Tuesday 5:30 p.m.	14	—	11	—	13 —
1126	BAKERSFIELD CLERICAL The Labor Hall 200 W. Jeffrey	Chairman: *C. Garren	*Thursday *5:30 p.m.	9	13	13	10	8 12
Coast Valley								
1211	SALINAS Amer. Legion Hall 14 W. Laurel Dr.	Chairman: J. Delsman	Tuesday 5:00 p.m.	7	4	4	8	6 3
1212	MONTEREY Two Guys From Italy 2030 Fremont St.	Chairman: G. Carlsen	Wednesday 5:15 p.m.	22	19	19	23	21 18
1214	MOSS LANDING Moss Landing Marine Lab	Chairman: K. Markoe	Thursday 5:00 p.m.	2	6	6	10	8 5
1216	SANTA MARIA Vandenberg Inn 1316 So. Broadway	Chairman: C. Bartlett	*Tuesday 5:00 p.m.	7	4	4	1	6 3
1217	PASO ROBLES *Wings Park 545 Spring St.	Chairman: *F. Teague	Tuesday 5:00 p.m.	14	11	11	15	13 10
1218	MONTEREY PENINSULA TV Two Guys From Italy 2030 Fremont St.	Chairman: P. Gaudoin	Tuesday 7:00 p.m.	21	18	18	22	20 17
1219	HOLLISTER Paine's Restaurant 421 East	Chairman: J. Johnson	Wednesday 5:00 p.m.	8	5	5	9	7 4
1220	DIABLO CANYON San Luis Bay Inn Avila Beach	Chairman: W. Wellman	Monday 5:00 p.m.	13	10	10	14	12 9
1221	SOLVANG Valley Hunter 350 E. Hwy. 246	Chairman: G. Uratsu	Thursday 5:00 p.m.	16	13	13	17	15 12
Pipe Line								
1311	BARSTOW *Set N' Bull Hwy 58, W. Hinkley	Chairman: C. Ebersohl	Wednesday 5:00 p.m.	*8	5	5	2	7 4
1312	NEEDLES Eagles Club Front St.	Chairman: C. Rowen	Thursday 5:00 p.m.	2	6	6	3	1 5
Santa Clara								
1411	CITY OF SANTA CLARA Fiorillo's Pizza 2230 El Camino	Chairman: W. Hazard	Thursday 5:30 p.m.	9	13	13	10	8 12
San Jose								
1501	SAN JOSE CLERICAL Fiorillo's Pizza 2230 El Camino Santa Clara	Chairman: B. Brill	Tuesday 6:00 p.m.	7	4	4	1	6 3
1511	SAN JOSE, PHYSICAL Fiorillo's Pizza 2230 El Camino Santa Clara	Chairman: R. Fitzpatrick	Tuesday 8:00 p.m.	7	4	4	1	6 3
1512	BELMONT Round Table Pizza 1030 El Camino	Chairman: R. Field	Wednesday 5:15 p.m.	8	12	12	9	14 11

			Jan.	Feb.	Mar.	Apr.	May	Jun.
San Jose								
1513	SANTA CRUZ Adolph's 525 Water Street	Chairman: A. Garza	Wednesday 7:00 p.m.	*8	5	5	2	7 4
1515	GILROY Watsonville Federal Savings 801 "I" Street	Chairman: D. Mayberry	Tuesday 7:00 p.m.	14	18	18	15	20 17
4411	DAVEY TREE-LAS VEGAS Local 357 4321 E. Bonanza	Chairman: R. Freeman	Wednesday 7:00 p.m.	15	19	19	16	21 18
4412	DAVEY TREE-APTOS Old Country Pizza # Post Office Drive	Chairman: *F. Serrano	Wednesday 7:00 p.m.	15	19	19	16	21 18
4413	*DAVEY TREE-SAN FRANCISCO Castle Lanes 1750 Geneva	Chairman: D. Hurta	Tuesday 5:00 p.m.	7	4	4	1	6 3
4414	DAVEY TREE IBEW Local 1245 3063 Citrus Circle Walnut Creek	Chairman: B. Christensen	Thursday 5:30 p.m.	16	20	20	17	15 19
City of Oakland								
2211	OAKLAND GENERAL The Flanker 45 Hegenberger Loop	Chairman: R. Murphy	Thursday 5:00 p.m.	2	6	6	3	1 5
East Bay								
2311	OAKLAND Edgewater-Hyatt House 455 Hegenberger Rd.	Chairman: J. Graham	Tuesday 7:00 p.m.	7	4	4	1	6 3
2314	HAYWARD/FREMONT The Office 3575 Peralta Blvd. Fremont	Chairman: J. French	Wednesday 6:00 p.m.	8	12	12	9	14 11
2316	CONCORD I.B.E.W. Local 1245 3063 Citrus Circle	Chairman: *D. Sutton	Thursday 7:30 p.m.	9	13	13	10	8 12
2317	ANTIOCH Moose Lodge 4th & "H" Streets	Chairman: T. Hessler	Tuesday 7:00 p.m.	14	11	11	8	13 10
2301	EAST BAY CLERICAL Holiday Inn 1800 Powell St.	Chairman: M. Kizzee	Wednesday 6:00 p.m.	8	12	12	9	14 11
San Francisco								
2401	SAN FRANCISCO CLERICAL Sheraton Palace 639 Market Street	Chairman: G. Wynn	Wednesday 5:30 p.m.	8	12	12	9	14 11
2412	SAN FRANCISCO Red Chimney Stonestown	Chairman: S. Lee	Wednesday *7:30 p.m.	*8	5	5	2	7 4
Stockton								
2511	STOCKTON Ed Stewart Post #803 3110 No. West Lane	Chairman: R. Moore	Thursday 7:30 p.m.	9	13	13	10	8 12
2513	JACKSON Native Sons Hall Court Street	Chairman: W. Johns	Tuesday 7:30 p.m.	7	4	4	1	6 3
2514	TRACY Ricco's Pizza 2227 Tracy Blvd.	Chairman: R. Kerr	Tuesday 5:00 p.m.	14	11	11	8	13 10
2515	MODESTO Sundial Lodge 808 McHenry, #138	Chairman: *B. Morante	Wednesday 7:30 p.m.	8	12	12	9	14 11
2516	LODI Carpenters Hall Local 1418 15417 North Lower Sacramento Road	Chairman: *C. Wadlow	Wednesday 7:30 p.m.	*8	5	5	2	7 4
2518	MODESTO IRRIGATION DISTRICT Sundial Lodge 808 McHenry, #138	Chairman: D. Pittman	Thursday 7:30 p.m.	2	6	6	3	1 5
2519	SO. SAN JOAQUIN IRRIGATION DISTRICT 11011 E. Hwy 120 Manteca #138	Chairman: *J. Vienna	Wednesday *5:00 p.m.	15	19	19	16	21 18
Pacific Gas Transmission								
3023	WALLAWALLA Jack's Fountain c/o Book Nook Main Street	Chairman: L. Thomas	Wednesday 7:00 p.m.	15	12	12	9	14 11
3024	REDMOND Pietro's Pizza 413 W. Glacier St.	Chairman: T. Touchon	Wednesday 7:00 p.m.	14	11	11	8	13 10
Humboldt								
3111	EUREKA Labor Temple 9th & "E" Streets	Chairman: J. Russell	Tuesday 7:30 p.m.	14	11	11	8	13 10
3112	GARBERVILLE Fireman's Hall Locust Street	Chairman: T. Hensley	Thursday 5:00 p.m.	16	13	13	10	15 12
3113	WILLOW CREEK *Willow Inn 299 East	Chairman: W. Skoonberg	Wednesday 5:00 p.m.	22	26	26	23	28 25

				Jan.	Feb.	Mar.	Apr.	May	Jun.
Shasta									
3212	REDDING Hospitality House 532 N. Market	Chairman: *J. Kropholler	Tuesday 7:30 p.m	7	4	4	1	6	3
3213	BURNEY *Sam's Pizza Johnson Park	Chairman: R. Trunnel	Thursday *5:30 p.m.	9	6	6	3	8	5
3216	TRINITY New York Hotel Weaverville	Chairman: A. Wells	Tuesday 7:30 p.m.	14	11	11	8	13	10
Nevada									
3311	RENO IBEW Hall 2713 E. 4th St.	Chairman: D. Moler	Wednesday 7:30 p.m	*8	5	5	2	7	4
3312	CARSON CITY Carson Fire Station	Chairman: H. Landis	Monday 6:00 p.m.	13	10	10	14	12	9
3313	YERINGTON Fire Station	Chairman: J. Collins	Tuesday 6:00 p.m.	7	4	4	8	6	10
3314	SOUTH LAKE TAHOE Moose Lodge	Chairman: S. Poore	Thursday 6:30 p.m.	2	6	6	3	1	5
3315	ELY Mt. Wheeler Fire Dept. Mtg. Hall	Chairman: D. Strausburg	Tuesday *4:15 p.m.	21	18	18	15	20	17
3316	RENO MANUFACTURING Carpenter's Hall 1150 Terminal Way	Chairman: J. Davis	Thursday 4:45 p.m	9	13	13	10	8	12
3317	WINNEMUCA Library	Chairman: M. Roper	Tuesday 7:00 p.m.	14	11	11	15	13	10
3316	ELKO Stockmen's Hotel Elko	Chairman: M. Dykstra	Wednesday 7:30	22	19	19	16	21	18
3319	HAWTHORNE-TONOPAH Coaldale Junction	Chairman: K. Vanderbundt	Monday 7:00 p.m.	20	17	17	21	19	16
DeSabra									
3411	CHICO To Be Announced								
3412	QUINCY Moons Restaurant Lawrence Street Stone Building	Chairman: N. Adamson	Wednesday 7:00 p.m.	*8	5	5	2	7	4
3417	PARADISE Red Lion Pizza 6011 Skyway	Chairman: B. Lovett	Thursday 7:30 p.m.	9	6	6	3	8	5
Drum									
3511	AUBURN Moose Lodge Sacramento & High	Chairman: S. Justis	Tuesday 7:00 p.m	14	11	11	8	13	10
3512	ROSEVILLE Zorro's 315 Washington	Chairman: D. Wojdac	Wednesday 5:00 p.m.	15	12	12	9	14	11
3513	GRASS VALLEY Nevada County Sportsman Banner Mtn. Trail	Chairman: W. Webber	Wednesday 7:30 p.m.	8	12	12	9	14	11
Colgate									
3611	MARYSVILLE Petrocelli's 1235 Bridge St.	Chairman: J. Kuhn	Tuesday 6:00 p.m.	7	4	4	1	6	3
3613	OROVILLE Eagles Hall 210 Montgomery	Chairman: A. Knudsen	Thursday 6:00 p.m.	2	6	6	3	1	5
North Bay									
3711	MARIN COUNTY Sams, 209 Third San Rafael	Chairman: L. Wood	Thursday 5:30 p.m	9	13	13	10	8	12
3712	SANTA ROSA Round Table Pizza 421 Stoneypoint Rd.	Chairman: H. Stiefer	Tuesday 8:00 p.m.	7	4	4	1	6	3
3713	GEYSERS *Starview Restaurant Cobb	Chairman: R. Freeland	Wednesday *6:00 p.m.	8	12	12	9	14	11
3714	UKIAH Lu Ann Motel 1340 No. State	Chairman: K. Wilson	Wednesday 7:30 p.m.	*8	5	5	2	7	4
3715	LAKEPORT WestAmerica Bank Main St.	Chairman: W. Dawson	Tuesday 8:00 p.m.	7	4	4	1	6	3
3716	NAPA/VALLEJO *San Marco 1801 Solano Ave. Vallejo	Chairman: D. Falk	Thursday 7:00 p.m.	2	6	6	3	1	5
3717	FORT BRAGG/PT. ARENA Masonic Temple 428 No. Main Ft. Bragg	Chairman: D. McDonnell	Thursday 5:00 p.m.	9	6	6	3	8	5
				Jan.	Feb.	Mar.	Apr.	May	Jun.

Jan. Feb. Mar. Apr. May Jun.

				Jan.	Feb.	Mar.	Apr.	May	Jun.
Sacramento									
3811	SACRAMENTO *Shakey's Pizza La Riviera Blvd.	Chairman: D. Norris	Tuesday 6:00 p.m	7	4	4	1	6	3
3812	VACAVILLE Brigadoon Lodge 1571 E. Monte Vista	Chairman: J. Runswick	Thursday 7:00 p.m.	9	13	13	10	8	12
3813	PLACERVILLE The Hoosegow 2864 Ray Lawyer	Chairman: G. Parks	Wednesday *5:00 p.m.	8	12	12	9	14	11
3814	WOODLAND American Legion Hall Post 77 523 Bush Street	Chairman: G. Cooper	Thursday 5:30 p.m.	2	6	6	3	1	5
3011	SACRAMENTO REGIONAL TRANSIT Union Hall 1414 - 21st St.	Chairman: R. Ruiz	*Thursday 4:45 p.m.	2	6	6	3	1	5
3911	SMUD *Union Hall 1414-21st St.	Chairman: J. Callahan	Wednesday 4:30 p.m.	*8	5	5	2	7	4
3912	FRESH POND(SMUD) Moose Lodge Hwy. 50-Frontage Road	Chairman: J. Callahan	Tuesday 4:30 p.m.	*8	5	5	2	7	4
3913	RANCHO SECO(SMUD) Community Center Herald Store Herald	Chairman: B. Knox	Tuesday 4:30 p.m.	14	11	11	8	13	10
3914	HIDDEN VALLEY (SMUD-GEO) Hidden Valley Meeting Room	Chairman: S. Ahern	Thursday 4:00 p.m.	9	13	13	10	8	12
Citizens Utilities Company									
4012	SUSANVILLE Roundtable Pizza 2655 Main	Chairman: D. Darlington	Tuesday 5:30 p.m	7	11	11	8	6	10
4013	ALTURAS Rancho Steak House Hwy 299 E	Chairman: J. Belle	Wednesday 5:30 p.m.	8	12	12	9	7	11
4014	ELK GROVE Pizza Barn 8610 Elk Grove Blvd.	Chairman: V. Wolniewicz	Thursday 5:30 p.m.	16	20	20	17	15	19
4015	BURNEY-C.U.C.C. Sam's Pizza Hwy 299E	Chairman: B. Burlison	Thursday 5:30 p.m.	9	13	13	10	8	12
4016	REDDING -C.U.C.C. *Round Table Pizza 900 Diana Drive	Chairman: V. Dabney	Tuesday 5:30 p.m.	14	18	18	15	13	17
4911	OUTSIDE CONSTRUCTION *Townhouse Rest. 1517-21st St. Sacramento	Chairman: B. Branson	Saturday 10:00 a.m.	11	8	8	12	10	7
4912	OUTSIDE LINE - CLAREMONT 170 W. San Jose Claremont	Chairman: A. Dudley	Wednesday 8:00 p.m.	8	12	12	9	14	11
*Indicates change									

*Indicates change

Public Agencies
1411 City of Santa Clara
2211 City of Oakland
3911 S.M.U.D.
3912 Fresh Pond (S.M.U.D.)

Trees
4411, 4412, 4413, 4414, under San Jose

Jan. Feb. Mar. Apr. May Jun.




PLAN TO ATTEND January thru June 1986



New Legislation signed; allows 'comp' time

On November 13, President Reagan signed legislation amending the Fair Labor Standards Act enabling state and local governments to continue providing compensatory time in lieu of overtime pay.

The bill, S1570, was introduced after the Supreme Court ruled in *Garcia v San Antonio Metropolitan Transit Authority* that state and local governments were not exempt from the FLSA, and thus bound by federal wage and overtime laws.

After the Supreme Court's decision, public employers complained about the high costs, estimating that compliance figures would exceed \$4 billion annually.

There were strict restrictions on use of comp time for employ-

ees working overtime.

The new legislation permits the use of comp time for employees who work overtime at the rate of time-and-one-half.

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

The bill sets April 15, 1986 as the compliance date for employers.

The full text of the bill is included below.

THE NEW LAW:

SHORT TITLE; REFERENCE TO ACT

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

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

COMPENSATORY TIME

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

"(o)(1) Employees of a public agency which is a State, a political subdivision of a State, or an interstate governmental agency may receive, in accordance with this subsection and in lieu of overtime compensation, compensatory time off at a rate not less than one-and-one-half hours for each hour of employment for which overtime compensation is required by this section.

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

"(A) pursuant to—

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

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

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

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

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

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

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

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

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

"(5) An employee of a public agency which is a State, political subdivision of a State, or an interstate governmental agency—

"(A) who has accrued compensatory time off authorized to be provided under paragraph (1), and

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

"(6) For purposes of this subsection—

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

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

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

(c) LIABILITY AND DEFERRED PAYMENT.—(1) No State, political subdivision of a State, or interstate governmental agency shall be liable under Section 16 of the Fair Labor Standards Act of 1938 for a violation of Section 6 (in the case of a territory or possession of the United States), 7, or 11 (c) (as it relates to Section 7) of such Act occurring before April 15, 1986, with respect to any employee of the State, political subdivision, or agency who would not have been covered by such Act under the Secretary of Labor's special enforcement policy on January 1, 1985, and published in Sections 775.2 and 775.4 of Title 29 of the Code of Federal Regulations.

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

SPECIAL DETAILS, OCCASIONAL OR SPORADIC EMPLOYMENT, AND SUBSTITUTION

SEC. 3. (a) SPECIAL DETAIL WORK FOR FIRE PROTECTION AND LAW ENFORCEMENT EMPLOYEES.—Section 7 (29 U.S.C. 207) is amended by adding after subsection (o) (added by Section 2) the following:

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

"(A) requires that its employees engaged in fire protection, law enforcement, or security activities be hired by a separate and independent employer to perform the special detail,

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

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

(b) OCCASIONAL OR SPORADIC EMPLOYMENT.—Section

7(p) (29 U.S.C. 207), as added by subsection (a), is amended by adding at the end the following:

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

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

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

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

VOLUNTEERS

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

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

(2) by adding at the end the following:

"(4)(A) The term 'employee' does not include any individual who volunteers to perform services for a public agency which is a State, a political subdivision of State, or an interstate governmental agency, if—

"(i) the individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and

"(ii) such services are not the same type of services which the individual is employed to perform for such public agency.

(B) An employee of a public agency which is a State, political subdivision of a State, or an interstate governmental agency may volunteer to perform services for any other State, political subdivision, or interstate governmental agency, including a State, political subdivision or agency with which the employing State, political subdivision, or agency has a mutual aid agreement."

(b) **REGULATIONS.**—Not later than March 15, 1986, the Secretary of Labor shall issue regulations to carry out paragraph (4) of Section 3(e) (as amended by subsection (a) of this section).

(c) **CURRENT PRACTICE.**—If, before April 15, 1986, the practice of a public agency was to treat certain individuals as volunteers, such individuals shall until April 15, 1986, be considered, for purposes of the Fair Labor Standards Act of 1938, as volunteers and not as employees. No public agency which is a State, a political subdivision of a State, or an interstate governmental agency shall be liable for a violation of Section 6 occurring before April 15, 1986, with respect to services deemed by that agency to have been performed for it by an individual on a voluntary basis.

STATE AND LOCAL LEGISLATIVE EMPLOYEES

SEC. 5. Clause (ii) of Section 3(e)(2)(C) (29 U.S.C. 203(e) (2) (C)) is amended—

(1) by striking out "or" at the end of subclause (III),

(2) by striking out "who" in subclause (IV),

(3) by striking out the period at the end of subclause (IV) and inserting in lieu thereof, "or", and

(4) by adding after subclause (IV) the following:

"(V) is an employee in the legislative branch or legislative body of that State, political subdivision, or agency and is not employed by the legislative library of such State, political subdivision, or agency."

EFFECTIVE DATE

SEC. 6. The amendments made by this Act shall take effect April 15, 1986. The Secretary of Labor shall before such date promulgate such regulations as may be required to implement such amendments.

EFFECT OF AMENDMENTS

SEC. 7. The amendments made by this Act shall not affect whether a public agency which is a State, political subdivision of a State, or an interstate governmental agency is liable under Section 16 of the Fair Labor Standards Act of 1938 for a violation of Section 6, 7, or 11 of such Act occurring before April 15, 1986, with respect to any employee of such public agency who would have been covered by such Act under the Secretary of Labor's special enforcement policy on January 1, 1985, and published in Section 775.3 of Title 29 of the Code of Federal Regulations.

DISCRIMINATION

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

And the House agree to the same.

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

Augustus F. Hawkins,
Austin J. Murphy,
W.L. Clay,
Pat Williams,
James M. Jeffords,
Tom Petri,
Steve Bartlett,

Managers on the Part of the House.

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

MEMBER ALERT:

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

NOW PENDING

Group W grievances under consideration

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

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

The dispute is not whether or not the standards are reasonable or unreasonable. The dispute involves Company's decision to circumvent the Labor Agreement by arbitrarily and unilaterally es-

tablishing working conditions not agreed upon by Local 1245.

2. Company's unilateral decision to revise the current benefit plans.

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

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

Monterey Peninsula TV Cable

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

Caps for health benefits are \$175, \$190 and \$200 for the three years, and pension coverage will start at

two percent at the beginning of the second year.

Members also approved a bonus vacation on employment anniversary years during the 5th, 10th, 15th and 20th years of employment. Standby pay was increased to \$2.50 per week, per year, and an additional floating holiday was added in the third year. Meal allowances were increased for the three years of the contract.

CP National - Lassen

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

As a result of the rejection of the Company's offer, Local 1245's Negotiating Committee requested that the parties get back to the bargaining table.

The next meeting between the Negotiating Committees will be scheduled prior to the end of December. The results of further negotiations between Company and Union Negotiating Committees will be reported in next month's issue of the Utility Reporter.

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

CP National-South Lake Tahoe

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

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

Citizens Utilities

The arbitration of the Meal Grievances has been scheduled for February 14, 1986 at San Francisco. The parties have selected Arbitrator Gerald R. McKay to hear and decide the dispute between the parties.

The basic dispute continues to involve the interpretation of the phrase "working beyond" as it appears in Section 13.12(a) and (b) of the Labor Agreement.

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

UTILITY REPORTER
Fight back plans viewed
by Utilities Coalition

UTILITY REPORTER
PUC announces

Western Labor Press Association

AFL-CIO
THIRD PLACE
presented to
Utility Reporter
for outstanding achievement
in the field of labor journalism
in the category of
BEST OVERALL PUBLICATION
Awarded in 1985 for Performance
in Publications of Calendar Year 1984
Newspaper: Over Four Pages
Judge appointed by the WLPA Executive Council:
David F. Selvin, Labor Editor

President
Dan Swinton
Secretary-Treasurer
Jan Bonville

WLPA
WESTERN LABOR PRESS ASSOCIATION
OREU-AFL-CIO 35

Meter Readers problems
aired at April meeting

The Utility Reporter was awarded third place for general excellence by The Western Labor Association earlier this year.

PUBLIC BARGAINING

Nevada Irrigation settles

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

The new agreement calls for a three percent general wage increase, and parity with PG&E for the Yuba-Bear project.

In addition, the MOU was updated from 1981 and medical coverage for current and future retirees was improved to cover most Medicare exclusions.

Committee members Bill Baum, Ron Skewes, Roy Finnegan, Larry Richerson and Business Representative Ed Fortier report that the agreement was well received by the members.

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

CHANGE OF ADDRESS

If you have just moved, or are about to move, please complete this form to insure your continued receipt of all Union mail. Send completed form and your mailing label from the front page to:

UTILITY REPORTER
P.O. Box 4790
WALNUT CREEK, CA 94596

Old label: _____

Name: _____

New Address: _____
(Street and Number)

(City and Zip Code)