



# UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

## TIME TO VOTE!

### Members voting on new PG&E Clerical offer

IBEW Local 1245's Clerical members at PG&E are voting on a new tentative agreement this month, after turning down an earlier offer.

Ballots were mailed Wednesday, February 10, and are due back at the post office in Walnut Creek by 10 a.m., Monday, February 29.

Members not receiving ballots by Wednesday, February 17, should contact the Local Union office,

a Shop Steward, or a Business Representative so a ballot can be mailed out.

This issue of the Utility Reporter includes the entire proposed Clerical contract beginning on page four. The ballots were mailed along with summaries of all new proposed language.

The contract has gone out without recommendation from the Negotiating Committee, whose statement is printed below.

#### CLERICAL NEGOTIATING COMMITTEE STATEMENT

To: All Local 1245 Clerical Members at PG&E

After the rejection on November 16, 1987, of the tentative offer of settlement by the Clerical bargaining unit, your committee met with the Company to explain the reasons for rejection.

The Company was told that the major reason for the rejection was the 2.75% offer was on a lump sum basis, rather than applied to the weekly rate.

The Company's response was that it wasn't the money as they were paying a bonus, but that they wanted to get the PG&E clerical rates more in line with the market place.

We continued to negotiate that the 2.75% be applied to the weekly rate in the same manner that it was applied to the Physical unit, however, the Company consistently rejected the Union's proposal and proposed that the Union put the same offer out again unchanged.

After more meetings with the Company, your Committee amended its proposal to try and improve the offer that was rejected.

On January 29, 1988, the Company agreed to our proposed changes to their original offer:

1. The 2.75% lump sum bonus would be paid quarterly for 1988 and 1989 starting April 1988, retroactive to January 1, 1988, and continuing through 1989.
2. The lump sum bonus would be included as covered compensation for the purposes of the Savings Fund Plan 401(k) only.

Your Committee submits this tentative offer of settlement with the above modifications to the original offer for your consideration. We are submitting it without a recommendation due to the difference of the application of the wage offers to the Physical bargaining unit and the Clerical bargaining unit.

In Unity,  
Your Clerical Negotiating Committee

*Arturo Garza, Jr.*  
Arturo Garza, Jr.

*Marie Kizsee*  
Marie Kizsee

*Bob Martin*  
Robert Martin

*Jack McNally*  
Jack McNally

*Manny Mederos*  
Manny Mederos

*Shirley Roberts*  
Shirley Roberts

*Rebecca Rosecrans*  
Rebecca Rosecrans

*Howard Stiefer*  
Howard Stiefer

## High court to hear Governor on Cal/OSHA

By Steve Diamond

The California Supreme Court agreed last month to hear an appeal by Governor Deukmejian to overturn a lower court ruling that would have restored the state's Occupational Safety and Health Administration.

The Court's order granting the hearing was signed by six of the Court's seven justices. Five of those six were appointed to the Court by the Republican Governor. Only Justice Stanley Mosk, appointed to the Court by Governor Pat Brown, declined to sign the order.

In response to the ruling, the California labor movement declared its intention to move ahead with its campaign to place an initiative on the November ballot mandating continued funding for Cal/OSHA. "The issue of restoration should be decided in November" by the people of California, Jack Henning, head of the California Labor Federation (AFL-CIO) said in response to the Court's announcement.

### Full Speed Ahead

"We are proceeding at full speed with our campaign to gather petitions and qualify the initiative for the November general election,"  
See PAGE TWENTY-FIVE

## SMUD's future uncertain, members vote on MOU

IBEW members at Sacramento Municipal Utility District are voting on a new MOU which would extend existing wages, benefits and working conditions for a six-month period, ending June 30, 1988. Results will be announced in the March issue of the Utility Reporter.

In the meantime, the troubled District is looking at various options to pursue in the future.

Specifically, the District has been considering selling or shutting down Rancho Seco. Currently, feasibility studies are underway which will include public input.

The District's next move is expected to be announced in late February.

Approximately 1000 employees are in the IBEW Local 1245 unit at the District.

## Two members die in January accidents

PG&E Lineman Steve Young, 29, died following an accident in Santa Cruz on January 27.

First reports indicate he was electrocuted when he came in contact with a common open neutral.

CPR was administered by crew members before Young was rushed to Community Hospital where he

was pronounced dead at 10:43 a.m.

A 10-year member of IBEW Local 1245, Young is survived by his wife, Lark and two sons.

A fund to benefit his children has been established. Contributions can be sent to: Young Family Memorial Fund, c/o Art Freitas, Electric T & D, 615 Seventh Avenue, Santa Cruz, CA 95062.

Outside Lineman Patrick Loftus, a foreman with Beaudoin Electric, was killed when the pickup he was driving was crushed by a big rig on January 4.

The accident occurred just before 1 p.m. on the San Bernardino Freeway in Ontario at Hill Haven.

Crew member Mike Pruitt was following in another vehicle, and

witnessed the crash and subsequent explosion.

Loftus was a member of IBEW Local 1245 for nine years.

Deepest sympathy is extended the Loftus and Young families.

### In Memoriam

Steve Young

March 10, 1958

January 27, 1988

### In Memoriam

Patrick Loftus

Sept. 20, 1944

January 4, 1988



## Negotiations ahead; proposals considered; work picture reviewed

### Utility Reporter

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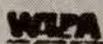
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IBEW Local 1245's Outside Line Negotiating Committee met February 8-10 in Walnut Creek to prepare proposals for changes in the Outside Line Agreement.

Committee members include Don Kimball, Don Holler, Alex Urrutia and Tube Dudley, and staff members Curt Peterson, Tom Heyl, and Ron Fitzsimmons.

The February Unit Meetings this month focused on discussing possible contract proposals.

Business Representative Heyl reports that the work picture is seasonally very slow, but indicates that three steel pole transmission lines will start in late March. They include:

- **Murphys to Belota**, with the poles to be delivered in late March, and the wire to start in August.
- **Livermore to Tracy**; no date set yet.
- **Reno Valley Road**; excavation, and footers started.

Peterson reports that some of the hard-money bids in Southern California for the month of February include:

- 7¾ miles of 230 kv tower line on the **Serrano Villa Park** 230 kv line.
- A 4 kv to 16 kv cutover in **Long Beach**.
- **Several distribution jobs** in the Victorville District for **Southern California Edison Company**, plus six or seven new substation jobs on Edison property.
- At the present time, the following companies have **substations under construction**: **Beaudoin**, three; **Lord Electric**, three; **International Line Builders**, two; and **Comstock Electric**, two.

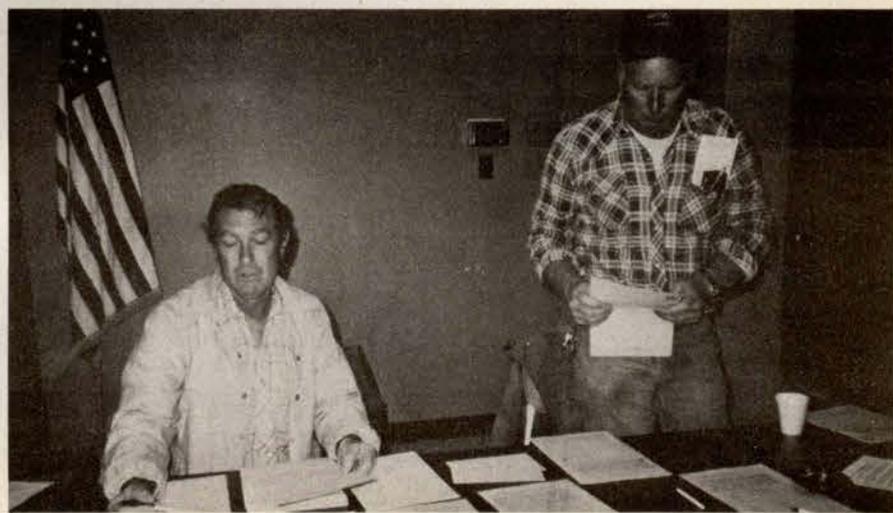
• Work in **San Diego** has slowed but several jobs on San Diego Gas and Electric are out for bid.

Currently, **Comstock Electric** has over 100 men on contract crews working on the property of Department of Water and Power, City of Los Angeles.

Also a new contractor, **Shawnee Electronics**, is doing an extensive 34.5 kv underground job for the City of Los Angeles. The new group is owned by IBEW member Ben Shawnee, and headed up by Project Manager Clyde Stribling, also an

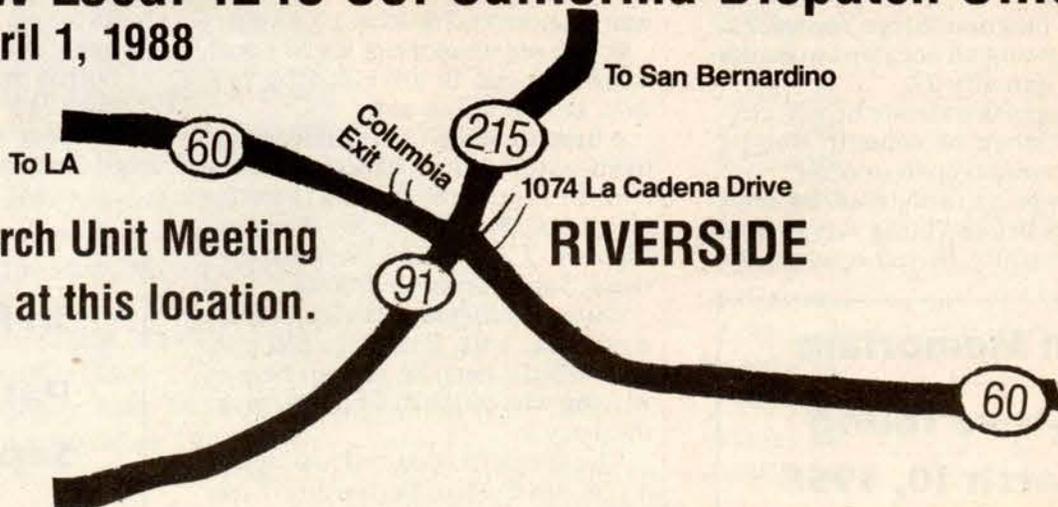
IBEW member. Congratulations Ben and Clyde.

Additionally, Comstock Electric has a contract for overhead line work for the City of Riverside. This is one of the first jobs with the City in many years. This job is managed by IBEW 1245 member Hank Cooke, General Foreman, and is progressing ahead of schedule. Work is underway on Van Buren Avenue on the edge of town.



Outside Line members recently gathered signatures for the Cal-OSHA initiative petition. Taking signatures, L-R, are Bob Blair Unit 4912 Executive Committee member and A.M. Fletcher, traveling member of IBEW Local 66.

### New IBEW Local 1245 So. California Dispatch Office Effective April 1, 1988



Regular March Unit Meeting will be held at this location.

# APPOINTMENTS

## PACIFIC GAS AND ELECTRIC COMPANY

### PG&E Clerical Ballot Committee

Vida Anderson  
Olivia Mercado  
Pat Collins  
Norma Ricker  
Barry Claybaugh  
M. Grace Coyle

### OUTSIDE LINE

#### Outside Line Negotiating Committee

Alex Urrutia  
Don Kimball  
Don Holler  
Tube Dudley

## SIERRA PACIFIC POWER COMPANY

### 1988 Negotiating Committee

Gino Aramini  
Louis Johnson  
Pat Lantis  
Kenneth Lutzow  
Betty Newberry  
John Pardick  
Keith Smith  
Frank Davis

## CITY OF ALAMEDA BUREAU OF ELECTRICITY

### 1988 Negotiating Committee

Timothy Meire  
Lawrence Rodriguez  
Lawrence Sanderson  
Henry Steffanetti

## YUBA COUNTY WATER AGENCY

### Negotiating Committee

Charlie Hall

### CP NATIONAL

#### Wage Opener Negotiating Committee

Kevin S. Merrill  
Don Raymond  
Joann Villalovos

## Pacific Tree pact approved

At a series of ratification meetings, January 18-22, Pacific Tree members approved a contract which includes a 2.3% increase, new job citing provisions and minor language changes.

Ballot Committee members at various locations included: Larry Marshall, Albert Horn, Marvis S. Parker, John Shepherd, Edwin Garcia, Jr., Donald Rogers, Jessie Chandler, Bryan S. Owen, Harry Beckwith, John W. Hagins, Ronnie Barris, Jim L. Jones, Ronald E. Barris, David Escotto.

## Sierra Pacific bargaining starts

Sierra Pacific bargaining got underway on February 9 in Reno.

The entire contract is open for negotiation.

The Local's Committee met in late January to review membership proposals, and prepare a set of items to take to the table.

Committee members include Gino Aramini, Louis Johnson, Pat Lantis, Kenneth Lutzow, Betty Newberry, John Pardick, Keith Smith, and staff members John Stralla and Orv Owen.

# POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



## Members seek signatures for Cal/OSHA petition

Members of IBEW Local 1245 have mobilized forces to seek needed signatures for the initiative petition drive to restore Cal/OSHA.

This grass roots effort is being repeated throughout the state by thousands of Union members who are committed to working toward restoring the state's highly valued Occupational Health and Safety program.

It will take the signatures of thousands of registered voters to turn around the single act of Governor Deukmejian who matter-of-factly wiped out the Cal/OSHA program in July 1987.

Subsequently an appellate court found that the Governor had exceeded his authority by killing funds mandated for Cal/OSHA by the Legislature. The State Supreme Court has accepted an appeal by the Governor to reverse that finding, but no hearing date has been set for the case.

Meanwhile, the initiative petition drive continues. There are dozens of groups seeking petition signatures for numerous good cause at this time.

Make sure you sign the Cal/OSHA restoration petition — your life could depend on it.

Since Federal OSHA has been taken over in California, inspections on the basis of worker complaints have decreased dramatically compared to Cal/OSHA statistics for the previous year. The total of all types of inspections in California during the first six months under federal OSHA was 312. Cal/OSHA made 10,320 inspections during the corresponding months of 1986.

Such statistics speak clearly. Now you can let your signature — and your vote in November carry Labor's clear message to the Governor: "Bring back Cal/OSHA!"

In Unity,

# COMPANY'S LETTER

PACIFIC GAS AND ELECTRIC COMPANY

PG&E + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

February 5, 1988

Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 4790  
Walnut Creek, California 94596

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This letter and its attachments will confirm the Company's understanding of the settlement reached on January 29, 1988, between the Company's Negotiating Committee and the Union's Negotiating Committee in the 1987/88 negotiations with respect to the IBEW Clerical Agreement between Company and Local 1245:

## 1. Wages

Employees covered by the Clerical Agreement will receive a two and three-quarter percent lump sum payment, to be applied on a quarterly basis during 1988 and 1989, to be paid in the month immediately following the end of each quarter. The Lump Sum Bonus shall be included in covered compensation only for purposes of the Savings Fund Plan, and shall not be included for purposes of any other benefit plan.

Effective upon ratification, the wage steps and starting rate for all new hires into beginning classifications as defined in Attachment C will be restructured. The starting rate, established on January 1, 1987 will be reduced by 12.5 percent. Each classification will have one additional wage step added to its progression, with the top step equal to the top step established on January 1, 1987. The interim steps will be restructured to provide equal distribution of the difference between the new starting and top step. (See Attachment C.) These rates will not apply to any employee who has a Service date prior to the date of ratification.

A wage reopener was agreed to for clerical employees for 1990.

## 2. Extension of Pension Bands

The Company will provide Union extended Pension Bands at a later date.

## 3. Health Committee

The Company and Union will establish a task force to determine the most effective means of obtaining bargaining-unit employees' participation in HealthWise and, if appropriate, establish a pilot HealthWise Program in 1988 or thereafter.

## 4. Health Maintenance Organizations

The Company and Union will establish a task force to jointly establish guidelines and objectives for selecting future HMO contractors. The Company and Union will survey HMO's and HMO enrollees to determine whether HMO's are meeting the established philosophy. All phases of this joint study will be conducted by August 1, 1988 in order to be prepared for the 1989 open enrollment period.

## 5. Substance Abuse Program

The Company and Union will establish a pilot Substance Abuse Program for active employees and their dependents enrolled in the Blue Cross Medical Service Plan with the following conditions:

- Expenses will be covered at 100 percent per course of treatment.
- A course of treatment includes in-patient and/or out-patient benefits.
- No more than two courses of treatment in a lifetime.
- To be eligible for payment the employee or dependent must select from a list of pre-approved substance abuse treatment facilities or be under the direction of the Company's Employee Assistance Program.
- The Company will have the final selection of the Substance Abuse Administrator.
- The Company and Union will jointly review the Substance Abuse Program in 1988 to determine whether this program should be expanded to include Health Maintenance Organization enrollees.
- The Company and Union will jointly determine if a free-standing Mental Illness Plan should be established starting plan year 1989.
- The Substance Abuse Program will be effective upon ratification for employees covered by Blue Cross on the date of ratification.

## 6. Open Enrollment

Open enrollment for Medical Plans for Clerical employees will be held as soon after ratification as possible.

## 7. Effective Date of Health Plan Changes

The effective date of Health Plan changes shall be April 1, 1988.

## 8. Retiree Open Enrollment

Every three years, beginning in 1987, the Company will provide retirees the opportunity to change health plans during the same open enrollment period offered to active employees.

## 9. Holiday Entitlement

The holiday entitlement as provided for under Section 103.1 of this settlement package will be retroactive to January 1, 1988 upon ratification of said package. Following ratification, clerical employees who have taken a birthday holiday during 1988 prior to ratification may notify the Company to have such day converted to a vacation day and such employees will be credited with one additional floating holiday.

## 10. Meal Reimbursements and Time Taken

The provisions of Section 16.2 as contained in this settlement package will be retroactive to January 1, 1988 upon ratification of said package. Following ratification, clerical employees who would have been entitled to a one-half hour time allowance as specified in Section 16.2(a) and/or received a meal reimbursement during 1988 prior to ratification may notify the Company of such entitlement to receive the appropriate retroactive adjustment.

## 11. Clerical Meals Clarification

An Ad Hoc Committee will be established to negotiate a clerical meals clarification to be completed by June 1, 1988.

## 12. Service Planning

Company and Union agreed that Operating and Customer Services clerical employees may be assigned New Business work. Customer Services employees currently assigned new business duties, but reassigned to the Operating clerical line of progression will be specifically named and by May 2, 1988 must elect to bid to either Customer Services or Operating. In addition, any future General Wage Increases and step increases will continue to be applied as long as such clerks remain in their current position. Initial job evaluations for the purpose of job grading will be based on the Position Evaluation Questionnaire completed in 1987 by the subject clerks in their current position for that purpose. Attached to this letter and made a part of this Agreement is a Clarification of Title 18 and Title 19 rights and an election form for clerks in Service Planning Units.

## 13. Job Bidding and Demotion

### a) Peninsula Division

Current clerical employees headquartered in Peninsula Division will be specifically named and will maintain their rights to bid to the former San Jose Division and to the rest of Golden Gate Region as long as they remain in Peninsula Division. All employees who bid or transfer into or are hired in Peninsula Division after April 1, 1988 will be considered as employees of Golden Gate Region only.

### b) Operating Clerical

Company and Union agreed to the elimination of the department designation for Operating Clerks. Exhibits A and F of the Clerical Agreement will be updated to remove such designations.

## 14. Pre-arranged Overtime

The parties agreed there will be no penalty, financial or otherwise, for failure to comply with the 24-hour notice recommended in Section 12.3 of the Clerical agreement.

## 15. Miscellaneous

The parties agreed to make the Clerical Agreement gender neutral, e.g., remove references to "him," "his," etc., and to replace the word Division with Region, where appropriate. Gender changes will be made to amended Sections prior to reprinting the Agreement and the remaining Sections will be corrected no later than the next reprinting.

## 16. Attachments

Attached, in addition to the proposed letter agreements mentioned above, are amended contract sections as agreed to during the negotiations, as follows:

Attachment	Amendments To:
A	Clerical Agreement and its Exhibits, Supplements and Clarifications,
B	Exhibit A of the Clerical Agreement
C	Restructured Wages
D	Exhibit C of the Clerical Agreement - Meter Reader Agreement
E	Benefit Agreement
F	Health, Dental and Vision Agreement

If any of the above or the attachments hereto are not in accordance with your understanding of our settlement, please let me know immediately.

Yours very truly,

*Richard B. Bradford*

RICHARD B. BRADFORD  
Manager of Industrial Relations

## COMPANY'S LETTER

### LINE OF PROGRESSION ELECTION FORM FOR SERVICE PLANNING CLERKS FORMERLY IN CUSTOMER SERVICE OFFICES

(Employee's name)

In accordance with the provisions of the Clerical Settlement your position in Service Planning has been reclassified from a Customer Services classification to an Operating clerical classification. In addition, you are to have a one time opportunity to elect your preference to retain Title 18/19 rights in the Customer Services Line of Progression or assume Title 18/19 rights in the Operating clerical line of progression. You must make this election by May 2, 1988.

I wish to retain my Title 18/19 rights in the Customer Services Line of Progression. I understand that this election may deny me upgrades to temporary vacancies in operating classifications as a Subsection 18.8(b) bidder. I also understand that I can only reverse this election through the bidding/transfer procedure.

I elect to assume Title 18/19 rights in the Operating clerical line of progression. I understand that this election may deny me upgrades to temporary vacancies in the Customer Services Department.

I have reviewed the attached Clarification and understand my election.

\_\_\_\_\_  
Employee's signature

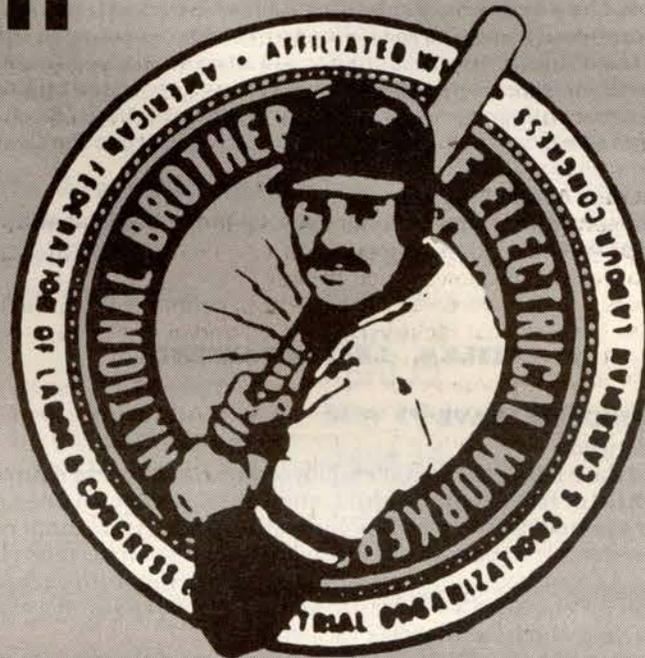
\_\_\_\_\_  
Date

### CLARIFICATION OF TITLE 18 AND 19 RIGHTS FOR CLERKS IN SERVICE PLANNING UNITS.

1. Former Customer Services clerks performing new business duties, electing to retain Title 18/19 rights in the Customer Services line of progression, will be reclassified to Operating clerks but will be given a class code unique to them which will only allow them to bid into the Customer Services line of progression as an 18.8(b) or (c) bidder. Those who elect to be in the Operating line of progression will be given the appropriate Operating clerk class code.
2. Service Planning clerks who elect to retain Title 18/19 rights in the Customer Services line of progression can only reverse that election through the bidding procedure, i.e., bid into an Operating classification and be awarded a vacancy under Subsection 18.8(d) or through the transfer procedure.
3. Upgrades in Service Planning will be offered to the senior qualified employee in the headquarters with an 18.8(a) or (b) bid on file. It will be important to note that if the "next lower" clerk in Service Planning has elected to retain a line of progression into Customer Services, that person would be an 18.8(d) bidder for upgrade purposes in Service Planning. Therefore, training will be given at the earliest practical opportunity to that employee in the headquarters who is an 18.8(b) bidder.
4. Service Planning clerks who have elected to retain Title 18 rights in the Customer Services line of progression will be considered for temporary Customer Services vacancies occurring in their headquarters.
5. Service Planning positions are in the Operating clerical line of progression.
6. Elections to retain Title 18/19 rights in the Customer Services line of progression attach to the incumbent not the position.
7. If a lack of work occurs in a Customer Services department then the Service Planning clerk (who has retained Title 18/19 rights in the Customer Services line of progression) will not be considered in determining the least senior employee in Customer Services.
8. If a lack of work occurs in a department having Operating clerical classifications then the Service Planning clerk will be considered in determining the least senior employee. The incumbent then exercises Title 19 rights based on their election of being either in the Customer Services or in the Operating line of progression.

# Slo-Pitch Softball Tournament

Mark Your Calendar  
IBEW Local 1245  
11th Annual Slo-Pitch  
Softball Tournament  
Saturday, May 21, 1988  
Sunday, May 22, 1988  
Willow Pass Park, Concord



Team play for members & immediate family. Tournament USSSA sanctioned. Winners of Open Division to advance to state championship. Individual trophies for the 1st place teams, team trophies for 2nd & 3rd place in all divisions.

## Plan to Attend – Two days of Fun!

## GUIDE TO READING AGREEMENT AMENDMENTS:

- New language is in *bold face italic type*.

- EXPLANATIONS follow new Sections and are set in in this typestyle.



# AGREEMENT AMENDMENTS

## CLERICAL

### TITLE 2. RECOGNITION

#### 2.1 RECOGNITION (Clerical)

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, Company recognizes Union as the exclusive representative of all office and clerical employees, including Meter Readers and **Credit Representatives**, in Company's geographical Divisions **and Regions and Departments, as follows:**

Materials Distribution (*except General Office*)  
Computer Operations  
Design-Drafting  
Construction Accounting (*VP Comptrollers*)  
Corporate Accounting (except the Accounting Research and Analysis Section) (*VP Comptrollers*)  
Customer Accounting  
Payment Accounting (*VP Comptrollers*)  
Accounting Data Control Section (*VP Comptrollers*)  
Pipe Line Operations  
Mail Processing Center  
Reprographics Section (20-RC-14824)  
Maintenance and Operations and Garage of the Building and Land Services Department  
Gas Measurement and Production — Gas Chart Office (32- RC-650)

The foregoing applies to areas and Departments for whom the National Labor Relations Board has certified Union as such representative; excluding supervisors, confidential employees, and all other employees in Company's General Office. Whenever the word "Division" or "Region" is used hereinafter, it may be construed to apply to Departments hereinabove enumerated, provided the context makes such application reasonable. (Amended 1/1/88)

EXPLANATION: To clarify which employees are covered by the Clerical Agreement.

### TITLE 5. UNION ACTIVITY

#### 5.6 NEW EMPLOYEE INFORMATION

Company's local Human Resources Representatives shall, through local supervisors, notify the designated local Shop Steward or Representative of Union of the reporting for duty of new bargaining unit employees. Upon said notification, the parties may schedule necessary paid time (not to exceed one-half hour) and facilities for Union to provide orientation information regarding the obligations and benefits of Union membership. In addition, Company will include a one-page document, as submitted by Union, in the customary new employee orientation information package. Such document or discussion shall not include any matters derogatory to the Company and its customers. (Amended 1/1/88)

EXPLANATION: To allow Union representation, up to one-half hour with pay, for new employee orientation.

### TITLE 6. LEAVE OF ABSENCE

#### 6.2 PERIODS OF LEAVE

(a) Unchanged.  
(b) Child Care Leave: A regular employee who has **become a parent by the birth of a child** or has adopted a child, shall be entitled to an unpaid "leave of absence" for a period not to exceed six consecutive months, without reference to urgent and substantial personal reasons to care for such newborn or adopted child. When an employee who was granted a leave for child care applies for reinstatement the employee will be returned to the employee's former classification and headquarters which the employee vacated.

An employee shall be entitled to an additional "leave of absence" for a period not in excess of six consecutive months for child care with the understanding that the employee may return to work provided a vacancy exists in the classification and headquarters which the employee vacated, or in a classification lower thereto in the line of progression at such headquarters.

If a vacancy of this kind does not exist after the second six consecutive months, the employee's service shall be terminated. (Amended 1/1/88)

EXPLANATION: To grant up to six consecutive months of unpaid "leave of absence" to a regular male or female employee who has become a parent by the birth of a child. This incorporates Letter of Agreement R1-85-65 into the contract section.

#### 6.9 FUNERAL LEAVE

(a) If at all possible, a regular employee will be granted the actual time off with pay necessary to attend the funeral of a member of the immediate family, including the time the body may lie in state and the day of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed three workdays. **Unused vacation or floating holidays may be granted to extend an employee's funeral leave beyond the three days provided for above or personal time off without pay for the time needed will be granted.** The immediate family shall be limited to: an employee's spouse, parent, grandparent, grandparent-in-law, parent-in-law, child, grandchild, son-in-law, daughter-in-law, stepchild, brothers, sisters, half-brothers and half-sisters, foster parents, **step-parents**, or a more distant relative who was a member of the employee's immediate household at the time of death. (Amended 1/1/88)

- (b) Unchanged.  
(c) Unchanged.

EXPLANATION: To allow the use of vacations, floating holidays or personal time off to extend an employee's funeral leave beyond three days. Also includes step-parents in the definition of immediate family.

#### 6.10 JURY DUTY

Employees who are summoned to serve on a grand jury, trial jury, or a jury of inquest will be granted the necessary time off for this purpose under the following conditions:

(a) Regular employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be rescheduled to a first shift during such a period of time at the straight rate of pay, and such employees assigned to a second shift who are required to report to the jury commissioner on a second consecutive workday or more shall be rescheduled to a first shift on a Monday-Friday basic workweek during such a period of time at the straight rate of pay. Such employees will be paid at their basic rate of pay. In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered as time worked and, if dismissed by the court on any workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work. (Amended 1/1/88)

(b) Unchanged.

(c) Employees shall advise their supervisor on the workday following receipt of notice that they are required to report for jury duty service. **The employee may be required to provide receipt of such notice to their supervisor.** (Amended 1/1/88)

EXPLANATION: To delete the reference to "actually impaneled on a jury". This allows for rescheduling second shift employees to first shift if they are required to report to the Jury Commissioner on a second consecutive workday or longer. Also, the employee may be required to provide to supervisor a receipt of Jury Duty Notice.

#### 6.12 ADOPTION

Regular employees will be allowed **up to 8 hours of** time off with pay (as necessary) for court appearances in connection with child adoption procedures. **Such time may be taken in increments of one hour or more.** (Amended 1/1/88)

EXPLANATION: To allow 8 hours off with pay for court appearance in connection with adoption. Time will be granted in increments of one hour, not to exceed a total of eight hours.

### TITLE 7. SICK LEAVE

#### 7.8 ABUSE

Company may require satisfactory evidence of an employee's illness or disability before sick leave will be granted. If an employee abuses the sick leave provisions of this Agreement by misrepresentation or falsification, he shall restore to Company all sick leave payments he received as a result of such abuse. In case of recurring offenses by the employee, Company may cancel all or any part of his current and cumulative sick leave, and may treat the offense as it would any other violation of a condition of employment. Charges of alleged discrimination in the application of this Section shall be investigated by the Local Investigating Committee described in Section 102.6(9.6). (Amended 1/1/88)

EXPLANATION: To correct reference to Sections.

**TITLE 9. GRIEVANCE PROCEDURE****9.6 STEPS****STEP TWO  
LOCAL INVESTIGATING COMMITTEE**

(3) (a) Within 30 calendar days following the filing of a grievance which does not concern an employee's qualifications for promotion or transfer (except as provided in the next paragraph for **Inter-regional or G.O. Departmental prebids** or transfer applications), or his demotion, suspension or termination of employment, the Local Investigating Committee shall prepare a report of its findings, which shall include: (i) a mutually agreed-to brief narration of all the events and factors involved in the dispute, and (ii) the Committee's mutually agreed-to findings with respect thereto. If the Committee has reached an agreeable disposition of the grievance, the report shall also contain a statement to that effect and the reasons therefore. **(Amended 1/1/88)**

Inter-regional or G.O. Departmental prebids or transfer applications shall be subject to the further limitation, however, that the report of the employee's present **Regional or G.O. Departmental** Local Investigating Committee shall be forwarded within 15 calendar days from the date a report was requested by the bypassing **Region or G.O. Department** and further, the latter Committee must dispose of the grievance, in the manner described above, no later than 15 calendar days thereafter. **(Amended 1/1/88)**

If the grievance is not resolved in 30 calendar days following its being timely filed, either Company or Union may request "Certification to Fact Finding." If "Certification to Fact Finding" is not requested by either party, the Grievance shall be automatically referred to the **Region or G.O. Department** Joint Grievance Committee. **(Amended 1/1/88)**

The referral in either event shall be accompanied by the report referred to above. The referral shall also include either an agreed-to summary or separate summaries of the reasons (facts or factors in dispute) why the Local Investigating committee could not resolve the grievance.

If either party requests "Certification to Fact Finding," copies of the report and the request shall be forwarded to the Chairman and the Secretary of the Review Committee. If the Chairman and the Secretary of the Review Committee have rejected referral of the Grievance to Fact Finding within seven calendar days following receipt of the request, or if the request is not received within the seven calendar days following the expiration of time limits stated for resolution by the Local Investigating Committee, the grievance will be automatically referred to the Joint Grievance Committee.

(b) Within 15 calendar days following the filing of a grievance which does concern an employee's qualifications for promotion or transfer (except as provided above for **Inter-regional or G.O. Departmental prebids** or transfer applications), or an employee's demotion, suspension or termination of employment, the Local Investigating Committee shall prepare a report of its findings as set forth in Subsection (a) above.

If such grievance is not resolved in 15 calendar days following its being timely filed, the grievance must be referred to and accepted by the Fact Finding Committee. The referral shall also include the report referred to above and either an agreed-to summary or separate summaries of the reasons (facts or factors in dispute) why the Local Investigating Committee could not resolve the grievance. **(Amended 1/1/88)**

**STEP THREE  
FACT FINDING COMMITTEE**

The Fact Finding Committee shall be composed of the Chairman of the Review Committee or his designee, the Secretary of the Review Committee or his designee, and the **Human Resources** Manager and the Business Representative involved in the preceding step.

The Fact Finding Committee shall hold hearings or meet at such places and times as it deems necessary to resolve the grievance. If the grievance is resolved by the Fact Finding Committee before the expiration of the 30 calendar days following the date of referral from the preceding step, the Committee shall issue an agreed-to "Memorandum of Disposition," copies of which shall be distributed to each member of the Committee and to the grievant, and such others as the Committee determines.

If the Fact Finding Committee has not settled the grievance within 30 calendar days following receipt of or acceptance of certification, it may, by mutual agreement of the Secretary and Chairman, be:

- (1) referred to arbitration; or
- (2) referred to the **Region or G.O. Department** Joint Grievance Committee; or
- (3) referred back to the Local Investigating Committee for further information and/or instructions as to the grounds for settlement; or

If none of the foregoing can be mutually agreed to, the complete grievance file shall be referred to the Review Committee. **(Amended 1/1/88)**

**STEP FOUR  
REGION OR G.O. DEPARTMENT JOINT GRIEVANCE COMMITTEE**

A "Joint Grievance Committee" shall be established in each geographical **Region or G.O. Department**, in the Materials Distribution Department, in the Pipe Line Operations Department and in General Construction. Each Committee shall consist of three members appointed by the Company and three members appointed by the Union except that the Committee appointed in General

Construction shall consist of five members appointed by Union and five members appointed by Company. The three members appointed by Union to the Materials Distribution Committee shall include the member appointed to represent the office and clerical employees of such department. Employees who are appointed members of a Joint Grievance Committee shall be allowed only such time-off with pay as is necessary for attendance at the Committee's meetings. **(Amended 1/1/88)**

There shall be no permanently established Joint Grievance Committee for the Communications and Building Departments of Company's General Office, the Gas Meter Repair Facility at Fremont and Diablo Canyon Power Plant. Whenever a case is to be referred to a Joint Grievance Committee under this procedure in any of the above-named departments, a committee shall be established consisting of three members appointed by Company's Department Head and three members appointed by Union in addition to a Company-appointed Industrial Relations Representative and a Union-appointed Business Representative. The Committee thus established shall meet within ten workdays of its establishment and shall have all the duties and perform the name functions as a **Regional or G.O. Departmental** Joint Grievance Committee with respect to the grievance or grievances on its agenda. **(Amended 1/1/88)**

The Committee shall, within 30 calendar days following its next regularly scheduled monthly meeting date after receiving the referral and report of the Fact Finding Committee or the report of the Local Investigating Committee, whichever is applicable: (1) settle the grievance, or (2) refer the case to the Review Committee, or (3) either Company or Union may request certification from the Chairman and the Secretary of the Review Committee to refer the case directly to arbitration.

Any Grievance which is not so settled within 30 calendar days or if the Chairman and Secretary of the Review Committee have not approved a request for certification to arbitration within seven calendar days after receipt of such request, the grievance shall be automatically referred to the Review Committee.

A referral to Review Committee or request for certification to arbitration shall be accompanied by a joint summary of the discussions held at the **Region or G.O. Department** or General Construction Joint Grievance Committee meeting and a joint statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefore, and the basis for settlement, if any advanced by each.

Notwithstanding all of the above in Step Four, **Region or G.O. Department** may, by mutual agreement between the Company's **Region or G.O. Department Human Resources** Manager and Union's Business Representative, elect to replace the Joint Grievance Committee with a **Region/Department** Joint Labor-Management meeting as outlined in Section 8.4 of the Agreement. **(Amended 1/1/88)**

**EXPLANATION: To change the word Division to Region or Regional. The words Region or Regional are equivalent as used in the contracts. Also changes post-bids to prebids and Personnel to Human Resources.**

**TITLE 10. HOURS OF WORK****10.7 HOURS CHANGES — PUBLIC AUTHORITIES OR AGREEMENT**

(a) The regular hours of work established herein may be changed by Company at the request or direction of public authorities, provided, however, that before any such change is made Company shall discuss it with Union. Company shall not be required to pay overtime compensation by reason of any change made as provided in this Subsection.

(b) Such hours of work and the basic workweek may also be changed by agreement between Company and Union. **(Amended 1/1/88)**

**EXPLANATION: To clarify title.**

**10.8 TEMPORARY CHANGE OF HEADQUARTERS**

If an employee is required to leave his regular headquarters and report to a temporary headquarters the travel time involved shall be considered as time worked. If an employee is required to report to headquarters, he shall be paid for the amount of travel time involved which is in excess of the time normally taken in traveling from his living quarters to his regular headquarters. If an employee is required to leave a temporary headquarters and return to his regular headquarters the travel time involved shall be considered as time worked. If an employee goes directly from a temporary headquarters to his living quarters, he shall be paid for the amount of travel time involved which is in excess of the time normally taken in traveling from his regular headquarters to his living quarters. **The provisions of Section 15.2 shall apply to the use of an employee's personal vehicle. (Amended 1/1/88)**

**EXPLANATION: To clarify that reimbursement shall be made to employees who use their personal vehicles to report to a temporary headquarters.**

**TITLE 12. OVERTIME****12.2 RATE AND DOUBLE TIME CONDITIONS, as follows:**

(a) In general, overtime compensation at the rate of 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 12.1; except that

(b) the time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two times the employee's straight rate of pay, or

(c) if, following an employee's dismissal from work or on an employee's non-work day or holiday which the employee is scheduled to have off, the employee is called out for work, he shall be paid at two times his straight rate of pay for all work performed outside his regular work hours or on a non-work day or holiday which the employee is scheduled to have off. **(Amended 1-1-88)**

**EXPLANATION: To clarify that call-out work on holidays is paid at the double-time rate of pay.**

**TITLE 12. OVERTIME****12.4 TRAVEL TIME – EMERGENCY**

Employees who are called from their **homes** for emergency work on their non-workdays or on holidays which **they are entitled to have off**, or outside of their regular work hours on workdays shall be paid overtime compensation for the actual work time and travel time in connection therewith. *(Amended 1/1/88)*

**EXPLANATION:** To clarify language and change living quarters to home to be consistent with Physical Contract language in Section 208.6.

**12.5 TRAVEL TIME – CALL OUT BEFORE WORK HOURS (CLERICAL)**

If an employee, who is called out for emergency work outside of his regular work hours on a workday, continues to work into or beyond his regular work hours he shall be paid overtime compensation for actual travel time only from his **home**. *(Amended 1/1/88)*

**EXPLANATION:** To change living quarters to home to be consistent with Physical Contract language in Section 208.7.

**12.6 TWO-HOUR MINIMUM – EMERGENCY**

The minimum time for which overtime compensation shall be paid under the provisions of Section 12.4 shall be 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 12.5 and for actual work time up to regular work hours unless the provisions of Section 12.10 are applicable. **When an employee is called out for emergency work during his lunch period, the minimum time provision hereof shall not be applicable, but such employee shall be paid at the overtime rate of pay for the actual time worked during the lunch period.** *(Amended 1/1/88)*

**EXPLANATION:** To make the Clerical language like the Physical language by adding provisions for paying the overtime rate of pay for actual time worked during the lunch period.

**12.7 PREARRANGED OVERTIME**

When, at the request of the supervisor in charge, an employee reports for prearranged work (a) 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 **home** and for actual work time up to regular work hours unless the provisions of Section 12.10 are applicable; (b) 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 **home** shall be paid for; and (c) 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 by the end of his preceding work period on a workday. **However, Company shall make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays.** *(Amended 1/1/88)*

**EXPLANATION:** To provide that the Company make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays.

**12.10 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) Unchanged.
- (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** be excused from reporting for work until the beginning of the second half of his workday, and he **shall** be paid for the time between the expiration of the rest period and the end of the first half of his workday. *(Amended 1/1/88)*

(2) If the rest period extends into the second half of his workday, the employee **shall** be excused from reporting for work until the following workday, and he **shall** be paid for the time between the expiration of the rest period and regular quitting time on such day. *(Amended 1/1/88)*

(3) In the application of the foregoing, an employee, **due to operational needs, may be required to report to work at the end of the employee's rest period.** *(Amended 1/1/88)*

- (f) Unchanged.

**EXPLANATION:** To include changes in language in (e)(1) and (2) that shall allow an employee to be excused from reporting back to work until the second half or the following day with pay; (e)(3) language change may require an employee to report back to work after an eight hour rest period, if operational needs require the employee's presence.

**12.11 TIME OFF IN LIEU OF OVERTIME – PROHIBITED**

**Company shall not require employees to take equivalent time off during a workday in lieu of overtime compensation.** *(Added 1/1/88)*

**EXPLANATION:** To prohibit use of compensatory time off instead of overtime pay.

**TITLE 14. HOLIDAYS****14.1 HOLIDAY ENTITLEMENT**

Only regular employees who are not on a "leave of absence" and who:

- (a) are paid for the workdays immediately before and after the holiday, or
- (b) are off work with permission, but without pay, for reasons of illness or disability, on the workdays immediately before and after the holiday, or
- (c) are paid for the workday either before or after the holiday but are off work with permission without pay on the other day,

shall, except as provided in Section 103.7(14.7), be entitled to have the following holidays off with pay when they fall on a work day in his basic workweek:

New Year's Day	(January 1)
Washington's Birthday	(3rd Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Friday after Thanksgiving	(see 14.5 below)
Christmas Day	(December 25)
Three Floating Holidays	(see Section 14.3)

*(Amended 1/1/88)*

**EXPLANATION:** To change Birthday Holiday to a Floating Holiday.

**14.2 BIRTHDAY HOLIDAYS**

*(Deleted 1/1/88)*

**EXPLANATION:** To eliminate reference to Birthday Holiday.

**14.3 FLOATING HOLIDAYS**

An employee may select any day as a floating holiday, either during the vacation sign-up provided for in Section 8.13 or during the year. **Except in emergencies, employees shall make a good faith effort to notify their supervisor at least 24 hours in advance for all floating holidays which are not scheduled in accordance with Section 8.13.** A supervisor may, however, limit the number of employees in a classification at a headquarters who may be off on a floating holiday on any given day. If more employees elect a specific day as a floating holiday than can be permitted to be off on that day, the preference will be given in order of service to employees who sign up during the annual vacation sign-up. Under no circumstances may an employee with greater service "bump" an employee who has signed up for a given floating holiday earlier in the year. *(Amended 1/1/88)*

**EXPLANATION:** To have employees make an effort to notify their supervisors, at least 24 hours in advance, of any non-scheduled floating holidays that an employee needs off.

**14.4 SUNDAY HOLIDAYS**

When any of the above holidays falls on a Sunday, the Monday following shall be observed as the holiday. *(Amended 1/1/88)*

**EXPLANATION:** To remove reference to employee's Birthday Holiday.

**14.7 WORK ON HOLIDAYS**

(a) Notwithstanding Section 14.1, regular employees may be required to work on holidays which fall on their workdays, in which event any such employee shall, in addition to his holiday pay, be paid at one and one-half times his straight rate of pay for all time worked on such days. **Those regular employees listed in Section 10.6 and Exhibit G may, by agreement between the employee and the Company, take an additional workday off with pay in lieu of the holiday pay which will be scheduled in accordance with Section 14.6.** If Company determines that the services of an employee who is regularly scheduled to work on holidays are not required on a holiday, such employee shall take the holiday off with pay. *(Amended 1/1/88)*

- (b) *(Deleted 1/1/88)*

**EXPLANATION:** To make Clerical language read similar to Physical language by allowing an additional workday off with pay instead of holiday pay for certain employees. Also deletes the Birthday Holiday provisions which have been changed to a Floating Holiday. See 14.1 .

## CLERICAL

### TITLE 15. EXPENSES

#### 15.5 TRAVEL AND EXPENSES – NON-COMMUTABLE LOCATION

(a) If it is impracticable for an employee who attends training classes to return to **the employee's** regular headquarters or living quarters each day, Company shall, for the duration of the training assignment, provide **such employee** board and lodging or, at its option, provide **such employee** with lodging and **meal reimbursement as provided in Section 16.2(b) or reimbursement** for the reasonable cost for meals.

(b) An allowance for reasonable travel time incurred by an employee in traveling between **the employee's** regular headquarters or living quarters and the training location at the beginning and at the end of **the employee's** training assignment shall be authorized. Such allowance shall be computed at the straight rate of pay of **the employee's** classification at **the employee's** temporary headquarters and shall also include reimbursement for reasonable cost of meals incurred while traveling. Transportation shall be in accordance with the provision of Section 15.6.

(c) If on **an employee's** non-workdays **such** employee remains at the training location, **the employee's** board and lodging on such days shall be provided by Company. If Company does not provide board on such days, it shall reimburse **the employee** for the reasonable costs incurred in obtaining such meals, **or at the employee's option, provide meal reimbursement as in Section 16.2(b).**

(d) If an employee elects not to utilize Company-designated board and lodging on **the employee's** non-workdays, including any holiday which immediately precedes or follows **the employee's** non-workdays, Company shall allow **such employee**, for transportation, the sum of \$10.00 per day for each of such days. In lieu of such allowance, Company may provide transportation arrangements between the training location and **the employee's** living quarters or regular headquarters in accordance with Subsection 15.6(a). If **the employee** is scheduled to attend the training class for three consecutive weeks or more, transportation allowances under the provisions of Subsection 15.6(a), (b), or (c) will apply, commencing with the second weekend and **every** weekend thereafter for the duration of such scheduled attendance. **(Entire section amended 1/1/88)**

**EXPLANATION: To provide for meal reimbursement while attending training classes and on non-workdays during training classes.**

### TITLE 16. MEALS

#### 16.2 MEALS REIMBURSEMENT AND TIME TAKEN

(a) Company shall pay the cost of any meal which it is required to provide under this Title, and shall consider as hours worked the time necessarily taken to consume such meal, except, however, that when a meal is taken at Company expense following dismissal from work the time allowance therefore shall be one-half hour. If an employee who is entitled to a meal under the provisions of this Title **prior to work, during or** upon dismissal from work does not accept such meal he shall nevertheless be entitled to such time allowance of one-half hour **for each meal missed and meal reimbursement as provided in (b) below. (Amended 1/1/88)**

(b) At the employee's option, Company shall pay an allowance for any meal which it is required to provide in accordance with the following schedule:

1. Prior to reporting to work:
  - (i) Meal nearest regular starting time \$ 7.00
  - (ii) Meal nearest midpoint of regular hours \$ 7.00
  - (iii) Meal nearest regular quitting time \$14.00
2. Meal following dismissal from work \$14.00
3. **Meal missed during a work period \$14.00**

**(Amended 1/1/88)**

(c) Unchanged.

**EXPLANATION: To allow for reimbursement and one-half hour for each meal employee opts not to eat. In (b), the addition of subparagraph 3. allows for all meals missed during a work period and increasing the reimbursable dollar amounts for the term of the contract with no adjustments.**

### 25.1 TERM

This Agreement, having taken effect as of July 1, 1953, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of January 1, **1988** through December 31, **1990**, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term. **(Amended 1/1/88)**

**EXPLANATION: To provide for a three-year contract.**

### 25.3 LUMP SUM PAYMENTS AND WAGE REOPENER

(a) **Effective in 1988, each employee covered by this Agreement shall receive a quarterly lump sum payment equal to two-and-three-quarters**

### GUIDELINES FOR USE IN THE ADMINISTRATION OF TITLE 16 – MEALS

A Clerical Meals Clarification will be written and agreed to by Company and Union not later than June 1, 1988.

### TITLE 17. STATUS

#### 17.5 REGULAR STATUS

(a) **Regional or G.O. Departmental** employees shall be designated as probationary and regular, depending on the length of their Service.

(b) New employees shall be hired as probationary employees at a daily rate of pay not less than the minimum wage established for the classification of work to be performed. As long as a probationary employee retains such status, **the employee** shall not acquire any Service, or rights with respect to leave of absence, holidays, job bidding and promotion, demotion and layoff, sick leave, vacation, or similar rights and privileges.

(c) On the completion of **such employee's** first six months of Service which, notwithstanding the provisions of Section 17.3 above, is uninterrupted by absence for more than a cumulative total of 30 days due to (1) layoff, (2) sickness or disability, or (3) any other reason, a probationary employee shall be given a status of a regular employee, a definite job classification, and placed on a weekly rate.

(d) The transfer of a probationary employee from one job to another without interruption of work time shall not be considered an "interruption" of such six months' period of Service. **(Amended 1/1/88)**

**EXPLANATION: Language correction.**

### TITLE 20. SAFETY

#### 105.10 INDUSTRIAL INJURY REPORTS

(a) **In the event of a serious injury or fatal accident involving any employee covered by this Agreement, Company shall notify Union as soon as possible, but not later than 24 hours after such occurrence. (Added 1/1/88)**

(b) To the extent feasible, Company shall submit a quarterly summary of all lost-time industrial injuries to Union. Such summary is to be submitted at least 15 days in advance of regularly scheduled meetings of the Company-Union Health and Safety Committee.

**EXPLANATION: To have Company report serious injury or fatalities to the Union in a more timely manner.**

### TITLE 21. LABOR-MANAGEMENT COOPERATION

#### 21.8 PRODUCTIVITY ENHANCEMENT COMMITTEES

(a) Company and Union will establish Joint Committees on Productivity Enhancement. One such committee consisting of four members appointed by Company's Manager of Industrial Relations and four members appointed by Union shall meet at the call of either party. Other Productivity Enhancement Committees will be established as agreed between Union and Company at other levels of Company's organization. Union members of such committees who are employees of Company shall be paid by Company for attendance at mutually agreed to meetings of such committees. **(Added 1-1-84)**

(b) **A unit may request to participate in an employee involvement efficiency project. Each project will have an advisory committee and a steering committee, each consisting of Company and Union representatives.**

**Company's Manager of Industrial Relations and Union's Business Manager may agree to guidelines and provisions to temporarily amend provisions of the agreement and/or Company policies and procedures (excluding conflict with any Federal or State Law, Regulation or Executive Order). (See Letter Agreement 87-165-PG&E, Exhibit D on page. (Added 1/1/88))**

**EXPLANATION: By joint agreement, allows the establishment of work efficiency projects to improve productivity and has a thirty-day cancellation clause. Employee participation will be voluntary.**

## TERM

**percent of such employee's straight time and overtime earnings. Such payment shall be made to each employee covered by this Agreement during the preceding quarter, in the month immediately following the end of such quarter.**

(b) **Effective in 1989, each employee covered by this Agreement shall receive a quarterly lump sum payment equal to two-and-three-quarters percent of such employee's straight time and overtime earnings. Such payment shall be made to each employee covered by this Agreement during the preceding quarter, in the month immediately following the end of such quarter.**

(c) **On or before November 1, 1989, either party to this Contract may reopen the Agreement for negotiation of the sole subject of wages to be effective on or after January 1, 1990. (Amended 1-1-88)**

(d) **(Deleted 1/1/88)**

# BIDDING AND DEMOTION PROCEDURES CLERICAL

## TITLE 18 — JOB BIDDING, PROMOTION AND TRANSFER

**EXPLANATION:** Amend to have system-wide prebidding and to eliminate postbidding. Maintained the same A,B,C,D, and E order of preference by geographic "Bidding Units" with the same geographical boundaries as the "old" Division boundaries. The exception is that Hydro Generation is now a separate "Bidding Unit" and treated like a new, separate "old" Division. Current Substation and Hydro Helpers will be allowed to prebid either Substation or Hydro Apprentice classifications, and current Hydro Electricians will be allowed to prebid either Substation or Hydro Electricians. The first Apprentice bid award will then determine their department bid status as either Substation or Hydro, and the Hydro Electricians are allowed only one "B" bid award to Substation Electrician.

Changed to allow the Company to not consider for six months prebids to the same job at the same headquarters that an employee has refused to accept a job award to.

On filling a temporary vacancy, if there are no qualified prebidders at the headquarters/yard, it may be offered to the senior qualified prebidder within a commutable distance (30 miles or 45 minutes road time) from the headquarters.

### 18.1 INTENT

(a) The provisions of this Title shall be interpreted and applied in a manner consistent with the parties' purpose and intent in negotiating the job bidding, transfer, and promotion procedures contained herein, namely that when employees are qualified by knowledge, skill and efficiency and are physically able to perform the duties of a job, the employee with the greatest Service shall receive preference in accordance with the sequence of consideration outlined in Subsection 18.5(b), and Section 18.8 for an appointment to fill a vacancy, and that Company shall endeavor to expedite the filling of job vacancies. (Amended 1/1/88)

(b) Unchanged.

(c) A vacancy created by an employee's absence on "leave" or by reason of industrial disability shall be deemed to be a temporary vacancy. (Added 1/1/88)

### 18.3 FILLING TEMPORARY VACANCIES

(a) Unchanged.

(b) If the vacancy cannot be filled as outlined in (a) above, the senior qualified prebidder residing within a commutable distance (30 miles or 45 minutes road time) from the temporary headquarters shall be offered the vacancy. (Added 1/1/88)

(c) Exhibit A, of this Agreement, is a listing of the Clerical Lines of Progression for the Regions and Departments, setting forth the Lines of Progression for the classifications as referred to in Title 2, Section 2.1, of this Agreement. (Amended 1/1/88)

### 18.4 PREBID PROCEDURE

Any regular full-time employee of Company may submit a prebid on any existing job classification and headquarters for which the employee desires consideration in accordance with the following procedure:

(a) Eligibility: To be valid, an employee's prebid must be entitled to preferential consideration under the provisions of 18.8. A list of existing classifications by headquarters with appropriate prebid numbers is available in each headquarters where employees in the bargaining unit regularly report for work.

(b) Unchanged.

(c) Unchanged.

(d) Timeliness: Company shall not consider any prebid which was received by Company less than eight calendar days prior to the date the fully authorized job vacancy report was received and date stamped by the local Human Resources Department to fill a job vacancy in the classification and headquarters on which the prebid was made. Only those prebids valid as of the date stamped on the job vacancy report will be considered to fill such vacancy. Subsequent prebids may be considered only after that list has been exhausted. At that point where there are no qualified prebids on file, Company will have 60 days to fill the vacancy under the provisions of Section 18.15. (Amended 1/1/88)

(e) Unchanged.

(f) Acknowledgement: Company will acknowledge receipt of all prebids within 15 calendar days from the date of receipt and without rejecting the prebid notify the employee in writing of any known reason which might preclude the employee's filling the classification on which the employee has submitted a prebid, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available from the employee's Human Resources Department.

(g) Cancellation of Prebids: Prebids are valid for a period of one year from the date of receipt or until such time as the employee changes classification and/or headquarters, or until such time as the employee rejects an appointment to the classification and headquarters (and shift, if appropriate) on which the prebid was made. Company will notify an employee of the cancellation of employee's prebids as indicated below. Cancellations shall be effective as follows:

(1) at the expiration of one year from the date of the prebid and after 15 calendar days' advance notice from Company.

(2) upon the employee's declining an appointment to the classification and headquarters on which the prebid was submitted and after 15 calendar day's advance notice from the Company.

(3) 30 calendar days after any employee's change of headquarters or classification which does not affect his or her status as a prebidder, and after 15 calendar days' advance notice from Company.

(4) immediately upon an employee's change of classification and/or headquarters which affects his or her status as a prebidder.

(5) immediately upon receipt of authorization from an employee to cancel a prebid, or

(6) upon receipt of authorization from the local Human Resources Department to cancel prebids because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 19.9, with notification to the employee by the local Human Resources Department of such cancellation. In the latter cases, if appropriate, the employee's prebid will be given 18.8(b) or (c) consideration for 15 calendar days from the time the local Human Resources Department notifies employee of such cancellation. (Amended 1/1/88)

(h) New Jobs at a Headquarters: The Company shall post, on all bulletin boards throughout the System, a notice describing all new classifications at existing headquarters or any job at a new headquarters in the Company, on the first or fifteenth of any month, as soon as such jobs are authorized to be filled. Such notice shall remain posted until the next Directory listing the new classification is posted on the bulletin board, but not less than 15 days. If no prebids are received 18 days after the date shown on the notice, or at the point there are no qualified bids on file, Company will have 60 days to fill the vacancy under the provisions of Section 18.12. (Amended 1/1/88)

(i) An employee who is the senior, qualified bidder to more than one vacancy, which is currently being filled, shall be given the option of accepting the classification and headquarters desired. (Added 1/1/88)

### 18.5 FILLING BEGINNER'S CLASSIFICATION

(b) Company shall make unrestricted appointments in filling one-half of the vacancies in beginner's classifications or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters. An employee who is the senior, qualified transferee to more than one vacancy, which is currently being filled, shall be given the option of accepting the classification and headquarters desired. (Amended 1/1/88)

### 18.7 FORFEITURE

If an employee is the senior qualified bidder for a job vacancy and turns down a bona fide offer for such vacancy, such employee's prebid or transfer application on such vacancy shall be cancelled. Such employee's prebid or transfer application to such classification and headquarters need not be considered for a period of six months. Exceptions to the aforementioned will be as follows:

(a) Such employee shall retain rights to consideration for appointment under Section 18.12; and

(b) Employees with preferential bidding rights under Title 19 shall not be subject to the provisions of this Section. (Amended 1/1/88)

### 18.8 SEQUENCE OF CONSIDERATION

Whenever a vacancy occurs in a job classification listed in Exhibit F, which the Company intends to fill on a regular basis, preferential consideration shall be given in the following sequence to a prebid submitted by any regular employee who is in a classification listed in Exhibit F, and those classifications listed in Exhibit A:

(a) Bids made by employees who are entitled to preferential consideration under Section 19.9.

(b) Bids made by regular employees in the Bidding Unit and in the Line of Progression in which the vacancy exists, who are:

— in the same classification as defined in Exhibit A, "Clerical Lines of Progression," as that in which the job vacancy exists,

or

— in classifications which are higher thereto, or

— at the top rate of pay of the next lower classification.

(c) Bids made by regular employees who are:

— in the same classification as defined in Exhibit A, "Clerical Lines of Progression," as that in which the vacancy exists, or

— in classifications which are higher thereto, or

— at the top rate of pay of the next lower classification.

(d) Bids made by any regular employee in the physical and clerical bargaining units within the Company.

(e) Bids made by any regular employee of Company. (Entire Section amended 1/1/88)

### 18.9 PREFERENCE BY LENGTH OF SERVICE

(a) When employees in the same preferential sequence as provided in Section 18.8 are each qualified by knowledge, skill, efficiency, adaptability and physical ability for appointment to a job, the bid of the employee with the greatest Service shall be given preference for appointment. (Amended 1/1/88)

(b) In the event a conflict arises as to seniority between two (2) or more employees whose seniority date is the same, the following will be the sequence of consideration for the purpose of a tie-breaker:

1. any prior service as a Company employee shall be taken into consideration and the employee whose prior service is greater shall be deemed to have the greater seniority;

2. the employee who first successfully completed all pre-employment tests shall be deemed to have the greater seniority; or

3. the employee whose application was first filed with the Company will be deemed to have the greater seniority; or

4. the parties will determine which employee is deemed to have the greater seniority by a mutually agreed-upon method of chance, such as a coin flip. (Added 1/1/88)

# BIDDING AND DEMOTION PROCEDURES CLERICAL

## 18.12 APPOINTMENT TO UNBID VACANCY

If Company does not within the time provided in Section 18.4 receive any bids on a job which has been **authorized for filling**, or does not receive a bid from an employee who possesses the qualifications set forth in Section 18.11, it may in its discretion make a final appointment to such job. *(Amended 1/1/88)*.

## 18.14 NOTIFICATION TO UNION OF BYPASS

When an employee is to be appointed to fill a job vacancy in preference to an employee with greater Service, as provided in Section 18.8, Company shall notify Union of the decision prior to such appointment. *(Amended 1/1/88)*

## 18.18 POSTING OF JOB AWARDS

(a) *(Deleted 1/1/88)*

Company shall post biweekly on the bulletin boards in each headquarters within the System a list of all job awards made through prebids **and through transfers** since the last list was posted. Such list will include the job vacancy number (where appropriate) and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. *(Amended 1/1/88)*

## 18.20 QUALIFICATIONS FOR GENERAL CONSTRUCTION EMPLOYEES BIDDING/TRANSFERRING TO REGION OR GENERAL OFFICE DEPARTMENT JOBS

An employee in General Construction must pass the appropriate agreed-to employment test battery before **the employee's** bid to fill a job vacancy in a **Region or General Office Department** under the provisions of Title 205 will be considered.

Such employee shall be entitled to two opportunities to pass the test referred to above. The second attempt to pass such test must be a minimum of three months from the date of the initial attempt. However, where the parties have agreed that certain classifications, other than normal entry level, have substantially identical tasks in General Construction as in the **Regions or General Office Departments**, successful performance by an employee in such classification will be considered as presumptive evidence of meeting the appropriate agreed-to test requirements. Additionally, a former General Construction employee who has become a **Region or General Office Department** employee at the journeyman level or below must meet the agreed-to test battery to meet the employment requirements for **Region or General Office Department** employees before being promoted to a working foreman job on other than a temporary basis. Notwithstanding the foregoing, successful performance as a temporary working foreman in a **Region or General Office Department** for a cumulative total of six months or more shall be presumptive evidence of meeting such requirements.

An employee in General Construction, other than an employee in a journeyman classification in the same line of progression as that in which the vacancy exists, must pass the appropriate agreed-to apprentice entrance tests, as designated in Paragraph A of the Master Apprentice Agreement before **the employee's** bid to fill a vacancy in an apprentice or a journeyman classification will be considered. **The employee** shall be entitled to retest following failure on the same schedule as a **Region or General Office Department** employee. *(Amended 1/1/88)*

### SUPPLEMENT TO TITLE 18 BIDDING UNITS

- |  |  |
|--|--|
| 1. Mission Division<br>Diablo Division<br>Central Division<br>Bay Division<br>Electric Meter Repair Facility<br>includes Pittsburg and<br>Contra Costa Power Plants                                      | 2. San Francisco Division<br>Skyline Division<br>Peninsula Division<br>includes Oakland, Potrero,<br>and Hunters Point Power<br>Plants |
| 3. North Bay Division<br>(old Marin District.)<br>Santa Rosa Division<br>Vallejo/Napa Division<br>Ukiah Division<br>includes Geysers Power Plant   | 5. Coast Valleys Division<br>Los Padres Division<br>includes Moss Landing,<br>Morro Bay and DCPD                                       |
| 4. San Jose Division<br>Coast Division<br>De Anza Division   | 7. Stockton Division<br>Stanislaus Division  |
| 6. Yosemite Division<br>Fresno/Kings Division<br>Kern Division<br>includes Kern Power Plant  | 8. Materials Distribution  |
| 9. Hydro Generation  | 11. Gas Meter Repair Plant   |
| 10. Pipe Line Operations<br>Includes Gas Chart Office  | 13. Drum Division, except<br>El Dorado District  |
| 12. Sacramento Division<br>Vaca Valley Division<br>El Dorado District  | 15. DeSabra Division   |
| 14. Shasta Division  | 17. Humboldt Division<br>includes Humboldt Bay<br>Power Plant  |
| 16. Colgate Division   |  |
| 18. G.O. Building Maintenance and Operation, including Garage, Materials, Reprographics, Mail and Telecommunications.  |  |
| 19. Computer Operations (includes San Francisco Computer Center, Fairfield Computer Center and Data Recording Section) and Vice President and Comptroller's Organization, including Customer Accounting. |  |

**EXPLANATION:** The intent of this Supplement to Title 18 Bidding Units is to provide the same geographic boundaries as the original 13 Divisions and Departments in existence prior to 1987.

## TITLE 19. DEMOTION AND LAY OFF PROCEDURE

**EXPLANATION:** Amended to prevent part-time or intermittent employees bumping full time employees. Increased notice times by changing time from "days" to "workdays", changed old "Division" to "Region and General Office Department". Changed re-employment notification to Certified Mail Return Receipt Requested and delayed the start of the acceptance time limit by changing from "when mailed" to "when received." Added Technological Change notice joint solution clause.

Simplified displacement/demotion procedure to the following order:

1. Same classification, same department, same "new" division.
2. Same classification, same department, same Region.
3. Same classification, any department, same "new" division.
4. Same classification, any department, same Region.
5. Same classification, same department, in the System/Company.
6. Same classification, any department, in the System/Company.

Employees with less than three years Service are restricted to the first four steps, displacement within the Region only.

Changed Election TO RETURN TO PREVIOUS LINE OF PROGRESSION to two steps, within the "new" division first, and within the Region second.

Changed DEMOTING TO BEGINNER'S JOB to two steps, within the Region first, and within the System/Company second.

Included supplement to define "Demotion Units" within Regions and GO Departments. Regional Staff is considered to be in the "new" division where headquartered.

## 19.1 GENERAL RULES (REGULAR EMPLOYEES)

(g) *In the application of this Title, part-time employees and intermittent employees are considered to be a different classification than full-time employees under the same job title. Part-time employees and intermittent employees will not be able to displace full-time employees, regardless of seniority. Part-time employees can only displace other part-time employees in the same or lower classifications within their normal line of progression. Intermittent employees can only displace other intermittent employees in the same or lower classifications within their normal lines of progression. (Added 1/1/88)*

## 19.2 NOTICES

The following notices shall be given in connection with the demotion and layoff provisions of this Title:

(a) Company will give an employee who is to be demoted as much notice thereof as possible, but not less than five **workdays**, advising him of the classification to which he is to be demoted and whether there are any jobs with respect to which he may exercise an election by filling a vacancy or by displacing another employee. *(Amended 1/1/88)*

(b) **Not more than two workdays** after receiving the notice provided for in Subsection (a), the employee should advise Company of his/her decision with respect to exercising the election. If **such employee** desires to exercise the election, Company shall, within two **workdays** thereafter, provide **such employee** with a list of the jobs in **the employee's Region or General Office Department** and the locations thereof to which the election may be applied. *(Amended 1/1/88)*

(c) **Within three workdays** after receipt of the list described in Subsection (b), the employee should notify Company of his/her election to transfer and indicate the job locations in the order of his/her preference. Preferential consideration shall be given to employees in the order of their Service, while Company shall endeavor to give effect to an employee's preference in the order he has indicated. Length of Service shall be the determining factor where two or more employees express a preference for a single location. Company shall notify an employee as to the specific location to which he will be transferred. *(Amended 1/1/88)*

(d) Unchanged.

(e) Any transfer resulting from the application of this Section will be made effective at any time after the expiration of ten **workdays** from the giving of the notice provided for in Subsection (a). *(Amended 1/1/88)*

## 19.4 ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT

(a) **An employee with three years or more Service, who is to be demoted or displaced as provided in Section 19.3 has the following elections:**

1. **may elect to displace that employee in the same classification and department within the Division who has the least Service, or if no such election is available;**

2. **may elect to displace that employee in the same classification and department within the Region who has the least Service, or if no such election is available;**

3. **may elect to displace that employee in the same classification in the Division who has the least Service, or if no such election is available;**

4. **may elect to displace that employee in the same classification in the Region who has the least Service, or if no such election is available;**

5. **may elect to displace that employee in the same classification and department in the System who has the least Service, or if no such election is available;**

6. **may elect to displace that employee in the same classification in the System who has the least Service. (Entire Subsection amended 1/1/88)**

(b) **An employee with less than three years employment who is to be demoted or displaced as provided in Section 19.3 has the following elections:**

1. **may elect to displace that employee in the same classification and department within the Division who has the least Service, or if no such election is available;**

2. **may elect to displace that employee in the same classification and department within the Region who has the least Service, or if no such election is available;**

3. **may elect to displace that employee in the same classification within the Division who has the least Service, or if no such election is available;**

4. **may elect to displace that employee in the same classification within the Region who has the least Service. (Entire Subsection Amended 1/1/88)**

(c) Unchanged.

# BIDDING AND DEMOTION PROCEDURES CLERICAL

## 19.5 ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION

(a) If an employee cannot effect a demotion or displacement in accordance with Section 19.3 and, if in addition, such an employee does not for any reason effect an election in accordance with Section 19.4, he may, if he has previously worked for at least six months in any other classification in another line of progression in Company, elect to displace that employee in such classification and line of progression in his Division who has the least service. An employee may exercise an election under the provisions of this Section only when it is for the purpose of returning to the line of progression in which he worked immediately prior to entering the line of progression from which the election was exercised.

(b) **If an employee cannot effect a demotion or displacement in accordance with Section 19.5(a) above, he may, if he has previously worked for at least six months in any other classification in another line of progression in Company, elect to displace that employee in such classification and line of progression in his Region who has the least service. An employee may exercise an election under the provisions of this Section only when it is for the purpose of returning to the line of progression in which he worked immediately prior to entering the line of Progression from which the election was exercised. (Added 1/1/88)**

## 19.6 BUMPING EMPLOYEE IN BEGINNER'S JOB

(a) Company cannot effect a demotion or displacement of an employee in accordance with Section 19.3 and, if in addition, such employee **does not** for any reason effect an election in accordance with Section 19.4 or 19.5, he may elect to displace that employee in the Division, in a beginning classification who has the least Service provided he/she meets the qualifications of the transfer.

(b) If the Company cannot effect a demotion or displacement of an employee in Subsection (a) hereof **such employee** may elect to displace that employee in the **Region** in a beginning classification, who has the least Service, provided **the employee** meets the qualifications of a transfer. (Amended 1/1/88)

(c) **If the Company cannot effect a demotion or displacement of an employee in Subsections (a) and (b) hereof if the employee has been employed three years or more, such employee may elect to displace that employee in the Company in a beginning classification, who has the least Service, provided the employee meets the qualifications for a transfer. (Added 1/1/88)**

## 19.10 DEMOTION TO UNIT FROM OUTSIDE

(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 19.1(f). (Amended 1/1/88)

## 19.11 NOTICE OF LAYOFF

When an employee is to be laid off because of lack of work, Company shall give him as much advance notice thereof as practicable, but in no event shall a regular employee be given less than ten **workdays'** notice of layoff, provided, however, that notice of layoff need not be given to an employee who is employed on a probationary or temporary basis. (Amended 1/1/88)

## 19.13 RE-EMPLOYMENT PROVISIONS

(a) Notwithstanding the provisions of Section 18.5, a regular fulltime employee who has been laid off for lack of work for a period not in excess of one year shall be entitled to preferential rehire in the reverse order of layoff as follows: When a vacancy exists in a beginner's job in the line of progression in the **Region or General Office Department** from which one employee was laid off, Company shall send notice **by Certified Mail Return Receipt Requested** of openings for re-employment to the last mailing address as furnished by the laid-off employee. Within seven working days after such notice is **received**, such laid-off employee must advise Company whether or not he accepts such re-employment. If **the certified letter is returned undeliverable**, such employee will be considered terminated, and the next employee on the laid-off list may be notified of the opening. To expedite rehiring, more than one employee may be notified of an opening, but priority shall be given to employees in the reverse order of layoff. If no employee remains on the laid-off list, the provisions of Section 18.5 will be invoked. Employees recalled shall report to work within seven calendar days after advising Company of their acceptance of re-employment. If they fail to report within such time, they shall be considered terminated with no further re-employment rights under this Section. An employee returning to a beginner's job under the provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he returns. (Amended 1/1/88)

(b) **The Certified Mail Return Receipt in (a) above shall be retained by the Company for a period of one year after the notice was mailed to the laid-off employee and shall serve as proof of such notice actually being mailed. (Added 1/1/88)**

## 19.14 DEMOTION OF UNIT EMPLOYEE

An employee who is demoted for any reason other than for lack of work may be placed in a vacancy created in his headquarters by the promotion of one or more employees to fill the job which the demoted employee vacated. If no such vacancy occurs he may be demoted to a vacancy in a lower classification in the Division in which he is employed **or if no such vacancy occurs, he may be demoted to a vacancy in a lower classification in the Region in which he is employed.** In the application of this Section an employee shall be demoted to a vacancy in the first successively lower classification which he is qualified to fill. (Amended 1/1/88)

## 19.17 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. (Entire Section added 1/1/88)**

**EXPLANATION: To have the Company provide the Union with notice of technological changes which will have an effect on its workforce.**

## SUPPLEMENT TO TITLE 19 CLERICAL DEMOTION UNITS

### 1. EAST BAY REGION

Bay Division  
Central Division  
Diablo Division  
Mission Division

East Bay Region Staff and Electric Meter Repair Facility included in Division where headquartered

### 2. GOLDEN GATE REGION

San Francisco Division  
No. San Mateo County Division  
Peninsula Division

Golden Gate Region Staff included in Division where headquartered

### 3. MISSION TRAIL REGION

Coast Division  
Coast Valleys Division  
De Anza Division  
Los Padres Division  
San Jose Division

Mission Trail Region Staff included in Division where headquartered

### 4. REDWOOD REGION

Humboldt Division  
North Bay Division  
Santa Rosa Division  
Ukiah Division  
Vallejo-Napa Division

Redwood Region Staff included in Division where headquartered

### 5. SACRAMENTO VALLEY REGION

Colgate Division  
De Sabla Division  
Drum Division  
Shasta Division  
Sacramento Division

Sacramento Valley Region Staff included in Division where headquartered

### 6. SAN JOAQUIN VALLEY REGION

Stockton Division  
Fresno/Kings Division  
Kern Division  
Stanislaus Division  
Yosemite Division

San Joaquin Valley Region Staff included in Division where headquartered

### 7. HYDRO

Northern Area (DeSabla and Shasta)  
Central Area (Drum, Colgate, Sacramento, Stockton)  
Southern Area (San Joaquin)

### 8. PIPE LINE OPERATIONS, includes Gas Chart Office

### 9. MATERIALS DISTRIBUTION

### 10. GAS METER REPAIR PLANT

### 11. GENERAL OFFICE

Building Maintenance and Operations  
Garage  
Materials  
Reprographics  
Mail  
Telecommunications  
Computer Operations  
Vice President and Comptroller's Organization, including Customer Accounting  
Design Drafting

### 12. STEAM GENERATION AND NUCLEAR POWER GENERATION

Geysers Power Plant in Redwood Region (not incl. Humboldt)  
Pittsburg and Contra Costa in East Bay Region  
Oakland, Potrero and Hunters Point in Golden Gate Region  
Morro Bay, Moss Landing, Diablo Canyon in Coast Valleys and Los Padres Division  
Humboldt Bay PP included in Humboldt Division

# EXHIBITS

## EXHIBIT A

### LINES OF PROGRESSION FOR THE CLERICAL AGREEMENT

**EXPLANATION: To add Review Committee decision No. 1005 to Exhibit "A" Lines of Progression for the Clerical Agreement.**

#### REVIEW COMMITTEE DECISION

Review Committee File Nos 1005, 1009, 1028, 1030, 1325, and 1331 Humboldt Division Grievance Nos. D.Gr/C 19-70-2, D.Gr/C 19-70-6, and D.Gr/C 19-70-12  
North Bay Division Grievance Nos. D.Gr/C 4-70-7 and D.Gr/C 4-70-9 Sacramento Division Grievance No. D.Gr/C 6-73-4  
East Bay Division Grievance No. D.Gr/C 1-73-19

#### Subject of the Grievances

Each of the grievances arose from similar facts. The grievants are employees who are not headquartered at the location where the temporary upgrade occurred. At the headquarters where the temporary vacancy occurred, Clerk C's or D's were upgraded to fill Clerk A or B positions. There were no immediate next-lower classifications in any of the offices concerned in these grievances.

The contention, then, of each of the grievants is that he or she should have been temporarily assigned to the location where the vacancy occurred inasmuch as each would have been the successful bidder if the vacancy had been permanent rather than temporary.

#### Discussion

The Clerical Labor Agreement specifically deals with the question of filling temporary vacancies in Subsection 18.3(a): "Whenever a vacancy occurs in any job classification, Company may temporarily fill it by assignment. In making temporary assignments to fill job vacancies other than vacancies in beginner's classifications, Company shall first consider regular full-time employees at the headquarters in which the job vacancy exists in the order of their preferential consideration under Section 18.8." (Emphasis added.) Further, in Exhibit A - Lines of Progression - Division Clerical Departments, the following example of a temporary assignment is given: "Temporary upgrades shall take place within the department and headquarters in which the temporary vacancy exists provided there is a next-lower classification to the vacant classification in such department and headquarters." (Emphasis added.) Temporary upgrades into classifications where there is no next-lower classification to the vacancy within the department and headquarters shall be made in accordance with the lines of progression."

As the facts point out, in these particular offices there was no immediate next-lower classification to the vacant A or B positions. The question, then, involves the second sentence of the example, and the question specifically is whether this opens the appointment to persons outside of the headquarters. The language of the example is certainly not crystal clear. It could be read to mean that, if there is no person in an immediate lower classification to the one that is temporarily vacated, it must be filled from outside of the headquarters. To read the Exhibit this way, however, would, with regard to such assignments, conflict with the literal meaning of Subsection 18.3(a). That section, which is paramount to the example in any event, speaks in terms of the entire line of progression to the temporary vacancy.

In an effort to resolve the conflict, the Review Committee has taken into account several factors: (1) The promotional system is based on prebids from next-lower classifications within a Division assuming that the bidders are qualified. (2) The most common method for employees to attain the requisite skills and knowledge for promotion is temporary upgrades to higher classifications. (3) The extent of the Company's obligation to train employees for promotion. (4) In the filling of temporary vacancies, the Company is only obligated to give consideration to those senior employees who have prebids on file provided the assignment does not disrupt Company's operations to a point where it becomes impracticable to do so or the expense outweighs the Company's commitments to provide promotional training.

#### Decision

For the foregoing reasons where there is no next-lower classification in the line of progression, it is the decision of the Review Committee that: (1) Temporary upgrades for one basic workweek or less shall be made within the headquarters following the line of progression to successively lower classifications provided that such a person is qualified to handle the work of the higher class-

ification to which the temporary appointment is being made and; (2) such temporary upgrades for more than one basic workweek shall be offered to the senior qualified prebidder within a district provided that such person resides within a commutable distance ("commutable distance" as used in this decision shall mean a temporary headquarters located not more than 45 minutes or 30 miles from his residence). In the application of Item (2), the upgraded employee shall report to the temporary headquarters in accordance with the provisions of Section 10.8 of the Clerical Agreement. When the temporary assignment lasts for more than 60 consecutive calendar days, the upgraded employee will then be considered reporting to his "regularly established headquarter

These grievances are closed without adjustment.

#### FOR UNION:

W. H. Burr  
E. R. Sheldon  
L. N. Foss

#### FOR COMPANY:

J. A. Fairchild  
H. J. Stefanetti  
L.V. Brown

### OPERATING LINES OF PROGRESSION

The following tables are for use in filling vacancies in the *Regional and General Office Operating Departments*. This line of progression may include such general functions as telephone switchboard operations, mail distribution and collection, Regional or Division files, reproduction, stationery, accounting, office services, and new business, including administration and preparation of agreements and contracts.  
[Operating Department definitions are deleted]

### EXHIBIT B CLERICAL EDUCATIONAL ASSISTANCE

The Company shall provide a program of partial reimbursement for tuition and required textbooks, as follows:

#### Eligibility

A. Unchanged.

B. Only courses taken at a Western College Association accredited college or university, through its regular program of instruction, its correspondence program, its extension division, or its evening division; or at a National Home Study Council accredited correspondence school or schools selected by the Company are acceptable for refund. **Approved courses are those that add to your effectiveness in your job. Courses that contribute to your overall development may also be approved. (Amended 1/1/88)**

C. Unchanged.

D. Unchanged.

E. Unchanged.

#### Procedure

• Paragraphs 1, 2 and 3 unchanged.

A. Unchanged.

B. Copies of his receipt indicating monies paid for the above courses and textbooks. **(Amended 1/1/88)**

C. Unchanged.

#### Refunds

After successful completion of an approved course of study, a refund of 75 percent or 90 percent of the direct costs will be made. Direct costs apply only to registration fees, tuition, required textbooks, laboratory fees, and other charges made by the institution. Costs of material and equipment purchased separately by the employee are not covered. **(Amended 1/1/88)**

A. Unchanged.

B. Unchanged.

C. Unchanged.

D. Unchanged.

E. Refunds exceeding \$1,200 per calendar year to any one employee will not be allowed except under unusual circumstances. Requests for refunds in excess of \$1,200 in any one year will be considered only if: **(Amended 1/1/88)**

• Items 1, 2, and 3 unchanged.

**EXPLANATION: To change the approved courses to include those that add to effectiveness in your job or overall development. Added reimbursement for textbooks, and increased the reimbursement from \$700 to \$1200 annually.**

### EXHIBITS CLERICAL

The following amended Exhibits to the Agreement of 1953 are attached hereto and made a part thereof:

Exhibit "A" — Clerical Lines of Progression (See Separate Booklet)

Exhibit "B" — Educational Assistance

Exhibit "C" — Meter Reader Agreement

Exhibit "D" — Letter Agreement referred to in Section 21.8

Exhibit "F" — Schedule of Wage Rates

Exhibit "G" — Classification of Employees subject to provision of Section 10.6

**EXPLANATION: To include Meter Reader Agreement, and Letter of Agreement Work Efficiency Experiment Letter.**

# EXHIBITS

**EXHIBIT C**  
**METER READER AGREEMENT**  
**OF**  
**THE CLERICAL AGREEMENT**  
  
**PACIFIC GAS AND ELECTRIC COMPANY**  
**AND**  
**LOCAL UNION 1245**  
**OF THE**  
**INTERNATIONAL BROTHERHOOD OF**  
**ELECTRICAL WORKERS, AFL-CIO**  
  
**REVISED JANUARY 1, 1988**  
**Replaces Book Dated December 8, 1986**

**EXHIBIT C**  
**METER READER AGREEMENT**  
**PREAMBLE**

The Company and Union agree that reading meters has a priority second only to restoring interrupted service.

Both parties support the need for continued efforts in improving work quality and productivity along with the maintenance of a harmonious work environment.

**A. Senior Meter Reader**

1. Effective August 26, 1983, all existing Head Meter Readers were reclassified to Senior Meter Reader. Additional reviews may determine the need for additional positions. If necessary, Senior Meter Reader positions may be added by reclassifying other existing positions.

2. Unchanged.

3. Other than provided above, the new Senior Meter Reader positions shall be open to bid by all qualified employees with at least two years' experience as a Meter Reader. **In addition, qualified bidders must have at least six months experience with electronic meter reading.** (See Exhibit A for lines of progression.)

4. Unchanged.

5. Job Definition—The duties of the Senior Meter Reader position, which are subject to the grievance procedure, include the following:

(a), (b), (c), (d), (e), (f), (g), (h) Unchanged.

(i) Type I, II and III audits. **Senior Meter Readers will not make recommendations for disciplinary action based on the results of the audits.**

(j) **Personal computer work associated with electronic meter reading to the extent that such work encompasses Senior Meter Reader functions as set forth in this Exhibit.**

(k) **A Senior Meter Reader shall have the personal qualifications of leadership and supervisory ability.**

**EXPLANATION: Allows Senior Meter Reader to perform Type I and Type II audits, will not use results from audits to recommend disciplinary action. Personal computer work associated with electronic meter reading will be completed by Senior Meter Reader.**

**B. Meter Reader**

Unchanged.

**C. Inclement Weather**

1. Unchanged.

2. Unchanged.

3. Unchanged.

4. Delete.

5. Delete.

**EXPLANATION: Lockers and rainboot allowance moved to Section L (Uniforms).**

**D. Standards**

1. Misses: Standard for codes M2 (Locked), M3 (Blocked), M4 (Can't Locate), and M9 (Other) that comprise the missed meter standard is broken down into four Division groups:

(a) **Group I**—4.50 missed meters per 1,000 meters read for East Bay **Region** and North Bay, San Jose, Shasta, **Santa Rosa, Peninsula, Vallejo-Napa, Ukiah, DeAnza and Coast Divisions.**

(b) **Group II**—5.50 missed meters per 1,000 meters read for Coast Valley, De Sabla, Humboldt, **Los Padres, Sacramento, and Vaca Valley Divisions.**

(c) **Group III**—6.50 missed meters per 1,000 meters read for **San Joaquin Valley Region** and Colgate, Drum, and **Skyline Divisions.**

(d) **Group IV**—16.00 missed meters per 1,000 meters read for San Francisco Division.

2. Unchanged.

3. Probationary and New to Meter Reading Transferred Employees Performance Standards: Employees new to meter reading will be evaluated on a standard established by the **Region or** Division during their probationary six-month period. These standards will also apply to any employee transferring into the Meter Reader classification from any other Department. Upon completion of six months as a Meter Reader, they will assume the system standard.

(a), (b), (c), (e) (f) Unchanged.

(d) Missed Meters (By **Region or** Division groupings shown in missed meter standard above.)

4. Unchanged.

**EXPLANATION: M-O misses are no longer counted in standards. Groups I through IV changed to reflect Regions.**

**E. Meter Reader Route Assignments**

Unchanged.

**F. Pilot Programs**

Unchanged.

**G. Pesticides and Industrial Chemical Hazard**

Unchanged.

**H. Starting Times and Flextime**

**Local offices shall be designated as "A" or "B" offices. "A" offices are those that did not elect a 6:30 a.m. starting-time or flextime option in 1987. "B" offices are those that did elect a 6:30 a.m. starting-time or flextime option in 1987.**

The following starting-time and flextime options are applicable on a local office basis:

1. Dual starting-time or flextime options will be determined by a majority vote of all Meter Readers assigned to a headquarters. In the event a tie vote occurs, a second vote will be taken no earlier than 24 hours after the first vote. If there is still a tie, one last vote will occur. If a tie vote still exists after the third ballot, then the status quo will prevail. One of the following options may be elected **in offices designated as "A" offices:**

**"A" Office Starting-Time Options**

(a) (Available **entire year**) = 7:00 a.m. and 7:30 a.m., or 7:30 a.m. and 8:00 a.m.

**"A" Office Flextime Options**

(b) (Available **entire year**) = 7:00 a.m. to 8:00 a.m.

**In offices designated as "B" offices, the following options may be elected until such time as the 6:30 a.m. starting-time or flextime option is not exercised. Once the 6:30 a.m. starting-time or flextime option is not exercised, the office will be redesignated as an "A" office for all future starting-time and flextime elections.**

**"B" Office Starting-Time Options**

(a) **Summer (only available from the last Monday in May through the first Monday in September) = 6:30 a.m. and 7:00 a.m. or 7:00 a.m. and 7:30 a.m.**

(b) (Available the first Monday in September through the last Monday in May) = 7:00 a.m. and 7:30 a.m. or 7:30 a.m. and 8:00 a.m.

**"B" Office Flextime Options**

(c) **Summer (only available from the last Monday in May through the first Monday in September) = 6:30 a.m. to 7:00 a.m.**

(d) (Available **entire year**) = 7:00 a.m. to 8:00 a.m.

Voting eligibility shall be:

Meter Reader	Eligible for all votes.
Meter Reader (Temporary Additional)	Eligible for all votes.
Meter Reader/Utility Clerk	Eligible for all votes.
Utility Clerk/Meter Reader	Ineligible for any vote.

2. Following are the starting-time provisions for Senior Meter Readers:

(a), (b), (c) Unchanged.

(d) **Notwithstanding (a), (b) & (c) above, the Senior Meter Reader's starting time in "B" offices when 6:30 a.m. starting time or flextime is being utilized shall be designated by the Customer Services supervisor.**

(e) **By local agreement between the supervisor and a Senior Meter Reader, the Senior Meter Reader may be allowed to take a one-hour lunch break.**

3, 4, 5, 6, 7, 8, 9 Unchanged.

**EXPLANATION: Amends starting-time and flextime options in system. The 6:30 a.m. starting-time option in summer has been eliminated for all offices except those offices where Meter Readers chose it in the summer of 1987. Allows Company to designate starting time for Senior Meter Readers at offices starting at 6:30 a.m. only when being utilized. Allows a one-hour lunch break for Senior Meter Readers with agreement.**

**I. Rerouting and Route Maintenance**

1. Rerouting:

(a), (b), (c) Unchanged.

(d) **Sign up for a major rerouting project will be by Region, Division, or headquarters as appropriate.** Company selects from sign-up list and will pay employees assigned as Senior Meter Readers. The Meter Readers bypassed in Company's selection shall also be compensated at the appropriate wage step of Senior Meter Reader on a one-for-one basis. That is for each junior Meter Reader assigned to the **rerouting project**, the single senior bypassed employee will be paid at the Senior Meter Reader rate. The **rerouting project** may be moved around a **Region or** Division from **headquarters to headquarters.** Local office Meter Readers used in project will be upgraded to Senior Meter Reader.

The provisions of Subsection 18.4(h) of the Clerical Agreement will apply to requests by volunteers for assignment to a rerouting task force.

(e), (f), (g), (h) Unchanged.

2. Unchanged.

3. The Company will continue to improve rerouting and route maintenance. This will be accomplished by establishing the following programs:

(a) Unchanged.

(b) **Electronic Meter Reading Device**—Upon implementation of this device, a **Route Time Averaging System** will be developed. Route maintenance needs will be continually monitored.

**EXPLANATION: Allows signing up for a rerouting project by Region, Division or headquarters, as appropriate. Rerouting teams will be selected by seniority.**

**J. Transportation**

Unchanged.

**K. Performance Audits**

1. Exempt supervisors **or Senior Meter Readers** will perform Type I (impromptu) audits. Impromptu audits will be distributed equitably among

## EXHIBITS

employees provided that Meter Readers whose performance dictates may be audited on that particular aspect of their performance more frequently than usual. An immediate oral review of the impromptu audit shall be conducted in the field. If there is any question as to the equitable distribution of impromptu audits within an office, all relevant information on impromptu audits of other Meter Readers in the office will be provided to the Shop Steward and the Union.

2. Exempt supervisors **or Senior Meter Readers** will conduct Type II (performance evaluation) audits **once** a year. The exempt meter reader supervisor **or Senior Meter Reader** will inform the Meter Reader being audited that the Meter Reader is being audited before the audit begins.

3. Type III (vehicle inspection) audits will continue as presently conducted by the **Regions and Divisions**.

4. Unchanged.

5. **Senior Meter Readers who conduct audits will not make recommendations for disciplinary action based on the results of the audits.**

**EXPLANATION:** Allows the Senior Meter Reader to perform Types I and II audits in addition to Type III audits (performance evaluation) will take place once a year.

### L. Uniforms

1,2,3,4,5,6,7,8 Unchanged.

9. **Lockers:** The Company will provide lockers if space is available. If no space for lockers is available, the Company will provide closet space if it is available. Closet or locker space is not to be limited to offices only.

10. **Rainboots allowance:** The Company will provide up to \$45 every two years for rainboots/snowboots. Meter Readers will be required to submit proof of purchase for reimbursement.

11. **It is recommended that hard sole walking shoes be worn for the safety of the Meter Reader.**

**EXPLANATION:** Lockers and rainboot allowance subsections moved from Section C (Inclement Weather). Added a Company recommendation for appropriate footwear.

### M. Electronic Meter Reading

1. No Meter Reader shall be laid off as a result of the introduction of electronic meter reading. It is the Company's intent to make every effort to avoid layoffs of Company's other employees and to handle reductions through attrition.

2. The time stamp or timing device may be used by the Company under the circumstances set forth below.

(a) **A Route Time Average System will be established and maintained. It will be used to determine average time factors to be applied to specific meter locations.**

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

(g) **Personal computer work associated with electronic meter reading shall be assigned as follows:**

(1) **To Senior Meter Readers when such work encompasses Senior Meter Reader functions as set forth in this Exhibit:**

(2) **To any appropriate bargaining unit employee trained in the operation of the personal computer when such work encompasses routine clerical functions not within the scope of the duties of a Senior Meter Reader. If a Meter Reader is assigned personal computer work associated with electronic meter reading which encompasses only routine clerical functions, the work shall be offered in order of seniority to qualified bidders for Senior Meter Reader in that headquarters.**

**It is not the Company's intent to assign personal computer work associated with electronic meter reading in a manner that will result in reducing or avoiding the need to increase the number of Senior Meter Reader positions.**

**EXPLANATION:** A Route Time Average System will be established and maintained. Personal Computer work associated with electronic meter reading shall be assigned to the Senior Meter Reader or to any appropriate bargaining employee.

### METER READING "B" OFFICES USING 6:30 A.M. START TIME AS OF SUMMER 1987

East Bay Region	Antioch Concord Hayward	Livermore Richmond
Golden Gate Region	San Francisco	
Mission Trail Region	Cupertino Monterey	Santa Maria

Redwood Region	San Rafael Silverado	Vallejo Sonoma
Sacramento Valley Region	Sacramento Auburn Colfax Roseville Placerville Vacaville Davis	Woodland Marysville Colusa Gridley Oroville Lincoln Williams
San Joaquin Valley Region	Fresno Dinuba Coalinga Selma Stockton Manteca Tracy Angels Camp	Bakersfield Sonora Oakdale Modesto Oakhurst Merced Los Banos Mariposa

**EXPLANATION:** Once the 6:30 a.m. starting-time or flextime option is not exercised, the "B" Office will be redesignated as an "A" Office for all future starting-time and flextime elections.

### EXHIBIT D

August 17, 1987

Pacific Gas and Electric Company  
245 Market Street  
San Francisco, CA 94106

Attention: Mr. I. W. Bonbright, Manager of Industrial Relations

Gentlemen:

This letter shall supersede Letter Agreement No. 87-83-PGE.

Since January 1987, Company and Union have had discussions regarding a work efficiency experiment at the District headquarters in Livermore, California. We have also previously discussed preliminary plans for similar trials at other locations. In order to provide a consistent approach to the Livermore experiment and to other work efficiency experiments, the Union proposes that the Manager of Industrial Relations and the IBEW Business Manager may agree to the establishment of individual work efficiency experiments and that the following conditions be applicable:

1. Company and Union may agree locally to the specific conditions of each experiment including the criteria to be used to judge the productivity and the quality of the work, except that changes in the conditions of any Labor Agreement requires an agreement between the Manager of Industrial Relations and the appropriate Union Business Manager(s).

2. Each experiment will have an Advisory Committee to consist of Company members, IBEW members, Engineers and Scientists of California, MEBA, and at least one consultant to be agreed to by the parties. The number and size of the Advisory Committee shall be determined by the Committee.

3. Each experiment will have a local Steering Committee and a consultant to be agreed to by the parties. The size of this committee is to be determined locally. The Steering Committee may also utilize representatives from various departments on a subcommittee basis, as they deem appropriate.

4. Upon completion of the experiment, any modified bargaining unit work assignments agreed to during the experiment will be returned to the original unit.

5. There will be no layoffs for lack of work or demotions for lack of work in the headquarters in which the experiment is located during the period of the experiment.

6. During the experiment, local supervision and the employees involved shall be responsible for getting work done in a timely manner using all available resources.

7. Any party to an individual work efficiency agreement may cancel the agreement upon 30 day's notice to the other party(s).

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to the Union.

Very truly yours,

LOCAL UNION 1245, IBEW

By

*Jack McNally*

Jack McNally  
Business Manager

# BENEFITS

## BENEFIT AGREEMENT PART II GROUP LIFE INSURANCE

### 2.06 AMOUNT OF COVERAGE AND COST

- Unchanged.
- Unchanged.
- Paragraph 1 unchanged.

Regardless of the amount of coverage elected, a Participant may not have that coverage decreased. However, a Participant who makes such an election will have an opportunity once each calendar year by submitting the appropriate form to the employer, to increase the amount of insurance coverage to any higher amount permitted by the provisions of this Section until full normal insurance coverage is attained by the Participant. **Except when the Participant is on vacation or off due to a holiday, if a Participant is not actively at work at the time (e.g., on sick leave), an increase in the amount of coverage will become effective on the day the Participant returns to work.** A Participant who has elected less than full coverage and who does not increase coverage for five consecutive years and who subsequently wishes to increase the coverage will be required to undergo and successfully pass a physical examination, at the Participant's expense. (Amended 1/1/88)

**EXPLANATION:** To reflect that increased life insurance coverage shall not become effective until a Participant returns to the active payroll.

### 2.07 EFFECT OF AN INCREASE OR DECREASE IN RATE OF PAY

- Unchanged.
- OPTIONAL COVERAGE.** Employees who are Participants on June 1, 1977, will have a one-time opportunity to freeze the amount of their coverage during a month in 1977 selected by the Administrator. Neither a pay raise nor a pay reduction will affect the amount of Participant's optional coverage nor the amount of coverage which Participant's may freeze. Participants who freeze their coverage may not have that coverage decreased. Participants who make such an election and who subsequently have salary increases will have an opportunity once each calendar year thereafter to increase the coverage on the same conditions and limitations as provided in the last two sentences of Subsection 2.06 B. **Except when the Participant is on vacation or off due to a holiday, if a Participant is not actively at work at the time (e.g., on sick leave) the increased amount of coverage is scheduled to become effective, the increase in life insurance will become effective on the day the Participant returns to work.** (Amended 1/1/88)

**EXPLANATION:** To reflect current practice that increased life insurance coverage will not become effective for an employee off work until the day the Participant returns to work.

## BENEFIT AGREEMENT PART II LONG TERM DISABILITY PLAN

### 2.14 QUALIFICATION FOR BENEFIT PAYMENT

B. An ill or injured Participant may apply for Long Term disability benefits by submitting to the administrator a written request for such consideration, together with medical evidence of disability. A Participant who applies for early retirement because of illness or injury **shall be notified** that such Participant may be qualified for Long Term Disability benefits. (Amended 1/1/88)

**EXPLANATION:** To require the Company to notify the Participant who applies for early retirement that he may be eligible for Long Term Disability.

### 2.15 SUBSTANCE ABUSE

D. **A Participant shall not be entitled to receive benefits under this Plan if the disabling condition is substance abuse involving the use of alcohol or of a controlled substance as defined under state of federal law, provided, however, that benefits shall not be denied to a Participant who, as a consequence of his substance abuse, is suffering from an illness or injury which otherwise would entitle him to benefits.** (Amended 1/1/88)

**EXPLANATION:** To define eligibility for Long Term Disability coverage due to Substance Abuse.

### 2.16 AMOUNT OF LONG TERM DISABILITY BENEFIT PAYMENTS

• Paragraph 1 unchanged.  
A. In computing the Participant's 50 percent benefit, the following items will be included:

1. Except as provided in paragraph 2. or 3. below, one-half of the Participant's primary social security disability insurance benefit (**including back-pay awards**) if the Participant is qualified for such benefit. It will be assumed that a Participant qualifies for such social security disability insurance benefit until and unless the Participant's claim is specifically rejected. The Administrator will assist Participants in filing claims and social security disability benefits and appealing adverse decisions for such benefits. (Amended 1/1/88)

Rest of Section unchanged.

**EXPLANATION:** To include social security back-pay awards if participant is qualified for such benefits. (Clarifies existing practice.)

### 2.22 WAIVER OF GROUP LIFE INSURANCE PREMIUMS

If the Company determines that a Participant is disabled and is eligible to receive Long Term Disability Benefits, **or would have been eligible to receive benefits, but for the fact that they are receiving Temporary Workers' Compensation Benefits and supplemental benefits for industrial injury,** such Participant makes no further contributions to the Group Life Insurance Plan. The face amount of Participant's Group Life Insurance remains in force, as provided in Section 2.06, at no cost to the Participant, as long as such Participant remains eligible for Long Term Disability benefits as provided in Section 2.19. (Amended 1/1/88)

**EXPLANATION:** To add language to suspend payment of Group Life Insurance premiums if Participant is on Industrial Injury or Worker's Compensation.

## BENEFIT AGREEMENT PART III RETIREMENT PLAN

### 3.06 BASIC PENSION BENEFIT FORMULA

A. Update Basic Pension Table for January 1, 1988 and 1989 and amend 1 to read:

#### 1. ADDITIONAL RETIREMENT INCOME

Each Participant shall upon retirement, in addition to the monthly pension benefit provided for in Subsection 3.06A above, be entitled to additional monthly pension income, as computed below, for shift premiums, Sunday premiums, and nuclear premiums.

Additional Retirement Income is Computed as follows:

The actual straight-time compensation received by Participant for shift premiums, Sunday premiums, and nuclear premiums during Participant's **last calendar year** prior to retirement shall be totaled and divided by **52** (weeks in a year) which will result in an average premium per week. The average premium per week will then be multiplied by the current factor which will result in a monthly benefit per year of Service amount. The factor referred to is computed on the effective date of any Plan agreement by dividing applicable first year Monthly Benefit Per Year of Service amount by the maximum Basic Weekly Pay provided for that monthly amount. For example, assuming **the 1988 Pension Band 15** applies to a Participant who retires in any year of the contract term, the factor would be .05802 (\$36.55 - \$629.99). The monthly benefit per year of Service amount will then be multiplied by the Participant's Credited years of Service which will result in the Additional Monthly Retirement Income.

**Example: (Added 1/1/88):**

1.	Total of Shift, Sunday & Nuclear Premiums Received in Previous Calendar Year		\$2,050.46
2.	Weeks in One Year	÷	52
3.	Average Premium Per Week	=	\$ 39.43
4.	Current Factor (\$36.55/\$629.99)	X	.05802
5.	Monthly Benefit Per Year of Service	=	\$ 2.29
6.	Participants Credited Years of Service	X	30
7.	Additional Monthly Retirement Income	=	\$ 68.70

**EXPLANATION:** The calculation of additional retirement income from highest consecutive years to the last calendar year. This section no longer includes temporary upgrades and traveling adjustments.

### 3.06 BASIC PENSION BENEFIT FORMULA

A. Pension Band Table

Basic Weekly Pay as of 1/1/88	Pension Plan	Monthly Benefit Per Year of Service
Up to 489.99	1	28.43
490 to 499.99	2	29.01
500 to 509.99	3	29.59
510 to 519.99	4	30.17
520 to 529.99	5	30.75
530 to 539.99	6	31.33
540 to 549.99	7	31.91
550 to 559.99	8	32.49
560 to 569.99	9	33.07
570 to 579.99	10	33.65
580 to 589.99	11	34.23
590 to 599.99	12	34.81
600 to 609.99	13	35.39
610 to 619.99	14	35.97
620 to 629.99	15	36.55
630 to 639.99	16	37.13
640 to 649.99	17	37.71
650 to 659.99	18	38.29
660 to 669.99	19	38.87
670 to 679.99	20	39.45
680 to 689.99	21	40.03
690 to 699.99	22	40.61
700 to 709.99	23	41.19
710 to 719.99	24	41.77
720 to 729.99	25	42.35
730 to 739.99	26	42.93
740 to 749.99	27	43.51
750 to 759.99	28	44.09
760 to 769.99	29	44.67
770 to 779.99	30	45.26

# BENEFITS

**PENSION BAND TABLE**  
(continued)

Basic Weekly Pay as of 1/1/88	Pension Plan	Monthly Benefit Per Year of Service
780 to 789.99	31	45.84
790 to 799.99	32	46.42
800 to 809.99	33	47.00
810 to 819.99	34	47.58
820 to 829.99	35	48.16
830 to 839.99	36	48.74
840 to 849.99	37	49.32
850 to 859.99	38	49.90
860 to 869.99	39	50.48
870 to 879.99	40	51.06
880 to 889.99	41	51.64
890 to 899.99	42	52.22
900 to 909.99	43	52.80
910 to 919.99	44	53.38
920 to 929.99	45	53.96
930 to 939.99	46	54.54
940 to 949.99	47	55.12
950 to 959.99	48	55.70
960 to 969.99	49	56.28
970 to 979.99	50	56.86
980 to 989.99	51	57.44
990 to 999.99	52	58.02
1000 and up	53	58.60

Basic Weekly Pay as of 1/1/89	Pension Band	Monthly Benefit Per Year of Service
Up to 509.99	1	29.59
510 to 519.99	2	30.17
520 to 529.99	3	30.75
530 to 539.99	4	31.33
540 to 549.99	5	31.91
550 to 559.99	6	32.49
560 to 569.99	7	33.07
570 to 579.99	8	33.65
580 to 589.99	9	34.23
590 to 599.99	10	34.81
600 to 609.99	11	35.39
610 to 619.99	12	35.97
620 to 629.99	13	36.55
630 to 639.99	14	37.13
640 to 649.99	15	37.71
650 to 659.99	16	38.29
660 to 669.99	17	38.87
670 to 679.99	18	39.45
680 to 689.99	19	40.03
690 to 699.99	20	40.61
700 to 709.99	21	41.19
710 to 719.99	22	41.77
720 to 729.99	23	42.35
730 to 739.99	24	42.93
740 to 749.99	25	43.51
750 to 759.99	26	44.09
760 to 769.99	27	44.67
770 to 779.99	28	45.26
780 to 789.99	29	45.84
790 to 799.99	30	46.42
800 to 809.99	31	47.00
810 to 819.99	32	47.58
820 to 829.99	33	48.16
830 to 839.99	34	48.74
840 to 849.99	35	49.32
850 to 859.99	36	49.90
860 to 869.99	37	50.48
870 to 879.99	38	51.06
880 to 889.99	39	51.64
890 to 899.99	40	52.22
900 to 909.99	41	52.80
910 to 919.99	42	53.38
920 to 929.99	43	53.96
930 to 939.99	44	54.54
940 to 949.99	45	55.12
950 to 959.99	46	55.70
960 to 969.99	47	56.28
970 to 979.99	48	56.86
980 to 989.99	49	57.44
990 to 999.99	50	58.02
1000 to 1009.99	51	58.60
1010 to 1019.99	52	59.18
1020 and up	53	59.76

**EXPLANATION:** To reflect 1988 wages. The plan will be amended as of 1/1/89 to reflect the Basic Weekly Pay determined as of 1/1/89 instead of 1/1/88. Pension Bands for 1990 will be negotiated in the fall of 1989.

## 3.06 BASIC PENSION BENEFIT FORMULA

B. Unchanged.

C. A monthly amount equal to 1 percent of the average of the final 36 months of the Participant's Covered Compensation, multiplied by the number of whole and fractional years of Service preceding Normal Retirement Date. (Added 1/1/88)

### EXPLANATION: 1% Minimum Floor Language

Largely due to a new accounting rule that affects most major employers, PGandE and the IBEW have agreed to revise the Retirement Plan effective January 1, 1988. The current formula for non-management employees will be amended to include a new 1% minimum floor benefit. This revision will not impact current employee benefits, but will better allow the Company to implement the new accounting rule. Your retirement benefit will continue to be calculated in the same manner as in the past.

## 3.07 EARLY RETIREMENT PENSION BENEFIT FORMULA

A. Unchanged.

B. Unchanged except as indicated in Paragraph 6 below.

6. if Participant has at least 30 but less than 35 years of Service and is less than 60 years of age on the Early Retirement Date, the amount of the Basic Pension shall be reduced by one-half of one percent for each month **between Participant's 59th and 60th birthdays (a maximum of 6 percent for that one year)** and further reduced by one-fourth of one percent for each month (three percent per year) by which Participant's Early Retirement Date precedes Participant's 59th birthday; or (Amended 1/1/88)

**EXPLANATION:** To clarify language and match chart in Special Provision B — no change in application.

## 3.08 PENSIONS WHERE EMPLOYMENT ENDS BEFORE AGE 55

Until January 1989, a Participant with at least 10 years of Service will be designated as a former Employee rather than a retired Employee if such Participant's Service ends before the first day of the month which follows the Participant's 55th birthday. **Effective January 1, 1989, any Participant with at least 5 years of Service will be designated as a former Employee if such Participant's Service ends before the first day of the month which follows the Participant's 55th birthday.** Such former Employee has a vested right to receive a Pension with the same rights of election and in the same amounts as provided in Section 3.07, provided that the earliest election date for commencement of Pension payments is the first day of the month after the Participant's 55th birthday. Such a Participant is also entitled to the elections provided in Sections 3.10 (Forms of Pension), 3.12 (Withdrawal of Participant Contributions on Termination of Employment), 3.13 (Death Benefits in Certain Cases), and 3.14 (Facility of Payment). (Amended 1/1/88)

**EXPLANATION:** To have retirement vest after 5 years if service ends prior to 55th birthday. Effective 1/1/89.

## 3.09 DEFERRED RETIREMENT

An employee who continues employment beyond the normal retirement date, as provided for in Section 3.05, shall not be entitled to a pension until Participant's actual retirement date. (Amended 1/1/88)

**EXPLANATION:** To state that an employee no longer has to give written notice to continue employment beyond normal retirement date.

### SPECIAL PROVISION C JOINT PENSION WITH NON-SPOUSE (Entire Provision Amended 1/1/88)

The amount of Non-Spouse Joint Pension shall be determined by the use of Actuarial Tables which provide 12%, 16%, 25%, 33-1/3%, 50%, 66-2/3%, 75% and 100% of the Joint Pension to a non-spouse Joint Pensioner who survives the death of the Participant.

Partial Actuarial Tables of 50% and 100% have been attached.

The following tables illustrate the factors to be applied for typical options which may be elected for 50% and 100%.

EXAMPLE. Assume the Participant is age 62 and elects a 50% or 100% option with a non-spouse age 50. Also assume that the Participant's Basic Pension is \$1000 per month.

# BENEFITS

Non-Spouse Option	Basic Pension	Reduced Pension	Non-Spouse's Portion	Non-Spouse's Pension in Event of Participant Death
50%	.861 x \$1000 =	\$861 x	.50	\$430.50
100%	.756 x \$1000 =	\$756 x	1.00	\$756.00

Tables for 12%, 16%, 33-1/3%, 66-2/3%, or 75% are available upon request. Tables for Beneficiary's Age at Pensioner's Retirement of less than 25 years or greater than 84 years are also available upon request.

NOTE: Language subject to change pending legal review.

EXPLANATION: Amend Special Provision C to add charts similar to Joint Pension with Spouse found in Special Provision D.

## FACTORS TO BE APPLIED TO EMPLOYEE'S RETIREMENT INCOME TO DETERMINE INCOME UNDER CONTINGENT ANNUITANT OPTION IF 50% OF SUCH INCOME IS CONTINUED TO CONTINGENT ANNUITANT

Beneficiary's Age at Pensioner's Retirement	Pensioner Whose Retirement Age is:														Beneficiary's Age at Pensioner's Retirement		
	55	56	57	58	59	60	61	62	63	64	65	66	67	68		69	70
25	.844	.836	.827	.817	.807	.797	.786	.775	.763	.751	.738	.725	.711	.697	.682	.667	25
26	.847	.838	.829	.819	.809	.799	.788	.777	.765	.753	.740	.727	.713	.699	.684	.669	26
27	.849	.840	.831	.821	.811	.801	.790	.779	.767	.755	.742	.729	.715	.701	.686	.671	27
28	.851	.842	.833	.824	.814	.803	.793	.781	.769	.757	.745	.731	.718	.703	.689	.674	28
29	.853	.844	.835	.826	.816	.806	.795	.784	.772	.760	.747	.734	.720	.706	.691	.676	29
30	.855	.847	.838	.828	.818	.808	.797	.786	.774	.762	.750	.736	.723	.708	.694	.679	30
31	.858	.849	.840	.831	.821	.811	.800	.789	.777	.765	.752	.739	.725	.711	.696	.681	31
32	.860	.852	.843	.833	.824	.813	.803	.792	.780	.768	.755	.742	.728	.714	.699	.684	32
33	.863	.854	.846	.836	.826	.816	.806	.794	.783	.771	.758	.745	.731	.717	.702	.687	33
34	.866	.857	.848	.839	.829	.819	.809	.797	.786	.774	.761	.748	.734	.720	.705	.690	34
35	.868	.860	.851	.842	.832	.822	.812	.801	.789	.777	.764	.751	.737	.723	.708	.693	35
36	.871	.863	.854	.845	.835	.825	.815	.804	.792	.780	.768	.754	.741	.727	.712	.697	36
37	.874	.866	.857	.848	.839	.829	.818	.807	.796	.784	.771	.758	.744	.730	.715	.700	37
38	.877	.869	.860	.851	.842	.832	.821	.811	.799	.787	.775	.761	.748	.734	.719	.704	38
39	.880	.872	.864	.855	.845	.835	.825	.814	.803	.791	.778	.765	.752	.737	.723	.708	39
40	.884	.875	.867	.858	.849	.839	.829	.818	.806	.795	.782	.769	.756	.741	.727	.712	40
41	.887	.879	.870	.862	.852	.843	.832	.822	.810	.798	.786	.773	.760	.746	.731	.716	41
42	.890	.882	.874	.865	.856	.846	.836	.826	.814	.803	.790	.777	.764	.750	.735	.720	42
43	.893	.886	.877	.869	.860	.850	.840	.830	.818	.807	.794	.782	.768	.754	.740	.725	43
44	.897	.889	.881	.873	.864	.854	.844	.834	.823	.811	.799	.786	.773	.759	.744	.729	44
45	.900	.893	.885	.876	.868	.858	.848	.838	.827	.816	.803	.791	.777	.764	.749	.734	45
46	.904	.896	.889	.880	.872	.862	.853	.842	.832	.820	.808	.795	.782	.768	.754	.739	46
47	.907	.900	.892	.884	.876	.867	.857	.847	.836	.825	.813	.800	.787	.774	.759	.744	47
48	.911	.904	.896	.888	.880	.871	.861	.851	.841	.830	.818	.805	.792	.779	.764	.750	48
49	.914	.907	.900	.892	.884	.875	.866	.856	.846	.835	.823	.811	.798	.784	.770	.755	49
50	.918	.911	.904	.896	.888	.880	.870	.861	.850	.840	.828	.816	.803	.790	.775	.761	50
51	.921	.915	.908	.900	.892	.884	.875	.866	.855	.845	.833	.821	.808	.795	.781	.767	51
52	.925	.918	.912	.904	.897	.888	.880	.870	.860	.850	.839	.827	.814	.801	.787	.773	52
53	.928	.922	.916	.908	.901	.893	.884	.875	.865	.855	.844	.832	.820	.807	.793	.779	53
54	.932	.926	.919	.913	.905	.897	.889	.880	.870	.860	.849	.838	.826	.813	.799	.785	54

## FACTORS TO BE APPLIED TO EMPLOYEE'S RETIREMENT INCOME TO DETERMINE INCOME UNDER CONTINGENT ANNUITANT OPTION IF 100% OF SUCH INCOME IS CONTINUED TO CONTINGENT ANNUITANT

Beneficiary's Age at Pensioner's Retirement	Pensioner Whose Retirement Age is:														Beneficiary's Age at Pensioner's Retirement		
	55	56	57	58	59	60	61	62	63	64	65	66	67	68		69	70
25	.731	.718	.704	.691	.676	.662	.647	.632	.617	.601	.585	.568	.551	.535	.518	.500	25
26	.734	.721	.707	.694	.679	.665	.650	.635	.619	.603	.587	.571	.554	.537	.520	.503	26
27	.737	.724	.710	.697	.683	.668	.653	.638	.622	.606	.590	.574	.557	.540	.523	.505	27
28	.740	.727	.714	.700	.686	.671	.656	.641	.625	.609	.593	.576	.560	.543	.525	.508	28
29	.744	.731	.717	.703	.689	.675	.660	.644	.629	.613	.596	.580	.563	.545	.528	.511	29
30	.747	.734	.721	.707	.693	.678	.663	.648	.632	.616	.599	.583	.566	.549	.531	.514	30
31	.751	.738	.725	.711	.696	.682	.667	.651	.636	.619	.603	.586	.569	.552	.534	.517	31
32	.755	.742	.728	.715	.700	.686	.671	.655	.639	.623	.607	.590	.573	.555	.538	.520	32
33	.759	.746	.732	.719	.704	.690	.675	.659	.643	.627	.610	.593	.576	.559	.541	.523	33
34	.763	.750	.737	.723	.708	.694	.679	.663	.647	.631	.614	.597	.580	.562	.545	.527	34
35	.768	.754	.741	.727	.713	.698	.683	.667	.651	.635	.618	.601	.584	.566	.549	.531	35
36	.772	.759	.746	.732	.717	.703	.687	.672	.656	.639	.623	.606	.588	.570	.553	.535	36
37	.777	.764	.750	.736	.722	.707	.692	.677	.661	.644	.627	.610	.593	.575	.557	.539	37
38	.781	.768	.755	.741	.727	.712	.697	.681	.665	.649	.632	.615	.597	.579	.561	.543	38
39	.786	.773	.760	.746	.732	.717	.702	.687	.670	.654	.637	.620	.602	.584	.566	.548	39
40	.791	.779	.765	.751	.737	.723	.707	.692	.676	.659	.642	.625	.607	.589	.571	.552	40
41	.797	.784	.771	.757	.743	.728	.713	.697	.681	.665	.648	.630	.612	.594	.576	.557	41
42	.802	.789	.776	.762	.748	.734	.719	.703	.687	.670	.653	.636	.618	.600	.581	.563	42
43	.807	.795	.782	.768	.754	.740	.724	.709	.693	.676	.659	.642	.624	.605	.587	.568	43

Beneficiary's Age at Pensioner's Retirement	Pensioner Whose Retirement Age is:														Beneficiary's Age at Pensioner's Retirement		
	55	56	57	58	59	60	61	62	63	64	65	66	67	68		69	70
44	.813	.800	.788	.774	.760	.746	.731	.715	.699	.682	.665	.648	.630	.611	.593	.574	44
45	.819	.806	.793	.780	.766	.752	.737	.721	.705	.689	.671	.654	.636	.618	.599	.580	45
46	.824	.812	.799	.786	.773	.758	.743	.728	.712	.695	.678	.660	.642	.624	.605	.586	46
47	.830	.818	.806	.793	.779	.765	.750	.734	.718	.702	.685	.667	.649	.631	.612	.593	47
48	.836	.824	.812	.799	.785	.771	.757	.741	.725	.709	.692	.674	.656	.638	.619	.600	48
49	.842	.830	.818	.805	.792	.778	.764	.748	.732	.716	.699	.681	.663	.645	.626	.607	49
50	.848	.837	.825	.812	.799	.785	.771	.756	.740	.723	.706	.689	.671	.652	.633	.614	50
51	.854	.843	.831	.819	.806	.792	.778	.763	.747	.731	.714	.697	.679	.660	.641	.622	51
52	.860	.849	.838	.826	.813	.799	.785	.770	.755	.739	.722	.705	.687	.668	.649	.630	52
53	.866	.855	.844	.832	.820	.807	.793	.778	.763	.747	.730	.713	.695	.676	.657	.638	53
54	.872	.862	.851	.839	.827	.814	.800	.786	.771	.755	.738	.721	.703	.685	.666	.646	54

### SPECIAL PROVISION H MAXIMUM PENSION

- Paragraph 1 unchanged.

In addition to other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, the accrued benefit, including the right to any optional benefit provided in the Plan (and all other defined benefit plans required to be aggregated with this Plan under the provisions of Section 415 of the Internal Revenue Code of 1954) shall not increase to an amount in excess of the amount permitted under Section 415 of the Internal Revenue Code of 1954 as amended by the Tax Equity and Fiscal Responsibility Act of 1982 and as further amended by the Tax Reform Act of 1986. (Amended 1/1/88)

EXPLANATION: To include reference to Tax Reform Act of 1986.

### SPECIAL PROVISION K VOLUNTARY RETIREMENT INCENTIVE PROGRAM

EXPLANATION: Special Provision K; To provide language for Voluntary Retirement Incentive Program as negotiated in Letter Agreement R2-87-41-PGE.

### BENEFIT AGREEMENT PART IV SAVINGS FUND PLAN

#### 4.01 ELIGIBILITY

An employee becomes an Eligible Employee upon completion of **one year** of Service. Once eligibility occurs it continues as long as the employee remains a Bargaining Unit employee and Service continues. (Amended 1/1/88)

EXPLANATION: To let an eligible employee participate in Savings Fund Plan after 1 year of Service, without matching contributions by the Company.

#### 4.02 PARTICIPATION

A. To become a participant, an Eligible Employee must submit a completed application form to the Plan Administrator. In the application form, the Eligible Employee:

- (1) authorizes the Employer to reduce his Covered/Compensation by a stated percentage and to contribute such amount to the Plan as a 401(k) Contribution; **and/or**
- (2) elects to make Non-401(k) Contributions, if any, to the Plan; and
- (3) instructs the Plan Administrator as to the manner in which employee contributions are to be invested.

B. Unchanged

EXPLANATION: To add language including "and/or", so that employees with one year service may contribute to 401(k) Plan without matching Company contributions.

#### 4.03 EMPLOYEE CONTRIBUTIONS

To become a contributing participant, an Eligible Employee **whose contributions are eligible for matching Employer Contributions** must make 401(k) Contributions to the Plan. **An Eligible Employee whose contributions are not eligible for matching Employer contributions may make either 401(k) or Non-401(k) contributions to the Plan.** Participants who make 401(k) Contributions equal to the maximum amount eligible for matching Employer Contributions under Subsection 4.03A.(1), below, may also make additional contributions to the Plan. Such additional contributions may be made as 401(k) Contributions or as Non-401(k) Contributions or a combination of both. (Amended 1/1/88)

All contributions withheld by the Employer from Covered Compensation are paid over to the Trustee, unconditionally credited to the participant's account and invested in accordance with the participant's instructions.

A. 401(k) Contributions. A 401(k) Contribution is an election to defer the receipt of a specified whole percentage of Covered Compensation which would otherwise be currently payable to a participant. The Employer shall reduce the participant's Covered Compensation by an amount equal to the percentage of the 401(k) Contribution elected by the participant **subject to the \$7,000 limit multiplied by the adjustment factor as prescribed by the Secretary of the Treasury.** Under current law, 401(k) Contributions deferred by a participant under the Plan are not subject to federal or state income tax until actually withdrawn or distributed from the Plan. (Amended 1/1/88)

(1) 401(k) Contributions are eligible for matching Employer Contributions as described in Section 4.04. Although a participant may elect to defer up to 14 percent of Covered Compensation to the Plan, the maximum amount of a participant's 401(k) Contributions eligible for matching Employer Contributions shall be one of the following percentages of Covered Compensation:

- (i) **zero percent, with at least one year but less than three years of Service; or (Amended 1/1/88)**

## BENEFITS

- (ii) up to 3 percent, with at least three but less than five years of Service; or
- (iii) up to 4 percent, with at least five but less than 10 years of Service; or
- (iv) up to 5 percent, with at least 10 but less than 15 years of Service; or
- (v) up to 6 percent, with at least 15 years of Service.
- (vi) for a participant who is absent from work and receiving temporary compensation under any state Worker's Compensation Law or under the Company's Long Term Disability Plan, the larger of:

- a) the maximum percentage calculated under (ii), (iii), (iv), or (v), whichever is applicable; or **(Amended 1/1/88)**
- b) the dollar amount which was eligible for matching Employer Contributions immediately before the participant's absence began.

B. Non-401(k) Contributions. Non-401(k) Contributions differ from 401(k) Contributions in that a participant has already paid taxes on the amounts contributed to the Plan. All Employee Contributions made to the Plan as it existed prior to October 1, 1984, are considered to be Non-401(k) Contributions and are so recorded in the accounts maintained by the Plan Administrator.

**A participant whose contributions are not eligible for matching Employer Contributions may elect to make 401(k) Contributions and/or Non-401(k) Contributions to the Plan.** A participant who has elected to make a 401(k) Contribution equal to the maximum amount eligible for matching Employer/Contributions under Subsection 4.03A.(l), above, may also elect to make additional 401(k) Contributions and/or Non-401(k) Contributions to the Plan, but such contributions are not matched by Employer Contributions. **(Amended 1/1/88)**

Non-401(k) Contributions must be made in whole percentages of Covered Compensation, and the sum of all 401(k) Contributions and Non-401(k) Contributions made by a participant may not exceed 14 percent of the participant's Covered Compensation.

C. Change in rate of participant contributions. By appropriate Notice, **a participant may stop making contributions, change the rate of contributions, or resume making contributions at any time.** **(Amended 1/1/88)**

**EXPLANATION: So that all contributions eligible for matching funds must be 401(k) contributions. Contributions not eligible for matching funds may be either 401(k) or non-401(k) contributions.**

**A. To say that 401(k) contributions are limited to a \$7,000 limit multiplied by the adjustment factor prescribed by the Secretary of the Treasury.**

**A. To clarify that matching funds are 0% from 1 year to 3 years of service.**

**B. To explain that contributions not eligible for matching funds may be either 401(k) or non-401(k) contributions.**

**C. To provide that a participant may stop, change the rate of contribution or resume making contributions at any time.**

### 4.04 EMPLOYER CONTRIBUTIONS

A. Each and every time that participants make 401(k) Contributions **eligible for matching Employer Contributions**, the Company shall make a matching Employer Contribution to the Plan in cash or in whole shares of Company Stock, or partly in both. Matching Employer Contributions shall be limited to an amount equal to one-half of the aggregate participant 401(k) Contributions eligible for matching Employer Contributions under the provisions of Subsection 4.03A.(1). The Company shall charge to each Employer its appropriate share of matching Employer Contributions. **(Amended 1/1/88)**

B. Unchanged.

C. Unchanged.

**EXPLANATION: To clarify that only eligible contributions will be matched.**

### 4.06 COMPANY STOCK FUND

A. Unchanged.

B. Unchanged.

C. Computation of Averaged Cost. The cost to the TRUSTEE of all COMPANY STOCK purchased directly from the COMPANY shall be the averaged cost. The averaged cost for all COMPANY STOCK held in the COMPANY STOCK FUND is the average of the mid-points of the daily high and low composite prices for the period for which the money was contributed. The averaged cost for COMPANY STOCK purchased with dividends will be averaged over the five

trading days immediately preceding receipt of the dividends by the TRUSTEE. **(Amended 1/1/88)**

D. Voting of COMPANY STOCK. Each and every time shareholders who are not participants in the PLAN are entitled to vote COMPANY STOCK, participants shall have an absolute right to vote COMPANY STOCK. Whenever participants are given the opportunity to vote COMPANY STOCK, the TRUSTEE shall inform each participant of all relevant material received by the TRUSTEE with a written request for confidential voting instructions. The TRUSTEE is required to vote the COMPANY STOCK credited to a participant's account as the participant directs. If the participant does not give such instructions within the required time, the TRUSTEE may **not** vote **any** COMPANY STOCK in a participant's account. **(Amended 1/1/88)**

**EXPLANATION: To change way that stock price is averaged. The Trustees must have Proxy to vote shares.**

### 4.25 DEFINITIONS

- Unchanged except for:

**BENEFICIARY: The person or persons the participant designates to receive any distribution due under the Plan, in the event of a participant's death. For a married participant, the participant's spouse shall automatically be the Beneficiary unless the participant, with the written consent of his spouse, elects to designate another person or persons to be Beneficiary. The consent of the spouse shall be in writing, shall acknowledge the effect of the consent, and shall be witnessed by a notary public or Plan representative.** A participant designates a Beneficiary on a Designation of Beneficiary Form available from his Division or General Office **Human Resources** Department. **(Amended 1/1/88)**

**EXPLANATION: The Savings Fund Plan to comply with the Retirement Equity Act of 1984.**

## BENEFIT AGREEMENT

### PART V

#### TRASOP AND PAYSOP PLAN

### 5.22 DEFINITIONS

- Unchanged except for:

**BENEFICIARY: The person or persons the participant designates to receive any distribution due under the Plan, in the event of a participant's death. For a married participant, the spouse shall automatically be the Beneficiary unless the participant, with the written consent of his spouse, elects to designate another person or persons to be Beneficiary. The consent of the spouse shall be in writing, shall acknowledge the effect of the consent, and shall be witnessed by a notary public or Plan representative.** A participant designates a Beneficiary on a Designation of Beneficiary Form available from his Division or General Office **Human Resources Department.** **(Amended 1/1/88)**

**EXPLANATION: The TRASOP and PAYSOP Plan to comply with the Retirement Equity Act of 1984.**

### PART VI - TERM

**6.01** A Union Pension Contract having taken effect as of January 1, 1954, and having been amended January 1, 1959, January 1, 1964, January 1, 1969, January 1, 1974, January 1, 1977, January 1, 1981, January 1, 1983, and last amended **January 1, 1988**, and herein referred to as the Benefit Agreement, shall continue in effect as amended for the term January 1, **1988** to January 1, **1991**, and shall continue thereafter for terms of one year each unless written notice of termination is given by either Union or an Employer to the other 120 days prior to the end of the then current term. **(Amended 1/1/88)**

**EXPLANATION: To provide for a 3-year term.**

### 6.02

A. If either an Employer or Union desires to amend this Benefit Agreement, it shall give written notice thereof to the other 120 days prior to the end of the then current term, in which event the parties shall commence negotiations on any proposed amendment as soon as practicable after such notice has been given. Failure to the parties to agree on any such proposed amendment shall not cause termination of this Benefit Agreement unless either party has given notice of termination as provided in Section 6.01 of this Part VI.

B. **Notwithstanding the Provisions** of Section 6.01 above, either party to this Agreement may upon written notice to the other **on or before October 1, 1989 reopen the Basic Pension Table in Section 3.06 and/or Special Provisions (Pension and LTD adjustments) of Part III (Retirement Plan) hereof.** **(Amended 1/1/88)**

## HEALTH, DENTAL, VISION

### HEALTH, DENTAL AND VISION BENEFIT AGREEMENT HEALTH PLAN OPTIONS

**From time to time the Company will allow retirees the opportunity to change Health Plans during the same open enrollment period offered to active employees.**

**In 1987, an open enrollment period for retirees will be conducted from October 26 to November 13 for changes effective January 1, 1988.**

**EXPLANATION: To provide open enrollment periods for retirees to change health plans. The first open period is at the same time as regular employees. The next period is in 1991.**

### Section 5. Payment of Premiums by Employer (Amended 1/1/88)

#### (a) Dental

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide dental benefits for its employees and their dependents. Effective January 1, 1984, the orthodontic benefits under the Plan will be 50 percent of covered orthodontic benefits to a maximum of \$1,000 per case.

**The table below indicates the premium equivalents for Plan Year 1988. The premium equivalents for any following Plan Year shall be established in September of the preceding year on the basis of Delta Dental estimates for the following year based on experience to that date and trends.**

# HEALTH, DENTAL, VISION

## SECTION 5 TABLE:

### 1988 Basic Monthly Premium Equivalents

Employee only	\$ 26.50
Employee and one dependent	\$ 45.05
Employee and two or more dependents	\$ 68.89

#### (b) Vision Care

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide vision care benefits for its employees and their dependents.

The table below indicates the premium equivalents for Plan Year 1988. The premium equivalents for any following Plan Year shall be established in September of the preceding year on the basis of Vision Service Plan estimates for the following year based on experience to that date and trends.

### 1988 Basic Monthly Premium Equivalents

Employee only	\$ 4.98
Employee and one dependent	\$ 9.97
Employee and two or more dependents	\$ 13.68

#### (c) Health

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide health plan benefits for its regular employees and their dependents as provided for in Exhibit C, the base plan, or an equal or lesser amount as is necessary to pay the premiums of an HMO Plan as such employee may elect, as described in Exhibits D, E, F, G, H, J, K, L, M, N, and O. The table below indicates the HMO premium equivalents for Plan Year 1988. The premium equivalents for any following plan year shall be established in September of the preceding year on the basis of Blue Cross estimates for the following year based on experience to that date and trends.

### \*1988 Basic Monthly Premium Equivalents

Employee only	\$113.79
Employee and one dependent	\$245.94
Employee and two or more dependents	\$331.84

(Entire Section Amended 1/1/88)

## Section 7. Health Maintenance Organizations

(a) Company and Union shall continue to discuss the addition and designation of HMO Plans as they become available, as alternatives to the Health Plans provided for in Exhibit C. To qualify for consideration as a designated alternative, an HMO Plan must meet and maintain the requirements established by the Secretary of Health, Education and Welfare as presently provided in the Health Maintenance Organization Act of 1973, or the California Knox-Keene Act of 1975, or as such Acts may be amended during the term of this Agreement. By agreement prior to the first day of October of any year, additional qualified HMOs may be included in this Agreement, to become effective on the first day of the following calendar year. (Amended 1/1/88)

(b) Unchanged.

(c) Unchanged.

EXPLANATION: To include reference to Knox-Keene Act of 1975.

## Section 11. COBRA Continuation

Effective January 1, 1988, the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 requires that the Company provide group health benefits to individuals who would otherwise lose coverage under the Company's plans (i.e., medical, dental and vision plans) due to certain "qualifying events" listed below.

COBRA will not affect the continued group medical plan coverage currently offered to employees, retirees, eligible dependents and surviving spouses.

The COBRA Continuation Program shall provide that:

A. Coverage can be extended up to 18 months if one of the following "qualifying events" occurs on or after January 1, 1988:

- Employment with the Company terminates for any reason other than gross misconduct, or

- If group health coverage would otherwise end due to a reduction in work hours.

B. Coverage for eligible dependents can be extended up to 36 months if one of the following "qualifying events" occurs on or after January 1, 1988:

- Employee dies while being covered as a plan participant (dependents have a choice of continuing their coverage under COBRA or under the surviving family member coverage provisions of PG&E's plans); or

- Employee and spouse become legally separated or divorced; or
- A dependent child no longer qualifies as an eligible dependent under the plan.

If any one of the qualifying events listed above occurs during an 18-month continuation period, covered dependents may elect to continue coverage for up to 36 months from the date of the initial qualifying event.

Dependents must be enrolled as a dependent under the group health plan at the time of the qualifying event to be eligible for continuation coverage under COBRA.

### C. The 18 or 36-Month Extension Will Not Apply:

- to any Company-provided medical, dental or vision plan which is terminated.

- if required premium is not paid within 31 days of the premium due date.

- If employee or dependents become covered by any other group health plan.

- If former spouse remarries and becomes covered under another group health plan.

- If dependents become eligible for Medicare. (Medicare eligibility terminates coverage only for the Medicare-eligible individual.)

### D. Cost of Continuation Coverage

Continuation coverage will cost the individual electing coverage 102% of the group health plan premium as established in Section 5.

### E. How to Obtain COBRA Continuation Coverage

In the event of an employee's termination of employment, retirement, or death, the Company will notify the employee/retiree and/or eligible dependents of their right to continuation coverage with 44 days from the date coverage would be lost.

In the event of a divorce, legal separation or child losing dependent status under the group health plan, the employee or their dependents are responsible for notifying the Company to obtain continuation coverage. The employee has 60 days from the date of the qualifying event to notify the Company. The Company will notify the dependents of their right to choose continuation coverage within 14 days of receiving a written notice. Failure to notify the company within 60 days of a qualifying event will be considered an election not to continue coverage. Requests for continuation coverage should be sent to the local Human Resources Department.

### F. Individual Medical Plan Conversion Privileges

Nothing in this section will affect the right of an employee or their eligible dependent to convert group medical plan coverage to an individual plan upon becoming ineligible for group coverage. An employee or former employee may convert to an individual plan at any time during the last 180 days of your 18 or 36-month COBRA continuation coverage period or within 31 days from the date coverage ends. (Added 1/1/88)

EXPLANATION: To provide that the Company will offer the Consolidated Omnibus Budget Reconciliation Act (COBRA) to employees, retirees and eligible dependents as provided for in COBRA.

## Section 12. Exhibits (Amended 1/1/88)

The following Exhibits are attached hereto and made a part hereof:

- Exhibit A—Dental Plan (**Delta Dental**)
- Exhibit B—Vision Care Plan
- Exhibit C—Medical Service Plan (Blue Cross of California)
- Exhibit D—Kaiser Foundation Health Plan
- Exhibit E—Foundation Health Plan
- Exhibit F—**Maxicare**
- Exhibit G—Health Plan of the Redwoods
- Exhibit H—Bay Pacific Health Plan, Inc.
- Exhibit J—Lifeguard
- Exhibit K—Heals Plan
- Exhibit L—Health Net
- Exhibit M—**Health Plan of America**
- Exhibit N—**TakeCare**
- Exhibit O—**ValuCare**

EXPLANATION: To add Health Plan of America, TakeCare, and ValuCare as new HMO's. Also revises names of several Exhibits. In Exhibit F, Rockridge Health Care Plan of Oakland, name was changed to Maxicare. Included in this agreement is a list of HMO's in each area and their expansion areas.

The following Health Maintenance Organizations are to expand to the areas listed below:

HMO	Proposed Area	Current Area
BAY PACIFIC	Santa Clara County	Alameda, Contra Costa, Marin, San Francisco and San Mateo Counties
FOUNDATION	Alameda, Contra Costa, Fresno, Merced, Solano, Stanislaus and Tehama Counties	Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, San Joaquin, Sutter, Tuolumne, Yolo and Yuba Counties
HEALTH NET	Alameda, Contra Costa, Marin, Napa, Nevada, Placer, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma and Yolo Counties	Kern, San Luis Obispo, and Santa Barbara Counties
MAXICARE (Formerly HEALTH AMERICA)	Kern, Sacramento, Santa Barbara, Santa Cruz, and Sonoma Counties	Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties

# HEALTH, DENTAL, VISION

HMO	Proposed Area	Current Area
TAKECARE	Fresno and Madera Counties	Alameda, Contra Costa, Marin, Merced, Placer, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sonoma, Stanislaus and Yolo Counties
VALUCARE	Kings County	Fresno and Madera Counties

## HEALTH MAINTENANCE ORGANIZATIONS

1 Bay Pacific	5 HP of America	9 Lifeguard
2 Foundation	6 HP of Redwoods	10 TakeCare
3 Heals	7 Maxicare	11 ValuCare
4 Health Net	8 Kaiser	

COUNTIES	HMO's Currently Serving Area	HMO's Proposing To Expand to Area
Alameda	1, 3, 5, 7, 8, 9, 10	2, 4
Amador	2, 8	
Butte	2, 5	
Calaveras	2	
Colusa	2	
Contra Costa	1, 3, 5, 7, 8, 9, 10	2, 4
El Dorado	2, 5, 8	
Fresno	5, 8, 11	2, 10
Glenn	2, 5	
Kern	4	7
Kings	8	11
Madera	5, 8, 11	10
Marin	1, 5, 7, 8, 10	4
Merced	10	2
Napa	5, 8	4
Nevada	2	4
Placer	2, 5, 8, 10	4
Sacramento	2, 5, 8, 10	4, 7
San Francisco	1, 5, 7, 8, 10	4
San Joaquin	2, 8, 9, 10	4
San Luis Obispo	4	
San Mateo	1, 5, 7, 8, 9, 10	4
Santa Barbara	4	7
Santa Clara	5, 7, 8, 9, 10	1, 4
Santa Cruz	5, 10	4, 7
Solano	5, 8, 9	2, 4
Sonoma	5, 6, 8, 10	4, 7
Stanislaus	9, 10	2
Sutter	2, 8	
Tehama	5	2
Tulare	8	
Tuolumne	2	
Yolo	2, 5, 8, 10	4
Yuba	2, 8	

### Section 13 NOTICE—AMENDMENTS—TERMINATION

Language unchanged.

**EXPLANATION:** To change section number.

### Section 14. TERM

(a) This Health, Dental and Vision Benefit Agreement, having taken effect on January 1, 1975, and been amended January 1, 1977, January 1, 1979, January 1, 1981, January 1, 1983, January 1, 1984, and **January 1, 1988**, shall continue in effect until **January 1, 1991**.

**EXPLANATION:** To Provide for three-year term.

## EXHIBIT C BLUE CROSS

BENEFITS	PLAN
ELIGIBILITY	After attainment of regular status, the Company currently pays the entire cost of this Plan for you and your eligible dependents. If you are disabled and receiving benefits from the Company's Group Life Insurance and Long Term Disability Plan, the Company will pay the entire cost of the coverage for you and your dependents. If you retire early, you may continue your Blue Cross coverage. The Company will pay your premium on the same basis as it does for active employees until you reach age 65. <b>At age 65 your Plan coverage continues, but you will be required to share in the cost of the Prudent Buyer Medicare Supplemental Plan.</b>
SERVICE AREA	Worldwide. (Refer to CHOICE OF DOCTOR AND HOSPITAL below.)

### CHOICE OF DOCTOR AND HOSPITAL

You must select doctors and hospitals in which Prudent Buyer services are available to be eligible for coverage at no cost.

You may select any licensed physician and surgeon anywhere in the world and receive care from any licensed general hospital and be eligible for full payment if you fall into any of the following categories:

1) You will be eligible for payment of 100% of Reasonable and Customary charges and may in writing appeal to Blue Cross for total payment if:

— Prudent Buyer services are not available within 30 road miles of your residence, or

— You are an eligible dependent attending school away from home and there are no Prudent Buyer services available within 30 road miles of your school residence, or

— You are traveling away from home and utilize services in another state.

2) You will be eligible for payment of 90% of Reasonable and Customary charges and may in writing appeal to Blue Cross for total payment if:

— You are traveling away from home but within the state of California and do not utilize Prudent Buyer services, or

— You are required to work away from your principal residence.

3) You will be eligible for full payment in an emergency situation and while the emergency situation requires immediate medical attention.

Any other circumstance may result in a 90/10% co-payment for services rendered.

COORDINATION OF BENEFITS Yes.

**HOLD HARMLESS** Members and their dependents will be held harmless for charges above the negotiated rate when utilizing Prudent Buyer services and/or if referred to a non-Prudent Buyer Provider by a Prudent Buyer Provider.

REQUIRED ARBITRATION Blue Cross will represent member to see that they are not held responsible for charges in excess of the Prudent Buyer Plan charges. (Refer to Exhibit I and II below.)

**PREFERRED PROVIDER MEDICAL COVERAGE** Basic Medical pays 100% of the Negotiated Rate when utilizing Prudent Buyer hospitals and a physicians. Major Medical pays 80% of the Negotiated Rate when utilizing Prudent Buyer hospitals and physicians.

**NON-PREFERRED PROVIDER MEDICAL COVERAGE** Basic Medical pays 90% of reasonable and customary charges when utilizing a Non-Prudent Buyer hospital and/or physician. Major Medical pays 80% of reasonable and customary charges when utilizing a Non-Prudent Buyer hospital and/or physician.

	BASIC PLAN BENEFITS	MAJOR MEDICAL PROTECTION
BASIC AND MAJOR MEDICAL COVERAGE	Most benefits pay from the first dollar of expenses with no deductible (the exception is doctor's home and office visits).	Lifetime maximum - \$1,000,000 Deductible - \$100 per person (or a total of \$300 for a family) each calendar year.
BASIC AND MAJOR MEDICAL COVERAGE (continued)		Co-insurance - After the deductible, pays 80% of charges of the next \$2,000 of covered expenses and 100% thereafter.
HOSPITAL BENEFITS Room and Board	Pays up to 365 days in a room of two or more beds (including intensive care); private room accommodations will be paid in full when certified medically necessary.	Pays 80% or 100% of charges in excess of Basic Plan benefit.
Hospital Services	Pays up to 365 days.	Pays 80% or 100% of charges in excess of days provided by Basic Plan.
Special Duty Nursing	Provided by Major Medical only.	Pays 80% or 100% of charges.
Outpatient Hospital Emergency Care	Pays in full for sudden or serious illness, accidents, or if surgery is performed.	Pays 80% or 100% of charges in excess of Basic Plan benefit.

# HEALTH, DENTAL, VISION

	BASIC PLAN BENEFITS	MAJOR MEDICAL PROTECTION
Skilled Nursing Facility	Pays in full in a room of two or more beds after three days of hospital care.	Pays 80% or 100% of charges in excess of Basic Plan benefit.
Ambulance Services	Pays up to \$100 when hospitalized; <b>pays in full</b> when transferred to Skilled Nursing Facility.	Pays 80% or 100% of charges in excess of Basic Plan benefit.
<b>Ancillary Services</b>	<b>Covered Expense.</b>	<b>Paid under Basic Plan.</b>
<b>PROFESSIONAL BENEFITS</b>		
Surgery	<b>Covered expense</b> including surgeon, assistant surgeon and anesthetist.	Paid under Basic Plan.
Doctor's Visits	<b>HOSPITAL VISITS Covered Expense.</b>	The Basic Plan <b>co-payment</b> or any portion thereof may be used as a credit against the Major Medical deductible of \$100.
	<b>OFFICE &amp; HOME VISITS Accident: Covered Expense.</b>	
	<b>Illness: Office visit \$5.00 co-payment per visit. Home visit \$10.00 co-payment per visit.</b>	
Consultation	<b>Covered Expense.</b>	Paid under Basic Plan.
<b>MEDICAL BENEFITS</b>		
Routine Physical Exams	Not provided.	Not provided.
Examinations for Eyeglasses	Not provided.	Not provided.
Outpatient Physical Therapy	<b>Covered Expense.</b>	<b>Paid under Basic Plan.</b>
Diagnostic X-ray and Laboratory Exams	Pays up to \$200 each calendar year for diagnostic x-rays for illness and clinical laboratory services for illness and accidents. Pays in full for diagnostic x-ray	Pays 80% or 100% of charges in excess of Basic Plan benefit.
Pap Smears	<b>Covered Expense.</b>	Paid under Basic Plan.
Radiation Therapy	<b>Covered Expense.</b>	Paid under Basic Plan.
Dental Care	3 days of Hospital Benefits if surgery is performed.	Pays 80% or 100% of charges for treatment of injury to natural teeth.
Well-Baby Care	Pays up to \$100 during first year of life.	Paid under Basic Plan.
Supplemental Accident	Pays up to \$500 for covered services within 90 days of accident, including out-of-hospital physical therapy, hospital room & board, registered nursing care. Includes dental service for accident.	Pays 80% or 100% of charges in excess of Basic Plan benefit.
<b>Home Health Care</b>	<b>Covered Expense.</b>	Pays 80% or 100% of charges in excess of Basic Plan Benefits.
Inpatient Prescription Drugs	Pays in full when hospitalized.	Pays 80% or 100% of charges in excess of Basic Plan Benefits.
Outpatient Prescription Drugs	Provided under Major Medical only.	Pays 80% or 100% of charges. (Refer to Exhibit III, Prescription Drug Claim Form)
<b>Hospice Care</b>	<b>Pays in full when course of treatment approved by Blue Cross.</b>	<b>Paid under Basic Plan.</b>
Injections	<b>Covered Expense.</b>	Paid under Basic Plan.
Immunizations	<b>Covered Expense.</b>	Paid under Basic Plan.

	Covered Expense.	
Maternity Care		Paid under Basic Plan.
Inpatient Psychiatric Care	Provided by Major Medical only.	Pays 80% or 100% of charges during acute phase.
Outpatient Psychiatric Care	Provided by Major Medical only.	<b>Pays 80% of charges up to \$1,500 annual maximum per family member.</b>
Inpatient Substance Abuse Care	<b>Not Covered.</b>	<b>Not Covered.</b>
Outpatient Substance Abuse Care	<b>Not Covered.</b>	<b>Not Covered.</b>
Artificial Limbs and Rental of Mechanical Equipment	Provided by Major Medical only.	Pays 80% or 100% of charges.

## BENEFITS PLAN

<b>OUT-OF-AREA BENEFITS</b>	Full benefits apply throughout the world.
<b>SPONSORED DEPENDENT CHILD</b>	At age 19, unmarried children may be included to age 24, provided they are primarily dependent upon the subscriber for support.
<b>EXCLUSIONS AND LIMITATIONS</b>	<p>Conditions caused by war or aggression. Eye refractions, glasses and examinations; hearing aids or orthopedic shoes.</p> <p>Conditions covered by Workers' Compensations laws. Services for custodial care or an institution which is primarily a place of rest, a place for the aged, a sanitarium, nursing home or any like institution. Non-medical expenses for comfort items.</p> <p>Services or supplies for which no charge is made. Services provided by Federal or State Government agencies.</p> <p>Benefits received or payable under the "Medicare" section of the Social Security Act.</p> <p>Cosmetic surgery except as a result of an accident occurring while a member of this Plan.</p> <p>Services prior to and hospitalization at member's effective date or after protection has terminated except as provided by the agreement.</p> <p><b>Treatment on or to the teeth except as specifically provided.</b></p> <p>Services or supplies in connection with experimental treatment.</p> <p>Services for organ transplants except transplant of kidney, cornea or bone marrow or tissue from the body of the member when the recipient is a member covered by this Plan.</p> <p>Optometric services and podiatric services.</p> <p><b>EXCEPT AS A MAJOR MEDICAL BENEFIT, hospitalization primarily for rehabilitative care, treatment of pulmonary tuberculosis and mental disorders.</b></p> <p>Services of a licensed chiropractor, psychologist, podiatrist or optometrist except for medically necessary treatment performed within the scope of his license, if such services would have been performed by a physician and surgeon.</p> <p><b>Any procedure or treatment to reverse previous sterilization procedures.</b></p> <p><b>Artificial insemination and invitro fertilization.</b></p> <p><b>Any surgery for the correction of refractive defects of the eye, such as near-sightedness, e.g., radial keratotomy.</b></p> <p><b>Weight reduction or treatment of obesity.</b></p> <p><b>Acupuncture.</b></p> <p><b>Treatment for Substance Abuse.</b></p> <p><b>Any expense incurred for services or supplies that are not medically necessary as defined herein.</b></p> <p><b>Any procedure or treatment designed to alter physical characteristics of the member to those of the opposite sex.</b></p> <p><b>The furnishing or replacement of hearing aids, orthopedic shoes, air purifiers or humidifiers.</b></p> <p><b>Professional services rendered to a member by a person who ordinarily resides in the member's home or who is related to the member by blood or marriage.</b></p> <p><b>Hyperkinetic Syndromes, learning disabilities, behavioral problems, mental retardation, autistic disease of childhood, or hospitalization for environmental change.</b></p> <p><b>Medical examinations or tests not connected with the care and treatment of an actual illness, disease or injury; routine physical exams.</b></p>

## HEALTH, DENTAL, VISION

### TERMINATION OF COVERAGE

If you decide to end your Blue Cross coverage, it will stop on the first day of the month after PSEA receives your written notice of cancellation. Coverage will end automatically on the first day of the month following:

- the end of your employment with an eligible Employer,
- your transfer into an employment status that makes you ineligible for Plan coverage,
- your failure to pay your share of the cost of coverage,
- or, the Plan's termination.

Your dependents' coverage will end when yours does, or on the last day of the month in which they no longer qualify as dependents. If you divorce, the coverage of your former spouse will end on the last day of the month in which the divorce becomes final.

If you die, your surviving spouse and dependents may continue Plan coverage.

Your coverage will continue if you go on an authorized leave of absence for personal or medical reasons. However, the Company will contribute to the cost of your coverage for only three months for any leave of absence authorized for personal reasons.

If you are hospitalized when your coverage ends, benefits will continue for the same illness until you are discharged, no longer need care, or have been provided with maximum benefits, whichever occurs first.

If your group Blue Cross coverage stops, you may convert it to an individual membership without undergoing a physical examination, provided you apply within 30 days. Your dependents may also take advantage of this privilege. However, you may not exercise this privilege if the Plan is terminated, or if your group coverage is stopped because you allowed your Blue Cross identification card to be used fraudulently. Blue Cross benefits are not transferable; only Blue Cross members are permitted to receive Blue Cross benefits. The actual benefits provided by the individual membership are not the same as those provided by the Company-Blue Cross Plan. If you start the individual membership, Blue Cross will provide information on what medical coverage is available.

### MEMBER CLAIM FORM

In the event Member Claim Forms are not submitted by the provider of services, such Member Claim Forms must be submitted by members or dependents for reimbursement and/or payment for services. (Refer to Exhibit IV).

### Exhibit I: PAYMENT IN FULL FOR COVERED SERVICES

The payment of the usual **Prudent Buyer** fee by Blue Cross is intended to constitute payment in full for the Physician and Surgeon's professional services covered by this Agreement. In any instance where the Physician and Surgeon contends that he is entitled to a fee exceeding that paid by Blue Cross, Blue Cross will represent the Member and will hold him harmless from Personal liability for any additional fee payment.

### Exhibit II: HOLD HARMLESS AGREEMENT

The following procedure will be used to administer Exhibit I, Payment in Full, for covered services of the Agreement, No. 7217, and its endorsements between Blue Cross and Pacific Gas and Electric Company:

1. Blue Cross will initially review all claims for professional services to confirm that the services meet the test of the **Prudent Buyer Plan**.
2. In the event that a dispute arises between a physician and Blue Cross over the appropriateness of fee or treatment, the case will automatically be referred by Blue Cross to the appropriate Peer Review Society for mediation. Blue Cross will then abide by the decision of the Peer Review Society.
3. If the physician continues to balance bill the member during the period of dispute, Blue Cross will request that the physician discontinue the balance billing until the dispute has been adjudicated. However, in the event the physician threatens legal or collection action, Blue Cross will issue a check to cover the disputed bill. Blue Cross will have a system to recoup any of the above payments made if Blue Cross is upheld.
4. If for any reason the physician refuses to accept the decision of the Peer Review Society and proceeds to obtain a legal judgment against the member for any unpaid balances for services covered under the Blue Cross Agreement, Blue Cross will represent the member in such legal proceedings and hold him harmless for any such balances.
5. Members and their dependents will be held harmless for charges above the negotiated rate when utilizing Prudent Buyer services and/or if referred to a Non-Prudent Buyer Provider by a Prudent Buyer Provider.

\*This outline of Medical Plan Benefits presents a summary of the principal provisions of the plan. All benefits are governed by the provisions of the Company's agreement with the carrier and participants are bound by the terms of the agreement. The complete agreement with the carrier is available from the Employee Benefit Administrative Committee.

**EXPLANATION:** Amended the Blue Cross Medical Service Plan to a Blue Cross Prudent Buyer Plan with 100% payment protection for those who do not have a Prudent Buyer Provider within 30 miles of their residence, covered dependent's school/college, or if they are required to work away from their principal residence. Other users of non-Prudent Buyer Providers must pay a 10% co-payment penalty. Increased Well Baby Care from \$50 to \$100 during the first year of life. Co-payments set to \$5 per Doctor Office Visit, \$10 per Doctor Home Visit, and pays in full the Prudent Buyer Charge for accident or hospital visits. Added Hospice Care and Home Nursing Care. Modified the Hold Harmless clause to apply to Prudent Buyer services only. Removed the Alcoholism and Narcotism Outpatient and Inpatient benefits which will be replaced by a separate Substance Abuse Program available to all Blue Cross subscribers and dependents.

## Pacific Gas and Electric Company 1988 Shift Premiums

See Sections 110.2 and 110.7 of the Physical Contract and Sections 11.2 and 11.7 of the Clerical Contract. Premiums are based on a 1988 weighted average straight-time hourly rate of \$16.96.

**SECOND SHIFT PREMIUM**  
\$ .76

**THIRD SHIFT AND SUNDAY PREMIUM**  
\$1.53

**SUNDAY SECOND SHIFT PREMIUM**  
\$2.29

**SUNDAY THIRD SHIFT PREMIUM**  
\$3.06

**RELIEF PREMIUM**  
\$17.24

### NUCLEAR PREMIUMS

Nuclear Auxiliary Operator Premium	\$1.68
Reactor Operator License Premium	2.45
Senior Reactor Operator License Premium	3.06
Senior Reactor Operator Licensed	
Senior Control Operator's Premium	3.98

### 1988 REMOTE REPORTING EXPENSE ALLOWANCE

Section 202.21(c) of the Physical Contract

Less than 15 miles	\$10.25
15 miles or more	14.50

## Unit changes listed

Here is a recent change in the Unit Meeting Schedule:

### #2315 - Livermore

Eagles Hall 527  
N. Livermore Ave.

**1st Thursday**  
February 9  
March 8  
April 12  
May 10  
June 14

### #2314 - Hayward/Fremont

**1st Friday**  
February 10  
March 9  
April 13  
May 11  
June 15

# Cal/OSHA can fight for office workers, too

By Steve Diamond

When many workers think about health and safety issues, they think about accidents or exposure to dangerous chemicals. But there are many hazards in the workplace that are not always so obvious. Before Governor Deukmejian axed Cal/OSHA's budget, its staff was responding to union pressure to protect both physical and clerical workers from these "invisible" hazards.

### VDT protection

In 1986 a coalition of unions argued successfully that Cal/OSHA should establish an ad-hoc committee to examine the effects of Video Display Terminals (VDT's) on office workers. In the last decade, VDT's have become a familiar site in every office. But employers have not always been willing to examine the potential health effects of this new technology.

The Cal/OSHA decision to study VDT's was "a recognition of the health problems that VDT workers are reporting daily throughout the state," Larkie Gildersleeve of the Northern California Newspaper Guild said when the Committee was announced. "This is an important first step toward winning health and safety protection for California's VDT workers."

Among the hazards associated with VDT's are strains of the muscle and nervous system, eye fatigue and stress and, possibly, effects on the reproductive systems of VDT users. A University of Michigan study showed a slightly increased risk of adverse pregnancy outcomes for workers using VDT's for more than 20 hours a week, while there appeared to be no risk to workers using VDT's for less than 20 hours a week, reports California's VDT Coalition, a union group which works on behalf of VDT workers.

### International study of VDT's

Research on the issue of possible birth defects is far from conclusive, but one U.S. union group told a recent international conference that "there is controversy surrounding the interpretation of these studies. We are therefore far from establishing that VDT's cause birth abnormalities. But the increasingly strong possibility that this may be the case makes it essential to provide adequate protection immediately."

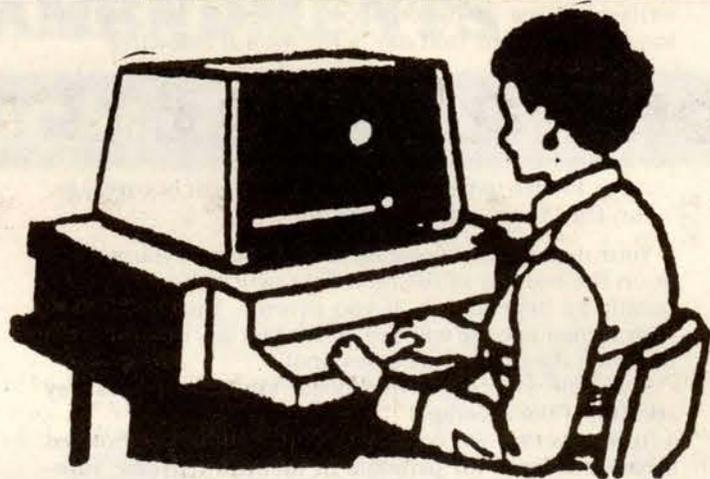
Studies of the impact of VDT's are much more developed in foreign countries like Sweden and Australia. Swedish researchers are not yet willing to call work on VDT's "completely safe or not." Australian research notes that the repetitive motion required by VDT work was

associated with a high incidence of tendonitis or carpal tunnel syndrome (a severe wrist injury).

The number of unanswered questions about VDT work only emphasizes the need for groups such as the one Cal/OSHA agreed to establish.

The union coalition which backed the Cal/OSHA study expressed its hope that the move by Cal/OSHA would mean "progress toward protecting California's workers," John Engwall, president of the Communications Workers of America Local 11576 said at the time of the decision. "We will continue to work with Cal/OSHA to insure a thorough and speedy review of this important matter."

Unfortunately, research by this Committee will now have to be limited to the public sector. The elimination of Cal/OSHA protection for the California private sector also meant that the Ad-Hoc Committee could only make recommendations for public sector workers.



### Indoor air pollution

A second health concern for California workers is "Indoor Air Pollution." As more and more of America's work goes on inside offices, many with no open windows, unions have become aware of the importance to those workers of proper building ventilation.

In 1982, IBEW Local 1245 began a four-year battle with the State of California to establish a standard for the proper maintenance and operation of building ventilation systems. Finally, in mid-1986, Cal/OSHA agreed to the standard. Had it remained in effect, the standard would have required all buildings which have a heating, ventilation and air conditioning system to "provide at least the quantity of outdoor air required by the State Building Standard Codes."

The new standard also required regular inspection and maintenance of a building's ventilation system. The records of this process

were to be available in writing to Cal/OSHA, any employee in the building or to union representatives.

The Governor eliminated this standard overnight when he cut funding to Cal/OSHA.

Unless Cal/OSHA is restored in the November election, or by a decision of the Deukmejian-dominated state Supreme Court, California workers will have to go to Washington D.C. and petition the Federal Government for protection of this state's workers.

*Further information about the effects of VDT's in the workplace can be obtained from the VDT Coalition, headquartered at the Labor Occupational Health Program, U.C. Berkeley. Call Laura Stock at 642-5507. The Coalition publishes a useful newsletter called "Video Views."*

## Health and safety update

By Assistant Business Manager Ron Fitzsimmons

### OSHA 200 Logs

February is the month that all employers are required to post OSHA 200 Logs. IBEW Local 1245 will be checking this year to make sure accidents that required employees to be temporarily placed in other jobs because of injury are reported on the Logs as lost-time accidents.

### PG&E Accident Reporting Requirement

Effective 1/1/88, 105.10 requires PG&E to report all serious injuries and fatalities to the Union. Arrangements have been made for PG&E's Workers' Compensation section to immediately report all fatalities, serious injuries and electrical contacts to the Union Headquarters in Walnut Creek. Also, the local area Safety, Health and Claims person will contact the area Business Representative.

### Outside Line

The new "Safety Manual" will

be ready to be distributed by mid-February.

### Electro-magnetic Fields (EMF)

On January 12, 1988, the Union met with PG&E to discuss a joint effort joining Electric Power Research Institute (EPRI) in a nationwide study of workers involved with EMFs. The proposed EMDEX 100 Group Project would be a year-long exposure assessment and proposed full-scale epidemiological study. The data would be transferred to a central database system for integration and analysis.

### High-voltage Electrical Safety Orders (HVESO)

On December 21, 1987, PG&E requested in writing an experimental variance to the HVESO to allow for training techniques on rubber gloving and barehanding for management personnel. On January 8, 1988, the Union sent a letter objecting to a variance in any form.

### Geysers

On December 3, 1987, the Union was notified that PG&E was eliminating the 24-hour ambulance and paramedics service effective midnight that day. The Company intended to use a Geysers Emergency Response Team (GERT) to replace the service. GERT would consist of management and bargaining unit personnel being given extra first aid training and vehicles to respond in all cases of emergency. Union has demanded that the ambulance service be returned, and is exploring the likelihood of increased liability of the GERT Team member.

### Chemonite Poles

PG&E's Department of Engineering Research is using the Union's test results in further scientific studies to determine actual resistance of poles based on different treatments. The Union is participating.

# California high court to hear Governor's argument against Cal/OSHA

From PAGE ONE

Henning said. The Labor-led Coalition to Restore Safety at Work now has close to 350,000 signatures in support of the ballot measure. By the April 22 deadline, the Coalition hopes to have over 800,000 signatures.

The Court's decision was the latest step in the now year-long battle between California Labor and the Governor. The first salvo came last February when the Governor, in a surprise announcement, said he would veto spending allocated to the state's Department of Industrial Relations for Cal/OSHA. The Department of Industrial Relations budget is approved each year by the California legislature.

In a lawsuit filed jointly by California Rural Legal Assistance and the California State Employees' Association (SEIU Local 1000, AFL-CIO), attorneys argued that the Governor violated the California Constitution when he targeted the Cal/OSHA appropriations inside the Department of Industrial Relations budget. The Third District Court of Appeal for California agreed and held that "although the governor can reduce the budget of the Department of Industrial Relations, [he] cannot eliminate that portion of the budget relating to the enforcement of Cal/OSHA."

## "Fiscal Strangulation"

The Appeals Court called the Governor's approach to the budget "novel" and said that his attempted "repeal of existing statutes by fiscal strangulation in the budget bill is an extraordinary and constitutionally suspect mode of procedure."

The Supreme Court will now decide whether or not the Governor overstepped his constitutional powers in vetoing the Cal/OSHA budget appropriation. The risk that the court decision could take an indefinite time and may go against Cal/OSHA were factors in the decision to proceed with the petition campaign.

## Campaign Gains Wide Support

Widespread political support for Cal/OSHA developed quickly as the impact of the Governor's move became clear. In addition to California labor, the November ballot initiative has been endorsed by leading California Democrats, the Sierra Club, the American Lung Association, the American Cancer Society, Los Angeles District Attorney Ira Reiner, representatives of the insurance industry (which could lose millions of dollars due to

increased worker injury rates under the weaker Fed/OSHA program) and a wide range of other public interest organizations.

Labor activists see the campaign as a means to demonstrate that California Labor can have an impact in the political arena. It will also allow the labor movement to spearhead an effort which is in the interest of all Californians and has broad backing. Not since the days of the civil rights movement has such an opportunity come labor's way.

The Democratic majority in the California assembly passed a measure at the end of January which notified the U.S. Department of Labor of the legislature's desire to keep Cal/OSHA. The measure was backed by all 43 of the Assembly's Democrats and opposed by 26 of the body's 36 Republicans. Ten remaining Republicans abstained from the

vote. The measure will now be considered by the State Senate.

## Local 1245 Effort Underway

A recent meeting of the IBEW Local 1245 Safety Committee set a goal of 50,000 signatures from this Local for the general campaign effort. The Safety Committee is working closely with the Union staff to organize petition circulation. Organizing packets which include the official green petitions, voter registration cards, Cal/OSHA fact sheets and instructions for the petitions are available from IBEW Local 1245 Business Representatives or from the Walnut Creek headquarters of the Local Union.

In addition to efforts within the Local Union, Local 1245 members are encouraged to participate in signature gathering days sponsored by the Central Labor Councils

around the state. Bob Martin, a member of the Safety Committee, recently helped out the Contra Costa County Central Labor Council on a day-long campaign blitz. He reports that seventy-five union members volunteered, including representatives from the IBEW, the Machinists Union and the Oil, Chemical and Atomic Workers.

The Contra Costa Labor Council will sponsor another day of signature gathering on Saturday, March 12. IBEW Local 1245 members and their family members are encouraged to help out. Volunteers should report to the IBEW Local 302 Union Hall, 530 Contra Costa Boulevard, in Pleasant Hill, at either 9 a.m. or 1 p.m. A listing of events sponsored by other Bay Area labor councils is printed in this month's *Utility Reporter*.

## Cal/OSHA campaign days with Bay Area Labor Councils

### I. San Mateo Central Labor Council

March 5 and 6 (Saturday and Sunday)

Assemble at 11 a.m. for a briefing (coffee and donuts provided); at the offices of the Labor Council, 300-8th Avenue (corner of B Street), San Mateo; gather signatures until 2:30 p.m. and reassemble for lunch at the Labor Council. For further information, phone (415) 340-0418

### II. Santa Clara Central Labor Council

February 20 and 21 (Saturday and Sunday)

March 12 and 13 (Saturday and Sunday)

Assemble at the offices of the Council, 2102 Almaden Road, Room 102, San Jose, 9:30 a.m. on Saturday — 10:30 a.m. on Sunday; campaign day to last four hours. Phone: (408) 266-3790

### III. San Francisco Central Labor Council

February 27; March 12; March 26; and April 9 (All Saturdays)

Assemble at ILGWU/TWU Union Hall, 660 Howard Street, at 9 a.m.; gather signatures until 3 p.m. Bring friends and family. Phone: (415) 543-2699

### IV. Alameda Central Labor Council

February 18-21

Assemble for training at 11 a.m.; gather signatures for any period of time from 12 to 7:30 p.m. Phone: Owen Marron, (415) 632-4242 ILWU Hall, 99 Hegenberger Road, Oakland

### V. Contra Costa Central Labor Council

March 12 (Saturday)

Assemble at IBEW Local 302 Hall, 530 Contra Costa Boulevard, in Pleasant Hill, at either 9 a.m. or 1 p.m. for a four-hour shift. Phone: (415) 228-0161

# Win \$1,000 — \$2,000; apply now! Deadlines March and April

## 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 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 1988. A copy of your diploma or a letter from your high school stating that you will graduate in 1988 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 **March 7, 1988**.

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 1988 AL SANDOVAL MEMORIAL COMPETITIVE SCHOLARSHIP ESSAY IS "HOW TO IMPROVE LABOR'S IMAGE IN THE EDUCATION SYSTEM AND PROMOTE A POSITIVE OUTLOOK CONCERNING LABOR."**

The following two questions are to be answered in the essay:

1. What have you seen and learned about labor during your school years?
2. What do you think should have been taught?

### APPLICATION FOR THE AL SANDOVAL MEMORIAL COMPETITIVE SCHOLARSHIP Sponsored by

**LOCAL UNION 1245  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**  
P.O. Box 4790 Telephone  
Walnut Creek, CA 94596 (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 \_\_\_\_\_  
(Street) (City)

(State) (Zip) PHONE ( ) \_\_\_\_\_

NAME OF PARENT \_\_\_\_\_

COMPANY \_\_\_\_\_

WORK LOCATION \_\_\_\_\_

I GRADUATED OR WILL GRADUATE FROM \_\_\_\_\_

HIGH SCHOOL IN \_\_\_\_\_

WHICH IS LOCATED AT \_\_\_\_\_

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 \_\_\_\_\_, 1988.

(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 \_\_\_\_\_, 1988.

(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 1988. A copy of your diploma or a letter from your high school stating that you will graduate in 1988 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 are 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 be postmarked no later than **April 4, 1988**.

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 \_\_\_\_\_, 1988.

Signature of Member/Parent \_\_\_\_\_ Union Card No. \_\_\_\_\_

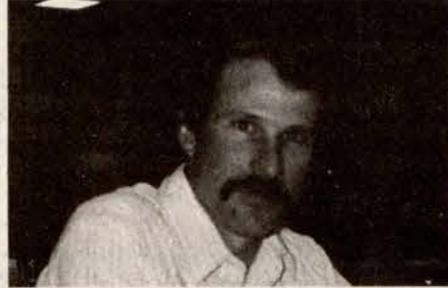
This is to certify that the above named Candidate is currently enrolled as a student at \_\_\_\_\_ and has or will be graduating in \_\_\_\_\_, 1988.

Official's Signature and Position

# Shop Stewards

## Nevada Area

**IBEW Local 1245 Nevada area Shop Stewards recently participated in a successful day-long Stewards Training in Reno.**



Sierra Pacific Power Co., Bruce Balaam.



Assistant Business Manager Orv Owen discussed bargaining issues.



SPPC, Kurt Vanderbunt, West Pac, Louis Johnson, SPPC, Chuck Farlow.



L-R, SPPC, Reno, Kathy Tindall, Northern Area Executive Board member, and Keith Smith, SPPC.



TCI Cable TV, Reno, Craig Miraglia.



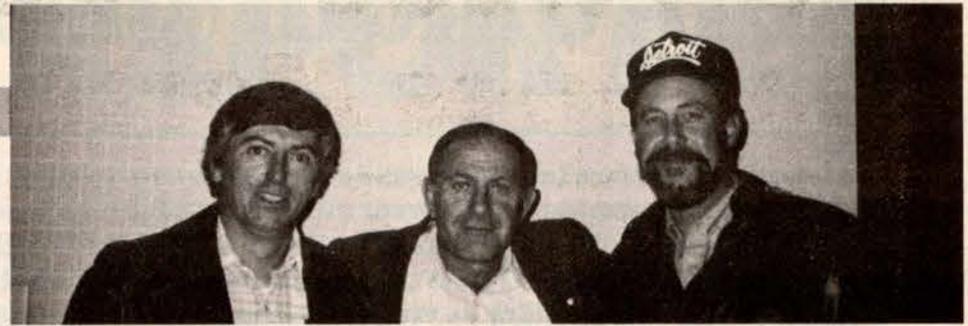
CP National, Elko, Dora Carone, Cheri Roberson.



SPPC, Frank Davis.



SPPC, So. Lake Tahoe, David Fruhwirth, SPPC, Mike Grimm, Plumas Sierra REA, J.D. Schriver.



L-R, SPPC, Reno, Dan Keefe, Business Representative John Stralla, SPPC, Reno, Doug Hansen.



L-R, CP National, Elko, Sonda Reynolds, and Janet Petersen; SPPC, Reno, Cari Leider, Betty Newberry.



SPPC, Carson, Scott Downs, SPPC, Minden, Jim Pursel, SPPC, Reno, Chuck Farlow, SPPC Carson, S.E. Kelley.



SPPC, Reno, Robert Perkins, Tom Davis, William Creveling, Scott Knight.



SPPC, Tonopah, Richard Tisue, SPPCC, Reno, Jay Killgore, Advisory Council member, and SPPC, Reno, Don Moler.



SPPC, Ken Lutzow, Jack Pardick, Linda Pickrell, Darrell Fischer.

# Retirement planning seminars

**Y**our Local Union has again made arrangements to offer Retirement Planning Seminars to our members and their spouses. These seminars will cover all aspects of pre-retirement preparations, including financial and tax planning which will be explained by financial advisors employed by the Merrill Lynch Investment Group.

It is our goal to kick-off your retirement education and planning. Our intent is to increase your awareness of the options you must consider as you begin the process of preparing for retirement, so that you may get the necessary information before you have to make decisions.

Your Local Union has set up these seminars in order to have them available to members throughout our service area. The seminars will be presented in sixteen cities during the months of April and May. The seminars will last about 2½ hours with time reserved for question and answer sessions. Free literature based upon this seminar will be distributed for your review and reference, and refreshments will be served during a 15-minute intermission.

The seminar will be presented in two parts. One part will deal with your Company Retirement Plan and the various options and entitlements you should be aware of as follows:

- When to Retire
- Annual Income, Expense and Asset Statements
- Basic Pension Formula
- Early Retirement Reductions
- Retirement Plan Contributions
- How to Compute Your Pension
- The Joint and Survivor Pension Decision
- Medical Benefits
- Future Pension Adjustments
- Life Insurance Benefits
- The Importance of Wills
- Retirees' Club Benefits

**T**he Retirement Plan presentation will be given by Manny Mederos, Assistant Business Manager and Spokesperson of all General and Benefit Negotiating Committees since 1980, and Jerry Cepernich, five-time member of General and Benefit Negotiating Committees and author of the Union's Retirement Planning Guide.

The second part of the seminar will be presented by a select team of Merrill Lynch financial advisors who are committed to giving Local 1245 I.B.E.W. members the best advice possible in planning for retirement. The following subjects will be fully discussed:

- What is a Lump Sum Distribution?
- Effects of the Tax Reform Act of 1986
- Special 10-Year and 5-Year Averaging Methods
- Investment Strategy Before or After Retirement
- Rollover of Savings Fund Plan Assets into an IRA
- Rollover Deadlines and Partial Rollovers
- Rollover Distributions at Age 59½ and 70½
- IRA Assets Upon Your Death
- IRA Investments, CD's, Money Market and Mutual Funds, etc.
- Asset Management and Estate Planning

**A**fter attending the presentation you may arrange an individual conference with a Merrill Lynch retirement specialist to analyze your particular situation. The seminars and conferences are free of charge and involve no obligation, but you should investigate before you invest, get a second opinion, consider their advice and then make the soundest decision possible.

The Merrill Lynch presentation will be given by Robert Gallo, Tax Coordinator — Northwest Region, Dave Brantley, Director of Investments, Darlene Harper, Associate Producer, and Judy Swanson, Assistant to Robert Gallo and Dave Brantley, all of whom have agreed to discount their services to Local Union 1245 members.

If you are at least 45 years old or older, we will mail a reservation form to you for the seminar which will be held in your area. Please return it promptly to enable us to reserve an adequate conference room. Remember, you *must* have a reservation so that we can properly plan for seating, refreshments and written information.

The seminars will be held at the cities listed below. Your reservation form will indicate the time and location.

Location	Date	Time
San Francisco	Tuesday, April 5, 1988	7:30 p.m.
San Mateo	Wednesday, April 6, 1988	7:30 p.m.
San Jose	Thursday, April 7, 1988	7:30 p.m.
Redding	Saturday, April 9, 1988	9:30 a.m.
Ukiah	Wednesday, April 20, 1988	7:30 p.m.
Santa Rosa	Thursday, April 21, 1988	7:30 p.m.
Chico	Saturday, April 23, 1988	9:30 a.m.
Yuba City	Saturday, April 23, 1988	2:30 p.m.
Stockton	Tuesday, May 3, 1988	7:30 p.m.
Sacramento	Wednesday, May 4, 1988	7:30 p.m.
Walnut Creek	Tuesday, May 10, 1988	7:30 p.m.
Oakland	Wednesday, May 11, 1988	7:30 p.m.
Bakersfield	Saturday, May 14, 1988	9:30 a.m.
Fresno	Saturday, May 14, 1988	2:30 p.m.
Monterey	Thursday, May 19, 1988	7:30 p.m.
San Luis Obispo	Saturday, May 21, 1988	9:30 a.m.

Please remember that you and your spouse are both welcome to attend. We are committed to providing whatever is necessary to help you plan for a successful retirement. We look forward to seeing you at the seminars.