

1245

International Brotherhood
Of Electrical Workers
Local 1245, AFL-CIO
June 1993
Vol. XLII No. 6

UTILITY REPORTER

Insert for PG&E members:
1993 Tentative Agreement

Members to vote in mail ballot

PG&E settlement provides wage hikes, VRI

Local 1245 and Pacific Gas & Electric Co. reached tentative agreement last month on a new four-year contract that contains significant job security protections, provides general wage increases, extends the moratorium on layoffs, and preserves current medical benefits.

A key element in the proposed settlement provides Voluntary Retirement Incentives (VRI) to cushion the bargaining unit against the impact of projected workforce reductions. The VRI will apply to bargaining unit members in targeted jobs and departments who are at least 50 years old and have at least 15 years of credited service. Those choosing

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UNION BARGAINING COMMITTEE

The Local 1245 bargaining committee for 1993 negotiations with PG&E. Standing, from left: Business Manager Jack McNally, Robert Olsen, Dan Robertson, Al Calleros, Pat Gates, Senior Assistant Business Manager Darrel Mitchell, Mike Brocchini, Nagaraja (Dada) Rao, Business Rep. Bob Martin, Assistant Business Manager Roger Stalcup, Jeff Knisley. Seated, from left: Donna Ambeau, Assistant Business Manager Dorothy Fortier, Debbie Mazzanti, Chris Habecker, Benefits Director Wendy Bothell. Not pictured: President Howard Stiefer.

Unionists tackle politics at legislative conference

Members of Local 1245 joined 500 other trade unionists in lobbying state legislators in Sacramento last month during the annual AFL-CIO Joint Legislative Conference.

The conference served to remind union members that decisions made in the California Assembly and Senate have a direct impact on workers' living standards. Key issues currently before the Legislature include Workers' Compensation reform, the state budget, and prevailing wage laws.

Democratic majorities in the California Assembly and Senate currently protect working people against some of the anti-labor initiatives of

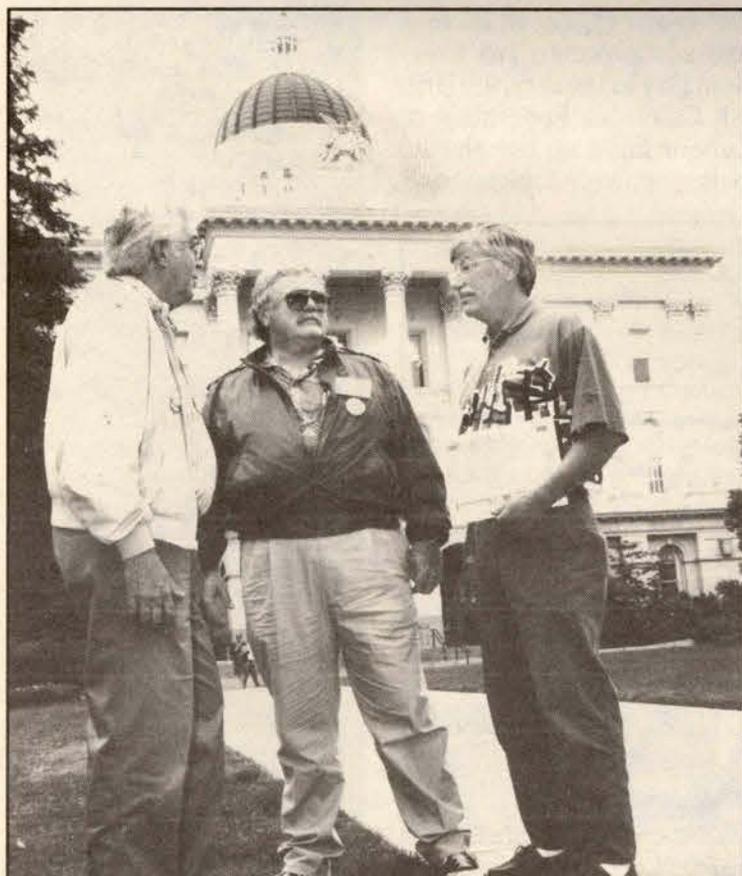
Republican Gov. Pete Wilson. But Assembly Speaker Willie Brown, Jr. warned delegates that anti-labor forces in Sacramento "want to reduce your status and your standard of living."

"The legislative majority you have elected in both houses is all that stands in the way of disintegration" of labor's interests, said Senate President Pro Tem David Roberti.

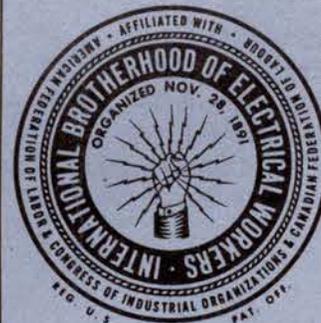
Representing Local 1245 at the conference were Business Manager Jack McNally, Executive Board members Jim McCauley, Ron Blakemore and Mike Davis, Communications Director Eric Wolfe, and retired members Louis Rangel and Don Hardie.

Gov. Pete Wilson received

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Executive Board members (from left) Mike Davis, Ron Blakemore, and Jim McCauley prepare to lobby at the state capitol in Sacramento as part of last month's AFL-CIO Legislative Conference. (Photo: Eric Wolfe)



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CALENDAR

June 12
Nevada Stewards Conference and Nevada Pin Dinner Reno

June 16
Mt. Wheeler Pin Dinner Ely, Nev.

June 19
San Jose/DeAnza/Coast Pin Dinner San Jose

June 26
Kern Division & PLO Stewards Conference Tehachapi, Ca.

June 26
Humboldt Stewards Conference Eureka

July 17
Coast Valleys/Moss Landing Stewards Conference Location TBA

July 24
Fresno/Yosemite Stewards Conference Fresno



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Workers here and abroad

Rolling the union on...

My Sandbox: Labor Notes offers this Quote of the Month, from Gerald Wiegert, CEO of Vector Aeromotive Corp., in which Wiegert explains why he barricaded himself inside the company's Los Angeles plant after a vote by the board of directors to fire him: "I built this sandbox and all the toys in it. Somebody's trying to take all that away from me and I'm [mad] about it."

EMF Bill: A bill in the California Assembly (AB 1543) would change the Labor Code to prohibit Cal-OSH Standards Board from granting variances to established work procedures if a change might subject workers to higher levels of, or longer periods of exposure to, electric and magnetic fields. The

prohibition would last until Jan. 1, 1996.

Welcome to Deregulation: USAir has admitted that some of its supervisors have falsified maintenance records, certifying repairs that were never performed. The airline says these were isolated incidents that did not affect safety. But a Machinists official said, "The manpower has slowly eroded to the extent that we can't accomplish our assigned tasks in the required timeframe."

What Me Worry?: America's top corporate bosses received an average 56% boost in compensation last year, while wages for workers continued to stagnate. The average CEO of a blue chip corporation took in \$3.8 million in salary, bonuses and stock options in 1992, according to Business Week magazine.

And for the Little Guy: Legislation proposed by Senator Paul Wellstone (D-Minn.) would raise the minimum wage to \$6.75 by 1996.

Your Backyard: A survey of the 50 corporations that emit the most toxic chemicals has found that they dump very little of it—less than half of one percent—in the communities where their chief executive officers live, Labor Notes reported.



End of the Line: The Amalgamated Transit Union reached a tentative agreement with Greyhound Lines Inc., ending a three-year strike and providing \$22 million in back wages to union workers. Under the proposal, some 550 workers will be recalled by July.

Unionists Targeted: Death squads and government security forces killed 260 trade unionists worldwide in 1992, according to the International Confederation of Free Trade Unions. Over 2,500 labor activists were arrested or imprisoned, while another 40,000 workers, including many in the United States, lost their jobs for engaging in organizing activities.

Oink Oink: In its first annual Corporate Tax Freedom Day in January, the British Columbia Federation of Labour lined up ten plastic, battery-powered pigs, each

representing a profitable corporation. The Canadian Association of Labour Media reported that the pigs "raced to the federal tax trough to see who could pay the least. They all won, and we all lost." Over 90,000 profitable Canadian corporations pay no federal tax.

Not So Tasty: People advocating the North American Free Trade Agreement are "trying to make chicken salad out of chicken manure," according to Jim Hightower. "People can sniff this out," said Hightower, noting that NAFTA would benefit investors and bankers, but few others, and would accelerate the movement of jobs to Mexico, including high-skilled positions.

John Hancock

Former PG&E worker and Local 1245 member John Hancock was fatally injured by electrical contact on June 1 while performing live line work in Michigan. Brother Hancock was completing his lineman apprenticeship at Kant Electric in Grand Rapids as a result of ENCON layoffs. Brother Hancock was 21 years old.



UNION TREE TRIMMERS AT ASPLUNDH

New Local 1245 tree trimmers working for Asplundh Tree in PG&E's Sierra Division are (standing, from left): William Dwyer, Jeff Palm, Stephen Amio, Mike Davis, Jeremy Simons, and Joe Volpi; (kneeling, from left) Lonnie Dunn and Tim Elder.

APPOINTMENTS

CHOWCHILLA WATER DISTRICT

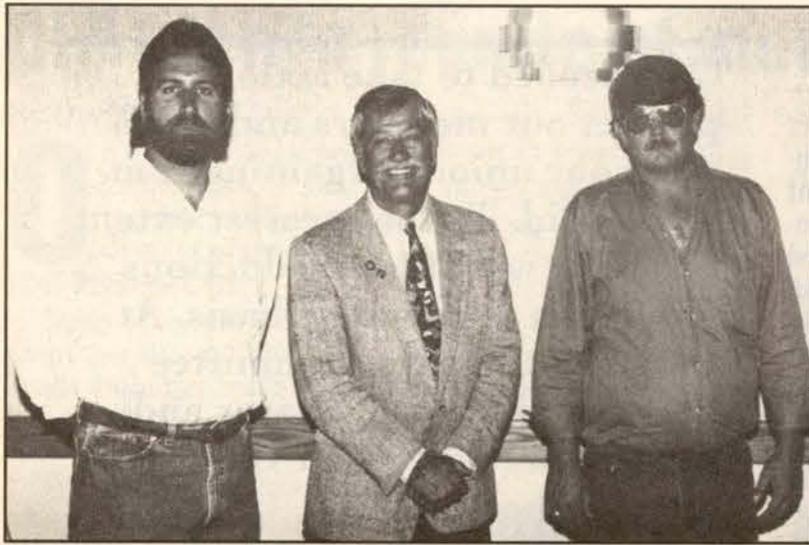
Chowchilla Water District Negotiating Committee
Thomas Skelton
Nestor Garcia

CONFERENCES AND CONVENTIONS

1993 IBEW Telecommunications Conference
Christine Niemiec
Perry Zimmerman

California State Association of Electrical Workers
Art Murray
Bobby Blair
John Stralla

IBEW Membership/Dues Accounting System Training
Bob Martin



NEW ADDITIONS
New Advisory Council members Mike Brocchini (left) and Rick Campbell (right) were sworn in by Local 1245 Vice President Jim McCauley at the May meeting of the Advisory Council. Brocchini will serve as the San Joaquin representative. Campbell will represent tree trimmers. (Photo: Landis Marttila)

Al Sandoval Scholarship winner

Is there a 'new' Democratic party?

The winner of the 1992 Al Sandoval Memorial Competitive Scholarship is Chris Ketchum, son of Howard Ketchum, a Local 1245 member employed by Sonic Cable TV in San Luis Obispo, Ca. Ketchum will receive scholarship assistance in the amount of \$500 per year for four years of undergraduate study. The theme for this year's scholarship competition was: "Based on the results of the recent election, is there a 'new' Democratic party?"

By Chris Ketchum

When Bill Clinton took the oath of office Jan. 20, 1993, he not only marked a change in the presidency, he also sent a surge of new energy through the old and brittle bones of a weary Democratic party. With Bill Clinton now occupying America's highest political position, the 12-year Democratic drought has ended, the White House is now back in the hands of the Democratic party. Unlike past Democratic hopefuls Mondale and Dukakis, Clinton portrayed a more youthful ambition that captured the hearts of the American public, much similar to that of his political hero John F. Kennedy. Clinton has also managed to do what JFK did in 1961, and that is to revitalize the Democratic party. With the Democrats once again in control of both Congress and the White House

Unlike past Democratic hopefuls Dukakis and Mondale, Clinton portrayed a more youthful ambition that captured the hearts of the American public, much similar to that of his political hero John F. Kennedy.

the question still remains, is there a new Democratic party? To answer this question we must first examine both Congress and the new President.

The past four years have not been kind to Congress, and being in that it is controlled by Democrats, they ultimately get a majority of the blame. Congress has been befuddled by a wave of scandals, the Clarence Thomas hearings, and four years of gridlock. The American people have lost trust and respect for the ineffective Congress, thus causing loss of trust and respect for the Democratic party. The main cause of the Democratic downfall has been their lack of unity and structure. When Bill Clinton and Al Gore shook hands and were placed on the ballot, they united the entire Democratic party. The party appeared to find the organization and structure that previously belonged to the prosperous Republican party. This newfound unity has contributed to the new image of a united Democratic party eager to get to work on America's problems.

The main person responsible for the resurgence of the Democratic party is the new President, Bill Clinton.

Clinton, the first "baby-boom" president, has given a sort of youthful freshness to a previously stale Democratic party. Clinton has tried to reach out to all of America during his campaign by appearing on MTV and taking his now famous bus tour. He portrayed an image of a down-to-earth, tireless man ready to do what it takes to get the country back on its feet again. Since Clinton's election he's made himself available to the American public through "town meetings" and a presidential address. Clinton may not change only the Democratic party, with his new down-to-earth style of politics he might just change Washington. This image spread throughout the Democratic party and united them behind their new party leader, President Bill Clinton.

With Bill Clinton in the White House and the Democrats new-found organization, it would be hard to argue that something hasn't changed. This change can be seen throughout the nation. A quiet confidence in the President and in the Democratic party, a new Democratic party led by a progressive young president and an organized and unified Democratic party.

PG&E settlement will benefit membership

Jack McNally, IBEW 1245 Business Manager

This issue of the Utility Reporter contains the results of negotiations with PG&E, to be effective for the most part on Jan. 1, 1993.

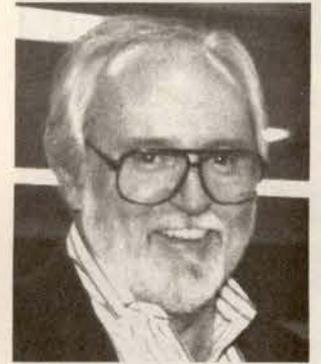
Provision of the Targeted Voluntary Retirement Incentive (VRI) and Severance Plan will be effective toward the end of this year depending on the ratification time table and enrollment periods.

Your Negotiating Committee focused on the job security issues in this earlier-than-normal round of general negotiations with PG&E. The priority on job security and the decision to go into early bargaining were based on the Company's stated intent to downsize the bargaining unit by up to 2000 people by the end of this year.

There are important provisions of this new tentative agreement which will provide benefits to our members.

First, the moratorium on layoffs until June 1st has been extended, removing the concern that layoffs would begin immediately. Under the tentative settlement there will be no layoffs until the conclusion of the VRI enrollment period. Participation in VRI by those eligible will greatly impact the depth of demotions and layoffs. The more who opt for VRI, the better off our membership as a whole will be.

Second, the Severance Plan will provide some option for employees who may want to leave PG&E voluntarily.



More importantly however, is that if employees are laid off any time during the 4-year term of the agreement, they would be entitled to the Severance Plan benefits.

Third, the agreement extends the 12-month re-hire period to 30 months and enhances re-employment rights to vacant jobs.

Fourth, in the rapidly changing utility industry, the term of four years provides an added measure of security with respect to the provisions of the labor agreement as well as the continuation of benefits.

The proposed wage increases, the addition of Martin Luther King Jr.'s birthday as a paid holiday, and other improvements helps us to keep pace with the rest of the industry. In addition, we were able to improve the benefit of the current retirees and employees who are on LTD.

While the parties to collective bargaining never totally achieve what they desire, your committee, under the circumstances, feels major gains were accomplished and the offer is worthy of the membership's consideration.

Jury rejects claim that EMF caused child's cancer

A San Diego jury rejected the claims by a couple who contended that their young daughter's rare form of cancer was caused by electric and magnetic fields (EMF) from powerlines near their former home.

It was the first US case in which a public utility faced a charge of negligence in connection with EMF, according to attorneys for San Diego Gas & Electric Co.

The jury was not asked to determine whether powerlines had caused the child's cancer, only whether SDG&E had been negligent in failing to warn Ted Zuidema and his wife Michele about possible EMF dangers connected with powerlines.

The Zuidema's attorneys presented evidence showing that a SDG&E scientist concluded in a 1986 report that serious consideration should be given to the utility conducting an exhaustive analysis of the dangers of EMF and possibly warning its customers.

The Zuidemas' former home sits beneath six high-voltage power lines and six electrical distribution lines with a load of about 230,000 volts. A step-down transformer was 12 feet above their roof.

The child's first operation for Wilm's tumor, an extraordinarily rare form of cancer, was in 1989. A year later, seven tumors the size of golf balls were removed from her kidneys.

A joint Local 1245/PG&E committee on EMF is monitoring ongoing studies concerning the possible health effects of EMF exposure.

PG&E agreement

From PAGE ONE

this option will be credited with three additional years of service for purposes of computing their retirement benefit. They will not be subject to any early retirement penalties.

The tentative agreement also provides Voluntary Severance incentives to targeted employees in Physical and Clerical classifications.

The agreement will be submitted to the union membership for ratification by mail ballot. Ballots will be mailed to members on June 21 and must be received back at the union hall by 10:00 a.m. on July 19.

The full text of the proposed settlement appears as a Special Supplement, for PG&E employees only, in this issue of the Utility Reporter.

Early Bargaining

The agreement, reached

on May 18, was the product of seven weeks of bargaining. Although the current contract does not expire until Dec. 31, the union agreed to conduct early bargaining with the company in order to negotiate protections for members who might face layoff before the end of the year.

The company set the stage for the early bargaining in February when it announced it would have to eliminate 3,000 positions by the end of 1995, including about 500 bargaining unit positions in 1993. In March, however, the company announced entirely different projections, claiming that it now needed to eliminate 2,000 bargaining unit positions immediately.

The union requested—and the company granted—a moratorium on layoffs during bargaining. The tentative agreement extends that moratorium for several months—until the end of the

Unionists tackle politics

From PAGE ONE

a lukewarm reception from the delegates. Union members were openly skeptical of Wilson's formula for job creation: major cuts in the premiums employers pay for Workers's Compensation insurance, less regulation of business, and curbs on lawsuits.

Some delegates sported buttons proclaiming "No Re-Pete", a reference to Wilson's anticipated bid for re-election next year.

Warnings on NAFTA

The North American Free Trade Agreement came under heavy criticism throughout the conference.

Insurance Commissioner John Garamendi warned that NAFTA threatened the state with social and economic chaos.

Craig Merrilees, director of the Fair Trade Coalition, said the tide is shifting against the trade agreement as negotiated by ex-President George Bush. However, corporations that stand to profit from the drain of jobs to Mexico are mounting a fran-

tic public relations campaign to save NAFTA.

Merrilees informed delegates of several new revelations concerning NAFTA:

- Admissions by economists upon whom Bush relied that predictions of job gains in the US are based upon assumptions that clearly are false.

- Southern California Edison's new prediction that NAFTA will cause grievous deterioration in the state's economy.

- Warnings that spread of US-style agribusiness operations to Mexico will force an estimated 800,000 subsistence farm families off their lands and set them on the road north toward illegal immigration to the United States.

Merrilees said key environmental organizations, including Greenpeace and the Sierra Club, can be among labor's strongest and most effective allies in the fight to halt NAFTA.

(The California AFL-CIO News contributed to this report).

"We needed to take action to protect our members and that's what our union bargaining committee did. To the greatest extent possible, workforce reductions will be on a voluntary basis. At the same time, the committee negotiated wage increases and preserved benefits for the rest of our membership."

Business Manager Jack McNally

VRI enrollment period later this year.

"We needed to take action to protect our members and that's what our union bargaining committee did," said Local 1245 Business Manager Jack McNally. "To the greatest extent possible, workforce reductions will be on a voluntary basis. At the same time, the committee negotiated wage increases and preserved benefits for the rest of our membership.

"This has been a very difficult environment under which to negotiate, but the committee stuck with it and hammered out an agreement," McNally said.

The union bargaining committee is recommending that the membership approve the agreement.

Wage Increases

The four-year agreement provides wage increases of 3% on Jan. 1, 1994, 3.25% on Jan. 1, 1995, and 3.25% on Jan. 1, 1996, with a wage opener for 1997.

Eligible employees opting for the Voluntary Severance incentive will receive four weeks pay plus one week of pay for each year of service, plus a lump sum payment of \$4,500. In some cases, employees taking this option will be eligible for rehire.

The severance incentive applies for the entire term of the agreement—through the end of 1997.

The agreement strengthens re-employment rights. Employees who are laid off will retain full seniority rights if they are rehired within 30 months. Under the expiring

agreement, these rehire rights applied only to employees who had been on layoff for 12 months or less.

The re-employment provision restricts the company from laying off in one department while hiring off the street in another department.

Other Improvements

The proposed settlement makes numerous other improvements in the contract, including:

- *Expands availability of mail prescription program to all medical plans.

- *Makes Martin Luther King Jr. birthday a paid holiday.

- *Improves the moving allowance for division physical and clerical employees.

- *Provides union access to company electronic bulletin board.

- *Improves 401(k) and non-401(k) contributions.

Individuals on retirement or Long-Term Disability in some cases will receive an increase in their benefit level.

Existing medical benefits for retirees will be continued under the new agreement. However, the dollar amount paid by the company toward retiree medical premiums will be capped in the year 2000, with the provision that the company agrees to bargain over this issue in future General Bargaining.

Members at PG&E who want more information on these and other provisions of the proposed settlement should consult the full text in the Special Supplement in this issue of the Utility Reporter.

Workers sit in at NLRB office in San Francisco

Unions launch campaign for labor law reform

Several hundred raucous union members demonstrated in front of the National Labor Relations Board headquarters in San Francisco May 27 to demand reform of the nation's labor laws.

Similar demonstrations were held the same day in about two dozen cities around the country, signaling the birth of a significant new movement.

Twenty-one of the San Francisco demonstrators were arrested after they took their protest inside to the fourth-floor offices of the NLRB at Fifth and Market streets. As NLRB Regional Director Robert Miller looked on, the union members sat on the reception area floor and told horror stories about workers who were fired or punished for their organizing activities.

Hotel and Restaurant Employees representatives told Miller that their members had to wait four years for the NLRB to take action against the union-busting activities of Parc 55 Hotel in

San Francisco. Representatives of other unions detailed similar complaints.

Miller eventually told the union members to leave. When they refused, they were arrested by city police, handcuffed, and led away.

Over 300 demonstrators representing 32 unions continued picketing in front of police lines guarding the entrance to the building.

The San Francisco sit-in followed the lead of national activists who sat in at NLRB headquarters in Washington DC on May 5. That protest resulted in the arrest of Clothing and Textile Workers President Jack Sheinkman, the Rev. Jesse Jackson, and President Elmer Chatak of the AFL-CIO Industrial Union Department.

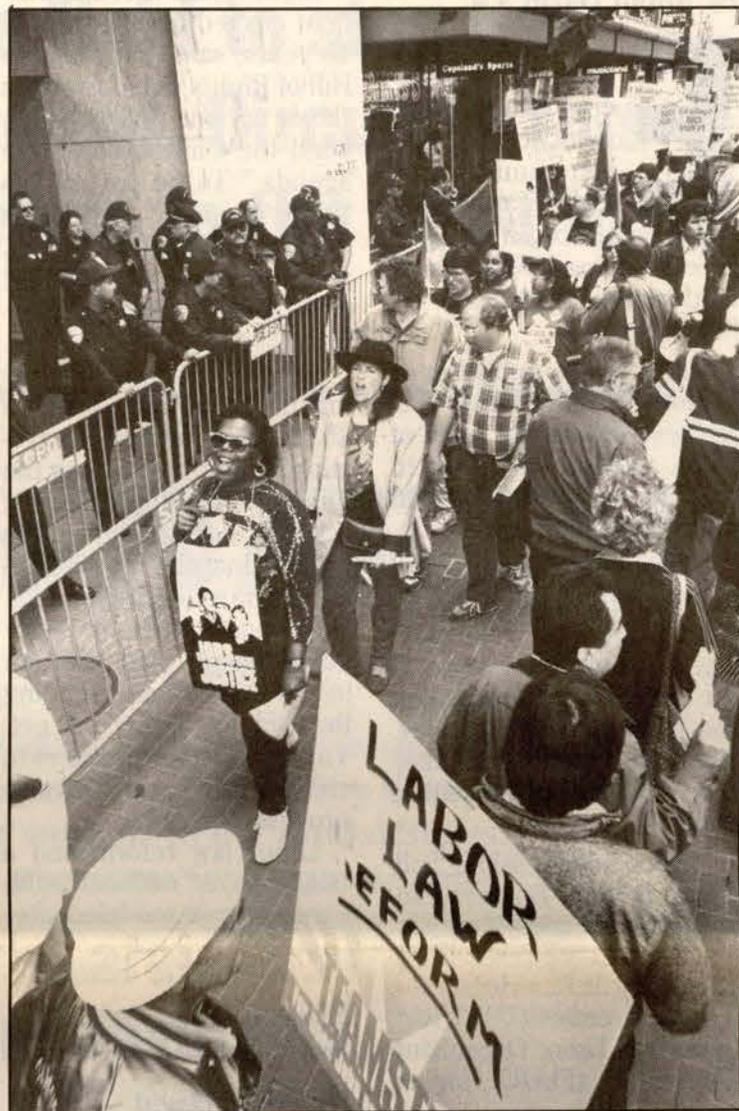
Two dozen striking Dia-

mond Walnut workers used the San Francisco protest to launch a 7,000-mile "Journey for Justice" to publicize the Diamond Walnut boycott. As their local Teamster union leader was being booked at San Francisco Hall of Justice, the strikers' bus pulled away toward the Bay Bridge with Teamsters International Vice President Diana Kilmury at the wheel.

The campaign for labor law reform centers on several key demands:

- Ending employer interference in union organizing.
- A simple card-check system for union recognition.
- Stiffer penalties for employer coercion.
- Arbitration of first contracts so that employers cannot endlessly delay coming to an agreement.

As NLRB Regional Director Robert Miller looked on, the union members sat on the reception area floor and told horror stories about workers who were fired or punished for their organizing activities.



Demonstrators outside NLRB building in San Francisco.

SIT IN

Union members sit in at NLRB headquarters in San Francisco. As NLRB officials look on, the demonstrators tell of the many injustices workers have endured simply for trying to organize unions. (Photos: Eric Wolfe)



Labor Notes conference

Unionists share strategies for 'Solidarity and Democracy'

By Robin David

Eleven hundred trade union officers, labor movement activists and community organizers gathered in Dearborn, Mich. in April for a "Solidarity and Democracy" conference sponsored by Labor Notes.

Labor Notes, publisher of a monthly newsletter, describes itself as the voice of union activists who want to "put the movement back in the labor movement."

Brothers and sisters from all over the US and abroad came together to discuss ways of confronting some of the biggest problems facing the labor movement today. Attending from Local 1245 were myself and Millie Phillips.

The opening session, "Solidarity Beyond Borders," focused on the many ways labor activists are responding to the North American Free Trade Agreement (NAFTA). The Farm Labor Organizing Committee (FLOC), for example, which organizes tomato pickers in Ohio, approached the National Farm Workers Union in Sinaloa, Mexico, according to FLOC director Baldemar Valazquez. They mounted a joint campaign against Campbell's, resulting in better contracts for both unions.

The United Electrical Workers (UE) and the Authentic Workers Front of Mexico plan to conduct joint organizing among electrical manufacturers in the free trade zone in Mexico. Women from *Majer a Mujer* told of their efforts to organize women, especially Latinas, in sweatshops on both sides of the border.

Workers Bill of Rights

US Representative Bernie Sanders (Independent-VT) set the tone for the conference in a keynote address that outlined his legislative program for the US Congress: the Workers Bill of Rights.

Sanders, the first independent elected to Congress in 40 years, said the Workers Bill of Rights puts forward a "labor agenda that goes beyond the Clinton corporate agenda." To be part of his "labor agenda," programs must be "ecologically sound, provide for a decent standard of living and create employment."

His program includes raising the minimum wage to \$5.50 per hour and job creation through rebuilding the nation's roads, bridges, schools, housing and mass transit, financed by a 50% reduction in military spending. He proposes a national policy guaranteeing paid vacation to all workers and extending the paid time off we now get. This would allow workers to enjoy what we earn and also provide more jobs.

Labor law reform and a "single-payer" national health care program modeled after

Canada's program are also part of Sander's legislative agenda for workers.

Political Action

Political action by labor was the focus of a session featuring Bob Wages, president of Oil, Chemical and Atomic Workers and Elaine Bernard, former chair of the New Democratic Party in the Canadian province of British Columbia.

Canada's third party, the New Democratic Party is based in Canada's labor unions. According to Wages, minority pressure from labor in the political arena was instrumental in getting a single-payer health plan that covers all Canadians.

The issue of a political party based in the labor movement was hotly discussed throughout the conference.

Solidarity & Diversity

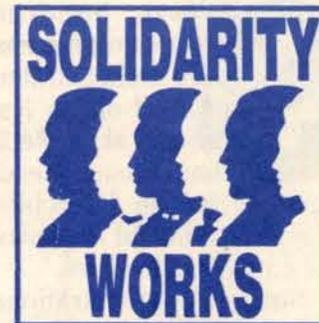
"Solidarity Out of Diver-

sity" was another important theme of the conference.

Angaza Laughinghouse, an organizer for the American Federation of State, County and Municipal Employees (AFSCME) and Black Workers for Justice, said that "we have to be clear that strength out of diversity means organizing the unorganized, organizing minority workers, organizing the poor, organizing women.... [T]he union movement must stand for more than just a good contract. It must represent all workers..."

Diana Kilmury, a vice president in the reformed Teamsters union, described the 15-year rank-and-file battle for union democracy that led to the victory last year of President Ron Carey's reform slate. The first-ever direct elections of international officers threw out the corrupt old leadership.

Kilmury described how



reformers were now dealing with what she called the "crap sandwich": the ranks and the democratically-elected International Executive Board controlling the top and bottom, but with the old Teamster leaders still sandwiched in between, controlling the middle layers of the union.

As they clean up their union they are able to fight for better contracts and conditions, Kilmury said.

(Robin David is a Mechanic/Rigger at PG&E's Hunters Point Power Plant).

'Bucking the Team'

Employee Involvement: whose team are you on?

By Robin David

Bucking the Team, a Labor Notes workshop on Employee Involvement programs, spoke right to the issues we are facing at PG&E today.

Through Employee Involvement, workers are supposedly being empowered to create "win-win" agreements with management by going outside of the union contract. Throughout the country,

workers are being told to be part of the team: utility workers from East Bay MUD and Con Ed in New York, Teamsters, Mailhandlers, railroad workers, and nurses at Chicago's Cook County Hospital, to name a few.

Bathrooms are being painted in the shops and plants across the land. At General Electric they are "delayering management." At Kellogg, members of Grain Miller's Local 3 found that "hourly workers" are being "empowered" to "handle paperwork, training and job assignments."

Wherever these Teams, Quality Circles or Excel programs had gone on the longest, people were the clearest: "teamwork" meant relying on the company instead of the union. Striving for quality and competitiveness really meant trying to improve our standard of living by backstabbing our co-workers rather than utilizing union solidarity and enforcement of the union contract.

Striving for quality and competitiveness really meant trying to improve our standard of living by backstabbing our co-workers rather than utilizing union solidarity and enforcement of the union contract.

Bargaining Unit Layoffs

A brother from the United Electrical Workers (UE) related that after management was "delayed" the bargaining unit layoffs began. As we traded information it became clear that "design teams" either designed you out of a job or increased your work load and job responsibilities.

A railroader from the Brotherhood of Maintenance of Way employees described their experience at Burlington Northern. After management rejected a proposal for the "Quality Process" to become part of the "Bargaining Process", union members saw this process

as a threat to their union and withdrew.

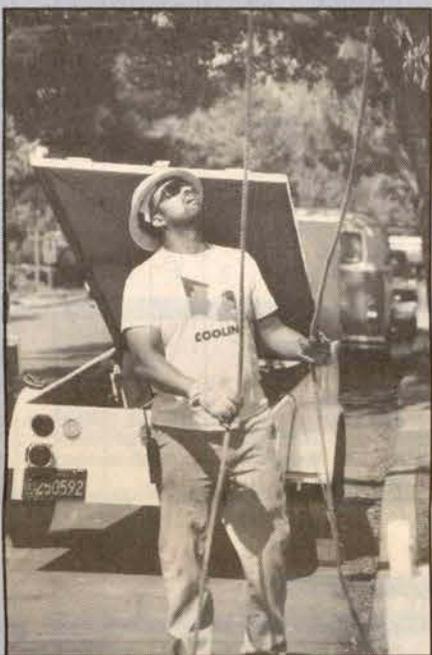
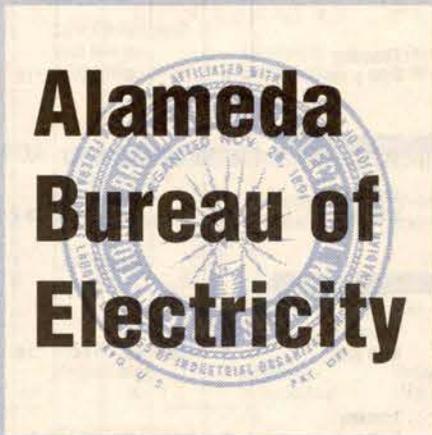
Teamsters at CF PEI, a trucking concern, proposed education and peer pressure to just end participation in their "Excel" program.

One union newsletter asked: "Who's Team Are You On?...The company is offering you a position on their TEAM. You already belong to a TEAM. It's called the UNION."

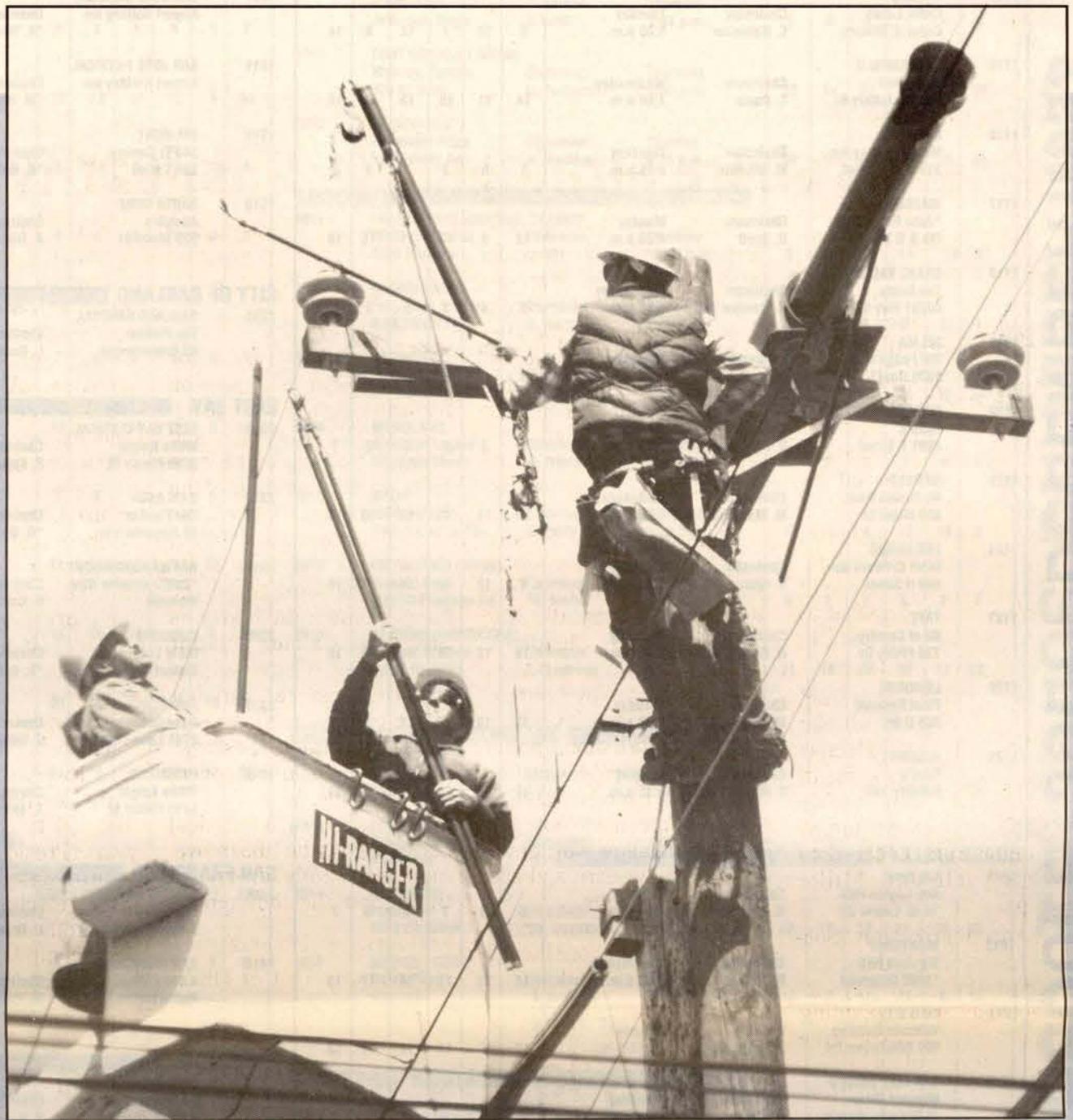
It was strongly suggested that union members participating in company-sponsored teams should meet among themselves first and work out their positions, just like management does.



"So long, partner!"



Groundman Lonnie Hasty



Untying an old 12 KV and lowering it onto a new arm during a job at Clinton and Union Streets in Alameda are, from left, linemen Frank Acala and Bill Tice, and apprentice Jim McRory. (Photos: Eric Wolfe)

Union workers keep pace with changes

Keeping pace with the changes is part of what makes Local 1245 members a valuable asset to the City of Alameda's Bureau of Electricity.

And linework has changed plenty in the 36 years since Larry Sanderson joined the IBEW.

"There's been changes in the way work is done, in the material—it's changed a hundred percent since I started," said Sanderson, a foreman with the Bureau. "You stay out of it for three years and you're lost, everything changes so fast."

Reflecting the priority the Bureau puts on training, three apprentice linemen recently attended a hot stick

school in Roseville—sponsored by the City of Roseville.

"They took us step by step through some procedures we hadn't seen before," said third-step apprentice Jim McRory.

That training—and union solidarity—paid off at the bargaining table this year when Local 1245 members were able to bargain wage increases with the Bureau even as many municipal workers in California were taking cuts.

Today's union wages and working conditions are a far cry from the conditions lineman Henry "Bill" Tice encountered when he entered the trade 27 years ago as a non-union worker in Wichita, Ks.

Wages were rotten—Tice says he was making just \$1.30

an hour. And safety conditions left a lot to be desired, too.

"There wasn't anything you couldn't do," said Tice. "We were gloving 12 KV back then. I was gloving the first day on the job. The gloves weren't tested or anything."

An important part of the safety equation is the man on the ground, according to groundman Lonnie Hasty.

"You gotta keep your eyes on the guys," said Hasty. "You gotta pay attention to what they're doing up there. You gotta be looking at the back of their head for them."

The Alameda Bureau of Electricity says it wants to hold on to its union workers. And no wonder. Skilled union workers are the best bargain going.



Bureau of Electricity workers Jim McRory, Bill Tice, Lonnie Hasty, Larry Sanderson, and Frank Acala.

UNIT MEETING SCHEDULE JULY - DECEMBER 1993

				Jul	Aug	Sep	Oct	Nov	Dec					Jul	Aug	Sep	Oct	Nov	Dec	
SAN JOAQUIN																				
1111	FRESNO Cedar Lanes Cedar & Shields	Chairman: C. Habecker	Tuesday 5:30 p.m.	6	10	7	12	9	14											
1112	BAKERSFIELD Labor Hall 200 W. Jeffery St.	Chairman: C. Davis	Wednesday 7:00 p.m.	14	11	15	13	17	15											
1113	MADERA Madera Valley Inn 317 N. G. Street	Chairman: M. Micheli	Thursday 5:15 p.m.	1	5	2	7	4	9											
1117	WASCO *John Bryan Rest. 7th & G St.	Chairman: D. Scott	Monday 4:00 p.m.	12	9	13	11	15	13											
1118	CRANE VALLEY The Kettle 40251 Hwy 41	Chairman: R. Newton	Wednesday 7:30 p.m.	7	4	1	6	3	8											
1120	SELMA Hot Fudge Pizza 1826 Rose	Chairman: P. Sandoval	Thursday 5:00 p.m.	8	12	9	14	*18	9											
1122	MERCED IRRIG. DIST. Ryan's 2991 G Street	Chairman: V. Bergman	Tuesday 7:30 p.m.	6	3	7	5	2	7											
1123	MERCED Mi Pueblo Rest. 950 Motel Dr	Chairman: M. Massey	Wednesday 5:30 p.m.	14	11	8	13	10	15											
1124	LOS BANOS Wool Growers Inn 609 H Street	Chairman: B. Howard	Thursday 5:00 p.m.	8	12	9	14	*18	16											
1127	TAFT Bit of Country 738 Finley Dr	Chairman: D. Harp	Thursday 5:30 p.m.	15	12	16	14	18	16											
1128	LEMOORE Fleet Reserve 788 D St.	Chairman: M. Ormande	Tuesday 5:30 p.m.	13	10	14	12	16	14											
1129	AUBERRY Tony's Auberry Rd.	Chairman: T. Moore	Tuesday 5:45 p.m.	13	17	14	19	16	21											
COAST VALLEYS																				
1211	SALINAS Am. Legion Hall 14 W. Laurel Dr	Chairman: G. Hernandez	Tuesday 5:00 p.m.	6	3	7	5	9	7											
1212	MONTEREY Big Joes BBQ *1200 Olmstead	Chairman: M. Oleata	Wednesday 5:00 p.m.	14	11	15	13	17	15											
1213	KING CITY Veterans Building 599 Bitterwater Rd	Chairman: J. Sportsman	Monday *4:15 p.m.	12	9	13	11	15	13											
1215	SAN LUIS OBISPO Margies Diner 1575 Calle Joaquin	Chairman: N. Molnar	Thursday 5:00 p.m.	8	5	9	7	4	9											
1216	SANTA MARIA *Concourse Bowling Orcutt	Chairman: *B. Bell	Tuesday *4:30 p.m.	6	3	7	5	2	7											
1217	TEMPLETON *Am. Leg. Hall Templeton	Chairman: *F. Teague	Tuesday *4:30 p.m.	13	10	14	12	9	14											
1218	MPTV CABLE Big Joes BBQ 1200 Olmstead	Chairman: G. King	Tuesday 7:00 p.m.	13	10	14	12	16	14											
1219	HOLLISTER Paine's Rest. 421 East St	Chairman: J. Vermilyer	Wednesday 5:00 p.m.	7	4	8	6	10	8											
1220	DIABLO CANYON *Community Ctr. Avila Beach	Chairman: *W. Oakley	Wednesday *2:00 p.m.	7	4	15	6	3	15											
1221	BUELLTON Antonios Pizza	Chairman: *J. Loverchek	*Monday 5:00 p.m.	12	9	13	11	8	13											
1223	DIABLO CANYON *Margies Diner San Luis Obispo	Chairman: *D. Lockwood	Wednesday *5:00 p.m.	7	4	15	6	3	15											
PIPE LINE																				
1121	*KETTLEMAN PSEA Club Kettleman Station	Chairman: P. Altamirano	Tuesday 5:30 p.m.	6	3	7	5	9	7											
1311	BARSTOW PSEA Rec Rm Hinckley Station	Chairman: *K. Feil	Wednesday 5:30 p.m.	7	4	8	6	10	8											
1313	TOPOCK Rec Rm Park Moabi	Chairman: *C. Ebersohl	Thursday 5:30 p.m.	8	5	9	7	4	9											
SANTA CLARA																				
1411	CITY OF SANTA CLARA Round Table Pizza El Camino	Chairman: *J. Hershman	Thursday 5:30 p.m.	8	12	9	14	*18	9											
SAN JOSE																				
1501	SAN JOSE CLERICAL Airport Holiday Inn	Chairman: *S. Weeks	Tuesday *6:30 p.m.	6	3	7	5	2	7											
1511	SAN JOSE PHYSICAL Airport Holiday Inn	Chairman: *M. Hernandez	Tuesday *6:30 p.m.	6	3	7	5	2	7											
1512	BELMONT 240 El Camino San Carlos	Chairman: *B. Quinn	Wednesday 5:30 p.m.	14	11	8	13	10	8											
1513	SANTA CRUZ Adolph's 525 Water St	Chairman: A. Garza, Jr	Thursday 7:00 p.m.	8	5	9	7	*12	9											
CITY OF OAKLAND																				
2211	OAKLAND GENERAL The Flanker 45 Hegenberger	Chairman: L. Rodriguez	Thursday 5:00 p.m.	15	19	16	21	18	16											
EAST BAY																				
2301	EAST BAY CLERICAL White Knight 3150 Pierce St	Chairman: P. Kelleher	Thursday 6:30 p.m.	8	12	9	14	*18	9											
2311	OAKLAND The Flanker 45 Hegenberger	Chairman: *G. Guisti	Tuesday 5:45 p.m.	6	3	7	5	2	7											
2314	HAYWARD/FREMONT *29827 Mission Blvd Fremont	Chairman: B. Coutts	Wednesday 6:00 p.m.	7	11	8	13	10	8											
2316	CONCORD IBEW Local 1245 Walnut Creek	Chairman: *B. Bolen	Thursday *5:30 p.m.	8	12	9	14	18	9											
2317	ANTIOCH Roundtable 2741 Lone Tree Wy	Chairman: J. Dorman	Thursday *7:30 p.m.	1	5	2	7	4	2											
2318	RICHMOND White Knight 3150 Pierce St	Chairman: C. Jackson	Wednesday 4:45 p.m.	7	4	1	6	3	1											
SAN FRANCISCO																				
2401	SAN FRANCISCO CLERICAL *Sheraton Palace 2 New Montgomery	Chairman: G. Oryall	Wednesday 5:30 p.m.	14	11	8	13	10	8											
2412	SAN FRANCISCO 4 Berry Street Embarcadaro	Chairman: M. Phillips	Wednesday 5:30 p.m.	7	4	1	6	3	1											
STOCKTON																				
2511	STOCKTON Ed Stewart Post 3110 N. West Ln	Chairman: R. Ruse	Thursday 7:00 p.m.	8	12	9	14	*18	9											
2512	ANGELS CAMP Round Table Pizza Hwys 4 & 49	Chairman: W. Fippen	Wednesday *5:00 p.m.	7	4	1	6	3	1											
2513	JACKSON Gold Cntry Pizza 525 S. Hwy 49	Chairman: D. Schulze	Tuesday 5:00 p.m.	6	3	7	5	2	7											
2515	MODESTO Sundial Lodge 808 McHenry	Chairman: *T. Fortune	Wednesday 5:30 p.m.	14	11	15	13	10	8											
2516	LODI Round Table Pizza 1040 W. Kettleman	Chairman: B. Fisher	Thursday 4:00 p.m.	1	5	2	7	4	2											
2517	SONORA Round Table Pizza Hiway 108	Chairman: W. McCord	Tuesday 4:00 p.m.	13	10	14	12	9	14											
2518	MODESTO IRRIG. DIST Sundial Lodge 808 McHenry	Chairman: D. Pittman	Wednesday 4:30 p.m.	7	4	1	6	3	1											
PACIFIC GAS TRANSMISSION																				
3012	SANDPOINT Crew Room 550 Samuels	Chairman: T. Anderson	*Tuesday *5:30 p.m.	20	17	21	19	16	21											
3023	WALLA WALLA Jack's Fountain Book Nook/Main St	Chairman: F. Locati	Wednesday 7:00 p.m.	14	11	8	13	10	8											
3024	REDMOND Uppercrust Pizza 3655 Meadowview	Chairman: M. Latta	Tuesday 7:00 p.m.	13	10	14	12	9	14											
3025	SPOKANE Confer. Room PGT Headqtrs.	Chairman: J. Fifield	*Tuesday *5:30 p.m.	13	10	14	12	9	14											
HUMBOLDT																				
3111	EUREKA Labor Temple 9th & E St	Chairman: J. Russell	Tuesday 7:30 p.m.	13	10	14	12	9	14											

UNIT MEETING SCHEDULE JULY - DECEMBER 1993

				Jul	Aug	Sep	Oct	Nov	Dec					Jul	Aug	Sep	Oct	Nov	Dec		
SHASTA																					
3212	REDDING Uppercrust Pizza 3655 Meadowview	Chairman: A. Streetman	Tuesday 5:15 p.m.	6	3	7	5	2	7	3716	NAPA/VALLEJO Marys Pizza Jefferson, Napa	Chairman: J. Kent	Thursday 7:00 p.m.	1	5	2	7	4	2		
3213	BURNEY Sam's Pizza Johnson Park	Chairman: T. Merrymee	*Tuesday 6:00 p.m.	13	10	14	12	9	14	3717	FORT BRAGG/PT ARENA Masonic Temple 428 N. Main	Chairman: G. Fernandez	Thursday 5:00 p.m.	22	19	23	21	18	23		
3214	RED BLUFF The Green Barn #5 Chestnut Ave.	Chairman: H. Iness	Thursday 5:30 p.m.	8	12	9	14	*18	9	3718	W. GEYSERS Roundtable Pizza Healdsburg Ave	Chairman: A. Maclean	Tuesday 6:30 p.m.	20	17	21	19	16	21		
3217	CITY OF REDDING Best Western 2300 Hilltop Dr.	Chairman: J. Kropholler	*Thursday 5:30 p.m.	1	5	2	7	4	2	SACRAMENTO											
NEVADA										3011	SACRAMENTO REGIONAL TRANSIT IBEW Local 1245 3453 Ramona	Chairman: L. Gill	Thursday *4:45 p.m.	8	12	9	14	*18	9		
3311	RENO IBEW Hall 2713 E. 4th St	Chairman: D. Moler	Wednesday 7:00 p.m.	7	4	1	6	3	1	3811	SACRAMENTO Florin Odd Fellow 8360 Florin Rd	Chairman: D. Norris	Wednesday 6:00 p.m.	7	4	1	6	3	1		
3312	CARSON CITY Fire Station	Chairman: P. Lantis	Monday 5:30 p.m.	12	9	13	11	8	13	3812	VACAVILLE Rnd. Table Pizza 541 Peabody Rd.	Chairman: *B. Semas	Monday *5:30 p.m.	19	16	20	18	15	20		
3314	SOUTH LAKE TAHOE Moose Lodge	Chairman: B. McMillen	Thursday 5:30 p.m.	1	5	2	7	4	2	3814	WOODLAND American Legion 523 Bush Street	Chairman: M. Davis	Thursday 5:30 p.m.	1	5	2	7	4	2		
3315	MT. WHEELER/ELY Mt. Wheeler Fire Dept. Mtg. Hall	Chairman: *R. Miller	Wednesday 4:30 p.m.	21	18	21	19	16	21	3911	SMUD IBEW LU 1245 3457 Ramona, Sac.	Chairman: G. Ritchie	Wednesday 5:00 p.m.	14	11	8	13	10	8		
3318	ELKO Stockmen's Hotel Elko	Chairman: D. Carone	Tuesday 6:00 p.m.	13	10	14	12	9	14	3912	FRESH POND (SMUD) Moose Lodge Hwy 50-Frontage Rd	Chairman: *G. Stoffer	Tuesday 6:00 p.m.	6	3	7	5	2	7		
3319	WELLS B and C Saloon Wells, NV	Chairman: *C. Swett	Thursday 6:30 p.m.	22	19	23	21	18	23	3914	GEYSERS (SMUD/CCPA) Ltl. Red Schilse Bottle Rock Rd.	Chairman: J. Montrose	Wednesday 6:15 p.m.	21	18	22	20	17	22		
3320	N. LAKE TAHOE Carpenters Hall Kings Beach	Chairman: D. Liddy	Wednesday 5:30 p.m.	21	18	15	20	17	15	CITIZENS UTILITIES COMPANY											
DESABLA										4012	SUSANVILLE Grand Cafe 730 Main	Chairman: J. Deal	*Thursday 5:30 p.m.	15	12	16	14	11	16		
3411	CHICO Pizzoni's Pizza Hwy 32, Chico	Chairman: T. Rist	Wednesday 7:30 p.m.	21	18	22	20	17	22	4013	ALTURAS The Brass Rail Hiway 395	Chairman: *M. Nelson	*Wednesday 5:30 p.m.	14	11	15	13	10	15		
3412	QUINCY Moons Pizza Lawrence Street	Chairman: *J. Dolloff	Wednesday 7:00 p.m.	7	4	8	6	3	8	4014	ELK GROVE Pizza Barn 8610 Elk Grove	Chairman: *M. Grayburg	Thursday 5:30 p.m.	22	19	23	21	18	23		
3417	PARADISE Red Lion Pizza 6011 Skyway	Chairman: B. Lovett	Thursday 7:30 p.m.	8	5	9	7	4	9	4015	BURNEY - CUCC Sam's Pizza Hwy 299 E	Chairman: *B. Burlison	Monday 5:30 p.m.	12	9	13	11	8	13		
DRUM										DAVEY TREE											
3511	AUBURN Moose Lodge Sacramento & High	Chairman: C.D. Felkins	Tuesday *6:00 p.m.	13	10	7	12	9	7	4404	DAVEY TREE/OAKLAND Flanker 45 Hagenberger	Chairman: *M. Gonzalez	Tuesday 4:15 p.m.	6	3	7	5	2	7		
3512	ROSEVILLE Zorros Pizza 1125 Orlando Plaza	Chairman: R. Wilkins	Monday *5:30 p.m.	12	9	13	11	8	13	4406	DAVEY TREE/PARADISE Red Lion Pizza 6011 Skyway	Chairman: P. Ely	Thursday *5:30 p.m.	8	5	9	7	4	9		
3513	GRASS VALLEY The Office 102 Richardson St	Chairman: B. Cox	Wednesday 6:00 p.m.	14	11	8	13	10	8	4412	DAVEY TREE/SANTA CRUZ Adolph's 525 Water St	Chairman: K. Neal	Thursday 6:00 p.m.	15	12	16	14	18	16		
3813	PLACERVILLE The Hoosgow 2864 Ray Lawyer	Chairman: G. Parks	Thursday 4:30 p.m.	8	12	9	14	*18	9	4416	DAVEY TREE/SELMA Hot Fudge Pizza 1826 Rose	Chairman: A. Sanchez	Thursday 6:30 p.m.	1	5	2	7	4	2		
COLGATE										4418	DAVEY TREE/EUREKA Eagles Hall 11th St. Arcata	Chairman: F. Gratz, III	Monday 5:00 p.m.	12	9	13	11	8	13		
3611	MARYSVILLE Marcellas 1245 Bridge St.	Chairman: J. Edwards	Wednesday 6:00 p.m.	7	4	1	6	3	1	4419	DAVEY TREE/REDDING Angelo's Pizza 1774 Calif. St	Chairman: D. Mitchell	Tuesday *6:30 p.m.	6	3	7	5	2	7		
3613	OROVILLE Eagles Hall 2010 Montgomery	Chairman: *P. Gates	Tuesday *5:15 p.m.	20	17	21	19	16	21	4420	DAVEY TREE/NAPA Pietro's 999 Trancas St	Chairman: M. Linley	Tuesday 5:00 p.m.	20	17	21	19	16	21		
NORTH BAY										4421	DAVEY TREE/BELMONT 240 El Camino San Carlos	Chairman: *R. Gomez	Wednesday 5:30 p.m.	21	18	15	20	17	15		
3711	MARIN COUNTY Roundtable Pizza S. Novato Blvd	Chairman: J. Findley	Thursday 6:00 p.m.	8	12	9	14	*9	9	OUTSIDE LINE											
3712	SANTA ROSA Round Table Pizza 421 Stoney Point	Chairman: B. Symons	Tuesday 7:00 p.m.	6	3	7	5	2	7	4911	OUTSIDE LINE/SACRAMENTO IBEW LU 1245 3453 Ramona	Chairman: W. Branson	Saturday 10:00 a.m.	10	14	10	8	12	10		
3713	E. GEYSERS Ltl Red School House Bottle Rock Rd	Chairman: R. Runnings	Wednesday 6:00 p.m.	21	18	22	20	17	22	4912	OUTSIDE LINE/RIVERSIDE 1074 La Cadena Dr Riverside	Chairman: *J. Johnstone	Wednesday 8:00 p.m.	14	11	8	13	10	8		
3714	UKIAH Discovery Inn 1340 N. State St	Chairman: K. Wilson	Wednesday 7:30 p.m.	7	4	8	6	3	8	* Indicates recent change											
3715	LAKEPORT Senior Center 527 Konocti Ave	Chairman: B. Dawson	Tuesday 7:00 p.m.	6	3	7	5	2	7												

Hightower radio

NAFTA mindgames: watching liars figure

(Editor's note: The following commentary is from a radio commentary by Jim Hightower.)

By Jim Hightower

Yogi Berra said, "Ninety-nine percent of this game is half-mental." Well, if Yogi wants to see some real statistical confusion he should check out the mind games being played by the supporters of NAFTA—the North American Free Trade Agreement.

Ross Perot says this treaty will cause "a giant sucking sound" of our jobs going South. [Schloop]. There they

go. Of course, the \$100-haircuts who're pushing NAFTA insist no such thing is gonna happen...in fact, they say the US will *gain* jobs—and they've got the numbers to prove it.

Of course, figures don't lie. But liars do figure. A statistician is someone who draws a mathematically precise line from an unwarranted assumption to a foregone conclusion. That's what those Washington and Wall Street insiders are doing when they toss out numbers to "prove" what a good deal NAFTA's gonna be.

Well, recently their numbers turned back and bit 'em on the tush. Last month two Big Time Academic Experts,

If you really want to get a sense of whether our country is going to lose jobs in this deal...just check out the number of corporate executives who're already installing trailer hitches on the company limousines.



NOT THIS NAFTA

Union members demonstrated in Seattle, Wash. recently against the flawed North American Free Trade Agreement, demanding that it be renegotiated. Similar protests have been occurring recently throughout the US.

who were repeatedly quoted by George Bush and the whole pro-NAFTA gang, confessed that instead of NAFTA creating a gain of 175,000 jobs for the US of A—as they had claimed in their book...well, actually, overall, NAFTA would cause a job LOSS.

It seems they'd meant to include this little point in their book but...well, I guess the dog ate that chart.

In making up our minds on NAFTA, academicians are

about as useless as hip pockets on a hog.

If you really want to get a sense of whether our country is going to lose jobs in this deal...just check out the number of corporate executives who're already installing trailer hitches on the company limousines. The Wall Street Journal surveyed 455 top executives. *Fifty-five* percent of the biggest employers say they're planning to shift some production to

Mexico if NAFTA goes through.

Now *those* numbers are serious as a snakebite.

The good news is that Congress is wary of this snake, too. So if we take action now, we won't HAFTA have NAFTA.

This is Jim Hightower saying, you've got a member of Congress whether you want one or not so get ahold of 'em...tell 'em NO on NAFTA.



Labor editor knocks NAFTA

Those who promote the North American Free Trade Agreement are fond of saying that NAFTA will lift up wages for Mexico's workers through "harmonization" with US wages.

But if any "harmonization" happens, it's going to be US wages "harmonizing" down rather than Mexican wages "harmonizing" up, according to labor journalist David Moberg, who spoke at the annual meeting of the Western Labor Press Association in San Diego, Ca.

The concept of "harmonization up" is in conflict with the competitive pressures of the global market, Moberg said. Business will simply go to where wages are cheaper.

Moberg suggested that US workers would be wise to

attack the broader issue: poverty-level wages in Mexico. As long as Mexican wages are low, they will exert downward pressure on US wages.

US workers would benefit, Moberg said, if the US government helped Mexico eliminate its \$40 billion debt. Without the burden of that crushing debt, Mexico would not be under so much pressure to attract US industry in order to build up its export industry.

Mexico could then better afford to bring up its standard of living—by increasing the legal minimum wage, for example.

Unions should also try to gain more say over corporate strategy in order to influence companies to stay put in the US rather than flee to Mexico, Moberg said.

50-year member had become a legend

Tom Prichard honored for service to union's membership

By Ed Fortier

When Tom Prichard hired on at PG&E in the late 1930s as a laborer in hydro working on Drum Powerhouse it was for the princely sum of \$4 per day.

Tom Prichard passed away May 22 at the age of 83.

But shortly before his death Local 1245 had the privilege of honoring Prichard for his 50 years of membership in the union. Advisory Council member Dewayne Felkins and I went to Prichard's ranch and presented the award in the presence of his wife of 52 years, Lorraine, and his granddaughter, Julie.

It was the first-ever 50-year award given to a member of Local 1245. The local was chartered in 1941.

Prichard had a long and distinguished career as a PG&E employee and as a union member.

In 1939 he was awarded the position of Apprentice Electrical Machinist. Three years later he was the successful bidder on an Electric T&D Utilityman position.

Prichard was required to do a variety of tasks involving the repair, maintenance and construction of electric

Among his other responsibilities, Prichard sometimes did collections. It is rumored that anyone who relieved on his assignment had to check with him before shut-offs for non-pay could be completed...often times resulting in Tom making the payment out of his own pocket rather than allow service to be shut off.

lines and facilities.

Active Unionist

It was about this time that he joined Local 1245 and became active as a shop steward.

He was later appointed to serve on the Joint Grievance Committee, a position he held until his retirement.

He was also active in the early organizing efforts on PG&E property in Drum Division.

In December of 1946 he was the successful awardee on a Combination Man Job, again in Electric T&D. During this period his area covered most of what is now south Placer County down to the Colgate Division border in Lincoln. Among other things he was responsible for

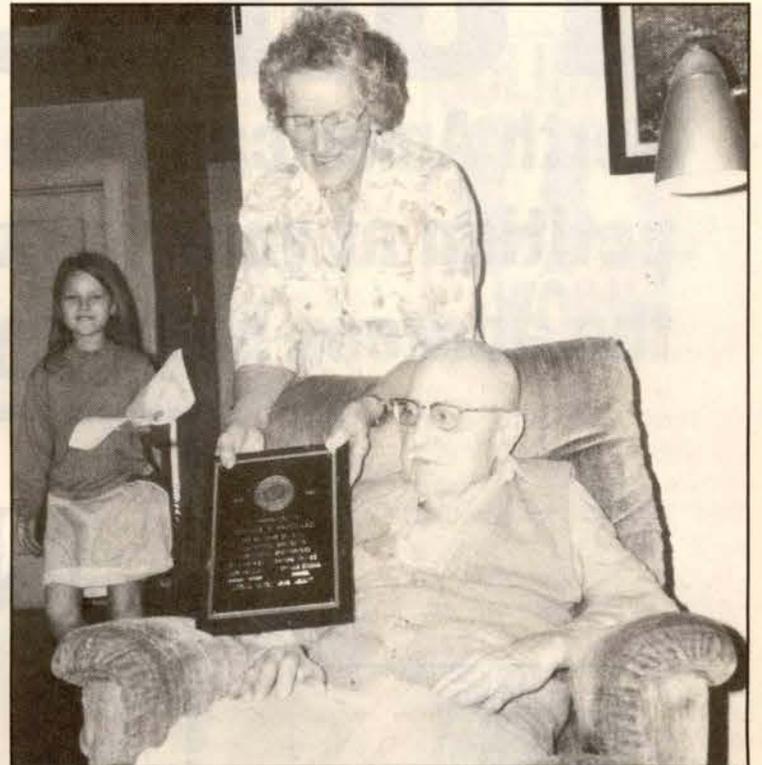
all of the PG&E services in his area, including electric and gas Service.

He sold appliances to build load for new business.

When the county decided to go out of the inspection business for new homes, this became part of his job. He also had the job of reading all the meters—electric, gas, and water—on his route. At the time he had some dairy cows and even delivered milk to some of his customers.

Prevented shutoffs

Among his other responsibilities, Prichard sometimes did collections. It is rumored that anyone who relieved on his assignment had to check with him before shut-offs for non-pay could be completed...often times re-



50-YEAR MEMBER
Tom Prichard displays his 50-year plaque from Local 1245, accompanied by his wife Lorraine and granddaughter Julie.

sulting in Prichard making the payment out of his own pocket rather than allow service to be shut off.

He was often repaid with livestock—cows, pigs, sheep—if the customer was hard pressed for cash.

On March 15, 1954, after the company attempted to bypass him and award the job to a Lineman, Prichard became a Troublemaker.

Prichard had to fight through the grievance procedure for this position. He was assisted in this fight by Business Rep. Al Kaznowski.

From that time to his retirement on June 3, 1974, Prichard remained active in the union and dedicated to his service to customers of the company.

Something of a Legend

He had in fact become somewhat of a legend to his friends and co-workers. He also gained the respect of many management people whom he dealt with, including former Division Manager Bill Laughlin.

Prichard had a reputation for being a tireless and tenacious fighter. Due to the fact that he was always well prepared, armed with the facts and contract knowledge, he seldom lost an argument.

It was with great pride and pleasure that Local 1245 bestowed its first 50-year award to Tom Prichard for his 50 years of dedication to our cause.

Our sympathies go to his family and friends.

(Ed Fortier is a Local 1245 business representative.)

Merced ID members receive Life-Saving Award

The IBEW Life-Saving Award was presented to Local 1245 members John Hicks, Ed Del Dotto, John Goodson, Butch Witherell, Cliff Musick and Carlo Bronzini for their heroic rescue of Bill Soito, a fellow employee and union member at Merced Irrigation District.

The union members helped free Bill Soito when he was buried beneath his tractor after a washed-out bank caved in along the Dibblee Canal in southeast Merced last year. (See the September 1992 issue of Utility Reporter for a full



Carlo Bronzini (Photos: Gary Mai)



From left: John Hicks, Ed Del Dotto, Bill Soito, John Goodson, Butch Witherell, Cliff Musick.

account of the rescue).

They moved quickly to dig down to where they thought his face would be in order to get an air supply to him.

Thanks to their efforts, Soito was able to breathe until equipment arrived to get the tractor off of him.

Although he suffered bro-

ken ribs, a broken shoulder blade and a punctured lung, Soito recovered and is grateful to be back on the job today.

Old friends reunite at meeting of Reno chapter

By Orville Owen

On April 29, 37 retirees gathered for the first meeting of the Reno Chapter of the Local 1245 Retirees Club.

Many of us had not seen each other in years. We shook hands and hugged each other like family and reminisced about the good old times.

We elected our officers, who will conduct our meetings. Maureen Adams was elected president. Ralph Walker was elected vice president. Jay Killgore was elected recording secretary.

Many of our current benefits will be affected by collective bargaining between Sierra Pacific Power and Local 1245 next year, making it imperative to continue communications between retirees and Local 1245 and its officers and also the company and its officers.

Additional goals for our Retirees Club will be discussed at the May 27 meeting in Reno. (Editor's note: The results of that meet-

ing were not available at Utility Reporter presstime).

Among those goals are scheduling social events, group luncheons, and other mutual interests of concern to retirees. An attorney from Local 1245 was also invited to

the May meeting to explain the Group Legal Services Plan available to retirees.

Please note the following schedule of meetings for the Reno Chapter. All meetings are on Thursdays and start at 10:00 a.m. at the IBEW Local

401 headquarters in Reno.

- June 24
- July 22
- August 26
- September 23
- October 28
- November 25
- December 23

IBEW
Local
1245



Retirees Corner

Officers named in Bakersfield

By Orville Owen

Bakersfield-area retirees established the fourth chapter of the Local 1245 Retirees Club on May 12, when 47 retirees attended the first meeting.

Business Rep. Sam Tamimi gave an update on the current status of General Bargaining between PG&E and Local 1245 and the effect the company's proposals could have on retirees. Tamimi also passed out membership packets to the retirees in attendance.

Former Advisory Council member Russell Foxe was appointed president of the new chapter and former Business Rep. Gene Hastings was selected as the recording secretary. Jewell David was appointed vice president.

The next meeting will be called based on results and status of negotiations with PG&E.

Perot funds anti-Social Security campaign

Group seeks to pit young against old

Despite its wide popularity, the nation's Social Security system is under increasing attack from those who want to privatize the system or turn it into a welfare plan.

Organizers of a group called "Lead or Leave" have appeared on numerous TV talkshows to charge that older people on Social Security are "ripping off" the young, that only poor elderly persons should receive benefits, and that retirees should get back in payments only as much as they contributed in payroll taxes.

According to a recent story in Senior Citizens News, the two men who head the group are Rob Nelson and Jon Cowan. Each is around 30 years old. They consistently frame their attacks on Social Security as a generational issue, putting the blame for the federal deficit on older Americans and urging young Americans to "square off against our elders."

Despite all the free publicity they've been given, they don't appear to be gaining much strength. Maybe that's because on one of these shows Nelson conceded that

his "grassroots" organization had received thousands of dollars from billionaire Ross Perot, and is also receiving funds from Peter Peterson, a financier who served in the Nixon administration and has long advocated privatizing Social Security.

The Washington Post editorialized that the "last thing we need is a generational war," noting that "Social Security and Medicare are designed precisely to keep generational peace. They help relieve younger generations of some of the financial burdens of parental care."

Interest grows in starting chapters

By Orville Owen

We have received communications from former Colgate

Division Advisory Council member Larry Casserly, who is interested in establishing a retirees chapter in the Yuba City area. Brother Casserly stated there is a large group of retirees in the Yuba City, Marysville and Oroville area.

We are currently involved in organizing and establishing other retiree chapters in the Fresno, Chico, Santa Rosa and Sacramento areas.

Retired members in those areas are encouraged to contact the Local 1245 Retirees Club for further information.

Let's get together! Call the union hall at:

510-933-6060.

Labor unions push anti-scab legislation

Committees in the US Senate and House recently approved the Workplace Fairness Bill, which would ban the permanent replacement of striking workers.

US Labor Secretary Robert Reich said the bill "would foster the equilibrium and stability in industrial relations that are crucial to the health of our economy."

However, the bill faces a possible Republican filibuster on the Senate floor.

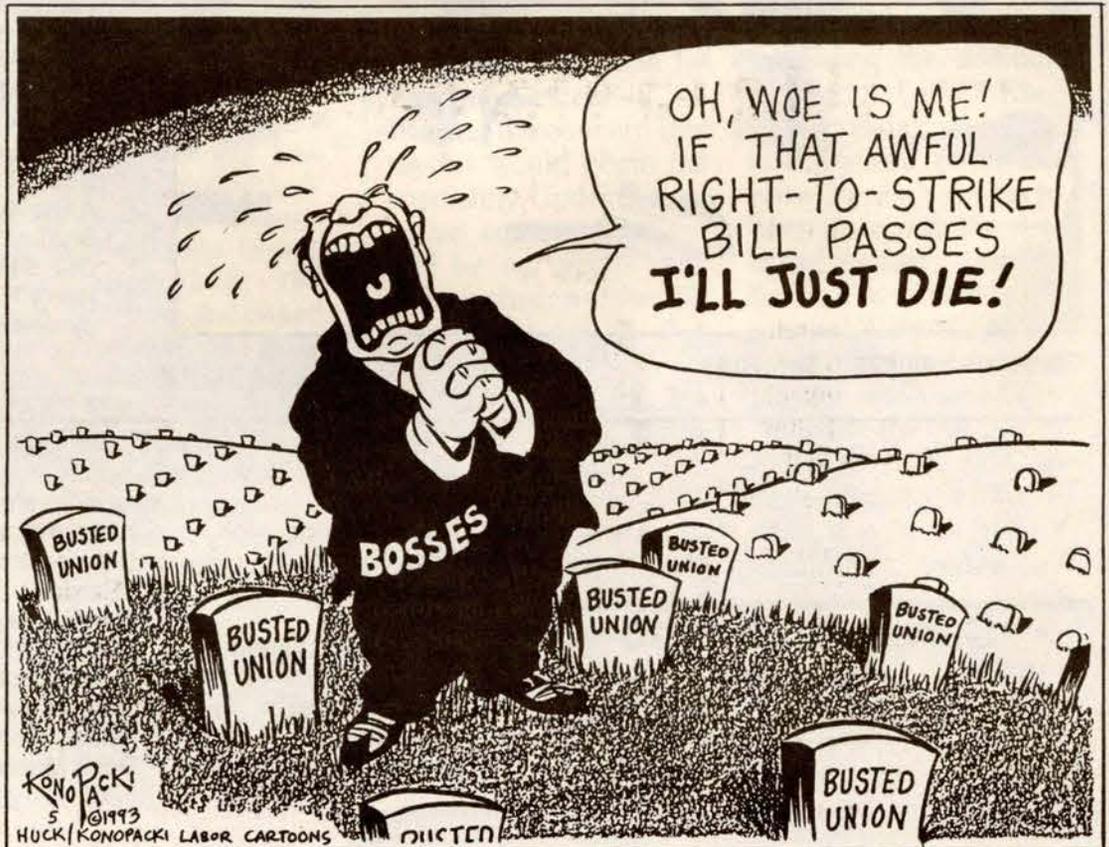
California's US Senators—Barbara Boxer and Dianne Feinstein—support the bill. Retirees can help this important bill see the light of day by encouraging Boxer and Feinstein to make passage of the Workplace Fairness Bill a top priority.

Remember: When work-

ers have a meaningful right to strike, they have greater clout at the bargaining table.

That strength is important for current members—and for retirees, too!

Call Senator Feinstein:
415-249-4777
Call Senator Boxer:
415-403-0100



Union stewards at PG&E turn out in large numbers for training conferences

Local 1245 stewards at PG&E were briefed on a wide range of issues by Business Manager Jack McNally and the union staff at the union's annual regional training conferences. The first of the six conferences was held the same week PG&E announced its restructuring plans, which included sobering news about workforce reductions. The threat of layoffs and the early start to general bargaining helped produce large turnouts at this year's conferences.



Stewards training in Concord.

San Jose Feb. 20

Vida Anderson
Rick Bentler
Richard Bidinost
Robert Dailey
Mary Davis
Fred DeAguinaga
Clark Dotson
Joe Fradin
Richelle Gallegos
Art Garza
John Grube
George Hernandez

Manny Hernandez
Ron Hill
Tom Hutchinson
Michael Jensen
David Mackley
Pete Mandon
Richard Manley
Dale Mann
Rebecca Marquez
Daniel Melanephy
Robin Morrison

John Nolan
Gerald Roza
Karen Russell
Barbara Saunders
Paul Shirley
Pam Stevens
Pat Stoffey
Robert Storment
James Vermilyer
Vincent Whitmer
Mike Davis



Stewards training in San Jose.

Concord March 27

Ed Abriam
Charles Adams
Steve Alexander
Donna Ambeau
Bradford Applin
Willie Arjona
Bill Attinger
Yoko Ball
Penny Barrett
Hozel Blanchard
Martha Bowman
Pamela Caballero
Al Calleros
Pat Cantwell
Mary Contaxis
Bill Coutts
Rich Cowart
Grace Coyle
Peggy Daniel
James Davis
Leslie Davis
Jerry DeBaca
Patty Del Toro
Elaine Delgado
Vargas
Dan Delucchi
Jim Dias
Donna Dito
Mary Donahue
James Dorman
Barbara Fain
John Frost
Frederic Gambrell
Guy George
Ray Gerber
Bob Gerstle
Anna Maria Gomez
Shirley Henry
David Herrera
Harry Hom
James Horton

Jeff Howard
Clifton Jackson
Kirk Jefferson
Natalie Johnson
Allyn Jones
Craig Joseph
Wil Joseph
Daniel Kelly
Brandon King
Gary Latigue
Scott Lombardi
Felicia Mack
Larry Magnoli
Carl Makarczyk
Michael McGinley
Shannon McKinney
Andy McKinsey
Mark McLeod
David Meier
Julio Mejia
John Mendoza
Ken Mockel
Peter O'Driscoll
Robert Olague
George Oryall
Millie Phillips
Doris Pierce
John Pirier
Bob Quinn
Nagaraja (Dada) Rao
Theodore Rios
Daniel Robertson
Frank Robertson
Al Salinas
Michael Saner

Tony Santos
Brad Schuback
Sherrick Slattery
William Smith
John Sunseri
Gary Surfus
Jerry Takeuchi
Michael Thomas
Ron Thomas
Douglass Thorne
Thomas Thorne
Jerry Totes
Carol Turk
Caleb Turner
Rocky Valin
Jeffrie Van Hook
David Vennarucci
John Vernatter
Nancy Villa
John Vincent
Kenneth Walsh
David Walters
Tommy Warren
Michael Williams
Rudy Woodford
Frances Wycoff
Gwen Wynn
Tom Young
John Callejas
Tim Hennessy
Gary Costigan
Henry House
Tom Fromm
Sal Culcasi
Bernard Smallwood
Leonard Wise
Jim McCauley
Michael Emerson
Walter Mims
Robert Bustamante

San Luis Obispo Feb. 27

Fidela Barrios
Chet Bartlett
Bill Bell
Gregg Burk
Alexander Castillo
Brenda Caves
Ralph Chavez
Bob Edie
Everett Flowers

Kim Fredrickson
Steven Greenberg
Sharon Gripp
Lynda Holloway
Matthew Huszarik
John Jacobson
Joseph Johnson
Jeffrey Knisley
Dean Mooney

Del Rodriguez
Steve Silva
Frank Teague
Gary Uratsu
Wayne Wellman
Terry Jones
Chris Paris
Brooks Thorup



**Fresno
April 3**

Jerry Adame
Pete Altamirano
Mary Barber
Michael Brocchini
Gilbert Chavez
Wayne Cook
Joseph Cummins
Darlene Divine
Ed Dwyer
Karl Feil
Harold George
Michael Grill
Lee Haring
Diana Herr
Bill Howard
Rhonda Iriart
Linda Jurado

Diane Laurent
James Little
Dale Lucas
Ed Mallory
Marshall Massey
Dan Mayo
Terry McElhaney
Glenn McGuire
Gilbert Mendez
Emet Miranda
Calvin Moss
Ron Newton
Joy O'Hagan
Daniel Patrick
Sal Perales
Joseph Perry

Steve Potter
Daniel Pronold
Robert Richersn
David Scott
Jack Scott
Allen Simms
Jim Stamper
Arthur Verret
Arthur Wert
Robert Whitley
Dennis Wilson
Mike Miller
Denis O'Heill
Patrick Dennis
Dennis Panoo
Bryan Bock



Union staff members put in a lot of Saturdays attending stewards conferences. Above are Business Rep. Bob Gibbs, Asst. Business Manager Roger Stalcup and Business Rep. Ed Fortier.



Stewards training in Fresno.

Jerry Anderson
Ted Bare
Don Bettencourt
Craig Bianchi
Mike Bundy
Larry Bunte
Danny Burns
Dave Castelli
Barry Claybaugh
Sandi Damitz
Corrine Dauer
Elizabeth Davis
William Dawson
H.V. Everett
Art Fahrner
Larry W. Finch
Larry C. Finch
Ralph Freeland Jr.
David Fritz
Stephen Gerst
John Grant Jr.
Michael Grossman

**Santa Rosa
March 13**

Sharon Hansen
Dwight Harper
James Hill
Bill Hunt
Barry Jensen
John Kent
Carl Kingsley
Aileen Koppenberg
Jody Lutz
Tina McKean
Dan McMellon
Jim Middlemist
Ocean
David Parmenter
William Peaslee
Mel Pendleton
Carol Rasmussen

Ken Rawles
Norma Ricker
Roy Runnings
Bob Saunders
David Silveira
Gary Silver
Keven Smith
Cliff Spaletta
George Stokes
Lloyd Stottsberry
Lem Stubblefield
Barbara Symons
Norman Tkachenko
Arlis Watson
Ken Wilson
Bob Witmer
Jim Findley
William Balsley
Russ Calvery
John Williams
Ray Gallagher
John Garland

**Sacramento
April 24**

John Allen
Terrance Andreucci
David Armstrong
Vic Badasow
James Basgall
Anna Bayless
John Bender
Michael Brady
James Bray
Ken Brown
Martin Brutlag
Luckey Carter
Gary Cassilagio
Steve Chapman
Jim Clemons
Jim Clifton
Allen Collier
Thomas Conwell Jr.
Arlene Cook
Dennis Corry
Lee Covington
John Cox
Howard Danielsen
Rick Davis
Grover Day
Dan Dennis
Domenick Dicce

Mike Dickinson
Joel Dolloff
Rodney Dyer
Patti Eide
Frank Elliott
Arturo Escbedo
DeWayne Felkins
Terri Ferguson
Arlene Filter
Wayne Fippin
Anthony Fortune
LeRoy Franklin II
Sam Gamez
Patrick Gates
Dennis Goodman
Marie Graham
Ronald Greenwood
Randy Greer
Jack Hall
Mike Hamm
John Harper
Skip Harris
Elbert Harte
Lon Hollingshead
Larry Hope
William Hosford
Barry Humphrey

Harvey Iness
Danny Jackson
Mike Johnson
Jim Jurkiewicz
John Kepus
Al Knudsen
Lanny Larsen
Christine Lay
Jerry Lee
Robert Lovett
Bill MacKay
David Mauldin
Ray Morale
Scott Mowry
Stuart Neblett
Dale Noble
Darryl Norris
Michael Oelrichs
Margaret Orozco
Gary Outlaw
Daniel Parmenter
Mark Patterson
Jean Porlier
Jimmy Ramirez
John Rasmussen
Mike Richards
Ralph Rigg

Terry Rist
Nick Salvatorelli
Bonnie Semas
Alvina Sobers
Annette Spencer
James Stephenson
Kit Stice

Arnold Streetman
Stanley Teasant
William Tomlinson
Rod Trunnell
Wilfred Valtakis
Frank Vaughn
Mike Vrooman

Billy Wallace
Jerry Whisler
Johnnie Yaws
Lyn Hudgena
Lois Moore
John Edward
John Eide
Ben Cox



Stewards training in Sacramento.

Whatcha Waitin' For? Enter Today!



NINTH ANNUAL IBEW LOCAL 1245 GOLF TOURNAMENT

Saturday, August 21, 1993
Alameda South Golf Course, Alameda
Shotgun Start at 7:00 a.m.

- Perpetual Trophy
- Low net Trophy
- Low Gross Trophy
- Three Trophy Flights
- Hole-in-One Prizes



- Hole-in-One Prizes
- Long Drive Prizes
- Bar-B-Q Lunch
- Beer & Soda on Course
- Drawing for Many Prizes

Blind Bogey Scoring

Guest Are Welcome

Limited to 144 Players

Registration Form

1. NAME _____
 ADDRESS _____
 TOWN _____

2. NAME _____
 ADDRESS _____
 TOWN _____

3. NAME _____
 ADDRESS _____
 TOWN _____

4. NAME _____
 ADDRESS _____
 TOWN _____

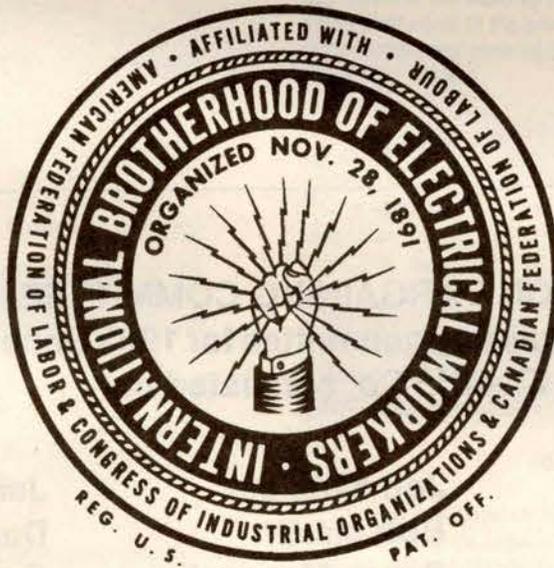
\$65.00 Entry Fee
(Includes Cart)

Entry Deadline:
August 1, 1993

Lunch and Awards
Immediately Following at:
Lincoln Park
1450 High Street
Alameda

Contact Frank Saxsenmeier
(510) 933-6060
or (415) 898-1141

**Tentative Contract Settlement
between
IBEW Local 1245
and
Pacific Gas & Electric Co.**



Key to Contract Language
Added language is underlined
[Deleted Language is boldfaced and bracketed]
 Union-provided explanations are in shaded areas

June 1993

UTILITY REPORTER SPECIAL SUPPLEMENT
GAS

Contents

Company Cover Letter	Pages C - E
Physical Agreement	Pages F - I
Clerical Agreement	Pages J - M
Benefit Agreement	Pages M - O
Medical, Dental, Vision Benefit Agreement	Pages O - P

UNION BARGAINING COMMITTEE

The Local 1245 bargaining committee for 1993 General Bargaining with Pacific Gas & Electric Co. consisted of:

Donna Ambeau
Wendy Bothell
Michael Brocchini
Al Calleros
Dorothy Fortier
Pat Gates
Chris Habecker

Jeff Knisley
Bob Martin
Debra Mazzanti



Jack McNally
Darrel Mitchell
Robert Olsen
Nagaraja (Dada) Rao
Dan Robertson
Roger Stalcup
Howard Stiefer

Cover Letter from the Company:

Pacific Gas and Electric Company

Industrial Relations
201 Market Street
San Francisco, CA 94105
415/973-3425

Ronald L. Bailey
Manager

May 24, 1993



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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This letter and its attachments will confirm the Company's understanding of the settlement reached on May 18, 1993, between the Company's Negotiating Committee and the Union's Negotiating Committee in the 1993 Negotiations with respect to the IBEW Agreements between Company and Local Union 1245, IBEW.

1. Wages

The Company will grant a general wage increase of three percent (3.0%), effective January 1, 1994, three and one-quarter percent (3.25%), effective January 1, 1995 and three and one-quarter percent (3.25%), effective January 1, 1996. Notwithstanding the provisions of Section 500.1 (25.1), either party may reopen this Agreement with respect to the subject of wages by giving notice of such reopening to the other party 30 days prior to January 1, 1997.

2. Joint Study of Compensation Issues

The parties agree to conduct a joint study of compensation issues during the term of the agreement. The design of this joint study may include industry and subject matter experts acting as a resource to the committee in order to facilitate open dialogue and collaborative problem solving relative to a broad range of compensation issues. Any recommendations subsequently adopted by this committee would then be forwarded to the respective bargaining committee for negotiation.

3. Electronic Bulletin Boards

The parties agree Company's electronic bulletin boards fall within the scope and intent of the provisions of section 5.1 of the Physical and Clerical Agreements. Accordingly, the parties will develop the means to provide Local 1245 access to such bulletin boards.

4. Interim Negotiations

Company and Union recognize that PG&E's reorganization will necessitate negotiations between the parties during the term of the Agreement. Company and Union agree that these negotiations are of paramount importance and further commit to good faith efforts to successfully complete the negotiations.

Company and Union agree to handle the following list of topics in Ad Hoc Negotiating Committees:

- 1) A review of the Clerical, Physical, Benefit and the Medical, Dental and Vision Agreements to determine where it is necessary to update language, including provisions referring to company's structure (such as "regions"). This item is to be addressed and completed prior to any other interim negotiations on this list.
- 2) A study of CES Gas and Electric work including a review of such work being performed by other utilities, gas and electric crew assignments and related lines of progression, job definitions and rates of pay.
- 3) A creation of the Technology Board to review impact of new technology on bargaining unit work including modification to job definitions, lines of progression, and rates of pay.
- 4) A review of employee involvement/participation committees including modifications and updating of existing letters of agreement.

(Company Cover Letter Continued on Page D)

- 5) Committees to act on the recommendations of the four technology subcommittees established by Letter Agreement 92-97.
- 6) A review of all the provisions of Section 202.17, including the current 202.17 clarification.

5. Retiree Benefits

The company shall continue to bargain in good faith with the Union over all Benefit issues pertaining to current retirees.

6. Severance Agreement

In the normal application of Sections 206.7 and 19.7 of the Physical and Clerical Agreements respectively, a senior employee may elect to take layoff in place of the junior employee in the affected classification and headquarters. In such event, the employee electing layoff is treated the same as any other employee being laid off for lack of work. However, in Application 1 of Letter Agreement 93-42, an employee volunteering to take a layoff for lack of work in place of a junior employee will be treated as an employee electing to resign.

Additionally, Company will submit a copy of the Severance Agreement and Release form to the Union for review and comment.

7. Voluntary Retirement Incentive Program

Company's proposal for VRI is intended to include all bargaining unit departments *except for the following:*

PHYSICAL

- Materials Distribution- Machine Shop
Electric and Utility
- Accounting and Computer Operations Department
- Electric Department- Meter
Maintenance (except for telecommunications)
Operating
Clerical-Hydro
- Gas Department- Measurement & Control (except for Region Gas Control Operators)
Gas Meter Repair Facility
- Pipe Line Operations- Transmission Maintenance
Technical Maintenance
- Steam Generation and NPG Departments
- Water Department
- GC Line Construction (except for Paint)
GC Gas Construction
GC Fleet Management
GC Clerical Services

CLERICAL

- Vice President and Controller

Company agrees that there will be no layoffs until the conclusion of the VRI enrollment period. Notwithstanding the provisions of Letter of Agreement No 88-104, the department "Floor" numbers shall be reduced by the number of employees electing the VRI.

Additionally, Company will submit a copy of the Voluntary Retirement Incentive Election form to the Union for review and comment.

8. Use of Part-Time Clerical Employees

The parties agree to amend the provisions of Clerical Agreement 17.6(c) in the following manner:

Increase the maximum allowable number of clerical employees that may be assigned to part-time employment as follows:

As of June 1, 1993 calculate 4% of the current full-time clerical bargaining unit.

To this number will be added seventy-five percent of the total number of clerical employees who voluntarily leave the Company from June 1, 1993 through December 31, 1993. The new maximum percentage will be the above sum divided by the full-time clerical bargaining unit on December 31, 1993.

(Company Cover Letter Continued on Page E)

9. Attachments

Attached are amended contract sections as agreed to during the negotiations, as follows:

- A Physical Agreement and its Exhibits, Supplements and Clarification's
- B Clerical Agreement and its Exhibits, Supplements and Clarification's
- C Benefit Agreement
- D Medical, Dental and Vision Agreement

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

Sincerely,

/s/ R. L. Bailey

RLB:mh

Attachments

(End of Company Cover Letter)

PHYSICAL AGREEMENT

TITLE 101. LEAVE OF ABSENCE

101.1 ELIGIBILITY

Paragraph 1 Language Unchanged.

In addition to the provisions of this Title, it is the intent of the parties to include leave benefits as mandated by state and federal law, including both the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

101.1 Explanation: Provides for adhering to the provisions of the Family Rights Act and the Family and Medical Leave Act.

TITLE 103. HOLIDAYS

103.1 HOLIDAY ENTITLEMENT

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

- (a) Language unchanged.
- (b) Language unchanged.
- (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, be entitled to have the following holidays off with pay when they fall on a workday in such employee's basic workweek:

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(3rd Monday in January)
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	
Christmas Day	(December 25)
Three Floating Holidays	(see Section 103.3)

(Amended [1-1-91] 1-1-94)

103.1 Explanation: Adds Martin Luther King, Jr. Day as a paid holiday on the third Monday in January.

TITLE 106. STATUS

106.3 SERVICE

Service is defined as the length of an employee's continuous employment since his/her Employment Date with Company, a Predecessor Company, any Company or association named in Section 106.2 above, and as provided hereafter in Section 106.4. The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason or layoffs for lack of work which is in excess of the time provided for in Subsection (a) below. The following periods of absence shall count as service for purposes of this Agreement and shall not constitute a break in service: (Amended 1-1-88)

(a) Absences caused by layoff for lack of work: **(1) if the employee has regular status but less than five years of Service at the time of layoff and] so long as such employee has been absent less than [one] thirty continuous [year] months.** (Amended [1-1-88] 1-1-94)

[(2) If the employee has five years of Service or more at the time of layoff and has been absent less than two continuous years. (Added 1-1-84)] (Deleted 1-1-94)

Remaining language unchanged.

106.3 Explanation: Increases from 12 months to 30 months the period of time that is counted as service for absences caused by layoff for lack of work.

TITLE 206. DEMOTION AND LAY OFF PROCEDURE

206.1 GENERAL RULES (REGULAR EMPLOYEES)

The provisions of this Title 206 which are applicable to employees with one continuous year of service in cases of displacement, demotion, or layoff due to lack of work or the return of an employee from leave of absence for Union business or military service shall be applied in such manner as to give effect to the following:

Remaining language unchanged.

206.1 Explanation: Requires that employees have one year service for demotion rights.

206.8 MOVING ALLOWANCE

(a) When an employee is displaced under the provisions of this Title because of lack of work at his/her headquarters, and the employee's new headquarters is beyond commutable distance from his/her residence, Company shall reimburse the employee for the reasonable costs incurred in connection with moving his/her household in a sum not to exceed **[\$2,000] \$2,400.** (Amended [1-1-91]) 1-1-94)

(b) Reasonable costs as referenced above shall include and are restricted to:

1. Transportation of the employee and his immediate family to the new headquarters location (one trip only).
2. Meal and motel expenses for the above incurred on moving day when movers cannot complete the move on the same day.
3. Moving of furniture and household goods to the new residence.
4. Cost of containers to be used in moving less applicable credits for returned items, such as, barrels, wardrobes and boxes.
5. Reasonable insurance on furniture and household goods.
6. Installation of television antenna or cable connections.
7. Piping and wiring costs to accommodate moved appliances.
8. Reasonable costs of any and all non-refundable deposits and/or hook-up fees for water, garbage, telephone, gas and electric.

All expenses not specifically covered above are excluded from payment under this Section.

Notice of intent to move must be filed by the employee within 90 days after his/her transfer in order to qualify for reimbursement of moving expenses outlined above. All requests for reimbursement for moving expenses must be presented together with proper receipts before payment can be granted.

(c) "Beyond commutable distance," as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his/her present residence. **[For clarification, see Supplement to Section 206.8 Labor Agreement Interpretation.] (Amended 1-1-91)] Amended 1-1-94**

[SUPPLEMENT TO SECTION 206.8

LABOR AGREEMENT INTERPRETATION

SUBJECT: Reasonable Costs Associated with Relocation of Bargaining Unit Employees Resulting from a Lack of Work

TITLE 206 - Demotion and Lay Off Procedure - Physical Agreement

TITLE 19 - Displacement, Demotion and Layoff - Clerical Agreement

Reasonable costs as provided in Sections 206.8 of the Physical Agreement and 19.8 of the Clerical Agreement shall include and are restricted to:

1. Transportation of the employee and his immediate family to the new headquarters location (one trip only).
2. Meal and motel expenses for the above incurred on moving day when movers cannot complete the move on the same day.
3. Moving of furniture and household goods to the new residence.
4. Cost of containers to be used in moving less applicable credits for returned items, such as, barrels, wardrobes and boxes.
5. Reasonable insurance on furniture and household goods.

IBEW LOCAL 1245/PG&E TENTATIVE SETTLEMENT

6. Installation of television antenna or cable connections.
7. Piping and wiring costs to accommodate moved appliances.

All expenses not specifically covered above are excluded from payment under these Sections.

Notice of intent to move must be filed by the employee within 90 days after his transfer in order to qualify for reimbursement of moving expenses outlined above. All requests for reimbursement for moving expenses must be presented together with proper receipts before payment can be granted.

For Union /s/ RONALD T. WEAKLEY
Its Business Manager

For Company /s/ I.W. BONBRIGHT
Its Manager of Industrial Relations

Date: January 8, 1971]

206.8 and SUPPLEMENT TO SECTION 206.8

Explanation: Increases the moving allowance to \$2,400. Adds reasonable cost of non-refundable deposits/hook-up fees for water, garbage, telephone, gas and electric to the covered items. Moves the supplement from the back of the agreement to this contract section.

206.9 ACCELERATED PROMOTION

For the purpose of enabling employees who have been demoted or transferred under the provisions of this Title, or to enable employees who have been on or are on Long-Term Disability status, to return to their former status on an accelerated basis, Company will give preferential consideration in the following sequence to the bids and transfer applications submitted by such employees on any job vacancy:

- (a) Language unchanged.
- (b) Language unchanged.
- (c) Should an employee return to a classification and/or Line of Progression under the provisions of Section 206.13 other than one from which such employee was demoted, transferred or laid off, such placement shall not be considered as voluntarily removing himself/herself from the Line of Progression to which such employee would have accelerated promotional rights under the provisions of this Section. (Added 1-1-94)

Remaining language unchanged

206.9

Explanation: Provides for an employee to retain his/her accelerated bidding rights when choosing to be reemployed in a classification or Line of Progression from which a employee was not demoted, transferred or laid-off.

206.13 REEMPLOYMENT PROVISIONS

(a) Notwithstanding [the provisions of Section 205.5] any other provision of this Agreement, a regular [full-time] employee who has been laid off for lack of work pursuant to the provisions of this Agreement for a period not in excess of [one year] thirty months and who had one or more years of Service at the time of layoff shall be entitled to preferential rehire [in the reverse order of layoff as follows:] on the basis of Company Service at the time of layoff, providing that the laid-off employee keeps the Company informed in writing of the current mailing address and telephone number for contact and the Part II Bidding Unit(s) and/or Part III Promotion-Demotion Geographical Area(s) for which reemployment will be accepted and whether the laid off employee wants to be considered for part-time employment. The employee will be notified of the proper method for informing the Company. Company shall maintain one address to which the above notice may be mailed. (Amended 1-1-94)

(b) 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]

(i) beginning classification covered by this Agreement, or:

(ii) classification above beginning level that is not filled pursuant to the provisions of Section 205.7 (a) through (d) or Section 305.5 of this Agreement, or:

(iii) part time position that is not filled pursuant to the provisions of Section 205.5 (a), (b) or (d) of this Agreement.

Company shall provide notice of openings for reemployment as follows: (Amended 1-1-94)

(1) By calling the last telephone number furnished by the laid-off employee and offering reemployment. If contacted by telephone, such employee must advise Company whether or not such employment will be accepted within three working days and the employee must be available for work within seven calendar days. (Added 1-1-94)

(2) If the laid-off employee cannot be reached by telephone, Company shall [send] forward notice by Certified Mail Return Receipt Requested of openings for reemployment to the last mailing address as furnished by the laid-off employee.

Within [seven] three working days after such notice is received at such mailing address, such laid-off employee must advise Company whether or not [he/she accepts such reemployment] the reemployment offer will be accepted, and the employee must be available for work within seven calendar days after so advising Company. 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. (Amended 1-1-94)

(3) 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 Service at the time of layoff. If no employee remains on the laid-off list, the provisions of Section 205.5 will be invoked. [Employees recalled shall report to work within seven calendar days after advising Company of their acceptance of reemployment. If they fail to report within such time, they shall be considered terminated with no further reemployment 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/she returns.] (Amended [1-1-88]) 1-1-94)

(4) Company shall not be required to contact laid-off employees when the openings for reemployment is outside the Part II Bidding Unit(s) and departments and/or the Part III Promotion-Demotion Geographical Area(s) and department(s) in which such employee has indicated a desire to accept reemployment.

(5) If Company cannot contact the laid-off employee by telephone and if no reply is received by Company within three working days after notice is received at the employee's mailing address, or if the laid-off employee does not accept reemployment to a full time position or report for work within the time periods provided in this Subsection, such employee will be considered terminated, with no further reemployment rights under this Section, and the next employee on the laid-off list may be notified of the opening. If the laid-off employee declines an offer of part-time employment, such employee will not be considered for reemployment to future part-time positions. (Added 1-1-94)

(6) An employee returning to a classification 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/she returns. (Added 1-1-94)

[(b)] (c) The Certified Mail Return Receipt in [(a)] (b) 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)] (Amended 1-1-94)

206.13

Explanation: Increases from 12 months to 30 months the period of time for preferred rehire. Gives preferred rehire rights, based on Company Service, to any beginning or part time job in the Agreement and non-beginning jobs not filled by the bidding procedure. Adds language to clarify the recall procedure.

TITLE 207. MISCELLANEOUS

207.1 Language unchanged.

207.2 It is recognized that Company has the right to have work done by outside contractors. In the exercise of such right Company will not make a contract with any other firm or individual for the purpose of dispensing with the services of employees who are engaged in maintenance or operating work.

(a) Company shall only contract after all efforts are made to use qualified Company resources, including optimum use of voluntary overtime and consideration of General Construction personnel.

(b) Company shall not contract any work normally performed by the bargaining unit if such contracting is intended to reduce or has the effect of reducing the regular work force by attrition, demotion, displacement or layoff. Layoffs, demotions and displacements shall not originate [at a headquarters and] in a department where Company is contracting work. Further, the total size of the bargaining unit in that department shall not be reduced by attrition in the system while such work is being contracted.

(c) De minimis contracting does not invoke the terms of this section. De minimis is defined as contracting less than 2080 hours annually in a department at a headquarters where there is a minimum of 10 bargaining unit employees in the department at the headquarters.

In every instance where Company invokes the provisions of this subsection, Company shall provide to the Local Union: 1) the name of the contractor, 2) a brief description of the work being contracted, 3) estimated number of hours of work being contracted, 4) the headquarters and department at which such contracting is to take place. This information is to be provided to the Local Union prior to the commencement of work by the contractor.

As a condition of the contract with such contractor, Company agrees to require the contractor to provide to the Local Union information on the number of hours worked by such contractor. This information shall be provided to the Local Union on request.

If it is determined that the provisions of this subsection have been violated in a department at a headquarters, such department at a headquarters shall be prohibited from further de minimis contracting for a period of 12 months thereafter.

(d) On a quarterly basis, Company shall provide to Union a listing of all employees

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covered by this section, including name, social security number, date of hire, and department. Department designation for this list shall be as identified below. Company shall immediately begin the process of filling positions that are vacated in a covered department. Company shall provide to the Local Union Business Representative documentation demonstrating Company is actively in the process of filling covered vacancies.

(e) The departments for the purpose of this section are:

- | | |
|------------------------------------------------------|----------------------------------------------------|
| ELECTRIC | GAS |
| 1. Transmission and Distribution | 1. Transmission and Distribution |
| 2. Substation Maintenance | 2. Measurement and Control |
| 3. Substation Operating | 3. Service |
| 4. Hydro Maintenance | 4. Steam Heat |
| 5. Hydro Operating | 5. Plant Maintenance |
| 6. Meter | 6. Gas Meter Repair Facility |
| 7. Office | |
| 8. Hydro Clerical | |
| 9. Telecommunications | PIPELINE OPERATIONS |
| | 1. Transmission Operating |
| STEAM & NUCLEAR GENERATION | 2. Transmission Maintenance |
| 1. Operating | 3. Plant Operating |
| 2. Electrical Maintenance | 4. Technical Maintenance |
| 3. Mechanical Maintenance | |
| 4. Technical Maintenance | GENERAL SERVICES |
| 5. Clerical | 1. Garage |
| | 2. Building Service |
| MATERIALS DISTRIBUTION | 3. Miscellaneous (Cooks, Housekeepers, Utilitymen) |
| 1. Warehouse (including Central Distribution Center) | |
| 2. Pipeline Yard and Plant | WATER |
| 3. Machine Shop | 1. Water |
| 4. Electric Utility and Hydro-electric Maintenance | |
| | ACCOUNTING AND COMPUTER OPERATIONS |
| CUSTOMER SERVICES | 1. Customer Accounting |
| 1. Customer Services | |

(f) When returning a non-unit employee who formerly was in the collective bargaining unit to a classification covered by Title 200 of the Physical Agreement, Company shall not demote, displace or layoff a current unit employee in the department receiving the non-unit employee. Additionally, for the purposes of Titles 205 and 206 only, such employee shall have a seniority date of their most recent re-entry into the bargaining unit. [Effective January 1, 1991 or] After the completion of one calendar year in the bargaining unit[, whichever occurs later,] such employees shall utilize their employment date as defined by Title 106 for the purposes of Titles 205 and 206. [This application shall continue beyond January 1, 1991 unless otherwise negotiated by the parties.]

A non-unit employee who has never worked in the bargaining unit may not be placed into the bargaining unit by application of section 206.10.

207.2
Explanation: Adds Letter Agreement 88-104 to the contract. Allows for contracting up to 2080 hours per year if there are ten employees in a department at a headquarters. Provides that Company furnish the Union with information on contracting, contractors and number of employees covered by the section. Allows for accounting on system wide basis. Updates language.

TITLE 301. EXPENSES - FIELD EMPLOYEES

301.1 APPLICATION

Employees who are transferred from a present headquarters to one at a new location, or who are reemployed at a new location within [one year] thirty months after layoff for lack of work at a previous location, shall be allowed expenses as provided for in Section 301.4. Transfer to a new location or reemployment at a new location shall mean one of the following: (Amended [1-1-84] 1-1-94)

Remaining language unchanged.

301.1
Explanation: Increases the expense application from 12 months to 30 months.

TITLE 306. DEMOTION AND LAY OFF PROCEDURE

306.9 ACCELERATED PROMOTION — TRANSFER

For the purpose of enabling employees who have been demoted and/or transferred under the provisions of this Title, or to enable employees who have been or are on Long-Term Disability status to return to their former classification(s) and Lines of Progression on an accelerated basis, Company shall give preferential consideration, pursuant to Title 305, to employees who formerly worked in such job classification(s) and Lines of Progression in accordance with the following:

- (a) Language unchanged.
- (b) Where written notice has been provided to Company by an employee who has been transferred to or reemployed in other General Construction Departments or Lines of Progression under the provisions of Title 306, Company shall return such employee to [a beginner's] any classification previously held, which the Company intends to fill, in the employee's original or intermediate Line(s) of Progression to which the employee has indicated he/she will return. (Amended [1-1-91] 1-1-94)

An employee who declines to return to [the beginner's] a classification in a former [the] Line of Progression for which he/she has indicated willingness to return will forfeit any further preferential rights to return to such Line of Progression. Such employee will retain preferential rights to those Lines of Progression the employee has not declined. (Amended [1-1-91] 1-1-94)

In considering notices received from two or more employees under the provisions of this Subsection (b), Company shall give preferential consideration to the notice made by the employee who has the greatest Service.

- (c) Language unchanged.
- (d) Language unchanged.

306.9
Explanation: Provides for an employee to retain his/her accelerated bidding rights when choosing to be reemployed in a classification or Line of Progression from which a employee was not demoted, transferred or laid-off.

306.14 [REHIRE] REEMPLOYMENT PROVISIONS

(a) Notwithstanding any other provisions of this Agreement, a regular employee [who is eligible for rehire and] who has been laid-off for lack of work pursuant to the provisions of this Agreement for a period not in excess of [one year] thirty months, and who had [two] one or more years of Service at the time of layoff shall be entitled to preferential rehire on the basis of Company Service at the time of layoff, providing that the laid-off employee[, each calendar month following layoff,] keeps the Company informed in writing of the current mailing address and telephone number for contact and the Part III Promotion-Demotion Geographical Area(s) and/or Part II Bidding Unit(s) for which reemployment will be accepted and whether the laid off employee wants to be considered for part-time employment. The employee will be notified of the proper method for informing the Company. Company shall maintain one address to which the above notice may be mailed.

(b) When a vacancy exists in a: [beginner's job in the Line of Progression in a department of General Construction in which the employee formerly worked, and from which the employee was transferred or laid-off under the provisions of this Title,]

(i) beginning classification covered by this Agreement, or:

(ii) classification above beginning level that is not filled pursuant to the provisions of Section 305.5 or Section 205.7 (a) through (d) of this Agreement.

Company shall provide notice of openings for reemployment as follows: (Amended 1-1-94)

(1) By calling the last telephone number furnished by the laid-off employee and offering reemployment. If contacted by telephone, such employee must advise Company whether or not such employment will be accepted within [24 hours] three working days and the employee must be available for work within [five workdays] seven calendar days.

(2) If the laid-off employee cannot be reached by telephone, Company shall forward notice by Certified Mail Return Receipt Requested of openings for reemployment to the last mailing address as furnished by such employee.

Within three working days after such notice is received at such mailing address, the laid-off employee must advise Company [by telephone] whether or not the reemployment offer will be accepted, and the employee must be available for work within [24 hours] seven calendar days after so advising Company. 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.

(3) To expedite rehiring, more than one employee may be notified of an opening, but priority shall be given to employees [with the greatest Service] in the order of Service at the time of layoff.

(4) Company shall not be required to contact laid-off employees when the opening for reemployment is outside the Part III Promotion-Demotion Geographic Area(s) and department(s) and/or the Part II Bidding Unit(s) and department(s) in which such employee has indicated a desire to accept reemployment.

(5) If Company cannot contact the laid-off employee by telephone and if no reply is received by Company within three working days after notice is received at the employee's mailing address, or if the laid-off employee does not accept reemployment to a full time position or report for work within the time periods provided in this Subsection, such employee will be considered terminated, with no further reemployment rights under this Section, and the next employee on the laid-off list may be notified of the opening. If the laid-off employee declines an offer of part-time employment, such employee will not be considered for reemployment to future part-time positions. [(Amended 1-1-91)]

(6) An employee returning to a classification under the provisions of this

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Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he/she returns.

(c) The Certified Mail Return Receipt 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. (Entire Section amended 1-1-94)

306.14

Explanation: Increases from 12 months to 30 months the period of time for preferred rehire. Gives preferred rehire rights, based on Company Service, to any beginning or part time job in the Agreement and non-beginning jobs not filled by the bidding procedure. Adds language to clarify the recall procedure.

TITLE 400. INTERIM NEGOTIATIONS

400.1 From time to time during the term of this Agreement, grievances which have been timely filed concerning the interpretation and application of the provisions of this Agreement may be "Suspended" pursuant to the provisions of a Letter Agreement dated November 1, 1973, as amended March 8, 1974. Additionally, Company and Union may agree to enter into interim negotiations to clarify, modify, add to, or delete from the provisions of this Agreement. This Title authorizes the establishment of Ad Hoc Negotiating Committees from time to time to resolve such disputes. (Amended 1/1/94)

400.1

Explanation: Clarifies interim negotiations.

400.2 Language unchanged.

400.3 Language unchanged.

400.4 The Committee is authorized to settle the dispute referred to it and issue a final and binding decision thereto and to issue Letters of Agreement or Letters of Interpretation revising and adding to this Agreement where necessary to effectuate the Committee's settlement. Without such agreement, neither Party may implement any change to this Agreement unless specifically provided for in this Agreement. (Amended 1/1/94)

400.4

Explanation: Clarifies interim negotiations.

TITLE 500. TERM

500.1 TERM

This Agreement, having taken effect as of September 1, 1952, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of January 1, 199[1]4 through December 31, 199[3]7, 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 1-1-9[1]4)

500.1

Explanation: Provides for a four year Physical Agreement.

500.3 GENERAL WAGE INCREASES

(a) Effective January 1, 199[1]4, the basic wage rates established for January 1, 199[0]3 in Exhibit X of this Agreement shall be increased by **[three and three-quarters percent] three percent.** (Amended 1-1-9[1]4)

(b) Effective January 1, 199[2]5, the basic wage rates established for January 1, 199[1]4 in Exhibit X of this Agreement shall be increased by **[four percent. (Amended 1-1-91)] three and one-quarter percent.** (Amended 1-1-94)

(c) Effective January 1, 199[3]6, the basic wage rates established for January 1, 199[2]5 in Exhibit X of this Agreement shall be increased by **[four and one-half percent. (Amended 1-1-91)] three and one-quarter percent** (Amended 1-1-94).

(d) **[Deleted 1-1-88]** Notwithstanding the provisions of Section 500.1, either party may reopen this Agreement with respect to subject of wages by giving notice of such reopener to the other party 30 days prior to January 1, 1997. (Amended 1-1-94)

500.3

Explanation: Changes contract language to reflect general wage increases of 3.0%, 3.25%, 3.25% and reopener for 1/1/94, 1/1/95, 1/1/96, 1/1/97 respectively.

93-42-PGE

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

In responding to Union's concerns for job security and the Company's need to continue modifying the workforce to be more competitive, Company proposes to establish a Severance Program effective the date of ratification through December 31, 1997.

This agreement will apply to Title 200 employees of the Physical Agreement and employees covered by the Clerical Agreement. Employees with less than one year of service will not be eligible for the severance program.

In the event the Company determines that a permanent downsizing of Title 300 employees is required, Application I will apply to those affected employees.

Application I

A. Company determines the department, headquarters, classifications and number of employees to be affected.

B. Those employees in department, headquarters and classifications to be affected will be offered the severance package. The senior volunteers electing to accept the offer will receive the severance package, except that the number of employees receiving the severance package will not exceed the number of employees Company has determined will be affected under A. above.

C. Such employees who elect the severance package under Application I are considered to have resigned their employment with the Company and therefore have no preferential rehire rights nor would their service be bridged if rehired.

Application II

A. If there are insufficient volunteers under Application I, the normal displacement and layoff provisions of the IBEW Labor Agreement will be effected.

B. Employees laid off pursuant to Sections 19.7 of the Clerical Agreement and 206.7 of the Physical Agreement will receive the Severance Package as defined below.

Package

A. Four weeks pay (base classification) plus one weeks' pay for each year of service.

In no event will the payment exceed one-year's base salary.

B. A lump sum payment of \$4,500 to partially offset COBRA and life insurance conversion coverage. The employee has no obligation to use it for COBRA conversion or continued life insurance coverage.

C. Payment is dependent on the signing of the Severance Agreement and Release (Attachment 1).

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

Yours very truly,

PACIFIC GAS & ELECTRIC COMPANY

By: _____
Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO

_____, Date

By: _____
Business Manager

Letter Agreement 93-42-PGE

Explanation: Establishes a targeted severance program for Division Physical and Clerical employees through 12/31/97. The classification, location and number of employees is determined by Company. Senior employees may volunteer to sever their employment but do not retain preferred rehire rights or ability to bridge service. Provides for four weeks base pay plus one weeks' pay for each year of service and a lump sum payment of \$4,500.

CLERICAL AGREEMENT

TITLE 6. LEAVE OF ABSENCE

6.1 ELIGIBILITY

Paragraph 1 Language Unchanged.

In addition to the provisions of this Title, it is the intent of the parties to include leave benefits as mandated by state and federal law, including both the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

6.1
Explanation: Provides for adhering to the provisions of the Family Rights Act and the Family and Medical Leave Act.

TITLE 8. VACATION

8.15 UNANTICIPATED VACATION

Any combination of vacation hours, up to [8] 16 per year, may be taken in increments of one hour or more, not to exceed six (6) consecutive hours, at an employees option. [(Added 1-1-91)] (Amended 1-1-94)

8.15
Explanation: Allows for employees to take vacation in one hour increments up to 16 per year but limited to six consecutive hours.

TITLE 14. HOLIDAYS

14.1 HOLIDAY ENTITLEMENT

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

- (a) Language unchanged.
- (b) Language unchanged.
- (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 14.7, be entitled to have the following holidays off with pay when they fall on a workday in such employee's basic workweek:

New Year's Day	(January 1)
<u>Martin Luther King, Jr. Day</u>	<u>(3rd Monday in January)</u>
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	
Christmas Day	(December 25)
Three Floating Holidays	(see Section 14.3)

(Amended [1-1-91] 1-1-94)

14.1
Explanation: Adds Martin Luther King, Jr. Day as a paid holiday on the third Monday in January.

TITLE 17. STATUS

17.3 SERVICE

Service is defined as the length of an employee's continuous employment since his/her Employment Date with Company, a Predecessor Company, any Company or association named in Section 17.2 above, and as provided hereafter in Section 17.4. The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason or layoffs for lack of work which is in excess of the time provided for in Subsection (a) below. The following periods of absence shall count as service for purposes of this Agreement and shall not constitute a break in service: (Amended 1-1-88)

(a) Absences caused by layoff for lack of work: **(1) if the employee has regular status but less than five years of Service at the time of layoff and) so long as such employee has been absent less than [one] thirty continuous [year] months.** (Amended [1-1-88] 1-1-94)

[(2) If the employee has five years of Service or more at the time of layoff and has been absent less than two continuous years. (Added 1-1-84)] (Deleted 1-1-94)

Remaining language unchanged.

17.3
Explanation: Increases from 12 months to 30 months the period of time that is counted as service for absences caused by layoff for lack of work.

TITLE 19. DEMOTION AND LAY OFF PROCEDURE

19.1 GENERAL RULES (REGULAR EMPLOYEES)

The provisions of this Title 19 which are applicable to employees with one continuous year of service in cases of displacement, demotion, or layoff due to lack of work or the return of an employee from leave of absence for Union business or military service shall be applied in such manner as to give effect to the following:

Remaining language unchanged.

19.1
Explanation: Requires that employees have one year service for demotion rights.

19.8 MOVING ALLOWANCE

(a) When an employee is displaced under the provisions of this Title because of lack of work at his/her headquarters, and the employee's new headquarters is beyond commutable distance from his/her residence, Company shall reimburse the employee for the reasonable costs incurred in connection with moving his/her household in a sum not to exceed **[\$2,000] \$2,400.** (Amended [1-1-91] 1-1-94)

(b) Reasonable costs as referenced above shall include and are restricted to:

1. Transportation of the employee and his immediate family to the new headquarters location (one trip only).
2. Meal and motel expenses for the above incurred on moving day when movers cannot complete the move on the same day.
3. Moving of furniture and household goods to the new residence.
4. Cost of containers to be used in moving less applicable credits for returned items, such as, barrels, wardrobes and boxes.
5. Reasonable insurance on furniture and household goods.
6. Installation of television antenna or cable connections.
7. Piping and wiring costs to accommodate moved appliances.
8. Reasonable costs of any and all non-refundable deposits and/or hook-up fees for water, garbage, telephone, gas and electric.

All expenses not specifically covered above are excluded from payment under this Section.

Notice of intent to move must be filed by the employee within 90 days after his/her transfer in order to qualify for reimbursement of moving expenses outlined above. All requests for reimbursement for moving expenses must be presented together with proper receipts before payment can be granted.

(c) "Beyond commutable distance," as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his/her present residence. **[For clarification, see Supplement to Section 19.8 Labor Agreement Interpretation.] (Amended 1-1-91) Amended 1-1-94**

[SUPPLEMENT TO SECTION 19.8

LABOR AGREEMENT INTERPRETATION

SUBJECT: Reasonable Costs Associated with Relocation of Bargaining Unit Employees Resulting from a Lack of Work

TITLE 206 - Demotion and Lay Off Procedure - Physical Agreement

TITLE 19 - Displacement, Demotion and Layoff - Clerical Agreement

Reasonable costs as provided in Sections 206.8 of the Physical Agreement and 19.8 of the Clerical Agreement shall include and are restricted to:

1. Transportation of the employee and his immediate family to the new headquarters location (one trip only).
2. Meal and motel expenses for the above incurred on moving day when

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movers cannot complete the move on the same day.

3. Moving of furniture and household goods to the new residence.
4. Cost of containers to be used in moving less applicable credits for returned items, such as, barrels, wardrobes and boxes.
5. Reasonable insurance on furniture and household goods.
6. Installation of television antenna or cable connections.
7. Piping and wiring costs to accommodate moved appliances.

All expenses not specifically covered above are excluded from payment under these Sections.

Notice of intent to move must be filed by the employee within 90 days after his transfer in order to qualify for reimbursement of moving expenses outlined above. All requests for reimbursement for moving expenses must be presented together with proper receipts before payment can be granted.

For Union /s/ RONALD T. WEAKLEY
Its Business Manager

For Company /s/ I.W. BONBRIGHT
Its Manager of Industrial Relations

Date: January 8, 1971]

19.8 and SUPPLEMENT TO SECTION 19.8

Explanation: Increases the moving allowance to \$2,400. Adds reasonable cost of non-refundable deposits/hook-up fees for water, garbage, telephone, gas and electric to the covered items. Moves the supplement from the back of the agreement to this contract section.

19.9 ACCELERATED PROMOTION

For the purpose of enabling employees who have been demoted or transferred under the provisions of this Title, or to enable employees who have been on or are on Long-Term Disability status, to return to their former status on an accelerated basis, Company will give preferential consideration in the following sequence to the bids and transfer applications submitted by such employees on any job vacancy:

- (a) Language unchanged.
- (b) Language unchanged.
- (c) Should an employee return to a classification and/or Line of Progression under the provisions of Section 19.13 other than one from which such employee was demoted, transferred or laid off, such placement shall not be considered as voluntarily removing himself/herself from the Line of Progression to which such employee would have accelerated promotional rights under the provisions of this Section. (Added 1-1-94)

Remaining language unchanged

19.9

Explanation: Provides for an employee to retain his/her accelerated bidding rights when choosing to be reemployed in a classification or Line of Progression from which a employee was not demoted, transferred or laid-off.

19.13 REEMPLOYMENT PROVISIONS

(a) Notwithstanding [the provisions of Section 18.5] any other provision of this Agreement, a regular [full-time] employee who has been laid off for lack of work pursuant to the provisions of this Agreement for a period not in excess of [one year] thirty months and who had one or more years of Service at the time of layoff shall be entitled to preferential rehire [in the reverse order of layoff as follows:] on the basis of Company Service at the time of layoff, providing that the laid-off employee keeps the Company informed in writing of the current mailing address and telephone number for contact and the Bidding Unit(s) for which reemployment will be accepted and whether the laid off employee wants to be considered for part-time employment. The employee will be notified of the proper method for informing the Company. Company shall maintain one address to which the above notice may be mailed. (Amended 1-1-94)

(b) 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]

- (i) beginning classification covered by this Agreement, or;
- (ii) classification above beginning level that is not filled pursuant to the provisions of Section 18.8 (a) through (d) of this Agreement, or;
- (iii) part time position that is not filled pursuant to the provisions of Section 18.5 (a) or (c) of this Agreement.

Company shall provide notice of openings for reemployment as follows: (Amended 1-1-94)

(1) By calling the last telephone number furnished by the laid-off employee and offering reemployment. If contacted by telephone, such employee must advise

Company whether or not such employment will be accepted within three working days and the employee must be available for work within seven calendar days. (Added 1-1-94)

(2) If the laid-off employee cannot be reached by telephone, Company shall [send] forward notice by Certified Mail Return Receipt Requested of openings for reemployment to the last mailing address as furnished by the laid-off employee.

Within [seven] three working days after such notice is received at such mailing address, such laid-off employee must advise Company whether or not [he/she accepts such reemployment] the reemployment offer will be accepted, and the employee must be available for work within seven calendar days after so advising Company. 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. (Amended 1-1-94)

(3) 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 Service at the time 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 reemployment. If they fail to report within such time, they shall be considered terminated with no further reemployment 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/she returns.] (Amended [1-1-88]) 1-1-94)

(4) Company shall not be required to contact laid-off employees when the openings for reemployment is outside the Bidding Unit(s) and department(s) in which such employee has indicated a desire to accept reemployment.

(5) If Company cannot contact the laid-off employee by telephone and if no reply is received by Company within three working days after notice is received at the employee's mailing address, or if the laid-off employee does not accept reemployment to a full time position or report for work within the time periods provided in this Subsection, such employee will be considered terminated, with no further reemployment rights under this Section, and the next employee on the laid-off list may be notified of the opening. If the laid-off employee declines an offer of part-time employment, such employee will not be considered for reemployment to future part-time positions. (Added 1-1-94)

(6) An employee returning to a classification 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/she returns. (Added 1-1-94)

[(b)] (c) The Certified Mail Return Receipt in [(a)] (b) 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)] (Amended 1-1-94)

19.13

Explanation: Increases from 12 months to 30 months the period of time for preferred rehire. Gives preferred rehire rights, based on Company Service, to any beginning or part time job in the Agreement and non-beginning jobs not filled by the bidding procedure. Adds language to clarify the recall procedure.

TITLE 22. INTERIM NEGOTIATIONS

22.1 From time to time during the term of this Agreement, grievances which have been timely filed concerning the interpretation and application of the provisions of this Agreement may be "Suspended" pursuant to the provisions of a Letter Agreement dated November 1, 1973, as amended January 1, 1974. Additionally, Company and Union may agree to enter into interim negotiations to clarify, modify, add to, or delete from the provisions of this Agreement. This Title authorizes the establishment of Ad Hoc Negotiating Committees from time to time to resolve such disputes. (Amended 1/1/94)

22.1

Explanation: Clarifies interim negotiations.

22.2 Language unchanged.

22.3 Language unchanged.

22.4 The Committee is authorized to settle the dispute referred to it and issue a final and binding decision thereto and to issue Letters of Agreement or Letters of Interpretation revising and adding to this Agreement where necessary to effectuate the Committee's settlement. Without such agreement, neither Party may implement any change to this Agreement unless specifically provided for in this Agreement. (Amended 1/1/94)

22.4

Explanation: Clarifies interim negotiations.

IBEW LOCAL 1245/PG&E TENTATIVE SETTLEMENT

TITLE 25. TERM

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, 199[1]4 through December 31, 199[3]7, 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 1-1-9[1]4)

25.1

Explanation: Provides for a four year Clerical Agreement.

25.3 GENERAL WAGE INCREASES

(a) Effective January 1, 199[1]4, the basic wage rates established for January 1, 199[0]3 in Exhibit F of this Agreement shall be increased by **[three and three-quarters percent] three percent.** (Amended 1-1-9[1]4)

(b) Effective January 1, 199[2]5, the basic wage rates established for January 1, 199[1]4 in Exhibit F of this Agreement shall be increased by **[four percent. (Amended 1-1-91)] three and one-quarter percent.** (Amended 1-1-94)

(c) Effective January 1, 199[3]6, the basic wage rates established for January 1, 199[2]5 in Exhibit F of this Agreement shall be increased by **[four and one-half percent. (Amended 1-1-91)] three and one-quarter percent** (Amended 1-1-94).

(d) **[Deleted 1-1-88]** Notwithstanding the provisions of Section 25.1, either party may reopen this Agreement with respect to subject of wages by giving notice of such reopener to the other party 30 days prior to January 1, 1997. (Amended 1-1-94)

25.3

Explanation: Changes contract language to reflect general wage increases of 3.0%, 3.25%, 3.25% and reopener for 1/1/94, 1/1/95, 1/1/96, 1/1/97 respectively.

93-36-PGE

Pacific Gas & Electric Company
201 Mission Street, Fifteenth Floor
San Francisco, California 94105

Attention: Mr. David Bergman
Director of Industrial Relations

Gentlemen:

Pursuant to the discussions between the parties during 1993 General Negotiations, the following is Union's understanding of the agreement reached concerning establishment of Employee Participation Committees at any telephone call center.

EMPLOYEE PARTICIPATION COMMITTEES

Employee Participation Committees shall be established at each telephone center. The purpose of these Committees is to jointly determine means to improve the employees' work environment and improve Company's efficiency, productivity and profitability while observing Union's responsibilities as the exclusive representative of bargaining unit employees.

The participation of bargaining unit employees shall be voluntary and Union shall designate the bargaining unit participants.

1. Both Company and Union will designate one individual to participate on an overview committee for each telephone center to:

- Address problems that may arise that are not resolved locally;
- Review the progress of these programs; and,
- Assure compliance with all formal agreements between the parties.

2. Each phone center will form a committee initially consisting of five members appointed by the Company and five members appointed by the Union. The committee complement may be increased by agreement of the Company and Union. This committee will have the freedom to identify, discuss, investigate, and make recommendations on possible improvements. The following issues, however, are beyond the appropriate scope of issues which the Committees may discuss and submit recommendations:

- Mandatory subjects of bargaining, including compensation, benefits, working conditions and disputes subject to the grievance procedure are not matters to be addressed in these programs.
- Subjects involving local working conditions normally subject to local agreement may be discussed only after receiving permission from those who have the authority to enter into such agreements. Any proposed recommendations or solutions must be submit-

ted to the appropriate authorizing representatives for their approval prior to implementation.

c. All activity by Union's bargaining unit members are to be considered as work assignments and to be in conformance with the appropriate agreement.

d. Union Business Representative or his/her designated alternate shall be granted access to any joint participation meetings that may occur.

e. Upon request from Union's Business Manager or Business Representative, Company shall supply information concerning any joint involvement, including activities already in progress.

f. Company and Union will arrange for a joint presentation to all bargaining unit employees to cover the application of the agreement, the goals and concerns of both parties and the methodologies to be utilized. These presentations shall be held during employees' work schedules.

g. Utilization of the demotion and layoff provisions due to impact on workload as the direct result of such efforts is prohibited.

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, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

By:

Jack McNally
Business Manager

The Company is in accord with the foregoing and agrees thereto.

PACIFIC GAS & ELECTRIC COMPANY

_____, 1993

By:

David J. Bergman
Director and Chief Negotiator

Letter Agreement 93-36-PGE

Explanation: Establishes an Employee Participation Committee at each Telephone Center consisting of five members chosen by Union and five members chosen by Company plus a two member overview committee. The committee will work to improve the employees' work environment, Company's efficiency, productivity and profitability.

93-42-PGE

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

In responding to Union's concerns for job security and the Company's need to continue modifying the workforce to be more competitive, Company proposes to establish a Severance Program effective the date of ratification through December 31, 1997.

This agreement will apply to Title 200 employees of the Physical Agreement and employees covered by the Clerical Agreement. Employees with less than one year of service will not be eligible for the severance program.

In the event the Company determines that a permanent downsizing of Title 300 employees is required, Application I will apply to those affected employees.

Application I

A. Company determines the department, headquarters, classifications and number of employees to be affected.

B. Those employees in department, headquarters and classifications to be affected will be offered the severance package. The senior volunteers electing to accept the offer will receive the severance package, except that the number of employees receiving the severance package will not exceed the number of employees Company has determined will be affected under A. above.

C. Such employees who elect the severance package under Application I are considered to have resigned their employment with the Company and therefore have no preferential rehire rights nor would their service be bridged if rehired.

Application II

A. If there are insufficient volunteers under Application I, the normal displacement and layoff provisions of the IBEW Labor Agreement will be effected.

B. Employees laid off pursuant to Sections 19.7 of the Clerical Agreement and 206.7 of the Physical Agreement will receive the Severance Package as defined below.
Package

A. Four weeks pay (base classification) plus one weeks' pay for each year of service.
In no event will the payment exceed one-year's base salary.

B. A lump sum payment of \$4,500 to partially offset COBRA and life insurance conversion coverage. The employee has no obligation to use it for COBRA conversion or continued life insurance coverage.

C. Payment is dependent on the signing of the Severance Agreement and Release (Attachment 1).

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

Yours very truly,
PACIFIC GAS & ELECTRIC COMPANY

By: _____
Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

_____, Date
By: _____
Business Manager

Letter Agreement 93-42-PGE

Explanation: Establishes severance pay for division physical and clerical employees when company elects to reduce the number of employees in a classification at a headquarters. The plan is in effect from the date of ratification through 12-31-97 and contains voluntary and involuntary applications. The pay consists of four weeks base pay plus one weeks' pay for each year of service and a lump sum payment of \$4,500.

Text of Benefit Agreement begins in next column

BENEFIT AGREEMENT

**PART II
GROUP LIFE INSURANCE AND LONG-TERM DISABILITY PLAN**

2.16 AMOUNT OF LONG-TERM DISABILITY BENEFIT PAYMENTS

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 claims is specifically rejected. If the Participant has not received a decision back from Social Security after 90 days subsequent to filing an appeal, Company shall assume Participant does not qualify for such Social Security disability benefit. In order to receive Company LTD benefits including the applicable Social Security offset prior to the final determination of the appeal, Participant must provide Company with a Social Security Administration receipt for appeal and must sign a release authorizing the Company to request information directly from the Social Security Administration regarding the participant's claim. In the event the Participant subsequently qualifies for such Social Security disability benefit, Participant shall reimburse the Company for applicable Social Security offset and the Participant's benefit under this Plan will be adjusted accordingly. The Administrator will assist Participants in filing claims and Social Security disability benefits and appealing adverse decisions for such benefits. The Company will not be responsible for any legal expenses incurred by the Participant for filing for Social Security disability benefits. (Amended 1/1/[91] 94)

Remaining language unchanged

2.16

Explanation: Provides for Company to stop FICA offset 90 days after denial of Social Security disability benefits.

**PART III
RETIREMENT PLAN**

**SPECIAL PROVISION G
PENSION AND LTD ADJUSTMENTS
(Amended 1/1/[91] 94)**

(a) Effective December 31, 199[0]3, the Pension of any Participant who actually retired from the bargaining unit represented by Union or the Pension of a person receiving a Spouse's Pension or a Joint Pension will be increased as follows:

	<u>Increases</u>
Retired on or before 12/31/[85]73	[8.0%] 9.0%
Retired between 1/1/[86]74 and 12/31/[86]83	[6.0%] 5.0%
Retired between 1/1/[87]84 and 12/31/[87]89	[5.0%] 2.5%
[Retired between 1/1/88 and 12/31/88	2.5%]

A minimum monthly increase of \$50 will be provided to retirees with at least 30 years of Service, and a retirement date at or after [age 65] normal retirement age. A minimum monthly increase of \$25 will be provided to surviving spouses of such retirees. (Amended 1-1-94)

Remaining language unchanged.

Special Provision G

Explanation: Provides for increases for certain individuals on retirement or LTD.

SPECIAL PROVISION N

VOLUNTARY RETIREMENT INCENTIVE PROGRAM

I. Introduction

This Special Provision N, an amendment to the COMPANY'S RETIREMENT PLAN, authorized by the COMPANY'S Board of Directors on April 21, 1993, is the controlling and definitive statement of the Voluntary Retirement Incentive program ("VRI"). The purpose of the VRI is to reduce a surplus of COMPANY employees in certain designated operations. The VRI is a part of the RETIREMENT PLAN, and except as otherwise provided in this Special Provision N, shall be administered in accordance with and subject to the terms of the RETIREMENT PLAN. Terms in all capitals are defined in Section 3.22 of the RETIREMENT PLAN. Terms underlined are defined in Section VII of Special Provision N.

The decision of an Eligible Employee to elect to participate in the VRI is wholly voluntary, and an election not to participate in the VRI shall in no way affect benefits under the RETIREMENT PLAN to which an Eligible Employee might otherwise be entitled.

II. Eligibility to Participate in the VRI

IBEW LOCAL 1245/PG&E TENTATIVE SETTLEMENT

An Eligible Employee shall be any active employee of the COMPANY represented by the International Brotherhood of Electrical Workers, Local 1245, whose base job classification on February 17, 1993 is in a Targeted Area and who was born on or before December 31, 1942, and has at least 15 years of SERVICE on December 31, 1992. For purposes of this VRI only, the term active employee shall not include an employee of the COMPANY (i) who, on February 17, 1993, is presently receiving benefits under Part B of the Group Life Insurance and Long-Term Disability Plan; (ii) who is on a leave of absence, with or without pay, which began on or prior to August 17, 1992; or (iii) who is a former employee whose ACTUAL RETIREMENT DATE was May 1, 1993, or earlier.

III. Election to Participate

An Eligible Employee must elect to participate in the VRI by submitting a completed and signed VRI enrollment form which is received by a designated COMPANY representative no later than _____, 1993. An Eligible Employee who fails to submit a timely enrollment form shall be deemed to have elected not to participate in the VRI. The election of an Eligible Employee not to participate in the VRI, whether through failure to submit a timely VRI election form or otherwise, shall be conclusive and binding on the employee, employee's spouse, heirs, and assigns.

IV. VRI Benefit

A. Basic VRI Benefit. An Eligible Employee who elects in a timely manner to participate in the VRI shall be entitled to receive a Basic VRI Benefit under the RETIREMENT PLAN equal to the BASIC PENSION benefit formula calculated under Subsection 3.06(a) with the following adjustments:

1. BASIC WEEKLY PAY shall mean the PARTICIPANT'S BASIC WEEKLY PAY on February 17, 1993;
2. SERVICE shall mean the PARTICIPANT'S SERVICE as of last VRI Retirement Date for such Eligible Employee, increased by 3 years.
3. The EARLY RETIREMENT PENSION reduction provisions of Subsection 3.07(b) shall not apply to any Basic VRI Benefit payable under this Special Provision N.

B. A Basic VRI Benefit shall be payable as of the VRI Retirement Date selected by the Eligible Employee and shall be paid as soon as practicable after the applicable VRI Retirement Date. Eligible Employees who elect to participate in the VRI shall not be subject to the age 55 requirement contained in Section 3.08.

C. Section 3.10 of the RETIREMENT PLAN shall control the conditions under which other forms of pension may be substituted for the Basic VRI Benefit. Thus, although a PARTICIPANT is entitled to receive a Basic VRI Benefit, if the PARTICIPANT is married, Subsection 3.10(b) of the RETIREMENT PLAN requires that the Basic VRI Benefit be converted to a MARITAL PENSION, unless the PARTICIPANT'S spouse consents to an alternative form of pension.

D. The Basic VRI Benefit payable under this Special Provision N shall be in lieu of any benefit which might otherwise be payable under the RETIREMENT PLAN.

E. A participant who elects to participate in VRI shall also be entitled to make the elections provided in Sections 3.10 (Forms of Pension), 3.12 (Withdrawal of Participant Contributions on Termination of Employment), 3.13 (Death Benefits), and 3.14 (Facility of Payment).

V. VRI Retirement Dates

At such time as an employee elects to participate in the VRI, he/she shall select a VRI Retirement Date. For purposes of this Special Provision N, a VRI Retirement Date shall mean one of the following:

- A. _____, 1, 1993; or
- B. _____, 1, 1993; or
- C. The first of any month during the period commencing with January 1, 1994; and ending with and including _____, 1, 1995. This Subsection C shall only apply in the event that the COMPANY has a demonstrated business need which requires the retention of the Eligible Employee. The selection of any such VRI Retirement Date subsequent to December 1, 1993, can be made only with the written approval of both of the Company's Executive Vice Presidents.

The VRI Retirement Date selected shall also be the date as of which an Eligible Employee ceases to be an employee of the COMPANY.

VI. Revocation of Election

An Eligible Employee who has elected to participate in the VRI may revoke his/her election, provided, however, that any such revocation shall only be effective if received by the COMPANY on or before _____, 1993, for those Eligible Employees who elected a VRI Retirement Date of _____, 1, 1993; or _____, 1993, for those Eligible Employees who elected a VRI Retirement Date of _____, 1, 1993, or later.

VII. Definitions

- A. Basic VRI Benefit: The benefit calculated under Section IV of this Special

Provision N.

B. Eligible Employee: An employee of the COMPANY who has met the eligibility criteria as set forth in Section II.

C. Targeted Areas:

The following departments and/or sub-departments are eligible for the VRI Benefit:

PHYSICAL AGREEMENT

Materials Distribution
Central Distribution Center
Decoto Pipe Yard and Plant

Customer Services Department

Electric Department
Office
Transmission and Distribution
Maintenance (Telecommunications only)

Gas Department
Transmission and Distribution
Steam Heat
Service
Plant Maintenance
Measurement & Control (Region Gas Control Operators only)

General Services Department

Garage
Warehouse
Building Service
Miscellaneous

Pipe Line Operations Department

Plant Operating
Transmission Operations
General

General Construction

Line Construction (Paint only)
Station, Substation and Hydro

CLERICAL AGREEMENT

Customer Services
Marketing
Region/Division Managers office
Electric Operating
Gas Operating
General Services
Pipe Line Operations
Materials Distribution
Design Drafting
Computer Operations
Reprographics
Mail Services Section
Building Maintenance and Operations

D. VRI: The COMPANY'S Voluntary Retirement Incentive program as set forth in this Special Provision N.

E. VRI Retirement Date: The date selected by an Eligible Employee under Section V of this Special Provision N.

VIII. OTHER BENEFITS

A. Each Eligible Employee may change their medical plan enrollment at the time of VRI enrollment.

B. Company shall apply three years of service added by the VRI formula in determining the application of Section 6. Retirement of an Employee, item (d) of the Medical, Dental, and Vision Benefit Agreement.

C. All Eligible Employees will be automatically paid for Floating Holidays along with any unused vacation as of their VRI Retirement Date.

D. All other employee benefits provided to VRI retirees will remain the same as those offered to regular retirees.

Special Provision N

Explanation: Provides a targeted Voluntary Retirement Plan for employees in certain departments and classifications as of February 17, 1993. Employee must be 50 years old and have 15 years service as of December 31, 1992. Adds three years service and waives early retirement pension reduction.

Note: the dates in this special provision are left blank because they are tied to the date of ratification, which is not yet known.

PART IV
SAVINGS FUND PLAN

4.03 EMPLOYEE CONTRIBUTIONS

(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.

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 15 [14] percent of the participants' Covered Compensation. (Amended 1-1-94)

Remaining language unchanged.

4.03
Explanation: Increases the maximum 401(k) and non-401(k) contribution to 15%

4.04 EMPLOYER CONTRIBUTIONS

(a) Each and every time that participants make 401(k) or Non-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 Contributions eligible for matching Employer Contributions under the provisions of Subsection 4.04(a)(1). The Company shall charge to each Employer its appropriate share of matching Employer Contributions.

(1) Both 401(k) and Non-401(k) Contributions are eligible for matching Employer Contributions. Although a participant may elect to defer up to 15 [14] percent of Covered Compensation to the Plan, the maximum amount of a participant's contributions eligible for matching Employer Contributions shall be one of the following percentages of Covered Compensation: (Amended 1-1-94)

Remaining language unchanged.

4.04
Explanation: Increases the maximum 401(k) and non-401(k) contribution to 15%

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, January 1, 1988, January 1, 1991 and last amended January 1, 1991[14], and herein referred to as the Benefit Agreement, shall continue in effect as amended for the term January 1, 1991[14] to January 1, 1994[18], 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 1/1/94)

6.01
Explanation: Provides for a four year Benefit Agreement.

6.07 Conflict of Law

Any provision of this Agreement which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict.

In the event any provision of this Agreement is suspended or declared inoperative by reason of the operation of this Section, the parties shall meet within 30 days to negotiate a substitute provision which will, as nearly as possible, reflect the intent of the suspended clause in a lawful manner.

6.07
Explanation: Allows for modification of language to conform with Federal or State law, regulation or executive order.

MEDICAL, DENTAL, AND VISION BENEFIT AGREEMENT

SECTION 6. RETIREMENT OF AN EMPLOYEE

(b) Current language unchanged.

Add a second paragraph as follows:

Effective January 1, 1994, Company shall provide a \$15 credit towards Medicare Part B premium for all eligible participants. (Added 1/1/94)

(f) Company will cap the amount it will contribute to the medical premiums, based on the formulas outlined in subsections 6(b), (c), and (d) above, in the year 2000. The cap will be based on the company's health care plan premiums in the year 2000.

Section 6.
Explanation: Increases Company credit to Medicare Part B participants to \$15. Caps the Company's levee to retirees medical premiums at year 2000.

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 and Q. 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 joint agreement between the Company and Union and prior to the first day of [October] August of any year, HMOs may be expanded, [be] added to or deleted from this Agreement, to become effective on the first day of the following calendar year. [If it is determined that an HMO is in financial difficulty or has an enrollment of less than 200 employees/retirees, the Company and Union reserve the right to delete that HMO from this Agreement effective on the first day of the following calendar year.] HMOs should meet the following criteria:

(1) be financially stable

(2) maintain a total enrollment of 200 or more Bargaining Unit employees/retirees or operate in service areas not offered by other HMOs in this agreement.

The Company and Union reserve the right to terminate an HMO in order to comport with the HMO Act of 1973. (Amended 1/1/94)

(b) If an employee elects to be a member of a designated HMO, his Employer shall contribute to the monthly premium for such employee and his or her dependents, if any, up to an amount equal to the premium equivalents it would pay if the employee and his same dependents were covered by the Health Plan provided for in Exhibit C or Q. (Amended 1/1/94) [Amended 1/1/81]

(c) As of the date of this amended Agreement the designated Health Maintenance Organizations are (1) Kaiser Foundation Health Plan (Northern and Southern California), (2) Foundation Health Plan, [(3) Maxicare (continued for present members only),] [(4)] (3) Health Plan of the Redwoods, [(5) Bay Pacific Health Plan] (4) Aetna, Inc., [(6)] (5) Lifeguard, [(7) Heals Plan] (6) Qual-Med, [(8)] (7) Health Net, [(9) Health Plan of America,] and [(10)] (8) TakeCare[, and (11) ValuCare. (Amended 1-1-88)] (Amended 1/1/94)

Section 7.
Explanation: Establishes criteria for HMO's. Changes in HMO carriers take Union and Company agreement. Eliminates Maxicare, Health Plan of America and ValuCare as of 1-1-94.

Section 8. National or State Health Insurance

If a National or State Health Insurance Plan is established by an act of Congress or the California State Legislature, Company and Union shall meet and, to the extent required by such act, adopt a plan to coordinate the benefits of the Plans or alternative Plans provided for in this Agreement with the Plan established by law. [Such coordination shall not provide any benefit or level of benefits which will require the payment by the Employer or any monetary contributions, whether in the form of payroll or other taxes or premiums which are in excess of the Company's share of the then current premiums being paid for the Health Plan provided for in Exhibit C hereof. Such total contributions shall be determined by multiplying the Employer's contribution rate for an employee only, an employee and one dependent and an employee and two or more dependents for such Plan by the number of employees in each category regardless of the plan they belong to and taking the sum of the three products. If the plans are coordinated, as provided herein, Employer shall, for the term of this Agreement, continue to pay its share of the premiums, taxes, etc. required to support such coordinated plans.] (Amended 1/1/94)

Section 8.
Explanation: Removes language not needed.

IBEW LOCAL 1245/PG&E TENTATIVE SETTLEMENT

Section 9. Conflict of Law

Any provision of this Agreement which may be in conflict with any Federal or State Law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict.

In the event any provision of this Agreement is suspended or declared inoperative by reason of the operation of this Section, the parties shall meet within 30 days to negotiate a substitute provision which will, as nearly as possible, reflect the intent of the suspended clause in a lawful manner.

Numbering Changes

- Section [9] (10). Medical Dental and Vision Committee
- Section [10] (11). Employees Eligible for Medicare
- Section [11] (12). COBRA Continuation and ERISA (Amended 1/1/91)
- Section [12] (13). Exhibits (Amended 1/1/91)
- Section [13] (14). Notice - Amendments - Termination
- Section [14] (15). Term

Section 9.

Explanation: Allows for modification of language to conform with Federal or State law, regulation or executive order. New Section with following sections renumbered.

Section 1[4]5. Term

(a) This Medical, 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, January 1, 1988, January 1, 1989 [and] January 1, 1991 and January 1, 1994 shall continue in effect until January 1, 199[4]8, and shall continue thereafter for terms of one year each unless written notice of termination is given by either Union or Company to the other 90 days prior to the then current term. (Amended 1/1/91[14])

Remaining language unchanged.

Section 1[4]5.

Explanation: Provides for a four year Medical, Dental and Vision Benefit Agreement.

EXHIBIT E MAIL SERVICE PRESCRIPTION DRUG PROGRAM (Amended 01/01/94)

SUMMARY OF BENEFITS*

Effective Date

This Plan is effective on March 1, 1991.

Eligibility and Membership

All employees, retired employees, surviving spouses and their dependents who are eligible [for the Blue Cross of California Prudent Buyer Plan] under any PG&E Medical Plan are eligible for membership in this Plan.

[All employees, retired employees, surviving spouses and their dependents who are members of the Blue Cross of California Prudent Buyer Plans are automatic members of this Plan. Coverage for this Plan will begin after timely enrollment in the Prudent Buyer Plan and will begin coincident with coverage in the Prudent Buyer Plan.]

Service Area

Nationwide

Benefits Covered

Prescribed maintenance medications.

How the Plan Works

Members can order prescription drugs from the Plan's vendor either by phone or mail. For initial orders through the Plan, member must send vendor prescription along with copayment. Vendor will fill prescription typically with a 90-day drug supply and mail it via U.P.S. or first class mail.

Level of Coverage

The Company pays [100] 85 percent of the cost of each filled prescription [less the member's copayment]. The per order copayment is [\$8, \$9, and \$10 for 1991, 1992 and 1993 respectively.] 15 percent of the cost of the prescription.

Remaining language unchanged.

Exhibit E

Explanation: Makes Mail Prescription Drug Program available to all Medical plans. Plan pays 85% of the 90 day supply of maintenance drugs.

EXHIBIT I HEALTH PLAN OF THE REDWOODS

SERVICE AREA Geographical area within the boundaries of Sonoma, [and] Marin, Lake and Mendocino counties. (Amended 1/1/94)

Exhibit I

Explanation: Updates contract language.

EXHIBIT M HEALTH NET

SERVICE AREA The geographical area within a radius of 30 miles of any Health Net Participating Medical Group (PMG) within the following counties: Kern, Marin, Napa, Nevada, Placer, Sacramento, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Fresno, Kings, Madera, Tulare and Yolo.

For coverage away from your home area refer to "Out-of-Area" benefit section. (Amended 1/1/94)

Exhibit M

Explanation: Updates contract language.

EXHIBIT O TAKE CARE

SERVICE AREA The geographical area within a radius of 30 miles of any TakeCare Participating Medical Group's main facility within the following counties: Alameda, Contra Costa, Fresno, Madera, Marin, Merced, Napa, Placer, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sonoma, Stanislaus and Yolo. (Amended 1/1/94)

For coverage away from your home area refer to "Out-of-Area" benefit section.

Exhibit O

Explanation: Updates contract language.

VOTE

Ballots for contract ratification will be mailed to Local 1245 members on June 21, 1993. Your completed ballot must be received by Local 1245 no later than 10:00 a.m. on July 19, 1993.

