

LA 12-18-51

# PACIFIC GAS AND ELECTRIC COMPANY

245 Market Street  
San Francisco 6  
SUtter 1-4211

## MEMORANDUM AGREEMENT

The following memorandum contains the mutual agreements of the undersigned parties for settlement of all issues currently in negotiation in connection with the agreement covering General Construction Department physical employees:

1. The present limitation of 180 days on the allowance of expenses and on free board and lodging will be removed as and when the Wage Stabilization Board gives its approval thereto and to other provisions of increased expense allowance hereinafter described.
2. (a) Effective upon approval thereof by the Wage Stabilization Board, the present expense allowance of \$2.50 per calendar day paid to employees assigned to work outside of their residence area shall be increased to \$3.00 per day.  
  
(b) The present limitation of 180 days on the allowance of expenses will be removed, and an employee who qualifies otherwise will be entitled to an expense allowance as long as his services are required on a particular job.  
  
(c) When an employee qualifies for and receives board and lodging at a camp established by Company there shall be no limitation on the length of time he shall receive such board and lodging.
3. Employees who are not receiving either an expense allowance or free board and lodging on the effective date of an increase in expense allowance shall not be eligible for a further or additional allowance until they qualify therefor by moving to a new location.
4. Effective upon approval thereof by the Wage Stabilization Board, a zone having a ten mile radius from the boundaries of an employee's residence area shall be established. An employee who is living in his residence area and who travels daily to a job within such zone shall not be entitled to an expense or travel allowance, but if such employee travels daily to a job beyond such zone he shall be paid an allowance of \$3.00 for each day worked as reimbursement of travel expense.

5. Company and Union will promptly enter into negotiations on an agreement which shall supersede that agreement dated August 1, 1947. Such negotiations shall continue until a new agreement is executed, provided, however, that if a new agreement is not executed within five months from the date hereof, either party may thereafter terminate negotiations by giving thirty days notice of termination to the other party; and provided, further, that if the National Labor Relations Board directs that an election or elections be held in Cases No. 20-RC-1454, 20-RC-1455 or 20-RD-52, negotiations will be suspended during the period between the date on which said Board orders any such election and the date on which said Board issues its certification or other decision therein, and that the period between any such order of elections and the date of any such certification or other decision therein shall serve to extend by an equal length of time the five months period of negotiations herein provided for.
6. When approved by the Wage Stabilization Board, the provisions of paragraphs 1 to 4, inclusive, of this memorandum shall constitute an amendment to Sections 34, 35, and 36 of Article IV of said agreement dated August 1, 1947, and shall without further negotiations be incorporated in the new agreement if one is executed as contemplated in paragraph 5 hereof. However, if said provisions are not approved in whole by the Wage Stabilization Board the parties will include amendments to said Sections in their negotiations.
7. The parties hereto will jointly file an application with the Wage Stabilization Board for approval of those items herein which require said Board's approval before they may be given effect, and will cooperate in making a presentation to said Board in support of such application.
8. Union hereby withdraws that certain letter dated November 27, 1951 in which it gave notice to Company of cancellation of said agreement dated August 1, 1947, and said agreement shall continue in effect as long as the parties are engaged in the negotiations provided for in paragraph 5 hereof, and will not be cancelled unless notice of termination of negotiations is given as provided for in paragraph 5 hereof.

December 18, 1951

PACIFIC GAS AND ELECTRIC COMPANY

By *J. H. Cas*  
Manager, Personnel Department

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, AFL, LOCAL NO. 1245

By *Ronald T. Westley*  
Business Manager

Witness:

*Wayne Kinston*  
U.S. Commissioner of Conciliation