This issue of the UTILITY REPORTER is designed to present the Pacific Gas & Electric Company’s offer of settlement for 1970 negotiations resulting from the bargaining sessions between Local 1245 and PG&E negotiating teams which began on April 28, 1970.

The offer as made on September 3, 1970, was submitted in writing by the Negotiating Committee’s Statement.

Local 1245’s General Negotiating Committee has to date been in session seven months since commencing preparation of its proposed amendments to the current Local 1245—I.B.E.W. and P.G.&E. Company Physical and Clerical Agreements. The foregoing time and work has resulted in the receipt of a written offer of a proposed bargaining settlement from PG&E, Co. This offer is now being submitted for ballot to the members on the P.G.&E. Co. properties by the Executive Board of Local 1245.

Both the Union negotiators and those of the P.G.&E. Company have spent countless hours in work and discussions in an effort to reach an accord.

Local 1245 has invested a considerable amount of time and Union resources on Committee activity, bulletins and membership meetings, to keep the membership informed. All possible effort has been made to provide membership understanding of the negotiating process, to relate what has transpired and to explain what the proposed offer represents.

No committee, acting on behalf of a group, can ever hope to achieve all of the desires of each member of the group. It cannot be expected, either, that all members will be satisfied with all those remarks regarding the disposition of all issues which have been under consideration. However, a committee effort may be acceptable to a majority of those affected when the members collectively consider the results interpreted as a whole.

The Negotiating Committee, as membership representatives and on their behalf, has rejected several proposed offers of settlement made verbally or in writing by the P.G.&E. Negotiators. The Committee has explored numerous and varied combinations of benefits, wages and term in an effort to gain an offer of settlement which could be submitted to the membership for a vote.

The Union’s Committee has not been able to equate the membership desire with that of the P.G.&E.’s original position in all respects. Certain of the Union’s original proposals have not been accepted by P.G.&E. It should also be noted that certain of P.G.&E.’s original proposals have not been accepted by Local 1245 and are not included in the offer of settlement. Adjustments and compromises have been made by both parties where this could be accomplished and the content of the P.G.&E.’s offer represents the result of collective bargaining between two parties with divergent interests and goals.

1245’s Committees has provided improvements well above the Company’s original position by diligently pursuing what it believed to be the issues of major concerns of the membership.

The proposed offer of settlement is being submitted to the membership because it is the belief of the Executive Board that the point has been reached where those being represented have the right to make their own judgment on the worth of the Company’s offer.

The General Negotiating Committee makes no recommendation on rejection or acceptance. Each member can judge the proposed offer in light of its own content.

We would add our plea to that of your Executive Board that all members read, study and evaluate the offer and exercise their Democratic Right and Duty and vote.

UNION TO BALLOT ON PG&E OFFER

This issue of the UTILITY REPORTER carries the full text of

Please send any corrections of name, address or zip code to P.O. Box 4790
Walnut Creek, Calif. 94596

Your Business Manager’s COLUMN

VOTE ON PG&E SETTLEMENT

By RONALD T. WEAKLEY

This issue of the UTILITY REPORTER carries the full text of the offer of settlement resulting from over four months of negotiations between Local 1245 and the Pacific Gas & Electric Company. It is suggested that our PG&E members keep this copy of our paper for use in discussions at meetings as well as a reference for use some time when casting a secret ballot on the question of ratification.

As noted elsewhere in this issue, ballots will be mailed to all PG&E Physical of its content. Members on September 24th. Deadline for return and the beginning of the count will be on October 5th.

I strongly urge full participation in the forthcoming vote in order that whatever the membership decides it will so do in great numbers.

VOTE AS YOU PLEASE BUT PLEASE VOTE!
Union To Ballot On PG&E Offer

(Continued from Page One)

Every single member involved who does not exercise this right is letting some other person make the decision which he or she must abide by, even though he or she has not participated.

The ballots to be mailed on September 24, 1970, and returned by October 5, 1970, so they can be counted immediately thereafter.

Instructions for voting will accompany the ballot and when counted, a majority of all valid ballots cast will determine the outcome of the election as it applies to the separate Physical and Clerical bargaining units.

All members are urged to follow the instructions carefully so that they do not void their ballots. It should be remembered that each void ballot will, in fact, result in the voiding of a valid ballot, which may be contrary to the intent of the void ballot.

The Executive Board must abide by the result of the voting procedure. The ballot is a basic means of determining membership expressions and is most effective when participation is fully realized.

The Board urgently requests that all members perform their union duty by participating in the making of this critical decision and casting a vote in the forthcoming ballot period.

(Include note about the layout of the Company offer is broken into three segments. To determine the provisions of the Clerical Agreement, you should read those portions pertaining to Clerical Only, and those common to both Physical and Clerical. To determine the provisions of the Physical Agreement, you should read those portions pertaining to Physical Only, and those common to both Physical and Clerical.)

### CLERICAL AGREEMENT ONLY

**TITLE 2. RECOGNITION**

**TITLE 12. OVERTIME**

**TITLE 13. WAGES**

**TITLE 16. MEALS**

2.1 For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, Company recognizes Union as the exclusive representative of all office and clerical employees, including meter readers and collectors, in Company's geographical Divisions and in its Materials Distribution Department, General Accounting Department, Responsibility Accounting Department, Data Processing Department, Customer Accounting Department, and Plant Accounting Department for whom the National Labor Relations Board has certified Union as such representative, excluding supervisors, confidential employees, and employees in Company's General Office. Whenever the word “Division” is used hereafter, it may be construed to apply to Departments hereinafter enumerated, and whenever the word “Division Manager” is used hereafter it may be construed to apply to the Department Heads of the Departments hereinafter enumerated, provided the context makes such application reasonable.

**TITLE 12. OVERTIME**

Effective upon ratification, add Section 12.5 to the Clerical Agreement to read as follows:

New Section to provide for a rest period when overtime interferes with a normal sleep period.

12.8 If an employee has worked eight (8) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his regular work day, he shall be entitled to a rest period of eight (8) consecutive hours on the completion of such overtime work.

(a) The time shall be included as part of the eight (8) hours worked at the overtime rate in such sixteen (16) hour period any travel time and meal time to which the employee is entitled when emergency or rearrangement work is performed, except that the time taken during such overlap for any meal to which he is entitled on dismissal shall be paid for at the overtime rate.

(b) If the employee is called back to work during his eight (8) hour rest period, a new rest period will commence at the conclusion of such work.

(c) If the eight (8) hour rest period in whole or in part overlaps the employee’s regular work hours, he will receive pay at the rate for the full work day.

(d) If the employee performs the duties of a higher classification for a full work day.

(e) If the employee performs one and one-half (1½) hours beyond an eight (8) hour work period shall be paid at his regular rate. If such assignment lasts for the full work day or more, he shall be paid for the time worked in the higher classification at the highest wage rate of the following:

1. The first step of the wage progression of such classification which is higher than his present wage rate, or

2. The wage step in the higher classification determined by the time rate previously accumulated in such higher classification, as provided in Section 13.7.

(f) The top rate of pay such higher classification if it has been previously denoted from a clerical classification having a higher wage rate than the classification to which he has been temporally assigned.

**TITLE 13. WAGES**

Effective upon ratification, Section 13.4 of the Clerical Agreement shall be amended to read as follows:

Modified to provide pay for temporary upgrades in a higher classification when the employee performs the duties of a higher classification for a full work day.

13.4 An employee who is temporarily assigned to perform the duties of a classification having a higher maximum wage rate for less than the full work day shall be paid at his regular rate. If such assignment lasts for the full work day or more, he shall be paid for the time worked in the higher classification at the highest wage rate of the following:

(a) The first step of the wage progression of such classification which is higher than his present wage rate, or

(b) The wage step in the higher classification determined by the time rate previously accumulated in such higher classification, as provided in Section 13.7.

(c) The top rate of pay such higher classification if it has been previously denoted from a clerical classification having a higher wage rate than the classification to which he has been temporarily assigned.

**TITLE 16. MEALS**

Effective upon ratification, Section 16.2 and Section 16.3 of the Clerical Agreement shall be amended to read as follows:

Incorporates additional meal provisions for work periods outside of normal work hours beyond 1½ hours and on non-work days.

16.2(a) If Company requires an employee to perform work for one and one-half (1½) hours or more beyond his regularly scheduled eight (8) hour work period, it shall provide him with a meal approximately one and one-half (1½) hours after regular quitting time and with a second meal at the end of five (5) hours except if it is known that work will continue for more than five (5) hours after his first meal he shall be entitled to meals at approximately four (4) hours but not more than five (5) hours for as long as he continues such work. The cost of any such meal and the time necessarily taken to consume same shall be at Company expense. When a meal is taken at Company expense following dismissal from work, the time allowance therefore shall be one-half (½) hour.

(b) A part-time employee who has performed work for 1½ hours or more beyond his regularly scheduled work period shall be entitled to a meal and the time in which to eat it at the straight rate of pay, up to one-half (1½) hour, upon dismissal provided he has performed work for five (5) hours since he reported for work or his last meal period. Work performed one and one-half (1½) hours beyond an eight (8) hour work period shall be compensated in accordance with (a) above.

(Continued on Page Three)
(Continued from Page Two)

(c) When a part-time employee is called to work in advance of his regular starting time, for training purposes, his regular and usual meal practices shall prevail.

18.3 (a) When an employee, at the request of the supervisor in charge, is required to perform work on non-working days outside the hours established as his work hours on work days, he shall observe the lunch arrangements which prevails on his work days. If such work continues after his regular work hours, Company shall provide a meal in accordance with the provisions of Subsection 18.2(a) or (b), whichever is applicable.

(b) If the Company requires an employee to perform work on his non-work days wholly outside of the hours established as his work hours on a work day, it shall, if possible, provide him with a meal at intervals of approximately five (5) hours for as long as such work continues.

(c) If Company requires an employee to perform work on work days starting two (2) hours before or work hours after his regular work hours, an employee continues to work into regular work hours, he shall provide for one meal on the job and Company shall provide other meals as required by the duration of the work period, but if such work starts less than two (2) hours before regular work hours, the usual meal arrangements shall prevail.

(d) If in any of the foregoing cases Company does not give an employee an opportunity to eat a breakfast or a lunch before reporting for work, it shall provide such meal for him. The meals provided for in this Section shall be eaten at approximately the usual times therefor and the usual practice relating to lunch period on work days shall prevail.

COMMON TO BOTH PHYSICAL AND CLERICAL AGREEMENTS

TITLE 111 (P) and TITLE 8 (C)—Clerical—Definitions

111.1 (8.1—Clerical)—Definitions

(a) Eligibility: The provisions of this Title apply only to regular employees.

(b) A Regular Employee is an employee who has fulfilled the requirements of Sections 210.3, 310.3 and 310.4 (Section 21.3—Clerical) of this Agreement.

(c) Earned Annual Vacation Allowance is the number of paid vacation days which an employee has earned in the previous calendar year. The number of paid vacation days will be determined by the straight-time days worked in the preceding calendar year and years of employment.

(d) An employee will complete the first year of continuous Company employment 365 calendar days from his latest employment date unless the employee was absent from work during that period for more than a cumulative total of twenty-two (22) work days for any reason other than an industrial injury for which he is paid supplemental benefits under the provisions of Title 108 (Title 23—Clerical) of this Agreement. If such absences exceed twenty-two (22) cumulative work days, attainment of the "first year of continuous Company employment" will be delayed by each work day he was absent. A holiday on which an employee is not required to work will not be counted as a "work day" for this purpose.

111.2 (8.2—Clerical)—Vacation Allowance

(a) A regular employee, who completes his first year of continuous Company employment in the calendar year following his latest employment date, shall be entitled to vacation with pay in accordance with the following table:

<table>
<thead>
<tr>
<th>Employment Date:</th>
<th>to inclusive</th>
<th>Days of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1</td>
<td>February 3</td>
<td>10</td>
</tr>
<tr>
<td>February 4</td>
<td>March 9</td>
<td>10</td>
</tr>
<tr>
<td>March 10</td>
<td>April 12</td>
<td>7</td>
</tr>
<tr>
<td>April 12</td>
<td>May 14</td>
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<tr>
<td>May 15</td>
<td>June 16</td>
<td>7</td>
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<tr>
<td>June 17</td>
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<td>7</td>
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<tr>
<td>July 20</td>
<td>August 21</td>
<td>4</td>
</tr>
<tr>
<td>August 22</td>
<td>September 23</td>
<td>3</td>
</tr>
<tr>
<td>September 24</td>
<td>October 27</td>
<td>1</td>
</tr>
<tr>
<td>October 27</td>
<td>November 28</td>
<td>0</td>
</tr>
</tbody>
</table>

(1) A regular employee who completes his first year of continuous Company employment shall be entitled to a vacation of fifteen work days and in each year thereafter, a regular employee shall be entitled to a vacation of fifteen work days with pay.

(b) In the second calendar year and in each year thereafter, up to and including the twentieth calendar year following his latest employment date, a regular employee shall be entitled to a vacation of fifteen work days with pay.

(c) In the tenth calendar year and in each year thereafter, up to and including the nineteenth calendar year following his latest employment date, a regular employee shall be entitled to a vacation of fifteen work days with pay.

(d) In the twentieth calendar year following his latest employment date and in each year thereafter, a regular employee shall be entitled to a vacation of fifteen work days with pay.

(e) As used in this Title, "employment date" means the latest date on which an employee began a period of employment with Company which has been uninterrupted by layoff for more than one year, or by termination of employment for any other reason.

111.3 (8.3—Clerical)—Service Anniversary Vacation

In the fifth (5th) calendar year following his employment date and in each (fifth) calendar year thereafter, Company shall grant each employee a service anniversary vacation of five (5) work days. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 111.2 above, to which the employee may be entitled in the calendar year in which he acquires the right to all or any part of the service anniversary vacation unless he works in the calendar year in which it is granted. Such vacation, as herein provided, vests on the first day of each of the calendar years in which he qualifies for a service anniversary vacation, and must be taken in that calendar year. (The provisions of this Section shall not apply to part-time employees.)

111.4 (8.4—Clerical)—Regular Part-Time Employees

A regular part-time employee shall earn an annual vacation allowance as determined in the foregoing Section 111.2 (8.2—Clerical), but such allowance will be based on the ratio of the total straight-time hours worked by him in a year to 2,680 hours.

111.5 (8.5—Clerical)—Forfeiture of Vacation

(a) If at any time after his first year of continuous Company employment (except as provided in Subsection 111.2(a) (1) (8.2(a) (1)—Clerical) above) an employee is absent for twenty-two (22) consecutive work days or more
in any calendar year by reason of leave of absence or layoff without pay for any reason, or for sixty-six (66) consecutive work days or more in any calendar year by reason of industrial disability, he shall in the following calendar year work beyond January 15th and at such time as not to interfere with the regular vacation schedules of the employees at a headquarters, the number of employees within a classification at a headquarters or within a Division or the number of employees within a combined group of classifications at a headquarters or within a Division shall not be less than one hundred (100) employees and if such event there shall be a separate sign-up schedule for such group and a vacation schedule shall be prepared for each group giving effect where possible to the scheduling of employees in order of their Company seniority within the group designated.

(3) If an employee elects to divide his annual vacation into two or more periods on a sign-up schedule, the vacation pay thereto, such employee shall be given preferential consideration over other employees in his selection of only one of such periods until all other employees within the group have indicated their first choice of a vacation period. Where more than one employee in a headquarters or group desires to divide his vacation into two or more periods on a sign-up schedule, there shall be subsequent sign-ups as required for selection of open periods not filled by the previous sign-ups. Sign-ups for additional periods shall be conducted in the same manner with the senior employee having his choice of vacation periods not yet selected.

3. MATERNITY LEAVES OF ABSENCE

Add Subsection 101.2(b) (Physical Agreement) and revise Subsection 6.2 (b) (Clerical Agreement) to read as follows:

Provides an employee with the right to return to her former classification and headquarters after a maternity Leave of Absence.

(b) At an employee's request, maternity "leaves of absence" for a period not to exceed six (6) months shall be granted under the provisions of this Section. Upon the granting of a maternity leave, Company may consider her position vacant and fill it under the applicable provisions of Title 205 (Title 101 (Physical) and Title 18 (Clerical)). After the period of absence, the employee shall be given priority in reemployment. In the event of her resignation during the period of maternity leave, the employee shall be entitled to any earned vacation time in accordance with the provisions of this Section.
Delete Section 206.6.
19.1(a)(3) displacement due to the return of an employee from “leave of absence” for Union business, maternity, or military service, and
Revise Clerical Subsection 18.8(a) by deleting references to Section 18.10 to read as follows:
18.8(a) Bids made by employees who are entitled to preferential consideration under Section 19.7.
Delete Section 18.10 in its entirety.

September 1, 1970

Local Union No. 1245, International Brotherhood of Electrical Workers, AFL-CIO
P. O. Box 4799
Walnut Creek, California 94596
Attention: Mr. Ronald T. Weakley, Business Manager

Gentlemen:
Submitted below is Company’s understanding of an oral agreement reached between Company and Union during the recent negotiations.

Everyone on Union’s General Negotiating Committee, Union’s Review Committee, Union’s Executive Board, Union’s Advisory Council, Union’s Safety Committee, and employees who are Union Officers or are engaged in group meetings relative to negotiations or special meetings with Company, when absent from work at Union’s request and with Company’s permission, to perform duties pertaining to official Union business and its relationship with Company, shall be carried on Company’s payroll and shall be paid by Company as if they had not been absent from their regularly assigned jobs. This will enable such employees to continue their contributions to the Company’s Retirement and Savings Fund Plans, to receive the benefits of Company’s contributions to said Plans, and to accrue seniority. However, Union will be billed for the time these employees spend away from their regularly assigned jobs and shall reimburse Company for said time.

The parties hereto hereby recognize and agree that time spent by an employee in the performance of the above-described Union duties shall not be considered to be within the course and scope of such employee’s employment with Company.

A leave of absence granted under the provisions of Section 101.6 of the Physical Agreement and Section 6.6 of the Clerical agreement shall continue to be administered as in the past and shall not be affected by this agreement.

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 Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY
Manager of Industrial Relations

LOCAL UNION NO. 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
1970

TITLE 103 (Physical) TITLE 14 (Clerical)

Holidays

Effective January 1, 1971, amend Sections 103.1 (Physical) and 14.1 (Clerical) to read as follows:

Adds one additional holiday and changes three holidays to Mondays.

103.1 (14.1—Clerical) Only regular employees who are not on a “leave of absence” and who:
(a) are paid for the work days immediately before and after the holiday,
or
(b) are off work with permission, but without pay, for reasons of illness or disability, on the work days immediately before and after the holiday,
or
(c) are paid for the work day either before or after the holiday but are off work with permission without pay on the other day shall except as provided in Section 103.6 be entitled to have the following holidays off with pay when they fall on a work day in his basic workweek:
New Year’s Day (January 1)
Washington’s Birthday (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Veterans’ Day (4th Monday in October)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25)
Employee’s Birthday (See Sections 103.2 (14.2—Clerical)

Amend Sections 103.2 (Physical) and 14.2 (Clerical) to read as follows:

103.2 (14.2—Clerical) (a) Except as provided in Subsection (b) hereof, an Employee’s Birthday shall be the work day immediately preceding his next scheduled non-work day which next follows his birthday.
(b) An employee by written agreement with his immediate supervisor not in the bargaining unit may elect to take another day off for his Birthday. Such agreement must be reached at least thirty (30) days in advance of his birthday.
(c) If an employee’s Birthday as defined in Subsection (a) hereof falls on another holiday, the work day immediately preceding the other holiday will be considered as the Employee’s Birthday Holiday.
(d) If an Employee’s Birthday falls on February 29, the last day of February will be considered as his birthday.

Amend Sections 103.3 (Physical) and 14.3 (Clerical) to read as follows:

103.3 (14.3—Clerical) When any of the above holidays falls on a Sunday the Monday following shall be observed as the holiday.

TITLE 206 (Physical)
TITLE 19 (Clerical)

RELATIONSHIP EXPENSE

Amend Section 206.8 of the Physical Agreement and Section 19.10 of the Clerical Agreement to read as follows:

206.8 (19.10—Clerical) When an employee is displaced under the provisions of this Title because of lack of work at his headquarters, and his new headquarters is beyond commutable distance from his residence, Company shall reimburse him for the reasonable costs incurred in connection with moving his household in a sum not to exceed $500.

“Beyond commutable distance” as used above, shall mean a new headquarters located more than forty-five (45) minutes or thirty (30) miles from his present residence.

TITLE 206 (Physical)
TITLE 19 (Clerical)

DEMONSTRATION AND LAYOFF PROCEDURE

Amend Subsections 206.9(a) and (b) by deleting the word “posted” from the reference “Bids made by employees who formerly worked in such posted job classification.

LABOR AGREEMENT INTERPRETATION

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

TITLE 206—Demonstration and Lay Off Procedure—Physical Agreement

TITLE 19—Displacement, Demonstration and Layoff—Clerical Agreement

Reasonable costs as provided in Sections 206.8 and 19.10 of the Clerical Agreement shall include and are restricted to:
1. Transportation of the employee and his immediate family to the new headquarters.
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. 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
Its Business Manager
For Company
Its Manager of Industrial Relations

Date

TITLE 209 (Physical)
TITLE 309 (Physical)
TITLE 7 (Clerical)

SICK LEAVE

Add Sections 209.15 and 309.14 to the Physical Agreement and Section 7.16 to the Clerical Agreement, each to read as follows:

209.15 (309.14—Clerical) By written agreement between the Company and the Union and on an individual basis, an employee who qualified for and received benefits under provisions of the Long Term Disability Plan of the Benefit Agreement between the Company and the Union may be returned to active service.

TITLE 106 (Physical)
TITLE 17 (Clerical)

EDUCATIONAL ASSISTANCE

Add Exhibit I, Physical Agreement, and Exhibit B, Clerical Agreement, to read as follows:

EXHIBIT I (Physical Agreement)
EXHIBIT B (Clerical Agreement)
EDUCATIONAL ASSISTANCE

Add Exhibit I, Physical Agreement, and Exhibit B, Clerical Agreement, to read as follows:

A. Any regular full-time employee on the active payroll of the Company, except employees in an apprentice classification covered by the provisions of the Master Apprenticeship Agreement, is eligible to participate in the plan.

B. The course for which refund is sought must have direct application to the employee’s present job, or his present line of progression, and should include definite future benefit to the employee and the Company. Excluded are recreational, hobby, and any other courses not in conformity with this provision. Only courses taken at a Western College Association
COMMON TO BOTH PHYSICAL AND CLERICAL AGREEMENTS

(Continued from Page Five)

(Title 500)

TITLE 500 (Physical)

TERM

Amend Section 500.1 (Physical) to read as follows:

500.1 This Agreement, having taken effect as of September 1, 1970, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term July 1, 1970, to June 30, 1971, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other sixty (60) days prior to the end of the then current term.

Amend Section 24.1 (Clerical) to read as follows:

24.1 This Agreement, having taken effect as of September 1, 1970, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term July 1, 1970, to June 30, 1971, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other sixty (60) days prior to the end of the then current term.

Amend Section 500.3 (Physical) to read as follows:

500.3 (a) Effective July 1, 1971, the wage rates established in Exhibit X of this Agreement shall be increased not less than six percent (6%) and not more than ten percent (10%). The amount of the increase shall be based on the BLS Consumer Price Index for the United States—all cities—for the month of May, 1971, in accordance with the following table:

<table>
<thead>
<tr>
<th>Wage Increase</th>
<th>Index for May, 1971</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 141.1</td>
<td>0%</td>
</tr>
<tr>
<td>141.1 through 141.7 inclusive</td>
<td>6%</td>
</tr>
<tr>
<td>141.8 through 142.3 inclusive</td>
<td>10%</td>
</tr>
<tr>
<td>142.4 and above</td>
<td>15%</td>
</tr>
</tbody>
</table>

The foregoing index numbers are based on 1957-1959 = 100, “New Series,” as revised January, 1964.

(c) Notwithstanding the provisions of Section 24.1, either party may reopen this Agreement with respect to the sole subject of wages by giving written notice of such reopening to the other party thirty (30) days prior to July 1, 1972.

Amend Subsections 24.2 (b) and (c) (Clerical) to read as follows:

24.2 (b) Effective July 1, 1971, the wage rates established in Exhibit F of this Agreement shall be increased not less than six percent (6%) and not more than seven and one-half percent (7 1/2%). The amount of the increase shall be based on the BLS Consumer Price Index for the United States—All Cities—for the month of May, 1971, in accordance with the following table:

<table>
<thead>
<tr>
<th>Wage Increase</th>
<th>Index for May, 1971</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 141.1</td>
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<tr>
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<td>141.8 through 142.3 inclusive</td>
<td>10%</td>
</tr>
<tr>
<td>142.4 and above</td>
<td>15%</td>
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</tbody>
</table>

The foregoing index numbers are based on 1957-1959 = 100, “New Series,” as revised January, 1964.

(d) Notwithstanding the provisions of Section 24.1, either party may reopen this Agreement with respect to the sole subject of wages by giving written notice of such reopening to the other party thirty (30) days prior to July 1, 1972.

Local Union No. 1245
International Brotherhood of Electrical Workers, AFL-CIO
P.O. Box 4796
Walnut Creek, California 94596
Attention: Mr. Ronald T. Weakley, Business Manager

Gentlemen:

Pursuant to the September 3, 1970 bargaining table settlement of negotiations for this year, Company proposes to establish a Dental Care Plan which will be effective July 1, 1971. The Plan will be wholly paid for by Company and will provide dental care benefits for all regular employees who are members of the International Brotherhood of Electrical Workers, AFL-CIO.

The Plan will incorporate the dental service provisions of Program I.C.1 of the proposal submitted to Union on August 24, 1970 by the California Dental Service—Actuarial and Research Department, but may not necessarily be underwritten or administered by California Dental Service.

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 Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By

Manager of Industrial Relations

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

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

September 8, 1970

DENTAL CARE PLAN

Basic Provisions

The fully Company paid Dental Care Plan, effective July 1, 1971, will cover all regular employees in classifications represented by Local 1245, I.B.E.W., and their dependents.

Each year a plan member and his dependents will be required to pay the first $25.00 of dental service fees per individual, but not more than $50.00 for each family, before payments will be made by the Plan. After the Plan has paid 50% of the dental fees incurred for covered services up to a maximum of $1,000.00 per year for each member and each dependent, excluding orthodontic care or treatment.

Services

Preventive—Provides all the necessary procedures to prevent the occurrence of oral disease. These services include: prophylaxis once every six months; topical application of fluoride solutions; and space maintainers.

Oral Surgery—Provides all the necessary procedures for extractions and other oral surgery including pre- and post-operative care.

Restorative Dentistry—Provides all the necessary procedures for amalgam, synthetic porcelain and plastic restorations. Gold restorations, crowns and jackets will be provided when teeth cannot be restored with the above materials.

Endodontics—Provides all the necessary procedures for pulpal therapy and root canal filling (treatment of non-vital teeth).

Periodontics—Provides all the necessary procedures for treatment of the tissues supporting the teeth.

Prosthodontics—Provides bridges, partial and complete dentures.

Exclusions—(1) Services for injuries or conditions which are compensable under Workmen’s Compensation or Employers’ Liability Laws.

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APPLICATION

Section 100.1 of the Physical Agreement shall be amended to read as follows:

100.1 The provisions of Part I of this Agreement shall apply to (a) operation, maintenance, and construction employees in each of Company's geographical Divisions (excluding clerks in the office of the General Division foreman) and in its Pipe Line Operations Department, Materials Distribution, and the Communication and Building Departments of the General Office and (b) employees who are employed on projects where the work is done by independent contractors.

Amend Section 301.4 in part to read as follows:

301.4 Subject to the provisions of Section 301.1, an employee who provides his own board and lodging shall be entitled to expense allowance as follows:

- for the following:
  - to do so, the word “Division” shall be construed to include and apply to the subdivisions enumerated hereinabove, and the words “Division Manager” shall be construed to include and apply to the heads of such subdivisions.

TITLE 104. MEALS

Amend Section 104.12 to read as follows:

104.12 The provisions of this Title shall apply to shift employees, except that where it is not practicable for Company to provide meals on the job for such employees as herein provided, they shall provide their own meals and Company shall reimburse them for the cost thereof not to exceed two dollars ($2.00) for each meal.

TITLE 301. EXPENSES

To be effective on the date of ratification.

Amend Subsection 301.13(a)(3) effective on future projects to read as follows:

(3) Notwithstanding any other provisions contained in this Title, an employee who is transferred to a steel or hydroelectric generating plant project, and who at the time of such transfer, or thereafter, files a Class A Residence Certificate to establish a new principal place of abode situated so that the location he reports for work on the project is outside his new Residence Area but within fifty road-miles from his home, shall be eligible for the established per diem expense allowance only for a period not to exceed fifty-two (52) consecutive weeks (364 days) from his starting date at such location, and the provisions of such subsection shall not apply.

Amend Subsection 301.11 to read as follows:

301.11 When an employee is transferred to a job at a location other than his usual place of abode, he shall be compensated for time actually spent in traveling to such new location, exclusive of stopovers, in no case less than one (1) hour for each forty-five (45) miles or portion thereof traveled, such compensation to be paid at the straight rate of pay for the work he will perform at the new location. When transportation facilities are not furnished by Company or other mode of transportation is not authorized in advance, reimbursement of transportation expense at ten cents (10¢) per mile shall be made.

TITLE 305. JOB BIDDING AND PROMOTION

Amend Subsection 305.13(a) to read as follows:

Title 600.13 The lines of progression applicable to certain employees in Construction promotion-demotion geographic areas, which is attached hereto, made a part hereof, and marked Exhibit VI-M. A committee to establish lines of progression as stated above shall report no later than July 1, 1971.

EXHIBIT II

CIVIL-HYDRO CONSTRUCTION

PROMOTION-DEMOTION GEOGRAPHIC AREAS

For Use with Subsections 305.13(a) and 600.13(a)

1) Humboldt, and North Bay Divisions
2) Drum and Sacramento
3) Shasta, De Sable, Colgate
4) San Francisco
5) East Bay
6) Stockton
7) San Jose
8) Coast Valleys
9) San Joaquin

(Continued on Page Eight)
FIELD OFFICE OPERATIONS
Promotion-demotion area systemwide
LINE CONSTRUCTION
1) Humboldt, North Bay, and San Francisco Divisions
2) Shasta, De Sabla, Colgate, Drum, Sacramento, and Stockton
3) East Bay and San Joaquin
4) San Joaquin and Coast Valleys

General Exception: Paint Section, promotion-demotion area systemwide

GENERAL CONSTRUCTION SERVICES
1) Humboldt, North Bay, and San Francisco Divisions
2) Shasta, De Sabla, Colgate, and Drum
3) Sacramento
4) East Bay
5) San Jose and North Coast Valleys (San Benito and Monterey Counties)
6) San Jose and South Coast Valleys (San Luis Obispo and Santa Barbara Counties)

STATION CONSTRUCTION
1) Humboldt, North Bay, and San Francisco Divisions
2) Shasta, De Sabla, and Colgate
3) East Bay
4) Drum, Sacramento, and Stockton
5) San Jose and North Coast Valleys (San Benito and Monterey Counties)
6) San Joaquin and South Coast Valleys (San Luis Obispo and Santa Barbara Counties)

EXHIBIT VI-L
DIVISION ELECTRIC DEPARTMENTS
CARTMAN CLASSIFICATIONS
Gradually eliminate the Night Cartman and the Cartman classifications. An employee currently in either of these classifications will be reclassified to Apprentice Cable Splicer if he qualifies by meeting the entrance requirements for such apprenticeship. If he is successful, he will be placed at the starting step and time worked in the Cartman or Night Cartman classification until such time that he (1) can meet the requirements of the apprenticeship and at the time be reclassified to Apprentice Cable Splicer, or (2) is a successful bidder to another classification under the provisions of Title 206 with bidding rights the same as established previous to this change.

NOTES ON CABLE SPICER DEFINITION
NOTE: A pre-bid within a Division or an application for transfer between Divisions to Apprentice Cable Splicer if he qualifies by meeting the entrance requirements for such apprenticeship. If he is successful, he will be placed at the starting step and time worked in the Cartman or Night Cartman classification until such time that he (1) can meet the requirements of the apprenticeship and at the time be reclassified to Apprentice Cable Splicer, or (2) is a successful bidder to another classification under the provisions of Title 206 with bidding rights the same as established previous to this change.

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