

UNION TO BALLOT ON PG&E OFFER

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

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 P.G.&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 total acceptance will be gained from all those represented 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 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 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.

Local 1245's Committee 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 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.

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

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

(Name)

(Street Address)

(City)

(State and Zip Code)

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 at home when casting a secret mail ballot on the question of ratification.

As noted elsewhere in this issue, ballots will be mailed to all PG&E Physical and Clerical 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 do so in great numbers.

VOTE AS YOU PLEASE BUT PLEASE VOTE!

PG&E to Local 1245 by letter of September 9, 1970, and is reprinted in its entirety, along with certain explanatory notes set forth by Local 1245's General Negotiating Committee.

Each and every member covered by the current PG&E Physical and Clerical Agreements is urged to study carefully the content of the Company's offer as printed in this issue of the paper and to write down any specific questions which he or she feels require review in greater detail.

Such questions can be presented for discussion at explanatory meetings which are being held for that purpose where possible prior to return of the ballots. All affected members are urged to keep a copy of this issue of the UTILITY REPORTER for reference when they ballot as well as for the general information it contains, regardless of the outcome of the vote.

All members are being afforded an opportunity to exercise the democratic right to choose a course of action in accordance with the wishes of the majority who participate.

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Local Union No. 1245, International September 9, 1970

Brotherhood of Electrical Workers, AFL-CIO
P.O. Box 4790

Walnut Creek, California 94596

Attention: Mr. Ronald T. Weakley, Business Manager

Gentlemen:

This letter and the attachments constitute Company's understanding of the settlement reached on September 3, 1970, between the Company's Negotiating Committee and the Union's Negotiating Committee for the 1970 general negotiations. Items of agreement not covered in the attachments are as follows:

1. Company will grant a general wage increase of 7½%, effective upon the date of ratification, and retroactive to July 1, 1970, for those employees who are still on the payroll on the date of ratification, and remain on the payroll for ten days thereafter, or who retired under the provisions of Company's Retirement Plan, or who died during the retroactive period. The general wage increase effective July 1, 1971, is described in the attachment to this letter under Titles 500 and 24 "Term."
2. Effective January 1, 1971, the benefit schedule of the California Blue Shield Plan which is currently available to employees as the Pacific Service Employees Health Plan will be changed from a \$5.00 Relative Value Schedule to a "usual, customary, and reasonable" schedule. The \$7,500 income test will be removed. Company will continue to pay 75% of the premiums.

* See page eight for explanation.

3. In addition to those Committees which are listed in the attachments to this letter, the following Committees, and others which the parties may from time to time establish, will continue discussions and endeavor to reach agreements in their specific areas of concern during the contract term: Traveling Maintenance Crew, Gas Measurement and Control Department, Gas Service Department, Materials Department, and Contract Language Revisions (Agreement changes adopted by this Committee will take effect 60 days from the date adopted, if not previously canceled by either party).
4. By letter agreement to be effective upon the date of ratification, the Night Fitter in Oakland will be reclassified to Gas Repairman.
5. By letter agreement to be effective upon the date of ratification, the classifications and wage rates of General Construction camp classifications will be modified as provided in the Company's written proposal of August 6, 1970, with the following notes:
Cook D—amend to read "when cooking for a group of up to 22 men."
Kitchen Helper A—(Head Kitchen Helper or only Kitchen Helper).
Kitchen Helper B—(When assisting a Kitchen Helper A).
6. As soon as practicable, but in any event prior to December 31, 1970, Company will supply Union with a list of hand tools (if any) which employees in each classification are required to provide.

* See page six for explanation.

7. It is our understanding that the policy with respect to the division of work between line crews and underground crews (Linemen and Cable Splicers) which has been agreed to for the Division Electric Transmission and Distribution Departments will also apply to the General Construction Line Department.
8. Effective July 1, 1970, and July 1, 1971, East Bay Distribution Operators whose wage rates are presently "red circled" will receive a wage increase of \$3.70 per week, provided they are not performing relief duties. The wage increases of such employees who are performing relief duties will be \$5.20 per week each year. The foregoing presumes a 6% general wage increase in July, 1971, and is therefore subject to adjustment at that time.

If any of the foregoing or attachments do not conform with your understanding of our settlement, please let me know immediately.

Yours very truly,
I. WAYLAND BONBRIGHT
Manager of Industrial Relations

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 are scheduled 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 votes cast will determine the outcome of the decision 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 doubling the value of a valid ballot cast, 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 balloting period.

(Please note 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.)



the utility reporter

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WHAT IT MEANS

WHERE AN EXPLANATION IS NECESSARY, IT WILL APPEAR IN THIS MANNER.

CLERICAL AGREEMENT ONLY

- TITLE 2—RECOGNITION
- TITLE 12—OVERTIME
- TITLE 13—WAGES
- TITLE 16—MEALS
- TITLE 18—JOB BIDDING, PROMOTION AND TRANSFER
- EXHIBIT A—LINES OF PROGRESSION
- EXHIBIT F—WAGE RATES

TITLE 2. RECOGNITION

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 hereinafter, it may be construed to apply to Departments hereinabove enumerated, and whenever the word "Division Manager" is used hereinafter it may be construed to apply to the Department Heads of the Departments hereinabove enumerated, provided the context makes such application reasonable.

TITLE 12. OVERTIME

Effective upon ratification, add Section 12.8 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 hours on a work day, he shall be entitled to a rest period of eight (8) consecutive hours on the completion of such overtime work.

- (a) There 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 prearranged work is performed, except that any travel time and meal time to which he is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight (8) hour rest period.
- (b) Hours worked prior to any eight (8) hour rest period in which the employee does not work shall not be included in computing another period of overtime 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 straight rate for the extent of the overlap, 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.
- (d) 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.
- (e) (1) If the rest period overlaps his regular work hours but does not extend into the second half of his work day, the employee may be excused from reporting for work until the beginning of the second half of his work day, and in such event he will be paid for the time between the expiration of the rest period and the end of the first half of his work day.
(2) If the rest period extends into the second half of his work day, the employee may be excused from reporting for work

until the following work day, and in such event he will be paid for the time between the expiration of the rest period and his regular quitting time on such day.

- (3) In the application of the foregoing, an employee, unless otherwise instructed, shall be deemed to be excused from reporting to work for the period between the end of his rest period and the reporting time as designated by the applicable subdivision.

- (f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a work day without having had a rest period of eight (8) consecutive hours, in which event he shall be paid at the overtime rate for all work performed until he has been relieved from duty for at least eight (8) consecutive hours.

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 previously accumulated in such higher classification, as provided in Section 13.7, or
- (c) the top rate of pay of such higher classification if he has previously been demoted 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 (½) 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.

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CLERICAL AGREEMENT ONLY

(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.

16.3(a) When an employee, at the request of the supervisor in charge, is required to perform work on non-work days during the hours established as his work hours on work days, he shall observe the lunch arrangement which prevails on his work days. If such work continues after his regular work hours, Company shall provide him with a meal in accordance with the provisions of Subsection 16.2(a) or (b), whichever is applicable.

(b) If the Company requires an employee to perform work on his non-work day or work day 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 or more before regular work hours and such 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 prepare 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.

TITLE 18. JOB BIDDING, PROMOTION AND TRANSFER

Section 18.2 of the Clerical Agreement shall be amended by the addition of Subsection 18.2(c) as follows:

Provides an employee in a beginner's classification will have the right to pre-bid three years after his employment date, if he passes the Clerical Employment Test Battery.

18.2(c) For bidding from a beginner's classification as noted in Subsection 18.5(c), or from a classification which is considered together with a beginner's classification as noted in the line(s) of progression, any employee in such classification who has passed the clerical "Employment Test Battery" will be considered as being at the top rate of the next lower classification three (3) years after his employment date.

EXHIBIT A

LINES OF PROGRESSION

The parties will refer to a subcommittee the problems which have developed over the present lines of progression. The subcommittee shall be instructed to further delineate functional lines of progression and develop sequences from one classification to another in each of which a related type of work or activity is performed, and where the lower classification provides training for the higher. Said committee report shall be due on or before July 1, 1971.

EXHIBIT F

WAGE RATES

Effective upon ratification, modify the wage rate of the Mail Clerk Driver to correspond to the wage rate of the Light Truck Driver in the Physical Unit.

COMMON TO BOTH PHYSICAL AND CLERICAL AGREEMENTS

TITLE 111(P) and TITLE 8(C)—VACATIONS
TITLE 101(P) and TITLE 6(C)—LEAVE OF ABSENCE
TITLE 206(P) and TITLE 19(C)—DISPLACEMENT, DEMOTION AND LAYOFF
TITLE 18(C)—JOB BIDDING, PROMOTION AND TRANSFER
TITLE 101(P) and TITLE 6(C)—LEAVE OF ABSENCE
TITLE 103(P) and TITLE 14(C)—HOLIDAYS
TITLE 206(P) and TITLE 19(C)—DISPLACEMENT, DEMOTION AND LAYOFF
LABOR AGREEMENT INTERPRETATION—Relocation Expenses
TITLE 209(P), TITLE 309(P) and TITLE 7(C)—SICK LEAVE
TITLE 106(P) and TITLE 17(C)—SENIORITY
EXHIBIT I(P) and EXHIBIT B(C)—EDUCATIONAL ASSISTANCE
TITLE 500(P) and TITLE 24(C)—TERM
LETTER AGREEMENT—Dental Care Plan

TITLE 111 (Physical) TITLE 8 (Clerical) VACATIONS

Effective January 1, 1971, the present provisions of Titles 211 and 311 of the Physical Agreement and Title 8 of the Clerical Agreement are rescinded in their entirety and the following provisions substituted therefor:

(1) Revised to provide equality and uniformity for all employees. (2) Converts Division and Clerical vacation systems to a calendar year basis. Provides a unit exception accounting approach to vacation entitlement for General Construction employees to equalize with the Division and Clerical employees. (3) One common procedure for all employees with no change when transferring from one group to another. (4) Provides vacation rate of 2 weeks for first year of employment with a pro rata for the first calendar year to put vacations on a calendar basis. (5) Changes the double penalty of loss of vacation time paid for and advancement of seniority date for Leaves of Absence to loss of vacation time paid for only. (6) Establishes a fixed date for determining service for vacation earning credits.

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:

Employment date:		Days of Vacation
From	to inclusive	
January 1	February 3	10
February 4	March 9	9
March 10	April 11	8
April 12	May 14	7
May 15	June 16	6
June 17	July 19	5
July 20	August 21	4
August 22	September 23	3
September 24	October 26	2
October 27	November 28	1
November 29	December 31	0

(1) A regular employee who completes his first year of continuous Company employment in the second calendar year following his date of employment shall be entitled in such year to the vacation days provided in the foregoing in addition to any vacation he becomes entitled to under 2(b) below.

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

*Effective 1-1-72 Substitute seventh for ninth.

**Effective 1-1-72 Substitute eighth for tenth.

***Effective 1-1-72 Substitute seventeenth for nineteenth.

****Effective 1-1-72 Substitute eighteenth for twentieth.

(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 (5th) 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 2 above, to which the employee may be otherwise entitled in that calendar year and he acquires no right as to all or any part of the service anniversary vacation unless he works in the calendar year in which it is granted. The service anniversary 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 2,080 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

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COMMON TO BOTH PHYSICAL AND CLERICAL AGREEMENTS

(Continued from Page Three)

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 forfeit for each twenty-two (22) work days of such absence one-twelfth (1/12th) of the number of days of vacation to which he is entitled, to be computed to the nearest full day. An employee may, at his option, take the full vacation to which he would be otherwise entitled, in which event he shall receive no vacation pay for the number of days of vacation he has forfeited as herein determined.

(b) If any absence is for less than twenty-two (22) consecutive work days in duration because of leave of absence, or layoff without pay for any reason, or is for less than sixty-six (66) consecutive work days in duration because of industrial disability, an employee shall be entitled to a full vacation as provided for in Section 111.2 (8.2—Clerical).

(c) The provisions of this Section shall not apply to part-time employees.

111.6 (8.6—Clerical) Vacation Allowance When Laid Off for Lack of Work

An employee who has qualified for a vacation, and who is laid off for lack of work, shall be paid a vacation allowance under the provisions of Section 111.7 (8.7—Clerical). Thereafter if he returns to work and the continuity of his service is not deemed to be broken under the provisions of Title 106 (Title 17—Clerical), his vacation allowance for the next calendar year shall be computed on the basis of 1/10 of the allowance provided for in Section 111.2 (8.2—Clerical), for each twenty-two (22) work days remaining in the calendar year of his return to employment.

111.7 (8.7—Clerical)—Termination of Employment

(a) Any employee who leaves the service of the Company for any reason shall be paid a vacation allowance of one-twelfth (1/12th) of his annual vacation for each twenty-two (22) work days he has worked beyond January 1 of the year in which he leaves the Company's service, plus any unused vacation earned in the calendar year(s) preceding his severance provided:

- (1) he was first employed before December 31, 1969, and he retired from the Company's service under the provisions of Company's Retirement Plan, or
- (2) he was first employed after December 31, 1969, or
- (3) his vacation entitlement as of December 1, 1970, was calculated on the basis of the then existing provisions of Section 211.17 and Title 311 (Section 8.17—Clerical and Title 311) of this Agreement.

(b) Any employee, other than an employee described in Subsection (a) above, who leaves the service of the Company, shall be paid only a vacation allowance equivalent to the unused vacation earned in the calendar year(s) preceding his severance.

111.8 (8.8—Clerical)—Holidays During Vacation

If any of the holidays enumerated in Section 103.1 (Section 14.1—Clerical) occurs during an employee's vacation it shall not be counted as one day of vacation. The employee shall receive pay for the holiday as such. At its option Company shall permit the employee to take off with pay the additional day of vacation provided thereby, or shall give him one day's pay in lieu thereof. If Company permits an employee to take another vacation day off with pay, it shall notify the employee of its decision before the beginning of the vacation period which includes the holiday. If a holiday occurs on a non-work day in conjunction with an employee's vacation, the provisions of Section 103.5 (Section 14.4—Clerical) shall be applicable.

111.9 (8.9—Clerical)—Pay Computation

(a) Except as otherwise provided in Subsections 111.9(b) and (c) (8.9 (b) and (c)—Clerical), vacation pay shall be computed at the straight rate of pay applicable to the employee's regular classification as of the time his vacation is taken.

(b) Vacation pay for an employee having a temporary classification shall be computed at the straight rate of pay applicable to the employee's regular classification for a basic five (5) day workweek as of the time his vacation is taken. However, if at the time an employee takes his vacation he is in a temporary classification and for at least the four (4) preceding months has worked continuously in one or more temporary classifications, his vacation pay shall be computed at the straight rate of pay he is then receiving in such temporary classification for a basic five (5) day workweek.

(c) Vacation pay for an employee who is scheduled to work regularly under dual classifications shall be based on the time worked by him at the straight rate of pay in each respective classification, averaged over the four (4) weeks preceding the time his vacation is taken and computed at the straight rate of pay applicable to each such classification.

111.10 (8.10—Clerical)—Sick Leave

The Company shall not require an employee to take his vacation in lieu of sick leave.

111.11 (8.11—Clerical)—Deferred Vacation

(a) An employee may elect to defer his vacation in one year and add it to his vacation in the next following year, provided that the Company gives its approval thereto. In no event shall an employee defer his vacation longer than one (1) year, or be permitted to take more than the total of two (2) vacation periods in any one vacation year, or take a vacation in advance of the year in which it is due. If an employee defers his vacation under the provisions of this Section he shall take it at the convenience of the Company and at such time as not to interfere with the regular vacation schedules of other employees.

(b) If an employee foregoes any part of his vacation the Company shall pay him for the time worked and, in addition, shall pay him his vacation pay allowance, provided, however, that in no event shall an employee be permitted at his option to forego his vacation for the purpose of receiving his vacation pay allowance in addition to pay for time worked. Time worked in lieu of time off for vacation shall not be considered overtime as such but shall be compensated at the rates of pay applicable to the work performed.

111.12 (8.12—Clerical)—Starting Day

A vacation period shall normally commence on Monday except for an employee whose basic workweek starts on a day of the week other than Monday, where the vacation shall commence with the starting day of his basic workweek.

111.13—Scheduling (8.13—Clerical)—Note only the provisions of Subsections (a) and (b) (1), (2) and (3) are applicable.)

(a) An employee desiring to use vacation during the months of January, February and March shall indicate his choice of vacation periods by the 15th day of December of the preceding year. Company shall post on appropriate bulletin boards in each headquarters a special sign-up schedule for this purpose.

Not later than March 5 of each year there shall be another vacation schedule sign-up in each department in each headquarters where employees shall designate their choice of vacation periods for the months of April to December for that year. Such schedule shall be posted no later than March 15 on the appropriate headquarters' bulletin boards.

(b) Division Employees Only

(1) Company shall schedule vacations throughout the calendar year and shall prepare the annual vacation schedule on the basis of the sign-up giving effect where possible to the selection of employees in order of their Company seniority.

(2) To prevent undue interference with the proper and economic rendition of service to the public, Company may designate the number of 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 which may be on vacations at one time. In such event there shall be a separate sign-up schedule for each such group and a vacation schedule shall be prepared for each group giving effect where possible to the selection 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 and it is possible for Company to give effect 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-up. 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.

(4) Company may schedule vacation by crews in the interest of economy and efficiency of operation, in which event the vacation period for each crew shall conform as nearly as practicable to the dates selected by a majority of the crew members in the sign-up provided for herein. When vacations are scheduled by crews a member of one crew may exchange his vacation period with a member of another crew in the same classification.

(c) General Construction Employees

(1) Company shall prepare the annual vacation schedule giving effect to the employees' selections where practicable and taking into consideration Company seniority.

(2) Company may schedule vacations by crews in the interest of economy and efficiency of operation.

(3) If an employee elects to divide his annual vacation into two or more periods on a sign-up schedule and it is practicable for Company to give effect thereto, such employee shall be given preferential consideration over other employees in his selection of only one of such periods.

TITLE 101 (Physical)

Title 206 (Physical)

TITLE 6 (Clerical)

TITLE 18 (Clerical)

TITLE 19 (Clerical)

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 18—Clerical). At or before the expiration of the maternity "leave of absence," the employee shall be required to notify her supervisor if she intends to return to work and, provided that she is physically capable of performing the work, she shall be entitled to return before or at the termination of the "leave of absence" to her former classification in the same headquarters that she worked at the commencement of the maternity "leave of absence."

Revise Section 206.1 (Physical Agreement) and Subsection 19.1(a) (3) (Clerical Agreement) to read as follows:

206.1 The provisions of this Title 20 which are applicable to employees 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, maternity, or military service shall be applied in such manner as to give effect to the following:

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 4790
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.

Employees 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
By _____

Manager of Industrial Relations

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
By _____

_____ 1970

Business Manager

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:

- are paid for the work days immediately before and after the holiday, or
- 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
- 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 as his Birthday Holiday. 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)
RELOCATION 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.

(a) "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)
DEMOTION 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—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 19.10 of the Clerical Agreement shall include and are restricted to:

- Transportation of the employee and his immediate family to the new headquarters location (one trip only).
- Meal and motel expenses for the above incurred on moving day when movers cannot complete the move on the same day.
- Moving of furniture and household goods to the new residence.
- Cost of containers to be used in moving less applicable credits for returned items, such as, barrels, wardrobes and boxes.
- Reasonable insurance on furniture and household goods.
- Installation of television antenna or cable connections.
- 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 _____
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 and 309.14 (7.16—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)
SENIORITY

Add Subsection 106.3(d) to the Physical Agreement and Subsection 17.3(d) to the Clerical Agreement to read as follows:

106.3(d) (17.3(d)—Clerical) Absence under the provisions of the Long Term Disability Plan.

Section 106.4 of the Physical Agreement shall be amended and Section 17.6 of the Clerical Agreement shall be added to read as follows:

106.4 (17.6—Clerical) As soon after the end of each calendar year as it is practicable to do so, Company will furnish Union with a list showing the name, Social Security number, classification, home address, employment date and Company seniority date of each employee calculated to the end of such year.

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

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

Effective January 1, 1971, the Company shall provide a program of partial tuition refunds, available to employees as follows:

Eligibility

- 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.
- 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 indicate definite future benefit to the employee and the Company. Excluded are recreational, hobby, and any other courses not in conformance with this provision. Only courses taken at a Western College Association.

(Continued from Page Five)

COMMON TO BOTH PHYSICAL AND CLERICAL AGREEMENTS

(Continued from Page Five)

ciation accredited college or university, through its regular program of instruction, its correspondence program, its extension division, or its evening division; or at a National Home Study Council accredited correspondence school or schools selected by the Company are acceptable for refund.

- C. The employee must earn a grade of "C" (or equivalent) or better in each course to qualify for a tuition refund.
- D. An employee eligible for educational aid through Federal and State educational programs or veterans' benefits is not eligible for refund from the Company for tuition or fees for the same course of instruction.
- E. Attendance at these courses shall not interfere with the regular working hours of the employee.

Procedure

An employee who desires to receive such tuition refund shall, prior to his enrollment in a course of study, submit in writing through his supervisor to his Division or Department Personnel Department for approval (Industrial Relations Department for General Office employees), details of the course for which this refund will be sought. The employee, at this time, must state that he is not eligible for educational aid through Federal or State educational programs or for veterans' educational benefits.

Employees should submit this request for approval at least 30 days prior to the enrollment date to allow ample time for processing.

Within 30 days after completion of the approved course, the employee shall submit the following in triplicate to his Division or Department Personnel Manager (Department Head—General Office):

- A. Copies of his certificate of completion, with a grade of "C" (or equivalent) or better, in each course.
- B. Copies of his receipt indicating monies paid for the above courses.
- C. Other material as requested in the case of home-study courses.

Refunds

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

- A. Refunds will be made only for those approved courses begun on or after January 1, 1971.
- B. Where the institution includes the cost of textbooks and/or supplies in its charges or fees, a refund of 75% of the direct costs will be made (e.g., ICS, La Salle, etc.).
- C. In all other cases, a refund of 90% of the direct cost charged by the institution will be made (e.g., City or State Colleges, Heald's, etc.).
- D. Refunds will be made only for courses in which regular employees enrolled after completion of six months or more of continuous service and are employed by the Company on the completion date of the course.
- E. Refunds exceeding \$200 per calendar year to any one employee will not be allowed except under unusual circumstances. Requests for refunds in excess of \$200 in any one year will be considered only if:
 1. the course or courses are of a special nature, and
 2. such course or courses are not available elsewhere, and
 3. it is unlikely that such course or courses will be repeated in the foreseeable future.

TITLE 500 (Physical)

TITLE 24 (Clerical)

TERM

Amend Section 500.1 (Physical) to read as follows:

500.1 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 July 1, 1970, to June 30, 1973, 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 July 1, 1953, 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, 1973, 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 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 seven and one-half percent (7½%). 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:

Index for May, 1971	Wage Increase
Less than 141.1	6 %
141.1 through 141.7 inclusive	6½ %
141.8 through 142.3 inclusive	7 %
142.4 and above	7½ %

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

(b) Notwithstanding the provisions of Section 500.1, 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, 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 (7½%). 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:

Index for May, 1971	Wage Increase
Less than 141.1	6 %
141.1 through 141.7 inclusive	6½ %
141.8 through 142.3 inclusive	7 %
142.4 and above	7½ %

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.

September 8, 1970

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
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 available to all regular employees of Company, who are in classifications represented by Union, and their dependents.

The Plan will incorporate the dental service provisions of Program I,C,1 as set forth in 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 it agrees thereto as of the date hereof.

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

By _____
Business Manager

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 that the Plan will pay 50% of the dental fees incurred for covered services up to a maximum of \$1,000 per year for each member and each dependent, excluding orthodontic care or treatment.

Services (Usual, Customary, and Reasonable fee concept)

Diagnostic—Provides all the necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment.

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).

Peridontics—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; services which are provided the eligible patient by any Federal or State Government Agency or are provided without cost to the eligible patient by any municipality, county, or other political subdivision, except as provided in Section 12532.5 of the California Government Code. (2) Services with respect to congenital malformations or cosmetic surgery or dentistry for purely cosmetic reasons. (3) Prosthodontic services or devices (including crown and bridge) or any single procedure started prior to the date the patient became eligible for such services under this Agreement. (4) Orthodontic services.

*Explanation of item 6 of Company's letter, found on page one of this issue.

Company stated they are now providing all tools necessary in the Gas, Steam and Water Departments. Company noted in the case of the Equipment Mechanics, the industry tradition is that employees provide their own hand tools; however, Company does furnish the special tools required by the job. The list will clarify what is expected to be furnished by an employee in each classification and will form the base for further discussions on this issue at a later time.

PHYSICAL AGREEMENT ONLY

TITLES 100 and 200—APPLICATION
TITLE 104—MEALS
TITLE 301—EXPENSES
TITLE 305—JOB BIDDING AND PROMOTION
TITLE 306—DEMOTION AND LAYOFF PROCEDURE
EXHIBIT II—GENERAL CONSTRUCTION
EXHIBIT VI-L—DIVISION ELECTRIC DEPARTMENTS
EXHIBIT VI—DIVISION GAS DEPARTMENT
TITLE 100 (Physical Agreement)
TITLE 200 (Physical Agreement)

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 (including clerks in the offices of electric department foremen) and in its Pipe Line Operations Department, Materials Distribution, and the Communication and Building Departments of the General Office and (b) field employees of General Construction. Whenever the words "employee" and "employees" are used in this Part they shall, unless otherwise noted, be construed to refer only to employees described above in this Section for whom Union is the exclusive bargaining representative. Where the context of this Part makes it reasonable 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.

Section 200.1 of the Physical Agreement shall be amended to read as follows:

200.1 The provisions of Part II of this Agreement shall apply only to operation, maintenance, and construction employees (including clerks in the offices of electric department foremen) in each of the Company's geographical Divisions and the Pipe Line Operations Department, Materials Distribution, and the Communication and Building Departments of the General Office. Whenever the words "employee" and "employees" are used in this Part they shall, unless otherwise noted, be construed to refer only to employees described above for whom Union is the exclusive bargaining representative. Where the context of this Part makes it reasonable 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 301.3(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 steam 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. At the conclusion of such period he will retain his Class A Residence but will be ineligible for per diem expenses until again transferred to a new job location. If the transfer is from one location to another on the same generating plant project, he shall start a new period of per diem expense allowance not to exceed 52 consecutive weeks.

Amend Section 301.4 in part to read as follows:

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

Adds a zone, for Class "A" Residence employees, of fifty radial or seventy-five road miles from the center of the residence area, which provides a daily expense payment of \$10.00. The present \$7.00 per day will continue to be paid for the zone from the 25 road miles to the fifty radial mile or seventy-five road mile zone.

- (a) Provided he maintains a Class A Residence as determined in Subsection 301.3(a), Company shall give him an expense allowance for the following:

(1) Each scheduled day he works in his basic workweek or is prevented from performing such scheduled work by inclement weather conditions covered in Title 303; (2) each day he reports for prearranged work on a non-work day; (3) holidays which fall on a work day in his basic workweek. Such allowance shall continue for a period not to exceed fifty-two (52) consecutive weeks (364 days) in any one location and shall be in the amount of \$10.00 a day if the location to which he reports is more than 50 miles radially or 75 road miles or more from the point which is the center of his Residence Area; however, if the point to which he reports is outside of his Residence Area but is 50 miles or less radially and less than 75 road miles from the point which is the center of his Residence Area, the amount shall be \$7.00 a day. Thereafter, if he continues to work at this current location, Company shall, upon the expiration of

such fifty-two (52) consecutive week period, continue to give him an expense allowance for each day as specified above except the rate shall be \$6.00 a day if more than 50 miles radially or 75 road miles or more. If he reports outside of his Residence Area but less than 50 miles radially and less than 75 road miles from the center of his Residence Area, the amount will be \$5.20 a day. If while in his current location he changes his residence, and the provisions of Subsection 301.3(a) do not thereafter apply at such location, his expense allowance shall continue as provided herein until the expiration of 26 consecutive weeks (182 days) from his starting date at such location or on the date that such change in residence became effective, whichever occurs later.

The balance of Section 301.4 remains unchanged.

Amend the last sentence of Section 301.9 to read as follows:

Adds the per diem allowance, no other change in the application of this section.

301.9. When the Manager in Charge orders that In no event shall the employee be paid expenses at two locations concurrently, and such employee may elect to receive a per diem allowance of ten dollars (\$10) in lieu of any other allowance provided for in this Section. Amend Section 301.11 to read as follows:

Past practice is not affected and transportation is optional on the part of the employee. Mileage will be paid except where mode of transportation would exceed 10¢ per mile. (i.e.: Company arranges to fly person to special job) or where person has agreed to transportation furnished by the Company. (i.e.: person elects to move gear on Company truck and rides to new destination when such arrangement is agreed between the individual and Company.)

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, but 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 therefor 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 305.5(a) to read as follows:

Increases the size of some of the promotion-demotion areas.

(b) In the case of each such vacancy such preferential consideration shall be given to that employee who for the longest period of time has received the top rate of pay in the classification next lower in the normal line of progression to the one in which the vacancy exists, provided that he is fully qualified to perform the duties of the job which is vacant, and provided further that he is headquartered in the area in which the vacancy exists. As used herein, the term "area" means the geographic promotion-demotion area established by the respective General Construction Department as indicated in Exhibit II, General Construction promotion-demotion geographic areas, which is attached and made a part hereof. Company will notify Union in advance in writing of any changes in the number or the boundaries of such areas, but in no event shall an area be less than one division.

TITLE 306. DEMOTION AND LAYOFF PROCEDURE

Amend Subsection 306.1(a) to read as follows:

(a) The within procedure, with the exception of the provisions of Subsection (f) of this Section, shall be applied according to the geographic promotion-demotion area, as listed in Exhibit II, General Construction promotion-demotion geographic areas, where the crew is headquartered at the time the demotion or layoff occurs. It shall apply in the reduction of work forces but shall not apply to layoffs due to inclement weather, lack of material and similar causes. Boundaries of promotion-demotion areas will not be changed during a period of actual demotion and layoff.

An additional Section, designated Section 600.13, shall be added to Part VI, entitled "Lines of Progression" to read as follows:

600.13 The lines of progression applicable to certain employees in General Construction, shall be set forth in the tabulation entitled "Lines of Progression, General Construction," 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 GENERAL CONSTRUCTION PROMOTION-DEMOTION GEOGRAPHIC AREAS For Use with Subsections 305.5(a) and 306.1(a)

CIVIL-HYDRO CONSTRUCTION GAS CONSTRUCTION

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

(Continued on Page Eight)

PHYSICAL AGREEMENT ONLY

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 Jose and Coast Valleys

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) Stockton
- 6) San Jose and North Coast Valleys (San Benito and Monterey Counties)
- 7) San Joaquin 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 will be credited as Apprentice Cable Splicer up to a maximum of six months. An employee who has not previously qualified for the apprenticeship, and who is unable to do so at this time shall be retained in his 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 205 with bidding rights the same as established previous to this change.

NIGHT GROUNDMAN

Company proposes to establish the classification of Night Groundman to be used in lieu of the Night Cartman as such classification is eliminated. The proposed job definition, applicable notes and wage rates are as follows:

0913 NIGHT GROUNDMAN

A service employee who has the full qualifications of and performs work of a Groundman.

Beginner's Classification

NOTE: A pre-bid within a Division or an application for transfer between Divisions will be considered as a bona fide bid from a Groundman or higher classification in the Electric T&D line of progression. Under other circumstances, Night Groundman will be considered a beginner's classification and will not be posted for bid.

WORK SCHEDULE

Employees in the classification of Night Groundman or Night Cartman will work a rotating schedule as established by agreement at the local level.

HOURS OF WORK

Pursuant to the provisions of Section 202.8 of the Agreement, Company and Union are in accord that the hours of work of a Night Groundman or Night Cartman shall be as follows:

10:00 PM to 6:00 AM

PROPOSED WAGE RATE

Start —\$139.40 per week
End 6 Mos.—\$144.00 " "
End 1 Yr.—\$151.15 " "

NOTES ON CABLE SPLICER DEFINITION

The Cable Splicer classification will be applied to all work on cables rated above 25 KV and "Network" systems as now exist in San Francisco and Oakland. In addition, all leaded cables or paper insulated cables, regardless of voltage rating will be Cable Splicer's work.

Company is not precluded, however, from using the Cable Splicer on any type of insulated power cable.

APPRENTICE CABLE SPLICER

Revise the wage steps of this classification to read:

Start —\$156.70 per week
End 6 Mos.—\$161.20 " "
End 1 Yr.—\$173.95 " "
End 18 Mos.—\$179.60 " "
End 2 Yrs.—\$185.20 " "
End 30 Mos.—\$191.40 " "

Company proposes adoption of the letter agreement dated August 7 with respect to the "Guidelines for the Apprentice Cable Splicer Training Program." This letter agreement exempts certain employees in Cartman and Apprentice Cable Splicer classifications from the attainment of the pole climbing skills outlined in the program.

LINEMAN DEFINITION

Amend the Lineman job definition to read as follows:

LINEMAN

An employee who is a journeyman and is engaged in performing all classes of overhead line work, of any voltage, and all classes of underground distribution system work, except on "network" sys-

tems, utilizing nonleaded cables rated 25 kv or less. He may be required to drive the truck and operate associated equipment as assigned. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency.

Amend the Cable Lineman job definition to read as follows:

CABLE LINEMAN

An employee who, as a member of a crew, as a member of a two-man unit, or alone, performs splicing and terminating on non-leaded cables rated 25 kv or less in connection with the construction, maintenance, and operation of streamline, pad-mount, and full underground distribution systems except "Network" systems. This temporary classification shall be used for the duration of an employee's assignment to such work, and shall apply to any classification in the Electric Transmission and Distribution Department so assigned, except Apprentice Lineman.

WORKING FOREMAN

Add T&D Driver and T&D Equipment Operator as "next lower" classifications in the line of progression to Working Foreman.

EXHIBIT VI-L

Pages 4 through 17 of Exhibit VI-L will be amended to reflect the above changes.

"Notes on the Assignment of T&D Work," formerly on Pages 18 and 19, are eliminated.

EXHIBIT VI

DIVISION GAS DEPARTMENT

Add the following statement to the end of the Gas T&D Section:
NOTES ON THE ASSIGNMENT OF ELECTRIC T AND D WORK TO EMPLOYEES IN THE APPROPRIATE GAS DEPARTMENT CLASSIFICATIONS

The statement which follows supersedes those previous notes on the assignment of Electric T and D work which appeared on Page 19 of Exhibit VI-L, Electric Department Job Definitions, and as agreed to in the letter agreement dated June 27, 1968, including the understanding with respect to pole risers and leaving of coiled cable:

Employees in the appropriate Gas Transmission and Distribution classifications may be required to trench, install ducts, cable in conduit (C.I.C.), direct burial cable, manholes, splice boxes, vaults, etc., and tamp and backfill. When C.I.C. is installed, the ends of the cable will be left in a predetermined position (not connected). When direct burial cable is installed, the ends of the cable will be left in a predetermined position (not connected), which includes inserting the cable through the service riser in a residence, leaving the cable extending from the meter socket or service termination enclosure and inserting the cable in a splice box. On pole installations, Gas Department employees will install the first section (eight feet) of the cable and plastic moulding and will leave the cable coiled at the top of such moulding.

Gas Department employees will be instructed and kept current in the installation of Electric Department facilities and in the precautions necessary with joint trench construction before being required to perform this kind of work.

USUAL FEE CONCEPT

*Explanation of item 2 of Company's letter, found on page one of this issue.

A modern concept in the payment of services rendered by a physician. The program was developed after exhaustive study of numerous claim forms submitted for payment for the above stated services throughout the state. It is kept up to date by continuous study and review by a group of advisors in the above fields of health care who are currently practicing the skills of their profession. Payments are aligned to actual doctor charges within specific geographic and economic areas of the state. The varying fees accommodate the payment of actual charges for the services performed—regardless of whether the service is performed by a specialist or a general practitioner. This simplifies the payment of benefits and protects the patient and the benefit plan from excessive charges, whether the benefits are provided in full or as co-payments. It also removes the arbitrarily assigned dollar limits of a fixed fee schedule, such as the one being changed in the PSE Health Plan, which eventually becomes unrealistic in the face of today's rising costs of medical care and must either be re-negotiated or the member costs increase.

The development of the "Usual Fee" is based on three factors—Usual, Customary and Reasonable. The California Medical Association defines the usual and customary charges as follows:

USUAL

"Usual is that fee usually charged for a given service by an individual physician to his private patient (i.e. his own usual fee)."

CUSTOMARY

"A fee is 'customary' when it is within the range of similar training and experience, for the same service within the same specific and limited geographic area (socio-economic area of a county)."

REASONABLE

"A fee is 'reasonable' when it meets the above two criteria, or in the opinion of the responsible medical association's review committee is justifiable, considering the special circumstances of the particular case in question."

The payment of the usual, customary or reasonable fee is intended to constitute Payment In Full for the physician's professional services, unless the Member has agreed with the physician to be personally liable for an additional or larger sum. In any instance where the physician contends that he is entitled to a fee exceeding that paid by the Plan, Blue Shield will represent the Subscriber Member and will hold him harmless, so long as personal liability does not arise from agreement between the Member and the physician.

The above stated explanation is also used in the dental profession by substituting the word dentist for physician.