

Report for 1973 Reprinted

(continued)

Office Expenses:		
Clerical Salaries	84,398.17	
Rent to IBEW Energy Workers Center, Inc.	18,000.00	
Telephone and Telegraph	38,211.26	
Postage and Meter Expense	10,320.64	
Supplies and Printing	17,023.59	
Equipment Maintenance	4,168.67	
Equipment Rental	3,793.00	
Furniture and Equipment	23,334.66	
Data Processing	29,322.07	
Janitor	3,250.35	
Personal Property Taxes	1,065.18	
Clerical Meals	14.08	
Fire Insurance	178.00	
Notary Public Expense	12.00	233,091.67

(continued)

Bay Cablevision			4.86
City of Berkeley		15.92	15.92
Sacramento Transit Authority		8.50	8.50
Outside Line Construction	359.20	1,223.66	1,582.86
Tele-Vue		6.86	6.86
Truckee-Donner PUD		4.95	4.95
Total Various Negotiating Com.	\$ 5,764.20	\$10,704.75	\$16,468.95

MEREDITH & RUBIN SCHEDULE 1
(Continued) (3)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 1245
STATEMENT OF RECORDED CASH DISBURSEMENTS
FOR THE YEAR ENDED DECEMBER 31, 1973

GENERAL FUND

	Salaries Paid or Reimbursed	Expenses	Total
Other Salaries and Expenses:			
Executive Board	\$17,301.59	\$15,765.47	\$33,067.06
Advisory Council	5,143.30	11,363.76	16,507.06
Trustee Committee	850.00	250.62	1,100.62
Organizing	346.88	1,117.18	1,464.06
Safety Advisory Committee	48.46	27.67	76.13
Conference and Convention	2,161.77	4,399.52	6,561.29
Grievance Committee	491.01	6,016.75	6,507.76
Review Committee	1,913.62	1,081.46	2,995.08
P.G.&E. Arbitration	590.33	2,364.13	2,954.46
Local Investigating Committee	226.37	424.48	650.85
Joint Apprenticeship Training—Outside Line		355.66	355.66
Sierra—Pacific Apprenticeship	272.81	358.27	631.08
U.S. Bureau of Reclamation—Apprenticeship		7.50	7.50
EEOC Title 7 Compliance		1,530.10	1,530.10
Citizens Utilities Arbitration		700.00	700.00
Sierra Pacific—Safety	24.96	477.28	502.24
Utility Tree—Safety		92.84	92.84
Shop Steward	19.64	774.46	794.10
P.G.&E. Apprenticeship		19.56	19.56
P.G.&E. System Safety	53.98		53.98
Political Education	152.12		152.12
Sierra Pacific—Ballot		17.00	17.00
NLRB Hearings	514.15	94.29	608.44
Utility Tree Arbitration		922.77	922.77
Total Various Committees	\$30,110.99	\$48,160.77	\$78,271.76

MEREDITH & RUBIN SCHEDULE 1
(Continued) (5)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 1245
STATEMENT OF RECORDED CASH DISBURSEMENTS
FOR THE YEAR ENDED DECEMBER 31, 1973

GENERAL FUND

	Salaries Paid or Reimbursed	Expenses	Total
Other Salaries and Expenses: (Continued)			
P.G.&E. Company:			
Wage and Contract	\$ 1,330.30	\$21,952.62	\$23,282.92
Pension and Benefit	1,425.54	9,281.68	10,707.22
Departmental:			
Gas Meter Shop	188.56	1,231.59	1,420.15
S.F. Division Critical Classif.	229.85	180.31	410.16
General Const. Lines of Progression	1,441.27	425.98	1,867.25
Substation Operations	1,091.46	277.94	1,369.40
Gas Street Dept.	2,105.72	461.32	2,567.04
Terminal Operators	235.62	396.32	631.94
Gas Measurement and Control	93.85	76.40	170.25
Traveling Crew	401.40	35.30	436.70
Clerical Lines of Progression		44.86	44.86
Steam		81.68	81.68
Gas Service Dept.	185.68	6.00	191.68
Technicians	370.58	315.58	686.16
Clerical Indicative Duties		204.29	204.29
Material Handling		51.78	51.78
Total P.G.&E. Co.	\$ 9,099.83	\$35,023.65	\$44,123.48
S. P. P. Company:			
Wage and Contract	\$ 1,190.32	\$ 620.99	\$ 1,811.31
Membership Supplies:			
Dues Buttons and Decals		1,385.48	1,385.48
Staff and Executive Board Exp. Files		857.79	857.79
Scrolls and Pins		69.94	69.94
International Supplies		209.75	209.75
Election Expenses		52.80	52.80
Shop Steward Supplies		11.13	11.13
Diplomas		33.00	33.00
Membership Cards		628.76	628.76
P.G.&E. Job Definitions		129.66	129.66
Agreements:			
Pacific Gas Transmission—Amendment		10.00	10.00
Sacramento Regional Transit		294.35	294.35
Sierra Pacific Wage Scale		106.56	106.56
City of Redding		565.51	565.51
U. S. Bureau of Reclamation		855.61	855.61
P.G.&E. Letter Agreements		164.10	164.10
P.G.&E. Physical Wage Schedule		1,891.61	1,891.61
P.G.&E. Clerical Wage Schedule		101.28	101.28
Total Membership Supplies		7,367.33	7,367.33
Total Other Salaries and Expenses	\$46,165.34	\$101,877.49	\$148,042.83

MEREDITH & RUBIN SCHEDULE 1
(Continued) (4)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 1245
STATEMENT OF RECORDED CASH DISBURSEMENTS
FOR THE YEAR ENDED DECEMBER 31, 1973

GENERAL FUND

	Salaries Paid or Reimbursed	Expenses	Total
Other Salaries and Expenses: (Continued)			
Negotiating Committee:			
Calif.-Pacific Utility Co.	\$ 534.98	\$ 625.11	\$ 1,160.09
U.S. Bureau of Reclamation	627.84	1,459.13	2,086.97
City of Lodi	96.96	99.70	196.66
Sacramento Municipal Utility Dist.	427.56	560.01	987.57
Merced Irrigation Dist.		19.94	19.94
Davey Tree	622.08	573.45	1,195.53
Oroville-Wyandote Irrigation Dist.		182.82	182.82
City of Lompoc	104.43	5.10	109.53
City of Redding	184.80	395.65	580.45
X-Ray Engineering	217.55	128.10	345.65
Tri-Dam		53.45	53.45
Pacific Gas Transmission		856.64	856.64
Plumas-Sierra Rural Elect.	46.64	189.89	236.53
City of Healdsburg		65.88	65.88
Mt. Wheeler Power Co.	827.48	649.08	1,476.56
Teleprompter of Reno		271.60	271.60
State Cable TV		141.20	141.20
Pacific Tree Expert	400.64	1,337.53	1,738.17
Richvale Irrigation Dist.		65.65	65.65
Concord TV Cable		129.61	129.61
Citizens Utility	959.00	515.01	1,474.01
Turlock Irrigation Dist.		41.95	41.95
Nevada Irrigation Dist.		38.18	38.18
Utility Tree	66.56	56.95	123.51
Sohnner Tree	288.48	155.97	444.45
Yuba City Water Agency		101.80	101.80
Oakdale Irrigation District		44.62	44.62
CCCC TV		198.43	198.43
City of Santa Clara		247.54	247.54
City of Oakland		46.95	46.95
Paradise Irrigation District		143.74	143.74
City of Roseville		39.32	39.32

MEREDITH & RUBIN SCHEDULE 1
(Continued) (6)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 1245
STATEMENT OF RECORDED CASH DISBURSEMENTS
FOR THE YEAR ENDED DECEMBER 31, 1973

GENERAL FUND

Membership Benefits:			
Group Life Insurance	\$ 53,834.43		
Flowers		427.12	
Pin Award Dinners		266.94	
Memorial Bibles		425.82	
Unit Meeting Prizes		500.00	
Utility Reporter Readership Contest		100.00	
Membership—Bay Area Union Prof. Center		15.00	
Life Saving Award		57.24	
Donations in Lieu of Flowers:			
Heart Association		20.00	
American Cancer Society		30.00	\$ 55,676.55
Donations:			
Cal. Council for Environmental & Economic Balance	1,000.00		
Nevada State AFL-CIO	975.00		
R. Parker Reelection Committee	150.00		
City of Hope	100.00		
C. Perino Assembly Campaign	100.00		
W. Lockyer Assembly Campaign	100.00		
Benefit Dinner—Labor Man of the Year	50.00		
Advertisement, Nevada State AFL-CIO Convention Booklet	40.00		
Boy Scouts of America	30.00		
California Valleys Union Card & Label Council	25.00		
Ekar-Duncan Benefit Fund	25.00		
First S. Baptist Church of San Luis Obispo	20.00		2,615.00

Local 1245 Renews Competitive Scholarship Contest

The Executive Board of Local 1245, IBEW, has announced the sixth annual competitive scholarship contest.

The purpose of this contest is to provide a grant in aid for scholarships to college, thereby making financial assistance available toward the attainment of a higher education.

- The grant will be as follows:
\$250.00 per year for four (4) years, as long as a C (2.0) average is maintained and the parent maintains their membership in good standing in Local Union 1245.
- In order to be a candidate in this contest, you must be a son or daughter, natural, legally adopted or the legal ward of a member of Local Union 1245.
You must also be a high school senior who has graduated or is graduating in 1974. A copy of your diploma or a letter from your high school stating that you will graduate in 1974 must be attached to your scholarship application.
- The Scholarship Grant will be made only to that candidate who intends to enroll in any college certified by their State Department of Education and accredited by the local Accrediting Association.
Applications may be secured by addressing the Recording Secretary of Local Union 1245 or by calling the Union Office or by using the form printed in the Utility Reporter.
- Checks will be paid directly to the college upon presentation of tuition bills to the Local Union.
- All applications shall be accompanied with a written essay, not to exceed five hundred (500) words, on the subject, "Energy Crisis—Fact or Fantasy?"
- Essays should be submitted on 8½"x11" paper, on one side, preferably typed and double spaced with applicant's written signature at the conclusion of the essay.
- Applications and essays must be mailed to the Local Union, P.O. Box 4790, Walnut Creek, California 94596, by registered or certified mail only, and be received no later than 10:00 a.m. on Monday, July 1, 1974.

APPLICATION
for
LOCAL UNION 1245, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO, COMPETITIVE
SCHOLARSHIP CONTEST

Sponsored by
LOCAL UNION 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

P. O. Box 4790 Telephone
Walnut Creek, California Area Code 415
94596 933-6060

DATE _____

I hereby make application to enter the Competitive Scholarship Contest sponsored by Local Union 1245, I.B.E.W., AFL-CIO:

NAME _____ Date of Birth _____
(Last) (First) (Init.)

ADDRESS _____ Home
(Street) (City) (State) (Zip #) Tel. _____

NAME OF PARENT _____

COMPANY _____

WORK LOCATION _____

I GRADUATED OR WILL GRADUATE FROM _____

HIGH SCHOOL IN _____

WHICH IS LOCATED AT _____

I EXPECT TO ATTEND _____ COLLEGE OR SCHOOL
LOCATION _____

(Candidate's Signature)

This is to certify that I am a member in good standing of Local Union 1245, I.B.E.W. and the Candidate, whose name is signed to this application is my _____ and graduated during the term ending _____ 1974.

Parent's signature and Card No. _____

Energy Workers Center, Inc. Annual Financial Report

TO THE BOARD OF DIRECTORS
I.B.E.W. LOCAL UNION 1245
ENERGY WORKERS CENTER, INC.
1218 BOULEVARD WAY
WALNUT CREEK, CALIFORNIA

We have examined the Statement of Assets, Liabilities and Net Worth of the I.B.E.W. Local Union 1245 Energy Workers Center, Inc. at December 31, 1973 and the related Statement of Income and Expense for the year then ended. Our examination was made in accordance with generally accepted auditing standards and included such tests of the records and such other auditing procedures as we deemed necessary in the circumstances.

In our opinion the accompanying financial statements present fairly the assets, liabilities and net worth of the I.B.E.W. Local Union 1245 Energy Workers Center, Inc. at December 31, 1973 and its income and expenses for the year then ended in accordance with generally accepted accounting principles and on a basis consistent with that of preceding periods.

MEREDITH & RUBIN

MEREDITH & RUBIN

I.B.E.W. LOCAL UNION 1245
ENERGY WORKERS CENTER, INC.
STATEMENT OF ASSETS, LIABILITIES AND NET WORTH
DECEMBER 31, 1973

ASSETS			
Wells Fargo Bank:			
Commercial Account			\$ 2,406.29
Savings Account			10,840.62
Fixed Assets:			
	Cost	Depreciation	Net
Land	\$ 52,000.00		\$ 52,000.00
Building	140,384.14	\$ 16,071.00	124,313.14
Carpets and Drapes	4,098.28	3,725.00	373.28
	\$ 196,482.42	\$ 19,796.00	176,686.42
Total Assets			\$189,933.33
LIABILITIES AND NET WORTH			
LIABILITIES			
Wells Fargo Bank Loan, including Accrued			
Interest of \$237.87		\$ 47,811.53	
Lease Deposit		645.00	\$ 48,456.53
NET WORTH			
Cash advanced by IBEW Local Union 1245		91,299.93	
Gain through December 31, 1972		42,307.47	
Gain for Year, Per Statement of Income and Expense (Below)		7,869.40	141,476.80
Total Liabilities and Net Worth			\$189,933.33

STATEMENT OF INCOME AND EXPENSE
YEAR ENDED DECEMBER 31, 1973

Income:			
Rents			\$ 25,380.00
Interest and Other			1,578.32
			\$ 26,958.32
Expense:			
Interest	\$ 2,995.25		
Property Tax	4,097.65		
Depreciation	4,507.00		
Utilities	3,536.98		
Maintenance and Supplies	2,940.54		
Insurance	645.00		
Gardener	366.50		19,088.92
Gain for Year			\$ 7,869.40

Newly Established Units—Meeting Schedules

			Mar.	Apr.	May	June
1219 HOLLISTER	Paine's Restaurant	Chairman:	Thursday	14	18	16
	421 East	Bill Shaw	8:00 P.M.			13
1212 MONTEREY	Carpenters Hall	Chairman:	Monday	4	8	6
	778 Hawthorne	Mauro Vela	8:00 P.M.			3
1216 SANTA MARIA	Vanderberg Inn	Chairman:	Wednesday	6	10	8
		Joe Herrmann	8:00 P.M.			5
1312 NEEDLES	Lyons Club	Chairman:	Wednesday		3	1
	Front Street	A. Frazier	5:15 P.M.			5

PHYSICAL AGREEMENT AMENDMENTS

out but is unable to work due to illness will nevertheless be credited for the amount of overtime work by the person who actually performs the work. He will not be called again nor credited with any further overtime until he returns to work on a regular work day. When an employee is on vacation or is working or is scheduled to work prearranged work who would otherwise have been called for overtime, he will not be credited with the overtime if he does not work it. For the purpose of this procedure, vacation will begin when an employee leaves his work headquarters on the last work day and ends when he reports back to work.

212.4 During each week, the General Foreman's clerical force or equivalent will post the overtime worked or credited as worked for each person for that week and will, at the end of the week, run up a new accumulated total, update the lists, post them, and distribute them to the supervisor concerned with overtime call-out for the next week. Overtime so posted as worked shall be actual work time. In order that it may be apparent whether overtime was actually received or credited as if worked under Section 212.3 above, the latter will be "circled" on the lists to show the difference. Both normal and "circled" hours will be added together in running up the new accumulated totals.

212.5 A new hire, a person coming back off of a leave of absence, or a person not previously volunteering for emergency duty will initially be credited with one hour more than the maximum accrued in his classification. In other words, he would "go to the bottom of the list."

212.6 A person bidding into or demoted to a new classification or new headquarters, or a person coming back off of an extended sickness will initially be credited with mean accumulated hours for the new classification and headquarters. In other words, he would "go to the middle of the list" on the assumption that overtime had been equitably distributed at his previous headquarters.

212.7 For timecard upgrades, overtime worked or credited at the temporary rate will be posted to the permanent classification. For temporary upgrades other than on a timecard basis, treatment will be as for persons bidding into or demoted down to a new classification or new headquarters.

212.8 For purposes of this procedure when overtime results because of unanticipated continuation of the work day, such overtime will be recorded as emergency overtime.

212.9 In the event of an emergency situation where more than 50% of the employees in a given headquarters are called out, an employee refusing or who cannot be reached will nevertheless be credited with the mean overtime of those working during the given emergency situation.

212.10 In the distribution of emergency overtime for service personnel, the purpose and intent described in Subsection 212.1(a) shall be applicable; but the current call-out procedure shall remain in effect unless specifically changed by written agreement between the Division Personnel Manager and the appropriate Business Representative.

212.11 In the event that a grievance arises over the administration of this procedure, the following methods will be used in adjusting the dispute:

(a) When it has been determined by the Local Investigating Committee that it was impractical to use the emergency overtime call-out procedure, the actual overtime worked will be charged to those employees who worked and the grievance settled without adjustment.

(b) When it has been determined by the Local Investigating Committee that the Company made a mistake in the administration of this procedure, the Company will pay the aggrieved employee for the time that he has lost.

(c) When it has been determined by the Local Investigating Committee that the overtime was improperly assigned to an employee in another classification or crew in another service area thereby making equitable distribution impossible, the aggrieved employee(s) will be paid for the time that was lost.

(d) Employees who receive overtime payment for time not worked as a result of a misapplication of this Section will nevertheless be credited on the appropriate list the amount paid as if they had actually worked.

(e) If during an accounting period an employee fails to respond when called more than three times, he will be removed from the voluntary call-out list for that period.

212.12 By written agreement between Company's Manager of Industrial Relations and the Business Manager of Union, other call-out procedures may be adopted.

Establishes a system-wide method for equal distribution of emergency overtime. Provides for voluntary sign-ups for emergency overtime and procedures to be utilized to assure equal distribution thereof. Also provides for payment for time not worked when overtime is not properly assigned.

TITLE 214. EXTENDED WORKWEEK Delete this Title.

TITLE 301. EXPENSES

Amend the Sections of TITLE 301—EXPENSES listed below to read as follows:

301.3(a) Class A Residence

(1) If an employee establishes a bona fide principle place of abode for himself and his dependents where he and his dependents continue to reside as a permanent home location while he has temporary living accommodations at assigned job locations, or if such an employee commutes from this permanent home to his assigned job locations, he shall qualify to designate the city or town on Company's system in which such place of abode is located as his Class A Residence. If such place of abode is not located in a city or town, his Residence shall be deemed to be the city or town determined by his home mailing address or the city or town closest to his principal place of abode. For the purposes of this Section, a dependent shall be defined as a person whom the employee is properly entitled to claim as either his dependent or spouse on his Federal Income Tax form.

(2)(ff) When an employee files for a Class A Residence, he shall be advised by Company of receipt thereof and the status of his request.

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:

(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 provided that he works on the adjacent work day or such day is also observed as a "holiday" pursuant to the provisions of Title 103. Such allowance shall continue for a period not to exceed 52 consecutive weeks (364 days) in any one location and shall be in the amount of \$12.00 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 \$8.15 a day. Thereafter, if he continues to work at this current location, Company shall, upon the expiration of such 52 consecutive week period, continue to give him an expense allowance for each day as specified above except the rate shall be \$7.00 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 \$6.00 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.

(b) If his residence is determined under Subsection 301.3(b), Company shall give him an expense allowance of \$6.65 a day 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 provided that he works on the adjacent day or such day is also observed as a "holiday" pursuant to the provisions of Title 103. He shall be entitled to such allowance for a period not to exceed 26 consecutive weeks (182 days) at any one location.

301.8 An employee who is hired for a single project and who is required to move from one job location to another on the same project shall not be deemed to qualify for expense allowances provided for in Section 301.4 unless he has had a prior transfer between Company jobs or projects in his present period of continuous service with Company.

An employee on a project who is not receiving expenses and who is assigned to non-project work shall qualify for expenses only when such assignment to non-project work involves being transferred to a new location.

301.9(a) When the Manager in charge orders that an employee be temporarily detached from his then established headquarters and assigned to a temporary, emergency, or special job elsewhere with the expectation that he shall return to such headquarters within a 14-day period, or orders that an employee be sent on a special temporary assignment while en route between jobs, such employee shall be reimbursed for actual board and lodging expenses and other expenses incurred therein for a period not to exceed fourteen (14) consecutive days. If such assignment continues beyond such 14-day period, it shall not thereafter retain its temporary character but shall be deemed to be a transfer to a new headquarters, in which event the employee shall be entitled to an expense allowance under the provisions of Section 301.4. While on a temporary assignment, an employee may elect to receive a per diem allowance of \$12.00 in lieu of any other allowance provided for in this Section for: (1) each scheduled day he works in his basic workweek or is prevented from performing such scheduled work during inclement weather conditions covered in Title 303; (2) each day he reports for work on a non-work day; and (3) holidays which fall on a work day in his basic workweek provided that he works on an adjacent work day or such day is also observed as a "holiday" pursuant to the provisions of Title 103. Notwithstanding any of the foregoing, a series of short assignments (two (2) weeks or less each) by an employee in the Station Communication or Protection Group or Gas Instrumentation and Control Group or any other group(s) hereafter agreed to by Company and Union, shall be considered a special temporary assignment for the duration of such assignment. In no event shall the employee be paid expenses at two locations concurrently.

(b) Any continuous period of attendance at Company training classes shall be considered a special temporary assignment for the duration of such assignment and shall qualify for expenses as provided in Subsection 301.9(a) above. Such assignment will not constitute a change in headquarters for the purposes of Section 301.4. Travel to such classes shall be as provided for in Section 301.11.

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 1 hour for each 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 14c per mile shall be made.

301.16 Notwithstanding anything contained herein, Company by agreement with Union may transfer any employee who requests such a transfer for substantial reason or may consent to an exchange of headquarters between employees of like skills and classifications for the purpose of placing an employee closer to his residence. In either case, such transferred employee shall not be entitled to travel time or reimbursement of transportation expense and shall not be entitled to an expense allowance if he was not on expense allowance on the date of such transfer. If such an employee is receiving an expense allowance and he is not transferred to a headquarters within his Residence Area, he shall continue the period of expense he qualified for at the previous headquarters. An employee with a Class B Residence working inside his Residence Area who is granted a transfer to a headquarters outside his Residence Area shall acquire a Class B Residence at the location of the new job headquarters and his status as to qualifying for Class A Residence will remain unchanged.

PHYSICAL AGREEMENT AMENDMENTS

(Continued from page twelve)

Expands provisions whereby an employee can qualify for class A residence - 301.3 (a).

Increases expense allowances under Section 301.4 (a) (1) \$10 to \$12, \$7 to \$8.15, \$6 to \$7, and \$5.20 to \$6.00.

Permits an employee who is hired on a job and then transferred to a project at the same location to qualify for expenses on his first move on the project.

Provides for full board and lodging expenses for certain employees who are required to work a series of short assignments - 301.9 (a).

Establishes special expense provisions in connection with attending training classes - 301.9 (b).

Increases mileage allowance from 10c to 14c - 301.11.

Provides for exchange of headquarters for purposes of placing an employee closer to his residence - 301.16.

TITLE 302. HOURS

Section 302.3 shall be amended to read as follows:

302.3 Notwithstanding the provisions of Section 302.2 hereof, Company's Foreman or other Supervisor and the employees involved, *together with Union*, may mutually establish a different basic workweek of five consecutive work days.

Involves Union in the establishment of work weeks other than Monday through Friday.

TITLE 303. INCLEMENT WEATHER PRACTICE

Amend the listed Sections of TITLE 303 - INCLEMENT WEATHER PRACTICE to read as follows:

303.2 If an employee reports for work on a work day in his basic workweek and is not required to work because of inclement weather, lack of materials, or similar cause beyond his control, or if such employee, having started work on a work day in his basic workweek, is required to discontinue it for any of the foregoing reasons, he shall be compensated for the time he works or is held at the worksite. Such compensation shall be at the rate of pay which would have been payable had he worked at his scheduled work, but in no event shall a regular employee be paid less than 4 hours compensation or a casual employee less than 2 hours, compensation.

303.4 When a regular employee is directed by the foreman or supervisor in charge not to report for work on any day in his basic workweek because of inclement weather, or other similar cause beyond the employee's control, he shall be paid the sum of \$8.15 or, if he lives at a Company-operated or Company-designated boardinghouse or camp, he shall not be charged for board and lodging on such day, provided, however, that this Section shall not apply to employees during the time they receive expense allowance as provided in Sections 301.4 and 301.9 hereof except such employees who are receiving the per diem expense allowance at the rate of \$6.00 a day shall be paid an additional sum of \$2.15, those receiving \$6.65 a day shall each be paid an additional sum of \$1.50, and those receiving \$7.00 a day shall each be paid an additional sum of \$1.15, for each work day on which they are prevented from performing scheduled work by inclement weather conditions.

303.5 *The decision to send an employee home under this Title shall be made by a supervisor when in his best judgment the weather, ground, or other conditions at the worksite make it impractical to work productively or safely. The decision will be made by an exempt supervisor except in those cases where such a supervisor is not accessible. If an employee is sent home and conditions improve to the point at his worksite that work can be performed productively and safely, an effort will be made to call the employee back to work on the earliest work day possible regardless of the number of days off originally anticipated.*

Increases inclement weather pay for casual employees from one to two hours - 303.2. Increases per diem expense allowances for regular employees who are directed not to report for work - 303.4. This consistent with increases in expense allowances set forth in Title 301.

Provisions established to clarify the application of the inclement weather provisions - 303.5. These provisions should result in improvements in relation to long range weather forecasting and working employees in the rain in the morning and sending them home without pay in the afternoon.

TITLE 304. WAGES AND CLASSIFICATIONS

Amend Section 304.1(a) to read as follows:

304.1(a) *The "Wage Progression" of an employee who is absent on leave of absence without pay for more than 10 consecutive work days will be delayed by a period of time equivalent to such leave of absence. The "Wage Progression" of an employee in a beginning or apprentice or other training classification who is absent for more than 25 consecutive work days because of an industrial injury as defined in Section 108.1 or for an illness or disability and is receiving sick leave with pay as provided for in Section 112.1, will be delayed by the period in excess of 25 consecutive work days.*

Provides for wage retention, up to maximum of top step of beginner's classification appointed to, when an employee transfers from Clerical to Physical Bargaining Unit.

TITLE 305. JOB BIDDING, PROMOTION, AND TRANSFER

Amend Sections 305.4 and 305.5 to read as follows:

305.4 *In making temporary upgrades Company shall, when practicable, give*

preferential consideration to the qualified employee, at that particular assembly point and shift, who has the greatest service, if more than one year, and who is in the next lower classification in the normal line of progression. The Company shall, however, have the right to select a qualified employee outside that assembly point or shift provided he has even greater service. Temporary upgrades are normally limited to 20 consecutive work days, but may extend beyond 20 work days when an employee is upgraded to replace one or more employees on vacation or other absence for a longer period.

305.5 Employees who have three years or more of continuous service with Company (as defined in Section 106.1) shall be given preferential consideration as follows for promotions occurring in the department of General Construction in which they are employed:

(a) In the case of each such promotion, such preferential consideration shall be given to that employee who has the *greatest service and is at 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 hereto and made a part hereof. Company will notify Union in advance in writing of any changes in the number of boundaries of such areas, but in no event shall an Area be less than one Division.*

(b) Notwithstanding anything herein contained to the contrary, Company may make appointments to jobs requiring the employee to exercise supervisory duties on the basis of ability and personal qualifications.

(c) *At least once each month Company shall submit to Union a list of promotions in each geographic promotion-demotion area in General Construction. Such list shall include the name of the employee promoted, the location and title of the original vacancy, and the employment date of the promoted employee. Such list shall also include the name, employment date, and classification of each employee in the area and normal line of progression where the promotion was made who has an employment date earlier than the employment date of the promoted employee.*

Rights based on service (date of employment) rather than seniority.

Provides qualified employees with more than one year of service shall be given preferential consideration in temporary upgrades based on their service - 305.4.

Eliminates former 305.5 (b) relating to not qualifying for expenses when promoted.

Provides that Company shall give Union a monthly report on promotions in each geographic promotion - demotion area - 305.5 (c). This information will enable Union to police the Agreement with respect to promotions.

TITLE 306. DEMOTION AND LAYOFF PROCEDURE

Amend the listed Sections of TITLE 306 - DEMOTION AND LAYOFF PROCEDURE to read as follows:

306.1(b) In each classification in which a reduction is to be made, the employee with the least Service shall be offered the options to which he may be entitled under the provisions of Subsection (f) below, and in the event he does not effect available options, he shall be demoted to the next lower classification where he will displace the employee in such next lower classification who has the least Service, provided that such employee in the next lower classification does not have equal or more Service than he has. If there is no one in such next lower classification whom he may so displace, he will be demoted to the first successively lower classification (in the reverse order of the normal Line of Progression) in which the employee with the most Service does not have more Service than he has, and he will displace such employee.

(c) If there is no classification in the area to which Company can demote an employee in accordance with the provisions of this Section, or if an employee does not effect an election as provided for in Subsection (f), he will be laid off.

(d) In each classification in which a layoff occurs, the employee with the least Service shall be laid off first.

(e) An employee who is demoted or transferred to another headquarters and displaces another employee under this Title shall not be entitled to an expense allowance if he was not on an expense allowance on the date of such demotion or transfer.

(f)(1) An employee who is to be demoted or laid off within the *geographic promotion-demotion area as provided above in Subsection (b) or (c) may elect to displace another employee in the same classification and department of General Construction outside the area who has less Service than he has. If such a displacement in the same classification is not possible, the employee may elect to displace an employee in the next lower or successively lower classification (in the reverse order of the normal Line of Progression) at any location in the same department of General Construction provided that such employee in the lower classification does not have equal or greater Service than he has.*

(2) If the employee may not effect the provisions of any of the preceding Subsections rather than be laid off, he may, if he has five years or more of continuous Company Service, displace another employee in the same classification, or one successively lower, in a different department of General Construction, provided the employee is qualified to perform the work in the new department and does not thereby displace an employee who has equal or greater Service than he has.

(3) Employees to be displaced under the provisions of this Subsection (f) shall be designated by Company.

Add Sections 306.5, 306.6 and 306.7 to read as follows:

306.5 *When by reason of lack of work in his Department, the Company demotes into a classification in the collective bargaining unit a supervisor or other employee who was not at the time of demotion a member of such unit, such employee shall thereupon be entitled to exercise the rights set forth in this Title.*

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306.6 A supervisory or other employee who was not at the time of demotion a member of the collective bargaining unit, but who formerly worked in a classification which is in such unit, may be demoted for any reason other than lack of work into a classification in such unit provided that no employee in such unit shall be displaced by such action.

306.7 At such time an employee's Service with the Company terminates, such an employee shall be notified in writing if he is eligible for rehire or not eligible for rehire. The form shall be signed by the appropriate supervisor and, if available at the time of termination, by the employee. One copy of the executed form shall be presented to the employee. In the event the employee is unavailable on the date of termination, Company shall, on such date, mail one executed copy of the form to the terminated employee's last known address.

Demotion and lay off rights based on Service (date of employment) rather than classification or Company seniority. Adds provisions relating to demotion of employees into the Collective Bargaining Unit - 306.5 and 306.6.

Requires that employees whose service with Company terminates be notified as to their eligibility for rehire - 306.7.

TITLE 308. OVERTIME

Amend TITLE 308 - OVERTIME, Sections 308.1, 308.2, 308.11(f), and add 308.15 to read as follows:

308.1 Overtime is defined as (a) time worked in excess of 40 hours in a work-week, (b) time worked in excess of 8 hours on a work day, (c) time worked on a non-work day, (d) time worked on a holiday as provided for in Title 103, and (e) time worked outside of regular work hours on a work day. Company shall not be required to pay overtime compensation more than once for any single period of time worked. Overtime shall be cumulated each day and shall be compensated to the nearest 1/4 hour.

308.2(a) In general, overtime compensation at the rate of 1 1/2 times the straight rate of pay shall be paid to employees for overtime as defined in Items (a), (b), (c), (d) and (e) of Section 308.1; except that

(b) The time worked in excess of 16 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of 2 times the employee's straight rate of pay, or

(c) If, following an employee's dismissal from work or on an employee's non-work day, the employee is called out for work, he shall be paid at 2 times his straight rate of pay for work performed in the 8 hours preceding his next regular work hours unless he reports for work 2 hours or less before his next regular hours of work.

(d) For the purpose of this Section, an employee's "regular hours of work" shall be the same on a non-work day as those regularly scheduled for such employee on a work day.

308.14(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 8 consecutive hours, in which event he shall be paid at 2 times the straight rate of pay for all work performed until he has been relieved from duty for at least 8 consecutive hours.

308.15 Except where a hazard to life or property exists, employees will not be required to work more than 3 consecutive weeks without having 2 consecutive days off.

Provides for payment of double time for work beyond 16 consecutive hours and for work performed between midnight and 8:00 a.m. unless an employee reports for work at 6:00 a.m. or later. (Same provisions applicable to the 8 hour period preceding the start of any employee's regular hours of work, which start at other than 8:00 a.m.) - 308.2.

Provides for 2 times the straight rate of pay for time worked during a rest period 308.14 (f).

Provides, except where a hazard to life or property exists, that an employee will not be required to work more than 2 consecutive weekends without having a weekend (2 consecutive days) off - 308.15.

TITLE 309. SICK LEAVE

Delete this Title.

TITLE 310. STATUS OF EMPLOYEES

Deleted - see Title 106.

TITLE 400. INTERIM NEGOTIATIONS

Add TITLE 400 - INTERIM NEGOTIATIONS to read as follows: (Amend Title 22 to read identically with Title 400 of the Physical, except for section numbers.)

400.1 From time to time during the term of this Agreement, grievances which have been timely filed concerning the interpretation and application of the provisions of this Agreement may be "Suspended" pursuant to the provisions of a Letter Agreement dated November 1, 1973, as amended January 1, 1974. This Title authorizes the establishment of Ad Hoc Negotiating Committees from time to time to resolve such disputes.

400.2 An Ad Hoc Negotiating Committee established by this Title shall be composed of members appointed by Union's Business Manager and members appointed by Company's Manager of Industrial Relations. Each party may appoint any number of members who they deem best suited to resolve the particular dispute before the Committee. The members appointed by each, however, shall be kept to a reasonable number consistent with the principles of effective bargaining, and each shall appoint a spokesman from amongst those appointed to the Committee.

400.3 The time spent by Union's Committee members in conjunction with the purpose of this Title and who are employees of the Company shall be paid by Com-

pany, and Union shall reimburse Company for such expenditures in accordance with the provisions of the Letter Agreement dated January 8, 1971.

400.4 The Committee is authorized to settle the dispute referred to it and issue a final and binding decision thereto and to issue Letters of Agreement or Letters of Interpretation revising and adding to this Agreement where necessary to effectuate the Committee's settlement.

Established provisions wherein the parties may suspend grievances and refer the subject matter to Ad Hoc Negotiations in an effort to resolve the dispute.

TITLE 500. TERM

Amend Section 500.1 to read:

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 January 1, 1974 to December 31, 1976, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term.

Amend Section 500.3 to read:

500.3 Effective January 1, 1975 the wage rates established in Exhibit X of the Agreement shall be increased not less than 6% and not more than 8%. The amount of the increase shall be based on the BLS Consumer Price Index for the United States - all cities - for the month of October 1974 in accordance with the following table:

Index for October 1974	Wage Increase
Less than 143.3	6%
143.3 through 143.9 inclusive	6 1/2%
144.0 through 144.6 inclusive	7%
144.7 through 145.1 inclusive	7 1/2%
145.2 through 146.8 inclusive	8%

The foregoing index numbers are based on 1967 - 100 as revised January 1971.

If the Consumer Price Index for the United States - all cities - for the month of October 1974 exceeds 146.8, Union may reopen this Agreement with respect to the sole subject of wages by giving written notice of such reopening to Company prior to November 30, 1974.

Amend Subsection 500.3(a) to read:

(a) Notwithstanding the provisions of Section 500.1, either party may reopen this Agreement with respect to the subject of wages and one other subject covered by this Agreement by giving written notice of such reopening and said other subject to the other party 45 days prior to January 1, 1976.

Provides for a three (3) year term with a wage adjustment effective 1/1/75 based on increases in the cost of living. A minimum increase of 6% is guaranteed. If the cost of living goes up 3.5% from December 1973 through October 1974, the wage increase is 6 1/2%, cost of living 4% - wages 7%. Cost of living 4.4% - wages 7 1/2%, cost of living more than 4.8% - wages 8%. If the cost of living goes up more than 6.1%, the Union may reopen the Agreement for negotiations with respect to wages - 500.3 45 days prior to 1/1/76 either party may open the Agreement for negotiations with respect to wages and one other subject - 500.3(a).

TITLE 600. JOB DEFINITIONS AND LINES OF PROGRESSION
Amend certain portions of TITLE 600 - JOB DEFINITIONS AND LINES OF PROGRESSION, EXHIBITS VI-C, VI-E, VI-G and VI-L to read as follows:

VI-C Pipe Line Operations

Add: (2640) Yardman, (1160) Maintenceman, (1569) Assistant Compressor Plant Operator as next lower to (1401) Apprentice Transmission Mechanic.

Add: (2640) Yardman as next lower to (1160) Maintenceman.

VI-E Division Steam Departments

Add: (2960) Technical Clerk as next lower to (2091) Apprentice Instrument Repairman.

VI-G Division Water Departments

Add: (0453) Heavy Truck Driver (Western Canal only) and (0440) Heavy Tractor Operator as same or higher to (1195) Canal Maintenceman - Western Canal.

Add: (1195) Canal Maintenceman - Western Canal as next lower to (0453) Heavy Truck Driver only on Western Canal.

Add: (1195) Canal Maintenceman - Western Canal as next lower to (0440) Heavy Tractor Operator only on Western Canal.

VI-L Division Electric Departments

Add: (1660) T & D Equipment Operator as next lower to (2281) Apprentice Cable Splicer.

March 8, 1974

Local Union No. 1245

International Brotherhood of

Electrical Workers, AFL-CIO

P.O. Box 4790

Walnut Creek, California 94596

Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

This letter supersedes and cancels our letters to you of January 19, 1973 and March 28, 1973 on the same subject.

As a result of interim discussions of Gas Transmission and Distribution matters, Company proposes, effective January 1, 1974, to adopt the following revisions to the Light Crew Foreman and the Fieldman job definitions to the "Notes on the Fitter Definition," and to the "Notes on Fieldman Definition," and to reflect these changes in Exhibit VI, "Job Definitions and Lines of Progression, Division Gas Departments."

The proposed revisions include:

A. Add the following note to the Light Crew Foreman job definition:

"A light Crew Foreman may as a working foreman perform certain assignments with the assistance of a qualified employee. Such assignments shall not include any of the following:

PHYSICAL AGREEMENT AMENDMENTS

March 8, 1974

1. Installation of mains or services in excess of 2' or inserts in excess of 1-1/4'. Handling of steel pipe shall be limited to lengths approximately 21 feet (two or more lengths of steel pipe welded together shall be considered a single length).
2. Assignments which involve the excavation of a street where the normal directional flow of traffic cannot be maintained or provision made to accomplish the work through the use of barricades.
3. Installation of meter and splice boxes in excess of 200 pounds unless lift equipment is provided.

For purposes of the above, the term 'qualified employee' may include an experienced Helper who has six months in the Gas T&D Department, or sufficient training and experience either with Company or in related work elsewhere so that the Helper has sufficient ability to perform the assigned work to the satisfaction of the Light Crew Foreman.

In all types of work, one or two-man units will not be required to perform any function that would:

- a. Create a hazard to life or property.
- b. exceed the capability of manpower, tools, or equipment available."

B. Amend the Note 2b on Fitter Definition as follows:

"Repair of minor leaks by means of a leak clamp, fusion or welding. Large leaks, patching of pipes or emergency conditions shall be handled by crews."

C. Amend the Fieldman definition as follows:

0524 Fieldman

An employee who is engaged in the construction, maintenance and operation of gas transmission and distribution facilities and other underground systems. Under the direction of a Light Crew Foreman, Fitter or Gas Mechanic, performs such duties as installing leak repair clamps, domestic meter sets, miscellaneous pipe fitting, lighting pilots, operating equipment such as earth-boring equipment, small pressure control equipment (Mueller, etc.), leak detectors, pipe locators, small trenchers and other equipment of 30 hp or less. May work alone in performing such duties as truck driving, operating compressors, concrete saws, routine leak surveys and pipe locating, taking pipe to soil potentials. Performs clerical work associated with these duties. May also be required to perform the duties of a Manhole Ker and assist an employee in a higher classification.

D. Amend the "Notes on Fieldman Definition" as follows:

- a. Pipe location and leak surveys and investigations. This work shall normally be done alone, but, where necessary for protection of a Fieldman, a Helper may accompany him to act as a Flagman while no mechanical work will be performed as part of these surveys. When a Helper is assigned to assist a Fieldman, the Helper's primary function will be to act as a Flagman for the protection of both men, nevertheless, the Helper will be expected to provide some assistance to the Fieldman such as raising manhole covers, painting the street after the Fieldman has chalked it, or holding one end of the pipe locator."

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
, 1974

By Business Manager

A. Permits a Light Crew Foreman to perform limited work with the assistance of a qualified employee. (Wage rate for L.C.F. increased \$5.00 per week at top step and \$2.00 per week at starting step.)

C. Definition revised to assure that Fieldman normally works under the direction of a L.C.F., Mechanic or Fitter.

D. Adds leak investigations to duties of a Fieldman.

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

March 8, 1974

Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

In order to resolve the issues in Review Committee Case No. 1174 and to clarify the job definition for future application, Company proposes pursuant to Section 204.4 of the Physical Agreement to add the following note to the (1594) Crane Operator Job Definition in Exhibit VI-A, "Job Definitions and Lines of Progression Materials Distribution, Division Materials Departments Including the Pipe Line Operations":

Note: For purposes of this definition, a crane is defined as a mobile, self-propelled lifting device that uses a lattice structured boom, cable and pulley lift mechanism.

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

, 1974 By Business Manager

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

Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

In our discussions of June 2, 1972 concerning training for Terminal Operators in the Pipe Line Operations Department, Company expressed its intent to develop a formalized training program for employees assigned to this classification. Accordingly, the attached program has been developed.

In conjunction with the development and administration of an adequate training program and pursuant to Section 204.4 of the Physical Agreement, Company proposes that the Terminal Operator position be redesignated as a beginner's classification with the following weekly wage rates:

Start	- \$173.50
End 6 Mos.	- 186.35
End 1 yr.	- 199.25
End 18 Mos.	- 212.15
End 2 Yrs.	- 225.00

In addition, Company proposes to add the following note to the Terminal Operator job definition as contained in Exhibit VI-C:

Note: A prebid within Pipeline Operations or an application for transfer between headquarters will be considered as a bona fide bid from Terminal Operator or a higher classification in the Line of Progression to Terminal Operator. Under other circumstances, the Terminal Operator classification will be considered a beginner's classification and will not be posted for bid.

Based upon the above changes, Company proposes, pursuant to Section 205.11 of the Physical Agreement, adoption of a testing program at the end of each of the above six-month periods. Copies of typical questions for each test are attached.

A. Examination Procedure

The written examinations will be used to assist in determining progress of any employee in the Terminal Operator training program effective January 1, 1974, or such earlier date that Company and Union agree to, and the following procedure shall apply:

1. A Terminal Operator who passes the established examination and who is satisfactorily performing his duties will be granted the periodic wage progression of the classification.
2. A Terminal Operator who is due to progress to the next higher wage step and who does not pass the established examination shall:
 - a. be notified in writing of the requirement that he pass the established examination prior to the date he is scheduled to receive the next higher wage step.
 - b. be held in his present wage rate, and
 - c. be allowed a maximum of three months to meet the requirements.
3. If during such three-month period the employee passes the established examination, he shall receive the next higher step wage rate effective on the date such examination is passed. He will not be eligible for further progression in the wage rate until six months have elapsed and, if applicable, further examinations have been passed.
4. a. If an employee who is attempting to meet the requirements established to progress from the six months to the one-year step of the program fails to meet the established requirements during such three months' period of time, he shall be removed from the classification.
 - b. If a Terminal Operator who is attempting to meet the requirements established to progress for any other step of the program fails to pass the established examination within the allotted time (including the three months' extension), he shall be removed from the classification and demoted to Helper in the Pipe Line Operations Department. As a Helper, he shall either fill a vacancy if one exists or displace the junior employee in the classification, provided such employee does not have more Company seniority than he.
 - c. An employee who on December 31, 1973 was satisfactorily performing the duties of the Terminal Operator classification and who continues to perform such duties in a satisfactory manner shall not be removed from his classification nor have his progress through the Terminal Operator wage rates delayed through application of the training program. However, the training outlined in the program shall be made available to each of these employees in order to qualify them for progression to the Senior Terminal Operator position.
5. An employee who was formerly demoted for a reason other than the one contained in Paragraph 4 from Terminal Operator or who was formerly in a classification higher thereto in the line of progression and who returns to a vacancy in such classification shall be placed by Company in the wage step of the Terminal Operator classification commensurate with his current knowledge, skill, efficiency, adaptability, and physical ability.
6. An employee, except an employee covered by Paragraph 5 above, who fills a vacancy in the Terminal Operator classification shall be placed at the starting rate for the classification.
7. An employee shall be entitled to take an examination described in this Part A a maximum of four times in accordance with the following schedule:
 - 1st Examination - At any time prior to the date on which the examination requirement must be met as provided above.
 - 2nd Examination - One month, or thereafter, following the date of the original examination.
 - 3rd Examination - Two months, or thereafter, following the date of the second examination.
 - 4th Examination - Three months, or thereafter, following the date of the third examination.

If an employee fails to pass the examination a fourth time, Company will

PHYSICAL AGREEMENT AMENDMENTS

not be required to give further consideration to examining such employee for qualification for progression within his classification. The foregoing schedule of examinations must be completed within the time limits provided in Paragraphs A-2 through A-4 above.

An employee will be deemed to have met the examination requirement if he attains a grade of 70 percent to any form of the examination for the wage step he is attempting to attain. If such grade is attained, further examinations for progression within the applicable classification will not be required.

8. An employee who desires to meet the testing requirements must make written request by U.S. mail to the Pipe Line Operations Manager's administrative staff. If such request was timely with respect to the procedures outlined in Paragraph 7 above, he shall be tested within 14 calendar days. The examinations will be administered by the Pipe Line Operations Manager's administrative staff. Each employee who is tested will be notified of his test results in writing. Counseling and other action necessary to assist employees in meeting the requirements will be administered by the Pipe Line Operations Terminal Operation's staff.

B. If a dispute should arise concerning an employee's appointment to the program or failure to successfully complete the program or eligibility to be retested, such dispute may be referred to the Local Investigating Committee as provided for in Section 102.8 provided that the time limits referred to in Section 102.6 are observed.

If you are in accord with the foregoing and the attachments 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
 , 1974

Establishes a training program for Terminal Operators in the Pipeline Operations Department.

EXHIBIT VIII JOB COMPARISONS

GENERAL CONSTRUCTION
Materials Man*

DIVISIONS
Materials Man*

* Changed from Warehouseman to Material Man, otherwise all classifications listed in the Job Comparisons in Exhibit VIII remain the same.

The foregoing comparison of jobs is general and does not necessarily connote that the jobs which are compared have identical duties or that performance in one job of itself qualifies an employee for a "comparable" job.

An employee in General Construction must pass the appropriate agreed to aptitude test before his bid to fill a division job vacancy under the provisions of Title 205 will be considered.

Such employee shall be entitled to *two opportunities* to pass the aptitude test referred to above. *The second attempt to pass such test must be a minimum of three months from the date of the initial attempt.*

An employee in General Construction, other than an employee in a journeyman classification in the same Line of Progression as that in which the vacancy exists, must pass the appropriate agreed to apprentice entrance tests as designated in Paragraph A of the Master Apprentice Agreement before his bid to fill a vacancy in an apprentice or a journeyman classification will be considered. He shall be entitled to retest following failure on the same schedule as a Division employee.

EXHIBIT X Classification Wage Adjustments

Department and Classification	Present Rate	Weekly	Adjusted Rate Prior to 1974 GWI
Gas Department			
0640 Light Crew Foreman and	Start	\$248.40	Start \$250.40
0643 Light Crew Foreman (Manhole or Duct)	End 1 yr.	\$263.30	End 1 yr. \$268.30
1300 Gas Mechanic	\$245.35		\$247.35
1717 Pressure Operator (Marysville, Sacramento, Oakland)	End 6 mos.	\$248.95	End 6 mos. \$255.10
Pipe Line Operations			
1830 Senior Terminal Operator	Start	\$237.90	Start \$243.40
	End 6 mos.	\$243.40	End 6 mos. \$255.10
	End 1 yr.	\$248.95	

Local Union No. 1245
 International Brotherhood of
 Electrical Workers, AFL-CIO
 P. O. Box 4790
 Walnut Creek, California 94596
 Attention: Mr. L. L. Mitchell, Business Manager

March 8, 1974

Gentlemen:

This letter cancels and supersedes all previous proposals submitted to you on the same subject.

As discussed with you on numerous occasions, it has become increasingly dif-

ficult for the Company to properly staff and maintain qualified personnel in certain journeyman classifications and locations in the system. In an attempt to solve this problem, Company proposes the following:

1. When the complement of a journeyman classification is 10% or more below the desired strength for 90 days or more at a specific headquarters, Company may upon giving written notice to Union designate the apprenticeship leading to such journeyman classification, the journeyman classification, and classifications above the designated journeyman classification, as critical classifications. Non-apprenticeship situations shall be handled in accordance with Paragraph 8 below.

2. In order to bring the complement at the affected headquarters to the desired level, Company will initially seek volunteers system-wide for assignment to such critical classifications through the postbid procedure. Employees voluntarily transferring to the critical classifications shall be designated critical and be subject to the conditions outlined below. If sufficient employees are obtained in this matter to alleviate the critical situation, no further action will be taken. If, however, a sufficient number of employees are not obtained for critical status, Company shall designate all apprentices appointed after the date critical status was applied at that headquarters as "critical apprentices."

3. (a) Except as provided in (b) below, employees on critical status shall be paid 8% above their basic weekly rate as provided for in Exhibit X.

(b) Employees in a critical apprenticeship status shall be paid the following percent adjustment above their basic weekly rate as provided for in Exhibit X:

Start	- 3%
End 6 mos.	- 4%
End 1 yr.	- 5%
End 18 mos.	- 6%
End 24 mos.	- 7%
End 30 mos.	- 8%

4. Employees on critical status will not have their prebids or postbids for vacancies in or below their present classifications nor their application for transfer considered for any job outside of their existing headquarters or outside of their line of progression.

5. A journeyman's "critical" status shall be for a period of three years with the exceptions set forth in Item 6 below. However, by mutual agreement, the "critical classification" designation may be lifted on either an individual or on a total basis. Apprentices on critical status shall complete their training at the "critical" headquarters.

6. Apprentices designated as critical who progress to unassigned journeyman status shall continue on "critical" status for two additional years under the conditions outlined above. If the desired strength has been met at the concerned headquarters, the unassigned journeyman may replace the senior journeyman on "critical" status who desires such replacement. Upon his release from "critical status", the 8% weekly allowance and the freeze on bidding and transfer rights will cease.

7. Company will give the Union and the involved employees 90 days' notice of the cancellation of the "critical classification" designation. However, upon cancellation by Company, employees on critical status shall continue to receive the appropriate weekly allowance for the remainder of their applicable term or until such time as they bid or transfer to another classification or headquarters.

8. In critical situations where a formal apprenticeship is not involved Company proposes to apply the 8% weekly allowance and the freeze on bidding and transfer rights to the journeyman classification under the conditions outlined above. However, in each instance, the added weekly pay and the total length of the bid or transfer freeze for classifications leading to such non-apprentice journeymen shall be established by agreement between Company and Union. Such agreement shall be, to the extent possible, consistent with the framework outlined above for apprentice situations.

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.

Your 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

, 1974 By Business Manager

Local Union No. 1245
 International Brotherhood of
 Electrical Workers, AFL-CIO
 P.O. Box 4790
 Walnut Creek, California 94596
 Attention: Mr. L. L. Mitchell, Business Manager

March 8, 1974

Gentlemen:

Immediately following agreement on the letter agreement establishing the critical classification concept, Company will designate Apprentice Linemen, Linemen, Troublemen and Line Subforemen in San Francisco Division as critical classifications. In the period immediately following such designations, Company shall attempt to increase its complement of employees in these critical classifications in San Francisco to the necessary level through a system-wide voluntary approach using the postbidding procedure. If sufficient volunteers are not obtained, Company shall place all apprentices appointed after the effective date of the agreement on critical classifications on critical status subject to the conditions outlined in such letter agreement.

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

CLERICAL AGREEMENT AMENDMENTS

TITLE 1. PREAMBLE

Amend SECTION 1.2 to read as follows:

1.2 It is the policy of Company and Union not to discriminate against any employee because of race, creed, sex, color, age or national origin.

Adds age.

TITLE 2. RECOGNITION

Amend TITLE 2 - RECOGNITION, Section 2.1 to read as follows:

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, *Vice President and Comptroller's Organization: Plant Accounting Department, Corporate Accounting Department (except the Special Report and Analysis Section), Disbursement Accounting Department, Customer Accounting Department, Computer Operations Department, and the Processing and Control Section under the Assistant Comptroller-Processing* 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.

Revised to conform to various changes in Company's operation.

TITLE 6. LEAVE OF ABSENCE

See Physical - Title 101.

TITLE 7. SICK LEAVE

Title 7 shall be amended to substantially conform with the changes made in Title 112, except for the inclusion of Subsection 112.10(b).

TITLE 8. VACATIONS

See Physical - Title 111.

TITLE 9. GRIEVANCE PROCEDURE

Add Section 9.15 to TITLE 9 - GRIEVANCE PROCEDURE to read as follows:

9.15 By written agreement between Company and Union, other provisions may be substituted for or added to the provisions of this Title.

Permits establishment of a Supplemental Grievance Procedure as well as a special procedure for handling grievances relating to grading of clerical jobs.

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

March 8, 1974

Attention: Mr. L. L. Mitchell, Business Manager
Re: Clerical Job Grading Grievance Procedure

Gentlemen:

During the past several months, your Clerical Subcommittee has been working closely with the Company's Director of Wage and Salary Administration and his staff in an effort to resolve several of the cases presently in Review Committee which concern the application of the Clerical Cross-Hatch Index System. The results obtained so far are encouraging, and we believe that it is timely to suggest a formalization of their activities by establishing a special clerical job grading grievance procedure.

At the present time, grievances concerning the establishment or change of classifications are processed through the usual grievance channels. A result of this is that considerable delay ensues because those initially involved and even later in Review Committee do not have the expertise to fully evaluate the action taken. Our proposal would place the grievance immediately into the hands of persons trained in job grading. This should result in the resolution of a large number of the grievances filed at the first level. In the event the grievance cannot be settled by them, it would be referred to a special clerical subcommittee for further discussion and settlement; and if that committee is unable to resolve the grievance, it would then come back into the usual stream of the grievance procedure at the Review Committee level.

Grievances concerning either the establishment of a new position or change or reclassification of a present position must be grieved within the time limits provided in Title 9, and such time limits shall commence running the day the Job Awards Bulletin is first posted. Grievances concerning a present wage rate and function of an incumbent to be deemed timely filed within the provisions of Title 9 must be filed within 30 days after the Shop Steward has discussed such a matter with the grievant's Supervisor. In no case, however, will a retroactive wage adjustment be made which exceeds 30 days before such discussion with the Supervisor.

In addition to resolving grievances properly submitted to the Clerical Job Grading Grievance Committee, the Committee may also, by mutual agreement, adopt revisions to the Clerical Cross-Hatch Index System or substitute therefor any other system mutually acceptable to Company and Union.

1. Filing

Grievances concerning a change of classification, establishment of a new clerical position or the present wage rate and function will initially be filed by the Union Business Representative with the Division/ Department Personnel Manager. Such grievance must be filed within the time limits contained in Section 9.5 of the Clerical Agreement. If the grievance is not resolved at this level, it will be

referred to the Union Analyst and the Company's Wage and Salary designate within ten days after filing.

Job vacancies filled pursuant to any provision of Title 18 wherein the previous designation of the position has been changed or is newly established shall be included in the Clerical Job Awards Bulletin or the report on beginner's classifications filled.

2. Response

After receipt of the grievance, the Company's Wage and Salary designate will prepare a response to the grievance and, if it is not sustained, attach a Job Assignment Questionnaire and summary of Company's rating which will be forwarded to Union's Analyst within ten days following receipt of the grievance.

Thereafter, if the response is not a basis for settlement or for Union's written withdrawal of the grievance, the named representatives will endeavor to resolve the dispute by mutual agreement. If they agree, a memorandum of settlement will be signed by each representative.

3. Review

If the grievance is not settled within 30 days after the time provided for Company's response, the Union's Analyst may request in writing a meeting of the "Clerical Job Grading Committee." Such a meeting shall be held within 30 days following receipt of the Union Analyst's request or at the next scheduled meeting of the Clerical Job Grading Committee, whichever occurs first.

4. Clerical Job Grading Committee

The Committee will be composed of not more than three members selected by Union's Business Manager and three members selected by Company's Manager of Industrial Relations. The Analyst and the Wage and Salary designate shall act as advisors to the Committee.

The Committee will meet as set forth above unless Union and Company members of the Committee mutually agree to a later date, but not more than once in each calendar month. In the event more than one such grievance is pending before the Committee, the Committee shall endeavor to review all such grievances at a single meeting.

The Committee (by majority agreement) is empowered to resolve any such grievance properly submitted to them, and such resolution shall be final and binding upon Company, Union, and the employee involved.

5. Referral to Review Committee

In the event that the Committee established herein is unable to resolve a grievance within 60 days after it is referred to them, the Director of Wage and Salary Administration shall forward such unsettled grievance to the Review Committee established pursuant to the provisions of Title 9 of the Clerical Agreement.

Grievances referred in this manner to the Review Committee shall be subject to the remaining provisions established for the Review Committee and arbitration by Title 9 of the Clerical Labor Agreement and our Letter of Agreement dated effective November 1, 1973.

The above procedure shall remain in effect until either party to this Letter Agreement notifies the other in writing of its intent to terminate the procedure within 30 days following receipt of such notice. In this event, the applicable provisions of Title 9 concerning grievance adjustments will be effective.

If you are in accord with the foregoing and agree thereto, please sign this letter Agreement in the space provided below for your signature.

Yours very truly,
PACIFIC GAS AND ELECTRIC COMPANY

By
Manager of Industrial Relations

The Union concurs in the foregoing proposed procedure for clerical job grading grievances and agrees thereto.

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

By
Business Manager

, 1974

Establishes a special grievance procedure for handling grievances relating to grading of clerical jobs. This will be carried on through a joint committee which may also, by mutual agreement, adopt revisions to the Clerical Cross-Hatch Index System or substitute therefor any other system mutually acceptable to Company and Union.

TITLE 11. SHIFT PREMIUM

Amend Section 11.2 to read as follows:

11.2 No shift premium shall be paid for the first shift. A premium of 20c per hour shall be paid for work performed in the second shift and a premium of 25c per hour shall be paid for work performed in the third shift. The shift premium, if any, which is payable for an employee's regularly scheduled hours of work shall be paid for any time worked by him immediately preceding or following his regular hours of work and as an extension thereof. If an employee is scheduled to work during a shift other than his regularly scheduled shift and such work does not immediately precede or follow his regularly scheduled shift, he shall be paid the shift premium, if any, which is applicable to the shift in progress as of the time he starts such work.

Increase shift premium from 15 and 20 cents to 20 and 25 cents.

CLERICAL AGREEMENT AMENDMENTS

TITLE 12. OVERTIME

Amend TITLE 12 - OVERTIME to read as follows:

12.1 Overtime is defined as (a) time worked in excess of 40 hours in a work-week, (b) time worked in excess of 8 hours on a work day, (c) time worked on a non-work day, (d) time worked on a holiday as provided for in Title 14 and (e) time worked outside of regular work hours on a work day. *Company shall not be required to pay overtime compensation more than once for any single period of time worked.* Overtime shall be cumulated each day and shall be compensated to the nearest 1/4 hour.

12.2(a) In general, overtime compensation at the rate of 1-1/2 times the straight rate of pay shall be paid to employees for overtime as defined in Items (a), (b), (c), (d) and (e) of Section 12.1 *except that*

(b) *The time worked in excess of 16 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of 2 times the employee's straight rate of pay, or*

(c) *If, following an employee's dismissal from work or on an employee's non-work day, the employee is called out for work, he shall be paid at 2 times his straight rate of pay for work performed in the 8 hours preceding his next regular work hours unless he reports for work 2 hours or less before his next regular hours of work.*

(d) *For the purposes of this Section, an employee's "regular hours of work" shall be the same on a non-work day as those regularly scheduled for such employee on a work day.*

12.3 Overtime work shall be distributed among employees within a department as equally as practicable.

12.4 *Employees who are called from their living quarters for emergency work on their non-work days or on holidays which fall on a work day, or outside of their regular work hours on work days shall be paid overtime compensation for the actual work time and travel time in connection therewith.*

12.5 *If an employee, who is called out for emergency work outside of his regular work hours on a work day, continues to work into or beyond his regular work hours he shall be paid overtime compensation for actual travel time only from his living quarters.*

12.6 *The minimum time for which overtime compensation shall be paid under the provisions of Section 12.4 shall be 2 hours, except that if an employee who is called out for emergency work outside of his regular work hours on work days continues to work into or beyond regular work hours he shall be paid overtime compensation only for travel time as provided in Section 12.5 and for actual work time up to regular work hours unless the provisions of Section 12.10 are applicable.*

12.7 *When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on work days outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for travel time from his living quarters and for actual work time up to regular work hours unless the provisions of Section 12.10 are applicable; (2) on non-work days outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond regular work hours, travel time only from his living quarters shall be paid for; and (3) on non-work days during regular work hours he shall be paid overtime compensation only for actual work time. For the purpose of this Section prearranged work shall be deemed to be work for which advance notice has been given by the end of his preceding work period on a work day.*

12.8 *The provisions of Section 12.7 as to travel time shall not apply when the prearranged work starts less than 2 hours before regular work hours.*

12.9 *If an employee is instructed by his supervisor to report for prearranged work on a non-work day, or on a holiday which he is entitled to take off with pay, and such work is cancelled, he shall be paid overtime compensation for a minimum of 2 hours, inclusive of any travel time as provided in Section 12.7, if he is not given notice of the cancellation of such work by the end of his preceding work period on a work day.*

12.10 If an employee has worked for 8 hours or more at the overtime rate during the 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 8 consecutive hours on the completion of such overtime work.

(a) There shall be included as part of the 8 hours worked at the overtime rate in such 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 8 hour rest period.

(b) Hours worked prior to any 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 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 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 subsection.

(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 8 consecutive hours, in which event he shall be paid at 2 times the straight rate of pay for all work performed until he has been relieved from duty for at least 8 consecutive hours.

Provides for payment of double time for certain overtime - 12.2.

Clarifies prearranged and emergency overtime and the application of travel time - 12.4 through 12.9.

Provides for 2 times the straight rate of pay for time worked during a rest period - 12.10(f).

TITLE 13. WAGES

Add Subsection (b) to Section 13.7 to read the same as Subsection 204.2(c) of the Physical Agreement.

Amend Section 13.9 by adding Subsection (c) to read:

13.9(c) *When Company appoints an employee from a classification covered under the Physical Labor Agreement to a beginner's classification covered under this Agreement, such employees shall be given a wage rate commensurate with the provisions of Subsections (a) or (b) above, whichever is applicable.*

Establishes a uniform procedure for delaying wage progressions for employees in beginning or negotiated training classifications (first two years of Clerk D). Eliminates any such delays in wage progressions for any other classifications - 13.7(b).

Provides for wage retention, up to maximum of top step of beginner's classification appointed to, when an employee transfers from physical to clerical bargaining unit - 13.9(c).

TITLE 14. HOLIDAYS See Physical - Title 103

TITLE 17. STATUS See Physical - Title 106.

TITLE 18. JOB BIDDING, PROMOTION AND TRANSFER

Amend TITLE 18 - JOB BIDDING, PROMOTION AND TRANSFER to read as follows:

18.1(a) The provisions of this Title shall be interpreted and applied in a manner consistent with the parties' purpose and intent in negotiating the job bidding and promotion procedure contained herein, namely that when an employee is qualified by knowledge, skill and efficiency and is physically able to perform the duties of a job, the employee with the *greatest Service* shall receive preference in accordance with the sequence of consideration outlined in Sections 18.5(b), 18.8 or an appointment to fill a vacancy, and that the Company shall endeavor to expedite the filling of job vacancies.

(b) Under this Title a regular employee will be considered for promotion or transfer on the basis of his *Service* and qualifications. It is the intent of the parties that the establishment of lines of progression shall not operate to impede an employee's advancement unreasonably. The parties recognize that experience and training in the duties of a job which is vacant are important elements to be considered in determining an employee's qualifications therefor. In filling a vacancy in a clerical or office classification in the collective bargaining unit described in Section 2.1, Company shall observe the provisions of Section 18.6 or Section 18.8 and in so doing shall give effect to the above stated purpose and intent. Any alleged arbitrary or discriminatory disregard of this policy shall be subject to review under the grievance procedure.

(c) Delete.

18.2(b) Delete.

18.4 Any regular full-time employee of Company entitled to preferential consideration under Subsection 18.8(a) or (b) may submit by United States mail on a form provided by Company a prebid on any existing job classification and headquarters for which he desires consideration. Company need not consider any prebid which was postmarked less than eight (8) calendar days prior to the date of posting an award to fill a job vacancy in the classification and headquarters on which the prebid is made. Company shall acknowledge receipt of all prebids within fifteen (15) calendar days from date of receipt and without rejecting the bid will notify in writing an employee who submits a prebid, hereunder, of any known reason which might preclude his filling the classification on which he has prebid, including information regarding testing programs which must be completed. *Such prebid shall be valid for a period of one year from the date of receipt or until such time as the employee changes his classification and/or headquarters.*

18.5(a) *Company shall make unrestricted appointments in filling one-half of the vacancies in beginner's classifications or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters.*

(b) *In making appointments to fill the remaining one-half of the vacancies in beginner's classifications in each line of progression or one-half of the vacancies in regularly scheduled part-time jobs in a given headquarters, Company shall give preferential consideration to regular physical and clerical employees, who have previously requested in writing a transfer to fill such vacancies, preference for appointment being given to the employee in each classification who has the greatest Service, in the following sequence:*

(1) *To such physical and clerical employees in the Division where the vacancy exists.*

(2) *To any other such physical or clerical employees.*

The provisions of this Subsection shall be applicable to a beginner's classification in a line of progression at a headquarters where a transfer application is on file for such vacancy and the number of unrestricted appointments under provisions of Subsection

CLERICAL AGREEMENT AMENDMENTS

18.5(a) exceeds transfers within 12 months of the beginner's classification becoming vacant.

Notwithstanding the foregoing, Company may nevertheless reject the transfer request of any such employee who does not possess the ability to perform the duties of such classification and who has not demonstrated the qualifications required to progress in the Line of Progression of the classification which is vacant.

(c) Company shall acknowledge receipt of all transfer applications within fifteen (15) calendar days from date of receipt and without rejecting such transfer application shall notify in writing an employee who submits a transfer application hereunder, of any known reason which might preclude his filling the classification on which he has applied, including information regarding testing programs which must be completed.

(d) Within ten (10) calendar days after the first of each month, Company shall, within each Division or Department, provide Union information on beginning job vacancies that have been filled the previous month as follows:

- (1) Name of individual, Social Security number, employment date and classification.
- (2) Classification of vacancy filled.
- (3) Department and Headquarters of vacancy filled.
- (4) Date vacancy filled.
- (5) Show whether vacancy is regular or part-time.
- (6) Show whether vacancy is filled by transfer, new hire or new hire-no transfers on file.
- (7) Show whether vacancy resulted from the downgrading of a higher classification or is a newly established position at the headquarters.

(e) The following classifications shall be considered as beginner's classifications and shall not be subject to the bidding provisions of this Title:

Clerk D
Meter Reader
Apprentice Key Punch Operator
Machine Operator B
Telephone PBX Operator B
Stenographer C
Typist A

(f) By written agreement between Company and Union, this list of beginner's classifications may be changed.

18.6 When a vacancy occurs in a clerical or office classification, Company may fill it at its discretion by assignment, provided that the employee who is assigned is within the Line of Progression and the Division in which the vacancy occurs and is either in the same classification as that in which the vacancy occurs or is in a classification having an identical scheduled wage rate. Successive vacancies created by such assignment may be filled in like manner. If any vacancy is not filled as provided herein, it shall be filled in accordance with the provisions of Section 18.8. This cannot result in more than one transfer between headquarters.

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

(a) Bids made by employees who are entitled to preferential consideration under Section 19.7.

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

- in the same classification as defined in Exhibit A, "Clerical Lines of Progression," as that in which the job vacancy exists, or
- in classifications which are higher thereto, or
- at the top rate of pay of the next lower classification.

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

(d) Bids made by any regular employee of Company.

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

18.13 In making an appointment to fill a job vacancy in a classification involving personal contact by the employee with the public or a classification in which an employee must exercise supervisory duties, Company shall consider bids of employees submitted as herein provided, but Company may nevertheless make an appointment from among the qualified bidders to fill such vacancy on the basis of ability and personal qualifications.

18.14 When an employee is to be appointed to fill a job vacancy in preference to an employee with greater Service, as provided in Section 18.9, Company shall notify Union of its decision prior to such appointment.

18.18(a) At least once each month, and within an interval of not more than 31 days, each Division of Company shall post on bulletin boards within the Division a list of all job awards made through prebids, postbids, or the application of the provisions of Section 18.6, since the last list was posted. Such list will include the job vacancy classification and headquarters, the appointed employee's name, and Service, and the Agreement Section relied upon for the award.

Rights based on Service rather than employment date. This does not result in any real change.

18.6 modified to limit to one change of headquarters in the filling of any series of jobs.

Makes additional changes in line with those made in Title 205 of the Physical Agreement.

TITLE 19. DEMOTION AND LAYOFF PROCEDURE

Amend the listed Sections of Title 19 - DEMOTION AND LAYOFF PROCEDURE to read as follows:

19.1 The provisions of Title 19 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 or Military Service shall be applied in such manner as to give effect to the following:

(a) Employees shall be given as much notice as practicable of Company's proposed action. Following such notice, and prior to the date of the proposed action, employees to be affected by the procedure shall be considered as though they had already been demoted and, notwithstanding the provisions of Title 18, have their bids to fill vacancies in the same or lower classifications, in the normal line of progression, considered under the provisions of Section 18.8. If, at the time the proposed action actually takes place at a location, there are employees other than on a temporary assignment in such location who are subject to displacement, the provisions of Subsection 19.1(b) through Section 19.10 shall apply to such employees.

(b) An employee's service, as defined in Section 17.3, shall be the determining factor in the application of this Title.

(c) Where a vacancy in an appropriate classification exists, the filling of such vacancy in accordance with the appropriate provision of this Title shall be substituted for the displacing of another employee as provided herein. If such vacancies exist at more than one headquarters, Company shall provide an employee with a list of such vacancies and the location thereof. He may then elect to fill any of such vacancies.

(d) An employee may not elect to displace another employee whose Service is the same or greater than his own. An employee may not displace an employee in a classification having a wage rate higher than that of his own classification except where such classification is considered to be the same in accordance with a Line of Progression as provided for in Exhibit A.

19.2(c) Delete.

19.3 When a demotion is to be made in a classification at a Company headquarters, the employee with the least Service in such classification shall be demoted to the next lower classification in the reverse order of the normal line of progression. An employee shall be demoted on a step-by-step basis; that is, he shall first be demoted in the reverse order of the normal line of progression for his classification to the next lower classification and, at such step, if he is subject to further demotion he may exercise the election provided for in Section 19.5 or Section 19.6, as the case may be. If successive demotions must be made, the same procedure shall apply at each step until the employee is either placed in another job or he is laid off. If more than one demotion is to be made, the within procedure shall first be applied to the highest classification to be affected and then to successively lower classifications.

19.4 If there is no job to which Company can demote an employee under Section 19.3, or if the employee does not effect a displacement under any of the elections in Section 19.5 and 19.6 he will be laid off.

19.5(a) An employee who is to be demoted as provided in Section 19.3 may elect to displace that employee in his same classification, department and line of progression within the Division who has the least Service, or if no such election is available, he may, if he has been employed three years or more, then elect to displace that employee in the Company in his same classification, department and line of progression who has the least Service.

(b) An employee who is to be demoted as provided in Section 19.3 and who cannot exercise either of the elections as provided for in Subsection (a) hereof may elect to displace that employee in his same classification within the Division who has the least Service, or if no such election is available, he may, if he has been employed three years or more, then elect to displace that employee in the Company in his same classification who has the least Service.

(c) An employee who has been demoted, as provided in Section 19.3, before exercising the election provided by Subsection (a) hereof, may exercise such elections as if the demotion had not occurred.

19.6 If Company cannot effect a demotion of an employee in accordance with Section 19.3 and, if in addition, such employee does not for any reason effect an election in accordance with Section 19.5, he may, if he has previously worked for at least six months in any other classification in another line of progression in Company, elect to displace that employee in such classification and line of progression in his Division who has the least Service. An employee may exercise an election under the provisions of this Section only when it is for the purpose of returning to the line of progression in which he worked immediately prior to entering the line of progression from which the election was exercised.

19.7 For the purpose of enabling employees who have been demoted or transferred for any reason other than inability to perform the duties of their jobs, or to enable employees who have been on or are on Long Term Disability status to return to their former status on an accelerated basis, Company will give preferential consideration in the following sequence to the bids made by such employees on any job vacancy:

(a) Bids made by employees who formerly worked in such job classification and headquarters, and who were transferred from such headquarters, demoted from such classification, or were placed on Long Term Disability status from such headquarters. An employee's bid shall not be considered under this Subsection if following his demotion or transfer he has not exercised each opportunity available to him to bid on a job in his former classification and headquarters.

(b) Bids made by employees who formerly worked in such job classification and who were demoted therefrom.

In considering, under Subsection 19.7(a) or (b), bids received from two or more employees on the same job, Company shall give preferential consideration to the bid made by the employee who has the greatest Service.

An employee who has been demoted or transferred under the provisions of this Title who thereafter voluntarily removes himself from the Line of Progression to which he was previously transferred or demoted shall not be given consideration under this Section.

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

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

(b) Not more than two days after receiving the notice provided for in Subsection (a), the employee should advise Company of his decision with respect to exercising the election. If he desires to exercise the election, Company shall within two days thereafter provide him with a list of the jobs in his Division and the locations thereof to which the election may be applied.

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

19.10 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 \$750.

(a) "Beyond commutable distance," as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his present residence.

19.11 When by reason of lack of work at his headquarters the Company demotes into a classification in the collective bargaining unit a supervisory or other employee who was not at the time of demotion a member of such unit such employee shall thereupon be entitled to exercise the rights set forth in this Title.

19.13 Notwithstanding the provisions of Section 18.5, a regular full-time employee who has been laid off for lack of work for a period not in excess of one year shall be entitled to preferential rehire in the reverse order of layoff as follows:

When a vacancy exists in a beginner's job in the line of progression in the Division from which an employee was laid off, Company shall send notice of openings for reemployment to the last mailing address as furnished by the laid-off employee. Within five working days after such notice is mailed, such laid-off employee must advise Company whether or not he accepts such reemployment. If no reply is received by Company within five days after the notice is mailed, such employee will be considered terminated, and the next employee on the laid-off list may be notified of the opening. To expedite rehiring, more than one employee may be notified of an opening, but priority shall be given to employees in the reverse order of layoff. If no employee remains on the laid-off list the provisions of Section 18.5 will be invoked. Employees recalled shall report to work within seven calendar days after advising Company of their acceptance of reemployment. If they fail to report within such time, they shall be considered terminated with no further reemployment rights under this Section. An employee returning to a beginner's job under provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he returns.

PROVISIONS FOR DEMOTION FOR OTHER THAN LACK OF WORK

The foregoing Sections 19.1 through 19.6 and 19.8 through 19.10 and 19.13 apply only to an employee demoted for lack of work. Demotion for any reason other than for lack of work is provided for as follows:

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

19.15 A supervisory or other employee who has not at the time of demotion a member of the collective bargaining unit but who formerly worked in a classification which is in such unit may be demoted for any reason other than for lack of work into a previously existing vacancy in such unit within the Division in which he is employed or into a vacancy which has been created in any Division by the concurrent transfer or promotion of an employee out of such unit in connection with such demotion.

Substantially amended to duplicate, where possible, the provisions in the Physical Agreement.

Elimination of the three (3) year bar for beginner's classifications in the demotion process.

Moving costs increased from \$500 to \$750 - 19.10.

Preferential rehire rights to beginner's jobs are given to employees who are laid off for lack of work - 19.13.

TITLE 20. SAFETY

Amend TITLE 20 - SAFETY to read as follows:

20.1 Health and Safety

The provisions of Title 105 of the Physical Agreement dated September 1, 1952, as last amended, are incorporated herein except that:

- Grievances shall be filed in accordance with the provisions of Title 9 of this Agreement, and
- Only a single Health and Safety Committee and Safety Inspection Committee shall be established, but Clerical employees may be appointed to such committees pursuant to the applicable provision of Sections 105.3 and 105.8 of said Agreement.

Makes provisions applicable to Physical Agreement in Title 105, applicable to Clerical Agreement.

TITLE 21. LABOR-MANAGEMENT COOPERATION

See Physical - Title 8

New title the same as Title 8 in Physical Agreement.

Letter Agreement re Division/ Department meetings also applicable to Clerical Agreement.

TITLE 22. INTERIM NEGOTIATIONS

Amend Title 22 to read the same as Title 400 of the Physical Agreement.

TITLE 24. TERM

Amend Section 24.1 to read:

24.1 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 January 1, 1974 to December 31, 1976, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term.

Amend Subsection 24.2(b) to read:

24.2(b) Effective January 1, 1975 the wage rates established in Exhibit F of the Agreement shall be increased not less than 6% and not more than 8%. The amount of the increase shall be based on the BLS Consumer Price Index for the United States - all cities - for the month of October 1974 in accordance with the following table:

Index for October 1974	Wage Increase
Less than 143.3	6%
143.3 through 143.9 inclusive	6 1/2%
144.0 through 144.6 inclusive	7%
144.7 through 145.1 inclusive	7 1/2%
145.2 through 146.8 inclusive	8%

The foregoing index numbers are based on 1967 - 100 as revised January 1971.

If the Consumer Price Index for the United States - all cities - for the month of October 1974 exceeds 146.8, Union may reopen this Agreement with respect to the sole subject of wages by giving written notice of such reopening to Company prior to November 30, 1974.

Amend Subsection 24.2(c) to read:

24.2(c) Notwithstanding the provisions of Section 24.1 either party may reopen this Agreement with respect to the subject of wages and one other subject covered by this Agreement by giving written notice of such reopening and said other subject to the other party 45 days prior to January 1, 1976.

Add Section 24.7 to read as follows:

24.7 Company shall not by reason of the execution of this Agreement (1) abrogate or reduce the scope of any present plan or rule beneficial to employees, such as its vacation and sick leave policies or its retirement plan, or (2) reduce the wage rate of any employee covered hereby, or change the conditions of employment of any such employee to his disadvantage. The foregoing limitations shall not limit Company in making a change in a condition of employment if such change has been negotiated and agreed to by Company and Union.

Same as Title 500 of Physical Agreement.

EXHIBIT A LINES OF PROGRESSION

Amend EXHIBIT A - LINES OF PROGRESSION - ACCOUNTING to read as follows:

The tables shown below are for use in filling vacancies in the Disbursement Accounting Department, Assistant Comptroller - Processing and Control Section, Computer Operations Department, Customer Accounting Department, Plant Accounting Department, Mail Services Section of General Office Building Department, and Corporate Accounting (except Special Report and Analysis Section). They should be used in connection with Section 18.8 of the Clerical Agreement dated July 1, 1953, as amended. The designation "Accounting" (i.e., Clerk A - Accounting) shall include all such classifications in any of the foregoing departments.

To use these tables, find the vacant classification. Below the vacant classification in the left-hand column are listed the next lower classifications. Below the vacant classification in the right-hand column are listed classifications which are the same as, or higher than the vacant classification. The classifications listed as next lower, the same as, or higher than the vacant classification are followed by a hyphen and a label which describes the general function of the clerical classifications which are so considered.

Combination classifications (e.g., Clerk-Typist B) are not shown as such. Vacancies in such classifications will be filled on the basis of the primary classification (the first classification in the Title), taking into account the qualifications required for the secondary classification. Consideration for promotion of employees who hold such classifications shall be based upon the primary classification.

Example 1

If a vacancy exists in a Clerk B classification in the Payroll Section, consideration under Subsection 18.8(b) of the Agreement in order of employment date shall be given to employees classified as Clerk C, the equivalent, or higher (including combination Clerk C jobs) in all of the departments under the jurisdiction of the Comptroller (i.e., any Accounting Department.)

Temporary Assignments

Temporary upgrades shall take place within the unit in which the temporary

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vacancy exists provided there is a next lower classification to the vacant classification in such unit. Temporary upgrades into classifications where there is no next lower classification to the vacancy within the unit shall be made from the section, then the department, and last, the Vice President and Comptroller's Organization.

Example 2

If a temporary vacancy exists in a Clerk B classification in a unit of the Vice President and Comptroller's Organization, consideration in order of employment date shall be given to employees classified as Clerk C in that unit.

SUPERVISING CLERK B

Next Lower Classifications
Clerk A - Accounting
Clerk A - Mail Services

Same or Higher Classifications
Supervising Clerk B - Accounting
Supervising Clerk B - Mail Services

CLERK A

Next Lower Classifications
Clerk B - Accounting
Clerk B - Mail Services
Stenographer A - Accounting
Machine Operator X - Accounting

Same or Higher Classifications
Supervising Clerk B - Accounting or Mail Services
Clerk A - Accounting or Mail Services

OFFICE MACHINE REPAIRMAN

Next Lower Classifications
Clerk C - Accounting
Typist AA - Accounting
Office Machine Maintenance experience required

Same or Higher Classifications
Supervising Clerk B - Accounting
Clerk A - Accounting

CLERK B

STENOGRAPHER A

MACHINE OPERATOR X

Next Lower Classifications
Clerk C - Accounting
Clerk C - Mail Services
Machine Operator A - Accounting

Same or Higher Classifications
Supervising Clerk B - Accounting or Mail Services
Clerk A or B - Accounting or Mail Services
Stenographer A - Accounting
Machine Operator X - Accounting

Stenographer B - Accounting
Typist AA - Accounting

CLERK C

MACHINE OPERATOR A

STENOGRAPHER B

TYPIST AA

Next Lower Classifications
Clerk D - Accounting
Clerk D - Mail Services
Stenographer C - Accounting
Typist A - Accounting
Mail Clerk Driver

Same or Higher Classifications
Supervising Clerk B - Accounting or Mail Services
Clerk A, B or C - Accounting or Mail Services
Machine Operator X or A - Accounting and Key Punch*
Stenographer A or B - Accounting
Typist AA - Accounting

MAIL CLERK DRIVER

Next Lower Classifications
Clerk D - Accounting
Clerk D - Mail Services
Typist A - Accounting

Same or Higher Classifications
Supervising Clerk B - Accounting or Mail Services
Clerk A, B or C - Accounting or Mail Services
Office Machine Repairman
Typist AA - Accounting

CLERK D

MACHINE OPERATOR B

STENOGRAPHER C

TYPIST A

Beginner's Classifications

* An employee classified as Machine Operator A - Data Recording Section shall be considered as being in the same classification provided such employee has passed the clerical "Employment Test battery" (see Page 86).

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PART I

GENERAL - GRIEVANCE PROCEDURE

Amend Section 1.02 to read:

1.02 Reports

(a) As soon after the end of each calendar year as it is practicable to do so and to the extent that the following data can be reasonably obtained and compiled according to customary accounting principles, Company shall furnish:

(1) Each regular employee with an annual statement of their P.G.&E. benefits.

(2) The Union with a computer tape containing basic information on each benefit plan participant and survivor necessary to actuarially analyze the employee benefit programs.

(3) The Union with a detailed annual financial statement of both the Retirement Plan and the Savings Fund Plan.

(b) Each month Company shall furnish Union:

(1) With a detailed financial statement of the investment activities of the Diversified Investment Fund.

(2) With a report of those employees going on and off long term disability containing the pertinent information necessary to analyze the LTD program.

(c) Company shall notify Union of any proposed change in any contract between Company and a third party that affects the benefits of an employee in a bargaining unit represented by Union.

These changes provide information to the Union in order to analyze the benefit programs on an annual and monthly basis.

Add Section 1.04 to read:

1.04 Gender

As used throughout this Agreement, masculine pronouns refer to both males and females unless the contrary is specifically indicated.

PART II

GROUP LIFE INSURANCE PLAN

Amend Sections 2.09 and 2.10 to read:

2.09 Retirement or Termination

(a) When an employee retires the full amount of his insurance continues for 31 days. Following that period the Company will continue \$4,000 of life insurance in his name for his lifetime at no cost to the employee. Even if an employee is not a member of the Retirement Plan he qualifies for this free insurance provided that he ends his service under the conditions that would otherwise have entitled him to a pension at his Normal Retirement Date.

(b) If an employee resigns, is laid off, or discharged, his insurance continues in force for 31 days and then ends unless he converts it.

2.10 Conversion on Termination

(a) On retiring or leaving the Company an employee can convert his group insurance into individual life insurance without medical examination by ap-

plying for conversion to The Equitable Life Assurance Society of the United States. Application must be made within 31 days of retiring or leaving.

(b) An employee may convert any amount from \$4,000 up to the full amount of his group insurance, less \$4,000 in the case of retired employees. The converted policy goes into effect at the end of 31 days provided the employee has paid the premium. An employee may choose any policy regularly issued by the insurance company except term insurance. The premium will be at the rate determined for the employee's age, including class of risk involved, when he converts.

This change increases the life insurance upon retirement from \$2000.00 to \$4000.00 at no cost to the employee.

PART III RETIREMENT PLAN

Amend Section 3.05 to read:

3.05 Normal Retirement Date

A Participant's Normal Retirement Date is the first day of the month following his 65th birthday.

Amend Section 3.06 by deleting Subsection (c) thereof.

This sentence is the same as present language. A deletion of a second sentence was made to remove language which applied only to employees retiring in 1969, and was thus obsolete. Special provision C which also related to this matter is being replaced with an early retirement table.

Deletes the 1/24th formula as it is no longer applicable as the benefit formula using the last 60 months average will exceed it.

Amend Section 3.07 to read:

3.07 Early Retirement Pension

If a Participant's Service ends after the first day of the month following his 55th birthday, but before his Normal Retirement Date or death, he may elect to receive either:

(a) A Normal Pension computed and payable beginning with his Normal Retirement Date as provided in Section 3.06, or

(b) An Early Retirement Pension with payments to begin on the Participant's Early Retirement Date and to continue on the first day of each month thereafter so long as Participant lives. Early Retirement Date is the date selected by the Participant for commencement of payment of his or her Early Retirement Pension, which must be the first day of a month after the termination of his or her Service and before Participant's 65th birthday. To elect an Early Retirement Pension, Participant must notify his or her employer in writing at least thirty days before the Early Retirement Date Participant selects. The monthly amount of the Participant's Early Retirement Pension will be:

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- (1) The amount of his Normal Pension reduced by one-fourth of one percent for each month (3 percent per year) between Participant's Normal Retirement Date and Participant's Early Retirement Date if on Participant's Early Retirement Date Participant has less than 15 years of Credited Service; or
- (2) The amount of Participant's Normal Pension computed to Participant's Early Retirement Date if Participant has passed his or her 62nd birthday and has at least 15 years of Credited Service on Participant's Early Retirement Date; or
- (3) If Participant has at least 15 years of Credited Service on his or her Early Retirement Date the amount of his Normal Pension will be reduced by one-fourth of one percent for each month (3 percent per year) by which Participant's Early Retirement Date precedes Participant's 62nd birthday and further reduced by 1/12th of one percent for each month (1 percent per year) by which Participant's Early Retirement Date precedes Participant's 60th birthday.

This provides early retirement without pension reductions at age 62, and over. It also improves the reduction factors for early retirement between ages 55 and 61. This improvement applies to those participants who have 15 or more years of credited service.

See Special Provision C for a Table of Early Retirement Discounts.

Amend Special Provision C to read:

**SPECIAL PROVISION C
EARLY RETIREMENT DISCOUNTS
(For Month of Participant's Birthdate)**

Less Than 15 Yrs.	Age	15 Yrs. or More
3	64	0
6	63	0
9	62	0
12	61	3
15	60	6
18	59	10
21	58	14
24	57	18
27	56	22
30	55	26

Credited Service

Delete Special Provision D and redesignate Special Provision G as Special Provision D.

Amend Section 3.10 to read:

3.10 Joint Pension Option

A Participant's Normal or Early Retirement Pension terminates on his death. If he wishes his Pension continued in whole or in part after his death for the life of a Joint Pensioner designated by him, he may elect to have his Normal or Early Retirement Pension paid as a Joint Pension by giving his Employer at least thirty days advance written notice of his election prior to his Actual Retirement Date.

If the election is made, the Participant will receive a reduced monthly Pension and his Joint Pensioner will receive the proportion of the Participant's reduced Pension, up to 100%, which the Participant has elected, for the remainder of the Joint Pensioner's life. The amount of the reduction will be determined in accordance with actuarial factors adopted by the Committee from time to time. Certain of the rates applicable until December 1, 1976 are listed in Special Provision D.

If the Participant selects a Joint Pensioner who is his or her Spouse on the 30th day preceding the participant's retirement, the adjustment in the Participant's Pension for the election of a 50% option shall be reduced by one-half. Reductions for options other than 50% shall be proportional to the reduction for the 50% option. Certain of the rates applicable under this provision until December 1, 1976 are listed in Special Provision E.

Once elected, a Joint Pension cannot be changed after the 30th day preceding the Participant's Actual Retirement Date, but if either the Participant or his Joint Pensioner should die before his Actual Retirement Date, his election will automatically become inoperative. A Participant's Spouse may not receive both a Joint Pension under this section and a Spouse's Pension under Section 3.11.

The formula for calculating an option other than 50% when a Spouse is selected as a Joint Pensioner is:

50% option factor under Special Provision E

50% option factor under Special Provision D

x Factor on table selected by Participant

Example: If a male Participant who is 65 elects a 100% option with his wife also 65 as Joint Pensioner, find 50% option factor in Special Provision E: 0.934, then find the 50% option factor in Special Provision D: 0.867, find 100% option factor in Special Provision D: 0.765

0.934

0.867 x 0.765 = .824

This adds a new table which provides a greater pension for those who elect a joint pension for their spouse.

Example: If a male Participant who is 65 elects a 50% option with his wife as a Joint Pensioner and she is also 65, he would receive 93.4% of his normal pension rather than 86.7% under the current Joint Pension Table. This represents an increase of 6.7% in the factor but would provide an actual increase of 7.7% in the pension benefit of the Participant and the pension benefit of the spouse.

Amend Special Provision E to read:

SPECIAL PROVISION E

*Factors Used To Determine The Reduced Annual Rate
Of Retirement Annuity Payable To Joint Pensioners
Who Elect A 50% Or A 100% Option With Their Eligible Spouse
Effective January 1, 1974 Through December 1, 1976*

50% OPTION ELECTION

Age Nearest Birthday of Joint Pensioner on Participant's Normal Retirement Date	Male Participant Age 65 Normal Retirement Date	Female Participant Age 65 Normal Retirement Date
55	.903	.945
56	.906	.947
57	.909	.950
58	.912	.952
59	.915	.955
60	.918	.957
61	.921	.960
62	.924	.962
63	.927	.964
64	.930	.967
65	.934	.969
66	.937	.971
67	.940	.973
68	.943	.975
69	.947	.977

100% OPTION ELECTION

55	.756	.850
56	.762	.857
57	.769	.863
58	.775	.869
59	.781	.875
60	.788	.881
61	.795	.888
62	.802	.893
63	.809	.900
64	.816	.906
65	.824	.912
66	.832	.917
67	.839	.924
68	.847	.929
69	.855	.934

Note: Factors for additional options are available through the Employee Benefits Section, General Office Personnel Department.

Delete Special Provision F.

This equalizes the rights for both men and women.

Amend Section 3.11 to read:

3.11 Spouse's Pension

If a Participant dies in Service and prior to his Actual Retirement Date or within thirty days thereafter, his Spouse will be eligible to receive a Spouse's Pension if the Participant's death occurs:

- (a) On or after the Participant's 55th birthday and after he has at least 15 years of Credited Service; and
- (b) While his Spouse is living and is his sole named primary beneficiary.

The amount of the Spouse's Pension is one-half of the Normal Pension that the Participant would have been entitled to receive if the first of the month following his death had been his Normal Retirement Date and if he had in fact retired on that date, without reduction for early retirement. However, if the Spouse is more than ten years younger than the employee, the amount of the Spouse's Pension shall be reduced 1/20 of one percent for each full month in excess of 120 months difference in their ages. The Spouse's Pension is payable to the Participant's surviving Spouse on the first day of the month following the Participant's death and the first day of each month thereafter so long as the Spouse lives.

A Participant's Spouse may not receive both a Spouse's Pension under this Section and also a Joint Pension under Section 3.10. If the Participant dies within thirty days after his Actual Retirement Date and has duly elected a Joint Pension, his Spouse will receive whichever one produces the larger monthly pension, but not both.

This provides no reduction in the Spouse's Pension if the spouse is less than 10 years younger than the participant and improves the table of reduction factors for those over ten years. The Plan currently provides no reduction if the spouse is less than 5 years younger.

Amend the definition of Service in Section 3.21 to read:

Service: The length of a Participant's continuous employment since his Employment Date with an Employer, a Predecessor Company, Alberta and Southern Gas Company, Alberta Natural Gas Company, and any other company hereafter designated by the Company. The continuity of a Participant's Service shall be deemed to be broken by termination of employment for any reason (except as hereinafter specifically provided), and layoffs for lack of work which extend for one continuous year or more. The following periods of absence shall count as Service for pur-

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poses of the Plan and shall not constitute a break in Service:

Adds a definition of Employment Date.

- (a) Absence of less than one continuous year caused by layoff for lack of work.
- (b) Absence on a leave of absence authorized by the Employer, provided the Participant returns to active work with an Employer immediately following his leave of absence.
- (c) Absence because of illness or injury as long as the Participant is entitled to receive sick leave pay or is entitled to receive benefits under the provisions of the Voluntary Wage Benefit Plan, a state disability plan, the Long Term Disability Plan, or a Workman's Compensation Law, provided that the Participant returns to active work with an Employer immediately following his recovery from the illness or injury.
- (d) Absence for military service or service in the merchant marine so long as the Participant returns to active work with an Employer within the period during which his reemployment rights are protected by law. If a Participant fails to return to active work within the above time limits for any reason except death or disability, his Service shall be deemed terminated as of the expiration of the time limit.

A Participant who is rehired after a break in Service shall be treated as a new Participant for all purposes, and his Service and compensation before the break in Service shall not be recognized for any purpose of the Plan, except as follows:

(a) Upon either the death or retirement of a Participant with broken Service, the last period of Credited Service immediately preceding his latest Employment Date by Employer shall be counted as Service provided:

- (1) The Participant had accrued at least five years of Service since last reemployed by Employer; and
- (2) The participant was last reemployed by Employer within five years of the date his latest previous employment was terminated; and
- (3) The Participant had accrued at least five years of Credited Service prior to the date his last previous employment with Employer terminated.

(b) All other periods of prior employment with Employer, if any, shall not be counted as Service.

Further amend Section 3.21 to add the following definition:

Employment Date: The latest date on which an employee began a period of Service with Company.

The change here provides that Service will terminate at the expiration of the time limits of the leave, rather than on the last day worked if the participant does not return from the leave. This provides the capability to earn credited service while on a leave of absence and L.T.D. even though the participant does not return to active service.

Amend Special Provision A to read:

Payment of all pensions to Participants which commenced before January 1, 1969 under the retirement plan of the Company, its Past Service Plan, its Supplemental Benefits and under any applicable retirement plan of a Predecessor Company shall continue to be made under the Plan, without regard to the separate sources from which such pensions were previously paid.

This paragraph remains the same, but other obsolete language was deleted.

PART IV LONG TERM DISABILITY PLAN

Amend Section 4.04 to read:

4.04 Qualification for Benefit Payment

(a) The determination of disability will be made by the Employer. In general, an employee shall be considered disabled if he, by reason of injury or illness is off work and

- (1) he is unable to perform the duties of his classification, and
- (2) the Employer is unable to place him in a position commensurate with his reduced work capabilities. (Such placement will be in the highest available classification commensurate with such capabilities and shall be in a classification having a wage rate which produces a take-home income after taxes at least equal to his benefits under this Plan.)

(b) The Employer will normally consider an ill or injured employee for LTD benefits. An ill or injured employee may apply to be considered for LTD by submitting a written request for such consideration together with medical evidence of disability to the Employer. If such employee is denied LTD benefits he shall be notified in writing of the reasons for that denial. An employee who applies for early retirement because of illness or injury shall be notified that he may be qualified for LTD benefits.

This is new language to provide that an employee may apply for L.T.D. and if his application is denied, the Company will notify the employee in writing the reasons for the denial. Also the language provides that the Company shall notify an employee that he may qualify for L.T.D. when he applies for early retirement for health reasons.

Amend Section 4.06 to read:

4.06 Amount of Benefit Payment

Benefit payments under this Plan will be the amount necessary to provide income equal to 50% of the basic monthly rate of the employee's regular classification in effect on the last day the employee works prior to becoming disabled.

In computing the employee's 50% Benefit, the following items will be included:

- (a) One half of his primary Social Security Disability Insurance Benefit if he qualifies for such Benefit. (It will be assumed that an employee qualifies for such Benefit until and unless his claim is specifically rejected. The Employer

will provide administrative advice in filing claims and appealing adverse decisions for such benefits.)

This adds new language to provide that Company will provide administrative advice when filing a claim for Social Security Benefits.

(b) Benefits payable under the Voluntary Wage Benefit Plan or a state unemployment disability benefit plan.

(c) Temporary Workmen's Compensation Benefits and Supplemental Benefits for Industrial Injury to which he is entitled.

(d) Any other disability benefits payable by an Employer under the Weekly Indemnity or Supplemental Indemnity Insurance Plans, or under federal or state laws providing disability benefits toward which the Employer must contribute.

(e) Benefit payment from this Plan, sufficient to bring his income up to the 50% stated above.

Renumber Section 4.13 to 4.14 and add Section 4.13 to read:

4.13 Medical Plan Membership

The Employer will pay all of the premiums for medical plan coverage applicable to an employee who is eligible for Long Term Disability benefits for the period of such eligibility. Such payment will cover the premium in effect for any one of the plans available to the employee of an Employer during 1974 or a successor to any of such plans.

This is a new section that provides that the Company will pay 100% of the medical premium for covered employees on L.T.D.

PART VI TERM

Amend Section 6.01 to read:

6.01 A Union Pension Contract, having taken effect as of January 1, 1954, and having been amended January 1, 1959, January 1, 1964, January 1, 1969, and last amended on January 1, 1974, and herein referred to as the "Benefit Agreement", shall continue in effect as amended for the term January 1, 1974, to January 1, 1977, and shall continue thereafter for terms of one year each unless written notice of termination is given by either Union or an Employer to the other ninety (90) days prior to the end of the then current term.

Amend Section 6.07 to read:

6.07 This Benefit Agreement is effective on condition that:

- (a) The Retirement Plan as revised January 1, 1974, is approved by the Internal Revenue Service as meeting the requirements of Sections 401 and 501 of the Internal Revenue Code as last revised.
- (b) The Savings Fund Plan as revised July 1, 1969, is approved by the Internal Revenue Service as meeting the requirements of Sections 401 and 501 of the Internal Revenue Code as last revised and complies with all the requirements of the law.

Provides a Three year term for the Benefit Agreement.

Local 1245 Nominates all Officers in April

Nominations for all Local 1245 Officers will be open at the April Unit Meetings in accordance with the Local's Bylaws. Article III of the Bylaws provides for the April nomination of Local Union President, Vice President, Recording Secretary, Treasurer, Business Manager-Financial Secretary, Southern Area Executive Board Member, Central Area Executive Board Member, Northern Area Executive Board Member, and the At-Large Executive Board Member (covers members employed by PG&E General Construction, Tree Trimming Companies, and in Outside Construction). Advisory Council Members and delegates to the International Convention will also be nominated at the same meetings as provided by the Bylaws.

Article III sets up the procedure for nominating candidates. (The following excerpt is from Article III. Its specific language is controlling.)

ARTICLE III

Section 6(a) provides that nominations shall be made under a special order of business at 8:30 p.m. at your April Unit Meeting.

Section 11 provides that nominees shall have been members in good standing for two years prior to April 1, 1974. A nominee should not have his name recorded in the minutes as a candidate if he knows he does not qualify.

Section 12 provides that a member, in order to qualify as a candidate, must be in attendance at the Unit Meeting at which he is nominated. The only exception to this is if the member notifies the Local Union's Recording Secretary in writing, on or before April 1st, 1974, that he will run for a specific office if nominated.

Section 13 provides that a member shall not accept nomination for more than one Local Union office, unless it is a combined office under the Bylaws. If a member is nominated for more than one office, he or she must notify the Recording Secretary not later than May 15, 1974, as to the office for which he or she will be a candidate and must decline nomination for other Local Union offices.

The election of officers will be by secret mail ballot as provided for by Article III of the Bylaws. Ballots will be mailed before June 1, 1974, to all members eligible to vote. The ballots must be mailed to arrive at the post office in Walnut Creek by 10 a.m. on Saturday, June 17.

Voting instructions will be mailed along with the ballots. Members are urged to familiarize themselves with the nominating and election procedures by studying Article III of the Local Union Bylaws.

The May issue of the Utility Reporter will carry a list of all candidates together with a factual record of their activities, committee assignments, offices held and experience gained for, and in behalf of, Local 1245.