



Utility Reporter

VOL. XXIV NO. 10
OAKLAND, CALIFORNIA
OCTOBER, 1976
Official Publication of I.B.E.W.
Local Union 1245, AFL-CIO,
P.O. Box 4790,
Walnut Creek, Ca. 94596



Local 1245 and P.G.&E. Exchange Bargaining Proposals UNION'S PROPOSAL

Pacific Gas and Electric Company
245 Market Street, Room 444
San Francisco, CA 94106
Attention: Mr. I. W. Bonbright, Manager of Industrial Relations
Gentlemen:

In accordance with the provisions of Section 500.2 of the collective bargaining Agreement of September 1, 1952, as amended, between Local Union 1245, I.B.E.W., AFL-CIO, and the Pacific Gas & Electric Company, covering the Physical employees' unit, the undersigned, on behalf of the Union, gives notice of the Union's desire to negotiate amendments to said Agreement.

The undersigned, on behalf of the Union, likewise herein gives notice, in accordance with the provisions of Section 24.2(a) of the Agreement of July 1, 1953, as amended, between Local Union 1245, I.B.E.W., AFL-CIO, and the Pacific Gas & Electric Company, covering the Clerical employees' unit, of the Union's desire to negotiate amendments to said Agreement.

The scope and diversity of recommendations for contract changes submitted by our membership indicates there may be a need for the use of special employee groups to present and discuss certain problem areas peculiar to their function or department.

If this should develop, we would suggest the establishment of advisory participants to discuss these problems either in separate meetings or in selected meetings of our negotiating sessions where these persons could discuss their special problems.

We also have certain holdover issues raised during the contract term which should be discussed and resolved during 1976 bargaining sessions. We also suggest a review of all letters of understanding for inclusion in or revision of the contract or cancellation where not applicable.

Attached is Exhibit A wherein we have outlined certain contract and benefit changes being sought, some of which are somewhat specific and others which cover general subjects we wish to discuss before we make specific proposals for change.

We are prepared to discuss with Company the subject matter contained in our proposals.

Very truly yours,
L. L. Mitchell
Business Manager

(Continued on page two)

Notice We're Moving

On approximately November 8, 1976, we will be moving into the new building. The phone numbers and the Post Office Box number will remain the same as they are now.

Our new address is 3063 Citrus Circle, Walnut Creek, CA 94598. The Outside Line Referral Office will be located in the new building.

... HAVE
YOU
MOVED?



MY NEW ADDRESS IS:

NAME _____

STREET _____

CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY # _____

RETURN TO:
P.O. BOX 4790, WALNUT CREEK, CALIF. 94596

COMPANY'S PROPOSAL

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:
The Company has received your letter of August 26, 1976, in which you state that you wish to reopen the Health and Dental Benefit Agreement between Local Union 1245, I.B.E.W., and this Company. With respect to this Agreement, Company will be prepared to submit proposals and counter-proposals at the first and subsequent meetings for the discussion of this Agreement.

Company has also received your letter of September 29, 1976, stating your intention to reopen the Benefit Agreement between Local Union 1245, I.B.E.W., and this Company. As you know, virtually all of the negotiations to amend the Savings Fund Plan, which is a portion of said Agreement, have been completed. With respect to the Group Life Insurance Plan and the Long Term Disability Plan, we have no proposals to advance at this time, but will submit proposals and counter-proposals during the negotiating meetings on this Agreement. We are enclosing a draft proposal for amending the Retirement Plan to conform to the requirements of ERISA and we will probably have further proposals and counter-proposals during the negotiations.

It is my understanding that we will receive today your proposals to amend the Agreements dated September 1, 1952 covering operation, maintenance and construction employees, and the Agreement dated July 1, 1953 covering clerical employees. With respect to these two Agreements, we have no specific proposals at this time. However, we are enclosing a list of letter agreement proposals which have been previously submitted and which we expect to bring to a conclusion during the current negotiations. Also enclosed are two letter agreements - one to make certain changes in both the Physical and Clerical Agreements to simplify the conversion from a manual job bidding system to a computerized system. The second attached letter agreement provides for the establishment of standard operating shifts of 6:00 a.m. to 2:00 p.m. and 2:00 p.m. to 10:00 p.m. for Terminal Operators at Antioch. We will be prepared to discuss these and subsequent proposals which the Company will advance during the negotiating sessions which will begin next week.


Very truly yours,
I. W. BONBRIGHT

IWB:RS
Encl.

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**YOUR
Business Manager's
COLUMN**

**PG&E NEGOTIATIONS
NOVEMBER ELECTIONS**



L. L. MITCHELL

The machinery of free collective bargaining between Local 1245 and PG&E was put in formal motion by the exchange of proposals on October 19, 1976. This operation will be the number one priority for my office until a successful conclusion is reached which is satisfactory to those who will vote on the ratification of the tentative accord reached by those at the bargaining table.

Preparation of the proposals has been going on since September 13 and involved screening unit proposals, costing estimates, researching other contracts and comparing principles and philosophy. Although the proposals have been made your committee is continuing to work on preparing arguments to support the Union position. We also have to study the content of the Company proposals and the impact they may have for the future.

What is done in these negotiations will be of great importance to our members, their families, the stockholders, the consumers and the

general public. The committees will be faced with providing a solution to many complex problems which involve millions of dollars while giving recognition to the diverse interests which abound today.

The economic climate will create greater problems than the past. Improved job security, greater retirement income, wage adjustments, health and welfare improvements and greater leisure time in the form of vacations and holidays add up to a large package in a period when employer resistance to increased costs is at a peak. Membership money needs, because of increasing living costs, are greater than ever. In a regulated industry the company's ability to meet increased costs are countered by consumer opposition to improving returns through higher rate structures. Capital expansion in the form of new plants, equipment, etc. is held up by mounting opposition from environmentalists which creates pressure on our demands for in-

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UNION'S PROPOSAL

(Continued from page one)

PHYSICAL AND CLERICAL AGREEMENTS

EXHIBIT A

TITLE 3 PHYSICAL

CONTINUITY OF SERVICE

TITLE 3 CLERICAL

Union desires to discuss revisions of the guidelines established in Arbitration Case #34 for purposes of more realistically reflecting contemporary modes.

TITLE 4 PHYSICAL

UNION SECURITY

TITLE 4 CLERICAL

Amend to provide for full Agency Shop.

TITLE 101 PHYSICAL

LEAVE OF ABSENCE

TITLE 6 CLERICAL

Amend Sections 101.9 and 6.9 to include grandparents of employee and spouse as members of immediate family.

Amend Sections 101.10 and 6.10 to provide that employees who are summoned for jury duty, and who are scheduled to work other than the first shift, shall be rescheduled to the first shift on a Monday-Friday basic workweek. Further amend these Sections to provide that employees who are summoned for jury duty shall be paid at their basic rate of pay, but shall be required to pay over to Company the amount they are entitled to receive while serving jury duty (expenses and travel allowances not to be included in such amount).

TITLE 102 PHYSICAL

GRIEVANCE PROCEDURE

Amend to provide for involvement of Shop Stewards in the Local Investigating Committee in General Construction.

TITLE 103 PHYSICAL

TITLE 14 CLERICAL

HOLIDAYS

Amend to provide for:

1. One additional holiday.
2. Double time for time worked on a holiday.
3. Shift employees to be permitted to take off their Birthday Holiday.

TITLE 104 PHYSICAL

TITLE 16 CLERICAL

MEALS

Amend to provide that shift and resident employees shall be provided meals the same as all other employees.

Amend Sections 104.3, 104.8 and 16.3 to conform to the provisions of Section 11 of IWC Order 4-76.

TITLE 105 PHYSICAL

SAFETY

Amend Subsection 105.3(b) to expand the responsibilities of the Health and Safety Committee.

Establish maximum radiation exposure limits for employees.

TITLE 107 PHYSICAL

MISCELLANEOUS

Amend to provide that Company shall furnish all tools, protective devices and other equipment required in the performance of the job.

Establish provisions that whenever Company requires the wearing of a uniform that Company shall supply and maintain such uniform.

Make the foregoing applicable to Clerical also.

TITLE 109 PHYSICAL

APPRENTICESHIP

Provide for apprenticeship training programs within General Construction.

TITLE 110 PHYSICAL

TITLE 11 CLERICAL

SHIFT PREMIUM

Establish shift premiums at 4% for second shift and 6% for third shift.

TITLE 111 PHYSICAL

TITLE 8 CLERICAL

VACATIONS

Amend Sections 111.2 and 8.2 to provide for:

1. A vacation of 20 work days with pay in the 16th calendar year.
2. A vacation of 25 work days with pay in the 24th calendar year. Amend Sections 111.12 and 8.12 by adding provisions wherein employees may elect to take up to one week of their vacation allowance in increments of 1 day or more at a time.

TITLE 112 PHYSICAL

TITLE 7 CLERICAL

SICK LEAVE

Amend to provide for:

1. Full accumulation of unused sick leave.
2. Buy back of accumulated sick leave upon termination or retirement.
3. Up to 3 days per year off with pay for illness of immediate family member.

(Continued on page three)

COMPANY'S PROPOSAL

(Continued from page one)

RETIREMENT PLAN:

3.01 Introduction

This is a description of the provisions of the Pacific Gas and Electric Company Retirement Plan to be effective on and after January 1, 1976, for employees of Pacific Gas and Electric Company and certain other employers as provided herein as applicable to actively employed Participants on 1.1.1976 and subsequently hired employees.

This Plan is a further revision of the plan originally placed in effect by the Company January 1, 1937, which has been amended from time to time in the intervening years. Rights of Participants in this Plan will not be less than their rights under Company's plan, its former Supplemental Pension Plan, and its Past Service Plan as they existed before 1977, accrued as a result of service prior to 1977. In addition, rights of Participants accrued as a result of service before 1969 under certain plans of other employers, namely Coast Counties Gas and Electric Company, Standard Pacific Gas Line Incorporated and Vallejo Electric Light and Power Company, are recognized and preserved in this Plan. Participants who retired before 1976 will not be affected by the 1976 revisions made herein.

The purpose of this description is to establish the intent of the Employers with respect to the changes in the plan in order to conform to the requirements of ERISA. Since final regulations governing many statutory requirements have not yet been issued, the Employers reserve the right to adjust the final language of the revised plan to conform to the requirements.

Capitalized words are defined or cross-referenced in Section 3.21, Definitions and Cross References. Masculine pronouns refer to both males and females unless the contrary is specifically indicated.

3.02 Eligibility and Participation

An Employee shall become a Participant in the Plan if on the payroll of an Employer one year after an Employment Date.

SERVICE CREDITS

Introduction:

It is proposed to use the "elapsed" time rules for determining service credits under the plan for covered employment after 1975. A general description of these rules has been set out by the Department of Labor (TR 2003) but final regulations will not be published until later this year. Under the proposed approach, there will be two measures of service credit in the future and different definitions will apply when measuring eligibility for benefit entitlement and when calculating benefit entitlements. For employment prior to 1976, the rules of the prior plan for establishing Credited Service will still apply.

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YOUR Business Manager's COLUMN

PG&E Negotiations — November Elections

L. L. MITCHELL

(Continued from page one)

creased job security and so it goes.

I mention these pressures, not to discourage or belittle the chances of improving our lot, but to point out the task your negotiating committee will face in the upcoming bargaining sessions. The committee is ready and will face up to its responsibility. Tough decisions will have to be made and will require the highest type of responsible leadership ever needed in our 35 year history.

Active participation by an understanding membership is our greatest asset. I would urge each of you to attend your meetings, study the problems and discuss them with your co-workers. When our membership knows the issues and the facts they generally respond responsibly.

1976 will be a significant year in the history of 1245 and in all of labor. What we do at the bargaining table will naturally be important and will have an immediate impact but there is much more at stake in the political arena. Many question labor's activity in politics, but the problems which I mentioned which will affect our bargaining this year cannot be solved by any one union or company in writing a collective bargaining agreement. Inflation, unemployment, better health care, are societal problems and can only be answered by a national program. This means involvement of a federal government which must be responsive to human needs.

It also means that labor must advocate its position the same as other self-interest groups and urge support of legislators who will listen to the needs of working people.

November 2 the citizens of this great country will have the opportunity to cast a ballot which will help decide the direction we will travel for the next four years. I have heard that voter apathy is at an all time high. Unfortunately those who don't vote will have their fate decided by default. I say to you as I do about your union activity, active participation by an understanding

citizenry is this nation's greatest asset. If we, as union members, participate in both our Union and our governmental processes, then, when the history of 1976 is written, I am sure in future years we will be able to look back and see it highlighted as a turning point in the development of a better way of life.

In this issue we have printed both PG&E's and Local 1245's proposals. These in general will be duplicated with Pacific Gas Transmission Company and Standard Pacific Gas Lines, Inc. which will also be in negotiations concurrently with PG&E. I urge you to read them and study them carefully. Particularly pay attention to the issues raised by the Company proposals. Often our members discount the two way nature of collective bargaining and believe that only the Union can propose change. Your committee is charged by law to consider these proposals and to bargain in good faith just as the Company is required to do. This does not mean acceptance of the change but it cannot be ignored. Your committee will weigh each proposal and listen to the Company arguments before making a decision. This is the nature of collective bargaining.

We have also listed the Executive Board's recommendations on candidates and ballot issues which will be voted on November 2. We urge you to read these recommendations and consider them carefully. Your Executive Board has studied these matters for their impact on you as a citizen, a Union member, and a consumer. They believe the best interests of all would be served by their recommendations being adopted.

This year we cannot afford to "let George do it". The task is too large and the consequence too great to leave it to George. If we do, then on November 3 when it's too late, or at the ratification meetings, let's not treat old George like a fireplug at a dogs' convention. Rather, let's get in the act and do our duty as members and as citizens. Be sure to attend unit meetings and also vote on November 2.



the utility reporter

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UNION'S PROPOSAL

(Continued from page two)

TITLE 301 GENERAL CONSTRUCTION PHYSICAL EXPENSES

Amend subsection 301.3(a)(1) to provide that an employee whose principal place of abode is outside the Company's system may establish a Class A Residence.

Amend Section 301.4 to provide for increases in both the amounts of expense allowances and the period of time for which an expense allowance will be paid in certain circumstances. Also provide for annual increases in the expense allowances based on increases in the C.P.I.

Amend Section 301.11 to provide for increases in mileage allowance.

TITLE 202 DIVISION PHYSICAL TITLE 302 GENERAL CONSTRUCTION HOURS OF WORK TITLE 10 CLERICAL

Amend Sections 202.4, 302.5 and 10.4 to conform to the provisions of Section 12 of IWC Order 4-76.

Amend Section 202.9 to include those classifications covered in Section 202.15.

Union desires to discuss the feasibility of establishing flexible hours within the Vice President and Comptroller's organization.

TITLE 203 DIVISION PHYSICAL TITLE 303 GENERAL CONSTRUCTION INCLEMENT WEATHER

1. Amend to conform to the provisions of Section 5 of IWC Order 4-76.
2. Amend Section 303.2 to provide for 8 hours pay for regular employees and 4 hours pay for casual employees. Delete Section 303.3.

TITLE 13 CLERICAL WAGES & CLASSIFICATIONS

Amend Section 13.4 to conform with the provisions of Section 204.3 of the Physical Agreement.

JOB BIDDING, PROMOTION AND TRANSFER

TITLE 205 DIVISION PHYSICAL

Amend the last sentence of Section 205.4 to cover overlap from date of being awarded a job and the post bid period.

Amend Section 205.5 to provide for balancing between unrestricted appointments and transfers.

Amend Sections 205.7 and 205.8 to provide for system wide bidding.

TITLE 305 GENERAL CONSTRUCTION

Amend Section 305.5 to be applicable to regular employees.

Amend subsection 305.5(c) to include employee current residence area.

TITLE 10 CLERICAL

Amend subsection 18.2(c) by changing 3 years to 2 years. Also correct typographical error in second line by changing "c" to "e".

Amend subsection 18.3(a) to provide that Company shall fill temporary vacancies.

Amend the last sentence of Section 18.4 to cover overlap from date of being awarded a job and the post bid period.

Amend Section 18.5 to provide for balancing between unrestricted appointments and transfers.

Delete Section 18.6.

Amend Section 18.7 to provide for system wide bidding.

TITLE 206 DIVISION PHYSICAL TITLE 19 CLERICAL DEMOTION AND LAY OFF PROCEDURE

Union desires to discuss the term "in the normal line of progression" as used in Sections 206.2 and 19.3 for the purpose of clarification and application.

Delete subsection 19.2(b) of the Clerical Agreement.

TITLE 306 GENERAL CONSTRUCTION

Amend to provide for:

1. Reduced Service requirements.
2. Expanded displacement rights.
3. Payment of expense allowances to employees required to move from residence area.
4. Limitations on changes in Promotion-Demotion Geographic Areas.
5. Preferential rehire rights.

TITLE 207 DIVISION PHYSICAL MISCELLANEOUS

Amend subsection 207.2(b) to provide for the use of Union contractors whenever work is let to contract. Transfer Section 207.2 to Title 107.

TITLE 208 DIVISION PHYSICAL TITLE 308 GENERAL CONSTRUCTION OVERTIME

Amend to provide for the payment of double time for all overtime.

Amend Sections 208.11, 308.14 and 12.10 to provide for an 8 hour rest period after working overtime in the 8 hours preceding the start of an employee's regular hours of work. Also exclude travel time and meal time from computation of 8 hour period.

Amend Sections 208.16, 308.12 and 12.3 to exclude employees on sick leave or vacations from coverage under these Sections.

TITLE 212 DIVISION PHYSICAL EMERGENCY DUTY

Amend to provide for:

1. Reduction of accumulated overtime to zero.
2. Greater flexibility in making employees available for emergency overtime.
3. Daily accumulation of emergency overtime.
4. More equitable distribution of emergency overtime for employees involved in temporary upgrades.
5. Crediting of all emergency overtime worked.

TITLE 500 PHYSICAL TITLE 24 CLERICAL TERM

Amend to increase the time period for serving notice of amendment.

(Continued on page four)

COMPANY'S PROPOSAL

(Continued from page two)

3.03 Vesting Service

The Vesting Service of a Participant on any date shall consist of the sum of the following:

- (a) Any Credited Service as of December 31, 1975 as defined under the prior plan.
- (b) The elapsed time from first Employment Date of the Participant, but not earlier than December 31, 1975 for Participants with Credited Service under the prior plan, to the measurement date if then employed by the Employer, or to the most recent date of Employment by an Employer, excluding any periods of Break-in-Service, and any Vesting Service credit cancelled by the operation of Sections 3.05 and 3.14.

3.04 Benefit Service

The Benefit Service of a Participant on any date shall consist of the sum of the following:

- (a) Any Credited Service as of December 31, 1975 as defined under the prior plan.
- (b) The days of Employment from first Employment Date of the Participant, but not earlier than December 31, 1975 for Participants with Credited Service under the prior plan, to the measurement date, excluding Benefit Service credit cancelled by the operation of Sections 3.05 and 3.14.

3.05 Break-in-Service and Re-employment

A Participant will establish a Break-in-Service period when a period of 12 consecutive months with no Employment has elapsed. A Break-in-Service will continue until the next Employment Date of the Participant.

Upon re-employment with an Employer after a Break-in-Service, prior service credits earned under the plan will be treated as follows:

- (a) The Vesting Service of the Participant as of the start of the Break-in-Service will be cancelled unless such Vesting Service was at least 10 years, or the period of Break-in-Service was less than the Vesting Service.
- (b) The Benefit Service of the Participant as of the start of the Break-in-Service will be cancelled unless the Vesting Service at the start of the Break-in-Service was at least 10 years, or the period of the Break-in-Service was less than the Benefit Service.

3.06 Normal Retirement Date

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

3.07 Normal Pension

A Participant whose Vesting Service continues to his Normal Retirement Date is entitled to a Normal Pension payable on his or her Normal Retirement Date and the first of each month thereafter as long as he or she lives. The monthly amount of the pension will be the larger of the amounts produced under (a) and (b) below and the amount so determined shall take the place of all other retirement income to which a Participant might otherwise have been entitled under any Suspended Plan of an Employer or Predecessor Company.

(a) Forty percent of the Participant's highest average Covered Compensation during any period of sixty consecutive months, provided he or she has thirty years of Benefit Service. The forty percent shall be increased by 1/24th of one percent for each month of Benefit Service in excess of thirty years and shall be reduced by 1/12th of one percent for each month of Benefit Service less than thirty years.

(b) Fifty percent of a Participant's highest average Covered Compensation during any period of sixty consecutive months minus an amount equal to one-half of the Primary Social Security Benefit, provided that he or she has thirty years of Benefit Service. (Such computation does not in any way affect the amount of Social Security Benefits to be paid.) The fifty percent shall be increased by 1/24th of one percent for each month of Benefit Service in excess of thirty years and shall be reduced by 1/12th of one percent for each month of Benefit Service less than thirty years.

3.08 Early Retirement Pension

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

- (a) A Normal Pension computed and payable beginning with his or her Normal Retirement Date as provided in Section 3.07; 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:
 - (1) The amount of his or her 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 Vesting 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 Vesting Service on Participant's Early Retirement Date; or
 - (3) If Participant has at least 15 years of Vesting Service on his or her Early Retirement Date the amount of his or her 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.

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

3.09 Pensions in Certain Cases Where Employment Ends Before Age 55

A Participant whose Employment ends before he or she reaches the first day of the month after his or her 55th birthday but after he or she has at least ten years of Vesting Service is designated as a former employee rather than a retired employee but has a vested right to receive a Pension with the same rights of election and in the same amounts as provided in Section 3.08, provided that the earliest date he or she may elect for commencement of his or her Pension is the first day of the month after his or her 55th birthday. Such an employee is also entitled to the elections provided in Section 3.11 (Form of Pension), and 3.13 (Variable Annuity Option). Sections 3.14 (Death Benefits in Certain Cases) and 3.15 (Facility of Payment) are applicable to him or her.

3.10 Deferred Retirement

At the request of his or her Employer, a Participant may continue in employment after his or her Normal Retirement Date. If he or she does, his or her period of employment after his or her Normal Retirement Date will not count as Employment (and will not count as Break-in-Service). He or she will be entitled to receive on his or her Normal Retirement Date and the first day of each month thereafter, so long as he or she lives, his or her Normal Pension in the same amount that would have been payable to him or her if his or her employment had ended on his or her Normal Retirement Date pursuant to elections duly made before such Normal Retirement Date.

3.11 Form of Pension

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

If the election is made, the Participant will receive a reduced monthly Pension and his or her 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 Administrative Committee from time to time. Certain of the factors applicable until (?) are listed in Special Provision D.

If the Participant is married on his Normal or Early Retirement Date, the normal form of Pension shall be in a reduced amount, providing for one-half of the reduced amount to be continued to the Spouse of the Participant if surviving at the death of the Participant. The amount of the reduction in the Participant's Pension shall be one-half of the reduction determined in accordance with the actuarial factors adopted by the Administrative Committee. Certain of the factors applicable under this provision until December 1, (?) are listed in Special Provision E. In lieu of this reduced normal form Pension, a Participant may elect an alternative form from the following, by giving his Employer at least thirty days advance written notice:

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UNION'S PROPOSAL

(Continued from page three)

TITLE 600 PHYSICAL

1. Union desires to discuss the provisions relating to traveling crews for purposes of revision.
2. Union desires to discuss the numbering system currently being utilized for purposes of revision.
3. Union desires to discuss the establishment of job definitions for General Construction.

EXHIBIT X PHYSICAL EXHIBIT F CLERICAL

1. Reduce to number of wage rates in Exhibit X and establish a minimum spread between wage rates.
2. Substantially increase all wage rates in Exhibit X and Exhibit F.
3. Specific wage adjustments.
 - a. Review the duties of Pressure Operators and adjust wage rates where justified.
 - b. Revise the job definition for Rigger and adjust the wage rate to equal that of other journeymen.
 - c. Review the wage rate, wage progression and line of progression of Technical Clerks and make adjustments thereto.
 - d. Review the duties of M.E.O.B.'s in General Construction in connection with the wage rate and make adjustment thereto.
 - e. Review the wage rate of Heavy Truck Drivers in General Construction assigned to drive transport trucks and provide adjustment thereto.
 - f. Review the duties and wage rates for Steam Heat classifications for purposes of adjusting the wage rates.

JOB DEFINITIONS AND LINES OF PROGRESSION

SCHEDULE OF WAGE RATES

OTHER MATTERS

1. Union desires to discuss the provisions of the Letter Agreement dated 3/8/74 re Clerical Job Grading Grievance Procedure.

Local 1245's Pension and Benefit Proposal

HEALTH AND DENTAL BENEFIT AGREEMENT

Union proposes the following amendments to the Health and Dental Benefit Agreement:

1. The employer pay 100% of the premium established for a regular employee or a regular employee and his or her dependents in the Blue Cross Medical Plan and the Kaiser Health Plan.
2. The employer pay 100% of the premium established for retirees, under age 65, and his or her dependents in the Blue Cross Medical Plan or the Kaiser Health Plan.
3. In the Dental Plan:
 - a. Provide that the program will pay 100% of the covered benefits.
 - b. Add orthodontic services.

BENEFIT AGREEMENT

Union proposes the following amendments to the Benefit Agreement:

Part II - Group Life Insurance Plan

1. Provide that the employee pay 2.5 cents per \$100.00 of insurance.
2. Provide that the employee at his or her option may select one third, two-thirds, or three-thirds of an amount equal to two years' pay rounded to the next \$100.00. Once each year employee will be allowed to change the amount of insurance coverage he or she receives, but in no case shall the amount selected be less than previously selected.

Part III - Retirement Plan

1. Amend benefit formula to provide for greater benefits at normal retirement than is currently provided under the present formula.
2. Amend the early retirement discount factors to provide greater benefits than is currently provided under the present factors.
3. Amend plan to provide a spouse's pension if a participant dies in service and he or she is at least 50 years of age.
4. Add an annual cost of living adjustment clause for retirees covered under the plan.

Part IV - Long Term Disability

1. Amend to provide all regular employees be covered by the plan.
2. Amend the benefit formula to provide 75% of the basic monthly rate.
3. Amend to provide that an employee with 10 or more years of credited service will be eligible for benefits until his or her retirement date.
4. Add an annual cost of living adjustment clause for employees drawing benefits under the plan.
5. Provide an increase in benefits for employees who are on L.T.D. in accordance with the following:

Year placed on L.T.D.	Amount of Increase
1969	45%
1970	40%
1971	36%
1972	33%
1973	24%
1974	12%
1975	5%

COMPANY'S PROPOSAL

(Continued from page three)

(a) A reduced amount providing for continuation of other than one-half of the reduced amount to be continued to the Spouse. The amount of reduction for an option providing less than one-half of the reduced amount shall be one-half of the regular actuarial reduction called for by the factors. Reductions for options providing for continuation of more than one-half of the reduced amount shall be proportional to the reduction for the normal form. Certain of the factors applicable under this provision until (?) are listed in Special Provision E.

(b) A reduced pension providing for a proportion up to 100 percent of the reduced pension to be continued to a named Joint Pensioner 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 Administrative Committee from time to time. Certain of the factors applicable until (?) are listed in Special Provision D.

(c) A Normal or Early Retirement Pension terminating upon the death of the Participant. Once elected, no option under this section can be changed after the 30th day preceding the Participant's Actual Retirement Date, except however, in the event that the Participant or Spouse or Joint Pensioner should die before the Participant's Actual Retirement Date, any election will automatically become inoperative.

The Spouse of a Participant may not receive a benefit under any provision of this Section if a larger Spouse's Pension is payable under Section 3.12.

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

$$\frac{50\% \text{ option factor under Special Provision E}}{50\% \text{ option factor under Special Provision D}} \times$$

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

$$\frac{0.934}{0.867} \times 0.765 = .824$$

3.12 Spouse's Pension

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

- (1) On or after the Participant's 55th birthday and after he or she has at least 15 years of Vesting Service; and
- (2) While his or her Spouse is living.

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 or her death had been his or her Normal Retirement Date and if he or she 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 1/20th of one percent for each full month in excess of 120 months' difference in their ages, except that such reduction shall not result in a Spouse's Pension lower than would have been payable had the Participant retired as of his date of death and elected an optional form providing for continuation of 50% to a named Joint Pensioner the same sex and age of the Spouse, under the provisions of Section 3.11. 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 continuing Pension under Section 3.11. If the Participant dies within thirty days after his or her Actual Retirement Date, his Spouse will receive the larger of the monthly pensions under this Section and Section 3.11, but not both.

(b) If a married Participant will reach age 55, but his Spouse would not be eligible for a benefit under the provisions of paragraph (a) of this Section, the Participant may elect to provide for an Alternative Spouse's Pension if his or her death occurs prior to the point at which the regular Spouse's Pension described in paragraph (a) applies, or Actual Retirement. The Alternative Spouse's Pension will be calculated as if the Participant had retired on the date of his death and elected an option providing for continuation of one-half of the reduced amount to a Joint Pensioner of the same sex and age as the Spouse. The amount of the Alternative Spouse's Pension will be the amount which would have been payable to the Joint Pensioner. If the Participant who elects the Alternative Spouse's Pensions does not die before retirement, the Normal or Early Retirement Pension of the Participant will be reduced by .05% for each month that the Alternative Spouse's Pension is in effect. To elect the Alternative Spouse's Pension, the Participant must notify the Administrative Committee in writing 30 days prior to the desired effective date of the election. An election may be rescinded at any time by notifying the Administrative Committee in writing, and the rescission will be effective on the 1st of the month following receipt of such notification by the Committee. If the Spouse dies before the Participant, and while an Alternative Spouse's Pension election is in effect, the election shall automatically be treated as having been rescinded as of the first of the month of the date of death.

3.13 Variable Annuity Option

(a) **Description:** A Variable Annuity is a Pension expressed in units of income rather than in dollars. By election of a Variable Annuity Option, a Participant may have a portion of his or her retirement income converted from a fixed monthly amount to a Variable Annuity over a period of 60 months. The number of units credited to a Participant for any month of the conversion period is the dollar amount of monthly income of Pension converted that month, divided by the unit value for that month.

The Variable Annuity payment for any month is the number of units then credited to the Participant times the unit value for that month. The unit value increases if the actual rate of investment results (investment income and market value changes) of the designated variable annuity investment fund exceeds the assumed annual rate of 4%. The unit value is adjusted monthly to reflect any variation from 4% in the rate of investment results in the second preceding month.

(b) **Election.** A Participant may elect to have 10%, 20%, 30%, 40% or 50% of his or her Pension under the Plan converted to a Variable Annuity. The amount to be converted is referred to as the Convertible Amount. A Participant may elect to have conversion begin on his or her Actual Retirement Date or on the first day of any prior month which is after his or her 60th birthday. A Participant's election must be made by written notice to his or her Employer given at least thirty days before the date on which conversion is to begin.

If a Participant does not make such an election at least thirty days before his or her Actual Retirement Date, he or she shall have no further right to elect a Variable Annuity Option. However, if a Participant dies without having elected a Variable Annuity Option and is survived by a Spouse entitled to a Spouse's Pension under Section 3.11, the Spouse may elect a Variable Annuity Option by giving written notice to the Employer within ninety days after the Participant's death. If a Participant who has elected a Variable Annuity Option dies before the conversion of the Convertible Amount has begun, the election is automatically cancelled, but the right of election given a surviving Spouse by the preceding sentence is still available. Each such surviving Spouse shall be notified by the Employer of this right of election within 30 days after the Participant's death.

(c) **Change or Rescission of Election.** By written notice to his or her Employer given more than thirty days before his or her Actual Retirement Date, a Participant electing a Variable Annuity Option may rescind his or her election as to the portion of the Convertible Amount which will not yet have been converted on the date thirty days after his or her notice has been received by his or her Employer. If a Participant elects to rescind any portion of his or her election of a Variable Annuity Option, he or she may not thereafter elect to have any additional percentage of his or her Pension converted into a Variable Annuity. If a Participant dies after electing a Variable Annuity Option and after conversion of the Convertible Amount has begun, conversion will continue until it is completed, and neither the Spouse nor the Joint Pensioner, if any, has the right to change or rescind the deceased Participant's election. Any notice of election given by a Spouse pursuant to either of the last two sentences of paragraph (b) may not thereafter be changed or rescinded.

(d) **Amount of Pension.** If a Variable Annuity Option is in effect, the amount of the Pension otherwise payable under the Plan for any month is the amount of the Pension which has not been converted into a Variable Annuity on the payment date, plus the product obtained by multiplying the number of Variable Annuity units then credited to the Participant, or his or her Spouse or Joint Pensioner, by the value of a unit for that month.

(Continued on page five)

COMPANY'S PROPOSAL

(Continued from page four)

3.14 Payment of Participant Contributions on Termination of Employment.

If a Participant terminates Employment and establishes a Break-in-Service prior to completing 10 years of Vesting Service, his or her Contributions plus Interest shall be immediately paid to the Participant, and the Vesting Service and Benefit Service of the employee cancelled. If the Participant is re-employed and such cancelled Benefit Service and Vesting Service would otherwise be restored, the Participant shall be given an option to repay the amount of any distribution under this Section, together with additional Interest at the rate of 5% per annum from the date of distribution to the date of repayment. Such repayment shall be made within 30 days of the re-employment date of such Participant.

3.15 Death Benefits in Certain Cases

If a Participant dies before he or she has received pension payment equal to the amount of his or her Contributions Plus Interest, the difference between the Pension paid and his or her Contributions Plus Interest will be paid to his or her Beneficiary, unless a Pension is payable to the Participant's surviving Spouse or Joint Pensioner. If a Pension is payable after the Participant's death, and if upon the death of the Spouse or Joint Pensioner the total combined amount paid to the Participant and his or her Spouse or Joint Pensioner does not equal the amount of the Participant's Contributions Plus Interest, the difference between the total amount paid and the Participant's Contributions Plus Interest will be paid to the Beneficiary of the Spouse or Joint Pensioner.

3.16 Facility of Payment

If the amount of Pension payable under the Plan to any individual is less than \$10 per month, the equivalent value may be paid in quarterly, semi-annual or annual amounts or in a lump sum, as directed by the Administrative Committee. If the Administrative Committee determines that any individual entitled to any payment under the Plan is physically unable or mentally incompetent to handle the payment and no guardian or conservator has been appointed to receive such payment, the Committee may direct that the payment be applied on behalf of such individual. If the location of any individual entitled to any payment under the Plan is not known to the Company and he or she does not make a claim therefore for a period of five years after the payment is due there shall be no further obligation under the Plan with respect to such payment.

3.17 Benefits Are Not Assignable

A Participant's interest in the Plan, either before or after retirement, and that of his or her Spouse, Joint Pensioner and Beneficiary may not be assigned either by voluntary or involuntary assignment of by operation of law.

3.18 Employer Contributions

The Company will make such contributions from time to time as it determines necessary to provide for payment of benefits under the Plan. The Company will determine and charge to each Employer its share of the contributions made by the Company.

3.19 Funding

The Funding of the Plan shall be supervised by the Finance Committee. All Employer contributions to the Plan shall be paid to Funding Agents which may be one or more insurance companies or corporate trustees, or to any combination thereof, as the Finance Committee may determine from time to time. These contributions, together with the proceeds of their investment, shall be held and administered by these Funding Agents pursuant to the agreements between the Company and the Funding Agents.

3.20 Administration

The Plan is administered by an Administrative Committee, and a Finance Committee, appointed by the Company's Board of Directors to serve at its pleasure. The Committees shall make such rules, regulations, computations, interpretations and decisions and maintain such records and accounts as may be necessary to administer the Plan in a nondiscriminatory manner for the exclusive benefit of Participants, their Spouses, Joint Pensioners and Beneficiaries. The Administrative Committees may demand such proof of age of any Participant, Joint Pensioner or Spouse as it considers necessary and may adjust any Pension or other payment or payments thereafter due under the Plan as it deems appropriate and equitable to correct any factual error or misrepresentation. Such Committee's decision on all individual matters is final and binding on everyone having any interest in or under the Plan. The Finance Committee shall give instructions to the Funding Agents on all matters within its discretion as provided in the Plan or the Company's agreements with the Funding Agents. The Company shall indemnify all members of the Committees against any personal liability or expense arising out of action or inaction of the Committee or of the individual as a member of the Committee, except that due to his or her own willful misconduct. The Committees shall be the Named Fiduciaries of the Plan.

3.21 Amendment and Termination

The Company hopes and expects to continue this Plan indefinitely, but because future conditions cannot be foreseen, its Board of Directors necessarily reserves the right to change, suspend or terminate the Plan at any time. However, no change can be made which would adversely affect the rights which any Participant, retired employee, former employee, Spouse, Joint Pensioner, or Beneficiary may then have with respect to funds then being held under the Plan by any Funding Agent or permit any such funds to revert to an Employer or be used for any purpose except for the exclusive benefit of Participants, Pensioners, and their Spouses, Joint Pensioners and Beneficiaries.

In the event the Plan is terminated or suspended, all Participant and Employer contributions shall cease. The funds held under the Plan by the Funding Agents shall be applied to provide the Pensions, benefits and refunds accrued to the date of termination or suspension. Such provision shall be made in such manner as the Committees shall direct, including the purchase of paid-up annuities, distribution in installments, or lump sum distributions and shall be in conformance with the requirements and priorities established by various governmental agencies to oversee plan suspensions and terminations. Notwithstanding any contrary provisions of the Plan, after its termination and after all liabilities for the payment of Pension, benefits and refunds to the date of termination have been satisfied or provided for in accordance with the foregoing, any funds remaining with the Funding Agents shall be returned to the Company.

Change the following definitions to read:

Contributions Plus Interest: The cumulative total of contributions made by a Participant to the Plan under Section 3.04 and to the Company's retirement plan as it existed before 1969, plus interest at two percent per year on his or her contributions made after 1953, compounded annually to 1976, together with interest at 5% compounded annually after 1975 on all contributions and previous interest.

Vesting Service: The measure of Service used to determine eligibility for plan benefits and referred to in Section

(Note: These definitions will be alphabetized at a later date.)

LETTER AGREEMENT PROPOSALS

1. Letter Agreement proposal dated February 12, 1976, concerning the Corrosion Mechanic training program.
2. Letter Agreement proposal dated February 27, 1976, concerning the establishment of a Utility Relief First Operator classification in Diablo District of East Bay Division.
3. Letter Agreement proposal dated June 4, 1976, relative to the revision of Exhibit VI to the elimination of references to classification seniority in the Reserve Gas Service Department.
4. Letter Agreement proposal dated July 2, 1976, relative to the establishment of the Apprentice Cable Splicer and Cable Splicer B in General Construction.
5. Letter Agreement proposal dated July 27, 1976, relative to the establishment of the Senior Power Plant Operator classification and the Assistant Power Plant Operator classification at the Geysers Power Plant.
6. Letter Agreement proposal dated July 29, 1976, relative to the establishment of a revised schedule for Communication Technicians in Shasta Division.
7. Letter Agreement proposal dated August 6, 1976, relative to the establishment of the Corrosion Mechanic position in Pipe Line Operations.
8. Letter Agreement proposal dated August 13, 1976, relative to the adoption of a normal line of progression in the General Construction Line Department.
9. Letter Agreement proposal dated August 17, 1976, relative to Operator-Mechanic training at McDonald Island.
10. Letter Agreement proposal dated September 8, 1976, relative to the establishment of the Radiation Monitor classification at Humboldt Bay Power Plant.
11. Letter Agreement proposal dated October 4, 1976, relative to the Materials Department Training Program.

ATTACHED LETTER AGREEMENT PROPOSALS

1. Letter Agreement proposal dated October 19, 1976, relative to certain changes for computerized job bidding.
2. Letter Agreement proposal dated October 19, 1976, relative to change in Terminal Operator hours at Antioch.

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

October 19, 1976

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

Gentlemen:

As a result of commitments made to you relative to the automation of the bidding procedures, certain items need adjustment or change to expedite this process. These items include:

- 1.) The inclusion into the new system of only those prebids that are one year old or less. This would be done when each Division is converted to the new computer system.
- 2.) The establishment of new classification codes for clerical classifications as shown on the attached listing. Revise clerical job codes in Title 600 of the Physical Agreement. This will provide for more definitive clerical lines of progression.
- 3.) The use of U.S. mail for transfer applications as well as prebids and postbids.
- 4.) The use of the date of receipt for prebids, postbids or transfer applications in the Industrial Relations Department if postmarks cannot be read.
- 5.) The inclusion of all clerks in the Materials Distribution Department into the clerical operating line of progression in East Bay Division.
- 6.) The provision in Section 205.5 of the Physical Agreement that Company need not consider any transfer application which was postmarked less than eight calendar days prior to the date of filling a beginning classification.
- 7.) The following changes in the physical job definitions and lines of progression—Title 600:
 - a. Eliminate all references to (0475) Electrician-Operator (Geysers) from Exhibits VI and VI-B.
 - b. Eliminate (1145) Machinist Operator from Exhibits VI and VI-B.
 - c. Eliminate (0785) Plant Subforeman from the Machinist line of progression in Exhibit VI-B.
 - d. Eliminate (1770) First Service Operator from the (0250) Foreman's Clerk and the (0252) Assistant Foreman's Clerk lines of progression in Exhibit VI-L.
 - e. Change the notation under Apprentice Lineman (1-year step) in the Voltage Tester and Inspector lines of progression in Exhibit VI-L to read (1-year step and up).
 - f. Remove (0150) Launch Captain from Cableman's Helper, Street Light Maintenceman, Patrolman, Manhole Pumpman, and Night Manhole Pumpman lines of progression in Exhibit VI-L.
 - g. Delete Shopman from line of progression in Exhibit VI-L.
 - h. Remove or revise notes in (2230) Reserve Gas Serviceman, (2210) Serviceman, (1150) Steam Mainman, (0444) Truck Driver, and (0561) Apprentice Fitter lines of progression to remove references to classification seniority.
 - i. Remove (1030) Test Inspector and (2185) Air Conditioning Serviceman from lines of progression in Exhibit VI.
 - j. Remove the second paragraph in the General Notes on page 25 of Exhibit VI.
 - k. Remove (0775) Operating Subforeman from the lines of progression in Exhibit VI.
 - l. Delete Operator-Repairman from Exhibit VI-B.
 - m. Add (0942) Traveling Helper to Exhibit VI-B on page 16.
 - n. Delete reference to classification seniority under (2397) Control Technician line of progression.
 - o. Change (0992) Inspector to (0993) Inspector in Compliant Inspector line of progression.
 - p. Delete reference to classification seniority in line of progression to Apprentice Cable Splicer.
 - q. Change code for First Operator from (1545) to (1547) in Exhibit VI-L.

If you are in accord with the foregoing and its attachment 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 its attachment and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
By _____
Business Manager

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

October 19, 1976

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

Gentlemen:

To improve the use of manpower at the Pipe Line Operations operating facility in Antioch, Company intends to eliminate the third shift for Terminal Operators at the facility. In conjunction with this change, Company proposes, pursuant to Subsection 202.16(b) of the Physical Agreement, to change the hours of the first shift to 6 a.m. to 2 p.m. and to 2 p.m. to 10 p.m. for the second shift.

Company further proposes the adoption of a 21-day rotating schedule for Terminal Operators which will provide a Terminal Operator on each first and second shift with an extra man on the first shift each Thursday. This schedule provides for four regular days off (Friday, Saturday, Sunday, Monday), seven second shifts, two regular days off (Tuesday and Wednesday), and eight first shifts. A copy of this rotation is attached.

If you are in accord with the foregoing and its attachment 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 its attachment and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
By _____
Business Manager

Appointments

Negotiating Committees

Richvale Irrigation District

Tony Morgado

Lowell Helmers

Davey Tree Surgery Company

Orville Owen

Carlos Davison

Austin McNamara

Charles Dichirico

Oroville-Wyandotte Irrigation District

Tony Morgado

Robert Warka

Truman Journey

PUT OUR PEOPLE BACK TO WORK



Senator Tunney and presidential nominee Jimmy Carter, agree jobs must have priority.

TUNNEY OFFERS A CLEAR CHOICE

In the six years since John V. Tunney was elected California's junior senator, he's built a solid reputation as a hardworking liberal with close ties to the needs of people who work for a living.

Tunney recognizes that jobs are the number one need. He's fought consistently to lower the nation's high unemployment rate. Among his actions to put Americans back to work, he:

- ✓ Supported legislation creating 300,000 public service jobs during the peak of joblessness in late 1974.

- ✓ Sponsored legislation directing up to \$1.8 billion to local governments in areas of high joblessness, and extending unemployment insurance benefits for an additional 13 weeks.

- ✓ Blocked efforts to relocate federal facilities outside his state.

- ✓ Supported the Humphrey-Hawkins full employment bill.

TUNNEY BLAMES the depressing job picture on the Nixon-Ford Administration. He was the first Senator to call for Richard Nixon's resignation on the Senate floor, a year before the President was forced to resign. He's scored Nixon's successor, Gerald Ford, for vetoes that have resulted in 2 1/2 million more jobless than when Ford took over.

Tunney has been an active scrapper in other areas, too. He is carrying on a lonely fight against S. 3197, a measure known as the "Foreign Intelligence Surveillance Act." Tunney cast the lone dissenting vote against the bill in the Senate Judiciary Committee, saying the bill lacked enough safeguards against invasion of privacy.

The California Senator also opposed S. 1, on the grounds it would threaten many constitutional rights. Both bills are opposed by labor.

TUNNEY HAS introduced the Job Creation Act of 1976, which would create or maintain one million jobs in the next 18 months through tax credits and funding for labor-intensive public works projects.

Overall, Tunney's record with labor stacks up to very healthy 86 percent, as rated by the AFL-CIO Committee on Political Education.

Tunney recently appeared before the California AFL-CIO's convention in Sacramento. Along with endorsing

Democratic presidential nominee Jimmy Carter spelled out for the AFL-CIO General Board a program for getting America back to work and painted a realistic appraisal of his chance to win the Nov. 2 election.

"Some people say it costs too much to put our people back to work," Carter said. "I think it costs too much not to put our people back to work."

Carter dealt almost exclusively with economics as he recited the figures on a nation in dire straits after nearly eight years of Presidents Nixon and Ford.

He detailed the "four basic ingredients that must go into the correction of our economic woes — balanced growth, full employment, stable prices and well-managed government."

But the nature of the 1976 election

Proposition 14, the United Farm Worker's Initiative, here's what Sen. Tunney had to say: "We've seen a Democratic Congress pass legislation for housing, jobs and child care only to see those bills vetoed by Richard Nixon and Gerald Ford..."

"No economic policy is going to be successful without a push for full employment."

dictates that "the difference in winning or losing will be in the hands of people like you and those you represent," Carter said.

Carter spelled out a program to turn the economy around that includes:

- Steady growth of the economy, "at least double the 2 percent or less that has been maintained under President Nixon and Ford." He noted that the national economy is losing \$150 billion a year in goods and services not produced in the Nixon-Ford recessions and said this amounts to "a \$2,500 loss for every family in this country."

He cited a need for adequate supplies of basic materials and the necessity of encouraging agricultural productivity, enforcing antitrust laws to assure competition and maintaining strategic reserves "so we won't be caught short and won't have to yield again to an attempted blackmail or pressure on our economy."

- Full employment, "the most important thing of all, I think. We need strong government programs to implement employment, primarily in the private sector, but as top priority." Even in this year of tight budget priorities, the nation is spending \$17 billion on welfare and unemployment

compensation, he noted, and that could be spent on creating jobs.

"If we carefully target government programs and government incentives, we can reach an unemployment rate of 4 percent or less without strong inflationary pressures," he said.

- Stable prices, setting a target date of 1980 for the return to an inflation rate of 4 percent or under — about the rate the nation had when Nixon took office in 1969.

- A balanced budget, which Carter said would never be achieved as long as the nation remains below full productive capacity and loopholes in the tax laws cut into federal revenues. He said 622 Americans with incomes over \$100,000 paid no taxes at all last year.

Carter repeated his personal themes of "quiet, tough and efficient" management of government as essential to economic recovery, stating that the nation must end the "drift" it has had under Ford's "timid leadership."

And he stressed restoring the bonds of trust between a people and its government. Recalling his own two-year quest for the nomination, Carter said "we Democrats know that government can provide for our needs. But we insist that we control government and not the other way around."

Local 1245 Political Endorsements

This is the list of candidates endorsed by the Executive Board of Local 1245 and by the California State Federation of Labor-AFL-CIO, for the November 2, 1976 General Election. They are recommended to you as the best candidates to meet your needs and represent your interests.

PRESIDENT — JIMMY CARTER

VICE PRESIDENT — WALTER MONDALE

U.S. SENATOR — JOHN V. TUNNEY

CONGRESS

- | | |
|------------------------------------|-----------------------------------|
| District | District |
| 1. Harold T. (Bizz) Johnson (D) | 23. Anthony C. Beilenson (D) |
| 2. Oscar Klee (D) | 24. Henry A. Waxman (D) |
| 3. John E. Moss (D) | 25. Edward R. Roybal (D) |
| 4. Robert L. Leggett (D) | 26. Bruce Latta (D) |
| 5. John L. Burton (D) | 27. Gary Familian (D) |
| 6. Phillip Burton (D) | 28. Yvonne Brathwaite Burke (D) |
| 7. George Miller (D) | 29. Augustus F. (Gus) Hawkins (D) |
| 8. Ronald V. Dellums (D) | 30. George E. Danielson (D) |
| 9. Fortney H. (Pete) Stark Jr. (D) | 31. Charles H. Wilson (D) |
| 10. Don Edwards (D) | 32. Glenn M. Anderson (D) |
| 11. Open | 33. Ted Snyder (D) |
| 12. David Harris (D) | 34. Mark W. Hannaford (D) |
| 13. Norman Y. Mineta (D) | 35. Jim Lloyd (D) |
| 14. John J. McFall (D) | 36. George E. Brown, Jr. (D) |
| 15. B. F. Sisk (D) | 37. Open |
| 16. Leon E. Panetta (D) | 38. Jerry M. Patterson (D) |
| 17. John Krebs (D) | 39. William E. "Bill" Farris (D) |
| 18. Dean Close (D) | 40. Vivian Hall (D) |
| 19. Dan Sisson (D) | 41. King Golden Jr. (D) |
| 20. Patti Lear Corman (D) | 42. Lionel Van Deerlin (D) |
| 21. James C. Corman (D) | 43. Pat Kelly (D) |
| 22. Robert L. Salley (D) | |

STATE SENATE

- | | |
|---------------------------|---------------------------|
| District | District |
| 1. Randolph Collier (D) | 21. Raymond J. Loftus (D) |
| 2. Albert S. Rodda (D) | 23. David A. Roberti (D) |
| 5. Milton Marks (R) | 25. Ronald Barbatore (D) |
| 7. John A. Nejedly (R) | 27. James Q. Wedworth (D) |
| 9. Nicholas C. Petris (D) | 29. Bill Greene (D) |
| 11. Alfred E. Alquist (D) | 31. Renee Simon (D) |
| 13. John Garamendi (D) | 33. Betty Wilson (D) |
| 15. Rose Ann Vuich (D) | 35. Paul Bell (D) |
| 17. Phil Harry (D) | 37. Paul B. Carpenter (D) |
| 19. Sabrina Schiller (D) | 39. Bob Wilson (D) |

STATE ASSEMBLY

- | | |
|--------------------------------|------------------------------------|
| District | District |
| 1. Betty Smith (D) | 41. No Endorsement |
| 2. Barry Keene (D) | 42. Patrick Johnston (D) |
| 3. George C. Shaw (D) | 43. Howard L. Berman (D) |
| 4. Vic Fazio (D) | 44. Alan Sieroty (D) |
| 5. Eugene T. Gualco (D) | 45. Herschel Rosenthal (D) |
| 6. Leroy F. Greene (D) | 46. Charles Warren (D) |
| 7. Norman S. Waters (D) | 47. Teresa Hughes (D) |
| 8. Mike Gage (D) | 48. Maxine Waters (D) |
| 9. Michael Wornum (D) | 49. Julian C. Dixon (D) |
| 10. Daniel E. Boatwright (D) | 50. Curtis R. Tucker (D) |
| 11. John T. Knox (D) | 52. Charles J. "Chip" Post III (D) |
| 12. Tom Bates (D) | 52. Vincent Thomas (D) |
| 13. John J. Miller (D) | 53. Cindy Wear (D) |
| 14. Bill Lockyer (D) | 54. Frank Vicencia (D) |
| 15. S. Floyd Mori (D) | 55. Richard Alatorre (D) |
| 16. Art Agnos (D) | 56. Art Torres (D) |
| 17. Willie L. Brown Jr. (D) | 57. Mike Cullen (D) |
| 18. Leo T. McCarthy (D) | 58. Fred W. Chel (D) |
| 19. Louis J. Papan (D) | 59. Jack R. Fenton (D) |
| 20. Open | 60. Joseph B. Montoya (D) |
| 21. Victor Calvo (D) | 61. Patricia Ostrye (D) |
| 22. Richard D. Hayden (R) | 62. Sandy Baldonado (D) |
| 23. Open | 63. Bruce E. Young (D) |
| 24. Leona H. Egeland (D) | 64. James E. Gonsalves (D) |
| 25. Alister McAlister (D) | 65. Bill McVittie (D) |
| 26. Carmen Perino (D) | 66. Terry Goggin (D) |
| 27. John E. Thurman Jr. (D) | 67. Open |
| 28. Henry J. Mello (D) | 68. Walter M. Ingalls (D) |
| 29. Martin Dodd (D) | 69. Neal Gibbons (D) |
| 30. Ken Maddy (R) | 70. Bruce Nestande (R) |
| 31. Richard Lehman (D) | 71. Chester B. "Chet" Wray (D) |
| 32. Bill Kennedy (D) | 72. Richard Robinson (D) |
| 33. Stephen Schilling (D) | 73. Dennis Mangers (D) |
| 34. Larry Chimbole (D) | 74. Ronald Cordova (D) |
| 35. Gary K. Hart (D) | 75. Tom Suitt (D) |
| 36. Jane McCormick Tolmach (D) | 76. Ronald Kirkemo (D) |
| 37. Arline Mathews (D) | 77. Tim Cohelan (D) |
| 38. Betty Mann (D) | 78. Lawrence Kapiloff (D) |
| 39. Jim Keysor (D) | 79. Peter Chacon (D) |
| 40. Tom Bane (D) | 80. Wadie P. Deddeh (D) |

STATE PROPOSITIONS

- | | |
|---------------------|----------------------|
| 1—YES | 9—YES |
| 2—YES | 10—YES |
| 3—YES | 11—YES |
| 4—YES | 12—YES |
| 5—YES | 13—NO RECOMMENDATION |
| 6—YES | 14—YES |
| 7—YES | 15—YES |
| 8—NO RECOMMENDATION | |

1977 IBEW Founders' Scholarships

The International Brotherhood of Electrical Workers offers to its members a maximum of 12 Founders' Scholarships annually for university study leading to bachelor's degrees in specified fields. The number of scholarships awarded each year is determined by the number of qualified applicants. One scholarship is awarded for each 25 qualified applicants or major fraction thereof. They will be granted each year on a competitive basis to qualified candidates from all branches of the IBEW.

The IBEW Founders' Scholarships honor a small group of skilled and dedicated wiremen and linemen who, in November, 1891, organized the International Brotherhood of Electrical Workers.

The scholarships are each worth \$2,500 per year for up to four years of undergraduate study leading to the attainment of a bachelor's degree. They may be used towards a bachelor's degree in any of the following fields of study in any accredited college or university.

Engineering Courses

Aerospace
Chemical
Civil
Electrical
Engineering science
Industrial
Mechanical

Other Fields of Study

Accounting
Architecture
Business
Business administration
Economics
Industrial design
Industrial management
Industrial relations
Metallurgy

The Founders' Scholarship Program is an adult program for qualified IBEW members. It is not open to sons and daughters of members, unless the sons and daughters themselves are qualified.

Eligibility

The IBEW Founders' Scholarships are open to IBEW members who have been in continuous good standing for at least four (4) years by the time they begin college study or original members of a local union chartered less than four (4) years. It is further required, where applicable, that apprentices shall have completed a full, formal apprenticeship as established in their trade and area.

Qualifications

Applications must be submitted to the IBEW Founders' Scholarship Selection Committee at 1125 - 15th Street, N.W., Washington, D.C. 20005 on official application forms available from local unions or on request from the International Office. To be considered as qualified candidates in the scholarship competition, candidates must have taken the Scholastic Aptitude Test (SAT) administered by the College Entrance Examination Board and are responsible for registering to take the SAT and for paying all fees for the test. The test dates for 1976-77 are as follows:

November 6, 1976
December 4, 1976
January 22, 1977*

Candidates must register to take the SAT four to six weeks in advance of the examination dates. Further information about the SAT and

registration forms are available at leading high schools and at many colleges. If unobtainable in your area, registration forms may be obtained by writing the College Entrance Examination Board at either Box 592, Princeton, New Jersey 08540 or Box 1025, Berkeley, California 94701.

On all registration forms for the SAT, prospective candidates must use the IBEW code number "0485" and in Item 9, line 1, of the form write "IBEW Founders' Scholarship." This will insure that the candidates' test results will be reported to the IBEW Scholarship Selection Committee for consideration.

Along with their applications and other forms, applicants must submit records of academic achievement — high school and college-level work (if any) — to assist the Selection Committee in its evaluations. All high school records and college transcripts must be accompanied by an explanation of the marking system in use at the school, unless such explanatory notes are clearly printed on the face of the records. If the candidate has completed a formal apprenticeship training program as a member, records of his personal class achievements and recommendations from his instructors would be helpful.

Applicants are required to submit a complete personal resume of their notable activities to date.

Applicants are required to submit an essay of between 250 and 500 words explaining, "How the Founders' Scholarships Will Benefit the Brotherhood and the Electrical Industry." Essay must be double spaced and typewritten.

Each applicant must be recommended by the business manager of his local union (or acting business manager in the absence of such officer) before his application will be considered. In addition to recommendation from the business manager, an applicant must submit letters of recommendation from at least two other reference sources (not members of his family) who are familiar with his abilities and performance records. Preferably, these references should be from persons of recognized standing and reliability with whom the candidate has associated, such as employers, supervisors, instructors, professionals, etc.

Application forms, transcripts, recommendations, records, and other supporting statements or papers must be received by the Selection Committee before Jan. 31, 1977.* It is the responsibility of each candidate to see that all recommendations and letters of reference plus other required materials are received by the committee before the closing date.

Selection of Winners

An independent Scholarship Selection Committee, composed of recognized academic, professional, and community representatives, will examine the complete record of each scholarship applicant. Consideration will be given to the Scholastic Aptitude Test, transcripts of records for any college-level work already completed, the essay, resume, and any other evidence of maturity, initiative, ability, and demonstrated leadership potential. On the basis of these factors, the Selection Committee will choose the winners of the IBEW

Founders' Scholarships, will name a panel of alternate winners, and will report the names to the IBEW scholarship administrator. All winners will be notified, and the list of scholarship winners will be published in the IBEW Journal.

Awards

The \$2,500 are to be used for all legitimate educational expenses. These would include tuition, room and board (or an equivalent allowance if not living on campus), books, laboratory fees, instruments, library fees, student activities, and other standard campus charges. The student is expected to budget his grant in a manner that will assure completion of all his degree requirements.

If an IBEW scholarship winner desires to accelerate his education by attending school during the summer, he will inform the IBEW, which will then arrange to transfer an appropriate portion of his scholarship fund for that period. The amount so advanced will be deducted from funds for the fourth and final year of the award. The student is limited to \$2,500 for any three quarters of study in a school operating on a quarter system. An advance of funds for study in a fourth quarter of that year must be requested well in advance.

Responsibilities of Winners

Winners are expected to attend college on a full-time basis, with a full academic load of classes appropriate for their chosen curriculum and to begin study by the second (or winter) semester of the 1977-78 school year at the latest. Scholarship holders are required to send a copy of their official grade reports to the IBEW scholarship administrator as soon as they are available. They are also required to submit an annual paper of not less than 1,000 words on a labor-related topic. The topic may be on the American labor movement, labor history, or a subject of current concern to labor. The paper must be sub-

mitted no later than August 1st of each respective year. The first paper would be due by August 1, 1978.

Scholarship winners are required to maintain membership in their local unions.

Scholarships are not transferable and are forfeited if the student withdraws or fails to meet the standards of scholarship, character, health, morality, and personality deemed necessary for graduation.

Continuity of Scholarship

Once a scholarship winner is admitted to college, his scholarship will be renewed annually, subject to all the rules set forth in this brochure.

If serious or chronic illness intervenes after a winner has entered higher education, the scholarship will be held in abeyance for one academic year.

If higher education is interrupted by military service, the scholarship will be held for not more than two academic years, unless the time of service is extended by the Selective Service Board. Those leaving the military service must apply for reinstatement of scholarship status within 90 days after severance.

Employment Information

If requested, the IBEW will provide information regarding prospective employers to scholarship winners prior to graduation.

Free Act of the IBEW

The creation of the scholarship program is a free act of the International Brotherhood of Electrical Workers. The IBEW retains its right to alter, suspend, cancel, or halt the IBEW Founders' Scholarship Program at any time and without giving any reason, provided, however, that scholarship winners already in college under the program will continue to receive the stipends until graduation or the end of their fourth year of undergraduate study under their IBEW Founders' Scholarship, whichever comes first.

LETTER OF AGREEMENT SUMMARIES

Pacific Gas and Electric Company

No. 2255 signed 9-30-76

Provides the employees who man the "Pony Express" service with a three day holiday for the Veteran's Day weekend.

Sierra Pacific Power Company

No. 2256 signed 10-15-76

Provides for revision of shift schedule at the Fort Churchill Station.



KATHY TINDALL

Kathy Tindall Appointed to Executive Board

Kathy Tindall, Duplicating Machine Operator for Sierra Pacific Power Company in Nevada, was appointed as the Northern Area Executive Board Member at the September meeting of the Executive Board.

Kathy joined Local 1245 in April of 1972. She has been a Shop Steward for three years. Sister Tindall served on Local 1245's negotiating committee for the 1975 wage opener and the 1976 general negotiations with Sierra Pacific Power Company.

Kathy Tindall fills the vacancy created when Dale Turman resigned to become a Business Representative for Local 1245.

Where They Stand on the Key Issues

CARTER

Carter says, "Our country's single most important priority must be a job for every American who wants to work. Every person has a right to a decent job."
"I am committed to the goal of full employment, and I am dedicated to positive programs to achieve that goal."

He supports basic goals of labor-backed proposals on unemployment and asserts joblessness can be cut substantially "without reviving double-digit inflation," thus challenging the Ford assumption that substantial government investment in reducing unemployment will cause higher inflation.

Carter hopes "the private sector can produce enough decent jobs for all." When it can not, he says, federal programs should be triggered to "provide funds for useful and productive public employment" in the cities and neighborhoods of the jobless.

He attacks those whose policies created unemployment and who would go slow in reducing it, saying, "When unemployment prevails, they never stand in line looking for a job."

Carter contends one of the most effective weapons against sharply-rising living costs is jobs, says "our first task" in fighting inflation "must be to reduce unemployment." He pointed out "every one per cent we can cut from the unemployment level will produce about \$16 billion in federal revenue and will help forestall the kind of budget deficits that feed inflation."

"We will never end the inflationary spiral, and we'll never have a balanced budget," he says, "as long as we have 8 or 9 million Americans who are looking for jobs, plus another 2-3 million people who have given up hope."

He deplores monetary restrictions and high interest rates as anti-inflation weapons and calls for "increased attention to the supply side of our economy" and for "strict enforcement of anti-trust and consumer protection legislation."

Carter calls for a "complete overhaul" and simplification of the tax system that would "lower taxes on middle income and low income families," and would discourage tax breaks for corporations that run overseas "while people who want work are begging for jobs back home."

He lashes the loophole-ridden tax laws that let "the total tax burden shift more and more toward the average wage-earner" and points out, "The average family earning \$10,000 a year pays a higher proportion of its income in taxes than a family with an annual income of \$1 million or more" and that "some of our largest corporations with extremely high profits pay no tax at all," because of loopholes. "There are not any hidden tax loopholes for people who draw a paycheck, but a lot of loopholes for people who are rich."

Carter says, "All my life, I have heard promises of tax reform, but it never quite happens. We are going to make it happen."

Carter calls for "a nationwide, comprehensive health program for all our people." Too often, he says "serious illness means financial ruin for a family, and too often a limited income means limited access to quality medical care."

He also urges "reform of health delivery service" and demands America have "quality health care available to all our citizens on a regular basis" under a workable, efficient and fair system of health care, "a system that would provide needed preventive medicine."

14(b) REPEAL — Carter says he favors repeal of 14(b), which permits state open shop laws, and would sign a repealer if Congress enacts it.

SITUS PICKETING — Carter says "As President, I would have signed the common situs (equal picketing rights for construction workers) bill that Ford vetoed."

JOB SAFETY — Carter says, "I will vigorously enforce laws protecting the safety of workers on the job. We must guarantee to every workman and woman, a clean, safe place to work."

The positions of the candidates on major issues show clearly which of the two would better represent the interests, needs and concerns of working people.

The record shows President Ford has no program to achieve these goals. Jimmy Carter has. That is why the AFL-CIO has endorsed Jimmy Carter for President.

JOBS

Under President Ford, unemployment soared to the highest levels since the 1930s — seven, eight, nine per cent, according to "official" figures. But in real figures, which include millions of part-time workers and others so discouraged they've given up looking, joblessness has been 10-14 per cent. In the construction trades, it has hit more than 20 per cent, over 50 per cent in some areas.

Yet, Ford vetoed four proposals that would have created 2.25 million jobs directly and potentially 1 1/2 million spin-off jobs. He claims job-creating programs are "inflationary" and the country can't afford them. But the contrary is true.

For every one percent the unemployment rate can be cut, more than \$16 billion in federal tax revenues will be generated and approximately \$2.5 billion saved in unemployment compensation and related benefits for jobless Americans, reducing inflationary pressures, even leading toward a more balanced budget.

President Ford has made a decision to fight inflation by permitting continued high unemployment. As a result, we have both.

At the cost of intolerably high unemployment, President Ford has reduced somewhat the double-digit inflation of the Nixon years.

But the cost of living has still soared by more than 14 per cent since he took office. It still erases workers' wage increases. Indeed, Nixon-Ford inflation actually has put American workers behind their 1965 level in real spendable earnings — what they can buy with what they take home.

The Administration has proudly trumpeted the reduction in the rate of living cost increase. But it only looks good in comparison to the 10-12 per cent inflation that preceded it. Certainly, when we have seven to eight per cent inflation, no one can suggest the problem has been cured.

And the modest cut in the inflation rate has come at the highest of costs, joblessness for millions of workers.

INFLATION

TAX JUSTICE

In two instances, President Ford has clearly demonstrated that "tax justice" is a phrase foreign to his vocabulary.

In late 1975, he proposed a tax program that would have cost families with incomes of \$5,000 a year or less as much as \$400 per year per family in additional taxes.

The same proposals called for actual cuts for others, but his plan rewarded the highest earners with the highest cuts. The AFL-CIO argued that the highest tax cuts should go to the lowest-paid.

In addition, Ford in December 1975 vetoed action by Congress that would extend anti-recession tax cuts for individuals.

In other tax areas, Ford says little about closing the loopholes for big corporations and wealthy individuals which cost the Federal Treasury billions of dollars. Indeed, he proposes new tax breaks for most of them. Ford's idea in brief: Soak the poor and the worker, relieve the rich and the corporations.

HEALTH CARE

President Ford rejects a national health insurance plan that would protect all Americans. His major proposal has been for a "catastrophic illness" plan for the elderly only.

This plan actually is a step backward for seniors in health care. Only one out of 300 elderly persons hospitalized under medicare would qualify for any payments under the Ford plan. Meanwhile, for all seniors it would add up to \$70 more a year in cost of medicare coverage and would more than double their out-of-pocket costs.

WORKERS' RIGHTS

14(b) REPEAL — As a member of U.S. House, Ford voted "wrong" on three key votes on 14(b) repeal. Has said "my attitude today is precisely the same," meaning he'd veto a repealer.

SITUS PICKETING — Ford promised building trades unions more than once he'd sign equal picketing rights for construction workers if Congress passed it. Congress did. Ford reneged on his promise, caved in to industry pressure, vetoed the bill.

JOB SAFETY — Ford has supported constant efforts by conservatives to weaken the Job Safety Law.

SUMMARY

The issues are crystal clear: We have to get America back to work. We have to achieve full employment. We have to end intolerably high inflation. We have to win tax justice. We have to make it possible for all Americans to get the best health care possible.

We have to restore the people's trust and faith in their government, its institutions and its leaders.