



utility reporter

VOL. XXV NO. 2

OAKLAND, CALIFORNIA

FEBRUARY, 1977

Official Publication of I.B.E.W.
Local Union 1245, AFL-CIO,
P.O. Box 4790,
Walnut Creek, Ca. 94596



Local 1245 Nominates all Officers this April

Nominations for all Local 1245 Officers will be open at the April Unit Meetings in accordance with the Local Union 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, Northern Area Executive Board Member, Central Area Executive Board Member and At Large Executive Board Member.

Under Article III, Section 2 of the Local Union Bylaws "The office of Financial Secretary shall be combined with the office of Business Manager and must be filled by a member holding membership in the EWBA as required by the IBEW Constitution". (The EWBA member is more commonly known as an "A" member.)

The offices of President, Vice President, Recording Secretary, Treasurer and Business Manager-Financial Secretary are elected by the entire membership. The Southern Area Executive Board Member, Central Area Executive Board Member, Northern Area Executive Board Member and the At Large Executive Board Member are elected by those employees in combinations of areas and groups which are outlined on page two.

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

Article III, Section 5. Members elected or appointed to office in the Local Union must be able and available to attend all regular and special meetings and to conduct the affairs of their office in the City of Walnut Creek without compensation or expenses other than provided for in Article X herein. Assistant Business Manager and/or Business Representatives shall not be eligible to hold any elective Unit or Local Union office. They shall, however, be eligible to run as delegates to the International Convention.

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.

Article III, Section II provides that nominees shall have been members in good standing for two years prior to April 1, 1977 and have tendered dues for the month of February, 1977. A nominee should not have his name recorded in the minutes as a candidate if he knows he does not qualify.

Article III, 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, 1977, that he will run for a specific office if nominated.

Article III, Section 13 provides that a member shall not accept nomination for more than one office of the Local Union unless combined under these Bylaws. If a member is nominated for more than one office, he must notify the Recording Secretary promptly in writing not later than May 15 for which office he will be a candidate and decline all other nominations for Local Union offices. Candidates nominated for the Advisory Council or other Local Union offices may also be nominated as delegates to the International Convention.

You have a duty to encourage able members to be candidates for office keeping in mind the Officers you elect will guide Local 1245 for the next three years.

Attend your April Unit Meeting at the locations listed on pages four and five of the January 1977 issue of the **Utility Reporter**.

Article IX, Section 3(a) The Business Manager-Financial Secretary and the President, by virtue of their offices shall be delegates to the International Conventions of the I.B.E.W.

UNION TO BALLOT ON P.G.&E. OFFER

This issue of the UTILITY REPORTER is designed to present the Pacific Gas and Electric Company's offer of settlement for 1977 negotiations resulting from the bargaining sessions between Local 1245 and PG&E negotiating teams which began on October 18, 1976.

The offer as made on February 1, 1977, was submitted in writing by PG&E to Local 1245 by letter of February 8, 1977, and is reprinted herein, along with certain explanatory notes set forth by Local 1245's General Negotiating Committee.

Each and every member covered by the current PG&E Physical and Clerical Agreements is urged to study carefully the content of the Company's offer as printed in this issue of the paper.

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

The offer of settlement by PG&E covers **all benefits, wages and working conditions** as a **single offer** and must be considered as a total package.

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

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

Ballots are to be mailed out in the near future.

YOUR
Business Manager's
COLUMN

VOTE ON
P.G.&E. SETTLEMENT



L. L. MITCHELL

This issue of the *Utility Reporter* once again becomes the means to provide vital information to the general membership which could not be disseminated in time by other methods. Two subjects take up the bulk of the paper this month - the notice of rules and processes in the nomination of candidates for local union officers and the offer of settlement resulting from negotiations on the 1977 Labor Agreement between Local 1245 and Pacific Gas and Electric Company.

A knowledge of rules and processes for nominations is vital to all members. Publishing them now not only makes people aware that nominations will occur but provides the opportunity for candidates and their advocates to know the requirements of candidacy and to promote support for those they will place on the ballot for election in June.

Future issues of the paper will give the procedures for the balloting and the background of the candidates for the several offices to be filled.

The second subject is the offer of settlement for a new Labor Agreement for the employees of Pacific Gas and Electric Company. This too, should be of interest and concern to all members because the content of the settlement will be the basis for many of the negotiations on other properties which employ our members.

The content of the offer is the result

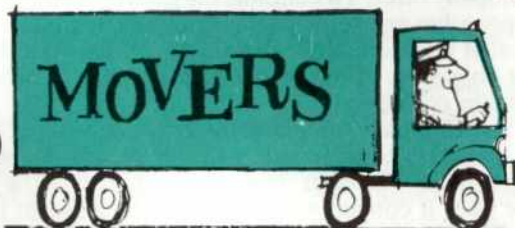
of many months of activity by units in making proposals, the committee's preparation in developing and negotiating the package and preparing the explanations which appear in this paper along with the language which makes up the settlement.

This year's negotiations have been most difficult. The desires of our members in terms of wages, pensions, contract provisions and fringe benefits has been ably presented by your committee. Proposals by the Company were weighed and analyzed for merit and for adverse effects. The proposed settlement of these negotiations represents the concentrated effort of 5 months of forceful defense of principles sought by both parties at the bargaining table. Each party has worked diligently to reach an accord which could be submitted to the members for their judgment.

Your committee has urged all of you to weigh this offer and to cast your ballot based on your own judgment of its acceptability.

In addition to urging full participation and exercising your right as member to vote I would add that judgment should be based on fully understanding the proposed offer. The committee has spent hours in preparing explanations of the numerous changes which are being proposed. It is hoped they will further your understanding of what the offer contains and will help you in making your decision.

... HAVE YOU MOVED?



MY NEW ADDRESS IS:

NAME _____

STREET _____

CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY # _____

RETURN TO:

P.O. BOX 4790, WALNUT CREEK, CALIF. 94596

Area Designations for Executive Board

Editor's note: Listed below are the areas and groups from which Executive Board members are elected. These areas and groups are referred to in the notice regarding the nomination of Officers found on page one.

Northern Area

- 30 Sacramento Regional Transit District
- 30a Citizens Utilities Company of California
- 30b Pacific Gas Transmission Company
- 31 Humboldt Division of Pacific Gas and Electric Company
- 32 Shasta Division of Pacific Gas and Electric Company
- 32a City of Redding
- 32b California Pacific Utilities Company - Lassen Division
- 33 Sierra Pacific Power Company
- 33a California Pacific Utilities Company - So. Lake Tahoe Division
- 33b Nevada Power Company, Elko Division
- 33c Truckee-Donner Public Utility District
- 33d Teleprompter of Reno
- 33e California Pacific Utilities Company - Winnemucca District
- 33f Mount Wheeler Power, Inc.
- 33g North Bay Cable T.V.
- 34 De Sabla Division of Pacific Gas and Electric Company
- 34a Paradise Irrigation District
- 34b State T.V. Cable
- 35 Drum Division of Pacific Gas and Electric Company
- 35a Plumas Sierra Rural Electric Cooperative
- 35b Nevada Irrigation District
- 35c City of Roseville
- 35d Placer County Water Agency
- 36 Colgate Division of Pacific Gas and Electric Company
- 36a Oroville-Wyandotte Irrigation District
- 36b Richvale Irrigation District
- 36c Thermolito Irrigation District
- 36d Yuba County Water Agency
- 36e City of Gridley
- 37 North Bay Division of Pacific Gas and Electric Company
- 37a City of Healdsburg
- 37b Teleprompter of Ukiah, Willits and Fort Bragg
- 37c Napa Valley Cable TV
- 38 Sacramento Division of Pacific Gas and Electric Company

- 39 Sacramento Municipal Utility District
- 39a United States Bureau of Reclamation, Region 2

At Large

- 41 General Construction of Pacific Gas and Electric Company
- 43 Utility Tree Service Company
- 44 Davey Tree Surgery Company
- 46 Sohner Tree Service, Inc.
- 47 Pacific Tree Expert Company
- 49 Outside Construction
- 49a Telephone Construction
- 49b CATV Construction

Southern Area

- 11 San Joaquin Division of Pacific Gas and Electric Company
- 11a Merced Irrigation District
- 11b Lindmore Irrigation District
- 12 Coast Valleys Division of Pacific Gas and Electric Company
- 12a City of Lompoc
- 12b Teleprompter of Lompoc
- 12c Teleprompter of Santa Maria
- 12d Monterey Peninsula T.V. Cable
- 12e Central California Communications Corp.
- 12f Ocean View Cablevision Inc.
- 13 Pipe Line Operations Department of Pacific Gas and Electric Company
- 13a California Pacific Utilities Company - Needles Division
- 14 City of Santa Clara
- 15 San Jose Division of Pacific Gas and Electric Company
- 15a Teleprompter of Santa Cruz
- 15b Teleprompter of Los Gatos

Central Area

- 20 Standard Pacific Gas Line Inc.
- 21 Material Distribution Department of Pacific Gas and Electric Company
- 22 Alameda-Contra Costa Transit District
- 23 East Bay Division of Pacific Gas and Electric Company
- 23a X-Ray Engineering Company
- 23b Concord T.V. Cable
- 23c Teleprompter of Milpitas
- 23d Tele-Vue Systems, Inc. East Bay Area
- 23e Bay Cablevision, Inc.
- 23f Teleprompter of Newark
- 24 San Francisco Division of Pacific Gas and Electric Company
- 24a General Office of Pacific Gas and Electric Company
- 24b Western T.V. Cable
- 25 Stockton Division of Pacific Gas and Electric Company
- 25a Turlock Irrigation District
- 25b Tri-Dam Project
- 26 City of Alameda, Bureau of Electricity
- 27 City of Berkeley
- 28 City of Lodi
- 29 City of Oakland

Dateline: Coast Valleys

by Bob Gibbs

I would like to begin this article by thanking everyone who attended Mark's retirement party and dinner. I know Mark is grateful to everyone of the 130 plus people who turned out to honor him and his 17 years service to our union. I would also like to extend my personal thanks to John Collenback, Jerry Smith, Royce Herrier, and the rest of the committee who made the evening one to remember.

As most of you know, a lot of my time so far has been spent in negotiations with the City of Lompoc and Oceanview Cable T.V. With great help from Larry McCammon, Jim Olivera and Webb Herrier. The Lompoc negotiations have been concluded. We are still in negotiations with Oceanview where Richard Jasmine is our committee member.

As for new stewards, make welcome Lee Montgomery, Dean Mooney, and John Gibbs (no relation) all of G.C. Lee is at Morro Bay, Dean and John work at Diablo Canyon. If you work in that area and have a problem, get in touch with them; they are ready, willing, and able to help.

Personally, I would like to thank all the stewards in my responsibility area for making the transition from Mark to myself as Business Representative an enjoyable experience. I am glad to be here and am looking forward to our future association.

To the membership in the Coast Valleys area; I ask you to support your stewards and I urge you to attend your unit meetings and participate in our Local. I would like to see 90-100% attendance at all meetings. I know this is possible as we have that kind of turn out at Hollister. We have many decisions to make, both now and in the future, and your help is needed.

Negotiating Committee's Statement

Local 1245's General Negotiating Committee submitted proposed changes in the Benefit, Clerical and Physical Agreements on October 19, 1976. On this same date, P.G.&E. submitted a letter which stated that the Company would be prepared to submit proposals and counter-proposals in these agreements during negotiations. In addition, P.G.&E. submitted eleven letter agreements which had been previously submitted to the Union, two new letter agreements, and a draft proposal for amending the Retirement Plan to conform to the requirements of the Employees Retirement Income Security Act of 1974 (ERISA). During the period between this exchange and February 1, 1977 both Union and Company Negotiating Committees have spent countless hours in work and discussion in an effort to reach accord. The Union's Committee is charged with the responsibility of seeking improvements for our members and maintaining their rights as they currently exist. During the bargaining process proposals and counter proposals were made by both parties which resulted in a final offer of settlement on February 1, 1977.

The Committee felt it had exhausted the possibility of further improvements in the Company offer. To continue bargaining would have necessitated a change to different approaches and principles than those contained in the offer. It was the considered opinion of this Committee that the Company offer did include movement in a majority of the objectives of our original proposal and contained improvements worthy of membership consideration.


The Company offer contains expanded rights, increased job security, improvements of monetary considerations in the Benefit Agreement, and in the Health and Dental Agreement. The offer does not include all of the objectives sought by this Committee, nor does it contain all of the objectives sought by the Company during negotiations.

With this in mind, the General Negotiating Committee makes no recommendation for acceptance or rejection but believes that the represented members have to make their own judgment based on the merits of the offer.

We do urge that each member read, study, and evaluate the offer which is printed and explained in the Utility Reporter, and exercise their democratic privilege and responsibility to vote on this offer.


YOUR NEGOTIATING COMMITTEE

- | | |
|-----------------|----------------|
| Gary Abrahamson | L. L. Mitchell |
| Mary Ann Agler | Pat Nickeson |
| Bill Attinger | Marv Rubendall |
| Michael Del Rio | Howard Stiefer |
| Ron Fitzsimmons | Bill Twohey |
| Ron Goldsmith | M. A. Walters |
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the utility reporter

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Published monthly at 1918 Grove Street, Oakland, California 94612. Official publication of Local Union 1245, International Brotherhood of Electrical Workers, AFL-CIO, P.O. Box 4790, Walnut Creek, Ca. 94596. Second Class postage paid at Oakland, California.

POSTMASTER: Please send Form 3579, Change of Address, and all correspondence to the Utility Reporter, to P.O. Box 4790, Walnut Creek, Calif. 94596.

Subscription price \$1.20 per year Single copies, 10 cents

Company's Letter outlining items of agreement

February 8, 1977

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, and its attachments, constitute the Company's understanding of the settlement reached February 1, 1977, between the Company's Negotiating Committee and the Union's Negotiating Committee for the 1976/77 General, Benefit, and the Health and Dental Benefit Negotiations. Items of agreement not fully delineated in the attachments to this letter are as follows:

1. General Wage Increase

Company will grant a general wage increase of 7.25 percent, effective upon the date of ratification and retroactive to January 1, 1977, for those employees who are still on the payroll on the date of ratification and who remain on the payroll for at least 10 days thereafter, or who retired under the provisions of Company's Retirement Plan, or who died during the retroactive period. The 7.25 percent increase will be applied to wage rates after the application of the adjustments agreed to with respect to the rationalization of wage schedules referred to in 2 below and the application of the classification wage adjustments contained in certain of the attachments. The new weekly rates will be computed by adding 7.25 percent (6 percent for 1978) to the present weekly rates and rounding the result to the nearest five cents. The 6 percent general wage increase effective January 1, 1978, is provided for in Subsections 500.3(a) and 24.3(a) of the amended Physical and Clerical Agreements.

2. Rationalization of the Wage Structure

During the 1975/76 bargaining, Company and Union agreed that prior to the application of a general wage increase for 1977 an attempt would be made to adopt a more rational wage structure in the physical bargaining unit. Agreement has been reached on this matter and the revised wage structure will be included in the 1977 Exhibit X. Employees at wage steps which are being reduced will suffer no reduction and will have their present weekly wage rate increased by 7.25 percent. These personal rates will be paid until such time as the employee moves to a higher step, but will not be printed in the wage schedule.

Provides for a reduction in the number of weekly wage rates listed in Exhibit X by establishing a minimum differential of \$2.00 between weekly rates of pay. (This except for the differential between Troubleman and First Operator - Group S.) All single rates of pay and top rates of pay in a line of progression, including automatic progression of apprentice to journeyman, remain the same or were slightly increased. Some rates of pay within a wage progression were slightly reduced; however, those employees currently in such rates will be granted the full general wage increase and will not be effected while they remain at such wage rate.

3. Retroactivity

Retroactivity for both wages and shift premiums will be calculated by adding 7.25 percent to the gross earnings of each employee for the appropriate retroactive period.

4. Personal Appearance

The parties have agreed to modify Item 1.c. of the Decision of the Arbitration Board in Arbitration Case No. 34 to read as follows: Goatees are permissible, but shall be neatly trimmed, and shall be confined to the area of the lower chin. A goatee may be joined to a mustache.

5. Clerical Job Grading Committee

- The Joint Committee established by letter of agreement dated March 8, 1974, shall proceed in an expeditious manner to negotiate and attempt to reach an agreement with respect to those proposals exchanged between Company and Union prior to and during these negotiations, and others which may be submitted later, related to the Clerical Job Grade Index System. Additionally, the Committee shall negotiate modifications in the Clerical Job Grade Index System for application to the operating clerks and modifications necessary for application to the Vice President and Comptroller's organization.
- The Joint Committee shall, within 90 days of contract ratification issue a written report which details the progress and activities of this Committee. Subsequent reports shall be issued at 90-day intervals thereafter. Such reports shall be submitted to the Union's Business Manager and the Company's Manager of Industrial Relations.
- It is the intent of the foregoing that the Joint Committee has the authority and responsibility to negotiate necessary revisions to the Clerical Job Grade Index System and to submit such mutually agreed upon revisions to the Union's Business Manager and Company's Manager of Industrial Relations for implementation.

6. Clerical Wage and Classification Restructuring Committee

A Company/Union Committee shall be designated to study the matter of clerical wage and classification restructuring in light of future needs of the Company and the clerical employees. This committee shall report to the Union's Business Manager and the Company's Manager of Industrial Relations no later than July 1, 1979. (It is assumed by the Company that any agreement which this committee might reach will be subject to ratification by the employees in the clerical bargaining unit.)

The report and recommendations of this Joint Committee will be subject to negotiations during normal bargaining and the results thereof will be subject to ratification by the Clerical membership.

7. Computer Operations Department

A Company/Union Committee will be appointed to restructure the wages and classifications and to establish training programs, where appropriate, for the Production Section and Data Recording Section of the Computer Operations Department.

During the course of negotiations the Company submitted a proposal to the Union with respect to the Production Section which includes restructuring and the inclusion of Console Operators in the Clerical bargaining unit. Negotiations with respect thereto will begin following ratification.

A proposal with respect to the Data Recording Section is to be submitted to Union by Company in approximately 3 months.

8. Water Department

By March 1, 1977, Company will submit proposals to the Union with respect to job definitions, lines of progression, training programs, and wage rates applicable to employees in the Water Department. Interim negotiations on this subject will continue until a settlement is reached.

9. Pipe Line Operations Department

During the term of this Agreement, Company and Union will negotiate on the job definitions, lines of progression, and wage rates of employees assigned to operate the compressor plants at Kettleman, Hinkley, and Topock. As part of these negotiations, a training program will be proposed by the Company, as well as changes in lines of progression for other classifications in the Department.

10. Computerization of the Bidding Procedure

The Company and the Union have agreed that a joint committee will be established to discuss and settle any problems which may arise as a result of changing to a computerized job bidding system. These problems include, but are not limited to, the problem of overlap (holding a specific classification while current prebids are on file based on another classification), the question of whether or not bids should be submitted through United States mail and problems which relate to the previously agreed-to one-year period for the expiration of prebids on file.

11. Line of Progression Committee

A Company/Union Committee shall be established immediately upon ratification and shall, within four months of such contract ratification, reach agreement on the application of the term "Normal Line of Progression" as utilized in Title 206 of the Physical Agreement and Title 19 of the Clerical Agreement.

12. Section 202.4

With respect to the capability of changing hours under new Subsection 202.4(b), the Company agrees that a substantial majority of the gas and electric transmission and distribution employees at any headquarters will continue to be scheduled from 8:00 to 4:30 or 5:00 in accordance with the provisions of Subsection (a) of this Section. The Company also agrees that where an employee who is scheduled to work other than 8:00 to 4:30 or 5:00 is absent, he will be replaced provided the normal crew complement is not greater than three employees.

13. Clarification of Section 208.23

By letter agreement to be effective upon the date of ratification, the clarification to Section 208.23 will be revised as it applies to shift employees to reflect the following change:

- One day off during the first 8 consecutive days worked shall constitute a break in the 21-day accumulation.
- One day off after 9 to 19 days of consecutive work shall not constitute a break in the 21-day accumulation; however, such a day off shall not be counted as a day of work. The count towards 21 consecutive days shall continue upon the employee's return to work. For example, if an employee who has worked 10 consecutive days takes a single day off, the day such employee returns to work shall be the 11th day towards the accumulation of 21 consecutive days.

14. Title 301. Expenses

In addition to the revisions negotiated to the Expense Title of the General Construction portion of the Agreement, the Committees agreed that those employees who on the date of ratification were receiving expenses because their headquarters is outside of their Residence Area, but is 50 miles or less radially and less than 75 road-miles from the point which is the center of their Residence Area, shall continue to receive \$6.00 per day on completion of a 52-consecutive week period of such assignments until such time as they are transferred and either go off expenses or qualify for a new period of expenses. It is the intention of this paragraph that the continuation of expenses at the rate of \$6.00 per day applies not only to those employees who are presently within the 52-week period, but also to those who are presently receiving \$6.00 per day as a result of the 52-week period expiring. Other negotiated changes in per diem will also be effective on the date of ratification.

15. General Construction Truck Driver Classifications

In revising the classification and pay structure for truck drivers in General Construction, it was agreed that those employees who on December 31, 1976, were operating dump trucks which have formerly been classified as heavy trucks, but will not be so classified after that date, will be paid a personal rate equivalent to

Company's Letter outlining items of agreement

their present rate plus general wage increases for all time assigned as drivers of two-axle dump trucks. The foregoing also applies to employees who were demoted from dump truck driver assignments for lack of work during 1976.

16. Corrosion Mechanics

Two separate letter agreements were discussed and agreed upon at the bargaining table. The first letter agreement contains a revised job definition, wage rates, and lines of progression for Corrosion Mechanics. This letter agreement is one of the attachments to this letter. The other letter agreement spelled out the training program and requirements for entry into the classification and will be submitted separately.

The first letter of Agreement establishes the Corrosion Mechanic in the Department of Pipeline Operators with the same job definition and wage rate as in the Divisions. The Second Letter of Agreement establishes that candidates for Corrosion Mechanic should prepare themselves prior to the commencement of training by refreshing their knowledge of basic mathematics.

17. Traveling Maintenance Crews - Steam Generation Department

It was agreed that the problem of developing ways and means of more evenly dividing the traveling assignments would be referred to a joint committee established to study and act on this matter.

18. General Construction Apprenticeships

The Company and Union Negotiating Committees have agreed that immediately upon ratification of this Agreement for a new term, a committee shall be appointed for the purpose of establishing apprenticeship programs applicable to General Construction. The committee shall, no later than six months from the date of such ratification, establish a practicable program for at least one apprenticeship in each of the following General Construction Departments: Line, Gas, and Station. Remaining apprenticeships will be agreed to at approximately one-month intervals thereafter until all other applicable apprentice programs in each General Construction department are in operation. The committee shall meet at least monthly in order to complete this assignment with dispatch.

BENEFIT AGREEMENT

The Committees reached agreement in principle and, in most cases, on the language to be inserted in this Agreement. However, the final language of the Benefit Agreement is subject to further discussion within the principles of the bargaining table settlement. Listed below are the major changes in the Agreement which were agreed to at the table:

GENERAL

19. All plans will be modified to the extent necessary to conform with the requirements of the Employee Retirement Income Security Act, as last amended.

PART II - GROUP LIFE INSURANCE AND LONG TERM DISABILITY PLAN

20. The former Parts II and IV of the Agreement have been combined into one plan.

The Group Life Insurance Plan and the Long Term Disability have been combined into one plan. Currently they are separate except that in order to be covered under the Long Term Disability Plan, an employee must be a member of Group Life Insurance Plan and the Retirement Plan. The proposed change provides that when an employee joins the Group Life Insurance Plan, he or she is covered under Long Term Disability.

21. Group Life Insurance Premiums

Effective January 1, 1977, Group Life Insurance premiums are reduced from five cents per month per \$100 of insurance to four cents per month per \$100 of insurance.

In other words a participant's premium is reduced from fifty cents per thousand per month to forty cents per thousand per month.

22. Amount of Coverage

The Group Life Insurance has been modified to provide that regular employees entering the Plan may elect full coverage (i.e., approximately two times the employee's annual base rate) or one-third or two-thirds of that amount. The employee may raise, but not lower, his coverage on the basis of subsequent annual elections. If he does not make such an election within five years, any future increase will be subject to passing an insurance company physical examination. For present participants covered by Group Life Insurance, June of 1977 will be an open period during which an employee who is presently a participant in Group Life Insurance may elect the one-third or two-thirds' option by freezing his present coverage until such time as the coverage is the fraction of full coverage which has been elected. It was the intent of the Negotiating Committees that present regular employees who were not covered by Group Life Insurance may join during June of 1977 as though they were first eligible at that time.

23. Eligibility for Long Term Disability

The service requirement for eligibility for coverage under Long Term Disability is reduced effective January 1, 1977, from one year to six months.

24. Qualification for Benefit Payments - LTD

Subsection 2.14(a)(2) was modified by the addition of the following: In order to achieve such placement, the Company may require the participant to accept a job at a headquarters that is within 30 road-miles or 45 minutes' automotive travel time from the participant's residence, and such participant is physically able to commute such distance. In addition to the foregoing, the participant at his option may accept such placement anywhere within the Company's system provided that Company pays moving expenses as provided in Section 206.8 of the Physical Agreement or Section 19.10 of the Clerical Agreement.

Previously Company would not require that an employee accept a job at a distant location from his or her home. This change provides that the distance be limited to 30 road-miles or 45 minutes' automotive travel.

25. Amount of Benefit Payment - LTD

It was agreed that life pensions awarded under the Workers' Compensation Act for injuries occurring on and after the date of ratification will be an offset to LTD benefits. This change will be included in amended language of Subsection 2.16(c).

This change provides that Worker's Compensation Life Pension awarded as a result of injuries occurring after ratification will become an offset of the 50% of the basic monthly rate of the employee's regular classification.

26. Duration of Long Term Disability Benefits

In addition to amending parts of Section 2.19 to reflect the reduced service requirement provided for in Paragraph 23 above, Subsection (h) of this Section will be amended to read as follows: "The date on which it is determined that the disabled employee is employed by anyone (including himself) other than Employer and such employment provides remuneration of substantial amount in relation to Long Term Disability benefits. The determination of remuneration of substantial amount for a self-employed participant will be made by measuring a participant's income over a period of 12 consecutive months."

It was further agreed that in applying this Subsection the administrator will use the following interpretation: "The term 'remuneration of substantial amount' means more than 50 percent of the basic monthly rate of the participant's regular classification in effect on the last day the participant worked prior to becoming disabled, plus any adjustments made to the participant's benefit while on LTD. The term 'participant's income' includes gross wages and commissions and net profit before taxes from self-employment."

Subsection (g) was amended by adding the following: "Such determination by Company that an employee has the capability to perform such duties may be made at any time following the initial determination of disability."

This change under LTD clarifies the phrase "remuneration of substantial amount" and how it is measured. Also the addition to Subsection (g) clarifies when the determination can be made.

27. LTD Adjustments

Retroactive to January 1, 1977, Company will increase the monthly amount it is paying to employees on Long Term Disability by the amounts listed below. These amounts will vary depending on the year that the employee began receiving Long Term Disability benefits. The amounts are as follows: 1975 - 5%, 1974 - 11.3%, 1973 - 18.2%, 1972 - 25.3%, 1971 - 29.7%, 1970 - 34.2%, and 1969 - 41.7%

PART III - RETIREMENT PLAN

28. ERISA Changes

In revising the Retirement Plan to comply with the Act, the Committees modified rules for determining Service to reflect their decision that the simplest and most easily understood option available would be elected. In short, the elapsed time from date of hire to date of termination (usually retirement) would be used to measure Service beginning January 1, 1976. For service before that time, the Credited Service concept was continued from the previous plan. Other changes are listed below.

This provision deletes the requirement that an employee has to be a regular employee in order to be a participant.

29. Basic Pension Benefit Formula

Section 3.06 was amended to provide that a participant's Basic Pension will be the largest of the amounts produced under any one of the following four formulas:

- (Applicable only to employees hired on or before December 31, 1976) - 40 percent of the participant's highest average covered compensation during any period of 60 consecutive months if the participant has 30 years of Service. The 40 percent is increased by one-half of one percent for each year in excess of 30 and reduced by one percent for each year less than 30.
- (Applicable only to employees hired on or before December 31, 1976) - 50 percent of the participant's highest average covered compensation during any period of 60 consecutive months minus an amount equal to one-half the primary Social Security benefit, if the participant has 30 years of Service. The 50 percent shall be increased by one-half of one percent for each year of Service in excess of 30 and reduced by one percent for each year of Service less than 30.
- One and one-half percent per year for each year of Service times the participant's highest average covered compensation during any period of 60 consecutive months up to and including 25 years of Service and one percent per year of Service thereafter.
- One and one-third percent per year for each year of Service times the participant's highest average covered compensation during any period of 60 consecutive months.

Two new pension formulas have been added to the plan and will eventually supersede the two current formulas. Employees hired before 1-1-77 will use one of the current formulas or one of the new formulas, whichever produces the highest pension. Employees hired after December 31, 1976 will use one of the new formulas whichever produces the most.

PENSION FORMULA IMPROVEMENT

The improvements negotiated in the pension formula will provide greater pensions for those employees who have more than 20 years of credited service. Most employees retire with between 25 and 35 years of service. To illustrate the improvements for

Company's Letter outlining items of agreement

these years a comparison of the current 40% at 30 years of credited service to the new formula of 1.5% per year of service up to and including 25 years and 1% per year thereafter is shown below:

Years of Credited Service	Current 40% at 30 Year Formula	New 1.5%-1% Formula
25	35%	37.5
26	36%	38.5
27	37%	39.5
28	38%	40.5
29	39%	41.5
30	40%	42.5
31	40.5%	43.5
32	41%	44.5
33	41.5%	45.5
34	42%	46.5
35	42.5%	47.5

Examples:

Gas Serviceman, age 62, with 25 years of credited service. Highest 60 months average salary computed to December 31, 1976 = \$1163.

Current 40% - 30 year formula -

.35 x 1163 = \$407.05 Pension per month

Proposed 1.5% - 1% formula

.375 x 1163 = \$436.13 Pension per month

Improved Pension dollar amount = \$29.08

Percentage improvement = 7.1%

Division Lineman (Journeyman Rate), age 62, with 33 years of credited service. Highest 60 months average salary computed to December 31, 1976 = \$1251.

Current 40% - 30 year formula

.415 x 1251 = \$519.17 Pension per month

Proposed 1.5% - 1% formula

.455 x 1251 = \$569.21 Pension per month

Improved Pension dollar amount = \$50.04

Percentage improvement = 9.6%

30. Changes Where Employment Ends Before Age 55

During the past three years no employee terminated before age 55 with less than 10 years of Service has elected to leave his contributions in the Plan, therefore, the option available which permitted such ex-employees to leave their contributions in the Plan and have them used for the purchase of a small annuity has been removed.

31. Forms of Pension

ERISA requires that the Normal Form of pension for married employees be a joint and survivor's 50 percent option. To comply with this portion of the Act, the concept of a marital pension has been introduced but other options, including an unreduced pension payable only during the life of the participant, are still included in the Plan. These options, however, require the written agreement of not only the participant but the spouse.

32. The Spouse's Pension

Previously a Spouse's Pension has been paid in cases where a participant dies in service on the basis of 50 percent of the participant's pension, as though the participant had attained 65 on the date of death. This Spouse's Pension applied only where the participant was between the ages of 55 and 65 and had at least 15 years of Service at the time of death. It was agreed to amend Section 3.11 to make this benefit available to the surviving spouse of any employee who dies in service and who at the time of death has attained 70 points. Each year of Service and each year of age will count as one point.

It was also agreed that this benefit would be made available on an optional basis to participants between the ages of 55 and 65 who do not have 70 points. To be available, such option must be elected by the participant and will result in a reduced pension should the participant not die before actual retirement date. Such reduction in pension will be made on an actuarial basis (0.05% per month of coverage).

This change provides a greater opportunity for the spouse of a deceased participant to qualify for a spouse's pension by changing the formula so that when a participant's age plus service equals 70 or more, the spouse is eligible. Example: 45 years of age with 25 years of service — 70 points.) Also a new clause is added which provides that a participant who is at least 55 years of age, but age and service do not equal 70, may purchase spouse's pension coverage.

33. Withdrawal of Participant Contributions on Termination of Employment

The Retirement Plan provision prohibiting withdrawal of participant contributions other than on termination of employment is retained. However, the withdrawal of a participant's contributions upon actual retirement will result in a reduction of pension in accordance with the actuarial value of contributions withdrawn, but in no case by more than one-third. A participant who terminates and withdraws his or her contributions plus interest and is subsequently re-employed and who would otherwise be eligible to pick up his or her back Service under the Service rules, may do so by repaying the contributions plus interest plus five percent per year interest for the time during which the contributions were withdrawn within two years of his or her return to employment.

Currently if a participant withdraws his or her contributions on termination of service their vested pension is reduced by one-third. This change provides that the reduction be made on an actuarial basis but not more than one-third.

34. Minimum Pension Adjustments

The Company stated that it plans to increase the basic minimum pension from \$210 a month to \$250 a month for present pensioners as soon as it can be arranged.

PART IV - SAVINGS FUND PLAN

35. Withdrawal of Stock Purchased with Company Contributions

It was agreed that the Savings Fund Plan would be amended to provide for the withdrawal of stock purchased with Company contributions at the end of the second calendar year following the year in which it was purchased instead of the third year. This change will be implemented by providing for a one-time two-year withdrawal at the end of 1977.

36. TRASOP

It was agreed that Company and Union would meet and amend the Savings Fund Plan to take advantage of the additional one-half percent investment tax credit option prior to the date on which Company submits its final tax return for the tax year 1977 and as soon as possible after the Internal Revenue Service issues its rules on this provision.

37. Claims and Appeals Procedures

The Committees agreed to adopt claims and appeals procedures for each of the Plans in the Benefit Agreement which are as uniform as possible under all the circumstances and all of which provide an ultimate appeal to the Employee Benefit Administrative Committee with a full review by that committee and a written decision on each case. There are some issues which will be settled through the normal grievance procedures, and in cases of grievances of medical opinion as they apply to Long Term Disability, the Committees agreed to a medical arbitration procedure.

PART V - TERM

38. Reopening Provisions

The Committees agreed to reopen the Benefit Agreement for the discussion of the Long Term Disability adjustment described in Paragraph 27 in the Fall of 1979 for application in 1980.

This provides a reopening in 3 years to bargain benefit adjustments for employees on Long Term Disability.

39. Term

It was agreed that the term of the Benefit Agreement will be five years - from January 1, 1977 through December 31, 1981, inclusive. The Agreement may be reopened by either party 120 days prior to December 31, 1981.

Provides a 5 year term on the Benefit Agreement which includes Group Life Insurance, Long Term Disability, Retirement Plan and Savings Fund Plan.

HEALTH AND DENTAL AGREEMENT

DENTAL PLAN

40. Dental Plan Improvements

The Committees agreed that the Dental Plan would be modified to provide that the basic benefit under the Plan will be increased from 60 percent of covered benefits up to a maximum of \$1,000 per year per person to 70 percent of such covered benefits effective on the first of the month following ratification, and to 80 percent of such covered benefits on January 1, 1979.

This provides that effective on the first of the month following ratification the Dental Plan will be increased to 70% - 30% co-payment and on January 1, 1979, will be increased to 80%-20% co-payment.

HEALTH PLANS

41. Eligibility for Membership

It was agreed that every employee of an Employer is eligible for and may become a participating member of a health plan provided for in this Agreement provided such employee meets the eligibility requirements of the Plan to which he or she is applying for membership. It is further agreed that no eligible employee may elect to be both a participant and a dependent and, further, that no person may be a dependent of more than one participant.

This means that where a husband and wife are both employed by the Company and each is covered by a medical plan, they cannot claim each other as dependents on their medical plan. Dependent children may not be claimed on more than one plan.

42. Reopening Provision

The Committees agreed that upon 150 days' notice prior to December 31, 1978, the subject of medical plans would be open for bargaining.

This provides a reopening period in 2 years for bargaining on the medical plan.

43. Claims and Appeals Procedures

The claims and appeals procedures for the Plans covered by this contract generally provide for the use of the Labor Agreement grievance procedure where appropriate, the use of the procedure culminating in a decision by the Employee Benefit Administrative Committee where appropriate, and the use of the claims and appeals procedure established by the insurance carrier when the subject of the appeal has to do with the denial of a benefit under the Plan.

44. Term

The term of this Agreement is four years - from January 1, 1977 through December 31, 1980, inclusive.

45. Open Period

An open period to replace the open period normally scheduled for the Fall of 1976 for the health plans will be scheduled as soon as it can be arranged.

If any of the foregoing or the attachments are not in accord with your understanding of the settlement reached, please let me know immediately.

Yours very truly,

I. WAYLAND BONBRIGHT
Manager of Industrial Relations

Existing Language

The existing language in the two agreements will appear in the same typeface as shown in this box.

Proposed Language

All new language changes in the two agreements will appear in italics such as the typeface shown in this box.

What It Means

Where a word of explanation seems in order, it appears in this color format.

PHYSICAL AGREEMENT AMENDMENTS

TITLE 1. PREAMBLE

Amend TITLE 1 - PREAMBLE of the Physical and Clerical Agreements, 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, *handicap*, sex, color, age or national origin.

1.2 Adds "Handicap"

TITLE 4. UNION SECURITY

Amend TITLE 4 - UNION SECURITY of the Physical and Clerical Agreements, Subsections 4.1(a) (b) and (c), and Section 4.2, to read as follows:

4.1(a) Upon attaining regular status, every employee covered by this Agreement shall, as a condition of employment: (1) become a member of the Union; or (2) in the alternative, an employee must tender a registration fee to the Union in such an amount as the Union may prescribe (but in no event to exceed the initiation fee required of Union members), and shall tender, monthly, an agency fee as established by the Union in an amount not to exceed the amount of the monthly dues and per capita fees required of BA members in his base wage rate; except that

(b) Any employee of Company in a classification represented by Union and who, on December 1, 1970, was an employee and was not a member of the Union, and who remains an employee continuously after December 1, 1970, is exempt from the provisions of Subsection 4.1(a) unless he or she becomes a member of Union.

(c) *Any non-bargaining unit employee who is placed in a classification represented by Union shall, as a condition of employment, within 30 days comply with the provisions of Subsection (a) above.*

4.2 Any employee who is or who becomes a member of Union shall, as a condition of employment, tender to the Union periodic dues uniformly required by Union as a condition of acquiring or retaining membership.

4.1 (a) Makes technical change by deleting reference to "Local Union's Constitution and Bylaws" in order to conform to legal requirements.

4.1 (c) Clarifies original intent that a non-bargaining unit employee who is placed in a classification represented by the Union must join the Union or pay Agency Fee.

4.2 Makes technical change to conform to legal requirements by deleting reference to "Union's Constitution and Bylaws".

TITLES 8. and 21.

LABOR-MANAGEMENT COOPERATION

Amend TITLE 8 - LABOR-MANAGEMENT COOPERATION, Section 8.1, to read as follows: (TITLE 21 Clerical)

8.1 (21.1) Labor-Management Meetings

Quarterly system joint labor-management meetings shall be regularly scheduled for the purposes of improving communications and promoting harmony and cooperation between Company and Union through discussions of matters of policy and operation which are of general system concern. The meetings will be scheduled for the *fourth Tuesday of January, April, July and October*, except that such meetings may be cancelled by mutual agreement or by failure to submit agenda items.

(8.1) (21.1) Changes meeting dates.

TITLE 101. LEAVE OF ABSENCE

Amend the following Sections of TITLE 101 - LEAVE OF ABSENCE to read as follows: (TITLE 6 Clerical)

101.9 (6.9) Funeral Leave

(a) If at all possible, a regular employee will be granted the actual time off with pay necessary to attend the funeral of a member of the immediate family, including the time the body may lie in state and the day of the funeral, but not to exceed three workdays. The immediate family shall be limited to: *an employee's grandparent*, mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, stepchild, brothers, sisters, half-brothers and half-sisters, foster parents, or a more distant relative who was a member of the employee's immediate household at the time of death.

101.10 (6.10) Jury Duty

(a) Regular employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be rescheduled to a first shift during such a period of time at the straight rate of pay, *and such employees assigned to a second shift who are actually impaneled on a jury shall be rescheduled to a first shift during such a period of time at the straight rate of pay.* (1) Such employees will be paid at their basic rate of pay less the established amount they are entitled to receive while serving on a jury, except that expenses and travel allowances which are not taxable and payment for jury duty on non-workdays will not be included in computing the remuneration received from the court. (2) In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered as time worked and, if dismissed by the court on any workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work.

101.11 (6.11) Witnesses

Regular employees will be given the necessary time off to appear as a witness in *administrative*, civil or criminal cases under the following conditions:

(a) *Employees who are required to appear as witnesses on behalf of Company will be treated with respect to the provisions of this Agreement as though they were employed in their customary work.*

(b) *Employees who are subpoenaed to appear in litigation in which Company has no interest and is not a party, but nonetheless involves an employee's presence as to matters arising out of and in the course of their employment with Company will be paid at their regular straight time rate of pay for the time required to appear or testify (but not more than eight hours in any one normal workday), less any remuneration they are entitled to by law except that travel and other expenses for which they are reimbursed which are not subject to income tax will not be included when computing such remuneration.*

(c) *Following dismissal of the employee-witness by the court or administrative agency on any workday before the end of his regular work hours, the employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work.*

(d) *In all other instances, an employee who has been subpoenaed as a witness in any matter not provided for above will be excused from work, without pay, for the time necessary for such administrative or court appearance.*

(101.9) (6.9) Adds "Employee's Grandparents"

(101.10) (6.10) Provides that employees assigned to a second shift who are actually impaneled on a jury shall be re-scheduled to a first shift.

(101.11) (6.11) Administrative proceedings were added to the coverage of this Section.

Revised to provide that employees who are required to appear on behalf of Company shall be entitled to time off with pay and all other rights of the Agreement.

Employees subpoenaed to appear as witnesses against Company will be granted time off without pay.

In other instances arising from and in the course of employment in which Company is not a party, employees will be given time off with pay.

February 4, 1977

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:

Reference is made to our prior letter agreements dated October 17, 1962, as amended July 1, 1966, and January 1, 1971. The subject of those letters concerned employees of Company who were absent at Union's request because of their activities as its officers or members of its Executive Committee, Advisory Committee, Safety Committee, Labor Management Committee, or the Review Committee, or are engaged in group meetings relative to negotiations or special committees established thereto. This letter agreement will supersede that previous understanding.

Employees who are absent from work at Union's request for short or intermittent periods of time for the purposes stated above, shall be paid by Company at their present classification wage rates. Such payments shall be advanced as "Union wages." Further, during such time, such employees will be considered as employees of Union for all employment purposes set forth in the Workers' Compensation and Insurance Chapter of the California Labor Code.

In return, Union shall reimburse Company for any such wages advanced to an employee pursuant to the provisions herein and the added cost to Company of replacing such employee, if any.

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
, 1977

By
Business Manager

February 4, 1977

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 purpose of this letter agreement will be to establish a supplemental grievance procedure applicable only to the Department of General Construction. During the course of the general negotiations this year, Union and Company have thoroughly discussed the geographic and other problems attendant to investigating and resolving

PHYSICAL AGREEMENT AMENDMENTS

grievances in the General Construction Department, and the inapplicability of the supplemental grievance procedure established for Division employees in 1974. It is proposed, therefore, to establish the following procedure:

I. Local Investigating Committee

The Local Investigating Committee (LIC) will be composed of the Department's Personnel Manager and the Union's assigned Business Representative or their designate. However, when investigations and/or interviews must be conducted in the field by the LIC, the shop steward at the headquarters and the supervisor involved in the grievance will be allowed to participate in such investigations/interviews; however, they will not be permitted to vote on the disposition of the grievance. The LIC shall meet as soon as reasonably possible following the filing of a written grievance and shall make a full and complete investigation of all of the factors pertinent to the grievance. A copy of the grievance form will be forwarded to the Overview Committee. The LIC may interview persons directly involved in the grievance and shall reach a disposition of the dispute or prepare and forward a report of their findings to the Overview Committee, within the times provided below. The grievance must either be settled or the report must be received by the Overview Committee within 60 calendar days following the filing of a grievance which does not concern an employee's qualification for promotion, transfer or his demotion, suspension, discipline or discharge. Grievances involving the above enumerated matters shall either be settled or the report received by the Overview Committee within 30 calendar days following the filing of the grievance.

The LIC report shall contain: (1) a statement of the dispute; (2) a mutually agreed to summary narration of all of the events and factors involved in the dispute; (3) the Committee's mutually agreed to findings with respect thereto; and (4) a brief statement of each member concerning facts, factors or findings on which they are not in agreement. The report shall be signed by each LIC member.

II. Overview Committee

The Department's Joint Grievance Committee, as established in Title 102 of the Agreement, shall serve in the further capacity of an Overview Committee. The Overview Committee shall meet monthly, generally before the Joint Grievance Committee meeting, if one is scheduled, and shall prepare a monthly agenda of all grievances referred to the LIC during the preceding month and those received earlier which are still unresolved. The agenda will set forth the status of each grievance. A copy of the agenda will be forwarded, within 10 calendar days following the meeting, to the Chairman and the Secretary of the Review Committee and, in addition to the foregoing, will indicate the disposition noted in the next following paragraph.

At each monthly meeting, the Overview Committee shall endeavor to resolve all grievances referred to it by the LIC. In the event any grievance which does not involve an employee discharge or suspension is not resolved, the Overview Committee shall: (i) refer the grievance to the Joint Grievance Committee for further disposition; or (ii) refer a grievance to a Fact Finding Committee comprised of the members of the LIC, and additionally, one other representative appointed by Union and one other representative appointed by Company. Any grievance which does involve an employee's discharge or suspension and is not resolved by the Overview Committee shall be referred to a Fact Finding Committee. A grievance which has been referred to the Fact Finding Committee will be disposed of by a majority of the members within 30 calendar days thereafter in one of the following ways: (i) by settlement; (ii) if the grievance does not concern the employee's discharge or suspension, by referral to the Joint Grievance Committee; or (iii) by referral to the Review Committee. The Chairman and the Secretary of the Review Committee shall be ex officio members of the Fact Finding Committee and may intercede as additional members of the Committee with the right to participate in the disposition of the grievance.

In any instance where the Fact Finding Committee cannot resolve the grievance within the time prescribed, the Fact Finding Committee shall prepare a supplemental report in the form provided above for the LIC. The report and the Committee's individual members' recommendation of settlement must be received by the designated Committee within 45 calendar days of the date the grievance was assigned to the Fact Finding Committee.

III. Joint Grievance Committee

The functions of the Joint Grievance Committee are set forth in Title 102 of the Agreement. In addition to these general functions and the provisions of paragraph II of this letter, the Committee will maintain a monthly agenda of all grievances received, and not previously disposed of, by the Committee, noting the nature of the grievance, its disposition or status. A copy of the agenda shall be forwarded to the Review Committee within 10 calendar days following the meeting.

A. Time Limits

Grievances referred to the Joint Grievance Committee shall be disposed of in one of the following ways, within 150 calendar days following the date the written grievance was filed with the LIC:

- (i) by settlement; or
- (ii) by referral to the Review Committee; or
- (iii) by prior agreement of the Chairman and Secretary of the Review Committee, referred to arbitration.

Referrals provided for in (ii) and (iii) shall be accompanied by a report in the form provided for in paragraphs I and II above and signed by at least one Union member and one Company member of the Joint Grievance Committee.

IV. Lack of Timely Disposition

It is the intent of the parties that the time limits set forth above for the disposition of grievances shall be strictly construed. Therefore, any grievance not disposed of in the times provided will be deemed to be filed with the Review Committee and subject, thereafter, to final and binding resolution or submission to arbitration by that Committee only.

V. Final Disposition

The disposition of a grievance in a manner provided above shall be final and binding on the employee, Company and Union.

In agreeing to the above supplementary grievance procedure, Company and Union understand that it in no way supplants the provisions of Title 102 of the basic Labor Agreement. For this reason, either Company or Union may terminate this supplementary grievance procedure at the expiration of 30 calendar days following receipt by either party of such notice of intent. Should either exercise the right to terminate, all

grievances pending at the expiration of such time period will be adjusted on the basis of the provisions of Title 102 of the basic Labor Agreement.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,
PACIFIC GAS AND ELECTRIC COMPANY

By
Manager of Industrial Relations 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

, 1977

By
Business Manager

Establishes supplemental grievance procedure for General Construction which provides: Shop Steward participation in Local Investigating Committee.

Formation of a Fact Finding Committee. Definite time limits on all grievances. Formation of an Overview Committee to keep track of all grievances and to settle or direct them to the proper place in the procedure.

TITLE 103. HOLIDAYS

Amend the following Sections of TITLE 103 - HOLIDAYS (and the appropriate Sections of the Clerical Agreement, TITLE 14) as follows:

103.1 (14.1) Only regular employees who are not on a "leave of absence" and who:

- (a) Are paid for the workdays immediately before and after the holiday, or
- (b) Are off work with permission, but without pay, for reasons of illness or disability, on the workdays immediately before and after the holiday, or
- (c) Are paid for the workday either before or after the holiday but are off work with permission without pay on the other day,

shall, except as provided in Section 103.6, be entitled to have the following holidays off with pay when they fall on a workday in his basic workweek:

New Year's Day	(January 1)
Washington's Birthday	(3rd Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Veterans' Day	(day established by Congress)
Thanksgiving Day	(4th Thursday in November)
Friday after Thanksgiving	(see 103.4 below)
Christmas Day	(December 25)
Employee's Birthday	(see Section 103.2)

Floating Holiday in the First

Half of the Year (see Section 103.3)

103.3(a) Except as provided in Subsection (b) below, an employee may select any day prior to July 6 as a floating holiday. A supervisor may, however, limit the number of employees in a classification at a headquarters who may be off on a floating holiday on a given day. If more employees elect a specific day as a floating holiday than can be permitted to be off on that day, the preference will be given to employees with the greater Service.

(b) The floating holiday in the first half of the year for General Construction employees shall be determined by Department by Agreement between the Vice President-General Construction and the Union's Business Manager prior to December 1 of the previous year. In those cases where it is possible to close the job down, such holiday shall be either a Monday, a Friday, or another day in conjunction with a long weekend, which includes a holiday. At General Construction Service and Processing Centers, and on other General Construction jobs where it is not possible to close the job down, Subsection (a) above shall apply.

103.6(c) (14.6(b)) The provisions of Subsection (a) hereof shall not apply to a regular employee's Birthday Holiday when Company determines in advance of the employee's Birthday Holiday that the employee may take the Holiday without requiring another employee to work more than three consecutive weeks without having two consecutive days off.

(103.1) (14.1) Adds 11th Holiday - Floating Holiday in the first half of year.

103.3 (a) Sets forth procedure for scheduling the floating holiday for Division physical employees. (Both parties agree that for the purposes of this Section zero is not a number.) The parties further agreed that the July 6th date would be waived for the year 1977.

(b) Sets forth procedure for scheduling the Floating Holiday for G.C. employees.

103.6 (c) Assures shift, service, and resident employees (and others covered in 103.6 (a)) that they may take their birthday holiday off rather than have Company buy it.

TITLE 104. MEALS

Amend TITLE 104 - MEALS of the Physical Agreement, Sections 104.2, 104.4, 104.9 and 104.12(c), to read as follows:

104.2 If Company requires an employee to perform emergency work on the employee's non-workday or wholly outside of the employee's regular work hours on workdays, it shall, if possible, provide the employee with a meal at intervals of approximately 4 hours for as long as such work continues, but such employee shall not be required to work more than 5 consecutive hours without a meal if one can be provided. This Section shall be construed not to apply to cases wherein work extends beyond regular quitting time on a workday.

104.4 If Company requires an employee to perform work for more than one hour beyond regular work hours, it shall provide him with a meal approximately one hour after regular quitting time and with meals at intervals thereafter of approximately 4 hours but not more than 5 hours for as long as he continues such work.

PHYSICAL AGREEMENT AMENDMENTS

104.9 Company shall reimburse an employee for the cost of a meal under the provisions of this Title only when such meals are purchased by the employee.

104.12(c) Such employee may provide the meal(s) on the job, and the Company shall pay the employee an allowance of \$2.50 for each meal.

104.15 This Title shall apply to resident employees. Where Company determines that it is not practicable to provide meals on the job for resident employees, as herein provided, they shall provide their own meals and Company shall reimburse them for the cost thereof not to exceed \$2.50 for each meal.

104.2 Eliminates male pronouns.

104.4 Provides for a meal one hour beyond regular work hours rather than one and one half hours.

104.9 Eliminates male pronouns.

104.12 (c) Increases allowance from \$2.00 to \$2.50 for meals provided by employees on the job.

104.15 Increases allowance from \$2.00 to \$2.50.

TITLE 105. SAFETY

Amend TITLE 105 - SAFETY, Subsection 105.3(d), to read as follows:

105.3 HEALTH AND SAFETY COMMITTEE

(d) **Meetings**—The Committee provided for herein shall meet quarterly on the fourth Tuesday in the months of February, May, August, and November unless it is mutually agreed in writing to schedule any such meeting on a different date or to cancel it.

105.3 (d) Changes meeting dates.

TITLES 106. and 17. STATUS

Amend TITLE 106 (17) - STATUS as follows:

106.5(b) General Construction

(1) General Construction employees shall be designated as casual or regular. A regular employee who has completed less than one year of Service extended by layoffs or absences of 30 consecutive days or more, may be terminated for inadequate work performance without recourse to the grievance procedure.

106.7(c) (17.7(c)) An intermittent employee who attains regular status or a regular employee who accepts intermittent status shall be eligible to receive the following benefits:

- (1) Group Life Insurance coverage as provided in the Benefit Agreement.
- (2) No change.
- (3) Retirement Plan as described in the Benefit Agreement.
- (4) through (9) No change.

106.5 (b) Provides that Company may terminate a G.C. employee with less than one year of service for inadequate work performance without employee recourse to the grievance procedure. Was six months. Ties to changes in Title 305 and 306.

106.7 (c) - 17.7 (c) Allows purchase of Group Life Insurance in an amount provided for in the Benefit Agreement. Previously was set at \$10,000.

TITLE 107. MISCELLANEOUS

Amend TITLE 107 - MISCELLANEOUS of the Physical Agreement, Section 107.3, to read as follows:

107.3(a) Company will continue its practice of supplying tools and equipment to employees where it presently does so.

(b) Company shall provide the employee a list of personal tools the employee must provide. (Such lists may be changed only by agreement between Company and Union.) When the employee cannot practicably transport such tools to and from his job headquarters daily, Company shall provide space for the safe storage of such tools. In the event that any of the listed personal tools which have been stored on Company's premises or in a Company vehicle are destroyed or damaged by fire, storm or flood, or stolen in substantial numbers, Company shall reimburse the employee for any such loss which is in excess of any reimbursement for the tools such employee may receive from an insurance carrier.

107.3 Recognizes personal tool lists (those submitted to Union by Company on 12-30-70 and 3-25-71) and makes them subject to negotiations. Requires Company to provide space for safe storage of tools. Company will reimburse employees for only those tools on the tool list that are destroyed or damaged by fire, storm or flood, but will also cover those tools on the tool lists that are stolen in substantial numbers. ("In substantial numbers" could mean, one tool each from two or more employees, or several tools from a single employee, or one very expensive tool, but in any event where there is evidence of breaking and entering.) In order to protect themselves, employees should not have any tools on the job which are not on the personal tool list for their classification.

TITLES 110. and 11. SHIFT PREMIUM

Amend Section 110.2 (11.2) to read as follows:

110.2(a) (11.2(a)) No shift premium shall be paid for the first shift. An hourly premium of 3% of the weighted average straight-time rate of all employees represented by Union (rounded to the nearest full cent per hour) shall be paid for work performed in the second shift, and an hourly premium of 4% of the weighted average straight-time rate of all employees represented by Union (rounded to the nearest full cent 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 such employee immediately preceding or following such employee's regular hours of work and as an extension thereof. If an employee is scheduled to work during a shift other than such employee's regularly scheduled shift, and such work does not immediately precede or follow such employee's regularly scheduled shift, the employee shall be paid the shift premium, if any, which is applicable to the shift in progress as of the time the employee starts such work.

(b) The weighted average straight-time rate referred to in Subsection (a) hereof shall be calculated annually by adding any general wage increase effective on January 1 to the computed weighted average straight-time rate as of the December 31 immediately prior. The effective date of any change in shift premium shall be January 1.

Amend Section 110.3 (11.3) to read as follows:

110.3 (11.3) When a shift premium is applicable to time worked at the overtime rate of pay, the applicable multiplier shall be used in determining the applicable shift premium.

110.2 (a) (11.2 (a)) Changes shift premium from 20c and 25c per hour to 3% and 4% of the weighted average straight-time rate for all employees (includes both physical and clerical) represented by Union.

110.2 (b) (11.2 (b)) Provides for annual adjustment of shift premium based on amount of general wage increase.

The weighted average as of 12/31/76 was \$7.49 per hour. With 7-1/4% general wage increase, would become \$8.03 per hour effective 1/1/77. This would result in shift premiums of 24c per hour for second shift and 32c per hour for third shift.

110.3 (11.3) Amended to cover fact some overtime is paid at 2 times the straight time rate of pay.

TITLE 111. and 8. VACATIONS

Amend Title 111 (8) - VACATIONS, Section 111.2 (8.2), to read as follows:

111.2 (8.2) VACATION ALLOWANCE

(c) In the 8th calendar year and in each year thereafter up to and including the 15th calendar year following his employment date, a regular employee shall be entitled to a vacation of 15 workdays with pay.

(d) In the 16th calendar year and in each year thereafter up to and including the 25th calendar year (the 23rd calendar year in 1978 and thereafter) following his employment date, a regular employee shall be entitled to a vacation of 20 workdays with pay.

(e) In the 26th calendar year (in the 24th calendar year effective in 1978 and thereafter) following his employment date and in each year thereafter, a regular employee shall be entitled to a vacation of 25 workdays with pay.

Amend Section 111.3 (8.3) to read as follows:

111.3 (8.3) SERVICE ANNIVERSARY VACATION

In the 5th calendar year following his employment date and in each 5th calendar year thereafter, Company shall grant each employee a service anniversary vacation of five workdays. The foregoing shall apply up to and including the 25th calendar year in 1977 and up to and including the 20th calendar year in 1978 and thereafter. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 111.2 (8.2) above to which the employee may be otherwise entitled in that calendar year and he acquires no right as to all or any part of the service anniversary vacation unless he works in the calendar year in which it is granted. The service anniversary vacation, as herein provided, vests on the first day of each calendar year in which an employee qualifies for a service anniversary vacation, and must be taken in that calendar year. (The provisions of this Section shall not apply to part-time or intermittent employees.)

Amend Section 111.12 (8.12) to read as follows:

111.12 (8.12) STARTING DAY

For the purposes set forth in the following Section 111.13 (8.13), vacation shall be scheduled in increments of one week or more to commence on Monday, except for an employee whose basic workweek starts on a day of the week other than Monday, where the vacation shall commence with the starting day of the employee's basic workweek. However, by prior arrangement with the employee's supervisor, an employee shall be allowed vacation in increments of one day or more on any day of the week, except where prohibited by operational needs or where necessary relief cannot be provided, or where the payment of overtime to another employee would be required.

111.2 (8.2) Subsection (d) amended to provide for a vacation of 20 work days with pay in the 16th calendar year instead of the 18th calendar year effective 1/1/77. Subsection (e) amended to provide a vacation of 25 work days with pay in the 24th calendar year instead of the 26th calendar year starting in 1978.

111.3 (8.3) Effective 1/1/78 deletes the service anniversary vacation for the 25th calendar year.

111.12 (8.12) Provides that an employee may use vacation entitlement in increments of less than one week (one day or more on any day of the week) by making prior arrangements with the employee's supervisor.

TITLE 300. APPLICATION

Amend TITLE 300 - APPLICATION, Section 300.1, to read as follows:

300.1 The provisions of Part III of this Agreement shall apply only to field employees of General Construction, and those employees regularly assigned to a General Construction Service Center. Whenever the words "employee" and "employees" are used in this Part they shall, unless otherwise noted, be construed to refer only to such employees for whom Union is the exclusive bargaining representative.

300.1 Eliminates reference to Davis because of the additional Service Center in Oakland.

TITLE 301. EXPENSES FIELD EMPLOYEES

301.1 - 301.2 No change from present Agreement.

301.3(a)(1) Change last word from "form" to "return."

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

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Title 303; (2) each day he reports for prearranged work on a non-workday; (3) holidays which fall on a workday in his basic workweek provided that he works on the adjacent workday or such day is also observed as a "holiday" pursuant to the provisions of Title 103. Such allowance shall be in the amount of \$15.50 a day if the location to which reports is more than 50 miles radially or 75 road-miles or more from the point which is the center of his Residence Area. This allowance shall continue for a period not to exceed 52 consecutive weeks (364 days) in any one location; thereafter, if he continues to work at this current location, Company shall continue to give him an expense allowance for each day as specified above, except the rate shall be \$9.10 a day. If the location 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 \$9.00 a day for a period not to exceed 52 consecutive weeks. 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 \$7.50 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-workday; (3) holidays which fall on a workday 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.

(c) The continuity of the consecutive workweek periods referred to in Subsections (a) and (b) shall not be broken by the special assignment of an employee under Section 301.9, but such workweek periods shall be extended by a period of time equal to the period of time of such a special assignment.

301.5 - 301.8 No change from present Agreement.

301.9 Change \$12.00 per diem allowance to \$15.50.

301.10 No change from present Agreement.

301.11 Change 14 cents per mile allowance to 15 cents.

301.12 No change from present Agreement.

GENERAL CONSTRUCTION SERVICE CENTERS

301.13 An employee regularly assigned to a General Construction Service Center shall not be subject to transfer to other job locations as are field employees and shall not be entitled to a per diem allowance or other expense allowance while at the Service Center. If, however, Company offers such an employee a transfer to the field which is accepted, the employee may file a Class A Residence Certificate if qualified, or will be considered to have a Class B Residence based on the Service Center.

301.14 When an employee who is regularly assigned to a General Construction Service Center is assigned to temporary work at such distance from the established headquarters at the Service Center that it is impracticable to return thereto or to the employee's regular place of abode, actual personal expenses for board and lodging for the duration of such assignment, shall be allowed provided that the employee boards and lodges at places designated by Company. The time spent by such an employee in traveling to such temporary job at its beginning and from it at its conclusion and any expense incurred therein shall be paid by Company.

If on the employee's non-workdays any such employee remains at such designated places, expenses for board and lodging on such days shall be paid by Company, but if the employee goes elsewhere for personal convenience, Company shall not reimburse the employee for any expense that the employee incurs thereby. If any such employee returns home for non-workdays, including any holiday which immediately precedes or follows the employee's non-workdays, Company at its option shall:

- Allow the equivalent of any savings it realizes in the employee's board and lodging costs, or
- Provide round-trip transportation by Company vehicle between the temporary headquarters and the regular headquarters at the Service Center and pay travel time in each direction, such travel time to be considered as time worked.

301.15 If a field employee is transferred to a General Construction Service Center, the following conditions will apply:

- If the employee requested such transfer and is accepted as regularly assigned to the General Construction Service Center, the employee shall not be entitled to an expense allowance at the Center.
- If transferred to a General Construction Service Center other than at the employee's own request and for temporary assignment at that location, full expense provisions of this Title for field employees shall apply. If after being at the Service Center for a time, such an employee is offered and accepts a regular assignment to a General Construction Service Center classification and rate, the employee then shall become ineligible for further expense allowance at the Service Center.

GENERAL

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 not on expense allowance on the date of such transfer. If such an employee is receiving an expense allowance and is not transferred to a headquarters within the employee's Residence Area, the period of expense the employee qualified for at the previous headquarters shall be continued. Any employee with a Class B Residence working inside such employee's Residence Area who is granted a transfer to a headquarters outside that Residence Area shall acquire a Class B Residence at the location of the new job headquarters and such employee's status as to qualifying for Class A Residence will remain unchanged.

301.4 Makes the following changes in expense allowances:

- Class A Residence

More than 50 miles radially or 75 road miles.

First 52 weeks From \$12.00 to \$15.50 per day

After 52 weeks From \$7.00 to \$9.10 per day

50 miles or less radially or less than 75 road miles

First 52 weeks From \$8.15 to \$9.00 per day

After 52 weeks From \$6.00 per day to none

See Item 13 Title 301. Expenses of cover letter for explanation of continued expenses for present short distance "A's".

(b) Class B. Residence From \$6.65 to \$7.50 per day

301.13 through 301.16 Eliminates male pronouns and deletes reference to Davis thereby making applicable to Service Centers at both Davis and Oakland.

TITLE 202. HOURS

Amend TITLE 202 - HOURS, Section 202.4, to read as follows:

202.4 Redesignate the present language as 202.4(a).

202.4(b) In addition to the hours and conditions outlined in Subsection 202.4(a) above, employees in the Electric Transmission and Distribution Departments and the Gas Transmission and Distribution Departments may be regularly scheduled to work the hours of 7:00 a.m. to 11:30 a.m. and from 12:00 noon to 3:30 p.m. or the hours of 9:30 a.m. to 1:00 p.m. and from 1:30 p.m. to 6:00 p.m. The basic workweek of employees assigned either of the regular schedule of hours listed above shall be from Monday through Friday.

NOTE: It was agreed that, in general, assignment to hours of other than 8:00 a.m. - 5:00 p.m. would be offered to employees in order of Service. If there are insufficient volunteers, assignments will be made on the basis of least Service.

202.4 (b) Together with Item 11, Section 202.4 of the cover letter, provides that Company may, on a limited basis, schedule T & D employees to regularly work the following hours of work in a Monday - Friday basic workweek.

7:00 a.m. to 11:30 a.m. and from 12:00 noon to 3:30 p.m.

9:30 a.m. to 1:00 p.m. and from 1:30 p.m. to 6:00 p.m.

Item 11 of the cover letter provides that a substantial majority of the T & D employees in any headquarters shall continue to be scheduled from 8:00 a.m. to 4:30 or 5:00 p.m. Item 11 further requires that absent members on a crew of 3 or less shall be replaced when possible to do so.

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

February 4, 1977

Gentlemen:

As a result of the recent adoption of the 1000-1800 standard operating shift, which is essentially a day watch for Substation, Hydro and Distribution Operators, Company proposes the following revision of the notes on the hours of work contained in Exhibit VI-L, Job Definitions and Lines of Progression, Division Electric Departments:

NOTES

Standard Operating Shifts

"Standard operating shifts" shall commence at 11:00 p.m., 7:00 a.m., 10:00 a.m. and 3:00 p.m. The shift commencing at 11:00 p.m. shall be considered as the beginning of the workday. Shifts other than "standard operating shifts" may be established under the provisions of Section 202.16 of the Agreement.

Hours of Work - Relief Employees

A.) Pursuant to the provisions of Section 202.16 of the Agreement, Company and Union are in accord that Relief Operator may be required to assume the hours of work of a non-shift employee provided that:

- He is notified of the change from shift to non-shift hours by 5:00 p.m. or his quitting time, whichever is later, on the day before such change is made, and
- He is assigned to work with a maintenance crew, or
- He is assigned to work with a non-shift employee at a location other than his headquarters.

B.) Employees assigned relief classifications may be regularly scheduled to work either the 7-3 or the 10-6 "standard operating shift" when such employees are not providing relief. The foregoing applies only in locations where two or more Relief Operators are assigned.

In addition, see Labor Agreement Clarification - Titles 202 and 208, "Relief Shift Employees."

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By

Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL

BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

By

Business Manager

This letter adds Subsection (b) to the existing notes contained in Exhibit VI-L, Job Definitions and Lines of Progression, Division Electric Department. Subsection (b) allows scheduling of Relief Operators at other than the 7-3 "Standard Operating Shift" at Headquarters where there are two or more Relief Operator Classifications. In these headquarters the Relief Operator may be scheduled to the 10-6 "Standard Operating Shift" on a regular basis. Further, it was agreed that a Relief Operator who is assigned to 10-6 "Standard Operating Shift" will not have his hours changed to provide relief of the other Relief Operator.

TITLE 303. INCLEMENT WEATHER

Amend TITLE 303 - INCLEMENT WEATHER, Section 303.4, to read as follows:

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303.4 When a regular employee is directed by the foreman or supervisor in charge not to report for work on any day in *the employee's* basic workweek because of inclement weather, or other similar cause beyond the employee's control, *the employee* shall be paid the sum of \$9.00 or, if *the employee* lives at a Company-operated or Company-designated boardinghouse or camp, *the employee* 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 \$3.00 and those receiving \$7.50 a day shall each be paid an additional sum of \$1.50, for each workday on which they are prevented from performing scheduled work by inclement weather conditions.

303.4 Increases basic allowance from \$8.15 to \$9.00 and revises related amounts accordingly.

TITLES 205., 305. and 18.

JOB BIDDING, PROMOTION AND TRANSFER

Amend the following Sections of TITLES 205 and 305 and (18) - JOB BIDDING, PROMOTION AND TRANSFER to read as follows:

205.4 (18.4) Any regular full-time employee of Company entitled to preferential consideration under Subsections 205.7(a), (b) or Subsections 205.8(a), (b) or (c) may submit by United States mail on a form provided by Company a prebid on any existing job classification and headquarters for which the employee desires consideration. Company shall not consider any prebid which was postmarked or, in the event the postmark cannot be read, received by Company 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, if any known reason which might preclude the employee's filling the classification on which the employee has prebid, including information regarding testing programs which must be completed.

205.5(b) (18.5(b)) In making appointments to fill the remaining one-half of the vacancies in beginner's classifications in each line of progression 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 for such vacancy is on file and the number of unrestricted appointments under provisions of Subsection 205.5(a) exceeds transfers.

All transfer requests must be submitted by United States mail on a form provided by Company. In no event shall the Company consider any transfer application which was postmarked or, in the event the postmark cannot be read, received by Company less than eight (8) calendar days prior to filling the beginner's classification.

205.6(b) (18.7(b)) Any regular employee of Company may submit by United States mail to Company a postbid on any job posted as vacant, but Company shall not consider any postbid which is postmarked or, in the event the postmark cannot be read, received by Company more than 10 days from the date of posting of the job on which the bid is made.

18.2(c) For bidding from a beginner's classification as noted in Subsection 18.5(e) or from a classification which is considered together with a beginner's classification as noted in the Line(s) of Progression, any employee in such classification who has passed the clerical "Employment Test Battery" will be considered as being at the top rate of the next lower classification 30 months after the employee's employment date.

305.5 Employees who have two 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 first be given to that employee who qualifies under the provisions of Section 306.9, then 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 the employee is fully qualified to perform the duties of the job which is vacant, and provided further that the employee 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.

205.4 (18.4) Last sentence of current provisions was deleted and the subject matter included in Item 9. **Computerization of the Bidding Procedure** of the cover letter. Until changed under Item 9, validity of pre bids is not limited to one year. Provides for alternative method to determine date of pre bids when postmark cannot be read. Requires that Company shall not consider pre bids that are not timely submitted.

205.5 (b) (18.5(b)) Provides for actual one for one rights of transfer by deleting the current 12 months balancing provisions.

205.6 (b) (18.7 (b)) Provides for alternative method to determine date of post bids when postmark cannot be read.

Provides that Company shall not consider post bids that are not timely submitted.

18.2 (c) Corrects typographical error - changes 18.5 (c) to 18.5 (e). Reduces the requirements for being considered at the top of the rate in a beginner's classification from 36 to 30 months.

305.5 Reduces requirement for preferential consideration for promotions from 3 to 2 years.

305.5 (a) Establishes preferential rights for those employees who have been demoted under Title 306 or those employees who have been or are on Long Term Disability to return to their former classification(s) on an accelerated basis. Also see Section 306.9.

TITLE 206. DEMOTION AND LAYOFF PROCEDURE

Amend TITLE 206 - DEMOTION AND LAYOFF PROCEDURE as follows:

206.1 The provisions of this Title 206 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 205, have their bids to fill vacancies, in the normal line of progression, considered under the provisions of Section 206.9. Subsection 206.1(b) through Section 206.14 shall apply to employees being displaced or demoted due to lack of work.

(b) An employee's Service, as defined in Section 106.3, 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 provisions 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 equal to 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 the Title 600 and Exhibit IX - "Same Classifications."

(e) Employees shall be demoted, displaced, laid off, or effect elections under the provisions of this Title on the basis of their regular classification, headquarters and line of progression at the time of any such action.

(f) In the application of this Title, an employee shall not be placed in a job unless qualified to perform the duties.

206.2 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 Service, while Company shall endeavor to give effect to an employee's preference in the order he has indicated. Length of 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.

(d) An employee's failure to give the notices prescribed in Subsections (b) and (c) will operate to forfeit his right of election.

(3) Any transfer resulting from the application of this Section will be made effective at any time after the expiration of ten days from the giving of the notice provided for in Subsection (a).

206.3 When a demotion or displacement 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 206.4 or Section 206.5, 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.

206.4(a) An employee who is to be demoted or displaced as provided in Section 206.3 may elect to displace that employee in his same classification and department 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 and department who has the least Service.

(b) An employee who is to be demoted or displaced in Section 206.3 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 or displaced, as provided in Section 206.3, before exercising the election provided by Subsection (a) hereof, may exercise such elections as if the demotion has not occurred.

206.5 If an employee cannot effect a demotion or displacement in accordance with Section 206.3 and, in addition, such employee does not for any reason effect an election in accordance with Section 206.4, 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

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which he worked immediately prior to entering the line of progression from which the election was exercised.

206.6(a) If Company cannot effect a demotion or displacement of an employee in accordance with Section 206.3 and, if in addition, such employee cannot for any reason effect an election in accordance with Section 206.4 or 206.5, he may elect to displace that employee in the Division, in a beginning classification who has the least Service, provided he meets the qualifications of a transfer.

(b) If the Company cannot effect a demotion or displacement of an employee in Subsection (a) hereof, if he has been employed three years or more, may elect to displace that employee in the Company in a beginning classification, who has the least Service, provided he meets the qualifications of a transfer.

206.7 If there is no job to which Company can demote an employee under Section 206.3, or if the employee does not effect a displacement under any of the elections in Sections 206.4 and 206.5, and 206.6, he will be laid off.

206.8 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 \$900.

(a) "Beyond commutable distance," as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his present residence. (For clarification, see Letter Agreement Interpretation on page 156.)

206.12 By written agreement between Company and Union, special provisions may be substituted for the provisions of this Title.

206.13 Notwithstanding the provisions of Section 205.5, 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 one employee was laid off, Company shall send notice of openings for re-employment 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 re-employment. 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 205.5 will be invoked. Employees recalled shall report to work within seven calendar days after advising Company of their acceptance of re-employment. If they fail to report within such time, they shall be considered terminated with no further re-employment rights under this Section. An employee returning to a beginner's job under the provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he returns.

206.14 If in the application of the provisions of this Title an employee in a classification which, in the normal line of progression, is higher than an apprentice classification can effect a displacement in such classification, the former shall not take such apprentice classification, but shall be given the rate of the classification next higher thereto.

Title 206 (19) This Title was rewritten to place the various options in their respective order of consideration. This in an effort to make the provisions more easily understood. Additionally sets forth that a displacement is to be considered in exercising the various options.

206.1 (a) Deletes current provisions relating to "employees other than on a temporary assignment" and covers these provisions more clearly in new Subsection 206.1(e), which is set forth below.

206.1 (e) (19.1 (e)) Firmly establishes the fact that at the time of a demotion, displacement or layoff, that employees shall be effected on the basis of their regular classification, headquarters and line of progression.

206.1 (f) Provides that employees being demoted in the normal line of progression to classifications not previously held must be qualified to perform the duties of such classification.

206.6 (19.6) Provides expanded rights for regular employees who are subject to layoff:

(a) To beginner's classification in another line of progression within the Division.

(b) To a beginner's classification in another line of progression within the Company if the employee has 3 years or more of Service and meets qualifications for transfer.

206.8 (19.8) Increases \$750 to \$900 for moving expenses.

TITLE 306. DEMOTION AND LAYOFF PROCEDURE

Amend TITLE 306 - DEMOTION AND LAYOFF PROCEDURE as follows:

306.1 The provisions of this Title 306 which are applicable to regular employees with two years or more of Service 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, but not to layoffs due to inclement weather, lack of material and similar causes, shall be applied in such manner as to give effect to the following:

(a) Provided that an employee is fully qualified to perform the duties of the classification to which such employee is to be demoted or transferred, Service, as defined in Section 106.3, shall be the determining factor in the application of this Title.

(b) An employee may not elect to displace another employee with equal or greater Service. An employee may not displace an employee in a classification having a wage rate higher than that of such employee's classification except where such classification is considered to be the same in accordance with a Line of Progression as provided for in Title 600.

(c) Where referred to in this Title, the Promotion-Demotion Geographic Area shall be as listed in Exhibit II, General Construction Promotion-Demotion Geographic Areas. Such Promotion-Demotion Geographic Areas will not be changed during the period of an actual demotion or layoff, except upon agreement between Company and Union.

306.2 When a demotion is to be made in a classification within a Promotion-Demotion Geographic Area, 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, such employee shall be first to be demoted in the reverse order of the normal line of progression for the employee's classification to the next lower classification. If successive demotions must be made, the same procedure shall apply at each step until the employee is either placed in another job or 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.

306.3 If there is no job to which Company can demote an employee under Section 306.2, or if the employee does not effect a displacement under any of the provisions of Sections 306.4, 306.5 or 306.6, the employee will be laid off. Employees so displaced under the provisions of Sections 306.4 and 306.5 shall be designated by the Company.

306.4 An employee who has two years or more of Service and who is to be demoted under Section 306.2, may elect to displace an employee who is in the same classification and department of General Construction who has less Service. If such employee cannot effect a displacement in such same classification and department of General Construction and cannot effect a demotion under Section 306.2 to the next lower classification in the reverse order of the normal line of progression, such employee may elect to displace an employee in the next lower classification in the reverse order of the normal line of progression in the department of General Construction in which he or she is employed who has less Service. If successive demotions must be made, the same procedure shall apply at each step until the employee is either placed in another job or is laid off.

306.5(a) An employee who has five or more years of Service and who cannot effect a displacement under Sections 306.2 or 306.4, may elect to displace an employee in the same classification in a different department of General Construction who has less service if such displacement in the same classification is not possible, the employee may elect to displace an employee with less Service in the next lower or successively lower classification in the reverse order of the normal line of progression.

(b) An employee who has four or more years of Service and who cannot effect a displacement under Sections 306.2 or 306.4 or Subsection 306.5(a), may elect to displace that employee in a beginner's classification in a different department of General Construction who has less Service.

306.6 An employee who has five or more years of Service and who cannot effect a displacement under Sections 306.2, 306.4 or 306.5, may elect to fill a vacancy in a beginner's classification in the same normal line of progression (as set forth in Title 600 and Exhibit VIII and Exhibit A of the Agreement applying to Office and Clerical Employees).

(a) In the application of this Section, an employee must be able to meet the same qualification requirements that Division employees must meet.

(b) An employee who enters a beginner's classification under the provisions of this Section shall not have any rights under Section 206.9, but shall have accelerated rights to return to his or her former classification and department of General Construction or to a successively lower classification in the normal line of progression to such classification.

(c) A placement under the provisions of this Section shall count as a transfer under the provisions of Subsection 205.5(b) or Subsection 18.5(b), as appropriate.

306.7 Same as present 306.3.

306.8 Same as present 306.2.

306.9 For the purpose of enabling employees who have been demoted under the provisions of this Title, or to enable employees who have been on or are on Long Term Disability status, to return to their former classification(s) on an accelerated basis, Company will give preferential consideration to employees who formerly worked in such job classification(s).

306.10 Same as present 306.4.

306.11 Same as present 306.5.

306.12 Same as present 306.6.

306.13 Same as present 306.7.

306.14 A regular employee who is eligible for rehire and who has been laid off for lack of work for a period not in excess of one year and who had two or more years of Service at the time of layoff shall be entitled to preferential rehire in the reverse order of layoff, providing that the laid-off employee, each calendar month following layoff, keeps the Company informed of the current mailing address and telephone number for contact and the Promotion-Demotion Geographical Area(s) for which re-employment will be accepted.

When a vacancy exists in a beginner's job in the line of progression in the department of General Construction from which an employee was laid off, Company shall provide notice of openings for re-employment as follows:

(a) By calling the last telephone number furnished by the laid-off employee and offering re-employment. If contacted by telephone, such employee must advise Company whether or not such employment will be accepted within 24 hours and the employee must be available for work within 72 hours.

(b) If the laid-off employee cannot be reached by telephone, Company shall send notice of openings for re-employment to the last mailing address as furnished by such employee. Within five working days after such notice is mailed, such laid-off employee must advise Company by telephone whether or not such re-employment will be accepted, and the employee must be available for work within 24 hours after advising Company that such re-employment will be accepted.

(c) 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.

(d) Company shall not be required to contact laid-off employees when the opening for re-employment is outside the Promotion-Demotion Geographic Area(s) in which such employee has indicated a desire to accept re-employment.

(e) If Company cannot contact the laid-off employee by telephone and if no reply is received by Company within five working days after notice is mailed or if the laid-off employee does not accept re-employment, such employee will be considered terminated, with no further re-employment rights under this Section, and the next employee on the laid-off list may be notified of the opening.

PHYSICAL AGREEMENT AMENDMENTS

Title 306 This Title was rewritten to place the various options in their respective order of consideration. This in an effort to make the provisions more easily understood.

306.1 Reduces service requirements for consideration under Title 306 from 3 to 2 years.

Former Section 306.1 (e) was deleted. As a result, employees who are demoted or transferred to another headquarters and displace another employee under Title 306 will be entitled to expenses if otherwise qualified under Title 301.

306.4 Reduces 3 year requirements to 2 years.

306.5 (b) Adds provisions wherein employees with 4 years or more of service may displace in a beginner's classification in another Department of General Construction.

306.6 Add provisions wherein employees with 5 years or more of Service and who are subject to layoff may fill Division vacancies in a beginner's classification.

306.9 Provides preferential rights to employees who have been demoted under Title 306 or to employees who have been or are on long term Disability to return to their former classification(s) on an accelerated basis. See Section 305.5 (a).

306.14 Establishes preferential rehire rights for those employees eligible for rehire who have 2 or more years of Service. Sets forth procedures to be followed by Company in providing notice of openings for rehire.

TITLE 208. OVERTIME

TITLE 308. OVERTIME

TITLE 12. OVERTIME

(Effective Upon Ratification)

Amend the following Sections of TITLE 208 (TITLE 308) (TITLE 12) - OVERTIME to read as follows:

208.2(b) (308.2(b)) (12.2(b)) The time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two times the employee's straight rate of pay, or

208.2(d) (308.2(d)) (12.2(d)) The time worked in excess of eight (8) hours on the employee's second of two scheduled days off counting from the first day of the basic workweek shall be paid at the rate of two times the employee's straight rate of pay provided such employee has performed work on the first scheduled day off. Employees scheduled to have four (4) consecutive days shall be entitled, in addition to the above, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight (8) hours on the fourth (4th) scheduled day off, provided that such employee has also performed work on the third (3rd) scheduled day off.

208.2(e) (308.2(e)) (12.2(e)) For purposes of this Section, an employee's "regular hours of work" shall be the same on a non-workday as those regularly scheduled for such employee on a workday.

208.16(a) (308.12(a)) (12.3(a)) Prearranged overtime work shall be distributed among employees in the same classification and in the same location as equally as is practicable.

(b) An employee who is scheduled to be off on vacation shall not be scheduled for work under this Section for the period between the end of the employee's last regular day of work preceding the employee's vacation and the start of the employee's first regular day of work following the vacation. An employee who is off due to illness or injury shall not be scheduled for work under this Section until the employee returns to work on a regular workday.

208.2 (b) (308.2 (b)) (12.2 (b)) Reduces from 16 to 12 consecutive hours the time necessary to be worked in order to qualify for double time.

208.2 (d) 308.2(d)) (12.2 (d)) Provides for the payment of double time for time worked in excess of eight hours on the 7th consecutive day of work (2nd day off which is normally Sunday for day employees).

208.16 (b) (308.12 (b)) (12.3 (b)) Provides that employees who are scheduled to be off on vacation or who are off due to illness or injury shall not be scheduled for prearranged overtime.

TITLE 212. EMERGENCY DUTY

Amend TITLE 212 - EMERGENCY DUTY, Sections 212.2, 212.7, and 212.10, and add Subsection 212.2(c) and 212.4 to read as follows:

212.2(a) Company will prepare a list at each headquarters of those employees who volunteer for emergency work. In calling employees to respond to emergency situations involving immediate hazard to life or property, Company will give preferential consideration to employees whose residences are located within 30 minutes' automotive travel time, under ordinary travel conditions, from their headquarters. This list will start on January 1 and continue until December 31 at which time a new voluntary call-out list will be prepared. On January 1, the accumulated overtime will be reduced to zero for all employees. This procedure is to be continued annually thereafter.

212.2(c) Employees who do not remove themselves from the call-out roster as provided for above nevertheless shall be allowed the opportunity to remove themselves during the week under the following conditions:

- (1) Regular scheduled attendance for educational purposes with advance notice.
- (2) Participation in civic or church activities with advance notice.
- (3) All other instances limited to twice a week with advance notice.

212.4 Add the following sentence to Section 212.4:

An employee who signs the list provided for in Subsection 212.2(a) but not the current weekly list, and who is called out, shall be credited with all overtime hours worked.

212.7 Employees temporarily upgraded, whether on a timecard basis or not, shall have overtime worked or credited at the temporary rate posted to their permanent classification.

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. (The call-out procedures currently in effect should incorporate the sequential

order of call-out; the rotation of call out, if any; and the provisions for calling out additional help or replacing an absent employee.)

212.2 (a) Provides for annual reduction of credited hours to zero.

212.2 (c) Allows employees to remove themselves from the weekly call-out list for various periods without penalty. Advance notice means prior to the end of the preceding work day.

212.4 Provides that all emergency work will be credited on the annual list whether or not an employee has signed the weekly list.

212.10 Bracketed language is a guideline only.

PART V

TITLE 500. TERM

Amend PART V, TITLE 500 - TERM to read as follows: (TITLE 24 Clerical)

500.1 (24.1) This Agreement, having taken effect as of September 1, 1952 (July 1, 1953), and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of January 1, 1977 to December 31, 1979, 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.

500.2 (24.2) Except as provided otherwise herein, if either party desires to amend this Agreement, it shall give notice thereof to the other party 120 days prior to the end of the then current term, in which event the parties shall commence negotiations on any proposed amendment as soon as practicable after such notice has been given. Failure of the parties to agree on such proposed amendment shall not cause termination of this Agreement unless either party has given notice of termination as provided in Section 500.1 (24.1).

500.3(a) (24.3(a)) Effective January 1, 1978, the wage rates established for January 1, 1977, in Exhibit X (Exhibit F) of this Agreement shall be increased by 6%.

(b) Notwithstanding the provisions of Section 500.1 (24.1), either party may reopen this Agreement with respect to the subject of wages 120 days prior to January 1, 1979.

500.4 (24.4) Notwithstanding the provisions of Section 500.1 (24.1), either party may give to the other 30 days' written notice of the proposed amendment of this Agreement in the event that an administrative or judicial tribunal having jurisdiction so to do shall determine that the unit described in Section 2.1 (2.1) hereof is inappropriate for the purpose of collective bargaining.

500.5 (24.5) Any provision of this Agreement which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict.

500.6 (24.6) Notwithstanding the provisions of Section 500.1 (24.1), either party may forthwith terminate this Agreement in the event that the other breaches its obligation as set forth in Section 3.2 (3.2) hereof. Notice of termination shall be given in accordance with the terms of the Labor Management Relations Act of 1947, as last amended.

500.7 (24.7) This Agreement cancels and supersedes that certain agreement entered into on August 1, 1947 (August 21, 1947) by Company and Union, and all amendments, continuations and extensions thereof, or that agreement dated September 1, 1950, between Locals 1245 and 1324, I.B.E.W., and all amendments and extensions thereof.

(24.8) 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.

500.1 (24.1) Provides for a 3 year term.

500.2 (24.2) Increases notice of desire to amend Agreement from 60 to 120 days.

500.3 (a) (24.3 (a)) Provides for 6% general wage increase to be effective 1/1/78.

500.3 (b) (24.3 (b)) Provides for wage re-opener with 120 days notice prior to 1/1/79.

TITLE 600. JOB DEFINITIONS AND LINES OF PROGRESSION

EXHIBIT VI. DIVISION GAS DEPARTMENTS

1.) Revise the (1724, 1720, and 1723) Pressure Operator job definition in the following manner:

A shift employee whose responsibilities and principal duties include the control of pressure and the maintenance of the gas flow in the transmission and distribution pipelines, using gas holders, compressors, regulators, valves, telemetry and remote control devices, within the scope of the Division gas operations. May be required to operate and maintain compressors, to order gas production and to curtail customers as directed by System Gas Control. May be required to perform duties of Service Operators to include such items as call-out and/or dispatching of crews as directed, receiving and dispatching Customer Service calls, and related clerical work.

2.) Add Coast Valleys to the (1723) Pressure Operator classification and revise the weekly wage rates as follows:

Start	- \$292.00
End 6 mos.	- 305.90
End 1 yr.	- 310.55
End 18 mos.	- 318.30

3.) Change the line of progression to Pressure Operator to include the Serviceman and Service Operator classifications.

4.) The initial manning of the Pressure Operator classification in Coast Valleys Division shall be subject to further discussion between the parties.

5.) Add the following note to the Pressure Operator definition:

Note: It is not the intent to replace a Service Operator classification with a Pressure Operator classification without agreement between the parties.

STEAM HEAT

Amend the job definitions and wage rates of employees in the Steam Heat Department in San Francisco Division to read as follows:

0647 Subforeman

PHYSICAL AGREEMENT AMENDMENTS

An employee who is a working foreman supervising not more than five employees exclusive of himself engaged in the installation, maintenance and repair of all steam heat distribution facilities. He shall have the personal qualifications of leadership and supervisory ability, the craft qualifications of a Mainman and Steam Serviceman, and must be familiar with, observe and direct others in conformance with the Company's construction and safety standards, accounting procedures and other applicable rules and procedures.

Start - \$325.80
End 1 yr. - 347.70

2250 Steam Serviceman

An employee who answers all types of steam heat complaints, inspects and provides customer service and who installs, repairs and maintains steam service lines, steam mains and steam meters. May work alone, as part of a crew, or assisted by a Mainman or Helper.

Start - \$294.40
End 6 mos. - 310.30
End 1 yr. - 318.30

1150 Steam Mainman

An employee who, working alone or as part of a crew, installs, maintains and repairs steam mains and appurtenances in the steam heat distribution system. May be required to drive a truck, operate compressors and mechanical equipment such as jackhammers, tampers, and impact tools and perform clerical work associated with those duties. May do incidental burning with oxyacetylene torch. May be assigned to perform pipe locations and leak surveys and investigations.

Such work may be performed alone, but, where necessary for protection, a Helper may accompany him. While 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 assistance to the Mainman.

Start - \$247.85
End 6 mos. - 251.25
End 1 yr. - 260.55
End 18 mos. - 270.80
End 2 yrs. - 280.20

Add the following note to the Steam Heat section of Exhibit VI, Job Definitions and Lines of Progression, Division Gas Departments:

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

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

TITLE 600. JOB DEFINITIONS AND LINES OF PROGRESSION EXHIBIT VI-B. DIVISION

STEAM GENERATION DEPARTMENTS

Revise the (2165) Rigger and (2167) Traveling Rigger job definition as follows:

2165 Rigger (2167) Traveling Rigger

An employee who is a journeyman and is engaged in performing all classes of power plant rigging, including that necessary for safely handling heavy machinery. Also required to make up both wire and manila rope slings and keep all rigging equipment in proper repair. Since this work may be intermittent in nature, may also be required to perform miscellaneous routine plant maintenance, particularly at high elevations. A Rigger's background of apprenticeship and experience must be such as to qualify the Rigger to perform the above duties with skill and efficiency.

Wage Rate: \$341.85 per week

Technical Clerks

Eliminate the (2960) Technical Clerk classification, reclassify incumbents to First Plant Clerk, and revise the (0293) First Plant Clerk and (0294) Routine Plant Clerk job definitions as follows:

0293 First Plant Clerk

An employee who, under general supervision, performs clerical work requiring a working knowledge of all procedures used in steam plant office work and the normal amount of judgment accompanying that knowledge. May also be required to maintain special and routine statistical records of operation and maintenance and to make computations for the preparation of reports.

0294 Routine Plant Clerk

An employee who performs routine clerical work requiring a basic knowledge of established Company steam plant office procedures and elementary accounting principles; may operate PBX Board or take readings during plant tests; in training for advancement to First Plant Clerk. Must have a high school education or its equivalent and be able to type with reasonable speed and accuracy; may be required to learn shorthand prior to promotion to First Plant Clerk.

Beginner's Classification

Note: Employees who were classified as Technical Clerks on December 31, 1976, and who on such date had a valid prebid on file for a vacancy in the Apprentice Instrument Repairman classification, shall continue to be considered a prebidder under the provisions of Subsection 205.8(b).

EXHIBIT X GENERAL CONSTRUCTION PROPOSED TRUCK DRIVER CLASSIFICATIONS AND RATES

	PRESENT	PROPOSED
(0444) TRUCK DRIVER	Start \$235.35	\$260.55
	6 mo 245.60	270.80
	1 yr 251.35	
	18 mo 259.45	
	2 yr 262.35	

This rate will include:

- 0450 Dump, 3 yds. or less capacity
- 0455 Light, 2 tons or less - flat rack
- 0445 Light with power winch and rigging (one or more blocks - only)

Two axle dump trucks formerly classified as heavy will be reclassified to this rate. Incumbents, as well as those who were demoted during 1976 and return as drivers of two axle dump trucks, will retain the Heavy Truck Driver rate.

(0453) HEAVY TRUCK DRIVER	Start 270.35	277.60
	6 mo 278.85	285.60
	1 yr 294.25	294.25

- The operator of a truck tractor coupled with one or more trailers; or
- The operator of a three-axle truck; or
- The operator of any combination of truck and trailers exceeding 50 feet in length. (Single-axle pole or pipe dollies are not considered trailers for the purposes of the above); or
- The operator of a truck with derrick and special body complete with tools and equipment to perform all phases of underground electric line work; or
- The operator of a boom truck with a basic boom tip height of 45 feet or under and with a personnel bucket. (Such as R.O. Stinger - TC 50 - TC 40 - TC 35.)

(0457) LINE TRUCK DRIVER	Start 270.35	277.60
	6 mo 278.85	288.50
	1 yr 294.25	299.50

The operator of a line truck with derrick and special body complete with tools and auxiliary equipment to perform all phases of overhead line work.

(NEW) SPECIAL DRIVER	Start 270.35	277.60
	6 mo 278.85	288.50
	1 yr 294.25	299.50

- The operator of a transport truck and trailer engaged in loading, transporting, and unloading heavy construction equipment throughout the company system; or
- The operator of a boom truck with a basic boom tip height of over 45 feet, and with a personnel bucket. (Such as Tel-e-lect.)

	PRESENT	PROPOSED
0474 Electrician)	\$352.60	\$354.25
1100 Lineman)		
0653 *Subforeman B)	Start 366.70	368.45
0850 *Working Foreman B)	End 6 mo 373.25	377.65
0650 *Subforeman A)	Start 373.25	377.65
0858 *Working Foreman A)	End 6 mo 381.95	387.00
* Excluding G.C. Service Centers at Davis and Oakland.		
1643 MEOB	Start 270.35	264.75
	End 6 mo 275.35	275.35
1980 Powderman	Start 237.05	248.90
	End 6 mo 247.40	255.80
	End 1 yr 253.15	263.00
	End 18 mo 262.35	270.35
2405 Technician, Gas	Start 328.50	270.35
	End 6 mo 336.75	282.00
	End 1 yr 345.15	294.00
	End 18 mo 307.00	307.00
	End 2 yr 320.00	320.00
	End 30 mo 333.00	333.00
	End 3 yr 347.00	347.00
	End 42 mo 362.00	362.00
	End 4 yr 377.55	377.55

2404 Technician, Lead Gas - Cancel (Technical Subforeman B will be used.)

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 cancels and supersedes our letter to you dated December 17, 1976, on the same subject.

Due to the increase in the cathodic protection work necessary in the Department of Pipe Line Operations and in the Divisions, Company proposes to revise the Corrosion Mechanic job definition and rates of pay in the Divisions and to concurrently establish the classification in the Department of Pipe Line Operations.

1245 Corrosion Mechanic

An employee who, without direct supervision, performs such duties as installing, checking, adjusting, operating and maintaining cathodic protection equipment and instrumentation, such as rectifiers, anodes, insulated fittings, volt-ohm-ammeters, potentiometers, recorders, and other similar equipment. This work includes performing tests verifying isolation of metallic underground structures, determining cathodic protection current requirements, determining the existence of cathodic protection interference, restoring and maintaining cathodic protection systems, and selecting cathodic protection anode locations. The employee may be required to maintain files and records, to outline work schedules, and to provide functional guidance on all of the above activities. May work alone or with the assistance of another employee. May also work with a third employee when a third employee is required for guarding manhole or vault openings or for flagging traffic.

Qualifications

Shall have successfully completed the Corrosion Mechanic Training School.

PHYSICAL AGREEMENT AMENDMENTS

Next Lower Classifications

0232 Clerk-Driver
0240 Field Clerk
0524 Fieldman
1483 Field Meterman
0930 Helper (Steam, Heat or Gas T&D)
0933 Helper (Gas Meter Shop)
0934 Helper (Gas Plant Maintenance)
0937 Plant Helper (East Bay)
0950 Shift Helper (Gas)
0935 Helper
1380 Pipeline Mechanic
1569 Assistant Compressor Plant Operator
1705 Operator-Mechanic

Same or Higher Classifications

0510 Watch Engineer
0775 Operating Subforeman
1245 Corrosion Mechanic
1307 Gas Control Mechanic
1365 Measurement and Control Mechanic
1406 Transmission Mechanic
1830 Senior Terminal Operator
2410 Gas Control Technician
2415 Gas Transmission Technician

Wage Rate: Start	- \$289.10 per week
End 6 mos.	- 298.50 " "
End 1 yr.	- 305.90 " "
End 18 mos.	- 312.95 " "
End 2 yrs.	- 323.10 " "

For bidding purposes, the Corrosion Mechanic classification shall be considered as next lower to Apprentice Gas Control Mechanic and Apprentice Transmission Mechanic.

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
, 1977

by
Business Manager

February 9, 1977

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 cancels and supersedes our letter to you dated March 2, 1976, on the same subject.

In order to clarify conditions under which an Operator-in-Training or an Assistant Operator may be required to train at locations other than their regularly established

headquarters, Company proposes to revise the Headquarters note in the job definitions of the above classifications in the following manner and to reflect this change in "Exhibit VI-L, Job Definitions and Lines of Progression, Division Electric Department."

HEADQUARTERS

(Operator-in-Training - Substation-Hydro-Distribution)
(Assistant Operator - Substation-Hydro-Distribution)

Each (Operator-in-Training) (Assistant Operator) shall have a regularly established headquarters. However, for purposes of experience and training the employee may be temporarily assigned under the provisions of Sections 201.7 through 201.11 inclusive to any headquarters in the employee's Division to which an operator is regularly assigned. In addition, the employee may be assigned to work with a maintenance crew for training and experience. An (Operator-in-Training) (Assistant Operator) cannot be assigned away from his regular headquarters under the provisions of this paragraph for a combined total exceeding three (3) months in any six (6) month period. In addition, all training or work experience assignments away from an employee's headquarters must be minimized and provide training that cannot be given at the employee's regular headquarters consistent with that employee's training schedule at his regular headquarters. Such temporary assignments shall normally be made in increments of one or more weeks. However, assignments of less than one week may be made for specialized training provided the purpose of such assignments is to provide training that cannot be given at the employee's regular headquarters. In the foregoing assignments, the (Operator-in-Training) (Assistant Operator) shall perform duties as an assistant to the operator or journeyman in the headquarters or operating center. Such assignments shall not be made for relief purposes.

If an (Operator-in-Training) (Assistant Operator) is assigned temporarily under the provisions of the Operator-in-Training Program to another headquarters for relief purposes, such assignment shall be made under the provisions of Titles 201, 202 and 208 and appropriate Labor Agreement Clarifications.

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
, 1977

By
Business Manager

Operator in Training Assistant Operator

Provisions were added to allow special training assignments away from the employee's regular headquarters in increments of less than a week, with the limitations that these assignments will not be made when the training could be given at the employee's regular headquarters. Also adds a provision for all training assignments to be minimized consistent with the employee's training requirements and training schedule at his regular headquarters.

CLERICAL AGREEMENT AMENDMENTS

TITLE 1. PREAMBLE

See Physical - Title 1

TITLE 4. UNION SECURITY

See Physical - Title 4

TITLE 6. LEAVE OF ABSENCE

See Physical - Title 101

TITLE 8. VACATIONS

See Physical - Title III

TITLE 11. SHIFT PREMIUM

See Physical - Title 110

TITLE 12. OVERTIME

See Physical - Title 208

TITLE 14. HOLIDAYS

Amend the following Sections of TITLE 14 HOLIDAYS as follows:

14.1 Only regular employees who are not on a "leave of absence" and who:

- Are paid for the workdays immediately before and after the holiday, or
- Are off work with permission, but without pay, for reasons of illness or disability, on the workdays immediately before and after the holiday, or
- Are paid for the workday either before or after the holiday but are off work with permission without pay on the other day,

shall, except as provided in Section 14.6, be entitled to have the following holidays off with pay when they fall on a workday in his basic workweek:

New Year's Day	(January 1)
Washington's Birthday	(3rd Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Veterans' Day	(day established by Congress)
Thanksgiving Day	(4th Thursday in November)
Friday after Thanksgiving	(see 14.4 below)
Christmas Day	(December 25)
Employee's Birthday	(see Section 14.2)
Floating Holiday in the First Half of the Year	(see Section 14.3)

14.3(a) Except as provided in Subsection (b) below, an employee may select any day prior to July 6 as a floating holiday. A supervisor may, however, limit the number of employees in a classification at a headquarters who may be off on a floating holiday on any given day. If more employees elect a specific day as a floating holiday than can be permitted to be off on that day, the preference will be given to employees with the greater Service.

(b) All Meter Readers will be scheduled to take the non-read day in the first half of the calendar year as their floating holiday. Such non-read days shall be scheduled on a Friday. Other employees, a major portion of whose work is related to the meter reading billing cycle, will take the Monday following the first non-read day as their floating holiday. If there is no non-read day prior to July 6 in any year, the provisions of Subsection (a) above shall apply. (Note: The non-read day for 1977 is June 3. The floating holiday for approximately 60 keypunch operators will be Monday, June 6.) Renumber Sections 103.3 through 103.6 inclusive and Sections 14.3 through 14.6 inclusive.

(14.6(b)) The provisions of Subsection (a) hereof shall not apply to a regular employee's Birthday Holiday when Company determines in advance of the employee's Birthday Holiday that the employee may take the Holiday without requiring another employee to work more than three consecutive weeks without having two consecutive days off.

14.3 Sets forth procedure for scheduling the Floating Holiday for clerical employees. (Parties agree that zero is not a number and that July 6th date will be waived for the year 1977.)

TITLE 16. MEALS

Amend TITLE 16 - MEALS of the Clerical Agreement, Subsection 16.2(a) and (b), to read as follows:

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

CLERICAL AGREEMENT AMENDMENTS

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

16.2 (a) Provides for a meal one hour beyond regular work hours rather than one and one half hours.

Eliminates male pronouns.

(b) Conforms to changes made in 16.2 (a) for part time employees.

TITLE 17. STATUS See Physical - Title 106

TITLE 18. JOB BIDDING, PROMOTION AND TRANSFER See Physical - Title 205

TITLE 19. DEMOTION AND LAYOFF PROCEDURE

Amend TITLE 19 - DEMOTION AND LAYOFF PROCEDURE 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. Subsection 19.1(b) through Section 19.13 shall apply to employees being displaced or demoted due to lack of work.

(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.

(e) Employees shall be demoted, displaced, laid off, or effect elections under the provisions of this Title on the basis of their regular classification, headquarters and line of progression at the time of any such action.

(f) In the application of this Title, an employee shall not be placed in a job unless qualified to perform the duties.

19.2 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 Service, while Company shall endeavor to give effect to an employee's preference in the order he has indicated. Length of 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.

(d) An employee's failure to give the notices prescribed in Subsections (b) and (c) will operate to forfeit his right of election.

(e) Any transfer resulting from the application of this Section will be made effective at any time after the expiration of ten days from the giving of the notice provided for in Subsection (a).

19.3 When a demotion or displacement 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 19.4 or Section 19.5, 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(a) An employee who is to be demoted or displaced as provided in Section 19.3 may elect to displace that employee in his same classification and department 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 and department who has the least Service.

(b) An employee who is to be demoted or displaced 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 or displaced, as provided in Section 19.3, before exercising the election provided by Subsection (a) hereof, may exercise such elections as if the demotion has not occurred.

19.5 If an employee cannot effect a demotion or displacement in accordance with Section 19.3 and, if in addition, such employee does not for any reason effect an election in accordance with Section 19.4, 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.

19.6(a) If Company cannot effect a demotion or displacement of an employee in accordance with Section 19.3 and, if in addition, such employee cannot for any reason effect an election in accordance with Sections 19.4 or 19.5, he may elect to displace that employee in the Division, in a beginning classification who has the least Service provided he meets the qualifications of a transfer.

(b) If the Company cannot effect a demotion or displacement of an employee in Subsection (a) hereof, if he has been employed three years or more, may elect to displace that employee in the Company in a beginning classification, who has the least Service, provided he meets the qualifications of a transfer.

19.7 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 Sections 19.4 and 19.5, or 19.6, he will be laid off.

19.8 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 \$900.

(a) "Beyond commutable distance, as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his present residence. (For clarification see Letter Agreement Interpretation on page 156.)

19.9 Same as 206.9 Physical Agreement, old 19.7 Clerical.

19.10 Same as 206.10 Physical Agreement, old 19.11 Clerical.

19.11 Same as 206.11 Physical Agreement, old 19.9 Clerical.

TITLE 21. LABOR MANAGEMENT COOPERATION See Physical - Title 8

TITLE 24. TERM See Physical - Title 500

Local 1245 Nominates All Advisory Council Members this April

Nominations for all Local 1245 Advisory Council positions will be open at the April Unit Meetings in accordance with the Local Union Bylaws. Article V, Section 8 states that "To qualify as a candidate to the Advisory Council, a member must have at least two years continuous good standing in the Local Union immediately prior to June 1st of election year and six months in the department, division or company from which they are nominated. Exceptions to this rule shall be granted where such bodies have not been in existence long enough to meet this requirement."

Article V, Section 9 provides that the nominations and election for this Council shall be conducted in conjunction with the nomination and election for Constitutional Officers of the Local Union. (See the notice on page one - "Local 1245 nominates all officers this April," for the procedure for nominating candidates.)

LETTER OF AGREEMENT SUMMARIES

Editor's note: A copy of the full text of these letters is available to the members upon their written request to the Local Union.

Sierra Pacific Power Co.

No. 77-1-SPPC signed 1-20-77

Provides for the reclassification of an employee who is currently an Emergency Relief Operator at the Tracy Station, to the classification of Chemical Tester, also at the Tracy Station.

The Safety Scene

What you should know about smoke detectors

SMOKE DETECTORS for home fire protection have become big business almost overnight. If you are considering purchasing one to guard your family, you may be bewildered by the large selection of devices on the market today. Here are the answers to a few of the questions that might puzzle you as you shop.

Five years ago, no one had ever heard about smoke detectors. Why do I need one now?

The United States has more fire deaths and damage than any other nation in the world. Last year, more than 5,000 people died in home fires — roughly 15 every 24 hours.

Fire authorities believe that more than half of those lives could have been saved if the victims had been warned of impending disaster. Most home fires occur at night while the household is asleep. A smoke detector will rouse you and give you and your family from three to forty minutes to escape.

"Most people don't really believe it could happen to them," says David Lucht of the National Fire Prevention and Control Administration, part of the Department of Commerce. "But if I could take members of the average American family into a burning house and let them see what could happen to them and their home, they'd run right out and buy a smoke alarm."

You may be interested in smoke detectors because a local ordinance requires you to have one. A Federal law requires detectors in all new mobile

homes. All homes purchased with loans guaranteed by the Federal Housing Authority or the Veterans Administration must have detectors. According to the Fire Equipment Manufacturers' Association, state codes in Massachusetts and Connecticut specify that a detector be installed in all new single-family dwellings. Similar legislation on a county or city level is proliferating all over the country. Some municipal codes require placement of a detector in existing homes when the property changes hands, or when major repairs are made.

What are the major types of smoke detectors and how do they work?

Two types of units are on the market today: photoelectric and ionization detectors.

A photoelectric detector contains a lamp that directs a light beam into a central chamber. In the chamber is a light-sensitive photocell ("electric eye"), angled so that the light beam can't ordinarily reach it. But when smoke enters the chamber, the smoke particles scatter the light beam and some of the light enters the photocell. The photocell "sees" the light and sets off an alarm.

An ionization detector contains a radioactive source that allows some electricity to flow within the chamber. When smoke particles enter the unit, they impede the flow of current. Electronic monitoring devices measure the current reduction and set off an alarm.

How do I decide which type is best for my home?

A photoelectric detector provides early warning of smoldering fires with or without heat. Conversely, some ionization detectors respond more slowly to certain types of smoldering-only fires, but will probably respond faster than photoelectrics in a fire that gives off relatively little visible smoke.

Photoelectric detectors must be connected to the house current. Ionization detectors may be powered by house current or batteries. Some house current models can be plugged directly into an outlet. Other "wired-in" types will probably have to be installed by an electrician. Wired-in models have this advantage: if your home has more than one detector, you can have the system wired so that all alarms will sound when any one unit detects smoke. But if a fire knocks out the electrical wiring of a home, a fairly rare occurrence in the early stages of a home fire, a house current unit without battery back-up will be useless.

Of course, a battery model requires you to change the batteries periodically. All Underwriters Laboratories (UL)-approved units feature an audible trouble signal that tells you when the batteries are nearing the end of their useful lives. Some manufacturers recommend changing the batteries every 12 months whether or not the unit signals.

Either type of unit will do a good job. Be sure that the model you select carries the UL label.

How many detectors should I have and where do I put them?

The number of detectors you need for complete protection depends on the size and arrangement of your house. Any detector should be placed on the ceiling or, if on a side-wall, about six to twelve inches from the ceiling. Locating a smoke detector to guard the sleeping area of a home is usually simple — mount the unit in the hall immediately outside the bedrooms.

Placement of units in other areas of the home can be a complex matter, and you may need expert help. The important thing is to locate the units between the bedrooms and other areas of the house so that the detector can intercept smoke as it approaches the bedroom area.

How much will an adequate protection system cost me?

Smoke detectors generally range in price from about \$40 to \$140, depending on type and installation requirements. You can find models priced as low as \$19.95. Battery models are usually more costly than plug-in types. Those that are permanently connected to the house current are probably most expensive because of installation costs.

In addition to the initial cost, you will assume the minimal costs of batteries or bulbs and electricity. Smoke detectors are usually guaranteed by the manufacturer for one to five years.

You can keep your detector in working order by doing the light maintenance chores recommended by the manufacturer. Both ionization and photoelectric detectors need a yearly vacuuming. Some models require cleaning with alcohol. You should check occasionally for insects in the unit. Any detector should be tested periodically by blowing cigarette or candle smoke into the chamber.

Won't my smoking friends set off a false alarm?

Late-model detectors are factory-adjusted so they will protect you without sounding off every time you light a cigarette or burn a piece of toast. Sometimes a combination of circumstances will result in an alarm. But a false alarm should be a rare, minor problem. If it does occur, you can look upon it as an assurance that your protection system is working for you.

Do ionization detectors give off dangerous amounts of radiation?

Ralph Nader's Health Research Group recently warned that some ionization detectors have the potential for emitting dangerous amounts of radiation. Not so, says the Nuclear Regulatory Commission, pointing out that even a damaged or faulty detector would leak only a "negligible" amount of radiation. A smoke detector emits so little radiation that one authority says, "If you sat 24 inches from your detector for 497 years, you'd receive a dosage of radiation equivalent to one tooth X-ray." A far greater danger is death by fire if your home is not protected by a smoke detector.

Family Safety

GET A LOAD OF THIS

Steel shot loads were required for waterfowl hunting in some areas of the Atlantic Flyway during the recent hunting season, and will be required in certain areas of other flyways in following years. Lead shot is suspected of poisoning some bottom-feeding ducks.

The price of steel-pellet ammunition is much higher, so hunters may plan to load their own shells.

Don't do it, at least not yet, advises the Sporting Arms and Ammunition Manufacturers' Institute.

Key components for hand loading are not yet available. The wads and shot sleeves for current lead loads are not adequate to prevent damage to gun barrels and possible injury to the shooter.

State Board Delays Enforcement of Electrical Safety Standard

The California Occupational Safety and Health Standards Board (CAL/OSHA) has announced a delay in enforcement of an existing electrical safety standard that requires ground-fault circuit interrupters (GFCI) on 15- and 20-amp circuits used at construction sites.

The Board at its public meeting in San Diego November 18 voted unanimously to postpone enforcement of the standard which was to have become effective January 1, 1977.

Ron Rinaldi, executive officer of the CAL/OSHA Standards Board said, after discussion with various Board members, that some of the reasons underlying the Board's decision to delay the effective date of GFCIs were:

Federal OSHA has stayed enforcement of the GFCI requirements on construction sites; The trip levels for existing GFCI devices may be too low to prevent nuisance tripping; there is some question as to the reliability of GFCIs in the construction environment — particularly in damp weather or where radio trans-

missions, such as walkie-talkies, are used;

With existing electrical grounding requirements, there is a question regarding the necessity to also require a back-up system to prevent ground-fault hazards with GFCIs; other alternatives to GFCIs need to be further explored;

The Board's own Low-Voltage Electrical Advisory Committee could not reach a decision on whether to postpone the effective date of the requirement on GFCI devices.

Ground-fault circuit interrupters are basically a circuit breaker with an added electronic mechanism to sense leakage of electrical current. Should the current leakage exceed a given level (5 milliamperes), the device trips the circuit breaker, cutting off electrical power to the line.

The seven-member California Occupational Safety and Health Standards Board approves and issues the State's job safety and health standards for the protection of California's working population.