Local 1245 and Pacific Gas & Electric Co. reached tentative agreement last month on a new fouryear contract that contains significant job security protections, provides general wage increases, extends the moratorium on layoffs, and preserves current medical benefits.

A key element in the proposed settlement provides Voluntary Retirement Incentives (VRI) to cushion the bargaining unit against the impact of projected workforce reductions. The VRI will apply to bargaining unit members in targeted jobs and departments who are at least 50 years old and have at least 15 years of credited service. Those choosing Voluntary Retirement Incentives (VRI) to cushion the bargaining unit against the impact of projected workforce reductions. The VRI will apply to bargaining unit members in targeted jobs and departments who are at least 50 years old and have at least 15 years of credited service. Those choosing...
Workers here and abroad

Rolling the union on...

**EMF Bill:** A bill in the California Assembly (AB 1543) would change the Labor Code to prohibit Cal-OSH Standards Board from granting variances to established work procedures if a change might subject workers to higher levels of, or longer periods of exposure to, electric and magnetic fields. The prohibition would last until Jan. 1, 1996.

**Welcome to Deregulation:** USAir has admitted that some of its supervisors have falsified maintenance records, certifying repairs that were never performed. The airline says these were isolated incidents that did not affect safety. But a Machinists official said, "The manpower has slowly eroded to the extent that we cannot accomplish our assigned tasks in the required timeframe."

**What Me Worry?** America's top corporate bosses received an average 58% boost in compensation last year, while wages for workers continued to stagnate. The average CEO of a blue chip corporation took in $3.8 million in salary, bonuses and stock options in 1992, according to Business Week magazine.

**And for the Little Guy:** Legislation proposed by Senator Paul Wellstone (D-Minn.) would raise the minimum wage to $6.75 by 1996.

**Your Backyard:** A survey of the 50 corporations that emit the most toxic chemicals has found that they dumped very little off-site--less than half of one percent--in the communities where their chief executive officers live.

**Oink Oink:** In its first annual Corporate Tax Freedom Day in January, the British Columbia Federation of Labour lined up ten plastic, battery-powered pigs, each representing a profitable corporation. The Canadian Association of Labour Media reported that the pigs "raced to the federal tax trough to see who could pay the least. They all won, and we all lost."

**End of the Line:** The Plumbers and Pipefitters Union reached a tentative agreement with Greyhound Lines Inc., ending a three-year strike and providing $22 million in back wages to union workers. Under the proposal, some 550 workers will be recalled by July.

**Unionists Targeted:** Death squads and government security forces killed 200 trade unionists worldwide in 1992, according to the International Confederation of Free Trade Unions. Over 2,500 labor activists were arrested or imprisoned, while another 40,000 workers, including many in the United States, lost their jobs in 1992.

**Not So Tasty:** People advocating the North American Free Trade Agreement are "trying to make chicken salad out of chicken manure," according to Jim Hightower. "People can sniff this off," said Hightower, noting that NAFTA would benefit investors and bankers, but few others, and would accelerate the movement of jobs to Mexico, including high-skilled positions.

**Boiling Water:** The airline says these were isolated incidents that did not affect safety. But a Machinists official said, "The manpower has slowly eroded to the extent that we cannot accomplish our assigned tasks in the required timeframe."

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Al Sandoval Scholarship winner

Is there a ‘new’ Democratic party?

The winner of the 1992 Al Sandoval Memorial Competitive Scholarship is Chris Ketchum, son of Howard Ketchum, a Local 1245 member employed by Sonic Cable TV in San Luis Obispo, Ca. Ketchum will receive scholarship assistance to the amount of $500 per year for four years of undergraduate study. The theme for this year’s scholarship competition was: “Based on the results of the recent election, is there a new Democratic party?”

By Chris Ketchum

When Bill Clinton took the oath of office Jan. 20, 1993, he not only marked a change in the presidency, he also sent a surge of new energy through the old and brittle bones of a weary Democratic party. With Bill Clinton now occupying America’s highest political position, the 12-year Democratic drought has ended, the White House is now back in the hands of the Democratic party. Unlike past Democratic hopefuls Dukakis and Mondale, Clinton portrayed a more youthful ambition that captured the hearts of the American public, much similar to that of his political hero John F. Kennedy.

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Clinton, the first “baby-boom” president, has given a sort of youthful freshness to a previously stale Democratic party. Clinton has tried to reach out to all of America during his campaign by appearing on MTV and taking his now famous bus tour. He portrayed an image of a down-to-earth, tireless man ready to do what it takes to get the country back on its feet again. Since Clinton’s election he’s made himself available to the American public through “town meetings” and a presidential address. Clinton may not change only the Democratic party, with his new down-to-earth style of politics he might just change Washington. This image spread throughout the Democratic party and united them behind their new party leader, President Bill Clinton.

With Bill Clinton in the White House and the Democrats new-found organization, it would be hard to argue that something hasn’t changed. This change can be seen throughout the nation. A quiet confidence in the President and in the Democratic party, a new Democratic party led by a progressive young president and an organized and unified Democratic party.

This issue of the Utility Reporter contains the results of negotiations with PG&E, to be effective for the most part on Jan. 1, 1993.

Provision of the Targeted Voluntary Retirement Incentive (VR) and Severance Plan will be effective for the remainder of this year depending on the ratification time table and enrollment periods.

Your Negotiating Committee focused on the job security issues in this earlier-than-normal round of general negotiations with PG&E. The priority on job security and the decision to go into early bargaining was based on the Company’s stated intent to downsize the bargaining unit by up to 2000 people by the end of this year.

There are important provisions of this new tentative agreement which will provide benefits to our members.

First, the moratorium on layoffs until June 1st has been extended, removing the concern that layoffs would begin immediately. Under the tentative settlement there will be no layoffs until the conclusion of the VR1 enrollment period. Participation in VR1 by those eligible will greatly impact the depth of demotions and layoffs. The more who opt for VR1, the better off our membership as a whole will be.

Second, the Severance Plan will provide some option for employees who may want to leave PG&E voluntarily. More importantly however, is that if employees are laid off any time during the 4-year term of the agreement, they would be entitled to the Severance Plan benefits.

Third, the agreement extends the 12-month hire period to 30 months and enhances re-employment rights to vacant jobs.

Fourth, in the rapidly changing utility industry, the term of four years provides an added measure of security with respect to the provisions of the labor agreement as well as the continuation of benefits.

The proposed wage increases, the addition of Martin Luther King Jr.’s birthday as a paid holiday, and other improvements helps us to keep pace with the rest of the industry. In addition, we were able to improve the benefit of the current retirees and employees who are on LTD.

While the parties to collective bargaining never totally achieve what they desire, your committee, under the circumstances, feels major gains were accomplished and the offer is worthy of the membership’s consideration.
PG&E agreement

From PAGE ONE
this option will be credited with three additional years of service for purposes of computing their retirement ben-efit. They will not be subject to any early retirement pen-alties.

The tentative agreement also includes Voluntary Severance incentives to targeted employees in Physical and Clerical classifications.

The agreement will be submitted to the union mem-bership for ratification by mail ballot. Ballots will be mailed to members on June 21 and must be received back at the union hall by 10:00 a.m. on July 19.

The full text of the proposed settlement appears as a Special Supplement, for PG&E employees only, in this issue of the Utility Re-porter.

Early Bargaining

The agreement, reached on May 18, was the product of seven weeks of bargain-ing. Although the current contract does not expire until Dec. 31, the union agreed to conduct early bargaining with the company in order to negotiate protections for members who might face lay-off before the end of the year.

The company set the stage for the early bargaining in February when it announced it would have to eliminate 3,000 positions by the end of 1995, including about 500 bargaining unit positions in 1995. In March, however, the company announced entirely different projections, claiming that it now needed to eliminate 2,000 bargaining unit positions immediately.

The union requested—and the company granted—a moratorium on layoffs dur-ing bargaining. The tentative agreement extends that moratorium for several months—until the end of the VR1 enrollment period later this year.

We needed to take action to protect our members and that’s what our union bargaining com-mittee did. To the greatest extent possible, workforce reductions will be on a voluntary basis. At the same time, the committee negotiated wage increases and preserved benefits for the rest of our membership.

Business Manager Jack McNally

Unionists tackle politics

From PAGE ONE

a lukewarm reception from the delegates. Union mem-bers were openly skeptical of Wilson’s formula for job cre-ation: major cuts in the pre-miums employers pay for Woker’s Compensation in-surance, less regulation of business, and curbs on lawsuits.

Some delegates sported buttons proclaiming “No Re-Pete”, a reference to Wilson’s anticipated bid for re-election next year.

Warnings on NAFTA

The North American Free Trade Agreement came under heavy criticism through-out the conference.

John Garamendi warned that NAFTA threatened the state with social and economic chaos.

Graig Merillies, director of the Fair Trade Coalition, said the tide is shifting against the trade agreement as negoti-ated by ex-President George Bush. However, cor-portations that stand to profit from the drain of jobs to Mexico are mounting a fran-tic public relations campaign to save NAFTA.

Merillies informed deleg-ates of several new revelations concerning NAFTA:

• Admissions by econo-mists upon whom Bush re-pared that predictions of job gains in the US are based upon assumptions that clearly are false.

• Southern California Edison’s new prediction that NAFTA will cause grievous deterioration in the state’s economy.

• Warnings that spread of US-style agribusiness opera-tions to Mexico will force an estimated 800,000 subsistence farm families off their lands and set them on the road north toward illegal immigration to the United States.

Existing medical benefits for retirees will be continued under the new agreement. However, the dollar amount paid by the company toward retiree medical premiums will be capped in the year 2000, with the provision that the company agrees to bar-gain over this issue in future General Bargaining.

Members at PG&E who want more information on these and other provisions of the proposed settlement should consult the full text in the Special Supplement in this issue of the Utility Re-porter.
Workers sit in at NLRB office in San Francisco

Unions launch campaign for labor law reform

Several hundred raucous union members demonstrated in front of the National Labor Relations Board headquarters in San Francisco May 27 to demand reform of the nation's labor laws.

Similar demonstrations were held the same day in about two dozen cities around the country, signaling the birth of a significant new movement.

Twenty-one of the San Francisco demonstrators were arrested after they took their protest inside to the fourth-floor offices of the NLRB at Fifth and Market streets. As NLRB Regional Director Robert Miller looked on, the union members sat on the reception area floor and told horror stories about workers who were fired or punished for their organizing activities.

Hotel and Restaurant Employees representatives told Miller that their members had to wait four years for the NLRB to take action against the union-busting activities of Parc 55 Hotel in San Francisco. Representatives of other unions detailed similar complaints.

Miller eventually told the union members to leave. When they refused, they were arrested by city police, handcuffed, and led away.

Over 300 demonstrators representing 32 unions continued picketing in front of police lines guarding the entrance to the building.

The San Francisco sit-in followed the lead of national activists who sat in at NLRB headquarters in Washington DC on May 5. That protest resulted in the arrest of Clothing and Textile Workers President Jack Sheinkman, the Rev. Jesse Jackson, and President Elmer Chatak of the AFL-CIO Industrial Union Department.

Two dozen striking Diamond Walnut workers used the San Francisco protest to launch a 7,000-mile "Journey for Justice" to publicize the Diamond Walnut boycott. As their local Teamster union leader was being booked at San Francisco Hall of Justice, the strikers' bus pulled away toward the Bay Bridge with Teamsters International Vice President Diana Kilmury at the wheel.

The campaign for labor law reform centers on several key demands:

- Ending employer interference in union organizing.
- A simple card-check system for union recognition.
- Stiffer penalties for employer coercion.
- Arbitration of first contracts so that employers cannot endlessly delay coming to an agreement.

As NLRB Regional Director Robert Miller looked on, the union members sat on the reception area floor and told horror stories about workers who were fired or punished for their organizing activities.
Workers Bill of Rights

Women from Valazquez. They mounted a Workers Union in Sinaloa, attended from Local 1245.

By Robin David

Leven hundred trade union officers, labor movement activists and community organizers gathered in Dearborn, Mich. in April for a "Solidarity and Democracy" conference sponsored by Labor Notes.

Labor Notes, publisher of a monthly newsletter, describes itself as the voice of union activists who want to "put the movement back in the movement...ex." Brothers and sisters from all over the US and abroad came together to discuss ways of confronting some of the biggest problems facing the labor movement today.

According to Wages, Campbell's, resulting in better wages for workers, and nurses at Miller's Local 3 found that "delayering management.

The issue of a political party based in the labor movement was hotly discussed throughout the conference.

By Robin David

Sanders, the first independent elected to Congress in 40 years, said the Workers Bill of Rights puts forward a "labor agenda that goes beyond the Clinton corporate agenda." To be part of his "labor agenda," programs must be "ecologically sound, provide for a decent standard of living and create employment."

His program includes raising the minimum wage to $5.50 per hour and job creation through rebuilding the nation's roads, bridges, schools, housing and mass transit, financed by a 50% reduction in military spending. He proposes a national policy guaranteeing paid vacation to all workers and extending the paid time off we now get. This would allow workers to enjoy what we earn and also provide more jobs.

Labor law reform and a "single-payer" national health care program modeled after Canada's program are also part of Sanders's legislative agenda for workers.

Political Action

Political action by labor was the focus of a session featuring Bob Wages, president of Oil, Chemical and Atomic Workers and Elaine Bernard, former chair of the New Democratic Party in the Canadian province of British Columbia.

Canada's third party, the New Democratic Party is based in Canada's labor unions. According to Wages, minority pressure from labor in the political arena was instrumental in getting a single-payer health plan that covers all Canadians.

The issue of a political party based in the labor movement was hotly discussed throughout the conference.

By Robin David

"Bucking the Team"

Buck the Team, a Labor Notes workshop on Employee Involvement programs, spoke right to the issues we are facing at PG&E today.

Through Employee Involvement, workers are supposedly being empowered to create "win-win" agreements with management by going outside of the union contract. Throughout the country, workers are being told to be part of the team: utility workers from East Bay MUD and Con Ed in New York, Teamsters, Mailhandlers, railroad workers, and nurses at Chicago's Cook County Hospital, to name a few.

Bathrooms are being painted in the shops and plants across the land. At General Electric they are "delaying management."

At Kellogg, members of Grain Miller's Local 3 found that "hourly workers" are being empowered to "handle paperwork, training and job assignments."

Wherever these Teams, Quality Circles or Excel programs had gone on the longest, people were the clearest: "teamwork" meant relying on the company in violation of the union. Striving for quality and competitiveness really meant trying to improve our standard of living by backstabbing our co-workers rather than utilizing union solidarity and enforcement of the union contract.

By Robin David

"So long, partner!"

Striving for quality and competitiveness really meant trying to improve our standard of living by backstabbing our co-workers rather than utilizing union solidarity and enforcement of the union contract.

Bargaining Unit Layoffs

A brother from the United Electrical Workers (UE) related that after management was "delayed" the bargaining unit layoffs began. As we traded information it became clear that "design teams" either designed you out of a job or increased your work load and job responsibilities.

A railroad worker from the Brotherhood of Maintenance of Way Employees described their experience at Burlington Northern. After management rejected a proposal for the "Quality Process" to become part of the "Bargaining Process", union members saw this process as a threat to their union and withdrew.

Teamsters at CF PEI, a trucking concern, proposed education and peer pressure to just end participation in their "Excel program."

One union newsletter asked: "Who's Team Are You On?...The company is offering you a position on their TEAM. You already belong to a TEAM. It's called the UNION."

It was strongly suggested that union members participating in company-sponsored teams should meet among themselves first and work out their positions, just like management does.

Workers Bill of Rights

US Representative Bernie Sanders (Independent-VT) set the tone for the conference in a keynote address that outlined his legislative program for the US Congress: the Workers Bill of Rights.

"So long, partner!"
Union workers keep pace with changes

Keeping pace with the changes is part of what makes Local 1245 members a valuable asset to the City of Alameda’s Bureau of Electricity.

And linework has changed plenty in the 36 years since Larry Sanderson joined the IBEW.

“There’s been changes in the way work is done, in the material—it’s changed a hundred percent since I started,” said Sanderson, a foreman with the Bureau. “You stay out of it for three years and you’re lost, everything changes so fast.”

Reflecting the priority the Bureau puts on training, three apprentice linemen recently attended a hot stick school in Roseville—sponsored by the City of Roseville. “They took us step by step through some procedures we hadn’t seen before,” said third-step apprentice Jim McRory.

That training—and union solidarity—paid off at the bargaining table this year when Local 1245 members were able to bargain wage increases with the Bureau even as many municipal workers in California were taking cuts.

Today’s union wages and working conditions are a far cry from the conditions lineman Henry “Bill” Tice encountered when he entered the trade 27 years ago as a non-union worker in Wichita, Ks.

Wages were rotten—Tice says he was making just $1.30 an hour. And safety conditions left a lot to be desired, too.

“There wasn’t anything you couldn’t do,” said Tice. “We were gloving 12 KV back then. I was gloving the first day on the job. The gloves weren’t tested or anything.”

An important part of the safety equation is the man on the ground, according to groundman Lonnie Hasty.

“You gotta keep your eyes on the guys,” said Hasty. “You gotta pay attention to what they’re doing up there. You gotta be looking at the back of their head for them.”

The Alameda Bureau of Electricity says it wants to hold on to its union workers. And no wonder. Skilled union workers are the best bargain going.
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<td>1221  BUELLTON</td>
<td>Antonio's Pizza</td>
<td>J. Lowenbach</td>
<td>12</td>
<td>9</td>
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<td>5:15 p.m.</td>
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<td></td>
<td>1223  DIABLO CANYON</td>
<td>*Margie Doer</td>
<td>G. San Jose</td>
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<td>5:00 p.m.</td>
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<td>1411  CITY OF SANTA CLARA</td>
<td>Round Table Pizza</td>
<td>D. Lockwood</td>
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**San Francisco**

- **1201** SAN FRANCISCO CLERICAL *Sheraton Palace* Chairman: Tuesday 9:00 p.m.
- **1202** SAN FRANCISCO 4 Berry Street Chairman: Wednesday 8:30 p.m.

**Stokton**

- **2001** QUEEN CLARENDON Chairman: Tuesday 9:00 p.m.
- **2002** ANGELS CAMP Chairman: Tuesday 8:00 p.m.

**PACIFIC GAS TRANSMISSION**

- **3012** SANDPOINT Chairman: Tuesday 9:00 p.m.

**Humboldt**

- **3111** EUREKA Hotel Chairman: Tuesday 7:00 p.m.

### Notes
- All events are held at the locations mentioned above.
- Specific times and dates vary by event.
- Please refer to the full calendar for more details.
<table>
<thead>
<tr>
<th>SHASTA</th>
<th>3212</th>
<th>REDDING</th>
<th>Lippincott Pizza</th>
<th>Chairman:</th>
<th>Thursday</th>
<th>7:00 p.m.</th>
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<tbody>
<tr>
<td>3213</td>
<td>BURNEY</td>
<td>Sarin's Pizza</td>
<td>T. Johnson Park</td>
<td>Chairman:</td>
<td>*Tuesday</td>
<td>6:00 p.m.</td>
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<tr>
<td>3214</td>
<td>RED BLUFF</td>
<td>The Green Barn</td>
<td>H. Jesus</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
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<tr>
<td>3217</td>
<td>CITY OF REDDING</td>
<td>Best Western</td>
<td>J. Kropholler</td>
<td>Thursday</td>
<td>5:30 p.m.</td>
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<tr>
<td>NEVADA</td>
<td>3311</td>
<td>RENO</td>
<td>*D. Norris</td>
<td>6:00 p.m.</td>
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<tr>
<td>3312</td>
<td>REDDING</td>
<td>Roundtable Pizza</td>
<td>A. Macleod</td>
<td>Tuesday</td>
<td>6:30 p.m.</td>
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<tr>
<td>3314</td>
<td>CITY OF REDDING</td>
<td>2300 Hillock Dr.</td>
<td>Chairman:</td>
<td>*Thursday</td>
<td>5:30 p.m.</td>
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<tr>
<td>3317</td>
<td>RENO</td>
<td>523 Bush Street</td>
<td>M. Davis</td>
<td>Tuesday</td>
<td>6:00 p.m.</td>
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<tr>
<td>3318</td>
<td>CARSON CITY</td>
<td>541 Peabody Rd.</td>
<td>*B. Semas</td>
<td>*Tuesday</td>
<td>5:30 p.m.</td>
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<tr>
<td>3319</td>
<td>MT. WHEELER/ELY</td>
<td>3457 Ramona, Sac.</td>
<td>G. Ritchie</td>
<td>Wednesday</td>
<td>5:00 p.m.</td>
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<tr>
<td>3320</td>
<td>ELKO</td>
<td>Hwy 50-Frontage Rd</td>
<td>*G. Staffer</td>
<td>Wednesday</td>
<td>6:00 p.m.</td>
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<tr>
<td>3411</td>
<td>CHICO</td>
<td>Hiway 395</td>
<td>*M. Nelson</td>
<td>Wednesday</td>
<td>5:30 p.m.</td>
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<tr>
<td>3417</td>
<td>PARADISE</td>
<td>Hwy 299 E</td>
<td>*B. Burlison</td>
<td>Wednesday</td>
<td>5:30 p.m.</td>
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<tr>
<td>3412</td>
<td>OUINCY</td>
<td>8610 Elk Grove</td>
<td>M. Grayburg</td>
<td>Wednesday</td>
<td>5:30 p.m.</td>
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<tr>
<td>3511</td>
<td>AUBURN</td>
<td>4404</td>
<td>DAVEY TREE/OAKLAND</td>
<td>Tuesday</td>
<td>5:30 p.m.</td>
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<tr>
<td>3512</td>
<td>ROSEVILLE</td>
<td>4406</td>
<td>*M. Nelson</td>
<td>Tuesday</td>
<td>5:30 p.m.</td>
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<tr>
<td>3611</td>
<td>OROVILLE</td>
<td>1774 Calif. St</td>
<td>D. Mitchell</td>
<td>Thursday</td>
<td>6:30 p.m.</td>
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<tr>
<td>3612</td>
<td>MARYSVILLE</td>
<td>4411</td>
<td>*M. Nelson</td>
<td>Thursday</td>
<td>5:30 p.m.</td>
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<tr>
<td>3711</td>
<td>MARIN COUNTY</td>
<td>240 El Camino</td>
<td>Chairman</td>
<td>Wednesday</td>
<td>5:00 p.m.</td>
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<tr>
<td>3712</td>
<td>SANTA ROSA</td>
<td>Mount Table Pizza</td>
<td>B. Syms</td>
<td>Thursday</td>
<td>7:00 p.m.</td>
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<tr>
<td>3713</td>
<td>E. GEYSERS</td>
<td>Lb Rd School House</td>
<td>R. Rannings</td>
<td>Thursday</td>
<td>6:00 p.m.</td>
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<tr>
<td>3714</td>
<td>UKIAH</td>
<td>Discovery Inn</td>
<td>K. Wilson</td>
<td>Thursday</td>
<td>7:30 p.m.</td>
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<tr>
<td>3715</td>
<td>LAKEPORT</td>
<td>Senior Center</td>
<td>B. Dawson</td>
<td>Thursday</td>
<td>7:30 p.m.</td>
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| SACRAMENTO | 3713 | FORT BRAGG/ARENA | Masonic Temple | Chairman: | Thursday | 7:00 p.m. |
| 3717 | W. GEYSERS | Roundtable Pizza | A. Macleod | Tuesday | 6:30 p.m. |

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| CITIZENS UTILITIES COMPANY | 4012 | SUSANVILLE | Grand Cafe | Thursday | 5:30 p.m. |
| 4013 | ALTURAS | The Brass Rail | *M. Nelson | Thursday | 5:30 p.m. |
| 4014 | ELK GROVE | Pizza Bar | *M. Grayburg | Thursday | 5:30 p.m. |
| 4015 | BURNEY - CUC | Sam's Pizza | *B. Borthen | Monday | 5:30 p.m. |

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| DAVEY TREE | 4404 | DAVEY TREE/OAKLAND | Greentee | Chairman | Tuesday | 4:15 p.m. |
| 4406 | DAVEY TREE/PARADISE | Red Line Pizza | Chairman | Thursday | 5:30 p.m. |
| 4411 | DAVEY TREE/SANTA CRUZ | Adolph's | Chairman | Thursday | 6:00 p.m. |
| 4416 | DAVEY TREE/ELMA | Red Roof Pizza | Chairman | Thursday | 6:30 p.m. |
| 4419 | DAVEY TREE/ELDORADO | Angel's Pizza | Chairman | Thursday | 5:30 p.m. |
| 4420 | DAVEY TREE/REDDING | Red Lion Pizza | Chairman | Tuesday | 6:00 p.m. |
| 4421 | DAVEY TREE/BELMONT | San Carlos | Chairman | Wednesday | 5:30 p.m. |

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| OUTSIDE LINE | 4511 | OUTSIDE LINE/SACRAMENTO | BEW Local 1240 | Chairman | Saturday | 10:00 a.m. |
| 4512 | OUTSIDE LINE/RIVERSIDE | 1074 La Cadena Dr | Chairman | Wednesday | 6:00 p.m. |

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* Indicates recent change
NAFTA mindgames: watching liars figure

(Editors note: The following commentary is from a radio commentary by Jim Hightower.)

By Jim Hightower

Yogi Berra said, "Ninety-nine percent of this game is half mental." Well, if Yogi wants to see some real statistical confusion he should check out the mind games being played by the supporters of NAFTA—the North American Free Trade Agreement.

Ross Perot says this treaty will cause "a giant sucking sound" of our jobs going South. Schloop. There they go. Of course, the $100 billion cuts who are pushing NAFTA insist no such thing is gonna happen...in fact, they say the US will gain jobs—and they've got the numbers to prove it.

Of course, figures don't lie. But liars do figure. A statistician is someone who draws a mathematically precise line from an unwarranted assumption to a foregone conclusion. That's what those Washington and Wall Street insiders are doing when they toss out numbers to "prove" what a good deal NAFTA's gonna be.

Well, recently their numbers turned back and hit 'em on the tush. Last month two Big Time Academic Experts, who were repeatedly quoted by George Bush and the whole pro-NAFTA gang, confessed that instead of NAFTA creating a gain of 175,000 jobs for the US of A—as they had claimed in their book...well, actually, overall, NAFTA would cause a job Loss.

It seems they'd meant to include this little point in their book but...well, I guess the dog ate that chart. In making up our minds on NAFTA, academicians are about as useless as hip pockets on a hog.

If you really want to get a sense of whether our country is going to lose jobs in this deal...just check out the number of corporate executives who're already installing trailer hitches on the company limousines.

If you really want to get a sense of whether our country is going to lose jobs in this deal...just check out the number of corporate executives who're already installing trailer hitches on the company limousines.


...FREE AT LAST, FREE AT LAST, THANK NAFTA ALMIGHTY, WE ARE FREE AT LAST.

Labor editor knocks NAFTA

Those who promote the North American Free Trade Agreement are fond of saying that NAFTA will lift up wages for Mexico's workers through "harmonization" with US wages. But if any "harmonization" happens, it's going to be US wages "harmonizing" down rather than Mexican wages "harmonizing" up, according to labor journalist David Moberg, who spoke at the annual meeting of the Western Labor Press Association in San Diego, Ca.

The concept of "harmonization up" is in conflict with the competitive pressures of the global market, Moberg said. Business will simply go to where wages are cheaper. Moberg suggested that US workers would be wise to attack the broader issue: poverty-level wages in Mexico. As long as Mexican wages are low, they will exert downward pressure on US wages.

US workers would benefit, Moberg said, if the US government helped Mexico eliminate its $40 billion debt. Without the burden of that crushing debt, Mexico would not be under so much pressure to attract US industry in order to build up its export industry.

Mexico could then better afford to bring up its standard of living—by increasing the legal minimum wage, for example. Unions should also try to gain more sway over corporate strategy in order to influence companies to stay put in the US rather than flee to Mexico, Moberg said.
You are needed in the fight to stop the North American Free Trade Agreement. Circulate this petition at your workplace and return to the AFL-CIO at the address below by July 15.

Not this NAFTA!

We the undersigned call on President Clinton and Congress to dump the North American Free Trade Agreement as negotiated by George Bush. It's wholly unacceptable and unfair to workers in the United States. As currently written, NAFTA is a bonanza for corporate America. It clearly benefits investors, employers and multinationals, but ignores basic human, environmental and worker rights. Simply encouraging corporations to chase low wages will not result in trade that benefits all citizens.

We say "Not This NAFTA."

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Return signed petitions to:

NAFTA petitions
AFL-CIO
Room 209
815 - 16th Street N.W.
Washington, DC 20006
50-year member had become a legend

Tom Prichard honored for service to union's membership

By Ed Fortier

When Tom Prichard was hired on at PG&E in the late 1930s as a laborer in hydro working on Drum Powerhouse it was for the princely sum of $4 per day.

Tom Prichard passed away May 22 at the age of 83. But shortly before his death Local 1245 had the privilege of honoring Prichard for his 50 years of membership in the union.

Advisory Council member Dewayne Felkins and I went to Prichard’s ranch and presented the award in the presence of his wife of 52 years, Lorraine, and his granddaughter, Julie.

It was the first-ever 50-year award given to a member of Local 1245. The local was chartered in 1941.

Prichard had a long and distinguished career as a PG&E employee and as a union member.

In 1939 he was awarded the position of Apprentice Electrical Machinist. Three years later he was the successful bidder on an Electric T&D Utilityman position.

Prichard was required to do a variety of tasks involving the repair, maintenance and construction of electrical lines and facilities.

Active Unionist

It was about this time that he joined Local 1245 and became active as a shop steward.

He was later appointed to serve on the Joint Grievance Committee, a position he held until his retirement.

He was also active in the early organizing efforts on PG&E property in Drum Division.

In December of 1946 he was the successful awardee on a Combination Man Job, again in Electric T&D. During this period his area covered most of what is now south Placer County down to the Colgate Division border in Lincoln. Among other things he was responsible for all of the PG&E services in his area, including electric and gas service.

Prevented Shutoffs

Among his other responsibilities, Prichard sometimes did collections. It is rumored that anyone who relieved on his assignment had to check with him before shut-offs for non-pay could be completed...often times resulting in Tom making the payment out of his own pocket rather than allow service to be shut off.

Merced ID members receive Life-Saving Award

The IBEW Life-Saving Award was presented to Local 1245 members, John Hicks, Ed Del Dotto, John Goodson, Butch Witherell, Cliff Musick and Carlo Bronzini for their heroic rescue of Bill Soito, a fellow employee and union member at Merced Irrigation District.

The union members helped free Bill Soito when he was buried beneath his tractor after a washed-out bank caved in along the Dibblee Canal in southeast Merced last year. (See the September 1992 issue of Utility Reporter for a full account of the rescue). They moved quickly to dig him down where they thought his face would be in order to get an air supply to him.

Thanks to their efforts, Soito was able to breathe until equipment arrived to get the tractor off of him. Although he suffered broken ribs, a broken shoulder blade and a punctured lung, Soito recovered and is grateful to be back on the job today.

Prichard had to fight through the grievance procedure for this position. He was assisted in this fight by Business Rep. Al Kaznowski.

From that time to his retirement on June 3, 1974, Prichard remained active in the union and dedicated to his service to customers of the company.

Something of a Legend

He had in fact become somewhat of a legend to his friends and co-workers. He also gained the respect of many management people whom he dealt with, including former Division Manager Bill Laughlin.

Prichard had a reputation for being a tireless and tenacious fighter. Due to the fact that he was always well prepared, armed with the facts and contract knowledge, he seldom lost an argument.

It was with great pride and pleasure that Local 1245 bestowed its first 50-year award to Tom Prichard for his 50 years of dedication to our cause.

Our sympathies go to his friends and family.

(Ed Fortier is a Local 1245 business representative.)
Old friends reunite at meeting of Reno chapter

By Orville Owen

On April 29, 37 retirees gathered for the first meeting of the Reno Chapter of the Local 1245 Retirees Club.

Many of us had not seen each other in years. We shook hands and hugged each other like family and reminisced about the good old times.

We elected our officers, who will conduct our meetings. Maureen Adams was elected president. Jay Killgore was elected recording secretary. Ralph Ewing was elected president. Jay Killgore was elected recording secretary.

We discussed the May meeting to explain the Group Legal Services Plan available to retirees. Please note the following schedule of meetings for the Reno Chapter. All meetings are on Thursdays and start at 10:00 a.m. at the IBEW Local 1245 headquarters in Reno.

June 24
July 22
August 26
September 23
October 28
November 25
December 23

Perot funds anti-Social Security campaign

Group seeks to pit young against old

Despite its wide popularity, the nation's Social Security system is under increasing attack from those who want to privatize the system or turn it into a welfare plan. Organizers of a group called "Lead or Leave" have appeared on numerous TV talkshows to charge that older people on Social Security are "ripping off" the young, that only poor elderly persons should receive benefits, and that retirees should get back in payments only as much as they contributed in payroll taxes.

According to a recent story in Senior Citizens News, the two men who head the group are Rob Nelson and Jon Cowan. Each is around 30 years old. They consistently frame their attacks on Social Security as a generational issue, putting the blame for the federal deficit on older Americans and urging young Americans to "square off against our elders."

Despite all the free publicity they've been given, they don't appear to be gaining much strength. Maybe that's because on one of these shows Nelson conceded that his "grassroots" organization had received thousands of dollars from billionaire Ross Perot, and is also receiving funds from Peter Peterson, a financier who served in the Nixon administration and has long advocated privatizing Social Security.

The Washington Post editorialized that the "last thing we need is a generational war," noting that "Social Security and Medicare are designed precisely to keep generational peace. They help relieve younger generations of some of the financial burdens of parental care."

Interest grows in starting chapters

By Orville Owen

We have received communications from former Colgate Division Advisory Council member Larry Casserly, who is interested in establishing a retirees chapter in the Yuba City area. Brother Casserly stated there is a large group of retirees in the Yuba City, Marysville and Oroville area.

We are currently involved in organizing and establishing other retiree chapters in the Fresno, Chico, Santa Rosa and Sacramento areas.

Retired members in those areas are encouraged to contact the Local 1245 Retirees Club for further information. Let's get together! Call the union hall at:

510-933-6060.

Labor unions push anti-scar legislation

Committees in the US Senate and House recently approved the Workplace Fairness Bill, which would ban the permanent replacement of striking workers.

US Labor Secretary Robert Reich said the bill "would foster the equilibrium and stability in industrial relations that are crucial to the health of our economy."

However, the bill faces a possible Republican filibuster on the Senate floor. California's US Senators- Barbara Boxer and Dianne Feinstein-support the bill.

Retirees can help this important bill see the light of day by encouraging Boxer and Feinstein to make passage of the Workplace Fairness Bill a top priority.

Remember: When work-

ers have a meaningful right to strike, they have greater clout at the bargaining table. That strength is important for current members-and for retirees, too!
Union stewards at PG&E turn out in large numbers for training conferences

Local 1245 stewards at PG&E were briefed on a wide range of issues by Business Manager Jack McNally and the union staff at the union’s annual regional training conferences. The first of the six conferences was held the same week PG&E announced its restructuring plans, which included sobering news about workforce reductions. The threat of layoffs and the early start to general bargaining helped produce large turnouts at this year’s conferences.

San Jose
Feb. 20

Vida Anderson  
Rick Bentler  
Richard Bidinost  
Robert Dalley  
Mary Davis  
Fred DeAguinaga  
Clark Dotson  
Joe Fradin  
Richeille Gallegos  
Art Garza  
John Grube  
George Hernandez  
Manny Hernandez  
Ron Hill  
Tom Hutchinson  
Michael Jensen  
David Mackley  
Pete Mandon  
Richard Manley  
Dale Mann  
Rebecca Marquez  
Daniel Melaneophy  
Robin Morrison  
John Nolan  
Gerald Roza  
Karen Russell  
Barbara Saunders  
Paul Shirley  
Pam Stevens  
Pat Stoffey  
Robert Stortment  
James Vermilyer  
Vincent Whitmer  
Mike Davis

San Luis Obispo
Feb. 27

Fidelia Barrios  
Chet Bartlett  
Bill Bell  
Gregg Burk  
Alexander Castillo  
Brenda Ceves  
Ralph Chavez  
Bob Edle  
Everett Flowers  
Kim Fredrickson  
Steven Greenberg  
Sharon Gripp  
Lynda Holloway  
Matthew Huazark  
John Jacobson  
Joseph Johnson  
Jeffrey Knielsley  
Dean Mooney  
Dei Rodriguez  
Steve Silva  
Frank Teague  
Gary Uratsu  
Wayne Wellman  
Tina Joseph  
Chris Paris  
Brooks Thorup

Concord
March 27

Jeff Howard  
Clifton Jackson  
Kiril Jefferson  
Natalie Johnson  
Allyn Jones  
Craig Joseph  
Wil Joseph  
Daniel Kelly  
Brandon King  
Gary Lating  
Scott Lombardi  
Felicia Mack  
Larry Magnoli  
Carl Makarczyk  
Michael McGinley  
Shannon McKinney  
Andy McKinsey  
Mark McLeod  
David Meier  
Julio Mejia  
John Mendoza  
Ken Mockel  
Peter O’Driscoll  
Robert Olague  
George Orayli  
Millie Philips  
Doris Pierce  
John Pirier  
Bob Quinn  
Najaraja (Dada) Rao  
Theodore Rios  
Daniel Robertson  
Frank Robertson  
Al Salinas  
Michael Saner  
Tony Santos  
Brad Schuback  
Sherick Slattery  
William Smith  
John Sunseri  
Gary Surrus  
Jerry Takeuchi  
Michael Thomas  
Ron Thomas  
Douglass Thorne  
Thomas Thorne  
Jerry Totes  
Carol Turk  
Caleb Turner  
Rocky Vain  
Jeffrie Van Hook  
David Venarucci  
John Vematter  
Nancy Villa  
John Vincent  
Kenneth Welsh  
David Walters  
Tommy Warren  
Michael Williams  
Rudy Woodford  
Frances Wycoff  
Gwen Wynn  
Tom Young  
John Callejas  
Tim Hennessy  
Gary Costigan  
Henry House  
Tom Fromm  
Sal Culcas  
Bernard Smallwood  
Leonard Wise  
Jim McCauley  
Michael Emerson  
Walter Mims  
Robert Bustamante
REGIONAL STEWARDS TRAINING CONFERENCES

Fresno
April 3

Jerry Adamo  
Pete Altamirano  
Mary Barber  
Michael Broccolini  
Gilbert Chavez  
Wayne Cook  
Joseph Cummins  
Darlene Divine  
Ed Dwyer  
Karl Feil  
Harold George  
Michael Grill  
Lee Harling  
Diana Herr  
Bill Howard  
Rhonda Iriart  
Linda Jurado

Diane Laurent  
James Little  
Dale Lucas  
Ed Mallory  
Marshall Massey  
Dan Mayo  
Terry McElhaney  
Glenn McGuire  
Gilbert Mendez  
Emet Miranda  
Calvin Moss  
Ron Newton  
Joy O'Hagan  
Daniel Patrick  
Sal Perales  
Joseph Perry

Steve Potter  
Daniel Pronold  
Robert Richersn  
David Scott  
Jack Scott  
Allen Simms  
Jim Stamper  
Arthur Verret  
Arthur Wert  
Robert Whitley  
Dennis Wilson  
Mike Miller  
Denis O’Heil  
Patrick Dennis  
Dennis Panoo  
Bryan Bock

Stewards training in Fresno.

Sacramento
April 24

John Allen  
Terrance Andreucci  
David Armstrong  
Vic Badasow  
James Basgall  
Anna Bayless  
John Bender  
Michael Brady  
James Bray  
Ken Brown  
Martin Brutlag  
Luckey Carter  
Gary Cassilagio  
Steve Chapman  
Jim Clemons  
Jim Clifton  
Allen Collier  
Thomas Conwell Jr.  
Arlene Cook  
Dennis Corry  
Lee Covington  
John Cox  
Howard Danielsen  
Rick Davis  
Grover Day  
Dan Dennis  
Dominick Dice

Mike Dickinson  
Joel Deloff  
Rodney Dyer  
Patti Eide  
Frank Elliott  
Arthur Eschado  
DeWayne Felkins  
Terrl Ferguson  
Arlene Filter  
Wayne Flippin  
Anthony Fortune  
LeRoy Franklin II  
Sam Gamez  
Patrick Gates  
Dennis Goodman  
Marie Graham  
Ronald Greenwood  
Randy Greer  
Jack Hall  
Mike Hamm  
John Harper  
Skip Harris  
Elbert Harte  
Lon Hollingshead  
Larry Hope  
William Hopford  
Barry Humphrey

Harvey Iness  
Danny Jackson  
Mike Johnson  
Jim Jurkiewicz  
John Kepus  
Al Knudsen  
Lanny Larsen  
Christine Lay  
Jerry Lee  
Robert Lovett  
Bill MacKay  
David Maudlin  
Ray Morale  
Scott ROWy  
Stuart Neblett  
Dale Noble  
Darryl Norris  
Michael Oelrichs  
Margaret Orozco  
Gary Outlaw  
Daniel Parmenter  
Mark Patterson  
Jean Portier  
Jimmy Ramirez  
John Rasmussen  
Mike Richards  
Ralph Rigg

Terry Rist  
Nick Salvatorelli  
Bonnie Sema  
Alvina Sobers  
Annette Spencer  
James Stephenson  
Kit Stice

Arnold Streetman  
Stanley Teasunt  
William Tomlinson  
Rod Trunnell  
Wilfred Vaalaria  
Frank Vaugh  
Mike Vrooman

Stewards training in Sacramento.


Jerry Anderson  
Ted Bare  
Don Bettencourt  
Craig Bianchi  
Mike Bundy  
Larry Bunte  
Danny Burns  
Dave Castelli  
Barry Claybaugh  
Sandi Damitz  
Corrine Dauer  
Elizabeth Davis  
William Dawson  
H.V. Everett  
Art Fahnner  
Larry W. Finch  
Larry C. Finch  
Ralph Freeland Jr.  
David Fritz  
Stephen Gerst  
John Grant Jr.  
Michael Grossman  
Ken Rawies  
Norma Ricker  
Roy Runnings  
Bob Saunders  
David Silveira  
Gary Silver  
Keven Smith  
Cliff Spleatta  
George Stokes  
Lloyd Stottsberry  
Lam Stubblefield  
Barbara Symons  
Norman Tkachenko  
Artis Watson  
Ken Wilson  
Bob Wilmer  
Jim Findley  
William Balsley  
Russ Calvery  
John Edwards  
John Williams  
Ray Gallagher  
John Garland

Stewards training in Sacramento.

June 1993  Utility Reporter  15
NINTH ANNUAL
IBEW LOCAL 1245
GOLF TOURNAMENT

Saturday, August 21, 1993
Alameda South Golf Course, Alameda
Shotgun Start at 7:00 a.m.

• Perpetual Trophy
• Low net Trophy
• Low Gross Trophy
• Three Trophy Flights
• Hole-in-One Prizes
• Long Drive Prizes
• Bar-B-Q Lunch
• Beer & Soda on Course
• Drawing for Many Prizes

Registration Form

1. NAME ______________________________________
ADDRESS ______________________________________
TOWN ______________________________________

2. NAME ______________________________________
ADDRESS ______________________________________
TOWN ______________________________________

3. NAME ______________________________________
ADDRESS ______________________________________
TOWN ______________________________________

4. NAME ______________________________________
ADDRESS ______________________________________
TOWN ______________________________________

$65.00 Entry Fee
(Includes Cart)

Entry Deadline:
August 1, 1993
Lunch and Awards
Immediately Following at:
Lincoln Park
1450 High Street
Alameda

Contact Frank Saxsenmeier
(510) 933-6060
or (415) 898-1141

Whatcha Waitin' For? Enter Today!

Blind Bogey Scoring

Guest Are Welcome

Limited to 144 Players

Utility Reporter June 1993
Tentative Contract Settlement
between
IBEW Local 1245
and
Pacific Gas & Electric Co.

Key to Contract Language
Added language is underlined
[Deleted Language is boldfaced and bracketed]
Union-provided explanations are in shaded areas
UNION BARGAINING COMMITTEE
The Local 1245 bargaining committee for 1993 General Bargaining with Pacific Gas & Electric Co. consisted of:

Donna Ambeau  Jeff Knisley  Jack McNally
Wendy Bothell  Bob Martin  Darrel Mitchell
Michael Brochini  Debra Mazzanti  Robert Olsen
Al Calleros  Nagaraja (Dada) Rao
Dorothy Fortier  Dan Robertson
Pat Gates  Roger Stalcup
Chris Habecker  Howard Stiefer

Contents

Company Cover Letter  Pages C - E
Physical Agreement  Pages F - I
Clerical Agreement  Pages J - M
Benefit Agreement  Pages M - O
Medical, Dental, Vision Benefit Agreement  Pages O - P
Cover Letter from the Company:

May 24, 1993

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This letter and its attachments will confirm the Company's understanding of the settlement reached on May 18, 1993, between the Company's Negotiating Committee and the Union's Negotiating Committee in the 1993 Negotiations with respect to the IBEW Agreements between Company and Local Union 1245, IBEW.

1. Wages

The Company will grant a general wage increase of three percent (3.0%), effective January 1, 1994, three and one-quarter percent (3.25%), effective January 1, 1995, and three and one-quarter percent (3.25%), effective January 1, 1996. Notwithstanding the provisions of Section 500.1 (25.1), either party may reopen this Agreement with respect to the subject of wages by giving notice of such reopening to the other party 30 days prior to January 1, 1997.

2. Joint Study of Compensation Issues

The parties agree to conduct a joint study of compensation issues during the term of the agreement. The design of this joint study may include industry and subject matter experts acting as a resource to the committee in order to facilitate open dialogue and collaborative problem solving relative to a broad range of compensation issues. Any recommendations subsequently adopted by this committee would then be forwarded to the respective bargaining committee for negotiation.

3. Electronic Bulletin Boards

The parties agree Company's electronic bulletin boards fall within the scope and intent of the provisions of section 5.1 of the Physical and Clerical Agreements. Accordingly, the parties will develop the means to provide Local 1245 access to such bulletin boards.

4. Interim Negotiations

Company and Union recognize that PG&E's reorganization will necessitate negotiations between the parties during the term of the Agreement. Company and Union agree that these negotiations are of paramount importance and further commit to good faith efforts to successfully complete the negotiations.

Company and Union agree to handle the following list of topics in Ad Hoc Negotiating Committees:

1) A review of the Clerical, Physical, Benefit and the Medical, Dental and Vision Agreements to determine where it is necessary to update language, including provisions referring to company's structure (such as "regions"). This item is to be addressed and completed prior to any other interim negotiations on this list.

2) A study of CES Gas and Electric work including a review of such work being performed by other utilities, gas and electric crew assignments and related lines of progression, job definitions and rates of pay.

3) A creation of the Technology Board to review impact of new technology on bargaining unit work including modification to job definitions, lines of progression, and rates of pay.

4) A review of employee involvement/participation committees including modifications and updating of existing letters of agreement.

(Company Cover Letter Continued on Page D)
5) Committees to act on the recommendations of the four technology subcommittees established by Letter Agreement 92-97.

6) A review of all the provisions of Section 202.17, including the current 202.17 clarification.

5. Retiree Benefits

The company shall continue to bargain in good faith with the Union over all Benefit issues pertaining to current retirees.

6. Severance Agreement

In the normal application of Sections 206.7 and 19.7 of the Physical and Clerical Agreements respectively, a senior employee may elect to take layoff in place of the junior employee in the affected classification and headquarters. In such event, the employee electing layoff is treated the same as any other employee being laid off for lack of work. However, in Application 1 of Letter Agreement 93-42, an employee volunteering to take a layoff for lack of work in place of a junior employee will be treated as an employee electing to resign.

Additionally, Company will submit a copy of the Severance Agreement and Release form to the Union for review and comment.

7. Voluntary Retirement Incentive Program

Company's proposal for VRI is intended to include all bargaining unit departments except for the following:

**PHYSICAL**

- Materials Distribution - Machine Shop
- Electric and Utility

**Accounting and Computer Operations Department**

- Electric Department - Meter Maintenance (except for telecommunications)
- Operating Clerical-Hydro

**Gas Department**

- Measurement & Control (except for Region Gas Control Operators)
- Gas Meter Repair Facility

**Pipe Line Operations**

- Transmission Maintenance
- Technical Maintenance

**Steam Generation and NPG Departments**

**Water Department**

**GC Line Construction (except for Paint)**

**GC Gas Construction**

**GC Fleet Management**

**GC Clerical Services**

**CLERICAL**

**Vice President and Controller**

Company agrees that there will be no layoffs until the conclusion of the VRI enrollment period. Notwithstanding the provisions of Letter of Agreement No 88-104, the department "Floor" numbers shall be reduced by the number of employees electing the VRI.

Additionally, Company will submit a copy of the Voluntary Retirement Incentive Election form to the Union for review and comment.

8. Use of Part-Time Clerical Employees

The parties agree to amend the provisions of Clerical Agreement 17.6(c) in the following manner:

Increase the maximum allowable number of clerical employees that may be assigned to part-time employment as follows:

As of June 1, 1993 calculate 4% of the current full-time clerical bargaining unit.

To this number will be added seventy-five percent of the total number of clerical employees who voluntarily leave the Company from June 1, 1993 through December 31, 1993. The new maximum percentage will be the above sum divided by the full-time clerical bargaining unit on December 31, 1993.

*(Company Cover Letter Continued on Page E)*
9. Attachments

Attached are amended contract sections as agreed to during the negotiations, as follows:

A. Physical Agreement and its Exhibits, Supplements and Clarification's
B. Clerical Agreement and its Exhibits, Supplements and Clarification's
C. Benefit Agreement
D. Medical, Dental and Vision Agreement

If any of the above or the attachments thereto are not in accordance with your understanding of our settlement, please let me know immediately.

Sincerely,

/s/ R. L. Bailey

RLB:nib

Attachments

(End of Company Cover Letter)
IBEW LOCAL 1245/PG&E TENTATIVE SETTLEMENT

PHYSICAL AGREEMENT

TITLE 101. LEAVE OF ABSENCE

101.1 ELIGIBILITY

Explanation: Provides for adhering to the provisions of the Family Rights Act and the Family and Medical Leave Act.

In addition to the provisions of this Title, it is the intent of the parties to include leave benefits as mandated by state and federal law, including both the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

101.1 Language Unchanged.

103.1 HOLIDAY ENTITLEMENT

Only regular employees who are not on a "leave of absence" and who:
(a) Language unchanged.
(b) Language unchanged.
(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 103.7, be entitled to have the following holidays off with pay when they fall on a workday in such employee's basic workweek:

New Year's Day (January 1)
Martin Luther King, Jr. Day (3rd Monday in January)
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 (November 11)
Thanksgiving Day (4th Thursday in November)
Friday after Thanksgiving
Christmas Day (December 25)
Three Floating Holidays (see Section 103.3)

(206.8 of the Physical Agreement and LABOR AGREEMENT INTERPRETATION)

(Added 1-1-91) 1-1-94

103.1 Language Unchanged.

103.3 SERVICE

Service is defined as the length of an employee's continuous employment since his/her Employment Date with Company, a Predecessor Company, any Company or association named in Section 106.2 above, and as provided hereafter in Section 106.4. The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason or layoffs for lack of work which is in excess of the time provided for in Subsection (a) below. The following periods of absence shall count as service for purposes of this Agreement and shall not constitute a break in service: (Amended 1-1-91)

(a) Reasons for layoff for lack of work: (1) if the employee has regular status but less than five years of service at the time of layoff and so long as such employee has been absent less than (one) thirty, continuous (year) months. (Amended 1-1-88)

(b) If the employee has five years of service or more at the time of layoff and has been absent less than two continuous years. (Added 1-1-84) (Deleted 1-1-94)

Remaining language unchanged.

106.1 GENERAL RULES (REGULAR EMPLOYEES)

The provisions of this Title 206 which are applicable to employees with one continuous year 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 shall be applied in such manner as to give effect to the following:

Remaining language unchanged.

106.1 Language Unchanged.

106.6 MOVING ALLOWANCE

(a) When an employee is displaced under the provisions of this Title because of lack of work at his/her headquarters, and the employee's new headquarters is beyond a commutable distance from his/her residence, Company shall reimburse the employee for the reasonable costs incurred in connection with moving his/her household in a sum not to exceed $2,000. (Amended 1-1-91) 1-1-94

(b) Reasonable costs as referenced above shall include and are restricted to:

1. Transportation of the employee and his immediate family to the new headquarters location (one trip only).
2. Meal and motel expenses for the above incurred on moving day when movers cannot complete the move on the same day.
3. Moving of furniture and household goods to the new residence.
4. Cost of containers to be used in moving less applicable credits for returned items, such as, barrels, wardrobes and boxes.
5. Reasonable insurance on furniture and household goods.
6. Installation of television antenna or cable connections.
7. Piping and wiring costs to accommodate moved appliances.
8. Reasonable costs of any and all non-refundable deposits and or hook-up fees for water, garbage, telephone, gas and electric.

All expenses not specifically covered above are excluded from payment under this Section.

Notice of intent to move must be filed by the employee within 90 days after his/her transfer in order to qualify for reimbursement of moving expenses outlined above. All requests for reimbursement for moving expenses must be presented together with proper receipts before payment can be granted.

(c) "Beyond commutable distance," as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his/her present residence. (For clarification, see Supplement to Section 206.8 Labor Agreement Interpretation.) (Amended 1-1-91) Amended 1-1-94

106.8 MOVING ALLOWANCE

For clarification, see Supplement to Section 206.8 Labor Agreement Interpretation.

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

TITLE 206 - Demotion and Lay Off Procedure - Physical Agreement

TITLE 19 - Displacement, Demotion and Layoff - Clerical Agreement

Reasonable costs as provided in Sections 206.8 of the Physical Agreement and 19.8 of the Clerical Agreement shall include and are restricted to:

1. Transportation of the employee and his immediate family to the new headquarters location (one trip only).
2. Meal and motel expenses for the above incurred on moving day when movers cannot complete the move on the same day.
3. Moving of furniture and household goods to the new residence.
4. Cost of containers to be used in moving less applicable credits for returned items, such as, barrels, wardrobes and boxes.
5. Reasonable insurance on furniture and household goods.
6. Installation of television antenna or cable connections.
7. Piping and wiring costs to accommodate moved appliances.

All expenses not specifically covered above are excluded from payment under these Sections.

Notice of intent to move must be filed by the employee within 90 days after his transfer in order to qualify for reimbursement of moving expenses outlined above. All requests for reimbursement for moving expenses must be presented together with proper receipts before payment can be granted.

For Union  
/s/ RONALD T. WEAKLEY  
Its Business Manager

For Company  
/s/ I.W. BONBRIGHT  
Its Manager of Industrial Relations

Date: January 6, 1971

206.8 and SUPPLEMENT TO SECTION 206.8
Explanation: Increases the moving allowance to $2,400. Adds reasonable cost of non-refundable deposits/hook-up fees for water, garbage, telephone, gas and electric to the covered items. Moves the supplement from the back of the Agreement to this contract section.

206.9 ACCELERATED PROMOTION
For the purpose of enabling employees who have been demoted or transferred 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 status on an accelerated basis, Company will give preferential consideration in the following sequence to the bids and transfer applications submitted by such employees on any job vacancy:
(a) Language unchanged.
(b) Language unchanged.
(c) Should an employee return to a classification and/or Line of Progression under the provisions of Section 206.13 other than one from which such employee was demoted, transferred or laid off, such placement shall not be considered as voluntarily removing himself/herself from the Line of Progression to which such employee would have accelerated promotional rights under the provisions of this Section. (Added 1-1-94)

Remaining language unchanged

206.9 Explanation: Provides for an employee to retain his/her accelerated bidding rights when choosing to be reemployed in a classification or Line of Progression from which a employee was not demoted, transferred or laid off.

206.13 REEMPLOYMENT PROVISIONS
(a) Notwithstanding the provisions of Section 205.5, any other provision of this Agreement, a regular (full-time) employee who has been laid off for lack of work pursuant to the provisions of this Agreement for a period of one year or more, and who had one or more years of Service at the time of layoff shall be entitled to preferential rehire in the reverse order of layoff as follows: on the basis of Company Service at the time of layoff, providing that the laid-off employee keeps the Company informed in writing of the current mailing address and telephone number for contact and the Part II Bidding Unit(s) and/or Part III Promotion-Demotion Geographical Areas(s) for which reemployment will be accepted and whether the laid off employee wants to be considered for part-time employment. The employee will be notified of the proper method for informing the Company. Company shall maintain one address to which the above notice may be mailed. (Amended 1-1-94)

(b) When a vacancy exists in a [beginner's job in the Line of Progression in the Region or General Office Department from which one employee was laid off] (i) beginning classification covered by this Agreement. or, (ii) classification above beginning level that is not filled pursuant to the provisions of Section 206.7 (a) through (d) or Section 306.5 of this Agreement. or, (iii) part-time position that is not filled pursuant to the provisions of Section 205.5 (a), (b) or (d) of this Agreement.

Company shall provide notice of openings for reemployment as follows: (Amended 1-1-94)

(1) By calling the last telephone number furnished by the laid-off employee and offering reemployment. It contacted by telephone, such employee must advise Company whether or not such employment will be accepted within three working days and the employee must be available for work within seven calendar days. (Added 1-1-94)

(2) If the laid-off employee cannot be reached by telephone, Company shall [send] forward notice by Certified Mail Return Receipt Requested of openings for reemployment to the last mailing address as furnished by the laid-off employee.

Within [seven] three working days after such notice is received at such mailing address, such laid-off employee must advise Company whether or not he/she accepts such reemployment. the reemployment offer will be accepted, and the employee must be available for work within seven calendar days after receiving Company. If the certificate letter is returned undelivered, such employee will be considered terminated, and the next employee on the laid-off list may be notified of the opening. (Amended 1-1-94)

(3) 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 Service at the time of layoff. If no employee remains on the laid-off list, the provisions of Section 205.5 shall be invoked. Employees recalled shall report to work within seven calendar days after advising Company of their acceptance of reemployment. If they fail to report within such time, they shall be considered terminated with no further reemployment rights under this Section. An employee returning to a beginner's job under the provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he/she returns. (Amended 1-1-88)

(4) Company shall not be required to contact laid-off employees when the openings for reemployment are outside the Part II Bidding Unit(s) and departments and/or the Part III Promotion-Demotion Geographical Areas(s) and department(s) in which such employee has indicated a desire to accept reemployment.

(5) If Company cannot contact the laid-off employee by telephone and if no reply is received by Company within three working days after notice is received at the employee's mailing address, the [lay-off] employee remains on the laid-off list; the provisions of Section 205.5 shall be invoked. If the laid-off employee declines an offer of part-time employment, such employee will not be considered for reemployment to future part-time positions. (Added 1-1-94)

(b) An employee returning to a classification 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/she returns. (Added 1-1-94)

206.13 Explanation: Increases from 12 months to 30 months the period of time for preferred rehire. Gives preferred rehire rights, based on Company Service, to any beginning or part time job in the Agreement and non-beginning jobs not filled by the bidding procedure. Adds language to clarify the recall procedure.

TITLE 207. MISCELLANEOUS

207.1 Language unchanged.

207.2 It is recognized that Company has the right to have work done by outside contractors. In the exercise of such right Company will not make a contract with any other firm or individual for the purpose of dispensing with the services of employees who are engaged in maintenance or operating work.

(a) Company shall only contract after all efforts are made to use qualified Company resources, including optimum use of voluntary overtime and consideration of General Construction personnel.

(b) Company shall not contract any work normally performed by the bargaining unit if such contracting is intended to reduce or has the effect of reducing the regular work force by attrition, demotion, displacement or layoff. Layoffs, demotions and displacements shall not originate at a headquarters and in a department where Company is contracting work. Further, the total size of the bargaining unit in that department shall not be reduced by attrition in the system while such work is being contracted.

(c) De minimis contracting does not invoke the terms of this section. De minimis is defined as contracting less than 2080 hours annually in a department at a headquarters where there is a minimum of 10 bargaining unit employees in the department at the headquarters.

In every instance where Company invokes the provisions of this subsection, Company shall provide to the Local Union: (1) the name of the contractor, (2) a brief description of the work being contracted, (3) estimated number of hours of work being contracted, (4) the headquarters and department at which such contracting is to take place. This information is to be provided to the Local Union prior to the commencement of work by the contractor.

As a condition of the contract with such contractor, Company agrees to require the contractor to provide to the Local Union information on the number of hours worked by such contractor. This information shall be provided to the Local Union on request.

If it is determined that the provisions of this subsection have been violated in a department at headquarters, such department at a headquarters shall be prohibited from further de minimis contracting for a period of 12 months thereafter.

(d) On a quarterly basis, Company shall provide to Union a listing of all employees
covered by this section, including name, social security number, date of hire, and department. Department designation for this list shall be as identified below. Company shall immediately begin the process of filling positions that are vacated in a covered department. Company shall provide to the Local Union Business Representative documentation demonstrating Company is actively in the process of filling covered vacancies.

(c) The departments for the purpose of this section are:

**ELECTRIC**
1. Transmission and Distribution
2. Substation Maintenance
3. Substation Operating
4. Hydro Maintenance
5. Hydro Operating
6. Meter
7. Office
8. Hydro Clerical
9. Telecommunications

**STEAM & NUCLEAR GENERATION**
1. Operating
2. Electrical Maintenance
3. Mechanical Maintenance
4. Technical Maintenance
5. Clerical

**MATERIALS DISTRIBUTION**
1. Warehouse (including Central Distribution Center)
2. Pipeline Yard and Plant
3. Machine Shop
4. Electric Utility and Hydro-electric Maintenance

**CUSTOMER SERVICES**
1. Customer Services

(6) When returning a non-unit employee who formerly was in the collective bargaining unit to a classification covered by Title 200 of the Physical Agreement, Company shall not demote, displace or layoff a current unit employee in the department receiving the non-unit employee. Additionally, for the purposes of Titles 205 and 206 only, such employee shall have a seniority date of their most recent re-entry into the bargaining unit. Effective January 1, 1991 or after the completion of one calendar year in the bargaining unit, whichever occurs later, such employees shall utilize their employment date as defined by Title 106 for the purposes of Titles 205 and 206. (This application shall continue beyond January 1, 1991 unless otherwise notified by the parties.)

A non-unit employee who has never worked in the bargaining unit may not be placed into the bargaining unit by application of section 206.10.

207.2 Explanation: Adds Letter Agreement 88-104 to the contract. Allows for contracting up to 2090 hours per year if there are ten employees in a department at a headquarters. Provides that Company furnish the Union with information on contracting, contractors and number of employees covered by the section. Allows for accounting on system wide basis. Updates language.

**TITLE 301. EXPENSES - FIELD EMPLOYEES**

301.1 APPLICATION

Employees who are transferred from a present headquarters to one at a new location, or who are reemployed at a new location within one year thirty months after layoff for lack of work at a previous location, shall be allowed expenses as provided for in Section 300.1. Transfer to a new location or reemployment at a new location shall mean one of the following: (Amended 1-1-91)

(A) Language unchanged.

(B) Where written notice has been provided to Company by an employee who has been transferred or reemployed in other General Construction Departments or Lines of Progression under the provisions of Title 306. Company shall return such employee to (a beginer's) any classification previously held which the Company intends to fill in the employee's original or intermediate Lines of Progression to which the employee has indicated he/she will return. (Amended 1-1-91)

An employee who declines to return to (the beginer's) a classification in a former (the) Line of Progression for which he/she has indicated willingness to return will forfeit any further preferential rights to return to such Line of Progression. Such employee will retain preferential rights to those Lines of Progression the employee has not declined. (Amended 1-1-94)

In considering notices received from two or more employees under the provisions of this Subsection (b), Company shall give preferential consideration to the notice made by the employee who has the greatest Service.

(c) Language unchanged.

(d) Language unchanged.

306.9 Explanation: Provides for an employee to retain his/her accelerated bidding rights when choosing to be reemployed in a classification or Line of Progression from which a employee was not demoted, transferred or laid-off.

306.14 [REHIRE] REEMPLOYMENT PROVISIONS

(a) Notwithstanding any other provisions of this Agreement, a regular employee who has been laid-off for lack of work pursuant to the provisions of this Agreement for a period not in excess of one year thirty months, and who has two (two) years or more of Service at the time of layoff shall be entitled to preferential rights on the basis of Company Service at the time of layoff, providing that the laid-off employee, each calendar month following layoff, keeps the Company informed in writing of the current mailing address and telephone number for contact and the Part III Promotion-Demotion Geographical Area(s) and/or Part II Bidding Unit(s) for which reemployment will be accepted and whether the laid-off employee wants to be considered for part-time employment. The employee will be notified of the proper method for informing the Company. Company shall maintain a list of.prev.306.9 (c)
deliverable, such employee will be considered terminated, with no further reemployment rights under this Subtitle, and the next employee on the laid-off list may be notified of the opening. If the laid-off employee does not accept reemployment to a full time position or report for work within the time periods provided in this Subsection, such employee will be considered terminated with no further reemployment rights under this Section, and the next employee on the laid-off list may be notified of the opening. If the laid-off employee declines an offer of full-time employment, such employee will not be considered for reemployment to future part-time positions. (Amended 1-1-91)

(b) When a vacancy exists in a (beginer's) job in the Line of Progression in a department of General Construction in which the employee formerly worked, and from which the employee was transferred or laid-off under the provisions of this Title,

(i) beginning classification covered by this Agreement, or,

(ii) classification above beginning level that is not filled pursuant to the provisions of Section 305.5 or Section 205.7 (a) through (d) of this Agreement.

Company shall provide notice of openings for reemployment as follows: (Amended 1-1-94)

(1) By mailing the telephone number furnished by the laid-off employee and offering reemployment. If contacted by telephone, such employee must advise Company whether or not such employment will be accepted within 24 hours or three working days and the employee must be available for work within five working days.

(2) If the laid-off employee cannot be reached by telephone, Company shall forward notice by Certified Mail Return Receipt Requested of openings for reemployment to the last mailing address as furnished by such employee.

Within three working days after such notice is received at such mailing address, the laid-off employee must advise Company (by telephone) whether or not the reemployment offer will be accepted, and the employee must be available for work within 24 hours or seven calendar days after so advising Company. If the certified letter is returned undeliverable, such employee will be considered terminated, and the next employee on the laid-off list may be notified of the opening.

(3) To expedite rehiring, more than one employee may be notified of an opening, but priority shall be given to employees with the greatest Service in the order of notice.

(4) Company shall not be required to contact laid-off employees when the opening for reemployment is outside the Part III Promotion-Demotion Geographical Area(s) and department(s) and/or the Part II Bidding Unit(s) and department(s) in which such employee has indicated a desire to accept reemployment.

(5) If Company cannot contact the laid-off employee by telephone and no reply is received by Company within three working days after notice is received at the employee's mailing address, or if the laid-off employee does not accept reemployment to a full time position or report for work within the time periods provided in this Subsection, such employee will be considered terminated with no further reemployment rights under this Section, and the next employee on the laid-off list may be notified of the opening. If the laid-off employee declines an offer of part-time employment, such employee will not be considered for reemployment to future part-time positions. (Amended 1-1-91)

(b) An employee returning to a classification under the provisions of this
TITLE 400. INTERIM NEGOTIATIONS

400.1 From time to time during the term of this Agreement, grievances which have been timely filed concerning the interpretation and application of the provisions of this Agreement may be "Suspended" pursuant to the provisions of a Letter Agreement dated November 1, 1973, as amended March 8, 1974. Additionally, Company and Union may agree to enter into interim negotiations to clarify, modify, add to, or delete from the provisions of this Agreement. This Title authorizes the establishment of Ad Hoc Negotiating Committees from time to time to resolve such disputes. (Amended 1-1-94)

400.1 Explanation: Clarifies interim negotiations.

400.2 Language unchanged.

400.3 Language unchanged.

400.4 The Committee is authorized to settle the dispute referred to it and issue a final and binding decision thereto and issue Letters of Agreement or Letters of Interpretation revising and adding to this Agreement where necessary to effectuate the Committee's settlement. Without such agreement, neither Party may implement any change to this Agreement unless specifically provided for in this Agreement. (Amended 1-1-94)

400.4 Explanation: Clarifies interim negotiations.

TITLE 500. TERM

500.1 TERM

This Agreement, having taken effect as of September 1, 1952, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of January 1, 1991 through December 31, 1997, 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. (Amended 1-1-91)

500.1 Explanation: Provides for a four year Physical Agreement.

500.3 GENERAL WAGE INCREASES

(a) Effective January 1, 1991, the basic wage rates established for January 1, 1991 in Exhibit X of this Agreement shall be increased by [four and one-half percent. (Amended 1-1-91)].

(b) Effective January 1, 1992, the basic wage rates established for January 1, 1992 in Exhibit X of this Agreement shall be increased by [five percent. (Amended 1-1-91)].

(c) Effective January 1, 1993, the basic wage rates established for January 1, 1993 in Exhibit X of this Agreement shall be increased by [six percent. (Amended 1-1-94)].

(d) (Deleted 1-1-88) Notwithstanding the provisions of Section 500.1, either party may reopen this Agreement with respect to subject of wages by giving notice of such reopen to the other party 30 days prior to January 1, 1997. (Amended 1-1-94)

500.3 Explanation: Changes contract language to reflect general wage increases of 3.0%, 3.25%, 3.25% and reopen for 1/1/94, 1/1/95, 1/1/96, 1/1/97 respectively.

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

In responding to Union's concerns for job security and the Company's need to continue modifying the workforce to be more competitive, Company proposes to establish a Severance Program effective the date of ratification through December 31, 1997.

This agreement will apply to Title 200 employees of the Physical Agreement and employees covered by the Clerical Agreement. Employees with less than one year of service will not be eligible for the severance program.

In the event the Company determines that a permanent downsizing of Title 300 employees is required, Application I will apply to those affected employees.

Application I

A. Company determines the department, headquarters, classifications and number of employees to be affected.

B. Those employees in department, headquarters and classifications to be affected will be notified of severance package. The senior volunteers electing to accept the offer will receive the severance package, except that the number of employees receiving the severance package will not exceed the number of employees Company has determined will be affected under A. above.

C. Such employees who elect the severance package under Application I are considered to have resigned their employment with the Company and therefore have no preferential rehire rights nor would their service be bridged if rehired.

Application II

A. If there are insufficient volunteers under Application I, the normal displacement and layoff provisions of the IBEW Labor Agreement will be effected.

B. Employees laid off pursuant to Sections 19.7 of the Clerical Agreement and 206.7 of the Physical Agreement will receive the Severance Package as defined below.

Package

A. Four weeks pay (base classification) plus one week's pay for each year of service. In no event will the payment exceed one-year's base salary.

B. A lump sum payment of $4,500 to partially offset COBRA and life insurance conversion coverage. The employee has no obligation to use it for COBRA conversion or continued life insurance coverage.

C. Payment is dependent on the signing of the Severance Agreement and Release (Attachment 1).

Letter Agreement 93-42-PGE

Explanation: Establishes a targeted severance program for Division Physical and Clerical employees through 12/31/97. The classification, location and number of employees is determined by Company. Senior employees may volunteer to sever their employment but do not retain preferred rehire rights or ability to bridge service. Provides for four weeks base pay plus one weeks' pay for each year of service and a lump sum payment of $4,500.

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Utility Reporter Special Supplement I
IBEW LOCAL 1245/PG&E TENTATIVE SETTLEMENT

CLERICAL AGREEMENT

TITLE 6. LEAVE OF ABSENCE

6.1 ELIGIBILITY

Paragraph 1 Language Unchanged.

In addition to the provisions of this Title, it is the intent of the parties to include leave benefits as mandated by state and federal law, including both the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

6.1 Explanation: Provides for adhering to the provisions of the Family Rights Act and the Family and Medical Leave Act.

TITLE 8. VACATION

8.15 UNANTICIPATED VACATION

Any combination of vacation hours, up to (8) 16 per year, may be taken in increments of one hour or more, not to exceed six (6) consecutive hours, at an employee's option. *(Added 1-1-91) [Amended 1-1-94]*

8.15 Explanation: Allows employees to take vacation in one hour increments up to 16 per year but limited to six consecutive hours.

TITLE 14. HOLIDAYS

14.1 HOLIDAY ENTITLEMENT

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

(a) Language unchanged.
(b) Language unchanged.
(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 14.7, be entitled to have the following holidays off with pay when they fall on a workday in such employee's basic workweek.

New Year's Day (January 1)
Martin Luther King, Jr. Day (3rd Monday in January)
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 (November 11)
Thanksgiving Day (4th Thursday in November)
Friday after Thanksgiving
Christmas Day
Three Racial Holidays

(Amended 1-1-91) 1-1-94
(see Section 14.3)

14.1 Explanation: Adds Martin Luther King, Jr. Day as a paid holiday on the third Monday in January.

17.3 SERVICE

Service is defined as the length of an employee's continuous employment since his/her Employment Date with Company, a Predecessor Company, any Company or association named in Section 17.2 above, and as provided hereafter in Section 17.4. The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason or layoffs for lack of work which is in excess of the time provided for in Subsection (a) below.

The following periods of absence shall count as service for purposes of this Agreement and shall not constitute a break in service: *(Amended 1-1-88)*

(a) Absences caused by layoff for lack of work: *(1)* if the employee has regular status but less than five years of Service at the time of layoff and *so long as such employee has been absent less than [one] thirty (30) continuous (year) months. *(Amended 1-1-881-1-94)*

(b) If the employee has five years of Service or more at the time of layoff and has been absent less than two continuous years. *(Added 1-1-84) [Deleted 1-1-94]*

19.8 MOVING ALLOWANCE

(a) When an employee is displaced under the provisions of this Title because of lack of work at his/her headquarters, and the employee's new headquarters is beyond commutable distance from his/her residence, the Company shall reimburse the employee for the reasonable costs incurred in connection with moving his/her household in a sum not to exceed [2,000] $2,400. *(Amended 1-1-91) 1-1-94*

(b) Reasonable costs as referenced above shall include and are restricted to:

1. Transportation of the employee and his immediate family to the new headquarters location (one trip only).
2. Meal and motel expenses for the above incurred on moving day when movers cannot complete the move on the same day.
3. Moving of furniture and household goods to the new residence.
4. Cost of containers to be used in moving less applicable credits for returned items, such as, barrels, wardrobes and boxes.
5. Reasonable expenses for the new household.
6. Installation of television antennas or cable connections.
7. Piping and wiring costs to accommodate moved appliances.
8. Reasonable costs of any and all non-refundable deposits and/or hook-up fees for water, garbage, telephone, gas and electricity.

All expenses not specifically covered above are excluded from payment under this Section.

Notice of intent to move must be filed by the employee within 90 days after his/her transfer in order to quality for reimbursement of moving expenses outlined above. All requests for reimbursement for moving expenses must be presented together with proper receipts before payment can be granted.

(c) "Beyond commutable distance," as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his/her present residence. *(For clarification, see Supplement to Section 19.8 Labor Agreement Interpretation.) [Amended 1-1-91] [Amended 1-1-94]*

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movers cannot complete the move on the same day.

3. Moving of furniture and household goods to the new residence.

4. Cost of containers to be used in moving less applicable credits for returned items, such as, barrels, wardrobes and boxes.

5. Reasonable insurance on furniture and household goods.

6. Installation of television antenna or cable connections.

7. Piping and wiring costs to accommodate moved appliances.

All expenses not specifically covered above are excluded from payment under these Sections.

Notice of intent to move must be filed by the employee within 90 days after his transfer in order to qualify for reimbursement of moving expenses outlined above. All requests for reimbursement for moving expenses must be presented together with proper receipts before payment can be granted.

For Union

/s/ RONALD T. WEAKLEY

Its Business Manager

For Company

/s/ I.W. BONBRIGHT

Its Manager of Industrial Relations

Date: January 8, 1971

19.8 and SUPPLEMENT TO SECTION 19.8

Explanation: Increases the moving allowance to $2,400. Adds reasonable cost of non-refundable deposits/book-up fees for water, garbage, telephone, gas and electric to the covered items. Moves the supplement from the back of the agreement to this contract section.

19.9 ACCELERATED PROMOTION

For the purpose of enabling employees who have been demoted or transferred 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 status on an accelerated basis, Company will give preferential consideration in the following sequence to the bids and transfer applications submitted by such employees on any job vacancy:

(a) Language unchanged.

(b) Language unchanged.

(c) Should an employee return to a classification and/or Line of Progression under the provisions of Section 19.13, other than one from which such employee was demoted, transferred or laid off, such placement shall not be considered as voluntarily removing himself/herself from the Line of Progression to which such employee would have accelerated promotional rights under the provisions of this Section. (Added 1-1-94)

Remaining language unchanged

19.9 Explanation: Provides for an employee to retain his/her accelerated bidding rights when choosing to be reemployed in a classification or Line of Progression from which a employee was not demoted, transferred or laid-off.

19.13 REEMPLOYMENT PROVISIONS

(a) Notwithstanding the provisions of Section 18.5 any other provision of this Agreement, a regular (full-time) employee who has been laid off for lack of work pursuant to the provisions of this Agreement for a period not in excess of one year (one year) thirty months and who had one or more years of Service at the time of layoff shall be entitled to preferential rehire [in the reverse order of layoff as follows]:

(i) full-time position filled by the bidding procedure. Adds language to clarify the recall procedure.

(ii) part time job in the Agreement and non-beginning jobs not filled by the bidding procedure. Adds language to clarify the recall procedure.

(iii) part time position that is not filled pursuant to the provisions of Section 18.5 (a) or (c) of this Agreement.

Company shall provide notice of openings for reemployment as follows: (Amended 1-1-94)

(1) By calling the last telephone number furnished by the laid-off employee and offering reemployment. If contacted by telephone, such employee must advise Company whether or not such employment will be accepted within three working days and the employee must be available for work within seven calendar days. (Amended 1-1-94)

(2) If the laid-off employee cannot be reached by telephone, Company shall (send) forward notice by Certified Mail Return Receipt. Requested of openings for reemployment to the last mailing address as furnished by the laid-off employee.

Within [seven] three working days after such notice is received at such mailing address, such laid-off employee must advise Company whether or not he/she accepts such reemployment. The reemployment offer will be accepted, and the employee must be available for work within seven calendar days after so advising Company. If the certified letter is returned undeliverable, such employee will be considered terminated, and the next employee on the lay-off list may be notified of the opening. (Amended 1-1-94)

(3) 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 Service at the time of layoff. If no employee remains on the lay-off list, the provisions of Section 18.5 will be invoked. Employees recalled shall report to work within seven calendar days after advising Company of their acceptance of reemployment. If they fail to report within such time, they shall be considered terminated with no further reemployment rights under this Section. An employee returning to a beginner's job under the provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he/she returns. (Amended 1-1-94)

(4) Company shall not be required to contact laid-off employees when the openings for reemployment is outside the Bidding Unit(s) and department(s) in which such employee has indicated a desire to accept reemployment.

(5) If Company cannot contact the laid-off employee by telephone and if no reply is received by Company within three working days after notice is received at the employee's mailing address, or if the laid-off employee does not accept reemployment to a full time position or report for work within the time periods provided in this Subsection, such employee will be considered terminated, with no further reemployment rights under this Section, and the next employee on the lay-off list may be notified of the opening. If the laid-off employee declines an offer of part-time employment, such employee will not be considered for reemployment to future part-time positions. (Added 1-1-94)

[[(b)] (c) The Certified Mail Return Receipt in [(b)] above shall be retained by the Company for a period of one year in which notice is sent to the laid-off employee and shall serve as proof of such notice actually being mailed. (Added 1-1-94)]

19.13 Explanation: Increases from 12 months to 30 months the period of time for preferred rehire. Gives preferred rehire rights, based on Company Service, to any beginning or part time job in the Agreement and non-beginning jobs not filled by the bidding procedure. Adds language to clarify the recall procedure.

TITLE 22. INTERIM NEGOTIATIONS

22.1 From time to time during the term of this Agreement, grievances which have been timely filed concerning the interpretation and application of the provisions of this Agreement may be "suspended" pursuant to the provisions of a Letter Agreement dated November 1, 1973, as amended January 1, 1974. Additionally, Company and Union may agree to enter into interim negotiations to clarify, modify, add to, or delete from the provisions of this Agreement. This Title authorizes the establishment of Ad Hoc Negotiating Committees from time to time to resolve such disputes. (Amended 1-1-94)

22.1 Explanation: Clarifies interim negotiations.

22.2 Language unchanged.

22.3 Language unchanged.

22.4 The Committee is authorized to settle the dispute referred to it and issue a final and binding decision thereon and to issue Letters of Agreement or Letters of Interpretation revising and adding to this Agreement where necessary to effectuate the Committee's settlement. Without such agreement, neither Party may implement any change to this Agreement unless specifically provided for in this Agreement. (Amended 1-1-94)

22.4 Explanation: Clarifies interim negotiations.

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25.1 TERM

This Agreement, having taken effect as of July 1, 1953, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of January 1, 1994 through December 31, 1997, 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. (Amended 1-1-94)

25.1.1 Explanation: Provides for a four year Cleral Agreement.

25.3 GENERAL WAGE INCREASES

(a) Effective January 1, 1994, the basic wage rates established for January 1, 1994 in Exhibit F of this Agreement shall be increased by three percent. (Amended 1-1-94)

(b) Effective January 1, 1995, the basic wage rates established for January 1, 1994 in Exhibit F of this Agreement shall be increased by three and one-quarter percent. (Amended 1-1-94)

(c) Effective January 1, 1996, the basic wage rates established for January 1, 1995 in Exhibit F of this Agreement shall be increased by four and one-half percent. (Amended 1-1-94)

(d) [Deleted 1-1-88] Notwithstanding the provisions of Section 25.1, either party may reopen this Agreement with respect to subject of wages by giving notice of such reopener to the other party 30 days prior to January 1, 1997. (Amended 1-1-94)

25.3.1 Explanation: Changes contract language to reflect general wage increases of 3.0%, 3.25%, 3.25% and reopener for 1/1/94, 1/1/95, 1/1/96, 1/1/97 respectively.

93-36-PGE

Letter Agreement 93-36-PGE

Explanation: Establishes an Employee Participation Committee at each Telephone Center consisting of five members chosen by Union and five members chosen by Company plus a two member overview committee. The committee will work to improve the employees' work environment, Company's efficiency, productivity and profitability.

93-42-PGE

PACIFIC GAS & ELECTRIC COMPANY

Local Union No. 1245

International Brotherhood of Electrical Workers, AFL-CIO

P.O. Box 4730

Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

In responding to Union's concerns for job security and the Company's need to continue modifying the workforce to be more competitive, Company proposes to establish a Severance Program effective the date of ratification through December 31, 1997. This agreement will apply to Title 200 employees of the Physical Agreement and employees covered by the Clerical Agreement. Employees with less than one year of service will not be eligible for the severance program.

In the event the Company determines that a permanent downsizing of Title 300 employees is required, Application I will apply to those affected employees.

Application I

A. Company determines the department, headquarters, classifications and number of employees to be affected.

B. Those employees in department, headquarters and classifications to be affected will be offered the severance package. The senior volunteers electing to accept the offer will receive the severance package, except that the number of employees receiving the severance package will not exceed the number of employees Company has determined will be affected under A. above.

Very truly yours,

Mr. Jack McNally

Business Manager

The Company is in accord with the foregoing and agrees thereto.

PACIFIC GAS & ELECTRIC COMPANY

by:

David J. Bergman

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

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

A. Four weeks pay (base classification) plus one week's pay for each year of service.

B. A lump sum payment of $4,500 to partially offset COBRA and life insurance conversion coverage. The employee has no obligation to use it for COBRA conversion or continued life insurance coverage.

C. Payment is dependent on the signing of the Severance Agreement and Release (Attachment 1).

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

Yours very truly,

PACIFIC GAS & 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

Date

By: ____________________________
Business Manager

Letter Agreement 93-42-PGE

Explanation: Establishes severance pay for division physical and clerical employees when company elects to reduce the number of employees in a classification at a headquarters. The plan is in effect from the date of ratification through 12-31-97 and contains voluntary and involuntary applications. The pay consists of four weeks base pay plus one week's pay for each year of service and a lump sum payment of $4,500.

Text of Benefit Agreement begins in next column
An Eligible Employee shall be any active employee of the COMPANY represented by the International Brotherhood of Electrical Workers, Local 1245, whose base job classification on February 17, 1993 is in a Targeted Area and who was born on or before December 31, 1942, and has at least 15 years of Service on December 31, 1992. For purposes of this VRI only, the term active employee shall not include an employee of the COMPANY who, on February 17, 1993, is presently receiving benefits under Part B of the Group Life Insurance and Long-Term Disability Plan; (ii) who is on a leave of absence, with or without pay, which began on or prior to August 17, 1992; or (iii) who is a former employee whose Actual Retirement Date was May 1, 1993, or earlier.

III. Election to Participate

An Eligible Employee must elect to participate in the VRI by submitting a completed and signed VRI enrollment form which is received by a designated COMPANY representative no later than February 17, 1993. An Eligible Employee who fails to submit a timely enrollment form shall be deemed to have elected not to participate in the VRI. The election of an Eligible Employee not to participate in the VRI, whether through failure to submit a timely VRI enrollment form or otherwise, shall be conclusive and binding on the employee, employee’s spouse, heirs, and assigns.

IV. VRI Benefit

A. Basic VRI Benefit: An Eligible Employee who elects in a timely manner to participate in the VRI shall be entitled to receive a Basic VRI Benefit under the RETIREMENT PLAN equal to the BASIC PENSION benefit formula calculated under Subsection 3.06(a) with the following adjustments:

1. BASIC WEEKLY PAY shall mean the PARTICIPANT’S BASIC WEEKLY PAY on February 17, 1993;
2. SERVICE shall mean the PARTICIPANT’S SERVICE as of last VRI Retirement Date for each Eligible Employee, increased by 3 years;
3. The EARLY RETIREMENT PENSION reduction provisions of Subsection 3.07(b) shall not apply to any Basic VRI Benefit payable under this Special Provision N.

B. A Basic VRI Benefit shall be payable as of the VRI Retirement Date selected by the Eligible Employee and shall be paid as soon as practicable after the applicable VRI Retirement Date. Eligible Employees who elect to participate in the VRI shall not be subject to the age 55 requirement contained in Section 3.08.

C. Section 3.10 of the RETIREMENT PLAN shall control the conditions under which other forms of pension may be substituted for the Basic VRI Benefit. Thus, although a PARTICIPANT is entitled to receive a Basic VRI Benefit if the PARTICIPANT is married, Subsection 3.10(b) of the RETIREMENT PLAN requires that the Basic VRI Benefit be converted to a Marital Pension unless the PARTICIPANT’s spouse consents to an alternative form of pension.

D. The Basic VRI Benefit payable under this Special Provision N shall be in lieu of any benefit which might otherwise be payable under the RETIREMENT PLAN.

E. A participant who elects to participate in VRI shall also be entitled to make the elections provided in Sections 3.10 (Forms of Pension), 3.12 (Withdrawal of Participant Contributions on Termination of Employment), 3.13 (Death Benefits), and 3.14 (Facility of Payment).

V. VRI Retirement Dates

At such time as an employee elects to participate in the VRI, he/she shall select a VRI Retirement Date. For purposes of this Special Provision N, a VRI Retirement Date shall mean one of the following:

A. 1, 1993; or
B. 1, 1993; or
C. The first of any month during the period commencing with January 1, 1994, and ending with and including December 1, 1995. This Section C shall only apply in the event that the COMPANY has a demonstrated business need which requires the retention of the Eligible Employee. The section of any such VRI Retirement Date subsequent to December 1, 1995, can be made only with the written approval of both of the Company’s Executive Vice Presidents.

The VRI Retirement Date selected shall also be the date of which an Eligible Employee ceases to be an employee of the COMPANY.

VI. Revocation of Election

An Eligible Employee who has elected to participate in the VRI may revoke his/her election, provided, however, that any such revocation shall only be effective if received by the COMPANY on or before February 17, 1993, for those Eligible Employees who elected a VRI Retirement Date of 1, 1993; or for those Eligible Employees who elected a VRI Retirement Date of 1, 1993, or later.

VII. Definitions

A. Basic VRI Benefit: The benefit calculated under Section IV of this Special Provision N.

B. Eligible Employee: An employee of the COMPANY who has met the eligibility criteria as set forth in Section II.

C. Targeted Areas: The following departments and/or sub-departments are eligible for the VRI Benefit:

C.1. Materials Distribution
C.2. Central Distribution Center
C.3. Decoto Pipe Yard and Plant
C.4. Customer Services Department
C.5. Electric Department
C.6. Office
C.7. Transmission and Distribution
C.8. Maintenance (Telecommunications only)
C.9. Gas Department
C.10. Transmission and Distribution
C.11. Steam Heat
C.12. Service
C.13. Plant Maintenance
C.14. Measurement & Control (Region Gas Control Operators only)
C.15. General Services Department
C.16. Garage
C.17. Warehouse
C.18. Building Service
C.19. Miscellaneous
C.20. Pipe Line Operations Department
C.21. Plant Operating
C.22. Transmission Operations
C.23. General
C.24. General Construction
C.25. Line Construction (Paint only)
C.26. Station, Substation and Hydro

Clerical Agreement

Customer Services
Marketing
Region/Division Managers office
Electric Operating
Gas Operating
General Services
Pipe Line Operations
Materials Distribution
Design Drafting
Computer Operations
Reprographics
Mail Services Section
Building Maintenance and Operations

D. VRI: The COMPANY’S Voluntary Retirement Incentive program as set forth in this Special Provision N.

E. VRI Retirement Date: The date selected by an Eligible Employee under Section V of this Special Provision N.

VIII. OTHER BENEFITS

A. Each Eligible Employee may change their medical plan enrollment at the time of VRI enrollment.

B. COMPANY shall apply three years of service added by the VRI formula in determining the application of Section 6. Retirement of an Employee, item (d) of the Medical, Dental, and Vision Benefit Agreement.

C. All Eligible Employees will be automatically paid for Floating Holidays along with any unused vacation as of their VRI Retirement Date.

D. All other employee benefits provided to VRI retirees will remain the same as those offered to regular retirees.

Special Provision N Information

Explanation: Provides a targeted Voluntary Retirement Plan for employees in certain departments and classifications as of February 17, 1993. Employees must be 50 years old and have 15 years service as of December 31, 1992. Adds three years service and waives early retirement pension reduction.

Note: The dates in this special provision are left blank because they are tied to the date of ratification, which is not yet known.
PART IV
SAVINGS FUND PLAN

4.03 EMPLOYEE CONTRIBUTIONS
(a) 401(k) CONTRIBUTIONS

Non-401(k) Contributions differ from 401(k) Contributions in that a participant has already paid taxes on the amounts contributed to the Plan. All employer contributions made to the Plan as it existed prior to October 1, 1984, are considered to be Non-401(k) Contributions and are so recorded in the accounts maintained by the Plan Administrator.

Non-401(k) Contributions must be made in whole percentages of Covered Compensation, and the sum of all 401(k) Contributions and Non-401(k) Contributions made by a participant may not exceed 15 (14) percent of the participants' Covered Compensation. (Amended 1-1-94)

Remaining language unchanged.

4.04 EMPLOYER CONTRIBUTIONS
(a) Each and every time that participants make 401(k) or Non-401(k) Contributions eligible for matching Employer Contributions, the Company shall make a matching Employer Contribution to the Plan in cash or in whole shares of Company stock, or partly in both. Matching Employer Contributions shall be limited to an amount equal to one-half of the aggregate participant Contributions eligible for matching Employer Contributions under the provisions of Subsection 4.04(a)(1). The Company shall charge to each Employer its appropriate share of matching Employer Contributions.

(1) Both 401(k) and Non-401(k) Contributions are eligible for matching Employer Contributions. Although a participant may elect to defer up to 15 (14) percent of Covered Compensation to the Plan, the maximum amount of a participant's contributions eligible for matching Employer Contributions shall be one of the following percentages of Covered Compensation: (Amended 1-1-94)

Remaining language unchanged.

4.05 Explanation: Increases the maximum 401(k) and non-401(k) contribution to 15% PART VI
TERM

6.01 A Union Pension Contract having taken effect as of January 1, 1954, and having been amended January 1, 1959, January 1, 1964, January 1, 1969, January 1, 1974, January 1, 1977, January 1, 1981, January 1, 1983, January 1, 1988, January 1, 1991 and last amended January 1, 1994, is hereby referred to as the Benefit Agreement, shall continue in effect as amended for the term January 1, 1991 to January 1, 1994, and shall continue thereafter for terms of one year each unless written notice of termination is given by either Union or an Employer to the other 120 days prior to the end of the then current term. (Amended 1/1/94)

6.01 Explanation: Provides for a four year Benefit Agreement.

6.07 Conflict of Law
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.

In the event any provision of this Agreement is suspended or declared inoperative by reason of the operation of this Section, the parties shall meet within 30 days to negotiate a substitute provision which will, as nearly as possible, reflect the intent of the suspended clause in a lawful manner.

6.07 Explanation: Allows for modification of language to conform with Federal or State law, regulation or executive order.

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Ballots for contract ratification will be mailed to Local 1245 members on June 21, 1993. Your completed ballot must be received by Local 1245 no later than 10:00 a.m. on July 19, 1993.