

PACIFIC GAS AND ELECTRIC COMPANY

PG&E + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

I. WAYLAND BONBRIGHT  
MANAGER  
INDUSTRIAL RELATIONS

November 13, 1973

CERTIFIED MAIL

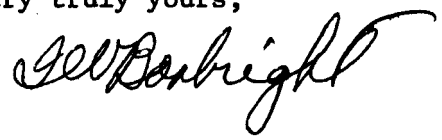
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 4790  
Walnut Creek, California 94596

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

Gentlemen:

In accordance with the provisions of the fifth paragraph of Page 2, Company hereby serves upon Local 1245, I.B.E.W., a copy of the Voluntary Agreement between the Pacific Gas and Electric Company and the Equal Employment Opportunity Commission, dated October 15, 1973.

Very truly yours,



IWB:RS  
Encl.

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## General Provisions

It is understood by all parties that any conclusions and/or findings herein do not constitute an admission by the Company of any violation of Title VII of the Civil Rights Act of 1964, as amended.

The Company agrees that consideration of applicants for employment (and in advertising, recruitment, hiring, assignments, promotions, training, wages, discharge, or any other employment practice) must be given without regard to race, color, sex, religion, or national origin, except where consideration of such factors is necessary to attain equal opportunity for all.

No records on sex, racial, or ethnic identity required by this Agreement to be kept on forms maintained by the Company will be considered in violation of any applicable employment statutes, rules, or regulations.

The Company agrees that it will not limit or segregate or classify its employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of race, color, sex, religion, or national origin.

If executing this Agreement in whole, or in part, requires any changes in specific provisions of existing Collective Bargaining Agreements or contracts, the Company will immediately serve a copy on the unions and undertake necessary negotiations to implement the terms and conditions of this Agreement.

The Company will not agree to any Collective Bargaining Agreement provisions, or interpretations of same, which would be inconsistent with this Agreement, or which would discriminate or have discriminatory effect in violation of this Agreement.

The Company agrees that should the unions refuse to cooperate in this endeavor, it will consult the Commission for advice.

Before detailed inquiries about applicant job preference are made and evaluated, applicants for employment will be informed of the kinds of jobs available in all categories. Interviewers will be required to utilize written and/or graphic materials to provide such information. The materials should enable applicants to assess comparative wage schedules, career opportunities, work tasks, environment, and employment conditions and benefits.

Female applicants who indicate an interest in Physical and Technical jobs for which candidates are being considered will be provided full information about these jobs. This may include literature, visual aids, actual tools used, or where appropriate and feasible visits to the job site.

Any Company decision to eliminate these applicants from further consideration will be reviewed by a Company affirmative action specialist. If, in the opinion of the affirmative action specialist, a female applicant should be given further consideration, this will be done to assure equitable treatment.

A survey of all women in clerical jobs will continue in order to identify those who are interested in transfers to Physical and Technical lines of progression. Those who indicate such interests will be assisted in submitting transfer applications for beginners classifications in the designated lines of progression. As vacancies occur, a Company affirmative action specialist will assure that those women employees with transfer requests will be given preferential consideration for the vacancies according to Company seniority. Such women employees must possess the qualifications to perform the duties of the job before they are transferred. Such determination may be aided by observation at the job sites where such a procedure is feasible.

- c. If the employee's regular clerical rate is higher than the top rate of the physical classification into which she transfers, she shall be paid in the following way.

A temporary transfer for up to 6 months will be arranged. The employee will retain her clerical rate for the period of the temporary assignment. After successful completion of the temporary assignment, she shall be placed in the physical classification on a regular basis and shall be paid at the top rate of that physical classification. At the conclusion of 12 months successful performance, including the temporary assignment, the employee will be paid a one-time wage adjustment equal to the difference between her former clerical rate and the top rate of the physical classification into which she transfers for the period she has been regularly assigned to the physical classification.

- d. All women who are successful candidates for transfer to a beginner's physical classification from a clerical classification will be allowed to return to their former clerical classification and headquarters without loss of seniority or pay status, if they elect to do so within 90 days after their transfer to the physical classification, except that those employees in (c) above will be allowed 6 months if they elect to accept a temporary transfer.
- e. All women affected by this Agreement will be notified within 60 days following the acceptance of the Agreement by EEOC and PG&E of their rights to transfer and the conditions under which such transfers will be made.
- 1) An employee so notified must advise the Company in writing within 90 days following her notification, of her intent to exercise her transfer option.
  - 2) An employee who does not notify the Company within the time limit specified of her intent to transfer will not be entitled to any wage adjustment.

Utilize specific referral sources for women and minority graduate engineers; such sources to be provided by the EEOC San Francisco Regional Office.

3.1 Promotion and Transfer for Managerial Classifications (Group 1, 2 and 3).

3.1.1 Protected Classes

Group 1 exempt supervisory classifications will be filled on the basis of qualifications for the positions in question. Those minority and women employees who have become qualified as a result of on-the-job experience will be placed on candidate lists and will be given full consideration for promotion.

Promotable minority and women employees will be identified through existing appraisal procedures, and the Company will make every reasonable effort to assist these employees in furthering their advancement in higher jobs in the organization.

Minority and women employees currently holding Group 1 Management positions will be appraised on a regular basis; however, during 1974, special emphasis will be given to determine their promotability to specific kinds of jobs. Individual development plans will be prepared and implemented to expedite accrual of the skills and knowledge required for these employees to reach Group 2 and Group 3 positions. As soon as these minorities and women are prepared and qualified, they will be placed on candidate lists and given priority consideration for promotion.

Development plans for minorities and women will include at least the following: the job classification(s) into which the individual may be promoted, the developmental or training activities to be conducted, and the period of time for implementing the development plan.

b. Employ women in available beginner's classifications in the divisions and General Office in at least the following percentages:

- 1) One percent (1%) in jobs with HEAVY and VERY HEAVY physical demands.
- 2) Five percent (5%) in jobs with MEDIUM physical demands.
- 3) Fifteen percent (15%) in jobs with LIGHT physical demands.

In view of the need for additional research on the job interests and career directions of women, such research will be initiated by the Company during the next 12 months. If the results of such research indicate needed modifications of the stated goals and timetables in order to reach realistic objectives in a reasonable time span, such modifications will be made.

#### 5.1.2 Blacks

Representation in the Electric Department of each division which is equal to the black representation in the working age population of the appropriate customer service area.

#### 5.1.3 Spanish-surnamed Americans

Representation in the Electric Department of each division which is equal to the Spanish-surnamed American representation in the working age population of the appropriate customer service area.

#### 5.1.4 Black and Spanish-surnamed Americans and Women

Promotions to exempt management positions in Groups 1, 2 and 3 will be filled by qualified blacks, Spanish-surnamed Americans and women at least in the same percentage as their availability in the relevant labor pool. Utilization parity is expected to be achieved by 1976 in Management Group 1, by 1980 in Management Group 2, and by 1988 in Management Group 3.

- 6.3.1 Total Number of Employees in Each Affirmative Action Job Category by Ethnic Code and Sex (at the end of one (1) year).
- 6.3.2 Total Number of Promotions Between Groups 1, 2 and 3 Managerial Classifications by Ethnic Code and Sex (for one (1) year).
- 6.3.3 Total Number of Promotions within Group 1, Group 2, and Group 3 by Ethnic Code and Sex (for one (1) year).

## PACIFIC GAS AND ELECTRIC COMPANY

DATE: Oct 15, 1973 BY: Richard K. Miller  
 RICHARD K. MILLER  
 Vice President  
 Personnel and General Services  
 Equal Employment Opportunity Officer

THIS AGREEMENT IS APPROVED ON BEHALF OF THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

DATE: Oct 15, 1973 APPROVED BY: Frank A. Quinn  
 FRANK A. QUINN  
 Regional Director  
 San Francisco Regional Office

DATE: Oct 15, 1973 APPROVED BY: George O. Butler  
 GEORGE O. BUTLER  
 Acting Director  
 Office of Voluntary Programs