

# 1245

International Brotherhood  
Of Electrical Workers  
Local 1245, AFL-CIO  
April 1993  
Vol. XLII No. 4

# UTILITY REPORTER

PG&E Members:  
Bargaining Packages Inside

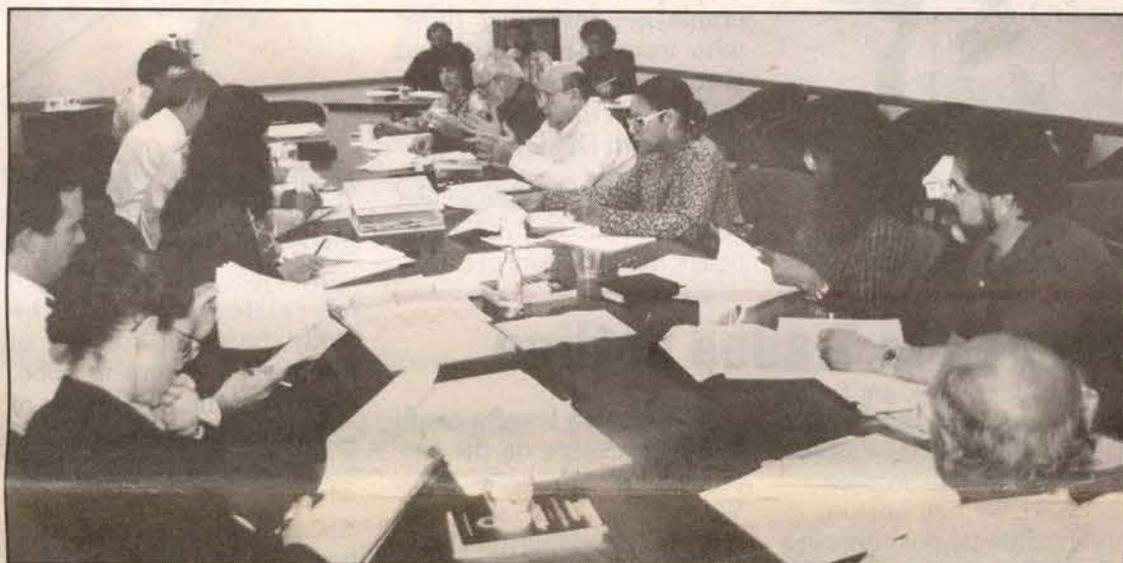
**PG&E bargaining gets off to early start**

## Top priority: job security

**L**ocal 1245 began general bargaining with Pacific Gas & Electric Co. on April 2 with one priority in mind: job security.

The union scored an early bargaining victory when PG&E agreed with a union request to put a hold on layoffs during negotiations. The company announced there would be no layoffs "for lack of work" for regular status bargaining unit employees at least until June 1.

But many hurdles remain in this year's bargaining, which is being conducted in an atmosphere of extreme uncertainty about future workforce levels at PG&E. Business Manager Jack McNally said the union's top priority is to negotiate voluntary retirement and severance incentives in order to minimize layoffs.



### EXCHANGING PROPOSALS

Union and company exchange packages April 2. Serving on the union team are Donna Ambeau, Michael Brocchini, Al Calleros, Pat Gates, Chris Habecker, Jeff Knisley, Debra Mazzanti, Robert Olsen, Nagaraja (Dada) Rao, and Dan Robertson, with Business Manager Jack McNally, President Howard Stiefer, Senior Assistant Business Manager Darrel Mitchell, and union staff members Roger Stalcup, Dorothy Fortier, Wendy Bothell, and Bob Martin.

"The company still hasn't made it clear how big the layoffs are going to be. But we're clear on what we need

to do: we're going to enforce the current contract and we're going to negotiate the best protections we can for

our members in the new contract," McNally said.

PG&E and union negotia-  
*See PAGE FOUR*

### Department of Transportation hearings

## Union challenges employee drug testing

**L**ocal 1245 charged the US Department of Transportation with exceeding its authority by attempting to expand drug testing beyond the levels authorized by Congress.

In public hearings conducted by DOT last month in

San Francisco, Local 1245 staff attorney Jane Brunner argued that Congress did not authorize drug and alcohol testing for intrastate drivers of commercial vehicles, nor did Congress authorize alcohol testing for pipeline workers.

"Local 1245 believes that the DOT has no jurisdiction to have pipeline employees alcohol tested or to have intrastate drivers drug and alcohol tested," Brunner testified.

The DOT is taking the position that its new proposed regulations merely implements the will of Con-

gress as expressed in the Omnibus Transportation Employee Testing Act, passed by Congress in 1991.

That bill requires interstate drivers of vehicles weighing over 26,000 pounds to be tested for alcohol.

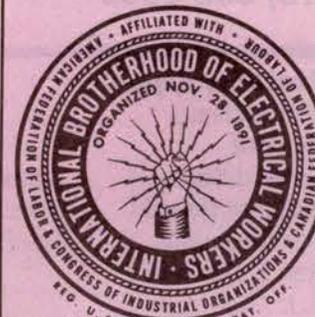
However, regulations drafted by the DOT go further than Congress intended, Brunner argued, by requiring drug and alcohol tests for intrastate commercial drivers.

This requirement, if adopted, would impose drug testing on 2000 Local 1245 members not currently in fed-

*See PAGE FOUR*



Staff attorney Jane Brunner



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Creating a Labor Party  
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PULL-OUT SECTION:  
CONTRACT PROPOSALS  
(PG&E MEMBERS ONLY)

### CALENDAR

NOTE: All Financial  
Planning Seminars  
Postponed Until Autumn

April 10  
Merced Irrigation District  
Pin Dinner

April 24  
PG&E Regional  
Stewards Training  
Sacramento

May 1-2  
Advisory Council  
Concord, Ca.

May 8  
Stewards Training  
Santa Rosa

May 8  
Redwood Reg. Pin Dinner  
Location to be Announced

May 21  
East Bay Pin Dinner  
Location to be Announced

May 22-23  
Softball Tournament  
Concord, Ca.



### For updates on bargaining:

Want to stay current on bargaining? Here's how:

•Stay in touch with your union Steward or Business Rep.

•Check union bulletin board for Bargaining Bulletins.

•Attend your Unit Meetings.

•Read the Utility Reporter.

•For a recorded message on bargaining, call the Union Bargaining Hotline at:

1-800-227-5607

### UTILITY REPORTER

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### Workers here and abroad

## Rolling the union on...

**Learn to Share:** Barney, the six-foot purple dinosaur of children's TV, urged shoppers to boycott Hasbro Toys until Hasbro "learns to share." Hasbro, which is slated to begin manufacturing a Barney doll, subsequently resumed negotia-



Brother Barney

tions with the Teamsters union and agreed to a new contract in February. In a handwritten note to union officials, Brother Barney declared: "I love you, you love me—we're one happy Teamster family."

**Goofy, too:** Barney's not the only animal sticking to the union. Mickey Mouse and Goofy have a new union contract with their employers at Disneyland. More than 2,000 employees—including those who wear the Mickey and Goofy costumes—recently ratified new three-year agreements with Disney.

**Lost Work-Days:** Researchers at the University of Michigan School of Public

## Women in Trades hotline

**W**omen in the Trades has opened a hotline for PG&E women.

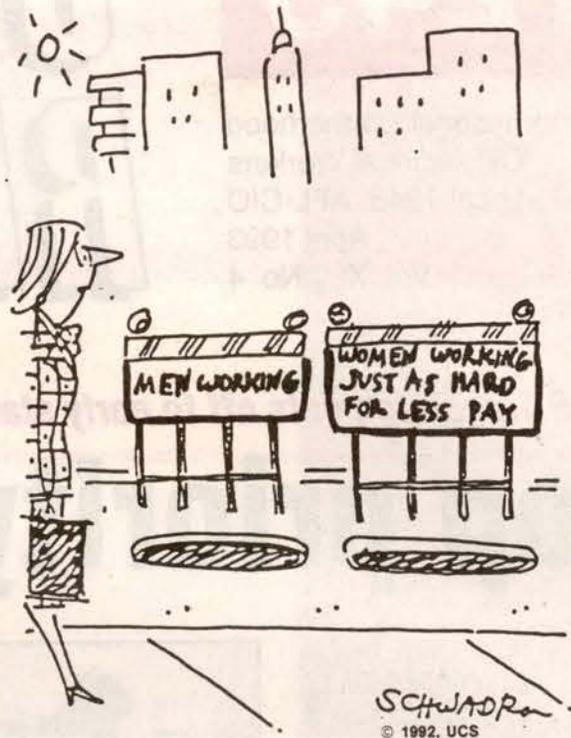
PG&E women working in non-traditional positions are especially encouraged to take advantage of the hotline, which offers a recorded message about upcoming events and other news of interest to women in the trades, including job openings and ACT tutor referrals.

The hotline is also designed to provide women an opportunity to speak confidentially about job-related difficulties.

Callers can leave a confidential message on the machine and someone from Women in the Trades will respond, providing initial support and feedback.

The hotline is not intended to provide counseling service, but rather to provide a friendly and supportive ear for women who need to discuss issues that are troubling them.

The outside number is **(510) 437-2204**. The inside PG&E number is **443-2204**.



Schwadorf © 1992, UCS

Health say the US government seriously underestimates the number of lost work-days that result from job-related injuries. The study, based on injuries of Michigan workers in 1986, found that the US Bureau of Labor Statistics counted just 1.9 million lost work-days, while the researchers found 8.9 million. The study suggests that the BLS may have missed 373 million of 421 million missed workdays during the period studied.

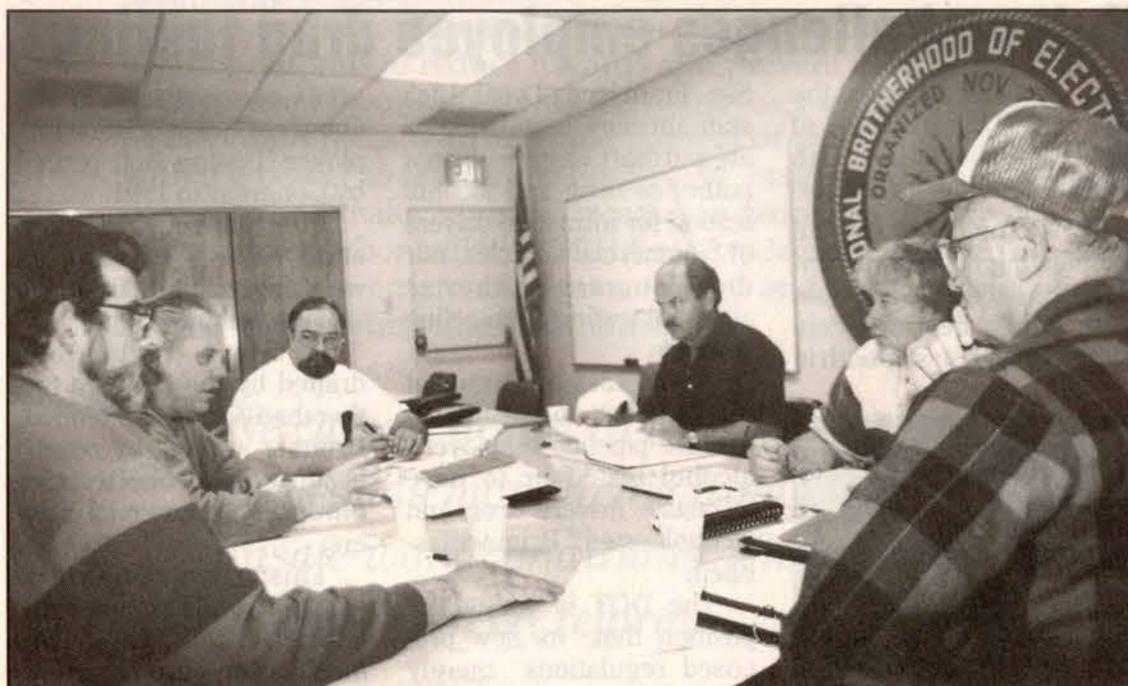
**Shot in Head:** A strike-breaker pistol-whipped one striker and shot another in the head during a strike by 500 United Steelworkers members against railroad car manufacturer Trinity Industries in Bessemer, Ala. Earlier, security guards dressed in paramilitary gear threw

tear gas at picketers. Only one railroad car has been produced since September—down from 6-10 cars a day, Labor Notes reported.

**Small Gains:** State and local government workers last year agreed to contracts increasing wages an average of 2.1% annually.

**Slavery:** The United Nation's International Labour Organization says slavery still exists in some parts of the world. The Sudanese government-backed militia, for example, sells members of the Dinka tribe as slaves for \$30 to \$60 each.

**Reality Lesson:** Texas A&M has found a way to introduce students to what the job market holds in store for them. The jobs seminar is called "Reality 101."



#### GAS CONTROL

Members of the Gas Control Technology Study Working Committee met recently at union headquarters in Walnut Creek, Ca. Union members on the committee are Dan Kelley, Terry McElhaney, Jim Lynn, Jim Elling, Bob Flanary and Bob Steward. (Photo: Eric Wolfe)



Reno Unit Chair Don Moler (left) of Sierra Pacific Power is joined for a photo by Outside Line Construction members (from left) Jay Shirley, Armand Otis, Stan Martin and Donald Eveat. The Outside Line members were on a job for Harker and Harker. (Photo: Eric Wolfe)

APPOINTMENTS

**PACIFIC GAS AND ELECTRIC COMPANY**

**1993 PG&E General Negotiating Committee**

Donna Ambeau  
Michael Brocchini  
Al Calleros  
Pat Gates  
Chris Habecker  
Jeff Knisley  
Debra Mazzanti  
Robert Olsen  
Nagaraja (Dada) Rao  
Dan Robertson

**General Construction Joint Grievance Committee**

Shannon McKinney (Alternate)

**Diablo Canyon Chem-Rad Interim Committee**

Hari Nam Singh Elliott  
Sharon Gripp  
Matthew Huszarik

**Technological Committee (Gas Control Subcommittee)**

R. J. (Bob) Stewart

**EMF Committee**

Grant Estrada

**Substation Maintenance Apprentice Electrician Program Committee**

Walt Coltharp  
Al Graves

**SIERRA PACIFIC POWER COMPANY**

**SPPC Grievance Committee**  
Jim Pursel

**PACIFIC GAS TRANSMISSION COMPANY**

**PGT Negotiating Committee**

Paul Hathaway  
Pam McKean  
Howard Stiefer  
Judy Fowler  
Paul J. Weid  
Darrel Mitchell  
Sam Tamimi  
Wendy Bothell

**PGT Benefits Negotiating Committee**

Sue DeFoe

**PGT Grievance Committee**

Richard A. Poole

**CITIZENS UTILITIES COMPANY**

**CUCC Negotiating Committee**

Bruce Gilbert

**OUTSIDE LINE CONSTRUCTION**

**1993 Negotiating Committee**

Andrew G. Dudley  
Tom Heyl  
Lon Peterson  
Art Murray  
Richard Dunkin  
Darrel Mitchell

**CENTRAL LABOR COUNCILS**

**Central Labor Council of Contra Costa County**  
James Dorman

**CONFERENCES AND CONVENTIONS**

**16th Annual Convention of Congress of California Seniors**

Ralph Weidling  
Margaret Weidling  
Tom Riley  
Louis Rangel  
Jack Hill  
Watie Anthney  
Harold Zirpel  
Orv Owen

**Electrical Workers Minority Caucus**

Dorothy Fortier  
Manny Guzman  
Sam Tamimi  
Lula Washington

**National Safety Council Labor Division Spring Meeting**

Art Murray  
Landis Marttila

**1993 IBEW Regional Utility Conference**

Jack McNally  
Roger Stalcup  
Ed Mallory  
Charles Davis  
Mike Davis  
Dorothy Fortier  
Ron Blakemore  
Jane Brunner

**Nevada State AFL-CIO Legislative Conference**

Perry Zimmerman  
Kathy Tindall  
John Stralla



POINT OF VIEW

**Bargaining will seek to minimize PG&E layoffs**

Jack McNally, IBEW 1245 Business Manager

PG&E and Local 1245 exchanged proposals on April 2, about four months earlier than normal. There was good reason to do so.

Early last year the Company stated they were going to consolidate the customer service phone clerks into four different phone centers, and intended to accomplish that by early 1994.

This consolidation could in fact impact every clerical bargaining unit member, even to the point of members being laid off. This issue, along with possible demotions and layoffs connected to the Company's restructuring plans, prompted the Union on Feb. 5 to request an opening up of the Benefits Agreement with the intent to bargain early retirement and severance benefits.

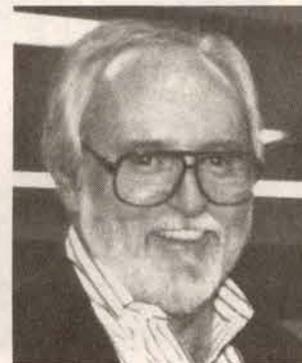
PG&E responded to our request on Feb. 22, the same day they announced their corporate re-structuring plans. PG&E proposed to open the entire agreement early, and to begin bargaining around the first of April with the goal of reaching a tentative agreement by early summer.

The union agreed to do so, emphasizing that our focus would be job security for our members.

In their restructuring plans, the Company indicated that in 1993 they wanted to eliminate 1500 positions, with up to 500 of those positions being bargaining unit positions.

The intent of the parties then was to try to reach agreement on severance-type benefits early, so that they could be applied before the end of the year.

At our April 2 meeting, the Company informed the Union that things looked worse than they originally thought. Based on the lack of new business and the workload forecast, they es-



timated that as many as 2,000 bargaining unit employees may have to be laid off due to lack of work.

Earlier, the Union had proposed a moratorium on layoffs while bargaining was in progress. The Company responded by agreeing to a policy of no layoffs until the conclusion of bargaining or June 1, whichever comes first. After June 1 the Company said they would evaluate where the parties were in bargaining and weigh the options.

This is the most critical round of bargaining with PG&E in many years. Two outside factors—de-regulation of energy and the California economic recession—have contributed to the difficulties we now face.

Our top priority is to minimize layoffs as much as possible by negotiating voluntary retirement and severance provisions.

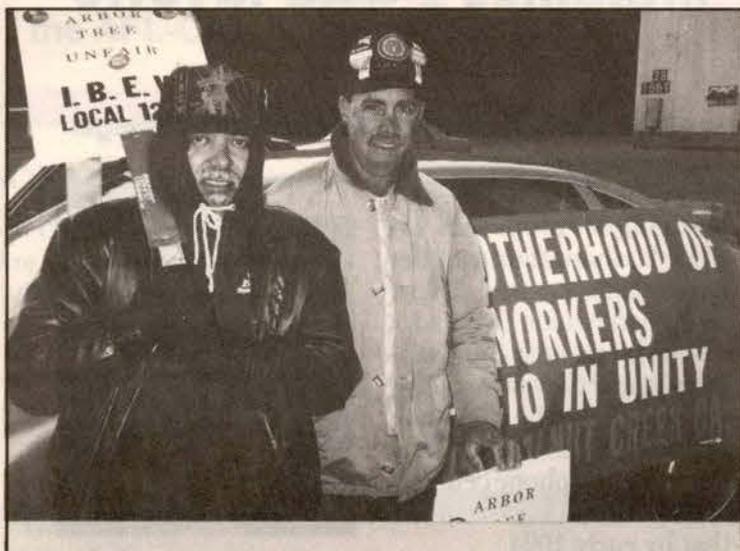
Nowhere is the value of a labor agreement and a union more evident than in situations like this. The bumping, demotion and lay-off provisions of the contracts are crucial to insure that members receive fair and equal treatment.

The Union has an excellent Bargaining Committee, made up of seasoned veterans sprinkled with a few new members. They are up to the task and will do the best job possible.

I ask all of our members at PG&E to give this Bargaining Committee your full support.

**PG&E awards contract to Asplundh**

# Union picket pays off; Arbor loses tree trimming contract



Business Rep. Sam Tamimi (left) and organizer Pete Ely walk picket in winter weather during the Arbor Tree protest.

**L**ong hours of picket duty during the dead of winter paid big dividends last month when Arbor Tree lost its contract to trim trees in Pacific Gas & Electric's Sierra Division.

Local 1245 launched an informational picket against Arbor Tree last November to protest the company's refusal to bargain in good faith. The union had been trying to negotiate an agreement with Arbor Tree since 1989, when Arbor employees voted for union representation.

PG&E awarded the Sierra

Division work to Asplundh Tree Expert Co., which has agreed to work under a labor contract with Local 1245.

Just a year ago Local 1245 waged a bitter strike against Asplundh that resulted in the cancellation of an Asplundh contract with PG&E. But, as the saying goes: That

was then, this is now.

"We're happy to work for Asplundh under a valid union contract," said Business Manager Jack McNally. "The important thing is that we made it clear to Arbor that we're determined to see that all tree work at PG&E is done by union contractors."

## DOT exceeds authority with new drug test plan

*From PAGE ONE*

erally-mandated drug testing programs.

In addition, the DOT regulations would require that pipeline workers—already subject to drug testing under earlier DOT regulations—also be subjected to alcohol testing.

Brunner noted that the Omnibus Testing Act of 1991 doesn't even mention pipeline workers, nor does it make any reference to testing intrastate commercial drivers. She charged that the DOT has taken it upon itself to legislate in this area, improperly usurping the authority of Congress.

### Violation of Privacy

The union considers drug testing in general to be a violation of privacy rights and an ineffective way to judge an employee's fitness for duty, Brunner testified.

Brunner told DOT officials that drug-induced impairment "cannot be established or even validly presumed from a urine test result or a series of such results."

To diagnose impairment, a medical professional "must rely upon overt behavioral signs or tests of cognitive functions," Brunner said.

While testing is of dubious value in establishing fitness for duty, the taking of an individual's urine for drug screening "is inherently and indisputably invasive, degrading, humiliating, demeaning, humbling and embarrassing," said Brunner.

Random screening adds to the invasive nature of test-

ing, she said, because "the regulation would permit a covered employee to be tested for drugs and alcohol without any probable cause, reasonable suspicion, or any belief whatsoever that he or she has used illicit drugs."

Brunner noted that police officers are not permitted to search citizens' houses without a search warrant based on probable cause. And yet the DOT is now considering regulations that would require far more serious invasions of privacy: the search of a person's body fluids without any probable cause.

### Union retirement seminars delayed

Due to the early start of general bargaining with PG&E, the Retirement Planning Seminars normally held during the spring have been postponed until the fall. Check the Utility Reporter this summer for a complete listing of seminar dates and locations.

## PG&E bargaining begins

*From PAGE ONE*

tors will have at least one more meeting for exchanging information before bargaining gets underway in earnest on April 20.

While the union's opening package concentrates on job security issues, the company package focuses on reducing costs by requiring employees to pay more for benefits. The company pro-

poses to hike co-payments that employees pay for health services, as well as making employees pay part of the premiums.

The company proposal would seriously shift more of the cost of retiree medical benefits onto the retirees.

Three factors have contributed to the current state of uncertainty about workforce levels at PG&E.

First, the company announced last year its intention to consolidate all of its customer service telephone activity into four regional centers by early 1994.

Second, the company announced restructuring plans in February that projected 1,500 layoffs in 1993, including 400-500 bargaining unit positions, and an additional 1,500 layoffs by the end of 1995.

Third, the company revealed on the opening day of bargaining that its February projections were way off the mark and that "lack of work" could mean the loss of 2,000 bargaining unit jobs.

The union wants the company to achieve any reductions through voluntary retirement and severance incentives rather than layoffs.

**(PG&E members: For the full text of both parties' opening bargaining proposals, see the special pull-out section in this issue of the Utility Reporter.)**

### 'Journeyworker Jones' dramatizes life of Bay Area tradeswomen

**T**he apprenticeship of a woman electrician is the subject of a new play scheduled to premiere in San Francisco in May.

"Journeyworker Jones" by George Crowe is based on interviews with actual tradeswomen throughout the Bay Area.

Although "Jones" is fictional, the play's events and dialogue are based on real life.

The play is scheduled to run on Thursday, Friday and Saturday evenings from May 13 to May 29 at the South of Market Cultural Center, 934 Brannan St.

"Journeyworker Jones" is a production of Tale Spinners Theater, a professional non-profit theater company dedicated to creating and producing plays inspired by the oral histories of the people of the Bay Area.

The company was founded in 1974.



### Union brother needs money for transplant

Contributions are needed to help IBEW member Clifton Edwards pay for a bone marrow transplant.

Edwards, a member of IBEW Local 48, suffers from multiple myeloma—cancer of the bone marrow. Insurance will pay for \$190,000 of the needed \$220,000.

Tax deductible donations can be made out to "Community Church of God" indicating it is for Clifton Edwards and mailed to:

**Community Church of God  
202 NE Skidmore  
Portland, OR 97227**

## Local 1245 and PG&E test EMF exposure

By Dan Mayo

**D**o barehanding and rubber gloving work practices increase a worker's exposure to electric and magnetic fields (EMF)?

Local 1245 and Pacific Gas & Electric will soon begin attempting to answer this question by finding volunteers to wear devices that monitor their level of EMF exposure while working.



Mayo

The monitoring is required under the variance issued by Cal-OSHA that permits PG&E to utilize barehanding and rubber gloving procedures. The variance was granted in 1990 after Local 1245 and PG&E reached agreement on a package of safeguards designed to minimize risk to employees who utilize these procedures.

To fulfill the monitoring requirement, PG&E has contracted T. Dan Bracken, Inc. to perform personal exposure measurements of many PG&E lineworkers and to help PG&E measure and ana-

lyze a variety of worksites in order to better characterize the worker environment.

On a task-by-task basis there is not much data available on personal exposures. It is hoped that this study will fill in this important piece of the EMF puzzle. This study is designed to measure how an individual lineworker's exposure might change as a result of using the "new" rubber glove and bare hand live-line procedures versus using the "old" hotstick procedures.

### Several Parameters

Since it is unclear which aspects of the fields might be significant from a health standpoint, several exposure parameters will be measured: magnetic field strength, in milligauss; harmonic field strength; and intermittency of the fields. Other parameters may also be measured.

Pam Long, of Magnetic Measurements, under the direction of T. D. Bracken, will be in charge of the data collection for personal exposure measurements. The meter, an EMDEX II monitor, will be worn in a shoulder-holster-type harness, and will record measurements



A Local 1245 member wears EMF monitoring gear while rubber-gloving during a pilot study.

while the worker completes his or her tasks. Trained observers will timestamp when workers enter and leave certain "work zones", and record line loads and job task types.

The work will be videotaped solely for the purpose of aiding analysis of data, and to help prevent or explain data recording errors on the part of the observers.

Data collection is slated to begin next month.

Participation by line-workers will be strictly voluntary. Unfortunately, to keep this project down to a manageable size, not everyone will

be able to participate. Those who do will be given the opportunity to receive a copy of their own personal measurements by self-addressing a stamped envelope.

### Not a Health Study

It is important to understand that this particular study, by itself, will not answer the question: "Does EMF promote cancer in PG&E workers?" This is not a health study.

However, there are ongoing epidemiological studies of electrical occupations (including lineworkers) which are attempting to address health questions. PG&E has also participated in one such study being conducted by the Electric Power Research Institute (EPRI) under the direction of Dr. David Savitz. Preliminary results from that study should be available by 1994.

### More Research Needed

Although there is much disagreement about whether

EMF exposures cause health problems, it is widely agreed that more research is needed. Local 1245 members need answers to those basic questions.

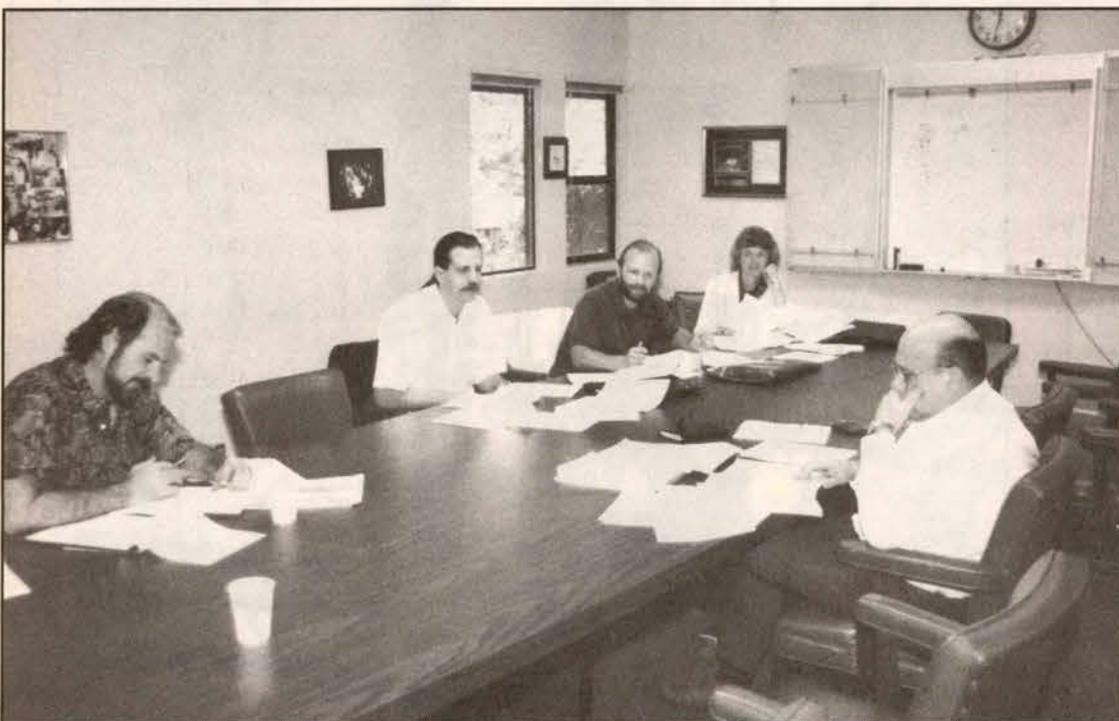
While this project will not directly address those health questions, it should provide guidance for minimizing EMF exposures if future studies determine that is necessary.

For these reasons, Local 1245 supports this monitoring study, and encourages member participation.

(Dan Mayo is a member of the Local 1245/PG&E joint committee on EMF)

### S. F. clerical unit meets at Sheraton

Unit 2401, San Francisco Clerical, now meets at the Sheraton Palace Hotel at New Montgomery and Market Streets in San Francisco. Meetings are held on the second Wednesday of the month at 5:30 p.m.



### CHEM-RAD MEETING

Meeting on Chem-Rad issues at the Walnut Creek union office recently were (from left): Business Rep. Mike Haentjens, Diablo Canyon union members Matthew Huszarik, Hari Nam Singh Elliott, and Sharon Gripp, and Senior Assistant Business Manager Darrel Mitchell.

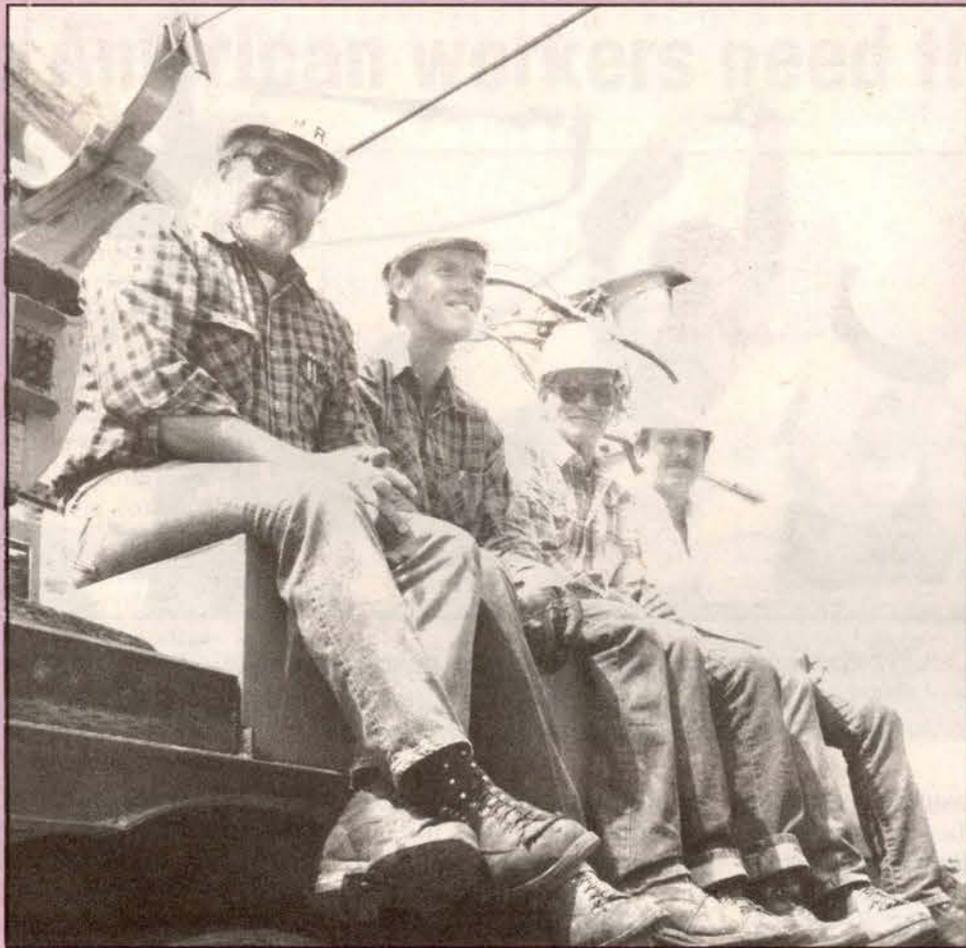
### Ed Mello dies in accident

Ed Mello, a member of Local 1245 since 1984, was killed in a job-related accident March 10.

Mello, a Miscellaneous Equipment Operator for PG&E General Construction, died when crushed by a 55-foot pole which broke loose and fell off the trailer during unloading operations.

The incident is under investigation by Cal-OSHA, the company, and the union.

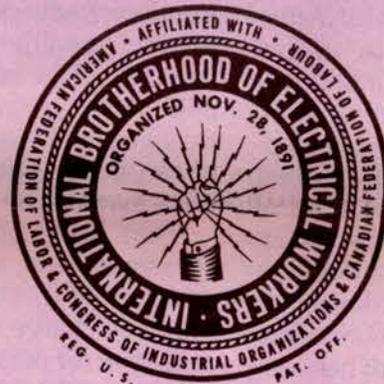
Mello was 36 at the time of his death.



# At work for Sturgeon in L.A.

Members of Local 1245 working for Sturgeon Electric in Los Angeles last year cut in a 34.5 KPF switch to serve a new customer--a commercial building on Main Street. Working the job were P.R. James, foreman, Tom Rowley, apprentice, and linemen Wayne Zilmer and Mike Cottrell. General Foreman was Bill Kibbe. (Photos: Eric Wolfe)

From left: P.R. James, Tom Rowley, Wayne Zilmer, and Mike Cottrell.



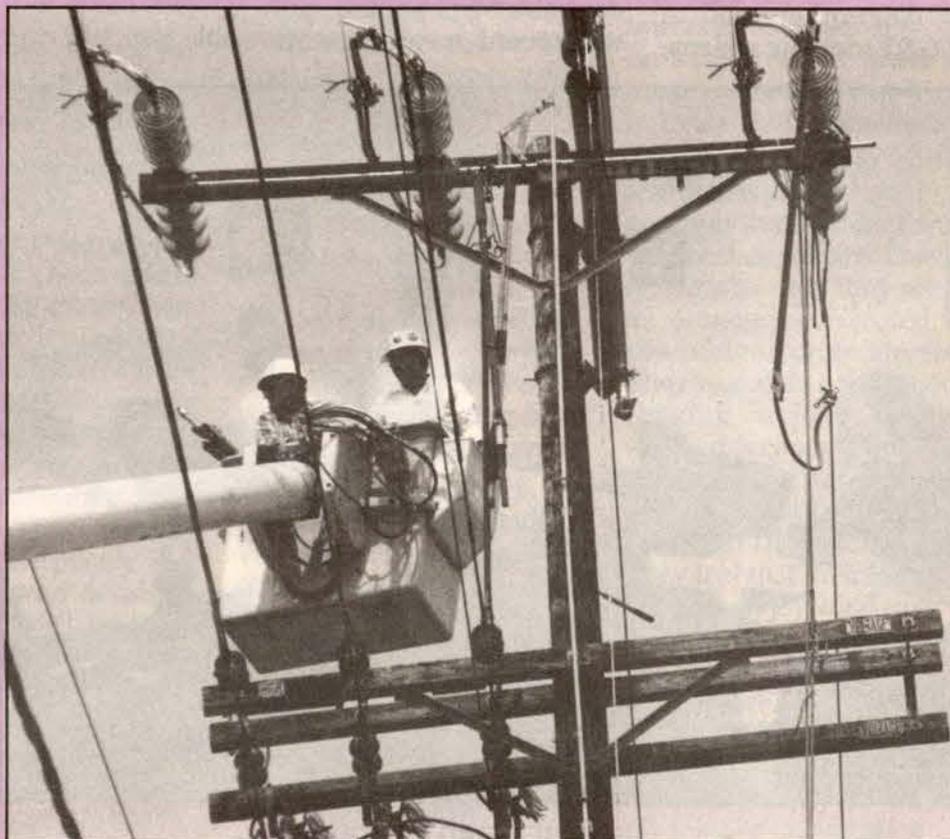
## Outside Line Construction: Experience You Can Count On



Business Rep. Bobby Blair and General Foreman Bill Kibbe, an IBEW member since 1964.



Apprentice Tom Rowley.



Wayne Zilmer and Mike Cottrell.

A disturbing glimpse at our country's future under the

# NAFTA

## North American Free Trade Agreement



**T**hink of the North American Free Trade Agreement as a crystal ball. When you gaze into it, you are seeing the future.

Go ahead, look closer. It's now the 21<sup>st</sup> Century. National governments still exist, but national economies don't. We are all part of one global economy.

Who makes the rules for this 21<sup>st</sup> Century global economy? Individual governments don't. The rules are now spelled out in international treaties. These treaties are administered by trade panels, acting on the advice of the large multinational corporations that dominate the global economy.

Workers still occasionally persuade national governments to pass laws concerning minimum wage standards, occupational safety standards, or the right to organize unions. But these laws can be overruled by the trade panels.

The trade panels meet in secret. They make decisions without taking testimony, without press coverage, without public participation of any kind. Workers have no seat at the table.

How do you like the 21<sup>st</sup> Century so far? Obviously it's not the sort of world that will benefit working men and women. Unfortunately, it's the sort of world we're heading toward.

And NAFTA is a big first step along the way.

By Eric Wolfe  
**NEW HOPES, NEW HURDLES**  
**UNIONS IN THE CLINTON ERA**  
 Third in a Series

(Continued on NEXT PAGE)

From PAGE SEVEN

**Lost Jobs, Lost Wages**

Business groups defend NAFTA, saying it will create jobs for US workers by increasing trade. But numerous independent studies strongly suggest that NAFTA will destroy far more US jobs than it creates.

A study conducted by University of Massachusetts economists predicts that NAFTA will cost 290,000 to 490,000 US jobs by the end of the decade. A study by the Economic Policy Institute puts the figure at 550,000 jobs lost over a 10-year period.

Those job losses will give employers more leverage to cut wages in the US. One-fourth of the 455 business executives surveyed in a recent poll said they are likely to use NAFTA to bargain down wages at US facilities.

Economist Edward Leamer, in a paper published last year, suggested that about 70% of the US workforce—all but the most highly-skilled workers—would experience wage losses averaging about \$1,000 per year because of NAFTA.

**Lost Power**

But the problem goes beyond workers' loss of jobs and wages. The real threat is workers' *loss of power*.

Power for workers is rooted in their ability to organize. Only in numbers are they a match for the power wielded by their employers.

Through most of the 20th Century, American workers operated within a national economy. National labor laws guaranteed the right to organize. Entire industries were organized on a national basis.

But as the 21st Century approaches and American workers face a global economy, the very foundation for worker power in the US is crumbling. When the boss can threaten to move

production to Mexico, workers are in a poor position to bargain for wage gains or to conduct an organizing drive.

In a global economy, capital holds all the cards. Workers in America and elsewhere will watch their power decline until they find ways to organize themselves at a higher level. Unions must develop strategies for dealing with the global nature of capital.

**Global Standards**

This is not a new idea, of course. The founders of our own union a century ago set out to organize an *International Brotherhood of Electrical Workers*. The Industrial Workers of the World dreamed of organizing one big union that would unite workers everywhere.

With global unity, workers could set global standards for wages and working conditions. Corporations could threaten to move somewhere else, but they would meet the same labor standards wherever they went.

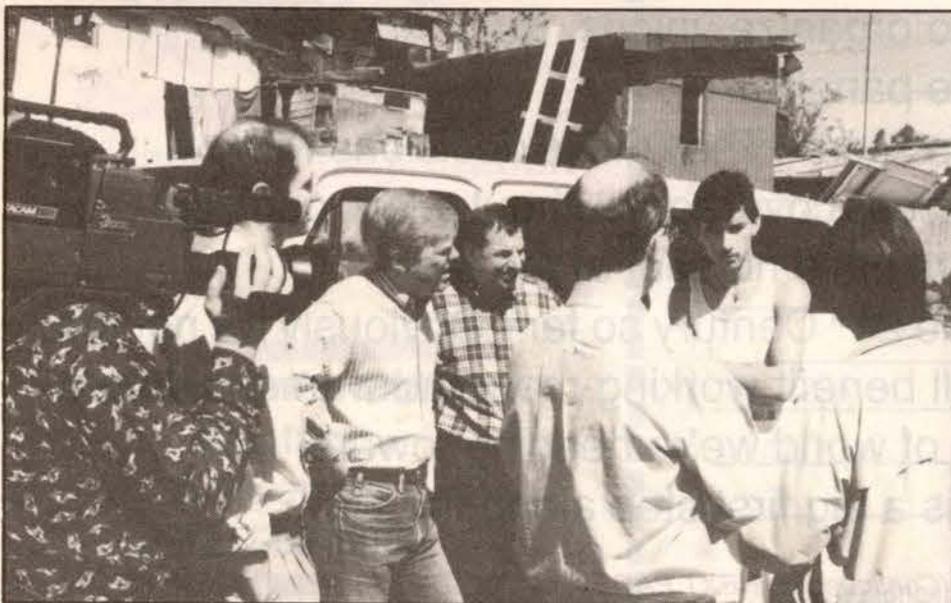
Workers, of course, are not united globally. Unions of different nations often support one another in symbolic ways, but lack the economic and political power to offer real assistance.

There is one arena, however, in which workers can fight for international labor standards: trade agreements.

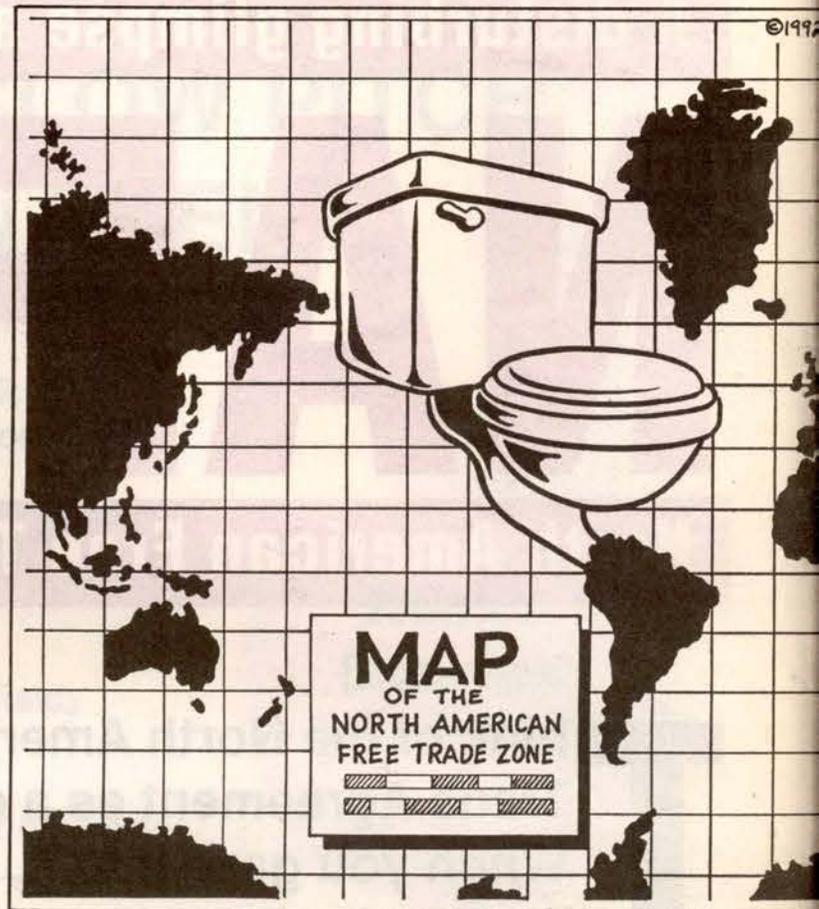
Corporations are attempting to use trade agreements like NAFTA and the General Agreement on Tariffs and Trade (GATT) to tear labor standards down. Working people must use the battle over NAFTA and GATT to build labor standards up.

**NAFTA: Access to Cheap Labor**

As negotiated by former President Bush, NAFTA does nothing to protect the rights of workers. Its primary pur-



A congressional delegation headed by House Majority Leader Richard A. Gephardt (D-Mo.) hears a maquiladora worker during a tour of Tijuana's industrial complex, festering toxic dumps and poverty-ridden worker villages. Many in Congress say they cannot support NAFTA as currently written.



pose is to give corporations easier access to cheap labor in Mexico, and to open the way for US corporations to expand into Mexico's banking, insurance, telecommunications and energy industries.

NAFTA, in fact, spells out the rights of corporations in great detail. But it is utterly silent when it comes to the rights of workers.

The Labor Advisory Committee on the North American Free Trade Agreement stated the problem plainly last fall in its report to then-President Bush:

"Where are the protections in this agreement against further deindustrialization of the American economy? Where are the protections against the erosion of our skill base in manufacturing? Where are the counter-incentives to massive transfers of investment and production to Mexico? Where are the protections for Mexican workers to help ensure that they, and not just their employers, will reap benefits from increased investment...?"

NAFTA contains no such protections.

"As NAFTA is currently drafted," the Labor Advisory Committee declared, "we know that US corporations, and the owners and managers of these corporations, stand to reap enormous profits. The United States as a whole, however, stands to lose an enormous amount."

**GATT: Perverse Logic**

GATT, the international agreement that regulates more than 80% of world trade among approximately 100 signa-

tory countries, is also a product of the corporate agenda.

The US is currently attempting to renegotiate GATT to give corporations an even freer hand in the global economy. Like NAFTA, GATT imposes no obligations on corporations to observe even minimal labor standards.

As noted by Walter Russell Mead in "The New Global Marketplace", GATT makes no effort to penalize even the most heinous corporate conduct, such as the use of child labor.

"Countries that offer no old-age social insurance to their work forces, that crush unions, that fail to enforce any health and safety standards in the workplace compete on equal terms with more enlightened countries," writes Mead. "Under the perverse logic of GATT, the willingness of a country to use child labor or to deny elderly workers any retirement benefits whatever becomes a 'competitive advantage' that it is GATT's duty to protect."

Under the rules of GATT, if one country sues another over trade issues, the case is heard by a panel of three trade officials. The hearings are secret, with no opportunity for public participation.

**Why Not Use NAFTA to Protect Rights of Labor?**

NAFTA and GATT lay out the corporate vision for the 21st Century. But these and other multinational agreements could just as easily be used as vehicles for spelling out the rights of labor.



should spell out trade sanctions to punish infractions of labor rights on either side of the border. These rights would include:

- \*The right to organize and bargain collectively.
- \*Strong workplace health and safety standards.
- \*Appropriate minimum wage structures.
- \*The elimination of child labor.
- \*A prohibition on forced labor.
- \*Guarantees of non-discrimination in employment.

The AFL-CIO also wants NAFTA to address the existing environmental pollution of the border area, based on the principle of "the polluter pays." Trade sanctions could be levied when environmental standards are violated within the signatory countries.

The AFL-CIO advocates a prohibition on transferring workers across borders in the event of labor disputes, and a prohibition on trade while a labor dispute is in progress.

The AFL-CIO proposal also tackles one of the most disturbing aspects of NAFTA: its implied power to overrule local, state and even federal laws. The AFL-CIO believes NAFTA should not be allowed to infringe on the right of governments to adopt standards to protect the public safety or the environment.

### Crystal Ball

NAFTA may seem like an esoteric issue, of concern only to economists. But it is far more. NAFTA truly is like a crystal ball, a peek at the future.

The question is: which future do we want?

If the current version of NAFTA is ratified, working people in both the US and Mexico will experience further deterioration of their living standards.

But if Congress rejects the current version of NAFTA and insists on renegotiating the treaty, a different sort of future is within our grasp.

A future where international agreements are constructed to protect the rights of labor, not destroy them.

Last year, candidate Clinton campaigned on a promise to negotiate "supplementary agreements" to NAFTA that would create commissions to defend workers' rights and protect the environment. But Clinton's trade representative, Mickey Kantor, has been backing away from that promise ever since. In recent testimony to Congress, Kantor suggested that the commissions overseeing labor and environmental standards would have no enforcement power.

Agreements that can't be enforced are a cruel hoax. Unless the agreement is completely renegotiated, NAFTA means disaster for US workers and the US economy.

The AFL-CIO has proposed a different approach to NAFTA. In labor's vision, NAFTA can become an instrument of labor law reform, benefitting workers on both sides of the US-Mexican border.

The AFL-CIO says that NAFTA

**Corporations are attempting to use trade agreements like NAFTA and GATT to tear labor standards down. Working people must use the battle over NAFTA and GATT to build labor standards up.**

## Across the border: California companies who export US jobs

The following is a small sampling of companies in California (as of Jan. 1, 1992) that have operations in Mexico. Altogether there are about 500 such California companies who have decided to take advantage of low-wage workers in Mexico, where labor laws are not enforced.

COMPANY:	CALIFORNIA LOCATION:	MOVED TO:	NO. OF WORKERS:
Pulse Engineering	San Diego	Tijuana	511
Fisher Price Co.	San Diego	Tijuana	500
Sony Manufacturing Co. of Am.	San Diego	Tijuana	976
Nelcor Inc.	Chula Vista	Tijuana	510
Sono Electronic Mfg. Corp.	Chula Vista	Tijuana	491
Made in Mexico, Inc.	Chula Vista	Tijuana	750
Pass & Seymour, Inc.	Gardena	Tijuana	599
Pacific Electric Chord	Gardena	Tijuana	450
Hyundai Precision Am. Inc.	Laguna Hills	Tijuana	540
Mattel Inc.	Hawthorne	Tijuana	2400
Modern Faucet Mfg. Co.	Los Angeles	Mexicali	570
Bourns Inc.	Riverside	Tijuana	415
Plantronics Inc.	Santa Cruz	Tijuana	485
International Rectifier Corp.	El Segundo	Tijuana	410
Hughes Aircraft Co.	Rcho. Sta. Marg.	Mexicali	535
Coastcast Corp. (Golf Div.)	Gardena	Mexicali	875
Chromizing Co.	Gardena	Mexicali	872
Cetron Corp.	Anaheim	Mexicali	425
El Power Corp.	Santa Ana	Mexicali	455
Air Research Mfg. Co.	Torrance	Mexicali	400
Vanguard Electronics Corp.	Gardena	Mexicali	550
Rockwell International Corp.	Newport Beach	Mexicali	725
Aimee Europe LTD	San Bernardino	Aguascalientes	1500
Tanimura & Antle, Inc.	Spreckels	Miguel Aleman	1400
Virco Mfg. Corp.	Los Angeles	S. Luis Rio Colo.	1850
Maruri USA	Van Nuys	Piedras Negras	1400
Magentec	Los Angeles	Cd. Juarez	500
ITT Cannon	Santa Ana	Nogales	429
Olga, Inc.	Van Nuys	S. Luis Rio Colo.	600
Mattel, Inc.	Hawthorne	Santa Catalina	600
Southland Produce Co.	Los Angeles	Reynosa	1000
Green Giant	Watsonville	Irapuato	1200

(For further information on the above facilities, call the AFL-CIO Region VI office at 213-387-1974.)

## Write Your Reps!

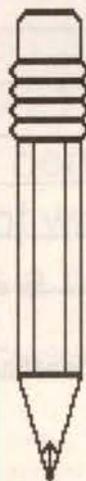
Pour yourself a cup of coffee, pick up a pen, and tell your US Senators and US Representative that you want tough, enforceable labor standards written into the North American Free Trade Agreement.

Representative \_\_\_\_\_  
US House of Representatives  
Washington, DC 20515



Senator Dianne Feinstein  
US Senate  
Washington, DC 20510  
(415) 249-4777

Senator Barbara Boxer  
US Senate  
Washington, DC 20510  
(415) 403-0100



Hear Ye! Hear Ye!

# SIXTEENTH ANNUAL SLOW PITCH SOFTBALL TOURNAMENT

IBEW LOCAL UNION 1245

Saturday, May 22 & Sunday, May 23, 1993  
Willow Pass Park, Concord, California



## Four Divisions

- Women's
- Coed (Minimum 3 women on field)
- Men's "D"
- 35 & Older (Minimum 5, 35 or older on field)

**Women Encouraged to Participate!**

*Family Members Eligible!*

Individual Trophies for the 1st Place Teams

Team Trophies for 1st, 2nd, & 3rd in all Divisions

Winner of "D" Division to Advance to State Industrial Championship

**\$155 Entry Fee Due No Later Than May 14, 1993 (Incentives for Registration by April 16, 1993)**

**For More Information, Contact: Ed Caruso (510) 933-6060**

**USSA Umpires Provided**

### Local Union 1245's 16th Annual Slow Pitch Softball Tournament May 22 and May 23, 1993

Team Name: \_\_\_\_\_  
 1992 Team Name: \_\_\_\_\_  
 Manager's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State & Zip: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Please Print:

1. _____	11. _____
2. _____	12. _____
3. _____	13. _____
4. _____	14. _____
5. _____	15. _____
6. _____	
7. _____	
8. _____	
9. _____	
10. _____	

Men's D  
Coed  
Women's  
35 & Older  
(Circle One)

Entry Fee: \$155  
Final Deadline: May 14, 1993, 10 a.m. at Local 1245 Headquarters in Walnut Creek  
Make Checks Payable to: Ed Caruso  
P.O. Box 4790  
Walnut Creek, CA 94596

# Local 1245 Retirees Club streamlines by-laws on meeting schedules and dues notification

By Orville Owen

The Bylaws of the Local Union 1245 Retirees Club were amended Jan. 22 to assist retirees in scheduling their monthly meetings at times and places that would be more desirable and convenient as determined by the majority of the members of each chapter of the Retirees Club.

The amendments will also provide an annual notification to each retiree of when their dues are due and payable. All of the amendments were recommended by current retirees and the officers of both the East Bay and San Jose Chapters.

It is still our goal to establish Retiree Chapters throughout the Local Union's service area.

Our progress in establishing our next chapter in the Reno area was put on hold for a month as a result of my left leg's confrontation with live steam line which grounded me for a month.

### Wheels Back in Shape

Now that I have both wheels back in good shape I will be in contact with our retirees in the Reno area. I have received calls from Tex Kelley and George

MacDonald and other Sierra Pacific retirees who are able and willing to assist in getting the Reno Chapter estab-

lished and functioning.

Retirees in other areas are encouraged to contact the local union office for assis-

tance in their home area.

Brother Gene Hastings, an original organizer of our Retiree Club and an active participant in behalf of Local Union retirees at Senior Citizens conventions and conferences all over the nation, has moved to Bakersfield and is in the process of contacting retirees in that area, which would be our fourth chapter.

Let's get together. We need each other!

**It is still our goal to establish Retiree Chapters throughout the Local Union's service area.**

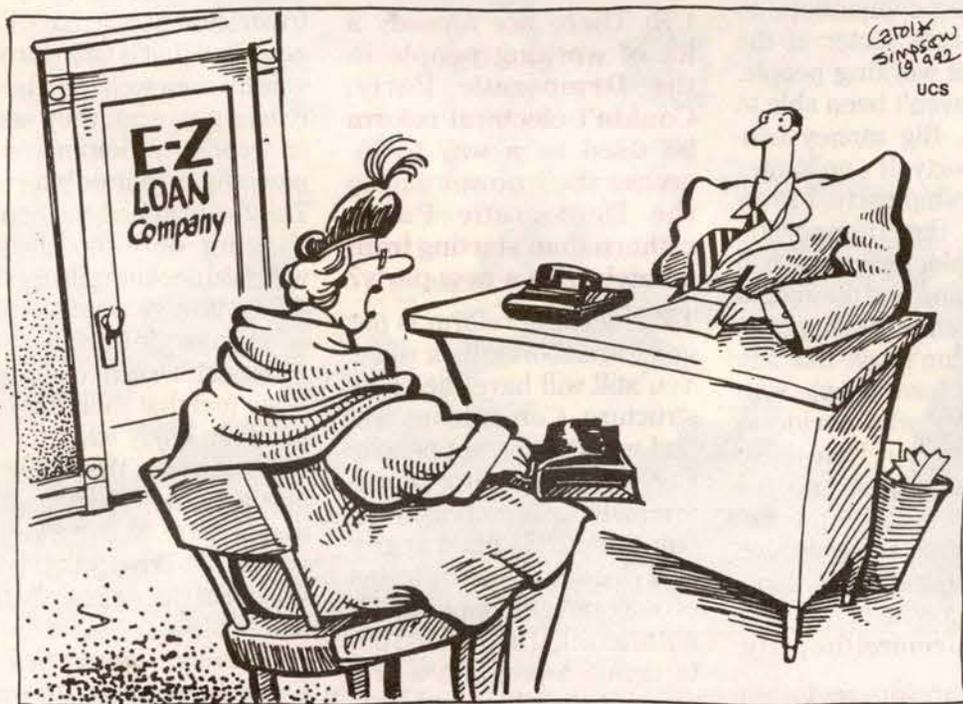
## Seniors sided with Clinton in 1992 election

Older men and women voted for Bill Clinton in larger numbers than any

other age group according to exit polls conducted by Voter Research and Sur-

veys. VRS is a cooperative effort of ABC, CBS, CNN and NBC.

AGE	CLINTON	BUSH	PEROT
18-29	44%	33%	23%
30-44	43%	36%	20%
45-59	42%	38%	20%
60 and older	52%	37%	11%



"My fixed income broke again."

## Lid raised on earnings limit

The maximum amount of money that Social Security beneficiaries can earn without losing any benefits went up Jan. 1, 1993.

For persons between the ages of 65 and 69, the limit will be \$10,560, up from \$10,200 in 1992. For every \$3 earned over this limit, \$1 is withheld from the benefit check.

For those under age 65, the limit will be \$7,680, up from \$7,440. For every \$2 a person under 65 earns over this limit, \$1 is withheld.

There is no limit on earnings for people age 70 or older.

IBEW  
Local  
1245



### Retirees Corner

## Population of senior citizens increases 22%

The number of Americans who are 65 and older grew by 22% over the last decade.

According to a report in Senior Citizens News, the growth rate for the 65-and-older group was double the rate for people in all other age groups, and is continuing to rise.

The increase is greatest among those who are over 80, according to Cynthia Tauber, author of a recent report on the subject. While the majority of seniors in America are in reasonably good health, Tauber said, those 85 or older have the most serious health problems, often requiring the attention of a family caregiver.

The National Council of Senior Citizens has been attempting to "wake the government up to this population explosion," said NCSC Executive Director Lawrence Smedley, "and to get it moving on programs that meet the needs of elderly men and women."

Smedley said that what's most needed are long-term care services so older people can stay in their homes and communities.

"Family caregivers are doing the best they can to enable their loved ones to remain at home and out of nursing homes," he said, "but the government has a responsibility to assist them in doing so."

Long-time activist pitches idea to Local 1245 members

# Do American workers need their own political party?

**T**ony Mazzocchi believes American workers need their own political party. During a recent swing through the Bay Area he spoke with members of Local 1245 and other unions about Labor Party Advocates, an organizing committee attempting to lay the groundwork for a Labor Party.

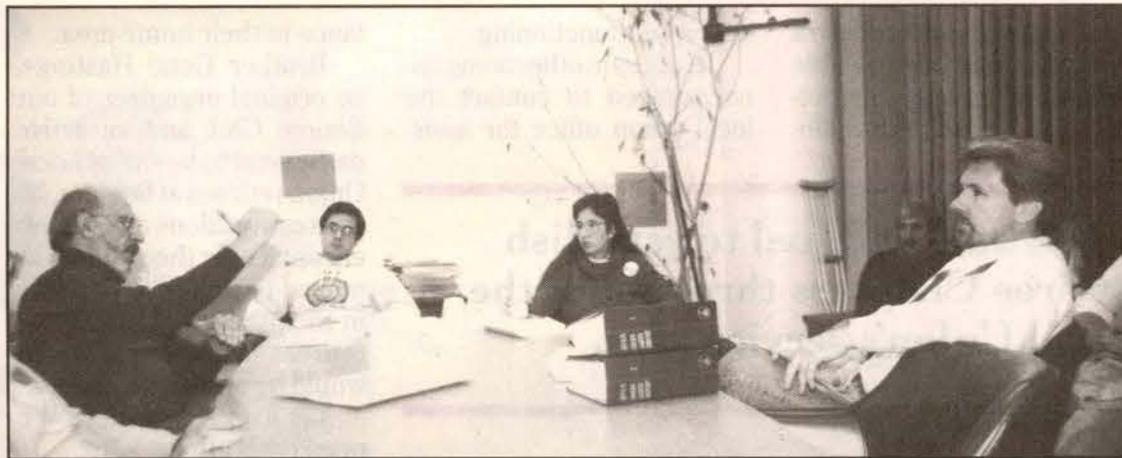
Mazzocchi, former Secretary-Treasurer of Oil, Chemical and Atomic Workers, is now Assistant to the President of OCAW.

**UR: What's so wrong with the existing parties?**

**TM:** The parties are not really addressing the concerns of working people. Working people are alienated and disaffected. The political reality of the last few years has been a pro-corporate agenda. Unions are in the worst shape they've been since the 1920s. It's very difficult to organize, wages are dropping, jobs are hemorrhaging, social conditions are deteriorating. It doesn't look to get better with a corporate agenda.

**UR: We've just had 12 years of anti-labor policies under Republican presidents. Can't we expect something better from Clinton now?**

**TM:** One has to look at history. Our wages have been falling since 1973. Ronald Reagan accelerated the attacks on the organization of working people, so they haven't been able to defend themselves as well. But our experience with all political parties is they've taken a position that the burden should not be equally shared. Wealth has continued to gallop upwards rather than "trickle down." This is our practical experience and our members perceive it that way. They need a party to represent their best interests. We worry our own members are going to bolt—possibly to some right-wing Third Party [if we don't create a more progressive alternative]. We hope Clinton does well, but we're going to



MEETING MAZZOCCHI

Tony Mazzocchi, left, discusses Labor Party Advocates with Local 1245 members (continuing from left) David Walters, Millie Phillips, and Robin David, and other Bay Area union members during a meeting in San Francisco in January. (Photo: Eric Wolfe)

**"Corporate power is of incredible magnitude, not easily circumvented. [Working people] need a party that defines issues in terms of our interests."**

*Tony Mazzocchi*

build an organization that makes sure whoever is in there pays attention to the concerns of working people.

**UR: Clinton's Labor Secretary, Robert Reich, advocates infrastructure projects which would produce jobs, and also advocates education and training for workers. What more could we want?**

**TM:** I think Reich means well. But the level of investment [that's been proposed] is totally inadequate. If Clinton's tax investment credits proposal goes through it will mean the diminishment of jobs because it will accelerate the rate of automation in many areas. I think Reich brings some interesting potential to the job, and that's why I think we need a movement out there. Education and redefined work is a very important concept and we have to debate it. But it's not going to happen on its own. We need a movement.

**UR: Wouldn't it be easier to get involved with the Democratic Party and re-order its priorities rather than create a new party?**

**TM:** We've tried for 45 years. It hasn't worked. Those of us who have worked hard at this see our influence far less now than ever before. That has been a total failure.

**UR: Why?**

**TM:** The structure of the party is such that it has an agenda that attempts to appeal cross-class, and is generally being sympathetic to the corporate sector at the expense of working people. And we haven't been able to change it. Big money controls the party. It's no longer a membership party. I grew up when the Democratic Party had block captains, had ward captains, and they could deliver on some of their promises. You don't have that any more. You have people who have money who decide to run for office, you have these media campaigns, and it's controlled from the top down. The corporate sector is able to make major contributions. We've lost any ability we may have had to control the party.

**UR: Assuming a Labor Party was launched and elected some candidates, wouldn't some of the same**

**money-influences you say characterize the Democratic Party end up having a similar effect on a Labor Party?**

**TM:** Reaction is always a factor. Constant vigilance, democratic structure and control from the bottom up is going to be the substance of the new party.

**UR: There are already a lot of working people in the Democratic Party. Couldn't electoral reform be used as a way to increase their power within the Democratic Party, rather than starting from scratch with a new party?**

**TM:** Electoral reform is not going to elaborate their voice. You still will have the same structure. Corporations will find ways to corrupt people. Corporate power is of incredible magnitude, not easily circumvented. We need a party that defines issues in terms of our interests. Our notion is not to attack [Democrats] but to define a program—a program of working people.

**UR: A substantial number of members of our local**

**union have voted Republican in the past, and I'm sure many supported Perot in the last election. Some members believe that what is good for business is also good for them. How is a Labor Party relevant to working people with that view of things?**

**TM:** We've polled on this, across the country. Union members across the country have told us the existing political structures are corporate dominated—they represent the interests of business. We don't think your members are any different. And I think if they were polled they would demonstrate they reject the major political parties and they think they're corporate-dominated. But they looked at Perot as an alternative voice. After all, he's the only guy who attacked NAFTA [North American Free Trade Agreement]. And he attacked the parties of Tweedle-Dee and Tweedle-Dum. That's a message that resonated.

**UR: Labor Party Advocates doesn't have a platform and you say it won't create one until it achieves a certain critical mass of members. But there must be some central ideas holding this thing together.**

**TM:** We're building on the frustration people have in an economy that is failing to provide for their welfare. They're reacting to what they see as an economy dominated by powerful corporate interests. They've watched the hemorrhaging of jobs, they've watched declining living standards, they've watched what is always defined as the American Dream disappear. They feel that their kids will not even enjoy what they've enjoyed—even the ability to buy a home. This disaffection is there. We're trying to address it. We need a vision. We want to define that vision.

(For more information on Labor Party Advocates activity in the Bay Area, contact Millie Phillips at (415) 821-9683.)



# 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



- Hole-in-One Prizes
- Long Drive Prizes
- Bar-B-Q Lunch
- Beer & Soda on Course
- Drawing for Many Prizes

**Blind Bogey Scoring**

**Guest Are Welcome**

**Limited to 144 Players**

## 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**

Boycotts  
Endorsed by  
the AFL-CIO

**Please Don't Patronize!**

Boycotts  
Endorsed by  
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**ACE DRILL CORPORATION**

Wire, jobber & letter drills, routers and steel bars  
United Automobile, Aerospace & Agricultural Implement Workers of America International Union

**BROWN & SHARPE MFG. CO.**

Measuring, cutting and machine tools and pumps  
International Association of Machinists & Aerospace Workers

**BRUCE CHURCH, INC.**

Iceberg Lettuce: Red Coach, Friendly, Green Valley Farms, Lucky  
United Farm Workers of America

**CALIFORNIA TABLE GRAPES**

Table grapes that do not bear the UFW union label on the carton or crate  
United Farm Workers of America

**DIAMOND WALNUT CO.**

Canned and bagged walnuts and walnut pieces  
International Brotherhood of Teamsters

**GOODY'S FAMILY CLOTHING INC.**

Retail clothing stores  
Amalgamated Clothing and Textile Workers Union

**GREYHOUND LINES, INC.**

Bus company  
Amalgamated Transit Union

**HOLLY FARMS**

Chickens and processed poultry products  
International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America

If you had to strike because your employer was unfair, you wouldn't want someone to cross your picketline. It's the same with boycotts. These boycotts have been called because unfair employers have refused to honor the rights of working people. Think of it as a consumer picketline: *don't cross it!*

**HOOD FURNITURE**

Wood furniture including beds, dressers, chests, dining room tables, home entertainment center components  
International Union of Electronic, Electrical, Salaried, Machine & Furniture Workers

**INTERNATIONAL PAPER COMPANY**

Producer International and Hammermill bond, offset and writing paper and related products  
United Paperworkers International Union

**IRON AGE SHOES**

Safety work shoes  
International Brotherhood of Teamsters

**KAWASAKI ROLLING STOCK, U.S.A.**

Motorcycles  
Transport Workers Union of America

**LOUISIANA-PACIFIC CORP.**

Brand name wood products: L-P Wolmanized, Cedartone, Waferwood, Fibrepine, Oro-Bond, Redex, Sidex, Ketchikan, Pabco, Xonolite  
United Brotherhood of Carpenters and Joiners of America, International Woodworkers of America

**MOHAWK LIQUEUR CORPORATION**

Mohawk labeled gin, rum, peppermint schnapps, and cordials  
Distillery, Wine and Allied Workers International Union

**R.J. REYNOLDS TOBACCO CO.**

Cigarettes: Camel, Winston, Salem, Doral, Vantage, More, Now, Real, Bright, Century, Sterling, YSL/Ritz; Smoking Tobaccos: Prince Albert, George Washington, Cater Hall, Apple, Madeira Mixture, Royal Comfort, Top, Our Advertiser; Little Cigars: Winchester Bakery, Confectionery & Tobacco Workers International Union

**ROME CABLE CORPORATION**

Cables used in mining and construction industry  
International Association of Machinists & Aerospace Workers

**SHELL OIL COMPANY**

Subsidiary of Royal Dutch Shell (parent company of Shell South Africa); gasoline, petroleum and natural gas products  
AFL-CIO

**SILO, INC.**

National retailers of electronic equipment and appliances  
International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America

**SOUTHWIRE CO.**

Commercial and industrial wire and cable; Do-it-yourself brand Homewire  
International Brotherhood of Electrical Workers

**STAR DENTAL PRODUCTS**

Dental hand tools  
International Association of Machinists & Aerospace Workers

**F.L. THORPE & CO.**

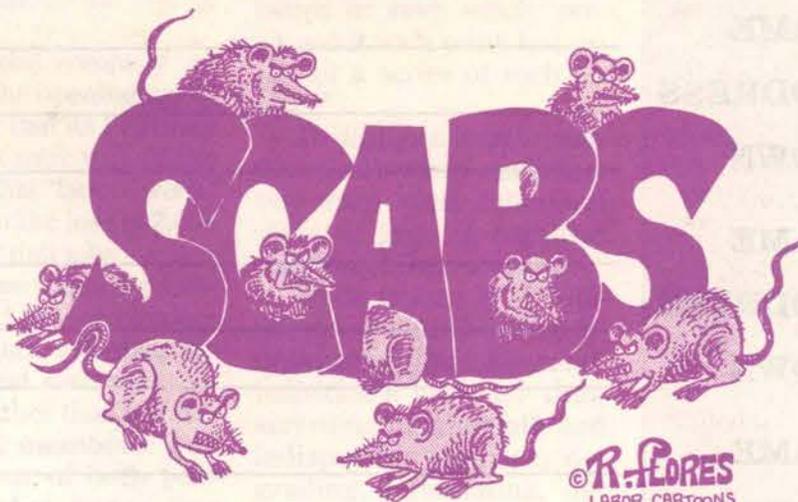
Black Hills Gold jewelry  
United Steel Workers of America

**UNITED STATES PLAYING CARD CO.**

Brand names: Bee, Bicycle, Tally Ho, Aviator and Congress  
Retail, Wholesale and Department Store Union



**SAY NO TO**



Union-Made Products

DO BUY!

Union-Made Products

Union Medicine Cabinet

UNION	COMPANY	ITEM	UNION	COMPANY	ITEM	
ICWU	Old Spice, Pierre Cardin, Cie, Blue Stratos, Grey Flannel, Niki de Saint Falle, L'Air du Temps, Maxim's de Paris, Watkins	Fragrances	UPIU	Kimberly Clark (Comfortube, Fems, Kotex, Lightdays, New Freedom); Proctor & Gamble (Always); Scott Paper (Confidets)	Feminine napkins/tampons	
	Old Spice, Pierre Crdin	After shave		Kimberly Clark (Depend), Georgia-Pacific (Ensure), Proctor & Gamble (Attends), Weyerhaeuser (Dripride)	Incontinence products	
	Cashmere Bouquet	Body powder		Dana Perfumes (Tabu, Ambush, Forbidden, Cane, Herbissimo)	Fragrances	
	Dermassage, Watkins	Body lotion		OCAW	Miles, Inc. (Alka-Seltzer Effervescent antacid, Alka-Seltzer Plus Cold Medicine, One-A-Day Within Vitamins, One-A-Day Essential Vitamins, Flintstones Children's Chewable Vitamins, Bugs Bunny Children's Chewable Vitamins, Bactine First Aid, Alka-Mints Chewable Antacid Tablets, Biocal Calcium Carbonate, Nervine Nighttime Sleep Aid); Medco Containment Service, Inc. (National Rx Pharmacies)	Non-prescription drugs
	Rapid Palmolive, Colgate	Shave cream			Gillette Co. (Toni Home Perms, White Rain hair products, Tame conditioner, Silkience conditioners/hair sprays, Adorn Mink hare spray, Dippity-Do)	Hair care products
	Colgate, Ultra Brite, Peak	Toothpaste			Gillette Co. (Right Guard, Soft & Dri, Dry Idea)	Deodorants
	Experience, Irish Spring, Palmolive Complexion, Palmolive Gold, Cashmere Bouquet, Vel Beauty Bar, Garden Bouquet, Pure & Natural, Zemo (medicated), Dove, Caress, Phase III, Shield, Lifebuoy, Lux, Pierra Cardin, Old Spice, Coleo Deodorant	Complexion bar soaps			Gillette Co. (Foamy, Trac II shave cream); Colgate-Palmolive Co. (Colgate shaving)	Shave cream
	Breck, Halo, Sulfur 8-Glass, Watkins	Shampoos			Lever Bros. Co. (Sunlight, Dove, Lifebuoy, Caress, Shield); Colgate-Palmolive Co. (Risih spring, Cashmere Bouquet, Palmolive)	Hand cleaners
	Boraxo, Pink Luron, Cool Hand, M.D. 7, TMT	Hand cleaners			Gillette Co. (Deep Magic lotion); Colgate-Palmolive Co. (Dermassage)	Body lotion
	Trigesic analgesic tablets; Milk of Magnesia; Di-Gel; Chooz antacid; Aspirin ascorbic acid tablets; Valadol aspirin substitute; Bristol-Myers Castor Oil, Regutol, Feen-a-Mint, Correctol laxatives; aspirins marketed under the names of Norwick, St. Joseph and Aspergum; Aftate medicated foot powder; Musterole analgesic ointment; Solarcaine first aid spray and cream; Mexsana medicated powder and skin cream; Inhiston cold remedy; duration nasal spray; Pepto Bismol tablets; Chloraseptic sore throat remedy	Non-prescription drugs			Colgate-Palmolive Co. (Ultra Brite, Wildroot, Orabase)	Toothpaste





# For The Living

Workers Memorial Day, April 28

**T**he Occupational Safety and Health Act promises every American worker the right to a safe job. But America's workplaces are far from safe. Each year 10,000 American workers die from job-related injuries, and tens of thousands more die from occupational disease. Nearly two million workers have been killed by workplace hazards since the OSHA Act was passed.

On April 28, the unions of the AFL-CIO observe Workers Memorial Day to remember those workers who have suffered and died and to renew the fight for safe workplaces. Unionists throughout the country are rededicating themselves on April 28 to passage of OSHA Reform legislation in the US Congress to give workers greater rights and protections.

Organized labor favors legislation to require the establishment of safety and health programs to reduce hazards and prevent injuries to employees.

Organized labor also favors the mandatory establishment of joint safety and health committees with an equal number of worker and employer representatives, with the power to review the employers' health and safety programs, conduct inspections and make advisory recommendations to employers.

Organized labor believes OSHA reform legislation should allow employee participation in the enforcement proceedings and prohibit retaliation against an employee for reporting unsafe conditions.

*We cannot afford to wait for thousands more to die from unsafe work conditions. The time for OSHA reform is now.*



**SPECIAL SUPPLEMENT  
UTILITY REPORTER  
APRIL 1993**

**1993 GENERAL BARGAINING  
WITH PG&E:  
COMPLETE TEXT  
OF INITIAL BARGAINING PACKAGES  
FROM UNION AND COMPANY**

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**Union Package: Pages B-K  
Company Package: Pages L-R**

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**This Special Supplement to the April 1993 issue of the Utility Reporter contains the initial packages presented by the Union and the Company in 1993 General Bargaining at Pacific Gas & Electric.**

**Language to be deleted from the current contract appears in [brackets]. Language to be added to the current contract is underlined.**

# UNION PACKAGE

**PHYSICAL (CLERICAL) AGREEMENT**

**TITLE 2. RECOGNITION**

**2.4 (2.4) SUCCESSOR**

This agreement shall be binding on any and all successors and assigns of the employer, whether by sale, transfer, merger, acquisition, consolidation, lease, receivership, bankruptcy or otherwise and whether the transfer be of the company in its entirety or in part. The employer shall make it a condition of transfer that the successor or assigns shall be bound by the terms of this agreement. It is the intent of the parties that this agreement shall remain in effect for its full term and bind the successor or assigns of the respective parties. (Amended 1-1-94)

**PHYSICAL (CLERICAL) AGREEMENT**

**TITLE 206, 306 (19). DEMOTION AND LAY OFF PROCEDURE**

**206.1 (19.1) GENERAL RULES (REGULAR EMPLOYEES)**  
**306.1 REGULAR EMPLOYEES [(TWO OR MORE YEARS SERVICE)]**

ADD TO THE BEGINNING OF THE 1st PARAGRAPH:

Prior to invoking the provisions of this Title, as it applies to layoff for lack of work, Special Provision K - Voluntary Retirement Incentive/Severance Program of the Benefit Agreement, shall be offered to all employees who may otherwise be affected by application of this Title.

**PHYSICAL (CLERICAL) AGREEMENT**

**TITLE 106 (17). STATUS**

**106.6 PART-TIME EMPLOYEE**

- (a) Language unchanged
- (b) Language unchanged
- (c) Part-time employment is allowed up to, but not to exceed two percent (2%) of the total full-time physical bargaining unit complement at any given time. (Added 1-1-94)

**17.6 PART-TIME EMPLOYMENT**

- (a) Language unchanged.
- (b) Language unchanged
- (c) Part-time employment is allowed up to, but not to exceed [four] two percent [(4%)] (2%) of the total full-time clerical bargaining unit complement at any given time. [(Added 1-1-91)] (Amended 1-1-94)
- (d) Language unchanged.

**106.7 INTERMITTENT EMPLOYEES**

- (a) Language unchanged.
- (b) Language unchanged.
- (c) Language unchanged.
- (d) Intermittent employment is allowed up to, but not to exceed two percent (2%) of the total full-time physical bargaining unit complement at any given time. (Added 1-1-94)

**17.7 INTERMITTENT EMPLOYEES**

- (a) Language unchanged.
- (b) Language unchanged.
- (c) Language unchanged.
- (d) Language unchanged.
- (e) Intermittent employment is allowed up to, but not to exceed two percent (2%) of the total full-time clerical bargaining unit complement at any given time. (Added 1-1-94)

**TITLE 206, 306 (19). DEMOTION AND LAY OFF PROCEDURE**

**206.1 (19.1) GENERAL RULES (REGULAR EMPLOYEES)**

(h) No regular full-time employee will be displaced, demoted, or laid off due to the usage of part-time or intermittent employees. Further, at a headquarters where Title 206 is to be implemented, all part-time and intermittent employees shall be affected prior to regular full-time employees. [(Added 1-1-91)] (Amended 1-1-94)

**306.1 REGULAR EMPLOYEES [(TWO OR MORE YEARS SERVICE)]**

The provisions of this Title 306 which are applicable to regular employees [with two years or more of Service] in cases of displacement, demotion or layoff due to lack of work or the return of an employee from leave of absence for Union business or military service, but not to layoffs due to inclement weather, lack of material and similar causes, shall be applied in such manner as to give effect to the following: (Amended 1-1-94)

(g) In the application of this Title, part-time employees and intermittent employees are considered to be a different classification than full-time employees under the same job title. Part-time employees and intermittent employees will not be able to displace full-time employees, regardless of seniority. Part-time employees can only displace other part-time employees in the same or lower classifications within their normal Line of Progression. Intermittent employees can only displace other intermittent employees in the same or lower classifications within their normal Lines of Progression. (Added 1-1-94)

(h) No regular full-time employee will be displaced, demoted, or laid off due to the usage of part-time or intermittent employees. Further, in a Promotion-Demotion Geographic Area where Title 306 is to be implemented, all part-time and intermittent employees shall be affected prior to regular full-time employees. (Added 1-1-94)

**PHYSICAL (CLERICAL) AGREEMENT**

**TITLE 106 (17). STATUS**

**106.3 (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 106.2 (17.2) above, and as provided hereafter in Section 106.4 (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 has been absent less than [one] three continuous years. (Amended [1-1-88] 1-1-94)

[(2) 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.

**TITLE 206, 306 (19). DEMOTION AND LAY OFF PROCEDURE**

**206.4 (19.4) ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT**

(a) [An] A regular employee [with three years or more of Service,] who is to be demoted or displaced as provided in Section 206.3 has the following elections: (Amended 1-1-94)

- (1) Language unchanged.
- (2) Language unchanged.
- (3) Language unchanged.
- (4) Language unchanged.
- (5) Language unchanged.
- (6) Language unchanged. [(Entire Subsection Amended 1-1-88)]

(b) [An employee with less than three years of Service who is to be

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demoted or displaced as provided in Section 206.3 has the following elections:]

[(1) may elect to displace that employee in the same classification and department within the Demotion Area who has the least Service, or if no such election is available; (Amended 1-1-91)]

[(2) may elect to displace that employee in the same classification and department within the Region who has the least Service, or if no such election is available;]

[(3) may elect to displace that employee in the same classification within the Demotion Area who has the least Service, or if no such election is available; (Amended 1-1-91)]

[(4) may elect to displace that employee in the same classification within the Region who has the least Service. (Entire Subsection Amended 1-1-88)]  
(Entire Subsection deleted 1-1-94)

(c) Language unchanged.

## 206.6 (19.6) BUMPING EMPLOYEE IN BEGINNER'S JOB

(a) Language unchanged.

(b) Language unchanged.

(c) If the Company cannot effect a demotion or displacement of an employee in Subsections (a) and (b) hereof, [if the employee has been employed three years or more,] such employee may elect to displace that employee in the [Company] Physical bargaining unit (Clerical bargaining unit) in a beginning classification, who has the least Service, provided the employee meets the qualifications for a transfer. [(Added 1-1-88)] (Amended 1-1-94)

## 306.1 REGULAR EMPLOYEES [(TWO OR MORE YEARS SERVICE)]

The provisions of this Title 306 which are applicable to regular employees [with two years or more of Service] in cases of displacement, demotion or layoff due to lack of work or the return of an employee from leave of absence for Union business or military service, but not to layoffs due to inclement weather, lack of material and similar causes, shall be applied in such manner as to give effect to the following: (Amended 1-1-94)

(a) [Provided that the employee is fully qualified to perform the duties of the classification to which such employee is to be demoted or transferred, Service, as defined in Section 106.3, shall be the determining factor in the application of this Title.] Employees shall be given as much notice as practical of Company's proposed action. Following such notice, and prior to the date of the proposed action, employees to be affected by the procedure shall be considered as though they had already been demoted, and, notwithstanding the provisions of Title 305, be granted preferential consideration to fill vacancies, in the normal Line of Progression, considered under the provisions of Section 306.9. (Added 1-1-94)

(b) An employee may not elect to displace another employee [with equal or greater Service] whose Service is equal to or greater than his/her own. An employee may not displace an employee in a classification having a wage rate higher than that of [such employee's] his/her own classification except where such classification is considered to be the same in accordance with a Line of Progression as provided for in Title 600. (Amended 1-1-94)

(c) An employee's Service, as defined in Section 106.3, shall be the determining factor in the application of this Title. Where referred to in this Title, the Promotion-Demotion Geographic Area shall be as listed in Exhibit II, General Construction Promotion-Demotion Geographic Areas. (Amended [1-1-88] 1-1-94)

(d) [Company shall designate the employees to be displaced under the provisions of this Title.] Where a vacancy in an appropriate classification exists, the filling of such vacancy in accordance with the appropriate provisions of this Title shall be substituted for the displacing of another employee as provided herein. If such vacancies exist in more than one Promotion-Demotion Geographic Area, Company shall provide the employee with a list of such vacancies and the location thereof. The employee may then elect to fill any of such vacancies. (Added 1-1-94)

(e) [When it becomes necessary to move an employee because of lack of work, Company shall give the employee as much notice as practicable.] Employees shall be demoted, displaced, laid off, or effect elections under the provisions of this Title on the basis of their regular classification, Promotion-Demotion Geographic Area and Line of Progression at the time of any such action. (Amended [1-1-91] 1-1-94)

(f) In the application of this Title, an employee shall not be placed in a job unless qualified to perform the duties. (Added 1-1-94)

## 306.3 BUMPING [(TWO OR MORE YEARS OF SERVICE)] IN SAME DEPARTMENT

(a) [An] A regular employee [who has two or more years of Service and] who is to be demoted pursuant to Section 306.2 may, in lieu thereof, elect to displace an

employee who (1) has less Service than the displacing employee, (2) is in the displacing employee's current classification and (3) is in the same General Construction Department. (Amended 1-1-94)

(b) If [an] a regular employee [with two or more years of Service] cannot effect a displacement provided for in Subsection (a) above and cannot effect a demotion to the next lower classification in the reverse order of the normal Line of Progression pursuant to Section 306.2, the employee may elect to displace an employee who (1) has less Service than the displacing employee and (2) is in the next successively lower classification in the reverse order of the normal Line of Progression in the same General Construction Department. (Amended [1-1-91] 1-1-94)

## 306.4 BUMPING [(FIVE OR MORE YEARS OF SERVICE)] TO ANOTHER DEPARTMENT OR FORMER LOP

(a) [An] A regular employee [with five or more years of Service] who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Section 306.3, may elect to displace an employee who (1) has less Service than the displacing employee and (2) is in the displacing employee's current classification in a different department of General Construction. If such displacement is not possible, the employee may elect to displace an employee who has less Service than the displacing employee and who is in the next lower or successively lower classification in the reverse order of the normal Line of Progression. (Amended 1-1-94)

(b) [An] A regular employee [with five or more years of Service] who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Section 306.3 or Subsection 306.4(a), may elect to displace an employee who, (Amended 1-1-94)

(1) has less Service than the displacing employee, and

(2) is in a General Construction Department in which the displacing employee previously worked [for one year or more in the preceding four years], and (Amended 1-1-94)

(3) is in a classification the displacing employee previously held for six months or more in such General Construction Department [in the preceding four years], or is in a classification lower thereto in the same Line of Progression. (Amended 1-1-94)

An employee may not effect a promotion under the provisions of this Subsection. [(Entire Section Amended 1-1-84)]

## 306.5 BUMPING [(FOUR OR MORE YEARS OF SERVICE)] TO A BEGINNER'S CLASSIFICATION

(a) [An] A regular employee [with four or more years of Service] who cannot effect a demotion pursuant to Section 306.2, and who cannot effect a displacement provided for in Section 306.3 or 306.4, may elect to displace that employee who (1) has less Service than the displacing employee and (2) is in the beginner's classification in a different Line of Progression in the same General Construction Department. (Amended 1-1-94)

(b) [An] A regular employee [with four or more years of Service] who cannot effect a demotion pursuant to Section 306.2, and who cannot effect a displacement provided for in Section 306.3 or 306.4 or Subsection 306.5(a), may elect to displace an employee who (1) has less Service than the displacing employee and (2) is in a beginner's classification in a different department of General Construction. [(Entire Section Amended 1-1-84)] (Amended 1-1-94)

## 306.6 RIGHTS TO A BEGINNER'S CLASSIFICATION IN REGION

[An] A regular employee [with five or more years of Service] who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Section 306.3, 306.4, or 306.5, may elect to: (Amended 1-1-94)

(a) Language unchanged.

(b) Language unchanged.

(c) Language unchanged.

(d) Language unchanged.

(e) Language unchanged.

## PHYSICAL (CLERICAL) AGREEMENT

### TITLE 206 (19). DEMOTION AND LAY OFF PROCEDURE

## 206.8 (19.8) MOVING ALLOWANCE

(a) When an employee is displaced under the provisions of this Title because of

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lack of work at his/her headquarters, and the employee's new headquarters is beyond commutable distance from his/her residence, Company shall reimburse the employee for the [reasonable] actual 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) Actual 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. Actual insurance on furniture and household goods.
6. Installation of television antenna or cable connections.
7. Piping and wiring costs to accommodate moved appliances.
8. Actual 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 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 (18.8) Labor Agreement Interpretation.] (Amended 1-1-94)

## [ SUPPLEMENT TO SECTION 206.8 (19.8)

### 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 8, 1971 ]

## PHYSICAL (CLERICAL) AGREEMENT

### TITLE 206, 306 (19). DEMOTION AND LAY OFF PROCEDURE

#### 206.10 (19.10) DEMOTION INTO UNIT FROM OUTSIDE - PROHIBITED

(a) [When by reason of lack of work at the employee's headquarters the Company demotes into a classification in the collective bargaining unit a supervisory or other employee who was not at the time of demotion a member of such unit such employee shall thereupon be entitled to exercise the rights set forth in this Title. (Amended 1-1-91)] (Deleted 1-1-94)

(b) [In no case shall such demoted employee be placed into a classification that is higher than the classification held prior to leaving the bargaining unit subject to Subsection 206.1(f). (Added 1-1-88)] (Deleted 1-1-94)

(c) Company shall not demote into the collective bargaining unit a supervisor or other employee. [who was hired or left the bargaining unit on January 1, 1991 or thereafter]. [(Added 1-1-91)] (Amended 1-1-94)

#### 206.16 (19.16) DEMOTION OF NON-UNIT EMPLOYEE INTO UNIT

(a) [A supervisory or other employee who was not at the time of demotion a member of the collective bargaining unit but who formerly worked in a classification which is in such unit may be demoted for any reason other than for lack of work into a previously existing vacancy in such unit within the Demotion Area in which the employee is employed or into a vacancy which has been created in any Demotion Area by the concurrent transfer or promotion of an employee out of such unit in connection with such demotion. (Amended 1-1-91)]

(b) [In no case shall such demoted employee be placed into a classification that is higher than the classification held prior to leaving the bargaining unit subject to Subsection 206.1(f). (Amended 1-1-84)]

(c) [Company shall not demote into the collective bargaining unit a supervisor or other employee who was hired or left the bargaining unit January 1, 1991 or thereafter. (Added 1-1-91)] (Entire Section deleted 1-1-94)

#### 306.11 [SUPERVISORIAL DEMOTION] DEMOTION INTO UNIT FROM OUTSIDE - PROHIBITED

[When by reason of lack of work in his or her department, the Company demotes into a classification in the collective bargaining unit a supervisor or other employee who was not at the time of demotion a member of such unit, such employee shall be placed in the classification held prior to leaving the bargaining unit consistent with the provisions of Subsections 306.1(a) and (b) and thereupon be entitled to exercise the rights set forth in this Title. (Amended 1-1-88)]

Company shall not demote into the collective bargaining unit a supervisor or other employee. (Amended 1-1-94)

#### 306.12 DEMOTION INTO UNIT FROM OUTSIDE

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

[(b) In no case shall such demoted employee be placed into a classification that is higher than the classification held prior to leaving the bargaining unit subject to Subsection 306.1(a). (Amended 1-1-88)] (Entire Section deleted 1-1-94)

## TITLE 600 JOB DEFINITIONS AND LINES OF PROGRESSION

Section 600.3, Exhibit VI-B, Steam Generation and Nuclear Power Generation

[CONFIDENTIAL EMPLOYEES' LINES OF PROGRESSION]

# INITIAL BARGAINING PACKAGES FOR 1993 GENERAL NEGOTIATIONS WITH PG&E: UNION PACKAGE

[Confidential employees in Steam Generation and Nuclear Plant Operations Department outside of General Office, have a line of progression into Plant Clerk classifications, as follows: Personnel Clerks prebidding to First Plant Clerk or Control Room Assistant - DCPD will be considered as "next lower" in the line of progression. Transfers to Routine Plant Clerk will be as Priority 2 or 3. Transfers to all other beginning classifications will continue to be considered as out of the bargaining unit.]

NOTE: PROPOSED IN CONJUNCTION WITH DELETION OF SECTIONS:

206.10 (19.10)	306.12
206.16 (19.16)	Title 600
306.11	

## EXHIBIT XII

### ADDENDUM TO TITLE 206 AND 306 DEMOTION AND LAYOFF PROCEDURE

#### JOB SECURITY

[During the course of 1990 General Negotiations the parties spent a great deal of time addressing the issue of job security with particular emphasis on the ability of Company to place non-bargaining unit employees into the bargaining unit. Company agreed that Letter Agreement 88-104 would remain in effect which limits Company's ability to place non-bargaining unit personnel into the bargaining unit. Further, in the application of Titles 206 and 306 of the Physical Agreement and Title 19 of the Clerical Agreement, Company agrees that should such placements occur, bargaining unit employees in the department and headquarters will not be impacted by demotion, displacement or layoff for the next three years subsequent to the placement of the non-bargaining unit employee into the bargaining unit, unless such employee leaves that headquarters for any reason. Employees at the headquarters in that department during the three year period will not be impacted by demotion, displacement, or layoff, is unrelated to the placement of the non-bargaining unit employee into the bargaining unit, in which event the original non-bargaining unit employee will be affected first if the number of employees in that department and headquarters is being reduced.]

[Example 1. Supervisor is returned to Lineman position in Antioch. The Supervisor must be placed in a vacancy as such placement cannot result in a displacement, demotion or layoff.]

[Example 2. Eight months after the Supervisor's return to the bargaining unit, another Lineman bids out of the Antioch headquarters. Assuming there is no contracting of Electric T&D work, therefore, no 88-104 implications, the headquarters may elect to not fill the vacancy and reduce through attrition.]

[Example 3. Thirteen months after the Supervisor's return to the bargaining unit, the Concord Electric T&D Department effects a displacement for lack of work and a Lineman has 206.4 rights into Antioch. Since Antioch is not reducing in the Electric T&D Department, the affected Lineman in Antioch would be the one with the least seniority, which may or may not be the former Supervisor.]

[Example 4. Fifteen months after the Supervisor's return to the bargaining unit Antioch decides to downsize the Electric T&D Department by reducing the number of Linemen by one. Since a reduction is taking place, the Supervisor is the first to be demoted, displaced or laid off.]

[Example 5. At any time the Supervisor leaves the Antioch Electric T&D Department and headquarters for any reason (bid, transfer, displacement), the headquarters and department has returned to status quo and may be reduced through demotion, displacement or layoff.] (Entire Exhibit deleted 1-1-94)

## CLERICAL AGREEMENT

### EXHIBIT A [CONFIDENTIAL EMPLOYEES' LINE OF PROGRESSION]

[Confidential employees in the Regional Manager's office and Human Resources Department in Golden Gate Region are considered as being in the Customer Service Line of Progression as set forth in Exhibit A of the Clerical Agreement, and that confidential employees in the Gas and Electric Department of Golden Gate Region are considered as being in the Operating Line of Progression for their respective department as set forth in Exhibit A of the Clerical Agreement, for the purposes of applying provisions of Section 18.8 of the Clerical Agreement dated July 1, 1953, as amended.]

In other Regions these employees are considered in the Line of Progression in the Region, Division or Department in which they are located; employees who are in the Human Resources Department or who are secretaries to Region Vice Presidents, Region Department or Division Managers are considered as being in the Customer Services Line of Progression, and employees who are secretaries to Region Operating Managers are considered as being in the Operating Line of Progression.] (Deleted 1-1-94)

Remaining language unchanged.

## PHYSICAL (CLERICAL) AGREEMENT

### TITLE 206, 306 (19). DEMOTION AND LAY OFF PROCEDURE

#### 206.9 (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:

- Language unchanged.
- Language unchanged.
- Should an employee return to a classification and/or Line of Progression under the provisions of Section 206.13 (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)

#### 306.9 ACCELERATED PROMOTION — TRANSFER

For the purpose of enabling employees who have been demoted and/or transferred under the provisions of this Title, or to enable employees who have been or are on Long-Term Disability status to return to their former classification(s) and Lines of Progression on an accelerated basis, Company shall give preferential consideration, pursuant to Title 305, to employees who formerly worked in such job classification(s) and Lines of Progression in accordance with the following:

- Language unchanged.
- Where written notice has been provided to Company by an employee who has been transferred to or reemployed in other General Construction Departments or Lines of Progression under the provisions of Title 306, Company shall return such employee to [a beginner's] any classification, which the Company intends to fill, in the employee's original or intermediate Line(s) of Progression to which the employee has indicated he/she will return. (Amended [1-1-91] 1-1-94)

An employee who declines to return to [the beginner'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] classification. Such employee will retain preferential rights to those classifications and Lines of Progression the employee has not declined. (Amended [1-1-91] 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.

- Language unchanged.
- Language unchanged.

#### 206.13 (19.13) REEMPLOYMENT PROVISIONS

(a) Notwithstanding [the provisions of Section 205.5 (19.5)] 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] three years 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. 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] beginning classification covered by 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 seven calendar 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 [working] calendar days after such notice is received at such mailing address, such laid-off employee must advise Company whether or not [he/she

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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 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 (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 [1-1-88]) 1-1-94)

(4) If Company cannot contact the laid-off employee by telephone and if no reply is received by Company within seven calendar days after notice is received at the employee's mailing address, or if the laid-off employee does not 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. (Added 1-1-94)

(5) The declining of a reemployment job offer from an employee shall not jeopardize continued rights under the provisions of this Section. (Added 1-1-94)

(6) An employee returning to a beginning 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)

[(b)] (c) The Certified Mail Return Receipt in [(a)] (b) above shall be retained by the Company for a period of one year after the notice was mailed to the laid-off employee and shall serve as proof of such notice actually being mailed. [(Added 1-1-88)] (Amended 1-1-94)

### 306.14 [REHIRE] REEMPLOYMENT PROVISIONS

(a) Notwithstanding any other provisions of this Agreement, a regular full-time employee [who is eligible for rehire and] 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] three years, [and who had two or more years of Service at the time of layoff] shall be entitled to preferential rehire 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 Promotion-Demotion Geographical Area(s) for which reemployment will be accepted. 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.

(b) When a vacancy exists in a [beginner'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,] beginning classification covered by this Agreement, Company shall provide notice of openings for reemployment as follows: [Amended 1-1-92]

(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 [24 hours] seven calendar days and the employee must be available for work within [five workdays] seven calendar 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 seven [working] calendar 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] 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 Service at the time of layoff.

[(4) Company shall not be required to contact laid-off employees when the opening for reemployment is outside the Promotion-Demotion Geographic Area(s) and department(s) in which such employee has indicated a desire to accept reemployment.]

[(5)] (4) If Company cannot contact the laid-off employee by telephone and if no reply is received by Company within [three working] seven calendar days after notice is received at the employee's mailing address, or if the laid-off employee does not [accept reemployment], 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. [(Amended 1-1-91)]

(5) The declining of a reemployment job offer from an employee shall not jeopardize continued rights under the provisions of this Section.

(6) 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.

(c) The Certified Mail Return Receipt shall be retained by the Company for a period of one year after the notice was mailed to the laid-off employee and shall serve as proof of such notice actually being mailed. (Entire Section amended 1-1-94)

## 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] three years after layoff for lack of work at a previous location, shall be allowed expenses as provided for in Section 301.4. Transfer to a new location or re-employment at a new location shall mean one of the following: (Amended[1-1-84]) 1-1-94)

Remaining language unchanged.

### PHYSICAL (CLERICAL) AGREEMENT

#### TITLE 206, 306 (19). DEMOTION AND LAY OFF PROCEDURE

### 206.18, 306.15 (19.17) TECHNOLOGICAL CHANGES

Company shall [continue to] provide Union with as much notice as practicable of technological changes in its business which may have [a significant] an effect on its work force. In such circumstances, Company and Union shall then meet to study and endeavor to adopt appropriate solutions, such as retraining or special placement, as may be practicable before Company implements the provisions of Titles 206, 306, and 19 of the Physical and Clerical Agreements. [(Added 1-1-88)] (Amended 1-1-94)

### PHYSICAL AGREEMENT

#### EXHIBIT XIII

#### ADDENDUM TO SECTIONS 2.1 AND 207.2

1. Sections 2.1 and 207.2 of the Physical Agreement shall be interpreted as follows:

a) Company shall only contract after all efforts are made to use qualified Company resources, including optimum use of voluntary overtime.

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 Physical work force by attrition, demotion, displacement or layoff. Layoffs, demotions and displacements shall not originate at a headquarters (Promotion-Demotion Geographic Area in General Construction) and department that is contracting work. Further, the total size of the bargaining unit in that department shall not be reduced by attrition at the headquarters (Promotion-Demotion Geographic Area in General Construction Department) or in the system while such work is being contracted.

#### Example 1:

Antioch is contracting out work that is normally performed by the Gas and Electric T&D departments. Accordingly, the number of bargaining unit employees in the Gas T&D and Electric T&D departments shall not be reduced as long as the contracting continues. In addition to the restriction of no layoffs, demotions or displacements at the headquarters for lack of work, all positions in the headquarters and department must be filled when permanently vacated.

#### Example 2:

In a headquarters and department where no contracting is taking place and it becomes necessary to reduce the bargaining unit work force as a result of lack of work, the number of employees may be reduced by the application of Title 206 and/or attrition at that headquarters. However, if contracting of work is

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taking place in the same departments at a headquarters elsewhere in the system, the number of positions system-wide in that department shall not be reduced by attrition or layoff.

For example, for the purposes of lack of work, the Eureka Gas Service Department is reducing the number of service employees, the Redding Electric T&D Department is reducing the number of T&D employees and the Bakersfield Gas T&D Department is reducing the number of T&D employees. At the same time Gas T&D and Electric T&D work is being contracted in Antioch, the following must occur:

The number of positions being reduced in Redding and Bakersfield must be added in the same department elsewhere in the system since Gas and Electric T&D work is being contracted elsewhere. However, since gas service work, in this example, is not being contracted elsewhere in the system, the number of employees in the gas service department may be reduced by either the application of Title 206 or attrition.

### Example 3:

General Construction Gas Department Promotion-Demotion Geographic Area number 9 and Line Department Promotion-Demotion Geographic Area number 7 is contracting out work normally performed by the Gas and Electric T&D departments. Accordingly, the number of bargaining unit employees in the Gas and Electric departments shall not be reduced as long as the contracting continues. In addition to the restriction of no layoffs, demotions or displacements in the Promotion-Demotion Geographic Areas for lack of work, all positions in the Geographic Areas and departments must be filled when permanently vacated.

### Example 4:

In the General Construction Gas Department Promotion-Demotion Geographic Area number 5 where no contracting is taking place and it becomes necessary to reduce the bargaining unit work force as a result of lack of work, the number of employees may be reduced by the application of Title 306 and/or attrition in that Promotion-Demotion Geographic Area. However, if contracting of work is taking place in the same department in another General Construction Gas Department Promotion-Demotion Geographic Area elsewhere in the system, the number of positions system-wide in that department shall not be reduced by attrition or layoff.

For example, for the purposes of lack of work, the Gas Department is reducing the number of employees in Geographic Area number 6, the Line Department is reducing the number of employees in Geographic Area number 4 and Station, Substation and Hydro Construction Department is reducing the number of employees in Geographic Area number 1. At the same time Gas work is being contracted in Geographic Area 9 and Line work is being contracted in Geographic Area 7, the following must occur:

The number of positions being reduced in Gas Department Geographic Area number 6 and Line Department Geographic Area number 4 must be added in the same department elsewhere in the system since Gas and Line work is being contracted elsewhere. However, since Station, Substation and Hydro Construction Department work, in this example, is not being contracted elsewhere in the system, the number of employees in the Station, Substation and Hydro Construction Department may be reduced by either the application of Title 306 or attrition.

2. Company shall not demote, displace or transfer a non-bargaining unit employee into a classification covered by the Physical Agreement.

3. Attached is a listing of the departments to be utilized in conjunction with this agreement.

### DEPARTMENTS FOR THE PURPOSE OF EXHIBIT XIII

Following is a listing of departments under a general area of work that is to be utilized to determine the applicability of "department" as it applies to Title 206 and this Exhibit:

<b>ELECTRIC</b>	<b>GAS</b>
1. Transmission and Distribution	1. Transmission and Distribution
2. Substation Maintenance	2. Measurement and Control
3. Substation Operating	3. Service
4. Hydro Maintenance	4. Steam Heat
5. Hydro Operating	5. Plant Maintenance
6. Meter	6. Gas Meter Repair Facility
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

### PIPELINE OPERATIONS

1. Transmission Operating
2. Transmission Maintenance
3. Plant Operating
4. Technical Maintenance

### GENERAL SERVICES

1. Garage
2. Building Service
3. Miscellaneous (Cooks, Housekeepers, Utilitymen)

### WATER

1. Water

### ACCOUNTING AND COMPUTER OPERATIONS

1. Customer Accounting

Following is a listing of departments under a general area of work that is to be utilized to determine the applicability of "department" as it applies to Title 306 and this Exhibit:

1. Clerical Services Department
2. Gas Construction Department
3. Line Construction Department
4. Fleet Management Department
5. Station, Substation and Hydro Construction Department

### PHYSICAL (CLERICAL) AGREEMENT

### TITLE 206. DEMOTION AND LAY OFF PROCEDURE

#### 206.14 JOURNEYMAN AND WAGE RATE RETENTION

(a) If in the application of the provisions of this Title an employee in a classification which, in the normal Line of Progression, is higher than an apprentice classification can effect a displacement in such classification, the former shall not take such apprentice classification, but shall be given the rate of the classification next higher thereto. (Amended [1-1-80] 1-1-94)

(b) An employee who is demoted due to lack of work shall retain the wage schedule of the classification held at the time the provisions of this Title were invoked. Such employee shall continue to receive general wage increases. (Added 1-1-94)

(c) The provisions of Subsection (b) above shall continue to apply until such time as the affected employee regains his/her former status or is promoted to another classification that has a wage rate equal to or higher than the classification from which he/she was demoted. (Added 1-1-94)

### TITLE 19. DEMOTION AND LAY OFF PROCEDURE

#### PROVISIONS FOR DEMOTION OTHER THAN FOR LACK OF WORK

Except for Sections 19.9 and 19.12 the foregoing Sections 19.1 through [19.13] 19.14 apply only to an employee demoted for lack of work. Demotion for any reason other than for lack of work is provided for as follows: (Amended 1-1-94)

#### 19.14 WAGE RATE RETENTION

(a) An employee who is demoted due to lack of work shall retain the wage schedule of the classification held at the time the provisions of this Title were invoked. Such employee shall continue to receive general wage increases. (Added 1-1-94)

(b) The provisions of Subsection (a) above shall continue to apply until such time as the affected employee regains his/her former status or is promoted to another classification that has a wage rate equal to or higher than the classification from which he/she was demoted. (Added 1-1-94)

### TITLE 306. DEMOTION AND LAY OFF PROCEDURE

#### 306.8 JOURNEYMAN AND WAGE RATE RETENTION

(a) If in the application of the provisions of this Title an employee in a

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classification which, in the normal Line of Progression, is higher than an apprentice classification can effect a displacement in such classification, the former shall not take such apprentice classification but shall be given the rate of classification next higher thereto.

(b) An employee who is demoted due to lack of work shall retain the wage schedule of the classification held at the time the provisions of this Title were invoked. Such employee shall continue to receive general wage increases. (Added 1-1-94)

(c) The provisions of Subsection (b) above shall continue to apply until such time as the affected employee regains his/her former status or is promoted to another classification that has a wage rate equal to or higher than the classification from which he/she was demoted. (Added 1-1-94)

## MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT

### EXHIBIT E MAIL SERVICE PRESCRIPTION DRUG PROGRAM (Amended 01/01/94)

#### SUMMARY OF BENEFITS\*

##### Effective Date

This Plan is effective on March 1, 1991.

##### Eligibility and Membership

All employees, retired employees, surviving spouses and their dependents who are eligible [for the Blue Cross of California Prudent Buyer Plan] under any PG&E Medical Plan are eligible for membership in this Plan.

[All employees, retired employees, surviving spouses and their dependents who are members of the Blue Cross of California Prudent Buyer Plans are automatic members of this Plan. Coverage for this Plan will begin after timely enrollment in the Prudent Buyer Plan and will begin coincident with coverage in the Prudent Buyer Plan.]

##### Service Area

Nationwide

##### Benefits Covered

Prescribed maintenance medications.

##### How the Plan Works

Members can order prescription drugs from the Plan's vendor either by phone or mail. For initial orders through the Plan, member must send vendor prescription along with copayment. Vendor will fill prescription typically with a 90 day drug supply and mail it via U.P.S. or first class mail.

##### Level of Coverage

The Company pays 100 percent of the cost of each filled prescription less the member's copayment. The per order copayment is [\$8, \$9, and] \$10. [for 1991, 1992 and 1993 respectively.]

Remaining language unchanged.

## BENEFIT AGREEMENT

### PART II GROUP LIFE INSURANCE AND LONG-TERM DISABILITY PLAN

#### 2.16 AMOUNT OF LONG-TERM DISABILITY BENEFIT PAYMENTS

A. In computing the Participant's 50 percent benefit, the following items will be included:

1. Except as provided in paragraph 2. or 3. below, one-half of the Participant's primary social security disability insurance benefit (including back-pay awards) if the Participant is qualified for such benefit. It will assumed that a Participant qualifies for such social security disability insurance benefit until and unless the Participant's claims is specifically rejected. If the Participant has not received a decision back from Social Security within 90 days of filing an appeal, Company shall assume Participant does not qualify for such Social Security disability benefit. In the event the Participant subsequently qualifies for such Social Security disability benefit, participant shall reimburse the Company the applicable Social Security offset. The Administrator will assist Participants

in filing claims and social security disability benefits and appealing adverse decisions for such benefits. The Company will not be responsible for any legal expenses incurred by the Participant for filing for Social Security disability benefits. (Amended 1/1/[91] 94)

## BENEFIT AGREEMENT

### PART III RETIREMENT PLAN

#### SPECIAL PROVISION G PENSION AND LTD ADJUSTMENTS (Amended 1/1/[91] 94)

(a) Effective December 31, 199[0] 3, the Pension of any Participant who actually retired from the bargaining unit represented by Union or the Pension or a person receiving a Spouse's Pension or a Joint Pension, will be increased as follows:

	Increase
Retired on or before 12/31/8[5] 8	[8.0%] 10%
Retired between 1/1/8[6]9 and 12/31/8[6] 9	[6.0%] 8%
Retired between 1/1/[87]90 and 12/31/[87] 90	[5.0%] 7%
Retired 1/1/[88] 91 and 12/31/[88] 91	[2.5%] 4.5%

A minimum monthly increase of \$50 will be provided to retirees [with at least 30 years of Service, and a retirement date at or after age 65] who retired on or before 12/31/88. A minimum monthly increase of \$25 will be provided to surviving spouses of such retirees.

Remaining language unchanged.

## BENEFIT AGREEMENT

### PART III RETIREMENT PLAN

#### SPECIAL PROVISION K VOLUNTARY RETIREMENT INCENTIVE/SEVERANCE PROGRAM (Entire Section amended \_\_\_\_\_)

### PART I VOLUNTARY RETIREMENT INCENTIVE PROGRAM

#### A. ELIGIBILITY

To be eligible for the Voluntary Retirement Incentive Program, an employee must meet the following requirements:

1. Age 48 or older on the date of ratification; and
2. Attained a minimum of 15 years credited service as of the date of ratification.
3. IBEW Local 1245 bargaining unit employee.

#### B. VRI BENEFITS

The normal retirement benefit formula shall be calculated based on Section 3.06(a) of the Benefit Agreement with the following adjustments:

1. Adding four years to the employee's credited service; and
2. Waiving any applicable early retirement reduction factors.
3. All other applicable sections of Part III, Retirement Plan shall apply.

#### C. ENROLLMENT / ELECTION AND REVOCATION

The enrollment schedule for VRI is as follows:

1. Within seven calendar days of ratification, Company shall notify all eligible employees by certified mail of their eligibility under the VRI program. Notification to include a brochure describing the VRI program, a personalized benefit statement, and a VRI election form.
2. All employee election forms must be received or postmarked by the Human Resources department within 46 days (on or before) from the employee receiving formal notification by the Company.

#### D. RETIREMENT DATES

1. Eligible employees must designate a retirement date which cannot be later than the first of the month following 90 days from formal notification.
2. An eligible employee who has elected VRI may revoke his/her election provided that any such revocation shall be effective if received by Human Resources on or before such employee's retirement date.

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## E. MEDICAL BENEFITS

1. Company to provide each employee an open enrollment window period from the date of notification up to and including the employee's retirement date.

2. Company shall apply the four 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.

## E. VACATION

All eligible employees will be automatically paid for Floating holidays along with any unused vacation as of their retirement date.

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

## G. EMPLOYEE PRE-RETIREMENT MEETINGS

Company/Union to jointly provide VRI Retirement meetings for all eligible employees. Meetings to be made available to employees during enrollment period and on Company time.

## PART II VOLUNTARY SEVERANCE

### A. ELIGIBILITY

Prior to the Company implementing the provisions of Title 19 of the Clerical Agreement and/or Title 206 and/or 306 of the Physical Agreement, and subsequent to the application of Special Provision K, Part I, Company shall first offer the following Voluntary Severance Program to all eligible employees in any affected departments.

### B. SEVERANCE BENEFIT

Total severance pay for eligible employees based on the length of service:

-less than 1 year of service: 3 months base pay;

-from one up to 10 years of service: 50 percent of base annual pay;

-10 or more years of service: 75 percent of base annual pay;

### C. LUMP SUM PAYMENT

In addition to Part A and B above, a lump sum bonus payment will be made based on length of service. The formula used in determining the lump sum payment will be as follows:

<u>= less than 1 year</u>	<u>= 2 months base pay</u>
<u>= 1 - 5 years</u>	<u>= 4 months base pay</u>
<u>= 6 or more years</u>	<u>= 6 months base pay</u>

## PART III INVOLUNTARY SEVERANCE AND/OR EDUCATIONAL / TRAINING REIMBURSEMENT

### A. ELIGIBILITY

Prior to the Company implementing provisions of Section 19.7 of the Clerical Agreement and/or Section 206.7 and/or 306.7 of the Physical Agreement (or employees exercising their rights under these sections), affected employees will have the choice of electing one of the following options as outlined in B. below.

### B. BENEFIT OPTIONS

1. Severance Benefits as outlined in Part II B of Special Provision K or:

2. Educational / Training Reimbursement for up to two years with continued partial pay, benefits and full tuition refund. Employees will be entitled to the following benefits:

- partial pay during the first year at 50 percent of their current base salary

- partial pay during the second year at 25 percent of their current base salary

- full tuition refund for up to two years

Employee may revoke or change his/her decision prior to or upon date of layoff by contacting Human Resources department.

## BENEFIT AGREEMENT

### PART IV SAVINGS FUND PLAN

#### 4.03 EMPLOYEE CONTRIBUTIONS

##### (b) NON-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 employee 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 the maximum amount allowed by the Internal Revenue Service Code. [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. (Amended 1/1/91)

(1) Both 401(k) and Non-401(k) Contributions are eligible for matching Employer Contributions. Although a participant may elect to defer up to the maximum amount allowed by Internal Revenue Service Code [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.

## EXHIBIT J TELEPHONE CONSOLIDATIONS (Proposed new exhibit)

### I. STAFFING

1. The Company shall open all four telephone centers on the same date.

2. The Company shall provide all employees impacted by telephone consolidation their Title 19 options on the same date. Such options shall include all pertinent job information such as classification, department, location, function, days and hours of work and schedule.

3. At the employee's option, any transfer resulting from the application of Title 19 may be delayed up to 60 workdays following the expiration of the notice provided for in Section 19.2.

4. In order for an employee who was impacted by Title 19 as a result of Telephone Consolidation to get closer to "home", the Company and Union shall make every effort to accommodate an employee's request to exchange headquarters as provided in Title 18.16.

5. After the initial staffing at each phone center, transfers from one regularly established schedule (days/hours) to another at a center shall be offered in order of service and if there are no volunteers, assignments will be made in reverse order of service. Before any other vacancy is filled at a telephone center, existing employees in the same classification shall be given an opportunity to fill the vacant schedule (days/hours). If more than one employee wants to fill the schedule, preference shall be given to employees in order of service. The remaining vacancy shall be filled in accordance with the provisions of Title 18 or 19.

6. When training is given to any employee, all employees in the classification, department and headquarters shall be provided the same training.

### II. EMPLOYEE PARTICIPATION COMMITTEES

Employee Participation Committees shall be established at each telephone center. The purpose of these Committees is to jointly determine means to improve the

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employees' work environment and improve Company's efficiency, productivity and profitability while observing Union's responsibilities as the exclusive representative of bargaining unit employees.

The participation of bargaining unit employees shall be voluntary and Union shall designate the bargaining unit participants.

1. Both Company and Union will designate one individual to participate on an overview committee for each telephone center to:

- a. Address problems that may arise that are not resolved locally;
- b. Review the progress of these programs; and,
- c. Assure compliance with all formal agreements between the parties.

2. Each phone center will form a committee initially consisting of five members appointed by the Company and five members appointed by the Union. The committee complement may be increased by agreement of the Company and Union. This committee will have the freedom to identify, discuss, investigate, and make recommendations on possible improvements. The following issues, however, are beyond the appropriate scope of issues which the Committees may discuss and submit recommendations:

a. Mandatory subjects of bargaining, including compensation, benefits, working conditions and disputes subject to the grievance procedure are not matters to be addressed in these programs.

b. Subjects involving local working conditions normally subject to local agreement may be discussed only after receiving permission from those who have the authority to enter into such agreements. Any proposed recommendations or solutions must be submitted to the appropriate authorizing representatives for their approval prior to implementation.

c. All activity by Union's bargaining unit members are to be considered as work assignments and to be in conformance with the appropriate Agreement.

d. Union Business Representative or his/her designated alternate shall be granted access to any joint participation meetings that may occur.

e. Upon request from Union's Business Manager or Business Representative, Company shall supply information concerning any joint involvement, including activities already in progress.

f. Company and Union will arrange for a joint presentation to all bargaining unit employees to cover the application of the agreement, the goals and concerns of both parties and the methodologies to be utilized. These presentations shall be held during employee's work schedules.

g. Utilization of the demotion and layoff provisions due to impact on workload as the direct result of such efforts is prohibited.

## III. WORK STATIONS

In addition, to utilization of LA 92-24 (VDT Agreement) as a minimum standard, Union proposes to add the following requirements:

1. Adequate Space
  - a. Workstations shall not be shared.
  - b. Workstations shall have a secured storage area.
  - c. Workstations shall consist of not less than 54 square feet.
  - d. Six foot partitions shall be used to divide work station areas.

## IV. TRANSPORTATION

### 1. Commute Allowance

All bargaining unit employees who are transferred under the provisions of Title 19 of the Clerical Agreement, as a result of telephone consolidation, shall be entitled to a temporary commute allowance for a maximum period of eighteen (18) months (specific 18-month period to be determined based on the opening date of all four phone centers).

The following allowance based upon mileage from the employees residence to work locations shall be paid on a per diem basis for each day worked:

- |                                |         |
|--------------------------------|---------|
| a. More than 30 but 40 or less | \$ 6.00 |
| b. More than 40 but 50 or less | 10.00   |
| c. More than 50 but 60 or less | 14.00   |
| d. More than 60 but 70 or less | 18.00   |
| e. More than 70                | 22.00   |

### 2. Van Pools

In addition to the provisions of IV.1. above, Company shall provide commute vans for telephone center employees.

a. Van pools must consist of at least six, but not more than nine employees including the driver to qualify for a 3/4 ton van or comparable vehicle, such as Suburban or Carryall. Employee who participate in a van pool will not be compensated as provided for in IV.1. above

b. Company will provide the vehicles and pay all fuel, maintenance and insurance costs.

c. Vehicles provided by the Company shall not exceed four years or 80,000 miles whichever comes first.

d. Van pool members shall designate the primary and alternate drivers to have the responsibility of:

(1) Establishing pick-up and drop-off points.

(2) Establishing rules, enforcing them, and making necessary arrangements (i.e., if a van pool member has a mid-shift doctor's appointment, the Company is not responsible for providing a vehicle). In the case of unforeseen illnesses or emergencies, Company will provide transportation.

(3) Establishing the membership of the van pool. Company shall not dictate the membership of the van pool at any time.

(4) Establish a daily sign in log for indicating any members absence (vacation, sick leave, attendance at Company schools, leave of absence, etc.).

e. Company shall attempt to accommodate employees in regards to maintenance requirements.

f. Company shall assist employees in forming and continuing van pools.

g. As an incentive for employees to form van pools, Company shall provide an additional allowance of \$6.00 per day to van pool participants for each day worked.

## V. PARKING

Company shall provide free parking to all employees. The designated parking areas at each telephone center shall be secured at all times and monitored on a 24-hour basis.

## PHYSICAL (CLERICAL) AGREEMENT

### TITLE 400 (22). INTERIM NEGOTIATIONS

**400.1 (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)

**400.2 (22.2)** Language unchanged.

**400.3 (22.3)** The reasonable expenses incurred and the time spent by Union's Committee members in conjunction with the purpose of this Title and who are employees of the Company shall be paid by the Company. [, and Union shall reimburse Company for such expenditures in accordance with the provisions of the Letter Agreement dated July 6, 1977.] Additionally, upon Union's request to discuss any proposed settlement, Company shall authorize a reasonable period of time with pay for an explanation with the affected bargaining unit personnel. (Amended 1-1-94)

**400.4 (22.4)** The Committee is authorized to settle the dispute referred to it and issue a final and binding decision thereto and to issue Letters of Agreement or Letters of Interpretation revising and adding to this Agreement where necessary to effectuate the Committee's settlement. Without such agreement, neither Party may implement any change to this Agreement unless specifically provided for in this Agreement. (Amended 1-1-94)

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**PHYSICAL (CLERICAL) AGREEMENT**

**TITLE 5. UNION ACTIVITY**

**5.1 (5.1) BULLETIN BOARDS**

(a) Union may use one-half of Company's regular bulletin boards and Company shall designate by lettering thereon or otherwise the portion of each bulletin board which shall be reserved for use by Union. Company shall erect additional bulletin boards in any location where it may be found that existing bulletin boards are not adequate.

(b) In addition to the bulletin boards provided in subsection (a) above, Company shall provide Union with space and posting access by Local Union Headquarters officials on its electronic bulletin boards to which employees have access. The bulletin boards shall be titled to indicate "Union Bulletin Board". (Amended 1-1-94)

**PHYSICAL (CLERICAL) AGREEMENT**

**TITLE 103 (14). HOLIDAYS**

**103.1 (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 103.7 (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	(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)

(Amended [1-1-91] 1-1-94)

**CLERICAL AGREEMENT**

**TITLE 8. VACATION**

**8.15 UNANTICIPATED VACATION**

Any combination of vacation hours, up to [8] 20 per year, may be taken in increments of one hour or more, at an employees option. [(Added 1-1-91)] (Amended 1-1-94)

**END OF UNION PACKAGE**

# COMPANY PACKAGE

## I. WORKING CONDITIONS

**TITLE 101. LEAVE OF ABSENCE (Physical)**  
**TITLE 6. LEAVE OF ABSENCE (Clerical)**

**101.2 - PERIODS OF LEAVE (Physical)**  
**6.2 - PERIODS OF LEAVE (Clerical)**

The parties will be in compliance with the provisions of both the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993. It is the intent of the parties to provide leave benefits as mandated by state and federal law.

- (a) Language unchanged.
- (b) Language unchanged.

**TITLE 108. SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY (Physical)**

**TITLE 23. SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY (Clerical)**

**108.1 - BENEFIT DESCRIBED (Physical)**  
**23.1 - BENEFIT DESCRIBED (Clerical)**

(a) When an employee is absent by reason of injury arising out of and in the course of the employment with Company which comes within the application of the Workers' Compensation and Insurance Chapters of the State Labor Code, *the employee* shall be eligible for supplemental benefits for the duration of temporary disability but not to exceed one year beyond the termination date for employees laid off from the Company. Such benefits shall commence with the first workday of absence immediately following the day of the injury. The amount of the supplemental benefit payable for each of the first 182 days of absence shall be 85 percent of an employee's basic weekly wage rate divided by five, less the sum of any payments to which *the employee* may be entitled under the Workers' Compensation and Insurance Chapters of the State Labor Code and benefits from the Voluntary Wage Benefit Plan which provides benefits in lieu of unemployment compensation disability benefits provided for in the California Unemployment Insurance Code. On the 183rd day of absence and thereafter, the supplemental benefit described above shall be computed at  $[\frac{66}{100} \times \frac{2}{3}]$  50 percent of the employee's basic weekly wage rate divided by five, less the offsets described above. (Amended 1-1-94 to apply to absences due to injuries occurring on or after 1-1-94)

**TITLE 108. SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY (PHYSICAL)**  
**TITLE 23. SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY (CLERICAL)**

**COVER LETTER LANGUAGE**

The provisions of Review Committee Decision #219 are applicable only to employees laid off for lack of work. Employees terminated for any other reason shall not receive supplemental benefits after the effective date of termination.

**TITLE 206. DEMOTION AND LAY OFF PROCEDURE (Physical)**  
**TITLE 19. DEMOTION AND LAY OFF PROCEDURE (Clerical)**

**206.1 - GENERAL RULES (REGULAR EMPLOYEES) (Physical)**  
**19.1 - GENERAL RULES (REGULAR EMPLOYEES) (Clerical)**

The provisions of this Title 206 (19) 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:

- (a) Language unchanged.
- (b) Language unchanged.
- (c) Language unchanged.

- (d) Language unchanged.
- (e) Language unchanged.
- (f) Language unchanged.
- (g) Language unchanged.
- (h) Language unchanged.

93-XX-PGE

April 2, 1993

Local Union No. 1245  
 International Brotherhood of  
 Electrical Workers, AFL-CIO  
 P.O. Box 7490  
 Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Company proposes to amend the provisions of **Letter of Agreement No. 88-104-PGE** as follows:

Pursuant to Step 5, Section B(4) of the Review Committee Procedure, Title 102 of the Physical Agreement, Company proposes to resolve all grievance contained in Arbitration Case Number 147, in the following manner:

1. An Ad Hoc Negotiating Committee consisting of David Bergman, Richard Bradford, William Eddy, Rod Maslowski, Ron Morris, Grant Radford, Jim Randolph for the Company and Dorothy Fortier, Jack McNally, Manuel Mederos, Darrel Mitchell and Roger Stalcup for the Union, met on numerous occasions to discuss the unresolved issues in the above-mentioned Review Committee cases, and on September 1, 1988, a settlement was reached resolving all issues referred to this Ad Hoc Committee.
2. Section 207.2 of the Physical Agreement shall be interpreted as follows:
  - 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 at a headquarters 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 department that is contracting work. Further, the total size of the bargaining unit in that department shall not be reduced by attrition [at that headquarters or] in the system while such work is being contracted.
  - b. De Minimis contracting would not invoke the terms of this paragraph. De Minimis would be defined as contracting less than five full time equivalents annually in a department at a headquarters.
  - c. Contracting that is necessary for the Company to meet mandated EOPP contracting requirements is exempt from the provisions of this Letter Agreement.

Example 1:

Antioch is contracting out work that is normally performed by the Gas Electric T&D departments. Accordingly, the number of bargaining unit employees in the Gas T&D and Electric T&D departments shall not be reduced by demotion, displacement or layoff, as long as the contracting continues. In addition to the restriction of no layoffs, demotions or displacements at that headquarters for lack of work, [all positions in that headquarters and department must be filled when permanently vacated.] if attrition occurs the number of positions system-wide in that department shall not be reduced.

Example 2:

In a headquarters and department where no contracting is taking place and it becomes necessary to reduce the bargaining unit work force as a result of lack

# INITIAL BARGAINING PACKAGES FOR 1993 GENERAL NEGOTIATIONS WITH PG&E: COMPANY PACKAGE

of work, the number of employees may be reduced by the application of Title 206 and/or attrition at that headquarters. However, if contracting of work is taking place in the same departments at a headquarters elsewhere in the system, the number of positions system-wide in that department shall not be reduced by attrition or layoff.

For example, for the purpose of lack of work, the Eureka Gas Service Department is reducing the number of service employees, the Redding Electric T&D Department is reducing the number of T&D employees and the Bakersfield Gas T&D Department is reducing the number of T&D employees. At the same time Gas T&D and Electric T&D work is being contracted in Antioch the following must occur:

The number of positions being reduced in Redding and Bakersfield must be added in the same department elsewhere in the system, since Gas and Electric T&D work is being contracted elsewhere. However, since gas service work, in this example, is not being contracted elsewhere in the system, the number of employees in the gas service department may be reduced by either the application of Title 206 or attrition.

- 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 employees shall have a seniority date of their most recent re-entry into the bargaining unit. Effective whichever occurs later, such employees shall utilize their employment date as defined in Title 106 for the purposes of Titles 205 and 206. This application shall continue beyond January 1, 1991 unless otherwise negotiated by the parties.

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

- Attached is a listing of the departments to be utilized in conjunction with this agreement.
- All current arbitration and Review Committee decisions on Company's right to have work done by outside contractors remain in effect.
- The grievances contained in Arbitration Case 147 are to be settled in accordance with this agreement by a committee comprised of three persons from each party and are named in Item #1.

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

Yours very truly,

PACIFIC GAS & ELECTRIC COMPANY

By: \_\_\_\_\_  
Manager 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

93-XX-PGE

April 2, 1993

Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 4790  
Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Gentlemen:  
Company proposes to amend the provisions of **Letter of Agreement No. R2-91-60-PGE**

as follows:

The following is as a result of meetings held between the Company and Union to identify the employees used to establish the employee count as of September 1, 1988, per Letter Agreement 88-104:

Employees counted:

- employees on sick leave
- probationary employees
- part-time employees
- full-time employees
- employees in temporary additional positions
- employees on temporary upgrade (shown in base classification)
- employees on leave of absence (if returned by June 1990)

Employees not counted:

- employees on workers compensation
- summer hire employees
- intermittent employees
- employees on leave of absence (if not returned by June 1990)
- employees identified as Temporary Relief with agreement by the Union on a case by case basis
- employees on long-term disability

In order to assure that the provisions of Letter Agreement 88-104 are being complied with in the headquarters and system, a quarterly audit will be furnished to IBEW from the Company.

The following are to be included in determining the status of Letter Agreement 88-104:

- employees on sick leave
- probationary employees
- part-time employees
- full-time employees
- employees in temporary additional positions
- employees on temporary upgrade (shown in base classification)
- employees on leave of absence
- employees on workers compensation

The following employees will not be counted:

- employees in temporary additional status subsequent to 12/31/90, (See Section 106.12 of the Physical Agreement)
- intermittent employees
- employees on long-term disability
- employees identified as Temporary Relief with agreement by the Union on a case by case basis.

Company agrees to provide to the Union quarterly reports providing information as shown on the attached or modifications of the same if requested by the Union.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: \_\_\_\_\_  
Manager of Industrial Relations

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

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

\_\_\_\_\_, Date By: \_\_\_\_\_  
Business Manager

# INITIAL BARGAINING PACKAGES FOR 1993 GENERAL NEGOTIATIONS WITH PG&E: COMPANY PACKAGE

## INTERIM NEGOTIATIONS

Company and Union recognize that PG&E's reorganization will necessitate negotiations between the parties during the term of the Agreement. Such interim bargaining is provided for in the Agreements' various enabler clauses. Company and Union agree that these negotiations are of paramount importance and further commit to good faith efforts to successfully complete the negotiations.

The Company proposes to handle the following list of topics in Ad Hoc Negotiating Committees, however, Company reserves the right to add or delete from the list as necessary:

- Customer Energy Services Competitive Proposal
- Telephone Consolidation
- Modification of the Meter Reader Line of Progression
- Update of Titles 205/206 and 18/19
- Utility Worker/Groundman combination
- Creation of the Technology Board
- Cleanup of the Benefits Agreement
- Auxiliary Operator/Assistant Control Operator combination
- Revise Provisions of 202.17
- Fire Brigade
- Modification of Telecommunications Line of Progression
- Training and Testing of Computer Operators

## TITLE 17. STATUS (Clerical)

### 17.6 - PART-TIME EMPLOYMENT (Clerical)

(a) Language Unchanged

(b) Language Unchanged

[(c) Part-time employment is allowed up to, but not to exceed four percent (4%) of the total full-time clerical bargaining unit complement at any given time.]

[(d)](c) Language Unchanged

## II. BENEFITS

### MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT

#### Section 7. Health Maintenance Organizations

(a) Company and Union shall continue to discuss the addition and designation of HMO Plans as they become available, as alternatives to the Health Plans provided for in Exhibit [C]Q. To qualify for consideration as a designated alternative, an HMO Plan must meet and maintain the requirements established by the Secretary of Health, Education and Welfare as presently provided in the Health Maintenance Organization Act of 1973, or the California Knox-Keene Act of 1975, or as such Acts may be amended during the term of this Agreement. By agreement prior to the first day of October of any year, HMOs may expand service area, be added to or deleted from this Agreement, to become effective on the first day of the following calendar year. [If it is determined that an HMO is in financial difficulty or has an enrollment of less than 200 employees/retirees, the Company and Union reserve the right to delete that HMO from this Agreement effective on the first day of the following calendar year.] The number of HMOs to be offered as alternatives to Exhibit Q will be limited to no more than five and must meet the following criteria:

- (1) must be financially stable
- (2) after consolidation must maintain an enrollment of 300 or more or provides services in areas not offered by other retained HMOs
- (3) must be able to meet the company's benefit provision requirements
- (4) must enhance medical plan provider network and not be in direct conflict with the Health Plan provided for in Exhibit Q.

The Company and Union reserve the right to terminate an HMO in order to comport with the HMO Act of 1973. (Amended 1/1/91)

(b) Effective January 1, 1995, if an employee elects to be a member of a

designated HMO, Employer shall contribute to the monthly premiums for such employee and his or her dependents, if any, up to an amount equal to [the premium equivalents] 80% of the HMO premium but not to exceed the amount it would pay if the employee and his same dependents were covered by the Health Plan provided for in Exhibit [C]Q. (Amended 1/1/81)

(c) As of the date of this amended Agreement the designated Health Maintenance Organizations are (1) Kaiser Foundation Health Plan, (Northern and Southern California), (2) Foundation Health Plan, (3) Maxicare (continued for present members only), (4) Health Plan of the Redwoods, (5) [Bay Pacific Health Plan] Aetna, Inc., (6) Lifeguard, (7) [Heals Plan] Qual-Med, (8) Health Net, (9) [Health Plan of America] PacifiCare, (10) TakeCare, and (11) ValuCare. (Amended 1/1/88)

The Company proposes to delete the following HMOs effective January 1, 1994: Maxicare, Valucare, PacifiCare, Qual-Med, Aetna, Lifeguard.

### (New Exhibit: Replaces Exhibits G-P) HEALTH MAINTENANCE ORGANIZATION

#### SUMMARY OF BENEFITS\* (Except Kaiser)

#### BENEFITS

#### PLAN

#### ELIGIBILITY

You may join a Health Maintenance Organization (HMO) as soon as you start working for the Company. All you have to do is determine if the HMO serves the area in which you live. The service territory is determined by ZIP codes. To enroll, obtain and complete an enrollment form and return it to your local Human Resources department. Your coverage will start the first of the month following timely submission of the enrollment form to Human Resources. You must pay the entire cost of your coverage until you become a regular employee. Beginning the first of the month after you become a regular employee, the Company will pay 80% of the cost of the HMO up to 80% of the amount of the current Prudential premium.

Members eligible are the PG&E employees or retired employees; their legally married spouses or surviving spouses, and unmarried children under 19 years of age (child means an employee's natural child, stepchild, legally adopted child, foster child, and child for whom employee or retiree has been granted legal guardianship). See Section 4 on Eligibility and Membership.

Coverage for a child born under the HMO begins at birth; however, an enrollment form must be received by Human Resources within 60 days of the birth for continuous coverage.

At age 19, unmarried children may be included to age 24 if they meet the Internal Revenue Code's definition of a dependent. An unmarried enrolled child, who if upon attaining the HMO's limiting age is incapable of self-support and is chiefly dependent on an employee or retiree for support or maintenance because of mental retardation or physical handicap, may continue coverage as a family member as long as disabled.

A PG&E employee or newly acquired dependent who does not enroll within 31 days of the date first eligible must wait until next open enrollment period to be enrolled into the HMO.

Adopted children must be enrolled within 31 days of physical custody for timely enrollment. Coverage will commence on the date that the employee gains physical custody. Employee will be required to furnish copies of the adoption petition and the final adoption papers.

You may enroll anytime before you become a regular employee. After you become a regular employee, you have

**\*This outline of Medical Plan Benefits presents a summary of the principal provisions of the Plan. All benefits are governed by the provisions of the Company's agreement with the carrier and participants are bound by the terms of the agreement. The complete agreement with the carrier is available from the Employee Benefit Administrative Committee.**

# INITIAL BARGAINING PACKAGES FOR 1993 GENERAL NEGOTIATIONS WITH PG&E: COMPANY PACKAGE

BENEFITS	PLAN	BENEFITS	PLAN
<b>ELIGIBILITY (continued)</b>	<p>31 days in which to enroll. If you don't enroll within these time limits, you will have to wait for a period of open enrollment as specified and agreed to by the Health Maintenance Organization and the Company.</p> <p>If you are enrolled in an HMO and transfer to an area not served by that HMO (service territory is determined by ZIP code), you must either enroll in another HMO in that area within 31 days of the transfer or enroll into the Prudential Plan within 60 days of the transfer. You do not have to submit evidence of good health to enroll in the Prudential Plan. Your Prudential Plan coverage will start when your HMO Health Plan coverage ends.</p> <p>A dependent may not be covered as both a dependent and an employee, a dependent of more than one employee, or while in military service.</p> <p>The Company pays 80% of the cost of coverage, up to 80% of the amount paid for the Prudential Plan, for you and your eligible dependents. If you are disabled and receiving benefits from the Company's Group Life Insurance and Long-Term Disability Plan, the Company will pay 80% up to the amount the Company would pay under the Prudential Plan for you and your dependents.</p> <p>If you are a retiree, you may continue coverage in this HMO. See Section 6 for membership and premium requirements.</p> <p>If you are a surviving spouse you may continue your medical coverage under the HMO Health Plan. However the cost of the premium will become your responsibility.</p>	<p>Doctor's Visits</p> <p>Consultation</p> <p><b>MEDICAL BENEFITS</b></p> <p>Routine Physical Exams</p> <p>Examinations for Eyeglasses</p> <p>Outpatient Physical Therapy</p> <p>Diagnostic X-ray &amp; Laboratory Exams</p> <p>Pap Smears</p> <p>Radiation Therapy</p> <p>Dental Care</p> <p>Well-Baby Care</p> <p>Supplemental Accident</p> <p>Home Health Care</p> <p>Inpatient Prescription Drugs</p> <p>Outpatient Prescription Drugs</p> <p>Injections</p> <p>Immunizations</p> <p>Maternity Care (Including prenatal, delivery and post-natal care)</p> <p>Inpatient Psychiatric Care</p> <p>Outpatient Psychiatric Care</p> <p>Inpatient Drug or Alcoholism Care</p> <p>Outpatient Drug or Alcoholism Care</p> <p>Artificial Limbs and Rental of Mechanical Equipment</p> <p><b>OUT-OF-AREA BENEFITS</b></p> <p><b>EXCLUSIONS AND LIMITATIONS</b></p>	<p>HOSPITAL VISITS - Provided at no charge when medically necessary.</p> <p>OFFICE VISITS - \$10.00 per visit.</p> <p>HOME VISITS - \$10.00 per visit.</p> <p>\$10.00 copay.</p> <p>\$10 for each visit.</p> <p>Under age 18 - \$10.00. Over age 18 - Not Provided.</p> <p>\$10.00 per office visit for short term of acute conditions.</p> <p>100% - Provided at no charge.</p> <p>100% - Included in office visit.</p> <p>100% - Provided at no charge.</p> <p>Not provided except for surgery of the jaw or related fractures or the treatment of fractures of the jaw or facial bones.</p> <p>\$10 copay.</p> <p>Regular benefits apply.</p> <p>100% - Provided at no charge when ordered by a participating physician and approved by the plan. Limited to 60 days per year. Combined with Skilled Nursing benefit.</p> <p>100% - Provided at no charge.</p> <p>Not provided.</p> <p>100% - Provided at no charge.</p> <p>100% - Provided at no charge.</p> <p>100% after \$10 copay for first visit.</p> <p>No charge for up to 20 days per calendar year.</p> <p>50% of cost but not to exceed \$25.00 per visit per calendar year. 20 visits per calendar year.</p> <p>Provided under separate treatment program effective March 1, 1991.</p> <p>Provided under separate treatment program effective March 1, 1991.</p> <p>50% of charges.</p> <p>Provided only for emergency services.</p> <ul style="list-style-type: none"> <li>Services or supplies that are not medically necessary, or are educational in nature.</li> <li>Except as described elsewhere in this exhibit and in the Plan Document, medical exams or tests not connected with the care and treatment of an actual illness, disease or injury.</li> <li>Services or hospitalization which began prior to member's effective date or after coverage has terminated, except as provided by the plan.</li> <li>Custodial or domiciliary care.</li> <li>Services and supplies for which there are no charges.</li> </ul>
<b>CHOICE OF DOCTOR AND HOSPITAL</b>	Services are provided only by physicians, hospitals, and other medical facilities associated with the HMO's Health Plan.		
<b>COORDINATION OF BENEFITS</b>	Yes.		
<b>REQUIRED ARBITRATION</b>	If you seek money damages for injury or death because you allege that the HMO did not provide service or did not provide proper service, the claim must be submitted to binding arbitration instead of a court trial.		
<b>MEDICAL COVERAGE</b>	Each HMO (except Kaiser) shall provide a standard level of medical coverage listed below. Exceptions must be mutually agreed to by the Company and the union.		
<b>HOSPITAL BENEFITS</b>			
Room and Board	100% - No charge in a room of two or more beds, (including intensive care); private room accommodations will be paid in full when certified medically necessary.		
Hospital Services	100% - Provided at no charge, when certified.		
Special Duty Nursing	100% - Provided when ordered by a participating physician and approved by the HMO.		
Outpatient Hospital Emergency Care	At hospital emergency room - \$25.00 (waived if admitted). At urgent care facility - \$25.00 per visit.		
Skilled Nursing Facility	100% - Provided at no charge when certified. Room of 2 or more beds. Limited to 60 days per calendar year. Combined with Home Health Care benefit.		
Ambulance Services	100% - Provided at no charge when certified medically necessary.		
<b>PROFESSIONAL BENEFITS</b>			
Surgery	100% - Provided at no charge. Includes surgeon, assistant surgeon and anesthetist.		

# INITIAL BARGAINING PACKAGES FOR 1993 GENERAL NEGOTIATIONS WITH PG&E: COMPANY PACKAGE

## EXCLUSIONS AND LIMITATIONS (continued)

- Cosmetic surgery, except reconstructive surgery to correct deformities resulting from accidental injuries, disease, birth abnormalities, or following mastectomy.
- Services or supplies in connection with experimental treatment or investigational treatment.
- Treatment for chemical dependency - covered under a separate PG&E Plan.
- Professional services provided by a family member or a person residing in the home.
- Any procedure or treatment in connection with artificial insemination, in-vitro fertilization, sterilization reversal and gamete intrafallopian transfer (GIFT).
- Eye or hearing aids and examinations (vision or hearing screening examinations for persons under 18 years old are covered). Optometric services, dispensing optician's services, orthoptics and vision therapy, eyeglasses, contact lenses, routine examinations and eye refractions for glasses except for initial pair of lenses or contact lenses after surgery. Any surgery for correction of refractive defects of the eyes, such as nearsightedness and astigmatism (e.g., radial keratotomy).
- Dental services, including those for Temporomandibular Joint Disorders (TMJD) or malocclusion. This does not apply to treatment of malignancies or accident-related injuries or to surgery on the maxilla or mandible that is medically necessary to correct TMJD or other medical disorders.
- A service furnished in connection with foot care, unless medically necessary and authorized by member's Primary Care Physician.
- Work-connected sickness or injury. Services for these conditions will be provided, but the HMO will be entitled to reimbursement to the extent the conditions are covered by Workers' Compensation or similar law.
- Services provided by local, state (except MediCal) or federal governmental agency.
- Outpatient prescription drugs.
- Chiropractic care.
- Services for autistic diseases of childhood, hyperkinetic syndromes, learning disabilities, behavioral problems, mental retardation, and hospitalization for environmental change.
- Treatment to alter member's physical characteristics to those of the opposite sex.
- Orthopedic shoes (except when joined to braces) or shoe inserts, air purifiers, air conditioners, humidifiers, exercise equipment, and supplies for comfort, hygiene or beautification.
- Services primarily for weight reduction or treatment of obesity. This exclusion does not apply to the surgical treatment of obesity as determined by the HMO if: (1) surgical treatment of obesity is necessary to treat another life threatening condition involving obesity, and (2) if it has been documented that non-surgical treatments of obesity have failed.
- Audiology, speech therapy or occupational therapy, except where specifically covered elsewhere in the plan.
- Services or supplies for conditions caused by war or aggression.

## MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT

### EXHIBIT F KAISER FOUNDATION HEALTH PLAN

Doctor's visits	OFFICE VISITS: [Provided at no charge] \$10.00 copay
Consultations	[Provided at no charge] \$10.00 copay
Routine Physical Exams	[Provided at no charge] \$10.00 copay
Examinations for Eyeglasses	[Provided at no charge] \$10.00 copay
Outpatient Physical Therapy	[Provided at no charge] \$10.00 copay
Well Baby Care	[Provided at no charge] \$10.00 copay

## MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT

### Section 5. Payment of Premiums by Employer

#### (a) Dental (Amended 1-1-91)

[For the current term of this Agreement] Effective January 1, 1995, the Employer shall [pay the total] contribute 80% of the amount necessary to provide dental benefits for its regular fulltime employees and their dependents. Employees who become regular parttime or intermittent employees after January 1, 1991 shall be required to pay a prorated portion of the [Basic Monthly Premium Equivalents] 80% Company contribution. The company payment on behalf of such employee will be based on the ratio of actual straighttime hours worked to the fulltime hourly equivalent. [Effective January 1, 1984, the orthodontic benefits under the Plan will be 50 percent of covered orthodontic benefits to a maximum of \$1,000 per case.]

The table below indicates the premium equivalents for Plan Year 199[1]3. The premium equivalents for any following Plan Year shall be established in September of the preceding year on the basis of Delta Dental estimates for the following year based on experience to that date and trends.

	[1991 Basic Monthly Premium Equivalents] 1993 Premium Equivalents	Company Contributions
Employee only	[\$26.26] \$33.06	\$26.45
Employee plus spouse	[\$44.68] \$56.24	\$44.99
Employee plus child(ren)	[\$49.89] \$62.80	\$50.24
Family	[\$68.30] \$85.97	\$68.78

## MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT

### Section 5. Payment of Premiums by Employer

#### (c) Medical (Amended 1/1/91)

[For the current term of this Agreement] Effective January 1, 1995, the Employer shall [pay the total] contribute 80% of the amount necessary to provide medical plan benefits for its regular full-time employees and their dependents as provided for in [Exhibit C in 1991 and 1992 and/or] Exhibit Q [in 1993], the base plan[s], or an equal or lesser amount, as is necessary to pay 80% of the premiums of an HMO Plan as such employee may elect, as described in Exhibits F, G, H, I, J, K, L, M, N, O, and P. Employees who become regular part-time or intermittent employees after January 1, 1991 shall be required to pay a prorated portion of the [Basic Monthly Premium Equivalents] 80% Company contribution. The company payment on behalf of such employee will be based on the ratio of actual straight-time hours worked to the full-time hourly equivalent. The table below indicates the HMO premium equivalents for Plan Year 1991. The premium equivalents for any following Plan Year shall be established in September of the preceding year on the basis of [Blue Cross] Prudential estimates for the following year based on experience to that date and trends.

	[1991 Basic Monthly Premium Equivalent] 1993 Premium Equivalents	Company Contributions
Employee only	[\$152.40] \$180.41	\$144.33
Employee plus spouse	[\$329.09] \$387.91	\$310.33
Employee plus child(ren)	[\$267.45] \$316.37	\$253.10
Family	[\$444.43] \$524.20	\$419.36

(i) Employer shall [pay premiums] contribute only for eligible members and their eligible dependents. (Amended 1/1/91)

(ii) Employer shall pay [all] 80% of the base plan total amount or 80% HMO equivalent premiums for an employee and his or her dependents (except those described in clause (i) next above) who has qualified for benefits under the Long-Term Disability Plan as described in Part II of the Benefit Agreement currently in effect between the parties hereto, until the employee retires or terminates. (Amended 1/1/81)

(iii) Employer shall pay 80% of such premiums for employees and/or eligible dependents who are eligible for Medicare as are necessary to provide medical benefits which, in combination with Medicare Plans A and B, are equal to those provided by the negotiated plan of the employee's choice. Such payments shall include premiums for the applicable "carve out plan" and the premiums for Medicare Plan B.

In no event shall the sum of such payments exceed the Company's contribution for the medical plan premiums for employees not eligible for Medicare.

# INITIAL BARGAINING PACKAGES FOR 1993 GENERAL NEGOTIATIONS WITH PG&E: COMPANY PACKAGE

## MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT

### Section 4. Eligibility and Membership

#### (c) Opt Out Provision

Effective January 1, 1995, employees may elect not to receive coverage under the plans covered under this agreement for plans requiring employee contributions. Employees who elect not to receive medical coverage will also not be covered under the Substance Abuse/Mental Health Plan. Employees who elect no coverage may reelect coverage only during an open enrollment period.

## MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT

### Section 6. Retirement of an Employee

(a) Upon retirement from active employment under the provisions of Company's Retirement Plan (Part III of the Benefit Agreement between the parties hereto), or from Long-Term Disability (Part II of such Benefit Agreement) on or after his or her normal retirement date, a retiree shall become eligible for membership in such plan or plans as Company may from time to time make available for retired employees and their dependents and a copy of such plan or plans will be furnished to Union. (Amended 1/1/78.)

(b) Prior to changing a plan for retired employees eligible for Federal Medicare then in effect, Company will meet and confer with Union and, unless agreed upon by Company and Union, the total benefits provided under Federal Medicare and its supplement and any plans provided by Company in effect on January 1, 1974, for such retired employees, shall not be reduced during the current term of this Agreement for employees retiring after December 31, 1974. During such term, Company shall continue to pay the full plan premium for employees who retire after December 31, 1974 for the Supplemental Plan in effect on January 1, 1974, or its successor plans or, if the retired employee is a member of a designated Health Maintenance Organization plan instead of such supplemental plan, such premium shall be applied toward the premium of the appropriate designated HMO plan. The Company will cap the amount it will contribute to the medical plans in 1998. The cap will be based on the Company's Health Care Plan premiums. (Amended 1/1/78)

(c) An employee who retires under the provisions of the Company's Retirement Plan prior to such employee's normal retirement date and whose retirement date is prior to January 1, 1991 shall, until his or her normal retirement date, be considered as an active employee for the purpose of premium payment as provided for in Subsection 5(c) of this Agreement. In 1995 the Company will limit its contribution for spouses and dependents to 50% of the medical plan premiums. In no case will the Company contribution exceed the 50% contribution made based on the Company Health Care Plan premium. (Amended 1/1/91)

(d) For employees who retire after March 31, 1991 and prior to such employee's normal retirement date, the Company contribution shall be prorated based on the retired employee's service, and shall be determined using the following formula:

$$\text{Prorated Company contribution} = (C / 25) \times y$$

C equals [either Exhibit C or] Exhibit Q premium equivalent[, whichever is] applicable for retirees under age 65, and Y equals the employee's years of service up to a maximum of 40. In no event will the Company contribution under this subparagraph (d) exceed the full medical plan premium or premium equivalent for [each member] the retired employee or the 50% contribution for spouses and dependents. (Added 1/1/91)

(e) For purposes of subsection 6 (b) and (c) above, service will be determined in accordance with the provisions of Section 3.03 of the Retirement Plan, and age and service will be determined as of the date the Company contribution is to be made. (Amended 1/1/91)

## MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT

### EXHIBIT E

#### Level of coverage

The Company pays [100] 80 percent of the cost of each filled prescription [less the member's copayment]. The per order copayment is [\$8, \$9, \$10 for 1991, 1992 and 1993 respectively] 20 percent of the cost of the prescription.

## MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT

### Section 8. National or State Health Insurance

If a National or State Health Insurance Plan is established by an act of Congress or the California State Legislature, Company and Union shall meet and, to the extent required by such act, adopt a plan to coordinate the benefits of the Plans or alternative Plans provided for in this Agreement with the Plan established by law. [Such coordination shall not provide any benefit or level of benefits which will require the payment by the Employer or any monetary contributions, whether in the form of payroll or other taxes or premiums which are in excess of the Company's share of the then current premiums being paid for the Health Plan provided for in Exhibit C hereof. Such total contributions shall be determined by multiplying the Employer's contribution rate for an employee only, an employee and one dependent and an employee and two or more dependents for such Plan by the number of employees in each category regardless of the plan they belong to and taking the sum of the three products. If the plans are coordinated, as provided herein, Employer shall, for the term of this Agreement, continue to pay its share of the premiums, taxes, etc. required to support such coordinated plans. (Amended 1/1/91)]

## MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT

### Section 9. 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.

#### Numbering Changes

Section [9] 10. Medical, Dental and Vision Committee

Section [10] 11. Employees Eligible for Medicare

Section [11] 12. Cobra Continuation and ERISA (Amended 1/1/91)

Section [12] 13. Exhibits (Amended 1/1/91)

Section [13] 14. Notice - Amendments - Termination

Section [14] 15. Term

## MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT

### EXHIBIT A DENTAL PLAN

#### 9. AMOUNT OF BENEFIT PAYABLE

The Plan provides payment of the indicated percentage of the covered fees (see below) up to the maximum of \$2,000.00 for each Eligible Person in each calendar year for the following Benefits:

Diagnostic and Preventive Benefits	[85%] <u>100%</u>
Basic Benefits	85%
Crowns, Jackets and Gold or Cast Restoration Benefits	85%
Prosthetic Benefits	[85%] <u>50%</u>

#### 10. DEDUCTIBLES

You must pay the first \$25 of covered services for each Eligible Person in your family in each calendar year. However, the deductible will not be applied to diagnostic and preventive benefits.

**INITIAL BARGAINING PACKAGES FOR 1993 GENERAL NEGOTIATIONS WITH PG&E: COMPANY PACKAGE**

- [10.] 11. ORTHODONTIC BENEFITS
- [11.] 12. COVERED FEES
- [12.] 13. EXTENSION OF BENEFITS

**MEDICAL, DENTAL AND VISION BENEFIT AGREEMENT**

**EXHIBIT B  
VISION SERVICE PLAN**

**6. DEDUCTIBLE AMOUNT**

The benefits described herein are available to each covered person from any participating and non-participating VSP panel doctor at no cost to the covered person, provided covered person follows the proper procedures by obtaining a VSP benefit form and presenting it to the doctor in advance.

However, there shall be a deductible amount of ~~[\$5.00]~~ \$10.00 for the examination and \$25.00 for the required materials payable by the covered person to the panel doctor at the time of the examination.

**BENEFIT AGREEMENT  
PART IV  
SAVINGS FUND PLAN**

**4.27 COMPLIANCE WITH ERISA SECTION 404(c)**

The Plan is intended to be an ERISA Section 404(c) plan; the Plan Administrator may be relieved of liability for any losses which result from a participant's investment instructions.

**BENEFIT AGREEMENT  
PART IV  
SAVINGS FUND PLAN**

**[4.27] 4.28 FUTURE OF THE PLAN**

If participation in the Plan is ended because a substantial portion of an Employer's property is sold or otherwise disposed of or because an Employer withdraws from the Plan, a participant's interest is determined in accordance with the provisions of the next paragraphs as if the Plan itself has been terminated.

The Company hopes and expects to continue this Plan indefinitely, but because future conditions cannot be foreseen, its Board of Directors necessarily reserves the right to amend or terminate the Plan at any time.

However, no amendment, merger or consolidation of the Plan may be made which would reduce the right that any individual may then have with respect to the Plan's assets then being held under the Plan or permit any funds to revert to an Employer or to be used for any purpose except for the exclusive benefit of participants, spouses and Beneficiaries.

If the Plan is terminated, all contributions to the Plan shall cease but the Plan shall continue to operate in all other respects until all of the Trust assets have been distributed in accordance with the provisions of the Plan in effect on the date of its termination. In the event of a merger or consolidation with, or transfer of assets or liabilities to any other plan, if such other plan is then terminated, participant shall receive a benefit immediately after the merger, consolidation or transfer which is equal or greater than the benefit which participant would have received had the Plan terminated immediately prior to such merger, consolidation or transfer. (Amended 1/1/89)

**BENEFIT AGREEMENT  
PART II  
GROUP LIFE AND LONG TERM DISABILITY PLAN**

**2.23 WAIVER OF MEDICAL PREMIUMS**

The employer will [pay all] continue to contribute 80% of the premiums for medical plan coverage applicable to a Participant who is eligible for Long-Term Disability benefits for the period of such eligibility. Such payment will cover [the] 80% of the premium in effect for any one of the plans available to employees of an employer during 1976 or to a successor to any such plan.

**BENEFIT AGREEMENT  
PART VI  
TERM**

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.

**END OF COMPANY PACKAGE**

**NOTES**

SPECIAL SUPPLEMENT  
UTILITY REPORTER  
APRIL 1993

1993 GENERAL BARGAINING  
WITH PG&E

COMPLETE TEXT  
OF INITIAL BARGAINING PACKAGES  
FROM UNION AND COMPANY

Union Package Pages 1-10  
Company Package Pages 1-10

This Special Supplement to the April 1993 issue of the Utility Reporter contains the initial packages proposed by the Union and the Company in 1993 General Bargaining at Electric

Language to be added to the current contract is indicated by brackets. Language to be deleted from the current contract is indicated by a slash.

