

ARTICLE 14. PROGRAM CONTINUATION

14.1 Amendment and Termination of the Program

The Company hopes and expects to continue this Program indefinitely and guarantees that the Benefits of this Program will not be reduced in any way prior to January 1, 1992. Since future conditions cannot be anticipated or foreseen, the Company reserves the right to amend, curtail or terminate the Program at any time after December 31, 1991.

As provided in the Collective Bargaining Agreements between the Company and the employees represented by the Unions named in Article 1.2, and which are effective through December 31, 1991, the Company reserves the right to modify the Program to provide any benefits prescribed by law, or to minimize the adverse impact on costs imposed by law, tax or regulatory authority, provided such modifications shall not, except as provided in the Program, increase the cost of such benefits to such former represented employees.

14.2 Retroactive Amendments

Notwithstanding any provision of this Article 14 to the contrary, the Program may be amended prospectively or retroactively to make the Program conform to any applicable provision of ERISA, the Internal Revenue Code or any other relevant statute and to

ARTICLE 16. PROGRAM CONTINUATION

16.1 Amendment and Termination of the Program

The Company hopes and expects to continue this Program indefinitely and guarantees that the Benefits of this Program will not be reduced in any way prior to January 1, 1992. Since future conditions cannot be anticipated or foreseen, the Company reserves the right to amend, curtail or terminate the Program at any time after December 31, 1991.

As provided in the Collective Bargaining Agreements between the Company and the Employees represented by the Unions named in Article 1.2, and which are effective through December 31, 1991, the Company reserves the right to modify the Program to provide any benefits prescribed by law, or to minimize the adverse impact on costs imposed by law, tax or regulatory authority, provided such modifications shall not, except as provided in the Program, increase the cost of such benefits to such represented Employees.

16.2 Restrictions on Amendments

No amendment shall be made at any time, the effect of which would be to cause any contributions to the Program to be used for or diverted to purposes other than providing Benefits to Participants and defraying reasonable expenses of administering the Program.

16.3 Retroactive Amendments

Notwithstanding any provision of this Article 16 to the contrary, the Program may be amended prospectively or retroactively to make the Program conform to any applicable provision of ERISA, the Internal Revenue Code or any other relevant statute and to any applicable regulation under any such statute.

SOUTHERN CALIFORNIA EDISON COMPANY

OII 90-07-037 (PBOPs)

CPUC DATA REQUESTS - DATA REQUEST NO. 12

Dated 4/23/91

- Q. I. For each and every PBOPs currently being provided to SCE retirees, provide its vesting requirements and a complete citation for the employee/retiree handbooks where these vesting standards are officially and explicitly set forth. If a PBOP does not have any published vesting requirements, then state that no vesting standards exist. If you have not already provided DRA with a complete copy of the current retiree handbook then do so as part of your response to this request for information.
- A. I. No vesting standards exist for SCE's PBOPs in the sense that employees vest in a PBOP benefit after so many years of service. Instead, employees become eligible to receive the PBOP benefit upon retirement from the Company. See the following references in the enclosed copy of SCE's most current Retiree Benefits Handbook:

Health Care	P. 16, 50
Dental	P. 82
Vision	P. 106
Term Life Insurance	P. 124
Medicare PartB Premium	P. 19, 54
Employee Assistance Program	P. 172

# Eligibility

Most employees who *retire* before January 1, 1991, and their dependents, are eligible to participate in PrimeCare. Certain surviving dependents of active employees also may participate.

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## Retirees

If you *retire* from the Company before January 1, 1991, and you were hired before August 1, 1983, or you completed at least 10 *years of service* before you *retired*, you may enroll in PrimeCare or any of the HMOs offered by the Company that are available in your area. See pages 33-44 for information on HMOs. If you retire on or after January 1, 1991, see the HealthFlex section of this Handbook.

If you *retire* from the Company with less than 10 years of service and you were hired on or after August 1, 1983, you are not eligible for retiree health care coverage. You may, however, be able to extend your current health care coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). For information on extending coverage, see the Administration section of the benefits handbook for employees.

## Dependents

If you participate in PrimeCare, you may enroll your dependents in the plan. In general, your eligible dependents include your:

- Lawful spouse.
- Unmarried *children* up to the end of the month in which they reach age 19.
- Unmarried *children* who are full-time students, up to the end of the month in which they reach age 23.
- Unmarried *children* age 19 or older who are or became incapacitated and incapable of self-support because of a mental or physical handicap before their 19th birthday and who depend primarily on you for support. (You must provide proof of the handicap within the six months after the child's 19th birthday or within the first six months of your effective date of coverage. The Health Care Department may require annual recertification of the handicap as a condition of continued eligibility.)

If your spouse is also a *retiree*, he or she may also be enrolled under this program as a retiree, but neither you nor your spouse may be enrolled as a dependent of the other. If your spouse or child is a *full-time* Edison employee, he or she may not be covered under PrimeCare. If your spouse or child is a *part-time* employee, he or she may be covered either as an employee or as your dependent, but not both.

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## ***Plan Cost***

The Company pays the entire cost of PrimeCare coverage for you and your enrolled dependents.

If you *retired* before January 1, 1989, and you are enrolled in PrimeCare, the Company will also reimburse you for your own Medicare Part B premiums, including all future increases in those premiums.

If you *retire* between January 1, 1989 and December 31, 1990, and you are enrolled in PrimeCare, the Company will reimburse you for your own Medicare Part B premiums, including increases in those premiums through December 31, 1992. Beginning January 1, 1993, you will pay any increases in the Part B premiums above the 1992 level.

Reimbursements for Medicare premiums will be included in your monthly pension check.

# Eligibility

Most employees who *retire* on or after January 1, 1991, and their dependents, are eligible to participate in HealthFlex.

## Retirees

If you *retire* from the Company on or after January 1, 1991, and you were hired before August 1, 1983, or you completed at least 10 *years of service* before you *retired*, you may participate in HealthFlex or any HMO offered by the Company that is available in your area. If you retired before January 1, 1991, see the PrimeCare section of this Handbook. See pages 33-44 for information on HMOs.

If you *retire* from the Company with less than 10 years of service and you were hired on or after August 1, 1983, you are not eligible for retiree health care coverage. You may, however, be able to extend your current health care coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). For information on extending coverage, see the Administration section of the benefits handbook for employees.

## Dependents

You may enroll your eligible dependents in the health care option you choose for yourself. In general, your eligible dependents include your:

- Lawful spouse.
- Unmarried *children* up to the end of the month in which they reach age 19.
- Unmarried *children* who are full-time students, up to the end of the month in which they reach age 23.
- Mentally or physically handicapped *children* of any age if their handicap began before age 19 and they depend on you for support. (You must provide proof of the handicap within the six months after the child's 19th birthday or, if later, within six months of the day your health care coverage begins. The Health Care Department may require annual recertification of the handicap as a condition of continued eligibility.)

If your spouse or *child* is a *full-time* Edison employee (or an Edison *retiree*), he or she is eligible for health care coverage as an employee (or retiree), but not as a dependent. If your spouse or child is a *part-time* employee, he or she may be covered either as an employee or as your dependent, but not both.

## Plan Cost

Your price tag for health care coverage depends on the option and coverage category you choose. The Company provides *HealthFlex dollars* for you to use for your health care coverage.

Just as when you were an employee, the Company-provided dollars may be less than, equal to, or more than you need for the health care option you select. If any *HealthFlex dollars* remain after you have paid for your health care option, those dollars will be refunded to you over the course of the plan year.

The annual price tag of each available option is shown in the personalized information you receive during the annual open enrollment period. Each year the price tags of the options may be adjusted up or down to reflect actual cost experience. Your cost may also change. Price tags for *retirees* may be different than the price tags for employees.

The formula for calculating your *HealthFlex dollars* throughout your retirement years is set in the year you *retire*.

If you retire in 1991 or 1992, the Company provides *HealthFlex dollars* equal to the price tag for HealthFlex 100. This means if you choose HealthFlex 100, your HealthFlex dollars cover your cost. If you choose a different option, you will either have to make additional contributions or you will receive a refund, depending on the option you choose.

If you retire in 1993 or later, the Company provides *HealthFlex dollars* according to a sliding scale, based on your *years of service*. The maximum amount is provided for retirees with 30 or more years of service. For example:

- If you retire with 30 years of service, the Company will provide enough HealthFlex dollars so that each year your share of the cost for retiree HealthFlex 100 will be equal to what employees pay for their HealthFlex 100.
- If you retire with 10 years of service, the Company will provide enough HealthFlex dollars so that each year your share of the cost for retiree HealthFlex 100 will be 50% more than what employees pay for their HealthFlex 100.

If you *retire* between January 1, 1991 and December 31, 1992, and you are enrolled in HealthFlex, the Company will reimburse you for your own Medicare Part B premiums, including increases in those premiums, through December 31, 1992. The Company will continue reimbursements to you after 1992, but only up to the 1992 premium level. You will pay any increases in the Part B premiums above the 1992 level.

The reimbursements for Medicare premiums will be included in your monthly pension check.

If you *retire* on or after January 1, 1993, Medicare Part B premium-reimbursement is not available.

# Eligibility

Most retirees and their dependents are eligible for dental coverage.

## Retirees

If you *retired* from the Company and you were hired before August 1, 1983, or you had at least 10 *years of service* at the time you *retired*, the Company continues to provide dental plan coverage for you and your dependents.

If you retired from the Company with less than 10 years of service and you were hired on or after August 1, 1983, you are not eligible for retiree dental coverage. You may, however, be able to extend your current dental coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). For information on extending coverage, see the Administration section of this Handbook.

## Dependents

You may enroll your eligible dependents in the dental plan you choose for yourself. In general, your eligible dependents include your:

- Lawful spouse.
- Unmarried *children* up to the end of the month in which they reach age 19.
- Unmarried *children* who are full-time students, up to the end of the month in which they reach age 23.
- Mentally and physically handicapped *children* of any age if their coverage and handicap began before age 19 and they depend on you for support. You must provide proof of the handicap within the required time frame.\*

Dependents serving in the military are not eligible for coverage.

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\*If you participate in Blue Cross or Safeguard, you must provide proof within the 31 days before the child's 19th birthday. Delta Dental usually requires proof within the six months before the child's birthday. If the child is over age 19 at the time you become eligible for coverage, you must provide proof within the first six months of your dental coverage.

# Eligibility

Certain retirees and their dependents are eligible for vision care coverage.

## Retirees

If you *retired* from the Company and you were hired before August 1, 1983, or you had at least 10 *years of service* at the time you *retired*, the Company continues to provide vision care coverage for you and your dependents.

If you retired from the Company with less than 10 years of service and you were hired on or after August 1, 1983, you are not eligible for retiree vision care coverage. You may, however, be able to extend your current vision care coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). For information on extending coverage, see the Administration section of this Handbook.

## Dependents

If you participate in the vision plan, you may enroll your eligible dependents in the plan.

In general, your eligible dependents include your:

- Lawful spouse.
- Unmarried *children* up to the end of the month in which they reach age 19.
- Unmarried *children* who are full-time students, up to the end of the month in which they reach age 23.
- Mentally and physically handicapped *children* of any age if their coverage and handicap began before age 19 and they depend on you for support. You must provide proof of the handicap within the six months before the child's 19th birthday or before you become eligible for your vision coverage.

Dependents serving in the military are not eligible for coverage.

# Retiree Life Insurance

If you *retired* under the Edison Retirement Plan, after October 1, 1978 (October 1, 1979, for IBEW employees), the Company automatically provides retiree term life insurance at no cost to you. You may also have additional insurance you converted when you retired and paid-up insurance.

## Retiree Term Life Insurance

If you *retired* on or after October 1, 1978 (October 1, 1979 for IBEW employees) and before August 1, 1983, the Company provides \$2,500 of term life insurance.

If you *retired* on or after August 1, 1983, the Company provides \$5,000 of term life insurance.

If you are eligible for Company-provided coverage, you were enrolled automatically when you retired.

## Paid-Up Insurance

Prior to August 1, 1983, *full-time* employees were eligible to begin purchasing paid-up insurance. If you purchased this insurance and have not cashed it out, your coverage is equal to the amount specified on the statement you received when you retired. You may cash out your paid-up insurance at any time.

If you cashed out your paid-up insurance, you have no further paid-up insurance coverage.

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COMMUNICATIONS



RESPONSE TO CPUC DR 12-PACBELL  
(Pacific Bell No. DR/PRB-15)

REQUEST:

- II. For each and every PBOPs currently provided to Pacific Bell retirees, provide its earnings formulae and a complete citation for the employee/retiree handbooks where these earnings formulae are officially and explicitly set forth. If a PBOP does not have any published earnings formulae, then state that no such formulae exist. If you have not already provided DRA with a complete copy of the current retiree handbook then do so as part of your response to this request for information.

RESPONSE:

Medical and dental benefits are not based on an earnings formula. The only PBOP which is based upon an earnings formula is group life insurance. The earnings formula for group life is not a true formula like those found in a pension plan. The group life benefit is simply based on the earnings of an employee at time of retirement rounded up to the nearest one thousand dollars. The earnings formula for group life insurance can be found on the following pages of the attached Summary Plan Descriptions:

- Non-Salaried/Salaried-Retired Before 1987 - page 74
- Non-Salaried/Salaried-Retired After 1986 - page 98

**T**he amount of your basic life insurance coverage before age 66 is equal to the basic life insurance coverage you had when you retired. Your coverage is reduced starting at age 66, as described on page 77.

The amount of your basic coverage at retirement is determined by your basic annual pay, which includes:

- your base pay
- differentials paid for night hours
- differentials paid for temporary work in a higher classification
- lump-sum merit wage payments
- incentive compensation (if you are a Directory or Marketing management employee)
- area differentials
- Team Awards
- commissions
- bonuses and residuals which are identified as a permanent part of your compensation

Hire-on bonuses, overtime pay, tour or other differentials regarded as temporary (less than two weeks), singular achievement awards, employee suggestion awards, severance payments and any other one-time extra payments are not included.

You are covered 24 hours a day, on or off the job, anywhere in the world. The basic life benefit will be paid to your beneficiary whether your death is caused by disease, illness, or accident.

*January 1991*  
*Summary Plan*  
*Descriptions*

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*Nonsalaried*  
*Retired Before 1987*

*Salaried*  
*Retired Before 1987*

**T**he amount of your basic life insurance coverage before age 66 is equal to the basic life insurance coverage you had when you retired. Your coverage is reduced starting at age 66, as described on page 101.

The amount of your basic coverage at retirement is determined by your basic annual pay, which includes:

- your base pay
- differentials paid for night hours
- differentials paid for temporary work in a higher classification
- lump-sum merit wage payments
- incentive compensation (if you are a Directory or Marketing management employee)
- area differentials
- Team Awards
- commissions
- bonuses and residuals which are identified as a permanent part of your compensation

Hire-on bonuses, overtime pay, tour or other differentials regarded as temporary (less than two weeks), singular achievement awards, employee suggestion awards, severance payments and any other one-time extra payments are not included.

You are covered 24 hours a day, on or off the job, anywhere in the world. The basic life benefit will be paid to your beneficiary whether your death is caused by disease, illness, or accident.

January 1991

## Summary Plan Descriptions

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Nonsalaried  
Retired After 1986

Salaried  
Retired After 1986

RESPONSE TO CPUC DR 12-PACBELL  
(Pacific Bell No. DR/PRB-15)

REQUEST:

III. For each and every PBOPs currently provided to Pacific Bell retirees, provide a complete copy of the section in the benefit contract which sets forth employer's legal ability to terminate or reduce PBOPs.  
If you have not already provided DRA with a complete copy of the current PBOPs contracts, then do so as part of your response to this request for information.

RESPONSE:

See the enclosed 1991 Summary Plan Descriptions as follows (excerpt pages attached).

Medical Plan:

- Non-Salaried/Salaried-Retired Before 1987 - pages 45 & 97
- Non-Salaried/Salaried-Retired After 1986 - pages 68 & 153

Dental Plan:

- Non-Salaried/Salaried-Retired Before 1987 - pages 69 & 97
- Non-Salaried/Salaried-Retired After 1986 - pages 93 & 153

- the maximum Plan benefits have been paid
  - you are no longer totally disabled
  - you become covered with no limitations on the disabling condition under any other group hospital, medical and surgical coverage, including an alternative Company-sponsored medical plan or HMO
- You must continue to make any required contributions for your coverage during the period of this extension.

**Continuation of coverage—COBRA**

If events occur which would normally cause your dependents to lose coverage, they may, under certain circumstances, be able to continue participation at their own expense. This continued coverage, to be paid by your covered dependents, is provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA). For more information, please refer to the section entitled "Important Information About Your Benefit Plans."

**What happens if MEP ends or is amended?**

Pacific Telesis Group intends to continue the Medical Expense Plan indefinitely, but reserves the right to change or end any part or all of the plan at any time during your retirement.

Pacific Telesis Group reserves the right to require contributions by retirees and/or dependents. Pacific Telesis Group also specifically reserves the right to add or change benefit copayments and deductibles.

When changes or terminations in the Plan are made, the new provisions will apply beginning with the effective date of the change; payments for services received before the effective date will not be reduced.

For more information about the termination or amendment of the Plan, please see the section entitled "Important Information About Your Benefit Plans."

*January 1991*

*Summary Plan  
Descriptions*

*Nonsalaried  
Retired Before 1987*

*Salaried  
Retired Before 1987*

GENERAL PLAN  
INFORMATION FOR  
BOTH THE DENTAL  
EXPENSE PLAN AND  
THE PRUDENTIAL  
DMO

Benefit Plans." Under certain circumstances, you may have other alternatives for continuing coverage. You will be notified of those alternatives at the time coverage would otherwise end.

**What happens if the Plan ends or is amended?**

Pacific Telesis intends to continue these Plans indefinitely, but reserves the right to change or end the Plans at any time and for any reason. For more information about the termination or amendment of the Plan, please see the section entitled "Important Information About Your Benefit Plans."

## AFFECTS ALL OF YOUR BENEFIT PLANS

### What if the Plans are amended or terminated?

#### Plan records

The fiscal records of the Plans described in this book are kept on a calendar-year basis—beginning January 1 and ending December 31 of each year.

The Company shall have the power to amend or terminate the following Plans at any time, but no amendments or terminations of the Plans shall operate to relieve an employing company of any obligation it may have to continue to provide collectively-bargained benefits to employees during the life of the applicable collective bargaining agreement:

- medical
- dental

Pacific Telesis Group reserves the right to require contributions by employees, retirees or their dependents for all Plans including the following:

- medical
- dental
- group life

Pacific Telesis Group also specifically reserves the right to add or change benefit copayments and deductibles.

When changes or terminations in the Plans are made, the new provisions will apply beginning with the effective date of the change; payments for charges incurred before the effective date will not be reduced.



CARE NETWORK  
COVERAGE BEGIN  
AND END?

- After six months, your surviving spouse can continue coverage for himself or herself and dependents by paying the monthly contribution. However, the coverage will end if the following occurs:
  - your spouse remarries or dies
  - your spouse doesn't make the required monthly contribution on time

Dependents cannot continue coverage after the first six months of Company-paid coverage if there is no surviving spouse.

What happens if the Plan is terminated or amended?

Pacific Telesis intends to continue the Plan indefinitely, but reserves the right to change or end the Plan at any time and for any reason. For more information about the termination or amendment of the Plan, please see the section entitled "Important Information About Your Benefit Plans."

*January 1991*

*Summary Plan  
Descriptions*

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*Nonsalaried  
Retired After 1986*

*Salaried  
Retired After 1986*



INFORMATION FOR  
BOTH THE DENTAL  
EXPENSE PLAN AND  
THE PRUDENTIAL  
DMO

**What happens if the Plan ends or is amended?**

Pacific Telesis intends to continue these Plans indefinitely, but reserves the right to change or end the Plans at any time and for any reason. For more information about the termination or amendment of the Plan, please see the section entitled "Important Information About Your Benefit Plans."

**AFFECTS ALL OF YOUR  
BENEFIT PLANS**

**What if the Plans are  
amended or terminated?**

**Plan records**

The fiscal records of the Plans described in this book are kept on a calendar-year basis—beginning January 1 and ending December 31 of each year.

Although Pacific Telesis Group intends to continue each of the following Plans indefinitely, Pacific Telesis Group reserves the right to terminate or change any part or all of the following Plans at any time during your retirement:

- medical
- dental
- group life
- pension
- supplemental retirement and savings
- employee stock ownership

Pacific Telesis Group reserves the right to require contributions by employees, retirees or their dependents for all Plans including the following:

- medical
- dental
- group life

Pacific Telesis Group also specifically reserves the right to add or change benefit copayments and deductibles.

When changes or terminations in the Plans are made, the new provisions will apply beginning with the effective date of the change; payments for charges incurred before the effective date will not be reduced.



PACIFIC GAS & ELECTRIC  
OII 90-07-037 (PBOPs)  
RESPONSE TO DRA DATA REQUEST 12-pge

REQUEST I. For each and every PBOPs currently being provided to PG&E retirees, provide its vesting requirements and a complete citation for the employee/retiree handbooks where these vesting standards are officially and explicitly set forth. If a PBOP does not have any published vesting requirements, then state that no vesting standards exist.

If you have not already provided DRA with a complete copy of the current retiree handbook then do so as part of your response to this request for information.

RESPONSE I. Vesting is a rule specified under the Employee Retirement Income Security Act of 1974 (ERISA) which applies to pension plans. Under these rules, an employee's vested interest in an accrued benefit is the portion in which the employee has a nonforfeitable interest. This means that the vested benefit must be paid to the participant even if he/she terminates employment prior to retirement, or plan benefits were reduced or eliminated. PG&E does not provide such vesting for postretirement medical or life insurance benefits. Participants are eligible for these benefits upon retirement from the company. Employees who terminate prior to retirement age are not eligible for these benefits, even if they are entitled to a vested pension payment from the Retirement Plan. However, it should be noted that a number of court decisions have held that postretirement welfare benefits are "status" benefits which, in fact, do vest upon retirement. Under this theory, employers are unable to terminate or modify plan benefits for retired employees.

Page 21 of the enclosed Summary Plan Description of retiree benefits entitled Your Benefits, A Guide for Retirees and Their Families specifies conditions under which a retiree is eligible for retiree medical coverage. Page 72 of this book outlines eligibility rules for post retirement life insurance benefits.

REQUEST II. For each and every PBOPs currently provided to PG&E retirees, provide its earnings formulae and a complete citation for the employee/retiree handbooks where these earnings formulae are officially and explicitly set forth. If a PBOP does not have any published earnings formulae, then state that no such formulae exist.

If you have not already provided DRA with a copy of the current retiree handbook then do so as part of your response to this request for information.

PACIFIC GAS & ELECTRIC  
OII 90-07-037 (PBOPs)  
RESPONSE TO DRA DATA REQUEST 12-pge

RESPONSE II. While it is unclear what type of earnings formula is referenced in this question, to the best of our knowledge no such earnings formulae applies to postretirement medical or life insurance benefits provided to current retirees, excepting for the funding change effective in 1991 for payment of medical premiums for retirees under 65. This change is explained in Section 6, paragraph (d) of the Health, Dental and Vision Benefit Agreement provided in response to Data Request 10. It is also referenced in the Funding Changes portion of PG&E's response to Data Request 13. Please note PG&E refers to this change as a "funding change" and not as an "earning formula." As explained in response to item 1, employment to retirement age is a condition of the non-pension retirement benefits. This is an employment, rather than an earnings, criteria for such benefits.

REQUEST III. For each and every PBOPs currently provided to PG&E retirees, provide a complete copy of the section in the benefit contract which sets forth the employer's legal ability to terminate or reduce PBOPs.

If you have not already provided DRA with a complete copy of the current PBOPs contracts, then do so as part of your response to this request for information.

RESPONSE III. There are two types of PBOP contracts that would apply: (1) the plan document which is a contract enforceable under ERISA; and (2) the benefit agreement negotiated with unions representing PG&E's bargaining unit employees which is enforceable under labor laws.

Documents were provided to the DRA on April 26, 1991 in response to Data Request 10 which outline the employer's ability to terminate or revise medical plan benefits. See pages 65-66 of the Medical Plan for Nonmanagement Employees and Retirees document; and pages 56-57 of the Medical Plan for Management and Nonbargaining unit Retirees document. The clause which outlines employer rights under the Postretirement Life Insurance Plan are provided under Paragraph 9 on page 5 of the enclosed plan document.

With respect to bargaining agreements, the employer's right to make changes in medical benefits for bargaining unit retirees is stated in Section 6, paragraph (b) of the Health, Dental & Vision Benefit Agreement between PG&E and the International Brotherhood of Electrical Workers, Local No. 1245 (IBEW). The new agreement effective January 1, 1991 has

PACIFIC GAS & ELECTRIC  
OII 90-07-037 (PBOPs)  
RESPONSE TO DRA DATA REQUEST 12-pge

not yet been printed, however, a typed copy of Section 6 was forwarded to the DRA in response to Data Request - 10. The most recent printed copy of this agreement is enclosed in response to this question. The same terms specified in this agreement were also agreed upon with the Engineers and Scientists of California (ESC). However, see discussion of status benefits in Response I.

The negotiated postretirement life insurance provision which responds to this question is provided in Section 2.26, Amendment Procedure of the Benefit Agreement between PG&E and the IBEW, Local 1245. The most recent printed copy of this agreement is enclosed for your information. The new agreement effective January 1, 1991 has not yet been printed.

Please note that a similar disclaimer is provided on page 97 of the enclosed Summary Plan Description of retiree benefits entitled Your Benefits, A Guide for Retirees and Their Families.