

BALLOTS DUE BACK NOV. 16 Members at PG&E to vote on new 3-year contract offer



Closing Discussions: Assistant Business Manager Manny Mederos, lower photo, left, Negotiating Committee spokesman, reviewed offer with Committee members, and Business Manager Jack McNally during closing hours of negotiations at the Union Hall.

After months of hard hitting negotiations, the Local Union's General Bargaining team came to agreement on a tentative offer with PG&E on Friday, September 25 around 4 o'clock in the morning.

Subsequently the Local's committee reviewed and verified language of the bargaining table agreement in preparation for distribution to the membership for final consideration.

During October committee members went into the field to answer questions about specific issues at various Unit Meetings throughout the jurisdiction.

All the new contract language with explanations is included in this

issue of the Utility Reporter along with a statement from the General Bargaining Committee, and a detailed cover letter from PG&E.

Ballots were set to be mailed to members on Monday, October 26, and received back at the Local's Post Office Box in Walnut Creek, no later than 10 a.m. on Monday, November 16.

A ballot committee will oversee the tallying, and results will be reported to members immediately.

Election results will be available on the toll free phone number, 800-227-5607 when the final count has been determined on the Physical and Clerical contracts.

TOLL FREE HOT LINE 800# 227-5607

Accident claims life of Station Mechanic

Randy Beal, 34, a General Construction Station Mechanic, was electrocuted on October 1 at PG&E's Bellota Substation, 35 miles east of Stockton.

The fatal accident occurred when Beal and a partner were working in a bucket, 70 feet above ground, where they were converting 230 kv lines over to 500 kv.

An initial investigation indicated that although the lines were not energized, Beal suffered an electric shock from a "low-level induced current of unknown origin."

Following the 8:35 a.m. accident, Beal was rushed by helicopter to San Joaquin General Hospital where he died about 10 a.m.

Local 1245 Business Representatives Bob Gibbs and Mickey Harrington, and Assistant Business Manager Ron Fitzsimmons reported to the site to conduct an initial investigation.

Fitzsimmons immediately notified Federal OSHA and learned that their representatives would not be available until Monday, October 5, to begin inquiry into the cause of the accident.

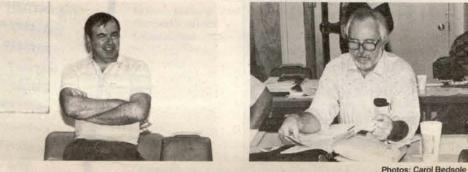
Subsequently Joan Anderson from Federal OSHA met with Business Representative Gibbs on the 5th, to proceed with the investigation.

The accident remains under investigation at this time.

Beal is survived by his wife and one child. Deepest sympathies are extended to the Beal family.

IN MEMORIAM Randy L. Beal May 15, 1953 October 1, 1987





SMUD seeks wage freeze; Local readies for new talks

The IBEW Local 1245 committee for SMUD negotiations has been appointed. The committee consists of Sam Hill, Gary Hanson, Marilyn Hogaboom, John Platz, Dennis Seyfer, Bill Uphoff, Ike Williams, and from Union staff, Business Representative Gary Mai, and Senior Assistant Business Manager Darrel Mitchell.

The committee has been reviewing the current financial and political plight of SMUD. As a result of the problems of trying to get the Rancho Seco nuclear power on line, SMUD has been incurring a a large debt and faces difficult financial problems.

Due to the financial problems SMUD is facing many possibilities including the selling off of the nuclear plant and/or other generating facilities, shutting down Rancho Seco, and having a part or all of the District sold to or taken over by outside entities.

On October 13, 1987, SMUD announced its intention to seek wage freezes for all employees for 1988.

A new General Manager has been appointed by SMUD and will assume his duties in November.

The Union has requested a meeting with the District in early November, after the arrival of the new General Manager.

'Positive Discipline' underway at PG&E

IBEW, Local 1245 has agreed to implement the "Positive Discipline" concept throughout the PG&E System.

The Union will be holding steward training conferences concerning the new procedure that replaces the current constructive discipline.

- The program implementation schedule is:
- 11-1-87: Redwood Region Humboldt Bay Power Plant
- 12-1-87: Pipeline Operations 1-1-88: East Bay Region
 - Steam Generation Nuclear Power Operations
- 2-1-88: Sacramento Valley Region San Joaquin Valley Region
- 3-1-88: Golden Gate Region Mission Trail Region
- 4-1-88: General Construction General Office

Copies of the complete agreement have been sent to all PG&E shop stewards and will be made available to members of Local 1245.

New Dispatch Office in Northern California

The new northern California Outside Line Dispatch Office is located at 3453 Ramona Avenue, Suite 5, in Sacramento, 95826. The phone number is: (916)739-0112.

Negotiating Committee's statement to members:

International Electrical

Toral Union 1245 Brotherhood Warkers

(3063 CITRUS CIRCLE) • P.O. BOX 4790, WALNUT CREEK, CALIFORNIA 94596 • (415) 933-6060

GENERAL NEGOTIATIONS COMMITTEE STATEMENT

To: All Local 1245 Members at PG&E

Utility Reporter OCTOBER 1987 **VOLUME XXXVI** NUMBER 10

CIRCULATION: 24,500

(415) 933-6060

Business Manager & Executive Editor JACK McNALLY

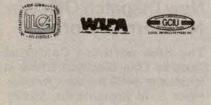
Managing Editor CAROL BEDSOLE

President

Howard Stiefer Executive Board Ron Blakemore Barbara Symons **Mike Davis** Jim McCauley Kathy F. Tindall Lyman Morrison Treasurer **Ron Field** Published monthly at 3063 Citrus Circle, Walnut Creek, California 94598. Official publication of Local Union 1245, International Brotherhood of Electrical Workers, AFL-CIO, P.O. Box 4790, Walnut Creek, CA 94596. Second Class postage paid at Walnut Creek and at additional mailing offices. USPS No. 654640, ISSN No. 0190-4965.

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On September 25, Union and Company Negotiating Committees reached a tentative agreement to become effective January 1, 1988. This offer represents 25 meetings and many hours of work by your Negotiating Committee. Considering the general bargaining environment of takeaways and givebacks, the political climate in the state and federal

governments, and special interest group activities directed at the utility industry as a result of rising energy costs, it was a long, uphill battle to maintain our current level of benefits and to gain modest increases in

Wage and benefit levels in comparison to other 9th District utilities have been maintained at comparable levels, notwithstanding the unprecedented move to give Clerical a lump sum bonus instead of the general wages.

The Company Negotiating Committee was unwilling to set wages for wage increase the Physical unit will receive. 1990 due to the uncertainty surrounding a resolution of the Diablo Canyon rate case, which is not expected to be settled until late 1989.

Nevertheless, both Committees felt a three-year term is needed to main-

tain stability through an unsettled period of economic and political Based on these facts, your Committee feels this offer is worthy of the turmoil.

membership's consideration.

Jose huchnes

Jack McNally

Howard Steps

Howard Stiefer

m. a nuderos

Manny A. Mederos

And Fallet

Rafidy L. Abbott

Adus Gaya)

Arturo Garza, Jr.

Deml. Luke

Dean Gurke

In Unity, Your General Negotiating Committee,

Marie Kiggee

Marie Kizzee

Bob Martin

Danny L. Jackson Rebecca Rosecrans Rodney 's Trusnell Rod Trunnell

a f. witers Arlis L. Watson Rudelph G. Woosfree R.G. "Rudy" Woodford

Bob Martin thurd 1. Mille Stuart E. Neblett Fed A. Pidenson

Fred H. Pedersen Shirley Roberto Shirley Roberts

PLEASE TAKE THE TIME TO VOTE

COMPANY LETTER

PACIFIC GAS AND ELECTRIC COMPANY

245 MARKET STREET . SAN FRANCISCO, CALIFORNIA 94106 . (415) 781-4211 . TWX 910-372-6587

PGVE +

I. WAYLAND BONBRIGHT NANAGER INDUSTRIAL RELATIONS

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This letter and its attachments will confirm the Company's understanding of the settlement reached on September 24, 1987, between the Company's Negotiating Committee and the Union's Negotiating Committee in the 1987 negotiations with respect to the IBEW Agreements between Company and Local 1245:

1. Wages

The Company will grant a general wage increase of two and three-quarter percent, effective January 1, 1988 and January 1, 1989, to employees covered by the Physical Agreement. Our customary rules of rounding will be followed. Employees covered by the Clerical Agreement will receive a two and threequarter percent lump sum payment, to be applied at the end of 1988 and 1989, to be paid in January of the following year.

Effective January 1, 1988, the wage steps and starting rate for all new hires into beginning classifications as defined in Attachment C will be restructured. The starting rate, established on January 1, 1987 will be reduced by 12.5 percent. Each classification will have one additional wage step added to its progression, with the top step equal to the top step established on January 1, 1987. The interim steps will be restructured to provide equal distribution of the difference between the new starting and top step. (See Attachment C.) These rates will not apply to any employee who has a Service date prior to January 1, 1988.

For bidding purposes, the top rate of beginning classifications covered by the Physical Agreement will be the current top progression step (i.e. the one year step for Helper or Groundman).

GC classifications – Company agreed to maintain the 5 percent differential for eligible and comparable GC Classifications up to a total annual straight time cost of \$180,000. In applying this agreement adjustments will begin with the highest paid classifications and continue downward to the lowest paid classification until all comparable classifications have been adjusted or \$180,000 per year has been exhausted, whichever occurs first. A wage reopener was agreed to for both Physical and Clerical employees for 1990.

2. Extension of Pension Bands

The Company will provide Union extended Pension Bands at a later date.

3. Health Committee

The Company and Union will establish a task force to determine the most effective means of obtaining bargaining-unit employees' participation in HealthWise and, if appropriate, establish a pilot HealthWise Program in 1988 or thereafter.

4. Health Maintenance Organizations

The Company and Union will establish a task force to jointly establish guidelines and objectives for selecting future HMO contractors. The Company and Union will survey HMO's and HMO enrollees to determine whether HMO's are meeting the established philosophy. All phases of this joint study will be conducted by August 1, 1988 in order to be prepared for the 1989 open enrollment period.

5. Substance Abuse Program

The Company and Union will establish a pilot Substance Abuse Program for active employees and their dependents enrolled in the Blue Cross Medical Service Plan with the following conditions:

a) Expenses will be covered at 100 percent per course of treatment.

- b) A course of treatment includes in-patient and/or out-patient benefits.
- c) No more than two courses of treatment in a lifetime.

d) To be eligible for payment the employee or dependent must select from a list of pre-approved substance abuse treatment facilities or be under the direction of the Company's Employee Assistance Program.

e) The Company will have the final selection of the Substance Abuse Administrator.

f) The Company and Union will jointly review the Substance Abuse Program in 1988 to determine whether this program should be expanded to include Health Maintenance Organization enrollees.

g) The Company and Union will jointly determine if a free-standing Mental Illness Plan should be established starting plan year 1989.

6. Retiree Open Enrollment

Every three years, beginning in 1987, the Company will provide retirees the opportunity to change health plans during the same open enrollment period offered to active employees.

7. Clerical Meals Clarification

An Ad Hoc Committee will be established to negotiate a clerical meals clarification to be completed by June 1, 1988.

8. Service Planning

Company and Union agreed that Operating and Customer Services clerical employees may be assigned New Business work. Customer Services employees currently assigned new business duties, but reassigned to the Operating clerical line of progression will be specifically named and by February 1, 1988 OF VIEW

By Jack McNally

IBEW 1245 Business Manager



Time to review new settlement offer; then cast your vote

This issue of the Utility Reporter contains the provisions of the offer of settlement by PG&E. The ballots are being mailed to PG&E members for their consideration and vote.

This year's bargaining with PG&E is the first in an environment of unraveling, and uncertain utility regulation, and it is a fact that PG&E has lost some large commercial and industrial energy customers and faces a real threat to lose more.

This changing utility environment was constantly raised at the bargaining table and, along with the continuing saga of Diablo Canyon, was the Company's motivating factor in their proposals to reduce labor costs, and, as PG&E sees it, get wage rates more in line with comparable jobs in other industries.

The results of collective bargaining do not produce in total what either side sets out to accomplish, and this bargaining is no exception. This offer contains a modest wage increase and basically keeps the fringe benefits intact. It also provides the ability to institute work experiments to explore ways to improve efficiency and productivity along with enhancing the workplace. These projects will give our members at the workplace the right to participate in any changes that may be developed as a result of these experiments.

I believe this proposed settlement provides the means to utilize the collective brain power of those who do the work to find more efficient ways to do the work, while still maintaining the integrity of the collective bargaining agreement.

There is no question that over the next few years PG&E will be facing new challenges in the utility business. Strategies and decisions by management will be crucial to success in the market-driven environment. There is work to be done. It needs to be done reasonably and efficiently. Our members can do it reasonably and efficiently. The real test will be – can management manage reasonably and efficiently?

Your Negotiating Committee spent many hours of intense, agonizing bargaining in reaching this tentative offer of settlement. The committee members worked hard and put forth their best efforts in dealing with this year's difficult negotiations, and for that I salute them.

I encourage all PG&E members to review the contents of the offer which is contained in this issue of the Utility Reporter. Further, I urge each member to mark his or her ballot and return it in a timely manner so that we can get the greatest participation possible in the ratification process.

In Unity,

Jok Welnes

GUIDE TO READING AGREEMENT AMENDMENTS:

- New language is in **bold face italic type**.
- All Clerical Sections are set of by (parenthesis).
- EXPLANATIONS follow new Sections and are set in in this typestyle.

AGREEMENT AMENDMENTS

PHYSICAL/CLERICAL

TITLE 5. UNION ACTIVITY

5.5 NEW EMPLOYEE INFORMATION

5.6 NEW EMPLOYEE INFORMATION

Company's local Human Resources Representatives shall, through local supervisors, notify the designated local Shop Steward or Representative of Union of the reporting for duty of new bargaining unit employees. Upon said notification, the parties may schedule necessary paid time (not to exceed one-half hour) and facilities for Union to provide orientation information regarding the obligations and benefits of Union membership. In addition, Company will include a one-page document, as submitted by Union, in the customary new employee orientation information package. Such document or discussion shall not include any matters derogatory to the Company and its customers. (Amended 1/1/88)

EXPLANATION: To allow Union representation, up to one-half hour with pay, for new employee orientation.

TITLE 8. LABOR-MANAGEMENT COOPERATION TITLE 21. LABOR-MANAGEMENT COOPERATION

- 8.8 PRODUCTIVITY ENHANCEMENT COMMITTEES
- 21.8 PRODUCTIVITY ENHANCEMENT COMMITTEES

(a) Company and Union will establish Joint Committees on Productivity Enhancement. One such committee consisting of four members appointed by Company's Manager of Industrial Relations and four members appointed by Union shall meet at the call of either party. Other Productivity Enhancement Committees will be established as agreed between Union and Company at other levels of Company's organization. Union members of such committees who are employees of Company shall be paid by Company for attendance at mutually agreed to meetings of such committees. (Added 1-1-84)

(b) A unit may request to participate in an employee involvement

efficiency project. Each project will have an advisory committee and a steering committee, each consisting of Company and Union representatives. Company's Manager of Industrial Relations and Union's Business Manager may agree to guidelines and provisions to temporarily amend provisions of the agreement and/or Company policies and procedures (excluding conflict with any Federal or State Law, Regulation or Executive Order). (See Letter Agreement 87-165-PG&E, Exhibit XI(D) on page. (Added 1/1/88)

PART I REGION, DEPARTMENT, EMPLOYEES AND GENERAL CONSTRUCTION EMPLOYEES TITLE 100. APPLICATION

100.1 The provisions of Part 1 of this Agreement shall apply to (a) operation, maintenance, and construction employees in each of Company's Geographical Divisions and Regions (including clerks in the offices of Electric Department foremen and technical clerks in Steam Generation) and its Pipe Line Operations Department, Materials Distribution Department, the Telecommunications and Building Departments of General Office, Gas Meter Repair Plant, Electric Meter Repair Facility, Steam Generation Department, Hydro Generation Department, Nuclear Power Generation Department, and (b) field and Service Center employees of General Construction. Whenever the words "employee" and "employees" are used in this Part, they shall, unless otherwise noted, be construed to refer only to employees described above in this Section for whom Union is the exclusive bargaining representative. Where the context of this Part makes it reasonable to do so, reference to "Region" or "Division" or "Department" shall be construed to include and apply to the organizational units enumerated hereinabove and the words "Vice President(s)" shall be construed to include and apply to the head(s) of such organizational unit(s). (Amended 1/1/88)

EXPLANATION: To clarify which employees are covered by Section 100 of the Physical agreement.

See NEXT PAGE

COMPANY'S LETTER

From PAGE THREE

must elect to bid to either Customer Services or Operating. In addition, any future General Wage Increases and step increases will continue to be applied as long as such clerks remain in their current position. Initial job evaluations for the purpose of job grading will be based on the Position Evaluation Questionnaire completed in 1987 by the subject clerks in their current position for that purpose.

9. Job Bidding and Demotion

a) Peninsula Division

Current employees headquartered in Peninsula Division will be specifically named and will maintain their rights to bid to the former San Jose Division and to the rest of Golden Gate Region as long as they remain in Peninsula Division. All employees who bid or transfer into or are hired in Peninsula Division after December 31, 1987 will be considered as employees of Golden Gate Region only.

b) Hydro Generation

Current Substation and Hydro Helpers will be specifically named and will be allowed to bid to either Substation or Hydro Apprentice classifications one time only. Once the Helper has been awarded an Apprentice vacancy such employee will have exhausted this right.

10. Operating Clerical

Company and Union agreed to the elimination of the department designation for Operating Clerks. Exhibits A and F of the Clerical Agreement will be updated to remove such designations.

11. Pre July 1962 Exceptions (Section 202.19)

Company and Union agreed to a meeting in the San Francisco Gas Department to discuss methods of assigning employees to trailer-based crews in San Francisco.

12. Prearranged Overtime

The parties agreed there will be no penalty, financial or otherwise, for failure to comply with the 24-hour notice recommended in Section 208.12 of the Physical Agreement and Section 12.3 of the Clerical agreement.

13. Diablo Canyon Power Plant

a) Company and Union agreed to a review of job duties performed by clerks at Diablo Canyon Power Plant for the purpose of determining which are performing plant operation related work and those assigned to record keeping work not normally performed in a generating plant. The beginning classification for the latter type work will be Utility Plant Clerk.

b) Prior to the effective date of the Agreement the parties agreed to negotiate a letter agreement regarding the use of Contract Outage employees at Diablo Canyon Power Plant.

14. Assistant Foreman's Clerk and Foreman's Clerk

Company and Union recognized that possible inequities exist between Physical and Operating Clerical positions throughout the system and agree that it is desirable to effect an expeditious resolution of these issues. Therefore, the parties agreed to:

 Leave current pay rates and lines of progression as is for the Assistant Foreman's Clerk and the Foreman's Clerk positions.

b) Commencing immediately, all Assistant Foreman's Clerk and Foreman's Clerk positions will be evaluated using the existing clerical job evaluation system for study purposes only. The results of this study will be compared with the existing operating clerical data currently being gathered and will then be referred to interim bargaining to establish a mutually agreed upon plan to correct any inequities.

c) Deadline for completion January 1, 1989. If agreement is not reached by this date the classifications, rates and lines of progression will remain unchanged.

15. Establishment of Gas and Electric Ad Hoc Committees

a) Company and Union agreed to establish an Ad Hoc Committee to review and negotiate the concept of an Underground Construction line of progression as well as a review of welding and non-welding Gas Crew Foreman and Electric Crew Foreman classifications to be completed by May 31, 1988.

b) Company and Union agreed to establish an Ad Hoc Committee to review the Gas Serviceman duties. At such time, the filling of RGS vacancies will be reviewed.

16. Telecommunication Department

Company and Union agreed to the establishment of three new classifications in the Telecommunications Department. It was understood that there would be no layoffs or displacements resulting from the establishment of the Telecommunications Analyst and Installer for Fairfield, DCPP and the General Office.

17. Equipment Operator

In reaching agreement to expand the duties of the Equipment Operator to perform cable pulling it was understood that until such time as an agreed to training program has been implemented for the employees designated to perform such work, the qualified supervisor for such assignments would be an Electric Department employee.

18. General Construction

a. Subsection 301.3(c)(2) - New Hires/Per Diem Eligibility

Company shall send Union a monthly report which tracks the status of employees hired pursuant to the provisions of this Subsection.

EXPLANATION: By joint agreement, allows the establishment of work efficiency projects to improve productivity and has a thirty-day cancellation clause. Employee participation will be voluntary.

TITLE 2. RECOGNITION

2.1 RECOGNITION (Clerical) .

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, Company recognizes Union as the exclusive representative of all office and clerical employees, including Meter Readers and **Credit Representatives**, in Company's geographical Divisions **and Regions and Departments**, as follows:

Materials Distribution (except General Office) Computer Operations

Design-Drafting

Construction Accounting (VP Comptrollers)

Corporate Accounting (except the Accounting Research and Analysis

Section) (VP Comptrollers)

Customer Accounting (VP Comptrollers) Payment Accounting (VP Comptrollers)

Accounting Data Control Section (VP Comptrollers)

Pipe Line Operations

Mail Processing Center

Reprographics Section (20-RC-14824)

Maintenance and Operations and Garage of the Building and Land Services Department

Gas Measurement and Production - Gas Chart Office (32- RC-650)

The foregoing applies to areas and Departments for whom the National Labor Relations Board has certified Union as such representative; excluding supervisors, confidential employees, and **all other** employees in Company's General Office. Whenever the word "Division" **or "Region"** is used hereinafter, it may be construed to apply to Departments hereinabove enumerated, provided the context makes such application reasonable. **(Amended 1/1/88)**

EXPLANATION: To clarify which employees are covered by the Clerical Agreement.

TITLE 101. LEAVE OF ABSENCE TITLE 6. LEAVE OF ABSENCE

101.2 PERIODS OF LEAVE 6.2 PERIODS OF LEAVE (a) Unchanged.

(b) Child Care Leave: A regular employee who has **become a parent by the birth of a child** or has adopted a child, shall be entitled to an unpaid "leave of absence" for a period not to exceed six consecutive months, without reference to urgent and substantial personal reasons to care for such newborn or adopted child. When an employee who was granted a leave for child care applies for reinstatement the employee will be returned to the employee's former classification and headquarters which the employee vacated.

An employee shall be entitled to an additional "leave of absence" for a period not in excess of six consecutive months for child care with the understanding that the employee may return to work provided a vacancy exists in the classification and headquarters which the employee vacated, or in a classification lower thereto in the line of progression at such headquarters.

If a vacancy of this kind does not exist after the second six consecutive months, the employee's service shall be terminated. (Amended 1/1/88)

COMPANY'S LETTER

From PAGE FOUR

b. Section 304.3 – Direct Deposit For an employee to be eligible for the paycheck direct deposit provided for in

Section 304.3, the employee must sign a document which advises that: — there is a possibility, although unlikely, that the deposit to his bank account may be delayed.

- there shall be no special check issued, no entitlement to overtime, or any other form of relief because of the delayed deposit.

c. Section 308.8 Prearranged Overtime Notice

The parties agreed that there will be no penalty, financial or otherwise, for failure to comply with the 24-hour notice recommended in Section 308.8.

d. Section 600.13 Exhibit VI-M

The parties agreed to establish an Ad Hoc Committee which will meet starting not later than March 1, 1988 and conclude not later than June 30, 1988 unless extended by mutual agreement. This Committee shall:

1. Review the current lines of progression, explore and, if possible, recommend ways for Company to achieve its goal to be more competitive with the outside market.

2. Establish a line of progression for the Hydro section

3. Review and, if necessary, make recommendations regarding the application of Titles 305 and 306 if impacted by the recommendations made from Item 1.

4. Review and consider an equity wage adjustment for the employees in the Miscellaneous Equipment Operator B classification.

19. Miscellaneous

The parties agreed to make the Physical and Clerical Agreements' gender neutral, e.g., remove references to "him," "his," etc., and to replace the word Division with Region, where appropriate. These changes will be made prior to reprinting the Agreements. EXPLANATION: To grant up to six consecutive months of unpaid "leave of absence" to a regular male or female employee who has become a parent by the birth of a child. This incorporates Letter of Agreement R1-85-65 into the contract section.

101.9 FUNERAL LEAVE 6.9 FUNERAL LEAVE

(a) If at all possible, a regular employee will be granted the actual time off with pay necessary to attend the funeral of a member of the immediate family, including the time the body may lie in state and the day of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed three workdays. **Unused vacation or floating holidays may be granted to extend an employee's funeral leave beyond the three days provided for above or personal time off without pay for the time needed will be granted.** The immediate family shall be limited to: an employee's spouse, parent, grandparent, grandparent-in-law, parent-in-law, child, grandchild, son-in-law, daughter-in-law, stepchild, brothers, sisters, half-brothers and half-sisters, foster parents, **step-parents**, or a more distant relative who was a member of the employee's immediate household at the time of death. **(Amended 1/1/88)**

(b) Unchanged.

(c) Unchanged.

EXPLANATION: To allow the use of vacations, floating holidays or personal time off to extend an employee's funeral leave beyond three days. Also includes stepparents in the definition of immediate family.

101.10 JURY DUTY

6.10 JURY DUTY

Employees who are summoned to serve on a grand jury, trial jury, or a jury of inquest will be granted the necessary time off for this purpose under the following conditions:

(a) Regular employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be rescheduled to a first shift during such a period of time at the straight rate of pay, and such employees assigned to a second shift who are required to report to the jury commissioner on a second consecutive workday or more shall be rescheduled to a first shift on a Monday-Friday basic workweek during such a period of time at the straight rate of pay. Such employees will be paid at their basic rate of pay. In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered as time worked and, if dismissed by the court on any workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work. (Amended 1/1/88)

(b) Unchanged.

(c) Employees shall advise their supervisor on the workday following receipt of notice that they are required to report for jury duty service. The employee may be required to provide receipt of such notice to their supervisor. (Amended 1/1/88)

EXPLANATION: To delete the reference to actually impaneled on a jury. This allows for rescheduling second shift employees to first shift if they are required to report to the Jury Commissioner on a second consecutive workday or longer. Also, the employee may be required to provide to supervisor a receipt of Jury Duty Notice.

101.12 ADOPTION 6.12 ADOPTION

Regular employees will be allowed **up** to 8 hours of time off with pay (as necessary) for court appearances in connection with child adoption procedures. Such time may be taken in increments of one hour or more. (Amended 1/1/88)

EXPLANATION: To allow 8 hours off with pay for court appearance in connection with adoption. Time will be granted in increments of one hour, not to exceed a total of eight hours.

See NEXT PAGE

5

20. Attachments

Attached, in addition to the proposed letter agreements mentioned above, are amended contract sections as agreed to during the negotiations, as follows:

Attachment	Amendments To:
A	Physical and Clerical Agreement (including General Construction) and its Exhibits,
	Supplements and Clarifications
В	Exhibit VI of the Physical Agreement – Job
	Definitions and Lines of Progression and
	Exhibit - A of the Clerical Agreement
С	Restructured Wages
D	Exhibit C of the Clerical Agreement – Meter
	Reader Agreement
E	Benefit Agreement
F	Health, Dental and Vision Agreement

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

Yours very truly,

I. WAYLAND BONBRIGHT Manager of Industrial Relations

IBEW 1245 UTILITY REPORTER/OCTOBER 1987

TITLE 102. GRIEVANCE PROCEDURE TITLE 9. GRIEVANCE PROCEDURE

102.6 STEPS 9.6 STEPS

STEP TWO LOCAL INVESTIGATING COMMITTEE

(3) (a) Within 30 calendar days following the filing of a grievance which does not concern an employee's qualifications for promotion or transfer (except as provided in the next paragraph for Inter-*regional or G.O. Departmental pre*bids or transfer applications), or his demotion, suspension or termination of employment, the Local Investigating Committee shall prepare a report of its findings, which shall include: (i) a mutually agreed-to brief narration of all the events and factors involved in the dispute, and (ii) the Committee's mutually agreed-to findings with respect thereto. If the Committee has reached an agree-able disposition of the grievance, the report shall also contain a statement to that effect and the reasons therefore. (*Amended 1/1/88*)

Inter-**regional or G.O. Departmental pre**bids or transfer applications shall be subject to the further limitation, however, that the report of the employee's present **Regional or G.O. Departmental** Local Investigating Committee shall be forwarded within 15 calendar days from the date a report was requested by the bypassing **Region or G.O. Department** and further, the latter Committee must dispose of the grievance, in the manner described above, no later than 15 calendar days thereafter. **(Amended 1/1/88)**

If the grievance is not resolved in 30 calendar days following its being timely filed, either Company or Union may request "Certification to Fact Finding." If "Certification to Fact Finding" is not requested by either party, the Grievance shall be automatically referred to the **Region** or **G.O.** Department Joint Grievance Committee. (Amended 1/1/88)

The referral in either event shall be accompanied by the report referred to above. The referral shall also include either an agreed-to summary or separate summaries of the reasons (facts or factors in dispute) why the Local Investigating committee could not resolve the grievance.

If either party requests "Certification to Fact Finding," copies of the report and the request shall be forwarded to the Chairman and the Secretary of the Review Committee. If the Chairman and the Secretary of the Review Committee have rejected referral of the Grievance to Fact Finding within seven calendar days following receipt of the request, or if the request is not received within the seven calendar days following the expiration of time limits stated for resolution by the Local Investigating Committee, the grievance will be automatically referred to the Joint Grievance Committee.

(b) Within 15 calendar days following the filing of a grievance which does concern an employee's qualifications for promotion or transfer (except as provided above for Inter-**regional or G.O. Departmental pre**bids or transfer applications), or an employee's demotion, suspension or termination of employment, the Local Investigating Committee shall prepare a report of its findings as set forth in Subsection (a) above.

If such grievance is not resolved in 15 calendar days following its being timely filed, the grievance must be referred to and accepted by the Fact Finding Committee. The referral shall also include the report referred to above and either an agreed-to summary or separate summaries of the reasons (facts or factors in dispute) why the Local Investigating Committee could not resolve the grievance. (Amended 1/1/88)

STEP THREE FACT FINDING COMMITTEE

The Fact Finding Committee shall be composed of the Chairman of the Review Committee or his designee, the Secretary of the Review Committee or his designee, and the **Human Resources** Manager and the Business Representative involved in the preceding step.

The Fact Finding Committee shall hold hearings or meet at such places and times as it deems necessary to resolve the grievance. If the grievance is resolved by the Fact Finding Committee before the expiration of the 30 calendar days following the date of referral from the preceding step, the Committee shall issue an agreed-to "Memorandum of Disposition," copies of which shall be distributed to each member of the Committee and to the grievant, and such others as the Committee determines.

If the Fact Finding Committee has not settled the grievance within 30 calendar days following receipt of or acceptance of certification, it may, by mutual agreement of the Secretary and Chairman, be:

(1) referred to arbitration; or

(2) referred to the **Region** or **G.O.** Department Joint Grievance Committee; or

(3) referred back to the Local Investigating Committee for further information and/or instructions as to the grounds for settlement; or

If none of the foregoing can be mutually agreed to, the complete grievance file shall be referred to the Review Committee. (Amended 1/1//88)

STEP FOUR

REGION OR G.O. DEPARTMENT JOINT GRIEVANCE COMMITTEE

A "Joint Grievance Committee" shall be established in each geographical **Region or G.O. Department,** in the Materials Distribution Department, in the Pipe Line Operations Department and in General Construction. Each Committee shall consist of three members appointed by the Company and three members appointed by the Union except that the Committee appointed in General Construction shall consist of five members appointed by Union and five members appointed by Company. The three members appointed by Union to the Materials Distribution Committee shall include the member appointed to represent the office and clerical employees of such department. Employees who are appointed members of a Joint Grievance Committee shall be allowed only such time-off with pay as is necessary for attendance at the Committee's meetings. (Amended 1/1/88)

There shall be no permanently established Joint Grievance Committee for the Communications and Building Departments of Company's General Office, the Gas Meter Repair Facility at Fremont and Diablo Canyon Power Plant. Whenever a case is to be referred to a Joint Grievance Committee under this procedure in any of the above-named departments, a committee shall be established consisting of three members appointed by Company's Department Head and three members appointed by Union in addition to a Company-appointed Industrial Relations Representative and a Union-appointed Business Representative. The Committee thus established shall meet within ten workdays of its establishment and shall have all the duties and perform the name functions as a **Regional or G.O. Departmental** Joint Grievance Committee with respect to the grievance or grievances on its agenda. **(Amended 1/1/88)**

The Committee shall, within 30 calendar days following its next regularly scheduled monthly meeting date after receiving the referral and report of the Fact Finding Committee or the report of the Local Investigating Committee, whichever is applicable: (1) settle the grievance, or (2) refer the case to the Review Committee, or (3) either Company or Union may request certification from the Chairman and the Secretary of the Review Committee to refer the case directly to arbitration.

Any Grievance which is not so settled within 30 calendar days or if the Chairman and Secretary of the Review Committee have not approved a request for certification to arbitration within seven calendar days after receipt of such request, the grievance shall be automatically referred to the Review Committee.

A referral to Review Committee or request for certification to arbitration shall be accompanied by a joint summary of the discussions held at the **Region or G.O. Department** or General Construction Joint Grievance Committee meeting and a joint statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefore, and the basis for settlement, if any advanced by each.

Notwithstanding all of the above in Step Four, **Region** or **G.O.** Department may, by mutual agreement between the Company's **Region** or **G.O.** Department **Human Resources** Manager and Union's Business Representative, elect to replace the Joint Grievance Committee with a **Region**/Department Joint Labor-Management meeting as outlined in Section 8.4 of the Agreement. (Amended 1/1/88)

EXPLANATION: To change the word Division to Region or Regional. The words Region or Regional are equivalent as used in the contracts. Also changes postbids to prebids and Personnel to Human Resources.

102.9 SUPPLEMENTAL GRIEVANCE PROCEDURE

ATTACHMENT B

November 13, 1984 Local Union No. 1245 International Brotherhood of Electrical Workers, AFL-CIO P. O. Box 4790 Walnut Creek, California 94596

This attachment B dated 11/13/84 replaces in its entirety the attachment B dated 5/15/80 that is already in the agreement under Title 102. (See page 37 of current agreement.)

Attention: Mr. Jack McNally, Business Manager

Subject: Revision of May 15, 1980 and June 18, 1980, General Construction Department Supplemental Grievance Procedure

Gentlemen:

Pursuant to the provisions of Sections 102.8 and 102.9, and following discussions with your representatives and General Construction, we propose the following revisions of the above-subject supplemental grievance procedure for General Construction:

I. LOCAL INVESTIGATING COMMITTEE

The Local Investigating Committee (LIC) for General Construction will be composed of the Department's Personnel Manager and the Union's assigned Business Representative or their designee. However, when investigations and/ or interviews must be conducted in the field by the LIC, the Shop Steward and the Supervisor involved in the grievance will be allowed to participate in such investigations/interviews. Their participation will be in an advisory capacity, and they will not vote on the disposition of the grievance.

The LIC shall meet as soon as reasonably possible after the filing of the grievance. The LIC shall make a full and complete investigation of the pertinent facts and draft a report of its findings immediately following the conclusion of the investigation.

The grievance must be either settled or the report must be received by the Joint Grievance Committee within 60 calendar days following the filing of a grievance which does not concern an employee's demotion, suspension, discipline or discharge. Grievances involving the above enumerated matters shall either be settled or the report received by the Joint Grievance Committee within 30 calendar days following the filing of the grievance.

By mutual agreement, the time limits for the LIC may be extended 30 days if it is determined that further facts are required for grievances involving demotion, suspension, discipline or discharge.

The LIC report shall contain:

1. A statement of the dispute

2. A mutually agreed-to summary narration of all the events and factors involved in the dispute

3. The LIC's mutually agreed-to findings

4. A brief statement of position by Company and by Union

5. A brief statement on behalf of each party regarding facts, factors or findings that they have not agreed to

6. Signature of the report by each member

II. JOINT GRIEVANCE COMMITTEE

The functions of the Joint Grievance Committee (JGC) are set forth in Title 102

of the Agreement. In addition to these general functions, the Committee will maintain a monthly agenda of all grievances at the LIC and JGC level. The nature of all grievances and their dispositions or status will be noted on the agenda.

Grievances referred to the JGC shall be disposed of in one of the following ways (within 120 calendar days following the filing dates of grievances which do not concern the employee's demotion, suspension, discipline or discharge; within 90 days for grievances involving the above enumerated matters or within 120 days if the LIC's time limits have been extended):

A. By settlement

B. By referral to the Review Committee

Referrals shall be accompanied by the LIC report as provided in I. (1-6) and signed by at least one Union member and one Company member from the JGC.

III. LACK OF TIMELY DISPOSITION

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

IV. FINAL DISPOSITION

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

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

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

Yours very truly, PACIFIC GAS AND ELECTRIC COMPANY By I. W. Bonbright Manager of Industrial Relations

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

LOCAL UNION NO. 1245,

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

By Jack McNally Business Manager

December 31, 1984

EXPLANATION: 102.9(B) G.C. Supplemental Grievance Procedure: The procedure applicable to General Construction was updated by Letter of Agreement effective December 31, 1984. The updated version of this procedure will be inserted in the Agreement in place of the previous supplemental grievance procedure dated June 18, 1980.

TITLE 103. HOLIDAYS TITLE 14. HOLIDAYS

103.1 HOLIDAYENTITLEMENT

14.1 HOLIDAYENTITLEMENT

Only regular employees who are not on a "leave of absence" and who: (a) are paid for the workdays immediately before and after the holiday, or (b) are off work with permission, but without pay, for reasons of illness or

disability, on the workdays immediately before and after the holiday, or (c) are paid for the workday either before or after the holiday but are off work

with permission without pay on the other day,

shall, except as provided in Section 103.7(14.7), be entitled to have the following holidays off with pay when they fall on a work day in his basic workweek:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Three Floating Holidays

(January 1) (3rd Monday in February) (last Monday in May) (July 4) (lst Monday in September) (November 11) (4th Thursday in November) (see 103.5(14.5) below) (December 25) (see Section 103.3(14.3))

(Amended 1/1/88)

EXPLANATION: To change Birthday Holiday to a Floating Holiday.

103.2 BIRTHDAY HOLIDAYS 14.2 BIRTHDAY HOLIDAYS (Deleted 1/1/88)

EXPLANATION: To eliminate reference to Birthday Holiday.

103.3 FLOATING HOLIDAYS 14.3 FLOATING HOLIDAYS

An employee may select any day as a floating holiday, either during the

vacation sign-up provided for in Section 111.13(8.13) or during the year. *Except in emergencies, employees shall make a good faith effort to notify their supervisor at least 24 hours in advance for all floating holidays which are not scheduled in accordance with Section 111.13(8.13)*. A supervisor may, however, limit the number of employees in a classification at a headquarters who may be off on a floating holiday on any given day. If more employees elect a specific day as a floating holiday than can be permitted to be off on that day, the preference will be given in order of service to employees who sign up during the annual vacation sign-up. Under no circumstances may an employee with greater service "bump" an employee who has signed up for a given floating holiday earlier in the year. (Amended 1/1/88)

EXPLANATION: To have employees make an effort to notify their supervisors, at least 24 hours in advance, of any non-scheduled floating holidays that an employee needs off.

103.4 SUNDAY HOLIDAYS 14.4 SUNDAY HOLIDAYS

When any of the above holidays falls on a Sunday, the Monday following shall be observed as the holiday. (Amended 1/1/88)

EXPLANATION: To remove reference to employee's Birthday Holiday.

103.6 HOLIDAY ON EMPLOYEE'S NON-WORKDAY (PHYSICAL)

If a holiday falls on a regular employee's non-workday, he shall be entitled to have one additional workday off with pay. Such day shall be scheduled in conjunction with the employee's next scheduled vacation under the provisions of Title **111**, except that such day may be taken prior to his next scheduled vacation with the approval of the supervisor in charge. In no event shall the additional day be taken prior to the date of the holiday. By agreement between the employee and the Company, the employee may elect to take one day's pay at the straight time rate for each holiday that falls on his non-workday. Such election shall be exercised within ten workdays after the holiday falls on an employee's non-work day. The provisions of this Section shall not apply to parttime employees. **(Amended 1/1/88)**

EXPLANATION: To correct typing error.

103.7 WORK ON HOLIDAYS (PHYSICAL)

(a) Regular employees in the classifications listed below may be regularly scheduled to work on holidays which fall on their workdays and shall be compensated therefore as provided in Title 208. The number of such employees regularly scheduled to work on a holiday shall be kept at a minimum consistent with operational requirements. By agreement between the employee and the Company, the employee may take one additional workday off with pay.

Classifications listed in Exhibits III, IV and V

Roving Operator Maintenanceman, Water Facilities

Ditch Tender

Classifications subject to the provisions of Section 202.5.

If the Company determines that the services of an employee, who is regularly scheduled to work on a holiday, are not required on the holiday, such employee, upon being notified by Company any time prior to quitting time of his work day next preceding the holiday, shall then take the holiday off with pay and his name shall be considered to be removed from the schedule for such day. (Amended 1/1/88)

(b) Unchanged.

(c) (Deleted 1/1/88)

EXPLANATION: To add Ditch Tender to list of employees that may take one additional workday off with pay for work on holidays. Also deletes the Birthday Holiday provisions.

14.7 WORK ON HOLIDAYS (CLERICAL)

(a) Notwithstanding Section 14.1, regular employees may be required to work on holidays which fall on their workdays, in which event any such employee shall, in addition to his holiday pay, be paid at one and one-half times his straight rate of pay for all time worked on such days. Those regular employees listed in Section 10.6 and Exhibit G may, by agreement between the employee and the Company, take an additional workday off with pay in lieu of the holiday pay which will be scheduled in accordance with Section 14.6. If Company determines that the services of an employee who is regularly scheduled to work on holidays are not required on a holiday, such employee shall take the holiday off with pay. (Amended 1/1/88)
(b) (Deleted 1/1/88)

EXPLANATION: To make Clerical language read similar to Physical language by allowing an additional workday off with pay instead of holiday pay for certain employees. Also deletes the Birthday Holiday provisions which have been changed to a Floating Holiday. See 103.1(14.1).

TITLE 104. MEALS TITLE 16. MEALS

104.9 MEALS - REIMBURSEMENT WHEN PURCHASED (PHYSICAL)

Company shall reimburse an employee for the cost of a meal under the provisions of this Title when such meals are purchased by the employee. (Amended 1/1/88)

EXPLANATION: In the original language the word "only" occurred between Title and when. The removal of the word causes no change in meaning inasmuch as "only" was redundant.

104.10 MEALS REIMBURSEMENT AND TIME TAKEN 16.2 MEALS REIMBURSEMENT AND TIME TAKEN

(a) Company shall pay the cost of any meal which it is required to provide under this Title, and shall consider as hours worked the time necessarily taken to consume such meal, except, however, that when a meal is taken at Company expense following dismissal from work the time allowance therefore shall be

one-half hour. If an employee who is entitled to a meal under the provisions of this Title prior to work, during or upon dismissal from work does not accept such meal he shall nevertheless be entitled to such time allowance of one-half hour for each meal missed and meal reimbursement as provided in (b) below. (Amended 1/1/88)

(b) At the employee's option. Company shall pay an allowance for any meal which it is required to provide in accordance with the following schedule: 1.

. Prior to reporting to work:	
(i) Meal nearest regular starting time	\$ 7.00
(ii) Meal nearest midpoint of regular hours	\$ 7.00
(iii)Meal nearest regular quitting time	\$14.00

2. Meal following dismissal from work \$14.00 3. Meal missed during a work period \$14.00

(Amended 1/1/88) (c) Unchanged.

EXPLANATION: To allow for reimbursement and one-half hour for each meal employee opts not to eat. In (b), the addition of subparagraph 3. allows for all meals missed during a work period and increasing the reimbursable dollar amounts for the term of the contract with no adjustments.

104.12 OVERTIME MEALS FOR SHIFT EMPLOYEES (PHYSICAL)

The provisions of this Title shall apply to shift employees as follows: (a) The employee may arrange to have a meal purchased for the employee and delivered to the job. In such event, Company shall pay the cost of the meal and reasonable commercial delivery charges, if any, associated with such meal. or

(b) when held over from the employee's previous shift, the employee may take the meal upon dismissal from work and Company shall pay the cost of the meal and one-half hour for the time to consume such meal, or in lieu thereof, the employee may elect to receive a flat payment in accordance with the schedule set forth in 104.10(b) plus a time allowance of one-half hour, or

(c) such employee may provide the meal(s) on the job, and the Company shall pay the employee an allowance of \$7.00 for each meal.

(d) If an employee is not assigned to shift work which requires the employee to remain on the job. the employee shall follow the same overtime meal practice as any other employee, and the time necessary to eat the meal shall be considered work time. (Entire Section Amended 1/1/88)

EXPLANATION: To increase the allowance a shift employee receives for meals he provides on the job to \$7.00. The Company will pay for reasonable delivery charges when a meal is delivered.

104.15 MEALS - RESIDENT EMPLOYEES (PHYSICAL)

This Title shall apply to resident employees. Where Company determines that it is not practicable to provide meals on the job for resident employees, as herein provided. they shall provide their own meals and Company shall reimburse them for the cost thereof not to exceed \$7.00 for each meal. (Amended 1/1/88)

EXPLANATION: To increase resident employee's meal reimbursement to \$7.00.

GUIDELINES FOR USE IN THE ADMINISTRATION OF TITLE 16 - MEALS APPLICATION OF TITLE 16 - MEALS GUIDELINES

A Clerical Meals Clarification will be written and agreed to by Company and Union not later than June 1, 1988.

TITLE 105. SAFETY

105.10 INDUSTRIAL INJURY REPORTS

(a) In the event of a serious injury or fatal accident involving any employee covered by this Agreement, Company shall notify Union as soon as possible, but not later than 24 hours after such occurrence. (Added 1/1/88)

(b) To the extent feasible, Company shall submit a quarterly summary of all lost-time industrial injuries to Union. Such summary is to be submitted at least 15 days in advance of regularly scheduled meetings of the Company-Union Health and Safety Committee.

EXPLANATION: To have Company report serious injury or fatalities to the Union in a more timely manner.

TITLE 106. STATUS TITLE 17. STATUS

106.5 REGULAR STATUS

(a) Regional and G.O Departmental Employees

(1) Regional and G.O. Departmental employees shall be designated as probationary and regular, depending on the length of their Service. (Amended 1/1/88)

17.5 REGULAR STATUS

(a) Regional or G.O. Departmental employees shall be designated as probationary and regular, depending on the length of their Service.

(b) New employees shall be hired as probationary employees at a daily rate of pay not less than the minimum wage established for the classification of work to be performed. As long as a probationary employee retains such status. the employee shall not acquire any Service, or rights with respect to leave of absence, holidays, job bidding and promotion, demotion and layoff, sick leave, vacation, or similar rights and privileges.

(c) On the completion of such employee's first six months of Service which, notwithstanding the provisions of Section 17.3 above, is uninterrupted by absence for more than a cumulative total of 30 days due to (1) layoff, (2) sickness or disability, or (3) any other reason, a probationary employee shall be given a status of a regular employee, a definite job classification, and placed on a weekly rate.

(d) The transfer of a probationary employee from one job to another without interruption of work time shall not be considered an "interruption" of such six months' period of Service. (Amended 1/1/88)

TITLE 111. VACATIONS

111.13 SCHEDULING (PHYSICAL)

(a) Unchanged.

(b) Division Employees Only (1) Company shall schedule vacations throughout the calendar year and shall prepare the annual vacation schedule on the basis of the sign-up giving effect where possible to the selection of employees in order of their Service. An employee may schedule in increments of one day or more. (Amended 1/1/88) (2) Unchanged.

(3) If an employee elects to divide his annual vacation into two or more periods on a sign-up schedule and it is possible for Company to give effect thereto, such employee shall be given preferential consideration over other employees in his selection of only one of such periods until all other employees within the group have indicated their first choice of a vacation period. Where more than one employee in a headquarters or group desires to divide his vacation into two or more periods on a sign-up schedule, there shall be subsequent sign-ups as required for selection of open periods not filled by the previous sign-up. Sign-ups for additional periods shall be conducted in the same manner with the employee with the most Service having his choice of vacation periods not yet selected. In no event shall an employee be allowed more than five vacation periods of less than one week during any calendar year, exclusive of situations where an employee elects to use such vacation time in combination with other authorized time off entitlements. (Amended 1/1/88)

(4) Unchanged.

(c) Unchanged.

EXPLANATION: To allow employees to schedule vacations in increments of one day or more but limit this scheduling to five vacation periods per year.

TITLE 112. SICK LEAVE TITLE 7. SICK LEAVE

112.8 ABUSE 7.8 ABUSE

Company may require satisfactory evidence of an employee's illness or disability before sick leave will be granted. If an employee abuses the sick leave provisions of this Agreement by misrepresentation or falsification, he shall restore to Company all sick leave payments he received as a result of such abuse. In case of recurring offenses by the employee. Company may cancel all or any part of his current and cumulative sick leave, and may treat the offense as it would any other violation of a condition of employment. Charges of alleged discrimination in the application of this Section shall be investigated by the Local Investigating Committee described in Section 102.6 (9.6). (Amended 1/1/88)

EXPLANATION: To correct reference to Sections.

PART II **REGION OR GENERAL OFFICE DEPARTMENT EMPLOYEES TITLE 200. APPLICATION**

200.1 The provisions of Part II of this Agreement shall apply only to operation, maintenance, and construction employees (including clerks in the offices of electric department foremen and technical clerks in steam generation) in each of the Company's geographical Divisions and Regions and the Gas Meter Repair Plant, Electric Meter Repair Facility, Pipe Line Operations Department, Materials Distribution, and the Telecommunications and Building Departments of the General Office, Hydro Generation Department, Steam Generation and Nuclear Power Generation Department. Whenever the words "employee" and "employees" are used in this Part they shall, unless otherwise noted, be construed to refer only to employees described above for whom Union is the exclusive bargaining representative. Where the context of this Part II makes it reasonable to do so, reference to "Region" or "Division" or "Department" shall be construed to include and apply to the organizational units enumerated hereinabove. (Amended 1/1/88)

EXPLANATION: To include new Departments and Regions in this section, Also includes references to Region and Division as part of Company organization.

TITLE 201. EXPENSES

201.8 TRAVELAND EXPENSES - NON-COMMUTABLE LOCATION (PHYSICAL)

- (a) Unchanged.
- (b) Unchanged.
- (c) Unchanged.

(d) If an employee elects not to utilize Company-designated board and lodging on his non-workdays, including any holiday which immediately precedes or follows his non-workdays, Company shall allow him for transportation the sum of \$10.00 per day for each of such days. In lieu of such allowance, Company may provide transportation arrangements between the training location and his living quarters or regular headquarters in accordance with Subsection 201.9(a). If he is scheduled to attend the training class for three consecutive weeks or more, transportation allowances under the provisions of Subsections 201.9(a), (b), or (c) will apply, commencing with the second

weekend and *every* weekend thereafter for the duration of such scheduled attendance. (Amended 1/1/88)

EXPLANATION: To allow employees who are at a non-commutable training location a transportation allowance for travel home on weekends.

CLERICAL AGREEMENT TITLE 15. EXPENSES

15.5 TRAVEL AND EXPENSES – NON-COMMUTABLE LOCATION

(a) If it is impracticable for an employee who attends training classes to return to **the employee's** regular headquarters or living quarters each day. Company shall, for the duration of the training assignment, provide **such employee** board and lodging or, at its option, provide **such employee** with lodging and **meal reimbursement as provided in Section 16.2(b) or reimbursement** for the reasonable cost for meals.

(b) An allowance for reasonable travel time incurred by an employee in traveling between **the employee's** regular headquarters or living quarters and the training location at the beginning and at the end of **the employee's** training assignment shall be authorized. Such allowance shall be computed at the straight rate of pay of **the employee's** classification at **the employee's** temporary headquarters and shall also include reimbursement for reasonable cost of meals incurred while traveling. Transportation shall be in accordance with the provision of Section 15.6.

(c) If on **an employee's** non-workdays **such** employee remains at the training location, **the employee's** board and lodging on such days shall be provided by Company. If Company does not provide board on such days, it shall reimburse **the employee** for the reasonable costs incurred in obtaining such meals, or at the employee's option, provide meal reimbursement as in Section 16.2(b).

(d) If an employee elects not to utilize Company-designated board and lodging on *the employee's* non-workdays, including any holiday which immediately precedes or follows *the employee's* non-workdays, Company shall allow *such employee*, for transportation, the sum of \$10.00 per day for each of such days. In lieu of such allowance, Company may provide transportation arrangements between the training location and *the employee's* living quarters or regular headquarters in accordance with Subsection 15.6(a). If *the employee is* scheduled to attend the training class for three consecutive weeks or more, transportation allowances under the provisions of Subsection 15.6(a), (b), or (c) will apply, commencing with the second weekend and *every* weekend thereafter for the duration of such scheduled attendance. *(Entire section amended 1/1/88)*

EXPLANATION: To provide for meal reimbursement while attending training classes and on non-workdays during training classes.

TITLE 202. HOURS TITLE 10. HOURS OF WORK

202.16 HOURS CHANGES – PUBLIC AUTHORITIES OR AGREEMENT 10.7 HOURS CHANGES – PUBLIC AUTHORITIES OR AGREEMENT

(a) The regular hours of work established herein may be changed by Company at the request or direction of public authorities, provided, however, that before any such change is made Company shall discuss it with Union. Company shall not be required to pay overtime compensation by reason of any change made as provided in this Subsection.

(b) Such hours of work and the basic workweek may also be changed by agreement between Company and Union. (Amended 1/1/88)

EXPLANATION: To clarify title.

10.8 TEMPORARY CHANGE OF HEADQUARTERS (Clerical)

If an employee is required to leave his regular headquarters and report to a temporary headquarters the travel time involved shall considered as time worked. If an employee is required to headquarters, he shall be paid for the amount of travel time involved which is in excess of the time normally taken in traveling from his living quarters to his regular headquarters. If an employee is required to leave a temporary headquarters and return to his regular headquarters the travel time involved shall be considered as time worked. If an employee goes directly from a temporary headquarters to his living quarters, he shall be paid for the amount of travel time involved shall be considered as time worked. If an employee goes directly from a temporary headquarters to his living quarters, he shall be paid for the amount of travel time involved which is in excess of the time normally taken in traveling from his regular headquarters to his living quarters. The provisions of Section 15.2 shall apply to the use of an employee's personal vehicle. (Amended 1/1/88)

EXPLANATION: To clarify that reimbursement shall be made to employees who use their personal vehicles to report to a temporary headquarters.

202.21 REMOTE REPORTING

(a) When the Company determines a need for employees to report for work at other than their regularly established assigned headquarters, such employees, while assigned to such temporary assembly sites, shall report at the beginning of the workday and return thereto at the conclusion of the workday.

(b) An assembly site is defined as a temporary reporting location for employees assigned under this Section.

(c) Each employee who volunteers and is assigned to an assembly site shall receive an expense allowance which includes: 1) any additional parking fee and bridge tolls incurred, and 2) (i) eight dollars and fifty cents per day if the assembly site is less than 15 miles from the regular headquarters or (ii) twelve dollars per day if the assembly site is 15 miles or more from the regular headquarters. Such allowance shall be increased on each January 1 by the same percentage as the average hourly rate for **Regional** physical employees is increased and rounded to the nearest 25 cents.

(d) If in the opinion of Company or Union Section 202.21 and its "application" paragraphs are not working as intended by the parties, either party may reopen the Agreement with respect to such Section and its "application" provisions. In such case, it is the intent that Company and Union meet and agree on those measures required to correct identified Job Siting problem areas.

In the event there is an ongoing problem with staffing at an assembly site, local Company and Union representatives will meet to ascertain what the problem may be and attempt to resolve it.

Application

1. This shall include Gas and Electric T&D Crews and any other Department as agreed to in writing by the Union Business Manager and the Manager of Industrial Relations.

2. Job Siting may be used for any combination of New Business, Reconstruction or Maintenance jobs.

3. Job Siting shall apply only to job locations within the service area of the headquarters assigning the work. In the event insufficient volunteers are obtained under the provisions of paragraph 4 below, volunteers from adjacent service areas may then be used.

4. A volunteer sign-up list will be posted in the headquarters no less than three workdays prior to the establishment of a temporary assembly site. The sign-up sheet shall include the location of the reporting site, the classifications required and an estimate of the work period involved.

5. Section 202.19 (Regular Headquarters) of the Agreement shall not apply to any employee who volunteers and is appointed to report directly to an assembly site.

6. A system of rotating remote reporting assignments shall be established and reduced to writing in each department in a headquarters. If a system cannot be agreed upon, it will be resolved pursuant to Subsection 202.21(d).

7. If a volunteer employee requests to be removed from the assembly site for cause, the employee shall be reassigned to the regular assigned headquarters. If an employee requests to be removed and a qualified volunteer is available, no cause is needed.

8. Company shall provide for safe storage of an employee's tools.

9. All Titles and Sections of the Agreement shall apply as if the employee were still at his regular assigned headquarters, except as provided below:

(i) Section 202.19 as provided for in paragraph 5 above;
(ii) Section 205.3 for temporary upgrades at the employee's regular assigned headquarters lasting less than one week;

(iii) Overtime assignments at the employee's regular assigned headquarters which are an extension at either end of the regular workday;

(iv) Other overtime assignments where the employee's personal tools are stored at the assembly site. Company will provide appropriate bags for employees who volunteer to transport such tools to and from their homes. (Entire Section Amended 1/1/88) (Previous 202.21 deleted 1/1/80)

EXPLANATION: To allow Company to request volunteers from adjacent service areas when no volunteers are available in the service area conducting the job siting. To provide a local system for equitable distribution of job siting assignments. When an employee requests to be removed from a job site, and a qualified volunteer is available, no cause is needed and the request will be granted.

•• See: PAGE FOURTEEN for titles 205, 206(18),(19) Bidding, Demotion Procedures.

TITLE 208(12) - OVERTIME

Amend Section 208.2(12.2) RATE AND DOUBLE TIME CONDITIONS, as follows:

(a) In general, overtime compensation at the rate of one and one-half times the straight rate of pay shall be paid to employees for overtime as defined in Items (a), (b). (c), (d) and (e) of Section 208.1; except that

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

(c) if, following an employee's dismissal from work or on an employee's nonwork day **or holiday which the employee is scheduled to have off**, the employee is called out for work, he shall be paid at two times his straight rate of pay for all work performed outside his regular work hours or on a non-work day **or holiday which the employee is scheduled to have off.** (Amended 1-1-88)

EXPLANATION: To clarify that call-out work on holidays is paid at the doubletime rate of pay.

TITLE 12. OVERTIME

12.4 TRAVEL TIME - EMERGENCY (CLERICAL)

Employees who are called from their **homes** for emergency work on their nonworkdays or on holidays which **they are entitled to have off**, or outside of their regular work hours on workdays shall be paid overtime compensation for the actual work time and travel time in connection therewith. **(Amended 1/1/88)**

EXPLANATION: To clarify language and change living quarters to home to be consistent with Physical Contract language in Section 208.6.

12.5 TRAVEL TIME - CALL OUT BEFORE WORK HOURS (CLERICAL)

If an employee, who is called out for emergency work outside of his regular workhours on a workday, continues to work into or beyond his regular workhours he shall be paid overtime compensation for actual travel time only from his **home**. (Amended 1/1/88)

EXPLANATION: To change living quarters to home to be consistent with Physical Contract language in Section 208.7.

IBEW 1245 UTILITY REPORTER/OCTOBER 1987

12.6 TWO-HOUR MINIMUM - EMERGENCY (CLERICAL)

The minimum time for which overtime compensation shall be paid under the provisions of Section 12.4 shall be two hours, except that if an employee who is called out for emergency work outside of his regular work hours on workdays continues to work into or beyond regular work hours he shall be paid overtime compensation only for travel time as provided in Section 12.5 and for actual work time up to regular work hours unless the provisions of Section 12.10 are applicable. When an employee is called out for emergency work during his lunch period, the minimum time provision hereof shall not be applicable, but such employee shall be paid at the overtime rate of pay for the actual time worked during the lunch period. (Amended 1/1/88)

EXPLANATION: To make the Clerical language like the Physical language by adding provisions for paying the overtime rate of pay for actual time worked during the lunch period.

12.7 PREARRANGED OVERTIME (CLERICAL)

When, at the request of the supervisor in charge, an employee reports for prearranged work (a) on workdays outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for travel time from his home and for actual work time up to regular work hours unless the provisions of Section 12.10 are applicable; (b) on non-workdays outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond regular work hours, travel time only from his home shall be paid for; and (c) on non-workdays during regular work hours he shall be paid overtime compensation only for actual work time. For the purpose of this Section prearranged work shall be deemed to be work for which advance notice has been given by the end of his preceding work period on a workday. However, Company shall make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays. (Amended 1/1/88)

EXPLANATION: To provide that the Company make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays.

208.11 REST PERIODS

12.10 REST PERIODS

If an employee has worked for eight hours or more at the overtime rate during the 16 hour period immediately preceding the beginning of his regular work hours on a workday he shall be entitled to a rest period of eight consecutive hours on the completion of such overtime work.

- (a) Unchanged.
- (b) Unchanged.
- (c) Unchanged.
- (d) Unchanged.

(e) (1) If the rest period overlaps his regular work hours but does not extend into the second half of his workday, the employee **shall** be excused from reporting for work until the beginning of the second half of his workday, and he **shall** be paid for the time between the expiration of the rest period and the end of the first half of his workday. (Amended 1/1/88)

(2) If the rest period extends into the second half of his workday, the employee **shall** be excused from reporting for work until the following workday, and he **shall** be paid for the time between the expiration of the rest period and

GENERAL CONSTRUCTION

TITLE 301. EXPENSES - FIELD EMPLOYEES

301.2 MILEAGE MEASUREMENT

(a) Unchanged.

(b) All road mile measurements for the purpose of establishing Residence and per diem expenses shall be determined by measuring distances on road maps acceptable to Company and Union. However, when it is not possible to obtain such map measurements, a field check to the nearest measurable point shall be made. Routes selected for road mile measurement shall be **accessible** by automobile. Accessible by automobile is defined as a route that is: (1) reasonable and practical, (2) regularly maintained in reasonable repair, and (3) is safely traversable in a standard 2-wheel drive passenger car. [(1) reasonable and practical, (2) accessible by automobile, and (3) regularly maintained.] (Amended 1-1-8[4]8)

EXPLANATION: 301.2(b) Amended to revise the definition of "accessible by automobile" by adding reference to maintained in reasonable repair and safely traversable in a standard car.

301.3 RESIDENCE DEFINITION

(c) (1) An employee who, **prior to 1/1/88** is newly hired, rehired more than one year after layoff due to lack of work or rehired after any other type of termination must designate a Residence as defined in Subsection 301.3(a) or (d). However, this employee shall not be eligible for per diem expenses as provided in Section 301.4 until the employee is transferred to a job location more than 25 road miles from the city hall of the city or town in which the employee was hired or rehired. If the hiring or rehiring location is not established within the limits of a city or town, the 25 road miles will be regular quitting time on such day. (Amended 1/1/88)

(3) In the application of the foregoing, an employee, due to operational needs, may be required to report to work at the end of the employee's rest period. (Amended 1/1/88)
 (9) Unchanged at 1/1/88

(f) Unchanged.

EXPLANATION: To include changes in language in (e)(1) and (2) that shall allow an employee to be excused from reporting back to work until the second half or the following day with pay; (e)(3) language change may require an employee to report back to work after an eight hour rest period, if operational needs require the employee's presence.

12.11 TIME OFF IN LIEU OF OVERTIME – PROHIBITED (CLERICAL) Company shall not require employees to take equivalent time off during

a workday in lieu of overtime compensation. (Added 1/1/88)

EXPLANATION: To prohibit use of compensatory time off instead of overtime pay.

208.12 PREARRANGED OVERTIME (PHYSICAL)

When, at the request of the supervisor in charge, an employee reports for prearranged work (a) on work days outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for travel time from his home and for actual work time up to his regular work hours unless the provisions of Section 208.11 are applicable; (b) on non-work days or on holidays he shall be paid overtime compensation for actual work time and for travel time in connection therewith. For the purpose of this Section prearranged work is deemed to be work for which advance notice has been given by the end of his preceding work period on a workday. *However, Company shall make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays. (Amended 1/1/88)*

EXPLANATION: To provide that the Company make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays.

208.19 NON-SHIFT EMPLOYEE ASSIGNED TO SHIFT (PHYSICAL)

(a) Unchanged.

(b) Section 208.18 and **Subsection** 208.19(a) shall not apply in the case where an employee works outside of his regularly scheduled work hours for one day or less, but in such case Subsection 208.1(e) shall apply. Section 208.18 and 208.19 shall apply when an employee is returned to the schedule of workdays or work hours from which he had previously been transferred under the provisions of said Sections. (Amended 1/1/88)

EXPLANATION: To correct reference language in Subsection (b).

TITLE 212. EMERGENCY DUTY

212.10 SERVICE EMPLOYEES (PHYSICAL)

In the distribution of emergency overtime for service personnel, the purpose and intent described in Subsection 212.1(a) shall be applicable; but the current call-out procedure shall remain in effect unless specifically changed by written agreement between the **Regional Human Resources** Manager and the appropriate Business Representative. (The call-out procedures currently in effect should incorporate the sequential order of call-out; the rotation of callout, if any; and the provisions for calling out additional help or replacing an absent employee.) (**Amended 1/1/88**)

EXPLANATION: To change title of Personnel Department to Human Resources Department.

measured from the city hall of the nearest city or town. If there is no city hall in the aforementioned city or town, the 25 road miles will be measured from the principal street intersection of the main business district.

EXPLANATION: 301.3(c)(1): Amended by renumbering, making Subsection applicable to employees hired prior to 1/1/88 and adding reference to Subsection (d).

(2) An employee who, after 12/31/87, is newly hired, rehired more than one year after layoff due to lack of work or rehired after any other type of termination must designate a residence as defined in Subsection 301.3(a) or (d). However, this employee shall not be eligible for per diem expenses as provided in Section 301.4 until the employee is transferred:

(a) to a location more than 50 road miles from the city hall of the city or town in which the employee was hired or rehired, so long as the employee continues to report to a job headquarters that is within the boundaries of the Promotion-Demotion Geographic Area in which such employee was hired or rehired, or

(b) to a location more than 25 road miles from the city hall of the city or town in which the employee was hired or rehired and in a different Promotion-Demotion Geographic Area than that in which such employee was hired or rehired,

(c) such employee shall not become eligible for per diem as a result of an exchange or rotation pursuant to Section 301.18 provided that the next transfer returns the employee to the original hiring area (as defined above), except that while the employee is working within a commuting distance (as defined in Subsection 301.18(b)) of his residence area, he may receive per diem as provided in Section 301.4.

GENERAL CONSTRUCTION

(d) the Promotion-Demotion Geographic Area referenced in this Section are those contained in Exhibit II of this Agreement or as amended from time to time by agreement of Company and Union. (Entire Subsection amended 1/1/88)

EXPLANATION: 301.3(c)(2): Amended by adding new Subsection applicable to employees hired after 12/31/87. For those employees, establishes an initial zone of 50 road miles in which such an employee may be transferred from the original hiring headquarters without per diem expenses, so long as that employee continues to report to a headquarters within the 50 road mile radius of the initial headquarters and further provided the employee is not transferred into a different Promotion-Demotion Geographic Area. After 1/1/88, any change in Promotion-Demotion Geographic Areas must be agreed to by Company and Union.

(d) Change of Residence – unchanged.

301.4 EXPENSE ALLOWANCES

Subject to the provisions of this Title, employees who provide their own board and lodging shall be entitled to per diem expense allowance as follows:

(a) Each scheduled day an employee works in the basic workweek or is prevented from performing such scheduled work by inclement weather conditions covered in Title 303; each day an employee reports for prearranged or emergency work on a non-workday; holidays which fall on a workday in the basic workweek provided such an employee works on the adjacent workday or such day is also observed as a holiday pursuant to the provisions of Title 103; each non-workday during which an employee is required to take more than four hours of travel time under the provisions of Section 301.11.

> Road Miles From the City Hall or Principal Intersection* of Employee's Residence

Zone	to the Reporting Location	Amount of Per Diem
1	More than 25 but 35 or less	\$ 5.50
2	More than 35 but 45 or less	9.25
3	More than 45 but 55 or less	12.50
4	More than 55 but 65 or less	17.25
5	More than 65 but 75 or less	22.25
6	More than 75	[34.25]36.75

(Amended 1/1/88)

*The principles set forth in Subsection 301.3(b) also dictate whether the city hall or principal intersection is to be used for this purpose. (Note: The per diem amounts listed above will be in effect from January 1, 1988, through December 31, 1989, unless renegotiated between July 1, 19[85]89, and September 1, 19[85]89, [for the period from January 1,1986, through December 31, 1987.)], provided that the term of the agreement exceeds December 31, 1989.

- (b) Unchanged.
- (c) Unchanged.
- (d) Unchanged.
- (e) Unchanged.

EXPLANATION: 301.4(a): Amended by revising the per diem rate for Zone 6 from \$34.25 to \$36.75 for 1988-1989 and provide an opener to negotiate per diem rates for 1990.

301.9 SPECIAL ASSIGNMENT

Paragraph 1 unchanged.

(a) Such employee shall be reimbursed for actual board and lodging expenses incurred therein for a period not to exceed 30 consecutive days. Reimbursement for actual expenses shall be made after the employee submits an Expense Account accompanied by receipts for lodging and receipts and justification for any meals which exceed the amounts specified in Subsection 104.10(b). [\$5.00 for breakfast, \$6.00 for lunch, and \$11.00 for dinner] All expenses are expected to be reasonable and appropriate for the geographical location in which the temporary assignment is located. Upon such employee's request, Company shall provide him with an appropriate monetary advance on his anticipated board and lodging expense reimbursements. If such temporary, emergency, or special job location is at a headquarters or point of assembly at which Company-provided board and lodging are available, the employee shall not be eligible to select the provisions of this option (a) but shall be eligible to select the provisions of option (b) below. If an employee's temporary, emergency, or special job assignment continues beyond 30 consecutive days, it shall not thereafter retain its temporary character but shall be deemed to be a transfer to a new headquarters, in which event the employee shall be entitled to a per diem allowance under the provisions of Section 301.4. (Amended 1/1/88)

EXPLANATION: 301.9(a): Amended by modifying the special assignment meal amounts for which no receipt is required upward from the current amounts (\$5.00, \$6.00, and \$11.00) to the new amounts established in Section 104.10 – Meal Reimbursement (\$7.00, \$7.00 and \$14.00).

- (b) Unchanged.
- (c) Unchanged.

(d) Any continuous period of attendance at a Company training class which has been agreed to between Company and Union shall be considered a special temporary assignment for the duration of such assignment and shall qualify for expenses as provided in Subsections 301.9(a) and (b) above, except, however, while on such training assignment an employee **whose residence is more than 50 road miles away from such training facility** may be required to utilize board and lodging which is provided by Company, in lieu of receiving per diem or full expenses. An employee whose residence is located between 25 and 50 miles of the training facility may elect to utilize the Company provided board and lodging or a per diem expense allowance as provided for in Subsection (b) above. Such board and lodging shall be of reasonable quality. Such assignment will not constitute a change in headquarters for the purposes of Section 301.1. Travel to such classes shall be as provided in Section 301.11. (Amended 1/1/88)

EXPLANATION: 301.9(d): Amended to allow an employee whose residence is between 25 and 50 road miles from a training facility to elect to utilize board and lodging at the training facility or to commute from the employees residence and receive the appropriate per diem rate.

(e) Employees who are sent on special temporary assignment and are required to use Company transportation to the temporary location will be provided transportation to the extent **reasonably** possible **and subject to the availability of appropriate Company vehicle(s)** for meeting their personal needs. (Amended 1/1/88)

EXPLANATION: 301.9(e) Amended to improve the conditions under which an employee will be provided with a Company vehicle for meeting personal needs when on special assignment at a headquarters to which the employee has been temporarily assigned and transported to in Company transportation.

301.11 TRAVEL ALLOWANCE.

- (a) Unchanged.
- (b) Unchanged.

(c) When transportation facilities therefor are not furnished by Company or other mode of transportation is not authorized in advance, reimbursement of transportation expense at [20] **21** cents per mile shall be made. [(Entire Section Amended 1-1-84)] (Amended 1/1/88)

EXPLANATION: 301.11(c): Amended to increase the transportation allowance from 20 cents per mile to 21 cents per mile.

*(d) The foregoing provisions of this section do not apply if the employee is transferred from one headquarters or point of assembly to another headquarters or point of assembly and:

(1) both locations are 25 road miles or less from each other; and
 (2) both locations are within 60 road miles of the employee's residence area; and

(3) the employee normally commutes from home to both locations.

*Note: Exception, if more than one such transfer is made in a workday the employee shall receive mileage pursuant to Subsection 301.11(c) and shall be allowed actual travel time during regular work hours. (Subsection added 1/1/88)

EXPLANATION: 301.11(d): Amended to revise travel time entitlement so that no travel time is due when an employee is moved from headquarters to another where (a) both headquarters are within 25 road miles of each other, (b) both headquarters are within 60 road miles of the employees residence and (c) both are headquarters to which the employee would normally commute. If required to report to more than one headquarters during the same day, the employee will be paid mileage and allowed actual travel time during work hours.

301.16 HARDSHIP TRANSFERS

(a) Notwithstanding anything contained herein, Company by agreement with Union may transfer any employee who requests such a transfer for substantial reason. Such transferred employee shall not be entitled to travel time or reimbursement of transportation expense[.]. Upon written request from an employee, submitted concurrently to Company and Union on the appropriate form, Company and Union shall give such request good faith consideration. Any transfer granted under the provisions of this Section shall remain in effect until the substantial reason which justified the transfer no longer exists or for a period not to exceed 6 months, whichever is less, unless Company and Union agree to an extension of the time period in increments not to exceed six additional months. (Amended 1/1/88)

EXPLANATION: 301.16(a): Amended to require a good faith consideration of an employee's request for a hardship transfer and to require submission of the request to both Company and Union at the same time. Further amended to limit hardship transfers to 6 months unless extended by agreement of Company and Union.

(b) If granted a har 1ship under the provisions of Subsection (a) above and upon the conclusion of the period for which a hardship transfer was granted Company transfers the employee back to the previously assigned job headquarters where the hardship was granted, such employee shall retain the same per diem status as previously held at that job headquarters. If such employee is transferred to a different job headquarters from where the hardship was granted, such employee shall be eligible for per diem pursuant to the provisions of Sections 301.3 and 301.4. (but shall be entitled to per diem expenses as provided for in Section 301.4. If such an employee has not yet become eligible for per diem expenses as provided in Subsection 301.3(c) at the time of such transfer, the city or town to which the employee is transferred shall be considered the employee's hiring or rehiring location for the purposes of Subsection 301.3(c). (Amended 1-1-84)] (Amended 1/1/88)

EXPLANATION: 301.16(b): Amended to provide that an employee who is granted a hardship transfer may be returned to the headquarters to which assigned prior to the hardship transfer at the same per diem status as existed prior to the hardship transfer.

301.18 WORK ASSIGNMENT - RESIDENCE CONSIDERATION

The parties recognize that the work of General Construction may often require working at a job location outside of an employee's residence area. The parties also recognize the Company's right to transfer employees at its discretion to perform the work assigned to General Construction. Nevertheless, it is the Company's intent to attempt to place employees as close to their residence

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GENERAL CONSTRUCTION

as possible, commensurate with General Construction's work assignments.
 (a) Such intent may include the exchange of headquarters between employees in *same or equivalent* [identical] classifications who possess similar skills, knowledge and abilities and who mutually agree to such an exchange.

EXPLANATION: 301.18(a): Amended to provide for assignment rotations between employees in the same or equivalent classifications rather than limited to employees in identical classifications.

(b) Further, such intent may take into consideration the [possible] rotation, when practical, at reasonable intervals, of those employees in the same or equivalent classifications who possess similar skills, knowledge and abilities who have worked long distances from their residence area with those employees who have remained within a reasonable commuting distance (75 road miles or less but not more than 1- 1/2 hours normal travel time) of their residence areas for similar periods of time. For the purpose of this section "reasonable intervals" is considered to be approximately 6-12 months. Employees in Apprentice classifications may be required to forego consideration for rotation, due to training requirements, for the duration of their apprenticeship.

EXPLANATION: 301.18(b): Amended to provide for improvement to the provisions for rotations so that, instead of considering possible rotation, Company may take into consideration rotation, when practical. Adopts a definition of "reasonable commuting distance" and "reasonable intervals" for the purpose of rotation pursuant to this Section.

(c) Employees who exchange headquarters pursuant to Subsection (a) above shall not be eligible for the travel allowance provided for in Section 301.11. (Entire Section amended 1/1/88)

EXPLANATION: 301.18(c): Amended to provide that employees who mutually agree to an exchange of headquarters under the provisions of Subsection 301.18(a) do so without travel time.

301.19 CLERICAL AND ROUTINE CLERICAL ASSISTANT

(a) By written agreement with Union, Company may assign Clerical Assistants to work at a project. Also by written agreement, Routine Clerical Assistants may be assigned to work at permanently established field offices.

(b) Employees holding these classifications are not eligible for per diem and are not subject to transfer unless written agreement with Union is obtained.

(c) Employees holding these classifications may be sent on special assignment for up to five days for training and shall be compensated pursuant to the pay provisions of Subsection 301.9(a) or (b). (Section added 1/1/88)

EXPLANATION: 301.19: Added new language to reflect, in part, agreements reached between Company and Union in the implementation of Arbitration Case No. 142. Where agreed to by Company and Union, Clerical Assistant can be used on projects and Routine Clerical Assistants can be used at permanently established field offices.

301.20 ENABLING CLAUSE

By written agreement between Company and Union, special provisions may be substituted for the provisions of this Title. (Section added 1/1/88)

EXPLANATION: 301.20: Added enabling clause to Section 301.

TITLE 302. HOURS

302.10 [PROJECTS] OTHER REPORTING REQUIREMENTS

When regular employees are engaged in work other than that described in Section 302.9 hereof, the following shall govern the reporting practice and payment for travel time:

- (a) Unchanged.
- (b) Unchanged.

(c) Camp Provided: On a station or hydro job when living quarters are provided by Company: (Amended 1-1-80)
 (1) Unchanged.

(2) Unchanged.

(3) If the work site is inaccessible to automotive transportation such travel shall be to a designated point which is accessible. Accessible to automotive transportation is defined as a route that is (a) reasonable and practical, (b) is safely traversable in a standard 2-wheel drive passenger car, and (c) is regularly maintained in reasonable repair. (Amended 1/1/88)

EXPLANATION: 302.10(c)(3): Amended to provide a definition of accessible by automotive transportation. Section previously had no definition, simply stated "if the work site is inaccessible . . . ".

302.11 NON-CAMP CONDITIONS

A location reasonably convenient to board and lodging as referred to in Sections 302.9 and 302.10 hereof shall mean any location within the city limits of an incorporated city where board and lodging are available; or, in an unincorporated area, a location where the board and lodging are within 15 road-miles of the headquarters or assembly point and provided further that such board and lodging are within two road-miles of each other, and which is accessible by automobile. **Accessible by automobile shall be as defined in Subsection 301.2(b).** Where the headquarters is in an unincorporated area, such board and lodging may be either in an unincorporated area or in an incorporated city. (Amend 1-1-8[0]8)

12 IBEW 1245 UTILITY REPORTER/OCTOBER 1987

EXPLANATION: 302.11: Amended by adding definition of accessible by automobile.

TITLE 304. WAGES AND CLASSIFICATIONS

304.2 TEMPORARY UPGRADE When an employee is temporarily assigned to work in a classification higher than his regular classification [he] **the employee** will be paid for time worked in the higher classification at the rate therefor, provided that such time worked is not less than two hours during the day. **However, an employee who previ**-

is not less than two hours during the day. However, an employee who previously held the higher classification on a permanent basis will be paid for time worked in the higher classification at the rate therefor provided that the time worked is not less than one hour. Such time worked may be accumulated over an eight hour period by intervals of not less than one-half hour. (Amended 1/1/88)

EXPLANATION: 304.2: Amended to provide that if an employee previously held a higher classification on a permanent basis and is required to temporarily perform the duties of that higher classification, the employee will be temporarily upgraded in one hour increments rather than the current two hour increments.

304.3 PAY DAY

Wages shall be paid at biweekly intervals on Fridays for a two week payroll period ending not less than four nor more than ten days prior to the pay date, provided that if the regular pay date falls on a holiday payment shall be made on the preceding work day. **Company shall make direct deposit available to those employees who elect to utilize such.** (Amended 1/1/88)

EXPLANATION: 304.3: Amended to provide direct deposit to those employees who elect to utilize direct deposit. Payday remains on Friday. Note that there is a possibility, although unlikely, that the deposit to the bank may be delayed. There is no special check issued, no entitlement to overtime, or any other form of relief because of the delayed deposit.

TITLE 305. JOB BIDDING AND PROMOTION

305.1 BIDDING ON [DIVISION] REGION JOBS

Any regular employee of General Construction who is in the unit described in Section 300.1 may submit a bid by United States or Company mail to Company on any job [posted as vacant] under the provisions of Title 205 and such bids will be entitled to consideration as provided for in such Title. (Amended 1-1-8[0]**8**)

EXPLANATION: 305.1: Amended to delete reference to "posted as vacant" to reflect amendments to the bid procedure in Title 205.

305.5 PROMOTION (TWO OR MORE YEARS SERVICE)

Employees who have two years or more of continuous Service with Company (as defined in Section 106.1) shall be given preferential consideration as follows for promotions occurring in the department of General Construction in which they are employed:

(a) In the case of each such promotion such preferential consideration shall first be given to that employee who qualifies under the provisions of Section 306.9, then to that employee who has the greatest Service and is at the top rate of pay in the classification next lower in the normal line of progression to the one in which the vacancy exists, provided that the employee is fully qualified to perform the duties of the job which is vacant, and provided further that the employee is headquartered in the area in which the vacancy exists. As used herein, the term "area" means the geographic promotion-demotion area established by [the respective General Construction Department] **agreement between Company and Union** as indicated in Exhibit II, General Construction Promotion-Demotion Geographic Areas, which is attached hereto and made a part hereof. [Company will notify Union in advance in writing of any changes in the number of boundaries of such areas, but in no event shall an area be less than one Division.] (**Amended 1/1/88**)

EXPLANATION: 305.5(a): Amended to reflect that agreement between Company and Union is required before any Promotion-Demotion Geographic Area boundary can be changed.

TITLE 306. DEMOTION AND LAYOFF PROCEDURE

306.1 EMPLOYEES (TWO OR MORE YEAR SERVICE)

(c) Where referred to in this Title, the Promotion-Demotion Geographic Area shall be as listed in Exhibit II, General Construction Promotion-Demotion Geographic areas. [Such Promotion-Demotion Geographic Areas will not be changed during the period of an actual demotion or layoff, except upon letter of agreement between Company and Union. (Amended 1-1-80)] (Amended 1/1/ 88)

EXPLANATION: 306.1(c): Amended to delete language that allows Company to unilaterally change Promotion-Demotion Geographic Area boundaries and notify Union of Changes except during a period of layoff. Agreement now provides that agreement is required to change these areas.

306.6 RIGHTS TO [FILLING] A BEGINNER'S CLASSIFICATION [VACANCY] IN REGION [DIVISION]

An 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:

(a) **F**ill a vacancy in a beginner's classification **in the Region** in the same normal line of progression (as set forth in Title 600 and Exhibit VIII and Exhibit A of the Agreement applying to Office and Clerical Employees) **as the one occupied by the employee at the time the initial Title 306 action began.**

EXPLANATION: 306.6(a): Amended to state that the beginner's classification vacancy (which may be any where in the system) into which a GC employee may be placed must be in the same line of progression as that which the employee held at the time the initial Title 306 action began.

GENERAL CONSTRUCTION

(b) If an employee cannot effect a placement in accordance with Subsection (a) above, he may displace the Region employee with the least Service in a beginner's classification in the same normal line of progression as the one occupied by the displacing employee at the time the initial Title 306 action began, providing such displacing employee was a journeyman or higher at the time the initial Title 306 action began. The General Construction employee may not displace a Region employee whose Service is greater than his own. A journeyman is defined as a classification having a formal negotiated training program.

EXPLANATION: 306.6(b): Amended to provide a new job security option. An employee who was at the time a demotion action began in a journeyman or higher classification and who had exercised all the options available in GC under Title 306 could displace into a beginner's classification in a Region. The displacing employee would displace into the beginner's classification in the same line of progression as occupied by that employee at the time the initial Title 306 action began and would displace the junior employee in the system in that beginner's classification.

(c)[a] In the application of this Section, [an] the General Construction employee within the 10 workday lay-off notice period must be able to meet the same qualification requirements that [Division] **Region** employees must meet.

EXPLANATION: 306.6(c): Amended to provide that an employee seeking placement in a vacant beginner's classification under this Subsection or displacing into a beginner's classification under Subsection (b) above must meet the qualification requirements for that position during the 10 day lay-off notice period.

(d)[b] An employee who enters a beginner's classification under the provisions of this Section [shall]:

(1) **shall** not have any rights under Section 206.9, but shall have accelerated rights to return to his or her former classification and department of General Construction or to a successively lower classification in the normal line of progression to such classification. If the employee declines to return, he loses Section 306.9 rights.

(2) may return to another General Construction Department if he can be placed within any such General Construction Department within one year from the date of displacing into a Region beginner's classification.

EXPLANATION: 306.6(d): Amended to clarify that an employee placed into a Region beginner's classification does not acquire accelerated promotional rights in the Region under Section 206.9 but does have such rights to his former classification and department in GC, pursuant to Section 306.9. If such employee has an opportunity to return to GC and declines, the Section 306.9 rights will thereafter be lost.

(e)[c] A placement **into a Region vacancy** under the provisions of this Section shall count as a transfer under the provisions of Subsection 205.5(b) or Subsection 18.5(b), as appropriate. [Amended 1-1-84] (**Entire Section amended 1-1-88**)

EXPLANATION: 306.6(e): Amended to clarify that placement into a Region vacancy under Subsection 306.6(a) will count as a transfer pursuant to Subsection 205.5(b) or Subsection 18.5(b), but a displacement under Subsection 306.6(b) would not count as a transfer.

306.11 SUPERVISORIAL DEMOTION

When by reason of lack of work in his 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)

EXPLANATION: 306.11: Amended to provide that when a nonbargaining unit employee demotes into the bargaining unit due to lack of work, such employee cannot be placed into a classification higher than that which he held while in the bargaining unit. Also provides such demoting employee must be qualified to perform the duties of the classification to which he is demoting and further provides such demoting employee cannot displace an employee with greater Service.

306.12 [DISPLACEMENT] DEMOTION INTO UNIT FROM OUTSIDE (a) Unchanged.

(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). [such employee would have obtained on the basis of Company service had he remained in the bargaining unit.][(Added 1-1-84)] **(Amended 1/1/88)**

EXPLANATION: 306.12(b): Amended to provide that when a nonbargaining unit employee demotes into the bargaining unit for any reason other than for lack of work, such employee cannot be placed into a classification higher than that which he held while in the bargaining unit. Also provides that such demoting employee must be qualified to perform the duties of the classification into which he is demoting. Seniority isn't a consideration inasmuch as displacement is not permitted under this Section.

306.15 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 effect on its workforce. In such circumstances, Company and Union shall then meet to study and endeavor to adopt appropriate solutions, such as retraining or special training, as may be practicable before Company implements the provisions of Titles 206, 306, and 19 of the Physical and Clerical Agreements. (Entire section added 1/1/88)

EXPLANATION: To have the Company provide the Union with notice of technological changes which will have an effect on its workforce.

TITLE 308. OVERTIME

308.1 DEFINITION

Overtime is defined as (a) time worked in excess of 40 hours in a workweek, (b) time worked in excess of eight hours on a workday, (c) time worked on a non-workday, (d) time worked on a holiday as provided for in Title 103, and (e) time worked outside of regular work hours on a workday. Company shall not be required to pay overtime compensation more than once for any single period of time worked. **Each overtime period worked shall be compensated to the nearest one-quarter hour.** [Overtime shall be cumulated each day and shall be compensated to the nearest one-quarter hour.] (**Amended 1/1/88**)

EXPLANATION: 308.1: Amended to provide that an employee is entitled to pay at the overtime rate of pay for each period worked, rounded to the nearest one-quarter hour, rather than accumulating overtime work each day and paying for the cumulative total.

308.2 RATE AND DOUBLE TIME CONDITIONS

(c) If, following an employee's dismissal from work or on an employee's nonwork day **or holiday which the employee is scheduled to have off**. the employee is called out for work, he shall be paid at two times his straight rate of pay for all work performed outside his regular scheduled work hours or on a non- work day or **or holiday which the employee is scheduled to have off** (Amended 1/1/88)

EXPLANATION: To clarify that call-out work on holidays is paid at the doubletime rate of pay.

308.4 COMPENSATORY TIME OFF

Employees shall not [be required to] take equivalent time off during a workday in lieu of overtime compensation. (Amended 1/1/88)

EXPLANATION: 308.4: Amended to reflect intent by deleting "be required to".

308.8 PREARRANGED OVERTIME

When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on workdays outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for travel time from his living quarters and for actual work time up to regular work hours unless the provisions of Section 308.14 are applicable; (2) on non-workdays outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond regular work hours, travel time only from his living quarters shall be paid for; and (3) on non-workdays during regular work hours he shall be paid overtime compensation only for actual work time. For the purpose of this Section prearranged work shall be deemed to be work for which advance notice has been given by the end of his preceding work period on a workday. However, Company shall make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays. (Amended 1/1/88)

EXPLANATION: 308.8: Amended by adding language requiring local supervision to make a good faith effort to notify employees at least 24 hours in advance of the requirement to work prearranged overtime on weekends or holidays.

TERM

TITLE 500. TERM TITLE 25. TERM

500.1 TERM (PHYSICAL)

This Agreement, having taken effect as of September 1, 1952, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of January 1, **1988** through December 31, **1990**, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term. **(Amended 1/1/88)**

EXPLANATION: To provide for a three-year contract.

500.3 GENERAL WAGE INCREASES

(a) Effective January 1, **1988**, the basic wage rates established for January 1, **1987**, in Exhibit X of this Agreement shall be increased by **two-and-three**quarters percent. (Amended 1/1/88)

(b) Effective January 1, 1989, the wage rates established for January 1, 1988 in Exhibit X of this Agreement shall be increased by two-and-threequarters percent. (Amended 1/1/88)

TERM

(c) On or before November 1, 1989, either party to this Contract may reopen the agreement for negotiation of the sole subject of wages to be effective on or after January 1, 1990. (Amended 1/1/88)
 (d) (Deleted 1/1/88)

25.1 TERM (CLERICAL)

This Agreement, having taken effect as of July 1, 1953, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of January 1, **1988** through December 31, **1990**, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term. (**Amended 1/1/88**)

EXPLANATION: To provide for a three-year contract.

25.3 LUMP SUM PAYMENTS AND WAGE REOPENER

(a) Effective December 31, 1988, each employee covered by this agreement during 1988 shall receive a lump sum payment equal to twoand-three-quarters percent of such employee's 1988 straight time and overtime earnings as reported on their W-2 form for that year. The lump sum payment is to be paid in January, 1989.

(b) Effective December 31, 1989, each employee covered by this agreement during 1989 shall receive a lump sum payment equal to twoand-three-quarters percent of such employee's 1989 straight time and overtime earnings as reported on their W-2 form for that year. The lump sum payment is to be paid in January, 1990.

(c) On or before November 1, 1989, either party to this Contract may reopen the agreement for negotiation of the sole subject of wages to be effective on or after January 1, 1990. (Entire section amended 1/1/88)

BIDDING AND DEMOTION PROCEDURES PHYSICAL/CLERICAL

TITLE 205 – JOB BIDDING, PROMOTION AND TRANSFER TITLE 18 – JOB BIDDING, PROMOTION AND TRANSFER

EXPLANATION: Amend to have system-wide prebidding and to eliminate postbidding. Maintained the same A,B,C,D, and E order of preference by geographic "Bidding Units" with the same geographical boundaries as the "old" Division boundaries. The exception is that Hydro Generation is now a separate "Bidding Unit" and treated like a new, separate "old" Division. Current Substation and Hydro Helpers will be allowed to prebid either Substation or Hydro Apprentice classifications, and current Hydro Electricians will be allowed to prebid either Substation or Hydro Electricians. The first Apprentice bid award will then determine their department bid status as either Substation or Hydro, and the Hydro Electricians are allowed only one "B" bid award to Substation Electrician.

Changed to allow the Company to not consider for six months prebids to the same job at the same headquarters that an employee has refused to accept a job award to.

On filling a temporary vacancy, if there are no qualified prebidders at the headquarters/yard, it may be offered to the senior qualified prebidder within a commutable distance (30 miles or 45 minutes road time) from the headquarters.

205.1(18.1) INTENT

(a) The provisions of this Title shall be interpreted and applied in a manner consistent with the parties' purpose and intent in negotiating the job bidding, **transfer**, and promotion procedures contained herein, namely that when employees are qualified by knowledge, skill and efficiency and are physically able to perform the duties of a job, the employee with the greatest Service shall receive preference in accordance with the sequence of consideration outlined in Subsection 205.5(b)(18.5(b)), and Section 205.7(18.8) for an appointment to fill a vacancy, and that Company shall endeavor to expedite the filling of job vacancies. (Amended 1/1/88)

(b) Unchanged.

(c) A vacancy created by an employee's absence on "leave" or by reason of industrial disability shall be deemed to be a temporary vacancy. (Added 1/1/88)

205.3 FILLING TEMPORARY VACANCIES

(a) Unchanged.

(b) If the vacancy cannot be filled as outlined in (a) above, and the Company still desires to fill the temporary vacancy, the senior qualified prebidder residing within a commutable distance (30 miles or 45 minutes road time) from the headquarters shall be offered the vacancy. (Added 1/1/88)

(c) Except in limited circumstances where the requirement is justified, temporary vacancies shall only be filled by employees who have qualified for such promotion in the same manner as would be required if the employee were to fill the job vacancy on a permanent basis. (Amended 1/1/88)

18.3 FILLING TEMPORARY VACANCIES

(a) Unchanged.

(b) If the vacancy cannot filled as outlined in (a) above, the senior qualified prebidder residing within a commutable distance (30 miles or 45 minutes road time) from the temporary headquarters shall be offered the vacancy. (Added 1/1/88)

(c) Exhibit A, of this Agreement, is a listing of the Clerical Lines of Progression for the **Regions** and Departments. setting forth the Lines of Progression for the classifications as referred to in Title 2, Section 2.1, of this Agreement. (**Amended 1**/1/88)

205.4(18.4) PREBID PROCEDURE

Any regular full-time employee of Company may submit a prebid on any existing job classification and headquarters for which the employee desires consideration in accordance with the following procedure:

(a) Eligibility: To be valid, an employee's prebid must be entitled to preferential consideration under the provisions of 205.7(18.8). A list of existing classifications by headquarters with appropriate prebid numbers is

available in each headquarters where employees in the bargaining unit regularly report for work.

(b) Unchanged.(c) Unchanged.

(d) Timeliness: Company shall not consider any prebid which was received by Company less than eight calendar days prior to the date the fully authorized job vacancy report was received and date stamped by the local **Human Resources** Department to fill a job vacancy in the classification and headquarters on which the prebid was made. Only those prebids valid as of the date stamped on the job vacancy report will be considered to fill such vacancy. Subsequent prebids may be considered only after that list has been exhausted. **At that point where there are no qualified prebids on file, Company will** have 60 days to fill the vacancy under the provisions of Section 205.13(18.15). (Amended 1/1/88)

(e) Unchanged.

(f) Acknowledgement: Company will acknowledge receipt of all prebids within 15 calendar days from the date of receipt and without rejecting the prebid notify the employee in writing of any known reason which might preclude the employee's filling the classification on which the employee has submitted a prebid, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available from the employee's **Human Resources** Department.

(g) Cancellation of Prebids: Prebids are valid for a period of one year from the date of receipt or until such time as the employee changes classification and/or headquarters, or until such time as the employee rejects an appointment to the classification and headquarters (and shift, if appropriate) on which the prebid was made. Company will notify an employee of the cancellation of employee's prebids as indicated below. Cancellations shall be effective as follows:

(1) at the expiration of one year from the date of the prebid and after 15 calendar days' advance notice from Company,

(2) upon the employee's declining an appointment to the classification and headquarters on which the prebid was submitted and after 15 calendar day's advance notice from the Company.

(3) 30 calendar days after any employee's change of headquarters or classification which does not affect his or her status as a prebidder, and after 15 calendar days' advance notice from Company,

(4) immediately upon an employee's change of classification and/or headquarters which affects his or her status as a prebidder.

(5) immediately upon receipt of authorization from an employee to cancel a prebid, or

(6) upon receipt of authorization from the local **Human Resources** Department to cancel prebids because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 206.9(19.9), with notification to the employee by the local **Human Resources** Department of such cancellation. In the latter cases, if appropriate, the employee's prebid will be given 205.7(b) or **(c)** (18.8(b) or **(c)**) consideration for 15 calendar days from the time the local **Human Resources** Department notifies employee of such cancellation. **(Amended 1/1/88)**

(h) New Jobs at a Headquarters: **The Company** shall post, on all bulletin boards **throughout the System**, a notice describing all new classifications at existing headquarters or any job at a new headquarters **in the Company**, on the first **or fifteenth** of any month, **as soon as such jobs are authorized to be filled**. Such notice shall remain posted **until the next Directory listing the new classification is posted on the bulletin board**, but not less than 15 days. If no prebids are received 18 **days after the date shown on the notice**, **or at the point there are no qualified bids on file**, Company will have 60 **days to fill the vacancy under the provisions of Section 205.13(18.12)**. (Amended 1/1/88)

(i) An employee who is the senior, qualified bidder to more than one vacancy, which is currently being filled, shall be given the option of accepting the classification and headquarters desired. (Added 1/1/88)

205.5 FILLING BEGINNER'S CLASSIFICATIONS

(c) Company shall make unrestricted appointments in filling one-half of the vacancies in beginner's classifications. An employee who is the senior, qualified transferee to more than one vacancy, which is currently being filled, shall be given the option of accepting the classification and headquarters desired. (Amended 1/1/88)

BIDDING AND DEMOTION PROCEDURES PHYSICAL/CLERICAL

18.5 FILLING BEGINNER'S CLASSIFICATION

(b) Company shall make unrestricted appointments in filling one-half of the vacancies in beginner's classifications or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters. An employee who is the senior, qualified transferee to more than one vacancy, which is currently being filled, shall be given the option of accepting the classification and headquarters desired. (Amended 1/1/88)

205.6(18.7) FORFEITURE

If an employee is the senior qualified bidder for a job vacancy and turns down a bona fide offer for such vacancy, such employee's prebid or transfer application on such vacancy shall be cancelled. Such employee's prebid or transfer application to such classification and headquarters need not be considered for a period of six months. Exceptions to the aforementioned will be as follows:

(a) Such employee shall retain rights to consideration for appointment under Section 205.13(18.12); and

(b) Employees with preferential bidding rights under Title 206(19) shall not be subject to the provisions of this Section. (Amended 1/1/88)

205.7 SEQUENCE OF CONSIDERATION

Whenever a vacancy occurs in any job classification which the Company intends to fill on a regular basis. Company shall fill it by award as soon as practicable. Prebids on any job covered by this Subsection shall be given preferential consideration in the following sequence:

(a) Bids made by employees who are entitled to preferential consideration under Section 206.9.
 (b) Bids made by regular employees in the **Bidding Unit** in which the

(b) Bids made by regular employees in the **Bidding Unit** in which the vacancy exists who are:

 in the same classification as that in which the job vacancy exists, or
 in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or

 at the top rate of pay of the next lower classification in the normal Line of Progression, except as otherwise provided in any applicable apprenticeship agreement.

(c) Bids made by regular employees who are:

 in the same classification as that in which the job vacancy exists, or
 in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or

 at the top rate of pay of the next lower classification in the normal Line of Progression, except as otherwise provided in any applicable apprenticeship agreement.

(d) Bids made by any regular employee in the physical or clerical bargaining unit within the Company.

(e) Bids made by any regular employee of Company. (Entire Section amended 1/1/88)

205.8 SEQUENCE OF CONSIDERATION - PREBIDS ON CERTAIN TRAINING CLASSIFICATIONS (Entire Section deleted 1/1/88)

205.9(18.9) PREFERENCE BY LENGTH OF SERVICE

(a) When employees in the same preferential sequence as provided in Section 205.7(18.8) are each qualified by knowledge, skill, efficiency, adaptability and physical ability for appointment to a job, the bid of the employee with the greatest Service shall be given preference for appointment. (Amended 1/1/88)

(b) In the event a conflict arises as to seniority between two (2) or more employees whose seniority date is the same, the following will be the sequence of consideration for the purpose of a tie-breaker:

1. any prior service as a Company employee shall be taken into consideration and the employee whose prior service is greater shall be deemed to have the greater seniority;

2. the employee who first successfully completed all preemployment tests shall be deemed to have the greater seniority; or

3. the employee whose application was first filed with the Company will be deemed to have the greater seniority; or

4. the parties will determine which employee is deemed to have the greater seniority by a mutually agreed-upon method of chance, such as a coin flip. (Added 1/1/88)

18.8 SEQUENCE OF CONSIDERATION

Whenever a vacancy occurs in a job classification listed in Exhibit F, which the Company intends to fill on a regular basis, preferential consideration shall be given in the following sequence to a prebid submitted by any regular employee who is in a classification listed in Exhibit F, and those classifications listed in Exhibit A:

(a) Bids made by employees who are entitled to preferential consideration under Section 19.9.

(b) Bids made by regular employees in the **Bidding Unit** and in the Line of Progression in which the vacancy exists, who are:

 in the same classification as defined in Exhibit A, "Clerical Lines of Progression," as that in which the job vacancy exists, or

- in classifications which are higher thereto, or

- at the top rate of pay of the next lower classification.

(c) Bids made by regular employees who are:

- in the same classification as defined in Exhibit A, "Clerical Lines of Progression," as that in which the vacancy exists, or

- in classifications which are higher thereto, or

-at the top rate of pay of the next lower classification.

(d) Bids made by any regular employee in the physical and clerical bargaining units within the Company.

 (e) Bids made by any regular employee of Company. (Entire Section amended 1/1/88)

205.12 DESCRIPTION OF EXHIBITS VIII and IX

(a) Attached hereto, made a part hereof, and marked Exhibit VIII, is a list entitled "Job Comparisons" in which are listed certain classifications in General Construction, and opposite each, the classification in the **Region or G.O. Department** which is deemed the same as the former for the purpose of Section 205.7.(Amended 1/1/88)

(b) Attached hereto, made a part hereof, and marked Exhibit IX, is a list of "Classifications" in the different departments which are considered as the same for the purposes of Sections 205.7 and 206.4. (Amended 1/1/88)
(c) Unchanged.

18.12 APPOINTMENT TO UNBID VACANCY

If Company does not within the time provided in Section 18.4 receive any bids on a job which has been **authorized for filling**, or does not receive a bid from an employee who possesses the qualifications set forth in Section 18.11, it may in its discretion make a final appointment to such job. (Amended 1/1/88)

205.13 APPOINTMENT TO UNBID VACANCY

(a) If Company does not within the time provided in Section 205.4 hereof receive any bids on a job which has been **authorized for filling**. or does not receive a bid from an employee who possesses the qualifications set forth in Section 205.11 hereof, it may in its discretion make a final appointment to such job. (Amended 1/1/88)

(b) When an apprentice or a journeyman classification is to be filled, the negotiated Qualifying Examination shall be given to employees, applicants, or new hires entering the classification. In the absence of a Journeyman Qualifying Examination, the appropriate Apprenticeship or Training Qualifying Examination shall be given. (Added 1/1/88)

205.15(18.14) NOTIFICATION TO UNION OF BYPASS

When an employee is to be appointed to fill a job vacancy in preference to an employee with greater Service, as provided in Section 205.7, Company shall notify Union of the decision prior to such appointment. *Amended* 1/1/88)

205.20(18.18) POSTING OF JOB AWARDS (a) (Deleted 1/1/88)

Company shall post biweekly on the bulletin boards in each headquarters within the System a list of all job awards made through prebids **and through transfers** since the last list was posted. Such list will include the job vacancy number (where appropriate) and headquarters, the appointed employee's. name and Service, and the Agreement Section relied upon for the award. **(Amended 1/1/88)**

205.21 TOP RATE OF PAY OF THE NEXT LOWER CLASSIFICATION

For the purpose of clarification, the "top rate of pay of the next lower classification" is defined as the top wage rate of that classification which has the lowest maximum wage rate of the group of classifications combined and indicated as the next lower to any particular higher classification.

To be entitled to preferential consideration under Subsection 205.7(b) or (c), except as otherwise provided in any applicable apprenticeship agreement, an employee receiving the "top rate of pay of the next lower classification" as defined above must have worked in such listed "next lower classifications," or the "same or higher classifications" for a period of time equal to or greater than the time required to progress from the starting wage rate to the top wage rate for that "next lower classification" having the lowest maximum wage rate.

Where a clerical classification is among a group of classifications listed in Exhibit VI as "next lower" in a physical line of progression, the physical classification with the lowest maximum wage rate shall prevail in determining the amount of time required to be worked in such listed "next lower classifications." (Amended 1/1/88)

205.22(18.20) QUALIFICATIONS FOR GENERAL CONSTRUCTION EMPLOYEES BIDDING/TRANSFERRING TO REGION OR GENERAL OFFICE DEPARTMENT JOBS

An employee in General Construction must pass the appropriate agreed-to employment test battery before **the employee's** bid to fill a job vacancy **in a Region or General Office Department** under the provisions of Title 205 will be considered.

Such employee shall be entitled to two opportunities to pass the test referred to above. The second attempt to pass such test must be a minimum of three months from the date of the initial attempt. However, where the parties have agreed that certain classifications, other than normal entry level, have substantially identical tasks in General Construction as in the Regions or General Office Departments. successful performance by an employee in such classification will be considered as presumptive evidence of meeting the appropriate agreed-to test requirements. Additionally, a former General Construction employee who has become a Region or General Office Department employee at the journeyman level or below must meet the agreed-to test battery to meet the employment requirements for Region or General Office Department employees before being promoted to a working foreman job on other than a temporary basis. Notwithstanding the foregoing, successful performance as a temporary working foreman in a Region or General Office Department for a cumulative total of six months or more shall be presumptive evidence of meeting such requirements.

An employee in General Construction, other than an employee in a journeyman classification in the same line of progression as that in which the vacancy exists, must pass the appropriate agreed-to apprentice entrance tests, as designated in Paragraph A of the Master Apprentice Agreement before **the**

BIDDING AND DEMOTION PROCEDURES PHYSICAL/CLERICAL

employee's bid to fill a vacancy in an apprentice or a journeyman classification will be considered. **The employee** shall be entitled to retest following failure on the same schedule as a **Region or General Office Department** employee. **(Amended 1/1/88)**

SUPPLEMENT TO TITLE 205 (PHYSICAL) TITLE 18 (CLERICAL) BIDDING UNITS

- 1. Mission Division Diablo Division Central Division Bay Division Electric Meter Repair Facility includes Pittsburg and Contra Costa Power Plants
- San Francisco Division Skyline Division Peninsula Division includes Oakland, Potrero, and Hunters Point Power Plants
- 3. North Bay Division (old Marin District.) Santa Rosa Division Vallejo/Napa Division Ukiah Division includes Geysers Power Plant
- 4. San Jose Division Coast Division De Anza Division

6.

14.

16.

Yosemite Division

Fresno/Kings Division

includes Kern Power Plant

5. Coast Valleys Division Los Padres Division includes Moss Landing, Morro Bay and DCPP

- 7. Stockton Division Stanislaus Division
 - 8. Materials Distribution
- 9. Hydro Generation

Kern Division

- 10. Pipe Line Operations Includes Gas Chart Office
- 12. Sacramento Division Vaca Valley Division El Dorado District
- 11. Gas Meter Repair Plant
- 13. Drum Division, except El Dorado District
- Shasta Division15.DeSabla DivisionColgate Division17.Humboldt Division

17. Humboldt Division includes Humboldt Bay Power Plant

- 18. G.O. Building Maintenance and Operation, including Garage, Materials, Reprographics, Mail and Telecommunications.
- 19. Computer Operations (includes San Francisco Computer Center, Fairfield Computer Center and Data Recording Section) and Vice President and Comptroller's Organization.

EXPLANATION: The intent of this Supplement to Title 205 and Title 18 Bidding Units is to provide the same geographic boundaries as the original 13 Divisions and Departments in existence prior to 1987.

TITLE 206. DEMOTION AND LAY OFF PROCEDURE TITLE 19. DEMOTION AND LAY OFF PROCEDURE

EXPLANATION: Amended to prevent part-time or intermittent employees bumping full time employees. Increased notice times by changing time from "days" to "workdays", changed old "Division" to "Region and General Office Department". Changed re-employment notification to Certified Mail Return Receipt Requested and delayed the start of the acceptance time limit by changing from "when mailed" to "when received." Added Technological Change notice joint solution clause.

Simplified displacement/demotion procedure to the following order:

- 1. Same classification, same department, same "new" division.
- Same classification, same department, same Region.
 Same classification, any department, same "new" division.
- Same classification, any department, same "new" d
 Same classification, any department, same Region.
- Same classification, any department, same negion.
 Same classification, same department, in the System/Company.
- Same classification, any department, in the System/Company.

Employees with less than three years Service are restricted to the first four steps, displacement within the Region only.

Changed Election TO RETURN TO PREVIOUS LINE OF PROGRESSION to two steps, within the "new" division first, and within the Region second.

Changed DEMOTING TO BEGINNER'S JOB to two steps, within the Region first, and within the System/Company second.

Included supplement to define "Demotion Units" within Regions and GO Departments. Regional Staff is considered to be in the "new" division where headquartered.

206.1(19.1) GENERAL RULES (REGULAR EMPLOYEES)

(g) In the application of this Title, part-time employees and intermittent employees are considered to be a different classification than fulltime 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 1/1/88)

206.2(19.2) NOTICES

The following notices shall be given in connection with the demotion and layoff provisions of this Title:

(a) Company will give an employee who is to be demoted as much notice thereof as possible, but not less than five **work**days, advising him of the classification to which he is to be demoted and whether there are any jobs with respect to which he may exercise an election by filling a vacancy or by displacing another employee. (Amended 1/1/88)

(b) Not more than two workdays after receiving the notice provided for in Subsection (a), the employee should advise Company of his/her decision with respect to exercising the election. If **such employee** desires to exercise the election, Company shall, within two workdays thereafter, provide **such em**ployee with a list of the jobs in **the employee's Region or General Office** Department and the locations thereof to which the election may be applied. (Amended 1/1/88)

(c) Within three work days after receipt of the list described in Subsection (b), the employee should notify Company of his/her election to transfer and indicate the job locations in the order of his/her preference. Preferential consideration shall be given to employees in the order of their Service, while Company shall endeavor to give effect to an employee's preference in the order he has indicated. Length of Service shall be the determining factor where two or more employees express a preference for a single location. Company shall notify an employee as to the specific location to which he will be transferred. (Amended 1/1/88)

(d) Unchanged.

(e) Any transfer resulting from the application of this Section will be made effective at any time after the expiration of ten **work**days from the giving of the notice provided for in Subsection (a). **(Amended 1/1/88)**

206.4(19.4) ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT (a) An employee with three years or more Service, who is to be demoted or displaced as provided in Section 206.3(19.3) has the following elections:

 may elect to displace that employee in the same classification and department within the Division who has the least Service, or if no such election is available;

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 in the Division who has the least Service, or if no such election is available;

4. may elect to displace that employee in the same classification in the Region who has the least Service, or if no such election is available;

5. may elect to displace that employee in the same classification and department in the System who has the least Service, or if no such election is available;

6. may elect to displace that employee in the same classification in the System who has the least Service. (Entire Subsection amended 1/1/88)

(b) An employee with less than three years employment who is to be demoted or displaced as provided in Section 206.3(19.3) has the following elections:

1. may elect to displace that employee in the same classification and department within the Division who has the least Service, or if no such election is available;

 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 Division who has the least Service, or if no such election is available;

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)

(c) Unchanged.

206.5(19.5) ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION

(a) If an employee cannot effect a demotion or displacement in accordance with Section 206.3(19.3) and, if in addition, such employee does not for any reason effect an election in accordance with Section 206.4(19.4), he may, if he has previously worked for at least six months in any other classification in another line of progression in Company, elect to displace that employee in such classification and line of progression in his Division who has the least service. An employee may exercise an election under the provisions of this Section only when it is for the purpose of returning to the line of progression in which he worked immediately prior to entering the line of progression from which the election was exercised.

(b) If an employee cannot effect a demotion or displacement in accordance with Section 206.5(a) (19.5(a)) above, he may, if he has previously worked for at least six months in any other classification in another line of progression in Company, elect to displace that employee in such classification and line of progression in his Region who has the least service. An employee may exercise an election under the provisions of this Section only when it is for the purpose of returning to the line of progression in which he worked immediately prior to entering the line of Progression from which the election was exercised. (Added 1/1/88)

206.6(19.6) BUMPING EMPLOYEE IN BEGINNER'S JOB

(a) Company cannot effect a demotion or displacement of an employee in accordance with Section 206.3(19.3) and, if in addition, such employee **does not** for any reason effect an election in accordance with Section 206.4(19.4) or

BIDDING AND DEMOTION PROCEDURES PHYSICAL/CLERICAL

206.5(19.5), he may elect to displace that employee in the Division, in a beginning classi- fication who has the least Service provided he/she meets the qualifications of the transfer.

(b) If the Company cannot effect a demotion or displacement of an employee in Subsection (a) hereof such employee may elect to displace that employee in the Region in a beginning classification, who has the least Service, provided the employee meets the qualifications of a transfer. (Amended 1/1/88)

(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 in a beginning classification, who has the least Service, provided the employee meets the qualifications for a transfer. (Added 1/1/88)

206.10(19.10) DEMOTION TO UNIT FROM OUTSIDE

(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) (19.1 (f)). (Amended 1/1/88)

206.11 NOTICE OF LAYOFF

When it becomes necessary for Company to lay off employees because of lack of work Company shall give employees involved as much notice thereof as practicable, but in no event shall a regular employee be given less than ten workdays' notice of layoff, provided, however, that notice of layoff need not be given to employees who are employed on a probationary basis. (Amended 1/1/88)

19.11 NOTICE OF LAYOFF

When an employee is to be laid off because of lack of work, Company shall give him as much advance notice thereof as practicable, but in no event shall a regular employee be given less than ten workdays' notice of layoff, provided, however, that notice of layoff need not be given to an employee who is employed on a probationary or temporary basis.(Amended 1/1/88)

206.13(19.13) RE-EMPLOYMENT PROVISIONS

(a) Notwithstanding the provisions of Section 205.5(18.5), a regular fulltime employee who has been laid off for lack of work for a period not in excess of one year shall be entitled to preferential rehire in the reverse order of layoff as follows: When a vacancy exists in a beginner's job in the line of progression in the **Region or General Office Department** from which one employee was laid off, Company shall send notice by Certified Mail Return Receipt Requested of openings for re-employment to the last mailing address as furnished by the laid-off employee. Within seven working days after such notice is received, such laid-off employee must advise Company whether or not he accepts such re-employment. 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. To expedite rehiring, more than one employee may be notified of an opening, but priority shall be given to employees in the reverse order of layoff. If no employee remains on the laid-off list, the provisions of Section 205.5(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 re-employment rights under this Section. An employee returning to a beginner's job under the provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he returns. (Amended 1/1/88)

(b) The Certified Mail Return Receipt in (a) 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)

206.15(19.14) DEMOTION OF UNIT EMPLOYEE

An employee who is demoted for any reason other than for lack of work may be placed in a vacancy created in his headquarters by the promotion of one or more employees to fill the job which the demoted employee vacated. If no such vacancy occurs he may be demoted to a vacancy in a lower classification in the Division in which he is employed or if no such vacancy occurs, he may be demoted to a vacancy in a lower classification in the Region in which he is employed. In the application of this Section an employee shall be demoted to a vacancy in the first successively lower classification which he is qualified to fill. (Amended 1/1/88)

206.18(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 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. (Entire Section added 1/1/88)

EXPLANATION: To have the Company provide the Union with notice of technological changes which will have an effect on its workforce.

SUPPLEMENT TO TITLE 206(PHYSICAL) TITLE 19(CLERICAL) **DEMOTION UNITS**

EAST BAY REGION 1.

- **Bay Division Central Division Diablo Division Mission Division**
- 2. **GOLDEN GATE REGION**

San Francisco Division No. San Mateo County Division Peninsula Division

3. MISSION TRAIL REGION

Coast Division Coast Valleys Division De Anza Division Los Padres Division San Jose Division

REDWOOD REGION 4.

> Humboldt Division North Bay Division Santa Rosa Division Ukiah Division Vallejo-Napa Division

SACRAMENTO VALLEY REGION 5.

Colgate Division De Sabla Division **Drum Division** Shasta Division Sacramento Division

6. SAN JOAQUIN VALLEY REGION

> Stockton Division Fresno/Kings Division Kern Division Stanislaus Division **Yosemite Division**

HYDRO 7.

> Northern Area (DeSabla and Shasta) Central Area (Drum, Colgate, Sacramento, Stockton) Southern Area (San Joaquin)

- 8. PIPE LINE OPERATIONS, includes Gas Chart Office
- 9. MATERIALS DISTRIBUTION
- 10. GAS METER REPAIR PLANT
- 11. GENERAL OFFICE

Building Maintenance and Operations Garage Materials Reprographics Mail Telecommunications **Computer Operations** Vice President and Comptroller's Organization **Design Drafting**

12. STEAM GENERATION AND NUCLEAR POWER GENERATION

Geysers Power Plant in Redwood Region (not incl. Humboldt) Pittsburg and Contra Costa in East Bay Region Oakland, Potrero and Hunters Point in Golden Gate Region Morro Bay, Moss Landing, Diablo Canyon in Coast Valleys and Los Padres Division Humboldt Bay PP included in Humboldt Division

DIVISION STEAM GENERATION DEPARTMENTS AND NUCLEAR PLANT OPERTIONS DEPARTMENTS

For the purposes of Titles 205 and 206 of the Agreement, Steam Generation employees and Nuclear Plant Operations employees, as listed in this exhibit, shall be considered to be in the same department.

LABOR AGREEMENT CLARIFICATION **TITLE 202 HOURS**

Unchanged except for:

ESTABLISHMENT OF WORK SCHEDULES

B. Provisions applicable to schedules which may be adopted or revised by the Company without prior agreement: (IR Letter 7/31/69)

7. At Union's request, Company will state the reasons for adopting any of the foregoing shift or service schedules. Individual, plant or department schedules for shift or service employees which do not meet the criteria listed in paragraphs 1 through 6 above may be established under the provisions of

Sacramento Valley Region Staff included in Division where headquartered

East Bay Region Staff and

included in Division where

Golden Gate Region Staff

included in Division where

Mission Trail Region Staff

included in Division where

Redwood Region Staff

included in Division

where headquartered

headquartered

headquartered

headquartered

Electric Meter Repair Facility

San Joaquin Valley Region Staff included in Division where headquartered

paragraph IA4 of this clarification, but must be agreed upon between Company and Union before being placed in effect. (Amended 1/1/88)

PROCEDURE AND APPLICABLE RATES OF PAY WHEN EMPLOYEES ARE TRANSFERRED FROM ONE SCHEDULE TO ANOTHER

F. Paragraphs 1, 2, 3 unchanged.

Delete Paragraph 4.

An employee may be scheduled to attend training classes for periods of less than one-week increments without the payment of overtime provided that the employee is given at least seven days' notice and provided the employee does not work more than five days in the workweek involved or more than eight hours in a workday and further provided that the employee, when applicable, is rescheduled to the day shift for the entire workweek involved (78-44-PGE). (Amended 1/1/88)

EXPLANATION: To correct paragraph references, and to allow scheduling of training classes in less than one-week increments for all employees due to change in length of training classes.

EXHIBIT A

LINES OF PROGRESSION FOR THE CLERICAL AGREEMENT

EXPLANATION: To add Review Committee decision No. 1005 to Exhibit "A" Lines of Progression for the Clerical Agreement.

REVIEW COMMITTEE DECISION

Review Committee File Nos 1005, 1009, 1028, 1030, 1325, and 1331 Humboldt Division Grievance Nos. D.Gr/C 19-70-2, D.Gr/C 19-70-6, and D.Gr/C 19-70-12

North Bay Division Grievance Nos. D.Gr/C 4-70-7 and D.Gr/C 4-70-9 Sacramento Division Grievance No. D.Gr/C 6-73-4 East Bay Division Grievance No. D.Gr/C 1-73-19

Subject of the Grievances

Each of the grievances arose from similar facts. The grievants are employees who are not headquartered at the location where the temporary upgrade occurred. At the headquarters where the temporary vacancy occurred, Clerk C's or D's were upgraded to fill Clerk A or B positions. There were no immediate next-lower classifications in any of the offices concerned in these grievances.

The contention, then, of each of the grievants is that he or she should have been temporarily assigned to the location where the vacancy occurred inasmuch as each would have been the successful bidder if the vacancy had been permanent rather than temporary.

Discussion

The Clerical Labor Agreement specifically deals with the question of filling temporary vacancies in Subsection 18.3(a): "Whenever a vacancy occurs in any job classification. Company may temporarily fill it by assignment. In making temporary assignments to fill job vacancies other than vacancies in beginner's classifications. Company shall first consider regular full-time employees at the headquarters in which the job vacancy exists in the order of their preferential consideration under Section 18.8." (Emphasis added.) Further, in Exhibit A - Lines of Progression - Division Clerical Departments, the following example of a temporary assignment is given: "Temporary upgrades shall take place within the department and headquarters in which the temporary vacancy exists provided there is a next.lower classification to the vacant classification in such department and headquarters. (Emphasis added.) Temporary upgrades into classifications where there is no next-lower classification to the vacancy within the department and headquarters shall be made in accordance with the lines of progression."

As the facts point out, in these particular offices there was no immediate next-lower classification to the vacant A or B positions. The question, then, involves the second sentence of the example, and the question specifically is whether this opens the appointment to persons outside of the headquarters. The language of the example is certainly not crystal clear. It could be read to mean that, if there is no person in an immediate lower classification to the one that is temporarily vacated, it must be filled from outside of the headquarters. To read the Exhibit this way, however, would, with regard to such assignments, conflict with the literal meaning of Subsection 18.3(a). That section, which is paramount to the example in any event, speaks in terms of the entire line of progression to the temporary vacancy.

In an effort to resolve the conflict, the Review Committee has taken into account several factors: (1) The promotional system is based on prebids from next.lower classifications within a Division assuming that the bidders are qualified. (2) The most common method for employees to attain the requisite kills and knowledge for promotion is temporary upgrades to higher classifications. (3) The extent of the Company's obligation to train employees for promotion. (4) In the filling of temporary vacancies, the Company is only obligated to give consideration to those senior employees who have prebids on file provided the assignment does not disrupt Company's operations to a point where it becomes impracticable to do so or the expense outweighs the Company's commitments to provide promotional training.

Decision

For the foregoing reasons where there is no next-lower classification in the line of progression, it is the decision of the Review Committee that: (1) Temporary upgrades for one basic workweek or less shall be made within the headquarters following the line of progression to successively lower classifications provided that such a person is qualified to handle the work of the higher class-

ification to which the temporary appointment is being made and; (2) such temporary upgrades for more than one basic workweek shall be offered to the senior qualified prebidder within a district provided that such person resides within a commutable distance ("commutable distance" as used in this decision shall mean a temporary headquarters located not more than 45 minutes or 30 miles from his residence). In the application of Item (2), the upgraded employee shall report to the temporary headquarters in accordance with the provisions of Section 10.8 of the Clerical Agreement. When the temporary assignment lasts for more than 60 consecutive calendar days, the upgraded employee will then be considered reporting to his "regularly established headquarter

These grievances are closed without adjustment.

FOR UNION:

W. H. Burr E. R. Sheldon L. N. Foss

J. A. Fairchild H. J. Stefanetti L.V. Brown

FOR COMPANY:

OPERATING LINES OF PROGRESSION

The following tables are for use in filling vacancies in the Regional and General Office Operating Departments. This line of progression may include such general functions as telephone switchboard operations, mail distribution and collection, Regional or Division files, reproduction, stationery, accounting, office services, and new business, including administration and preparation of agreements and contracts. [Operating Department definitions are deleted]

EXHIBIT I (PHYSICAL) EXHIBIT B (CLERICAL) EDUCATIONAL ASSISTANCE

The Company shall provide a program of partial reimbursement for tuition and required textbooks, as follows:

Eligibility A. Unchanged.

Only courses taken at a Western College Association accredited college B. or university, through its regular program of instruction, its correspondence program, its extension division, or its evening division; or at a National Home Study Council accredited correspondence school or schools selected by the Company are acceptable for refund. Approved courses are those that add to your effectiveness in your job. Courses that contribute to your overall development may also be approved. (Amended 1/1/88)

C. Unchanged.

D. Unchanged.

E. Unchanged.

Procedure

Paragraphs 1, 2 and 3 unchanged.

A. Unchanged.

Β. Copies of his receipt indicating monies paid for the above courses and textbooks. (Amended 1/1/88)

C. Unchanged.

Refunds

After successful completion of an approved course of study, a refund of 75 percent or 90 percent of the direct costs will be made. Direct costs apply only to registration fees, tuition, required textbooks, laboratory fees, and other charges made by the institution. Costs of material and equipment purchased separately by the employee are not covered. (Amended 1/1/88)

- Unchanged. A.
- Β. Unchanged.
- C. Unchanged.
- Unchanged. D.

Refunds exceeding \$1,200 per calendar year to any one employee will E. not be allowed except under unusual circumstances. Requests for refunds in excess of \$1,200 in any one year will be considered only if: (Amended 1/1/88) Items 1, 2, and 3 unchanged.

EXPLANATION: To change the approved courses to include those that add to effectiveness in your job or overall development. Added reimbursement for textbooks, and increased the reimbursement from \$700 to \$1200 annually.

EXHIBITS (CLERICAL)

The following amended Exhibits to the Agreement of 1953 are attached hereto and made a part thereof: 122 E

xnibit A –	Clerical	Lines of	Progression	See:	Separate Booklet	1

- Exhibit "B" -Educational Assistance
- Exhibit "C" Meter Reader Agreement -Exhibit "D" -
 - Letter Agreement referred to in Section 21.8
- Exhibit "F" Schedule of Wage Rates Exhibit "G" -Classification of Employees subject to provision of Section
 - 10.6

EXPLANATION: To include Meter Reader Agreement, and Letter of Agreement Work Efficiency Experiment Letter.

EXHIBIT C METER READER AGREEMENT OF

THE CLERICAL AGREEMENT

PACIFIC GAS AND ELECTRIC COMPANY

AND LOCAL UNION 1245

OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

REVISED JANUARY 1, 1988 Replaces Book Dated December 8, 1986

EXHIBIT C METER READER AGREEMENT

PREAMBLE

The Company and Union agree that reading meters has a priority second only to restoring interrupted service.

Both parties support the need for continued efforts in improving work quality and productivity along with the maintenance of a harmonious work environment.

A. Senior Meter Reader

1. Effective August 26, 1983, all existing Head Meter Readers were reclassified to Senior Meter Reader. Additional reviews may determine the need for additional positions. If necessary, Senior Meter Reader positions may be added by reclassifying other existing positions.

Unchanged.

Other than provided above, the new Senior Meter Reader positions shall be open to bid by all qualified employees with at least two years' experience as a Meter Reader. In addition, qualified bidders must have at least six months experience with electronic meter reading. (See Exhibit A for lines of progression.)

Unchanged. 4.

Job Definition - The duties of the Senior Meter Reader position, which 5. are subject to the grievance procedure, include the following:

(a), (b), (c), (d), (e), (f), (g), (h) Unchanged.

(i) Type I, II and III audits. Senior Meter Readers will not make recommendations for disciplinary action based on the results of the audits.

(j) Personal computer work associated with electronic meter reading to the extent that such work encompasses Senior Meter Reader functions as set forth in this Exhibit.

(k) A Senior Meter Reader shall have the personal qualifications of leadership and supervisory ability.

EXPLANATION: Allows Senior Meter Reader to perform Type I and Type II audits, will not use results from audits to recommend disciplinary action. Personal computer work associated with electronic meter reading will be completed by Senior Meter Reader.

B. Meter Reader Unchanged.

C. Inclement Weather

1. Unchanged.

2. Unchanged.

Unchanged. 3.

4. Delete. Delete.

EXPLANATION: Lockers and rainboot allowance moved to Section L (Uniforms).

D. Standards

1. Misses: Standard for codes M2 (Locked), M3 (Blocked), M4 (Can't Locate), and M9 (Other) that comprise the missed meter standard is broken down into four Division groups:

(a) Group I-4.50 missed meters per 1,000 meters read for East Bay Region and North Bay, San Jose, Shasta, Santa Rosa, Peninsula, Vallejo-Napa, Ukiah, DeAnza and Coast Divisions.

(b) Group II-5.50 missed meters per 1,000 meters read for Coast Valley, De Sabla, Humboldt, Los Padres, Sacramento, and Vaca Valley Divisions.

(c) Group III - 6.50 missed meters per 1,000 meters read for San Joaquin Valley Region and Colgate, Drum, and Skyline Divisions.

(d) Group IV-16.00 missed meters per 1,000 meters read for San Francisco Division.

Unchanged.

Probationary and New to Meter Reading Transferred Employees Perfor-3. mance Standards: Employees new to meter reading will be evaluated on a standard established by the Region or Division during their probationary six-month period. These standards will also apply to any employee transferring into the Meter Reader classification from any other Department. Upon completion of six months as a Meter Reader, they will assume the system standard.

(a), (b), (c), (e) (f) Unchanged.

(d) Missed Meters (By Region or Division groupings shown in missed meter standard above.) Unchanged 4.

EXPLANATION: M-O misses are no longer counted in standards. Groups I through IV changed to reflect Regions.

Meter Reader Route Assignments

Unchanged.

F. Pilot Programs Unchanged.

G. Pesticides and Industrial Chemical Hazard Unchanged.

H. Starting Times and Flextime

Local offices shall be designated as "A" or "B" offices. "A" offices are those that did not elect a 6:30 a.m. starting-time or flextime option in 1987. "B" offices are those that did elect a 6:30 a.m. starting-time or flextime option in 1987.

The following starting-time and flextime options are applicable on a local office basis:

1. Dual starting-time or flextime options will be determined by a majority vote of all Meter Readers assigned to a headquarters. In the event a tie vote occurs, a second vote will be taken no earlier than 24 hours after the first vote. If there is still a tie, one last vote will occur. If a tie vote still exists after the third ballot, then the status quo will prevail. One of the following options may be elected in offices designated as "A" offices:

"A" Office Starting-Time Options

(a) (Available entire year) = 7:00 a.m. and 7:30 a.m., or 7:30 a.m. and 8:00 a.m.

"A" Office Flextime Options

(b) (Available entire year) = 7:00 a.m. to 8:00 a.m.In offices designated as "B" offices, the following options may be elected until such time as the 6:30 a.m. starting-time or flextime option is not exercised. Once the 6:30 a.m. starting-time or flextime option is not exercised, the office will be redesignated as an "A" office for all future starting-time and flextime elections.

"B" Office Starting-Time Options

(a) Summer (only available from the last Monday in May through the first Monday in September) = 6:30 a.m. and 7:00 a.m. or 7:00 a.m. and 7:30 a.m.

(b) (Available the first Monday in September through the last Monday in May) = 7:00 a.m. and 7:30 a.m. or 7:30 a.m. and 8:00 a.m.

"B" Office Flextime Options

(c) Summer (only available from the last Monday in May through the first Monday in September) = 6:30 a.m. to 7:00 a.m.

(d) (Available entire year) = 7:00 a.m. to 8:00 a.m.

Voting eligibility shall be:	
Meter Reader	Eligible for all votes.
Meter Reader	
(Temporary Additional)	Eligible for all votes.
Meter Reader/Utility Clerk	Eligible for all votes.
Hilling Olanla Mater Deadon	In all all to Conserve to

Utility Clerk/Meter Reader Ineligible for any vote. 2. Following are the starting-time provisions for Senior Meter Readers:

(a), (b), (c) Unchanged.

(d) Notwithstanding (a), (b) & (c) above, the Senior Meter Reader's starting time in "B" offices when 6:30 a.m. starting time or flextime is being utilized shall be designated by the Customer Services supervisor.

(e) By local agreement between the supervisor and a Senior Meter Reader, the Senior Meter Reader may be allowed to take a one-hour lunch break.

3, 4, 5, 6, 7, 8, 9 Unchanged.

EXPLANATION: Amends starting-time and flextime options in system. The 6:30 a.m. starting-time option in summer has been eliminated for all offices except those offices where Meter Readers chose it in the summer of 1987. Allows Company to designate starting time for Senior Meter Readers at offices starting at 6:30 a.m. only when being utilized. Allows a one-hour lunch break for Senior Meter Readers with agreement.

I. Rerouting and Route Maintenance

1. Rerouting: (a), (b), (c) Unchanged.

(d) Sign up for a major rerouting project will be by Region, Division, or headquarters as appropriate. Company selects from sign-up list and will pay employees assigned as Senior Meter Readers. The Meter Readers bypassed in Company's selection shall also be compensated at the appropriate wage step of Senior Meter Reader on a one-for-one basis. That is for each junior Meter Reader assigned to the *rerouting project*, the single senior bypassed employee will be paid at the Senior Meter Reader rate. The rerouting project may be moved around a Region or Division from headquarters to headquarters. Local office Meter Readers used in project will be upgraded to Senior Meter Reader.

The provisions of Subsection 18.4(h) of the Clerical Agreement will apply to requests by volunteers for assignment to a rerouting task force.

(e), (f), (g), (h) Unchanged.

2. Unchanged.

The Company will continue to improve rerouting and route maintenance. 3. This will be accomplished by establishing the following programs:

(b) Electronic Meter Reading Device-Upon implementation of this device, a Route Time Averaging System will be developed. Route maintenance needs will be continually monitored

EXPLANATION: Allows signing up for a rerouting project by Region, Division or headquarters, as appropriate. Rerouting teams will be selected by seniority.

J. Transportation

K. Performance Audits 1. Exempt supervisors or Senior Meter Readers will perform Type I (impromptu) audits. Impromptu audits will be distributed equitably among

(a) Unchanged.

Unchanged.

employees provided that Meter Readers whose performance dictates may be audited on that particular aspect of their performance more frequently than usual. An immediate oral review of the impromptu audit shall be conducted in the field. If there is any question as to the equitable distribution of impromptu audits within an office, all relevant information on impromptu audits of other Meter Readers in the office will be provided to the Shop Steward and the Union.

2. Exempt supervisors or Senior Meter Readers will conduct Type II (performance evaluation) audits once a year. The exempt meter reader supervisor or Senior Meter Reader will inform the Meter Reader being audited that the Meter Reader is being audited before the audit begins.

3. Type III (vehicle inspection) audits will continue as presently conducted by the *Regions and* Divisions.

4. Unchanged.

5. Senior Meter Readers who conduct audits will not make recommendations for disciplinary action based on the results of the audits.

EXPLANATION: Allows the Senior Meter Reader to perform Types I and II audits in addition to Type III audits (performance evaluation) will take place once a year.

L. Uniforms

1,2,3,4,5,6,7,8 Unchanged.

9. Lockers: The Company will provide lockers if space is available. If no space for lockers is available, the Company will provide closet space if it is available. Closet or locker space is not to be limited to offices only.

10. Rainboots allowance: The Company will provide up to \$45 every two years for rainboots/snowboots. Meter Readers will be required to submit proof of purchase for reimbursement.

11. It is recommended that hard sole walking shoes be worn for the safety of the Meter Reader.

EXPLANATION: Lockers and rainboot allowance subsections moved from Section C (Inclement Weather). Added a Company recommendation for appropriate footwear.

M. Electronic Meter Reading

1. No Meter Reader shall be laid off as a result of the introduction of electronic meter reading. It is the Company's intent to make every effort to avoid layoffs of Company's other employees and to handle reductions through attrition.

2. The time stamp or timing device may be used by the Company under the circumstances set forth below.

(a) A Route Time Average System will be established and maintained. It will be used to determine average time factors to be applied to specific meter locations.

(b), (c), (d), (e), (f) Unchanged.

(g) Personal computer work associated with electronic meter reading shall be assigned as follows:
 (1) To Senior Meter Readers when such work encompasses Senior

Meter Reader functions as set forth in this Exhibit:

(2) To any appropriate bargaining unit employee trained in the operation of the personal computer when such work encompasses routine clerical functions not within the scope of the duties of a Senior Meter Reader. If a Meter Reader is assigned personal computer work associated with electronic meter reading which encompasses only routine clerical functions, the work shall be offered in order of seniority to qualified bidders for Senior Meter Reader in that headquarters.

It is not the Company's intent to assign personal computer work associated with electronic meter reading in a manner that will result in reducing or avoiding the need to increase the number of Senior Meter Reader positions.

EXPLANATION: A Route Time Average System will be established and maintained. Personal Computer work associated with electronic meter reading shall be assigned to the Senior Meter Reader or to any appropriate bargaining employee.

METER READING "B" OFFICES USING 6:30 A.M. START TIME AS OF SUMMER 1987

East Bay Region	Antioch	Livermore	
	Concord	Richmond	
	Hayward		
Golden Gate Region	San Francisco		
Mission Trail Region	Cupertino Monterey	Santa Maria	
Redwood Region	San Rafael	Vallejo	
	Silverado	Sonoma	
Sacramento Valley Region	Sacramento	Woodland	
	Auburn	Marysville	
	Colfax	Colusa	
	Roseville	Gridley	
	Placerville	. Oroville	
	Vacaville	Lincoln	
	Davis	Williams	
San Joaquin Valley Region	Fresno	Bakersfield	
	Dinuba	Sonora	
	Coalinga	Oakdale	
	Selma	Modesto	
	Stockton	Oakhurst	
	Manteca	Merced	
	Tracy	Los Banos	
	Angels Camp	Mariposa	

EXPLANATION: Once the 6:30 a.m. starting-time or flextime option is not exercised, the "B" Office will be redesignated as an "A" Office for all future starting-time and flextime elections.

EXHIBIT D

August 17, 1987

Pacific Gas and Electric Company 245 Market Street

San Francisco, CA 94106

Attention : Mr. 1. W. Bonbright, Manager of Industrial Relations

Gentlemen:

This letter shall supersede Letter Agreement No. 87-83-PGE.

Since January 1987, Company and Union have had discussions regarding a work efficiency experiment at the District headquarters in Livermore, California. We have also previously discussed preliminary plans for similar trials at other locations. In order to provide a consistent approach to the Livermore experiment and to other work efficiency experiments, the Union proposes that the Manager of Industrial Relations and the IBEW Business Manager may agree to the establishment of individual work efficiency experiments and that the following conditions be applicable:

1. Company and Union may agree locally to the specific conditions of each experiment including the criteria to be used to judge the productivity and the quality of the work, except that changes in the conditions of any Labor Agreement requires an agreement between the Manager of industrial Relations and the appropriate Union Business Manager(s).

2. Each experiment will have an Advisory Committee to consist of Company members, IBEW members, Engineers and Scientists of California, MEBA, and at least one consultant to be agreed to by the parties. The number and size of the Advisory Committee shall be determined by the Committee.

3. Each experiment will have a local Steering Committee and a consultant to be agreed to by the parties. The size of this committee is to be determined locally. The Steering Committee may also utilize representatives from various departments on a subcommittee basis, as they deem appropriate.

4. Upon completion of the experiment, any modified bargaining unit work assignments agreed to during the experiment will be returned to the original unit.

5. There will be no layoffs for lack of work or demotions for lack of work in the headquarters in which the experiment is located during the period of the experiment.

6. During the experiment, local supervision and the employees involved shall be responsible for getting work done in a timely manner using all available resources.

7. Any party to an individual work efficiency agreement may cancel the agreement upon 30 day's notice to the other party(s).

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,

LOCAL UNION 1245, IBEW By

Jock UL

Jack McNally Business Manager

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

PACIFIC GAS AND ELECTRIC COMPANY September 1, 1987

Bv Alloabugh

I.W. Bonbright Manager Industrial Relations

DIVISION GAS TRANSMISSION AND DISTRIBUTION EXHIBIT VI AND SECTION 600.1 OF THE AGREEMENT

0524 FIELDMAN

An employee who is engaged in the construction, maintenance and operation of gas transmission and distribution facilities and other underground systems. Under the direction of a Gas Crew Foreman, Fitter or Gas Mechanic, performs such duties as installing leak repair clamps, domestic meter sets, miscellaneous pipe fitting, lighting pilots, operating equipment such as earthboring equipment, small pressure control equipment, leak detectors, pipe locators, small trenchers and other equipment of 30 hp or less. May work alone in performing such duties as truck driving, operating compressors, concrete saws, routine leak surveys, pipe locating, taking pipe to soil potentials. Performs clerical work associated with these duties. The duties which may be performed by a Fieldman working alone may also be performed by a Fieldman when he is assigned as a member of a crew. May be assigned to drive the crew truck and assist the Gas or Heavy Crew Foreman in the performance of the clerical work of the crew. May also be required to perform the duties of a Manhole Framer and assist an employee in a higher classification. Amend Note H, as follows:

H. A Fieldman may be assigned to drive a truck (other than a heavy truck) transporting reels of underground cable from the warehouse to the job and assist the crew in laying the cable in an open trench, provided that he receives a wage rate that is at least equivalent to the **12-month Fieldman rate**.

Add the following to notes for Fieldman classification:

K. May perform field paperwork for transmission and distribution crews, including but not limited to, processing of time cards and job cost reports; ordering, receiving and delivering material. May correct and process work orders, service tags, sketches, accident reports, job permits, and may make field measurements.

Field Clerk (0420), Truck Driver (0419), and Light Truck Driver (0427) classifications are eliminated and all or a portion of their job duties are included in the Fieldman classification.

EXPLANATION: Eliminate Field Clerk, Truck Driver, and Light Truck Driver classifications and include all or a portion of their job duties into the Fieldman classification. Field Clerks will be placed at the top rate of Fieldman. Other placements will be according to the provisions of 204.5. For bidding purposes, reclassified Field Clerks will retain their rights to return to the Operating Clerical line of progression.

1645 EQUIPMENT OPERATOR

An employee who operates cranes of capacities which are less than 10 tons, trenchers such as Jeep, 705B Runabout and Cleveland, loaders, backhoes, hydrahammers and other equipment. When not operating equipment, may work alone or with an assistant performing such work as patrolling and locating pipelines, repairing pipe wrapping damage, repairing minor leaks found on routine leak surveys, and lubricating and repacking valves. May be required to drive a truck and possess a Class I Driver's License. Performs such other work in lower classifications as may become necessary.

May perform work under the direction of a qualified supervisor in the installation of underground electric facilities, including pulling cable in conduit. May include setting poles and the associated trenching, provided special training has been provided; will not be required to operate a line truck. Cable pulling is limited to all secondary and primary 1/0 and smaller cables in runs of 500 feet or less and cable tension not to exceed 1000 pounds.

1987 Wage Rate: \$654.85.

EXPLANATION: To state that Equipment Operator may be required to possess Class I Driver's License; perform various cable-pulling tasks, set poles (after training), under the direction of a qualified Electric Department employee.

1405 SERVICE MECHANIC

An employee who performs all classes of work done by Servicemen and in addition does such work as installation, inspection and adjustment of industrial equipment and maintenance and operation of industrial meter and regulator sets. He also makes combustion tests and adjustments on customers' gas burning equipment and investigates high gas bill complaints on industrial and large commercial accounts. He may also assist in Gas Servicemen's training programs. Industrial equipment is considered to consist of equipment normally associated with production of articles for commerce such as glass and metal melting, annealing, heat treating, enameling, dehydration, distilling, cutting, welding, and forging, and food preparation in other than retail establishments.

EXPLANATION: To delete solar job duties, no longer being performed.

DIVISION STEAM GENERATION DEPARTMENTS AND NUCLEAR PLANT OPERATIONS DEPARTMENTS EXHIBIT VI-B AND SECTION 600.3 OF THE AGREEMENT

2090 (2097) INSTRUMENT REPAIRMAN (Trv.)

An employee who is a journeyman and is engaged in installing, maintaining, and calibrating all types of automatic control and recording equipment, instruments, gauges, and their component parts. His duties require the use of machine tools, hand and bench tools, and various types of test equipment. In addition, he may be required to assist in taking readings during plant tests, tabulating and charting test and performance data. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency.

Note: Instrument Repairmen at the Geysers may be required to do routine maintenance on air conditioning equipment such as checking and maintaining Freon levels with gauges or checking flow differential pressure on units, but not including overhaul. Training to perform this work will be provided by the Company.

EXPLANATION: To expand Job Definition by allowing routine maintenance on air conditioning equipment of approximately 5 tons or less in size at the Geysers Power Plant.

0296 UTILITY PLANT CLERK (DCPP)

An employee who performs routine typing, filing, microfilm, photocopying and general clerical work. May operate PBX Terminal, CRT terminal, and other standard office equipment. May be required to type with reasonable speed (35 words per minute net). Must have met all of Company's pre-employment clerical requirements.

Beginner's Classification Note:

A transfer application from a Utility Plant Clerk (DCPP) to Routine Plant Clerk will be given Priority 1 status under the Job Bidding System. Priority 1 transfer applications receive preference over all other transfers and are treated as a bid under the provisions of Subsection 205.7(a), (b) or (c) as appropriate.

WAGE RATE	
*Start	\$368.25
*End 6 Months	394.30
*End 1 Year	421.30
*End 18 Months	436.35
*End 2 Years	451.00
End 30 Months	479.05
*Hiring rate based	on experience.

EXPLANATION: To include new classification only at Diablo Canyon Power Plant. Position is not to be used to eliminate people in existing jobs at Diablo.

DIVISION WATER DEPARTMENT EXHIBIT VI-G AND SECTION 600.8 OF THE AGREEMENT

1036 METEOROLOGICAL INSTRUMENTMAN

An employee who, without direct supervision, is engaged in the installation, operation, and maintenance of equipment associated with the cloud seeding, precipitation, surface wind, temperature, and upper air sounding systems. He routinely performs duties, such as installation and removal of silver iodide generator equipment and precipitation gauges; services and makes repairs to the equipment as required; adjusts and calibrates gauges and recorders; changes charts; and maintains records. During storm periods, operates the upper air sounding system, reducing data and submitting to the weather office. He is responsible for maintaining adequate supplies to operate the project and may be called on from time to time to perform special studies in the field, such as collecting snow replica slides.

In addition, he may be required to perform other duties of a Water System Repairman and be assigned to work on Company's water facilities in the hydro development in the area to which assigned.

Next Lower ClassificationSame or Higher Classifications1037 Asst. Meteorological Instrumentman1036 Meteorological2069 Water System Repairman (Helms)Instrumentman2070 Water System Repairman2073 Utility Water System Repairman

EXPLANATION: To add three Water System Repairman classifications to Meteorological Instrumentman Line of Progression.

DIVISION ELECTRIC MAINTENANCE DEPARTMENT EXHIBIT VI-L AND SECTION 600.12 OF THE AGREEMENT

2070 WATER SYSTEMS REPAIRMAN

An employee who is engaged in the construction, maintenance, and repair of all types of water system structures and related facilities and equipment, including water collection and domestic water systems. He drives trucks and operates mechanical equipment, such as tractor-grader, backhoe, loaders, and all equipment for general hauling, bulldozing, road maintenance, excavating and other similar work. If required, must possess a Class I Driver's License. He must make welds, as required, and have a good working knowledge of safe rigging practices and be proficient in the use of all types of hand and power tools and in the operation of mechanized equipment associated with this work. May be assigned other work of similar nature as the occasion requires **including simple building maintenance of remote hydro facilities.** His background of experience and the successful completion of formal training must be such as to qualify him to perform this work with skill and efficiency. **(Amended 1/1/88)**

EXPLANATION: To include simple building maintenance to remote hydro facilities such as fixing leaky faucets.

0740 ELECTRIC CREW FOREMAN

An employee who is a Working Foreman in charge of a crew of not more than *five other employees* engaged in all classes of overhead line work, in all classes of underground distribution system work utilizing non-leaded cables, and in providing electric service to customers; may be required to drive the truck and operate the associated equipment as assigned. *Such employee* shall have the personal qualifications of leadership and supervisory ability, the craft qualifications of *and two years experience as* a Lineman, and be familiar with Company's construction and safety standards, General Orders 95 and 128, accounting procedures, and other applicable rules and procedures.

Such employee when in charge of a crew of five other employees shall be paid at the rate of 5 percent above the top rate of Electric Crew Foreman.

NOTES: For the purposes of applying the 5 percent upgrade for an Electric Crew Foreman when in charge of a crew of five other employees, if two Electric Crew Foremen are involved, the following conditions will apply:

1. If two crews are combined on an on-going job, the Electric Crew Foreman originally assigned the job will receive the upgrade;

2. If two crews are combined at the initiation of a job, the senior qualified Electric Crew Foreman in the headquarters will receive the upgrade;

3. If two crews are called out for an emergency situation, the senior qualified available Electric Crew Foreman will receive the upgrade. If they are joined while the job is in progress, the Electric Crew Foreman originally assigned will receive the upgrade.

EXPLANATION: To include possible supervision of 5 other employees and requires 2 years experience as journeyman to be qualified bidder. Allows for paying 5% above Electric Crew Foreman rate when in charge of crew of five other employees. Added language to explain who gets 5% when two Electric Crew Foremen on same job.

2540 TROUBLEMAN

An employee who has the craft qualifications of **and two years experience as** a Lineman and performs alone any work **that does not exceed his ability or the available tools and equipment**, in connection with providing, maintaining **and restoring** service to the public. either overhead or

underground, such as installing services and all types of meters, replacing line and equipment fuses, patrolling, switching, restoring service on "no light" and "no power" calls, servicing and repairing customers' equipment, operating unattended substation. *adjusting or changing external settings on automatic line equipment, such as Regulators, Reclosers, or Capacitors,* handling routine gas maintenance, operation and complaints; may be required to collect deposits and bills. In trouble and emergency work involving immediate hazard to life or property, may be required to work alone to cut circuits of over 600 volts in the clear.

EXPLANATION: To require two years experience as a Journeyman to progress to Troubleman, will not be required to do any work that exceeds ability, or available tools and equipment. Will be required to adjust external settings on automatic line equipment.

0456 T&D DRIVER

An employee who drives a truck, maneuvers it at the job as required in connection with the construction, maintenance and operation of electrical overhead and underground facilities, operates all associated mechanical equipment on the truck and acts as a Field Clerk, performing assigned clerical work for the crew; is responsible for keeping tools and materials in good order on the truck; assists with the ground work and may be required to drive **an all-terrain vehicle.** Must possess Class I Driver's License.

EXPLANATION: To delete the use of sno-cat to haul men and material. Added the use of an all-terrain vehicle.

0458 FIELD CLERK - ELECTRIC T&D

An employee who is normally assigned to an Electric Construction Supervisor to perform field clerical duties for various crews: when not so assigned, will be assigned to drive a truck, maneuver it at the job, as required in connection with the construction, maintenance and operation of electrical overhead and underground facilities, operates all associated mechanical equipment on the truck and acts as a Field Clerk, performing assigned clerical work for the crew. Is responsible for keeping tools and materials in good order on the truck, assists with the ground work and may be required to drive **an all-terrain vehicle. May be required to use a computer**. Must possess a Class I Driver's License.

EXPLANATION: To delete sno-cat from duties. May also be required to drive all-terrain vehicle or may be required to use computer.

Notes on Lineman Definition:

It is the intent that the use of a light line crew as the basic work unit in the Overhead Section of the Electric Transmission and Distribution Department be continued. While one and two-man units with a Lineman as the highest classification will be utilized, it is not the intent of the Lineman definition to use other than a line crew on hot primary line construction and maintenance work. Further, it is not the intent to eliminate crews or accomplish the above work or any other line work which cannot practicably or safely be accomplished by a one or two-man unit by combining two or more such units. **The Company will provide necessary training and equipment to its employees to ensure that the work can be performed safely and efficiently.** One or two-man units will not be required to:

1. Set poles under the following conditions:

a. In primary which has not been cleared and grounded: or

- b. Over 50 feet in length; or
- c. Under heavy or congested traffic conditions; or

d. Where the pole is top-heavy to the extent that weights are required on the butt-end; or

2. Perform any work on energized primary (taking voltage or current readings is not considered working on energized primary); or

3. Perform any substation switching; or

4. Perform line switching except to de-energize a line for work to energize same at completion of work; or

5. Perform wire stringing with special lift equipment, except where the two-man unit consists of two journeymen, nor to perform such work above or below and parallel to energized primaries on the same pole line.

A Lineman working alone will not be required to install a crossarm or underarm molding, or to install or remove mid-span services except with aerial lift equipment and when installation of an associated span guy is not required.

EXPLANATION: To allow for increased length of pole a two-man unit may set. Allows for setting poles with transformers attached. Also allows wire stringing over three spans and installation of transformers rated above 10 KVA. All of the above subject to Safety, efficiency, training, and availability of equipment and manpower.

2407 TELECOMMUNICATIONS CREW FOREMAN

An employee who is a working foreman in charge of a crew engaged in telecommunications maintenance and/or installation without direct telecommunications supervision. The employee shall have the personal qualifications of leadership and supervisory ability, the craft qualifications of a Telecommunications Technician, and be familiar with Company safety standards, accounting procedures, and other applicable rules and procedures.

Next Lower Classifications 2389 Telecommunications Tech. (Helms) 2409 (2393) Telecommunications Technician & (Un.) Same or Higher Classifications 0644 Technical Subforeman A (G.C.) 0645 Technical Subforeman B (G.C.) 2407 Telecommunications Crew Foreman

1987 Wage Rate:

Start End 6 months \$804.65/week \$23.90/week

EXPLANATION: To add a new classification to Telecommunications Line of Progression. A working foreman in charge of a crew and is engaged in installing and maintaining Telecommunications equipment.

2409 TELECOMMUNICATIONS TECHNICIAN

An employee who, without direct supervision, is permanently assigned to and regularly performs installation, field testing, and maintenance of telecommunications systems, such as but not limited to, intercommunication systems, telephone switchboards, PBX, voice and data switching systems, major operations computers (examples: Electric Energy Management System, Gas Energy Management System, Supervisory Control and Data Acquisition systems), supervisory, power and telephone line carriers, microwave, fiber optics, multiplex, radio, remote signal and remote control equipment, load frequency control, and telemetering equipment. In addition, the employee may be required to investigate, correct, or make recommendations for the correction of user station equipment, personal computers and related equipment problems, and radio and television interference complaints. The employee's background of apprenticeship and experience must be such as to qualify the employee to perform these duties with skill and efficiency, and must have a Radio Telephone Operator's License or a Company-approved certification. Assignments may include duties normally performed by an Electrical Technician.

Next Lower Classifications

2408 Appr. Telecommunications Technician

June	or myner	Clussyleutions
0644	Technical	Subforeman A (G.C.)
0645	Technical	Subforeman B (G.C.)

Same or Higher Classifications

0750 Elec. Maintenance Crew Foreman 2389 **Tele**communications Technician Helms

2390 Communications Technician (G.C.) 2407 Telecommunications Crew Fore-

man 2409 (2393) Telecommunications Technician & (Un.)

EXPLANATION: To more accurately reflect present job duties of Telecommunications Technician.

2389 TELECOMMUNICATIONS TECHNICIAN (Helms)

A resident employee who, without direct supervision, is permanently assigned to and regularly performs installation, field testing, and maintenance of telecommunications systems, such as but not limited to, intercommunication systems, telephone switchboards, PBX, voice and data switching systems, major operations computers (examples: Electric Energy Management System, Gas Energy Management System, Supervisory Control and Data Acquisition systems), supervisory, power and telephone line carriers, microwave, fiber optics, multiplex, radio, remote signal and remote control equipment, load frequency control, and telemetering equipment. In addition, the employee may be required to investigate, correct, or make recommendations for the correction of user station equipment, personal computers and related equipment problems, and radio and television interference complaints. The employee's background of apprenticeship and experience must be such as to qualify the employee to perform these duties with skill and efficiency, and must have a Radio Telephone Operator's License or a Company-approved certification. Assignments may include duties normally performed by an Electrical Technician.

In addition, he will be required to have the knowledge and capability of performing normal and emergency operating functions at the Helms Project. He may also be assigned to a shift schedule, in accordance with the provisions of Section 202.17 of the Physical Agreement, due to irregular water or plant conditions.

Pursuant to the provisions of Section 202.11 of the Agreement, he will be required to work a schedule of ten consecutive workdays, with four consecutive days off.

Next Lower Classifications 2408 Appr. *Tele*communications Technician

Same or Higher Classifications 0644 Technical Subforeman A (G.C.) 0645 Technical Subforeman B (G.C.) 0750 Elec. Maintenance Crew Foreman 2389 Telecommunication Technician – Helms 2390 Communications Technician (G.C.) 2407 Telecommunications Crew Foreman

2409 (2393) Telecommunications Technician & (Un.)

EXPLANATION: To more accurately reflect present job duties of Telecommunications Technician (Helms).

2408 APPRENTICE TELECOMMUNICATIONS TECHNICIAN

An employee engaged in performing Telecommunications Technician's work as an assistant to, or under the general direction of a Technician. In order to gain experience for advancement to Telecommunications Technician, he may work alone or under indirect supervision on jobs for which he has been trained and instructed. The employee's educational and general qualifications must be such that he is considered capable of attaining Technician status and he must have a Radio Telephone Operator's License or a Company-approved certification.

Next Lower Classifications

*0481 Appr. Electrician -

Elec. Mtce.

*0482 Appr. Electrician - Steam *0483 Appr. Electrician - Materials

2406 Telecommunications Installer 2417 Telecommunications Operations Analyst

Same or Higher Classifications

459 Electrician (Helm's) 0467(0484) Electrician - Elec. Mtce. & (Un.)

0468(0485) Electrician - Steam & (Un.) 0469(0486) Electrician - Materials & (Un.) 0472(0489) Electrician & (Un.) - DCPP 0477(0476) Trv. Electrician & (Un.) 0479(0491) Trv. Elec. & (Un.) - DCPP **Next Lower Classifications**

Same or Higher Classifications

0750 Elec. Maintenance Crew Foreman **2391 Appr. Communication Tech. (G.C.) 2400(2403) Electrical Tech. & (Un.) 2401 Appr. Electrical Technician 2402 Electrical Technician (Helms) 2408 Appr. Telecommunications Tech.

*Must be at 2 yr. step or above.

**Must hold FCC license or Company approved Certification.

An Electrician who is the successful bidder on a vacancy in the Apprentice Telecommunications Technician classification will be placed at the wage rate step applicable at the end of 24 months and, such employee will not have subsequent bids on Telecommunications Technician vacancies considered under Subsection 205.7 (b) until he has accrued 24 months' classification seniority as an Apprentice Telecommunications Technician. In addition, he will not be considered for automatic progression to Unassigned Telecommunications Technicians of the Master Apprenticeship Agreement until he has accrued 30 months' classification seniority as an Apprentice Telecommunications Technician.

Note: An additional test has been established by written agreement between Company and Union (LA 9-25-64) under provisions of Section 205.11. The successful bidder shall be given this test. A score of 70 points is necessary to meet this test requirement before an employee is appointed to a vacancy.

2417 TELECOMMUNICATIONS OPERATIONS ANALYST (Fairfield Computer Center, Diablo Canyon Power Plant and General Office)

A shift employee who is engaged in the operation of the Telecommunications Network. The employee shall have the ability to communicate oral and written English satisfactorily; answer trouble reporting telephones; provide operational assistance to users via computer terminals; using maintenance terminal to identify problem hardware, software, and application, and notify responsible corrective party; maintain trouble log, and provide corrective and user follow-up; analyze alarm/diagnostic messages and initiate corrective action; implement service reconfiguring transmission facilities, i.e., establish dial back-up.

Beginner's Classification

1987 Wage Rate:	Start	\$585.20/week
MT TOTAL THE THE THE	End 6 months	600.60/week
to a constraint of the second second second	End 1 year	616.00/week
	End 18 months	635.25/week

EXPLANATION: To add a new classification to Telecommunications Line of Progression. A beginning classification used at Fairfield Computer Center, Diablo Canyon Power Plant and General Office.

2406 TELECOMMUNICATIONS INSTALLER

An employee who is engaged in installing telecommunications equipment. The employee shall have the ability to install and terminate telecommunications wire and cable; install equipment racks, shelves, and earthquake bracing; install single and multi-line telephones and key telephone equipment; install radio and microwave antennas and transmission lines; assist with Telecommunications Technician in equipment/systems testing; perform housekeeping in telecommunications areas; communicate oral and written English satisfactorily; use hand and power tools safely.

Beginner's Classification

1

1987 Wage Rate:	Start	\$554.40/week
	End 6 months	577.50/week
	End 1 year	600.60/week
	End 18 months	616.00/week

EXPLANATION: To add a new classification to Telecommunications Line of Progression. A beginning classification who installs Telecommunications equipment and may assist Telecommunications Technicians in testing such equipment.

2401 APPRENTICE ELECTRICAL TECHNICIAN

An employee engaged in performing Electrical Technician's work as an assistant to or under the general direction of a technician. In order to gain experience for advancement to Electrical Technician, he may work alone or under indirect supervision on jobs for which he has been trained and instructed. The employee's educational and general qualifications must be such that he is considered capable of attaining technician status.

Next Lower Classifications

*0481 Appr. Electrician -Elec. Mtce. *0482 Appr. Electrician -Steam *0483 Appr. Electrician -Materials Same or Higher Classifications

0459 Electrician - Helms 0467(0484) Electrician - Elec. Mtce. & (Un.)

0468(0485) Electrician - Steam & (Un.) 0469(0486) Electrician - Materials & (Un.) 0472(0489) Electrician - D.C. & (Un.) 0477(0476) Trv. Elec. & (Un.) - Steam 0479(0491) Trv. Elec. - D.C. & (Un.) 0750 Elec. Maintenance Crew Foreman 2389 Telecommunications Tech. (Helms) 2390 Communication Technician (G.C.) 2391 Appr. Communication Tech. (G.C.) 2401 Appr. Electrical Technician 2407 Telecommunications Crew Foreman 2408 Appr. Telecommunications Technician 2409(2393) Telecommunications Technician & (Un.)

*At 2 yr. step or above.

An Electrician who is the successful bidder on a vacancy in the Apprentice Electrical Technician classification will be placed at the wage rate step applicable at the end of 24 months and, such employee will not have subsequent bids on Electrical Technician vacancies considered under Subsection 205.7(b) until he has accrued 24 months' classification seniority as an Apprentice Electrical Technician. In addition, he will not be considered for automatic progression to Unassigned Electrical Technician under the provisions of the Master Apprenticeship Agreement until he has accrued 30 months' classification seniority as an Apprentice Electrical Technician.

Note: An additional test has been established by written agreement between Company and Union (LA 6-3-64) under provisions of Section 205.11. The successful bidder shall be given this test. A score of 70 points is necessary to meet this test requirement before an employee is appointed to a vacancy.

0467 ELECTRICIAN

0459 ELECTRICIAN (Helms) (See LA 84-69 pg. 19)

An employee who is a journeyman and is engaged in performing all types of electrical work. When he is assigned to the maintenance and testing of impedance, carrier, and directional relays, he will work with and under the supervision of a Technician or other higher classified employee experienced in such work. His background of apprenticeship and experience must be such as to qualify him to perform his duties with skill and efficiency.

Next Lower Classification

0481 Apprentice Electrician

I. LEC

0459 Electrician - Helms 0466 Electrician (G.C.) (Service Center)

Same or Higher Classifications

0467(0484) Electrician - Elec. Mtce. & (Un.) 0469(0486) Electrician - Materials & (Un.) 0474 Electrician (G.C.) 0644 Technical Subforeman A - (G.C.) 0645 Technical Subforeman B - (G.C.) 0650 Subforeman A - (G.C. Station) 0653 Subforeman B - (G.C. Station) 0750 Elec. Maintenance Crew Foreman 0850 Working Foreman A - (G.C. Station) 0853 Working Foreman B *2389 Telecommunications Tech. (Helms) 2390 Communication Technician (G.C.) 2391 Appr. Communication Tech. (G.C.) 2400(2403) Electrical Tech. & (Un.) * 2401 Appr. Electrical Technician 2403 Electrical Technician - Helms

*2407 Telecommunications Crew Foreman

*2408 Appr. Telecommunications Tech. 2409(2393) Telecommunications Tech. & (Un.)

*An employee in either Apprentice Telecommunications Technician classification who was formerly classified as an Electrician may bid back to Electrician.

Note: Effective 12-10-69 an employee who entered or will enter any of the Apprentice Electrician classifications in the Divisions on or after December 10, 1966, and who remains in such classification until he has completed 30 months in the classification will not be required to meet the promotional test requirements in letters of agreement dated October 5, 1965, March 10, 1967: however, the provisions of Section 205.11 shall remain applicable.

0481 APPRENTICE ELECTRICIAN

An employee engaged in performing Electrician's work as an assistant to or under the general direction of a journeyman. In order to gain experience for advancement to Electrician, he may work alone or under indirect supervision on jobs for which he has been trained and instructed. The employee's educational and general qualifications must be such that he is considered capable of attaining journeyman status.

Next Lower Classifications

0922 Helper - Helms 0923 Helper - Material (Elec. Mtce.) 0925 Helper - Elec. Mtce. **2406 Telecommunications Installer** 2140 Transformer Repairman

Same or Higher Classifications

*0468(0485) Electrician - Steam & (Un.)
*0472(0489) Electrician - D.C. & (Un.)
*0477(0476)Trv. Electrician - Steam & (Un.)
*0479(0491) Trv. Elec. - D.C. & (Un.)
0481 Appr. Electrician - Elec. Mtce.
0482 Appr. Electrician - Steam
0483 Appr. Electrician - Steam
0483 Appr. Electrician - Materials
0624 Labor Foreman
1139 Electrical Machinist - Helms
1140(1143) Electrical Machinist & (Un.)
2160 Rigger - Electrical Maintenance
2391 Appr. Communication Tech. (G.C.)

2401 Appr. Electrical Technician

2408 Appr. Telecommunications Tech.

2620(2633) Welder - Elec. Mtce. & (Un.)

*May bid to Apprentice Electrician at the 2 yr. step.

23 IBEW 1245 UTILITY REPORTER/OCTOBER 1987 23

1139 ELECTRICAL MACHINIST (Helms)

A resident employee who is a journeyman and is engaged in performing precision work with all types of machine tools and is capable of welding and rigging. He performs duties of an Electrician with moderate skill. He is engaged in repairing, installing, and maintaining all types of mechanical and electrical equipment in hydroelectric plants, dams, and related facilities. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency.

In addition, he will be required to have the knowledge and capability of performing normal and emergency operating functions at the Helms Project. He may be also assigned to shift schedule, in accordance with the provisions of Section 202.17 of the Physical Agreement, due to irregular water or plant conditions.

Pursuant to the provisions of Section 202.11 of the Agreement, he will be required to work a schedule of ten consecutive workdays, with four consecutive days off.

Next Lower Classification

Same or Higher Classifications

1141 Apprentice Electrical Machinist 0750 Elec. Maintenance Crew Foreman 1139 Electrical Machinist - Helms 1140(1143) Electrical Machinist & (Un.) 2389 **Tele**communications Tech. (Helms) 2390 Communication Technician (**G.C.**) 2400(2403) Electrical Technician & (Un.) 2402 Electrical Technician - Helms 2407 Telecommunications Crew Foreman 2409(2393) Telecommunications Technician & (Un.)

1140 ELECTRICAL MACHINIST

An employee who is a journeyman and is engaged in performing precision work with all types of machine tools and is capable of welding and rigging. He performs duties of an Electrician with moderate skill. He is engaged in repairing, installing and maintaining all types of mechanical and electrical equipment in hydroelectric plants, dams and related facilities. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency.

Next Lower Classification

1141 Apprentice Electrical Machinist Same or Higher Classifications

0750 Elec. Maintenance Crew Foreman 1139 Electrical Machinist - Helms 1140(1143) Electrical Machinist & (Un.) 2389 **Tele**communications Tech. (Helms) 2390 Communication Technician (**G.C.**) 2400(2403) Electrical Tech. & (Un.) 2402 Electrical Technician - Helms 2407 Telecommunications Crew Foreman 2409(2393) Telecommunications Technician & (Un.)

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1141 APPRENTICE ELECTRICAL MACHINIST

An employee engaged in performing Electrical Machinist's work as an assistant to or under the general direction of a journeyman. In order to gain experience for advancement to Electrical Machinist, may work alone or under indirect supervision on jobs for which he has been trained and instructed. The employee's educational and general qualifications must be such that he is considered capable of attaining journeyman status.

Next Lower Classifications

0922 Helper - Elec. Mtce. - Helms 0925 Helper - Elec. Mtce. 2140 Transformer Repairman

Same or Higher Classifications

0459 Electrician - Helms 0467(0484) Electrician - Elec. Mtce. & (Un.)

0468(0485) Electrician - Steam & (Un.) 0469(0486) Electrician - Mats. & (Un.) 0472(0489) Electrician - DCPP & (Un.) 0477(0476) Trv. Electrician & (Un.) 0479(0491) Trv. Elec. - DCPP & (Un.) 0624 Labor Foreman 1141 Appr. Electrical Machinist 2160 Rigger 2389 **Tele**communications Tech. (Helms) 2390 Communication Technician **(G.C.)**

2391 Appr. Communication Technician (G.C.) 2408 Appr. Telecommunications Technician

2409(2393) Telecommunications Technician & (Un.)

2400(2403) Electrical Tech. & (Un.) 2401 Appr. Electrical Technician 2402 Electrical Technician - Helms 2620 Welder

2620 WELDER

An employee who is a journeyman and is engaged in performing both electric and gas welding on all types of equipment and piping. His background of experience must be such as to qualify him to perform these duties with skill and efficiency. He may also be required to lay out and erect piping, do necessary welding in connection with its installation; and, at times when there is no welding to be done, do miscellaneous maintenance work including blacksmithing.

Next Lower Classification

2630 Apprentice Welder

Same or Higher Classifications

0459 Electrician - Helms 0467(0484) Electrician - Elec. Mtce. & (Un.) 0750 Elec. Maintenance Crew Foreman 1139 Electrical Machinist - Helms 1140(1143) Electrical Machinist & (Un.) 2389 Telecommunications Tech. (Helms) 2390 Communication Technician (G.C.) 2391 Appr. Communication Tech. (G.C.) 2400(2403) Electrical Tech. & (Un.) 2401 Appr. Electrical Technician 2402 Electrical Technician - Helms **2407 Telecommunications Crew Foreman** 2408 Appr. Telecommunications Technician 2409(2393) Telecommunications Technician & (Un.) 2617 Welder (G.C.) 2619 Lead Welder (G.C.) Service Center

2619 Lead welder (G.C.) Service Center 2620 Welder 2622 AWS Certified Welder - G.C. 2625 Arc Welder - G.C. 2626(2623) Certified Welder & (Un.) 2627 Oxy- Acetylene Welder (G.C.) 2631(2632) Certified Welder - DCPP & (Un.) 2634(2635) Trv. Certified Welder -DCPP & (Un.)

2637(2636) Trv. Certified Welder - & (Un.)

2630 APPRENTICE WELDER

An employee who does both electric and acetylene welding and cutting of metals as an assistant to or under the general direction of a journeyman on all types of equipment and piping. In order to gain experience for advancement to Welder, he may work alone or under indirect supervision on jobs for which he has been trained and instructed; must study and become familiar with the properties of metals and procedures for preheating, welding and stress relieving, and the use of all tools and equipment required in the preparation and completion of welds; may advance to the classification of Welder upon completion of apprenticeship training and when a vacancy occurs, provided that satisfactory progress is shown in his ability to make proper welds. Since this work may be intermittent in nature, he also assists other journeymen and Mechanics as required.

Next Lower Classifications

0922 Helper - Helms 0925 Helper (Elec. Mtce.) 2140 Transformer Repairman

Same or Higher Classifications

0459 Electrician - Helms 0467(0484)Electrician - Elec. Mtce. & (Un.) 0624 Labor Foreman 0750 Elec. Maintenance Crew Foreman 1139 Electrical Machinist - Helms 1140(1143) Electrical Machinist & (Un.) 2160 Rigger 2389 Telecommunications Tech. (Helms) 2409(2393) Telecommunications Technician & (Un.) 2390 Communication Technician (G.C.) 2391 Appr. Communication Tech. (G.C.) 2400(2403) Electrical Tech. & (Un.) 2401 Appr. Electrical Technician 2402 Electrical Technician - Helms 2407 Telecommunications Crew Foreman 2408 Appr. Telecommunications Technician

2630 Apprentice Welder

EXHIBIT VII BEGINNER'S CLASSIFICATION

Unchanged except for: NIGHT GROUNDMAN* UTILITY PLANT CLERK (DCPP)* Nuclear Plant Operations-Clerical

*Will not be considered a beginning job for bidding purposes for employees in the same line of progression, but will be considered as a beginning job for all other employees. (*Exhibit amended* 1/1/88)

EXPLANATION: To make Night Groundman a priority one transferee to a Groundman position. To make Utility Plant Clerk (DCPP) a priority one transferee to a Routine Plant Clerk position.

BENEFIT AGREEMENT PART II GROUP LIFE INSURANCE

2.06 AMOUNT OF COVERAGE AND COST

A. Unchanged.

B. Unchanged.

C. Paragraph 1 unchanged.

Regardless of the amount of coverage elected, a Participant may not have that coverage decreased. However, a Participant who makes such an election will have an opportunity once each calendar year by submitting the appropriate form to the employer, to increase the amount of insurance coverage to any higher amount permitted by the provisions of this Section until full normal insurance coverage is attained by the Participant. Except when the Participant is on vacation or off due to a holiday, if a Participant is not actively at work at the time (e.g., on sick leave), an increase in the amount of coverage will become effective on the day the Participant returns to work. A Participant who has elected less than full coverage and who does not increase coverage for five consecutive years and who subsequently wishes to increase the coverage will be required to undergo and successfully pass a physical examination, at the Participant's expense. (Amended 1/1/88)

EXPLANATION: To reflect that increased life insurance coverage shall not become effective until a Participant returns to the active payroll.

2.07 EFFECT OF AN INCREASE OR DECREASE IN RATE OF PAY A. Unchanged.

B. OPTIONAL COVERAGE. Employees who are Participants on June 1, 1977, will have a one-time opportunity to freeze the amount of their coverage during a month in 1977 selected by the Administrator. Neither a pay raise nor a pay reduction will affect the amount of Participant's optional coverage nor the amount of coverage which Participant's may freeze. Participants who freeze their coverage may not have that coverage decreased. Participants who make such an election and who subsequently have salary increases will have an opportunity once each calendar year thereafter to increase the coverage on the same conditions and limitations as provided in the last two sentences of Subsection 2.06 B. Except when the Participant is on vacation or off due to a holiday, if a Participant is not actively at work at the time (e.g., on sick leave) the increased amount of coverage is scheduled to become effective, the increase in life insurance will become effective on the day the Participant returns to work. (Amended 1/1/88)

EXPLANATION: To reflect current practice that increased life insurance coverage will not become effective for an employee off work until the day the Participant returns to work.

BENEFIT AGREEMENT PART II LONG TERM DISABILITY PLAN

2.14 QUALIFICATION FOR BENEFIT PAYMENT

B. An ill or injured Participant may apply for Long Term disability benefits by submitting to the administrator a written request for such consideration, together with medical evidence of disability. A Participant who applies for early retirement because of illness or injury **shall be notified** that such Participant may be qualified for Long Term Disability benefits. (Amended 1/1/88)

EXPLANATION: To require the Company to notify the Participant who applies for early retirement that he may be eligible for Long Term Disability.

2.15 SUBSTANCE ABUSE

D. A Participant shall not be entitled to receive benefits under this Plan if the disabling condition is substance abuse involving the use of alcohol or of a controlled substance as defined under state of federal law, provided, however, that benefits shall not be denied to a Participant who, as a consequence of his substance abuse, is suffering from an illness or injury which otherwise would entitle him to benefits. (Amended 1/1/88)

EXPLANATION: To define eligibility for Long Term Disability coverage due to Substance Abuse.

2.16 AMOUNT OF LONG TERM DISABILITY BENEFIT PAYMENTS

Paragraph 1 unchanged.

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 be assumed that a Participant qualifies for such social security disability insurance benefit until and unless the Participant's claim is specifically rejected. The Administrator will assist Participants in filing claims and social security disability benefits and appealing adverse decisions for such benefits. (Amended 1/1/88)

Rest of Section unchanged.

EXPLANATION: To include social security back-pay awards if participant is qualified for such benefits. (Clarifies existing practice.)

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2.22 WAIVER OF GROUP LIFE INSURANCE PREMIUMS

If the Company determines that a Participant is disabled and is eligible to receive Long Term Disability Benefits, or would have been eligible to receive benefits, but for the fact that they are receiving Temporary Workers' Compensation Benefits and supplemental benefits for industrial injury, such Participant makes no further contributions to the Group Life Insurance Plan. The face amount of Participant's Group Life Insurance remains in force, as provided in Section 2.06, at no cost to the Participant, as long as such Participant remains eligible for Long Term Disability benefits as provided in Section 2.19. (Amended 1/1/88)

EXPLANATION: To add language to suspend payment of Group Life Insurance premiums if Participant is on Industrial Injury or Worker's Compensation.

BENEFIT AGREEMENT PART III RETIREMENT PLAN

3.06 BASIC PENSION BENEFIT FORMULA A. Update Basic Pension Table for January 1, 1988 and 1989 and amend 1 to read:

1. ADDITIONAL RETIREMENT INCOME

Each Participant shall upon retirement, in addition to the monthly pension benefit provided for in Subsection 3.06A above, be entitled to additional monthly pension income, as computed below, for shift premiums, Sunday premiums, and nuclear premiums.

Additional Retirement Income is Computed as follows:

The actual straight-time compensation received by Participant for shift premiums, Sunday premiums, and nuclear premiums during Participant's **last calendar year** prior to retirement shall be totaled and divided by **52** (weeks in **a** year) which will result in an average premium per week. The average premium per week will then be multiplied by the current factor which will result in a monthly benefit per year of Service amount. The factor referred to is computed on the effective date of any Plan agreement by dividing applicable first year Monthly Benefit Per Year of Service amount. For example, assuming **the 1988** Pension Band **15** applies to a Participant who retires in any year of the contract term, the factor would be .05802 (\$36.55 - \$629.99). The monthly benefit per year of Service amount will then be multiplied by the Participant's Credited years of Service which will result in the Additional Monthly Retirement Income.

Example: (Added 1/1/88):

1.	Total of Shift, Sunday & Nuclear Premiur	ns		
	Received in Previous Calendar Year		\$2	,050.46
2.	Weeks in One Year	÷		52
3.	Average Premium Per Week	An other states	\$	39.43
4.	Current Factor (\$36.55/\$629.99)	Х		.05802
5.	Monthly Benefit Per Year of Service	=	\$	2.29
6.	Participants Credited Years of Service	Х		30
7.	Additional Monthly Retirement Income	=	\$	68.70

EXPLANATION: The calculation of additional retirement income from highest consecutive years to the last calendar year. This section no longer includes temporary upgrades and traveling adjustments.

3.06 BASIC PENSION BENEFIT FORMULA A. Pension Band Table

Monthly Benefit Per Basic Weekly Pay Year of Service as of 1/1/88 **Pension Plan** Up to 489.99 28.43 1 29.01 490 to 499.99 2 29.59 500 to 509.99 3 510 to 519.99 4 30.17 30.75 520 to 529.99 5 31.33 530 to 539.99 6 540 to 549.99 7 31.91 559.99 32.49 550 to 8 33.07 569.99 9 560 to 570 to 579.99 10 33.65 580 to 589.99 34.23 11 34.81 599.99 590 to 12 600 to 609.99 13 35.39 610 to 619.99 14 35.97 36.55 629.99 620 to 15 630 to 639.99 16 37.13 640 to 649.99 17 37.71 38.29 659.99 18 650 to 669.99 660 to 19 38.87 679.99 20 39.45 670 to 680 to 689.99 21 40.03 40.61 690 to 699.99 22 700 to 709.99 23 41.19 710 to 719.99 24 41.77 25 42.35 720 to 729.99 730 to 739.99 26 42.93 740 to 749.99 27 43.51 28 44.09 759.99 750 to 760 to 769.99 29 44.67 770 to 779.99 30 45.26

IBEW 1245 UTILITY REPORTER/OCTOBER 1987

25

Basic We		Pension Plan	Monthly Benefit Per Year of Service
780 to	789.99	31	45.84
790 to	799.99	32	46.42
800 to	809.99	33	47.00
810 to	819.99	34	47.58
820 to	829.99	35	48.16
830 to	839.99	36	48.74
840 to	849.99	37	49.32
850 to	859.99	38	49.90
860 to	869.99	39	50.48
870 to	879.99	40	51.06
880 to	889.99	41	51.64
890 to	899.99	42	52.22
900 to	909.99	43	52.80
910 to	919.99	44	53.38
920 to	929.99	45	53.96
930 to	939.99	46	54.54
940 to	949.99	47	55.12
950 to	959.99	48	55.70
960 to	969.99	49	56.28
970 to	979.99	50	56.86
980 to	989.99	51	57.44
990 to	999.99	52	58.02
1000 and	up	53	58.60
5			
Basic W	eekly Pay		Monthly Benefit Per
	1/1/89	PensionBand	Year of Service
Up to	509.99	a sel successive a	29.59
510 to	519.99	2	30.17
520 to	529.99	3	30.75
530 to	539.99	4	31.33
540 to	549.99	5	31.91
550 to	559.99	6	32.49
560 to	569.99	7	33.07
570 to	579.99	8	33.65
580 to	589.99	9	34.23
590 to	599.99	10	34.81
600 to	609.99	11	35.39
610 to	619.99	12	35.97
620 to	629.99	13	36.55
630 to	639.99 649.99	14	37.13
640 to 650 to	659.99	15 16	37.71 38.29
660 to	669.99	gining th 17 min stip	38.87
670 to			39.45
680 to	689.99	19	40.03
690 to	699.99	20	40.61
700 to	709.99	21	41.19
710 to	719.99	22	41.77
720 to	729.99	23	42.35
730 to	739.99	24	42.93
740 to	749.99	25	43.51
750 to	759.99	26	44.09
760 to	769.99	27	44.67
770 to	779.99	28	45.26
780 to	789.99	29	45.84
790 to	799.99	30	46.42
800 to	809.99	31	47.00
810 to	819.99	32	47.58
820 to	829.99	33	48.16
830 to	839.99	34	48.74
840 to	849.99	35	49.32
850 to	859.99	36	49.90
860 to	869.99	37	50.48
870 to	879.99	38	51.06
880 to	889.99	39	51.64
890 to	899.99	40	52.22
900 to	909.99	41	52.80
910 to	919.99	42	53.38
920 to	929.99	43	53.96
930 to	939.99	44	54.54
940 to	949.99	45	55.12

3.06 BASIC PENSION BENEFIT FORMULA

EXPLANATION: To reflect 1988 wages. The plan will be amended as of 1/1/89 to reflect the Basic Weekly Pay determined as of 1/1/89 instead of 1/1/88. Pension Bands for 1990 will be negotiated in the fall of 1989.

46

47

48

49

50

51

52

53

55.70

56.28

56.86

57.44

58.02

58.60

59.18

59.76

B. Unchanged.

959 99

969.99

979.99

989.99

999.99

1009.99

1019.99

950 to

960 to

970 to

980 to

990 to

1000 to

1010 to

1020 and up

C. A monthly amount equal to 1 percent of the average of the final 36 months of the Participant's Covered Compensation, multiplied by the number of whole and fractional years of Service preceding Normal Retirement Date. (Added 1/1/88)

EXPLANATION: To delete an old pre-1977 pre-pension band formula that was grandfathered for 10 years and now expired. Added a new 1% formula to be used mainly by the Company to compute a more constant minimum pension fund contribution cost. The pension bank formula continues to determine your pension.

1% Minimum Floor Language

Largely due to a new accounting rule that affects most major employers, PGandE and the IBEW have agreed to revise the Retirement Plan effective January 1, 1988. The current formula for non-management employees will be amended to include a new 1% minimum floor benefit. This revision will not impact current employee benefits, but will better allow the Company to implement the new accounting rule. Your retirement benefit will continue to be calculated in the same manner as in the past.

3.07 EARLY RETIREMENT PENSION BENEFIT FORMULA A. Unchanged.

B. Unchanged except as indicated in Paragraph 6 below.

6. if Participant has at least 30 but less than 35 years of Service and is less than 60 years of age on the Early Retirement Date, the amount of the Basic Pension shall be reduced by one-half of one percent for each month **between Participant's 59th and 60th birthdays (a maximum of 6 percent for that one year)** and further reduced by one-fourth of one percent for each month (three percent per year) by which Participant's Early Retirement Date precedes Participant's 59th birthday; or (Amended 1/1/88)

EXPLANATION: To clarify language and match chart in Special Provision B – no change in application.

3.08 PENSIONS WHERE EMPLOYMENT ENDS BEFORE AGE 55

Until January 1989, a Participant with at least 10 years of Service will be designated as a former Employee rather than a retired Employee if such Participant's Service ends before the first day of the month which follows the Participant's 55th birthday. Effective January 1, 1989, any Participant with at least 5 years of Service will be designated as a former Employee if such Participant's Service ends before the first day of the month which follows the Participant's 55th birthday. Such former Employee has a vested right to receive a Pension with the same rights of election and in the same amounts as provided in Section 3.07, provided that the earliest election date for commencement of Pension payments is the first day of the month after the Participant's 55th birthday. Such a Participant is also entitled to the elections provided in Sections 3.10 (Forms of Pension), 3.12 (Withdrawal of Participant Contributions on Termination of Employment), 3.13 (Death Benefits in Certain Cases), and 3.14 (Facility of Payment). (Amended 1/1/88)

EXPLANATION: To have retirement vest after 5 years if service ends prior to 55th birthday. Effective 1/1/89.

3.09 DEFERRED RETIREMENT

An employee who continues employment beyond the normal retirement date, as provided for in Section 3.05, shall not be entitled to a pension until Participant's actual retirement date. (Amended 1/1/88)

EXPLANATION: To state that an employee no longer has to give written notice to continue employment beyond normal retirement date.

3.14 FACILITY OF PAYMENT

If the amount of Pension payable under the Plan to any individual is less than \$10 per month, the equivalent value may be paid in quarterly, semiannual or annual amounts or in a lump sum (if the present value of the Pension does not exceed **\$3,500.00**) as directed by the Administrator. If the Administrator determines that any individual entitled to any payment under the Plan is physically or mentally incompetent to handle the payment and no guardian or conservator has been appointed to receive such payment, the Administrator may cause all payments thereafter becoming due to such individual to be applied for and on behalf of and for the benefit of such individual. Payments made pursuant to this provision shall completely discharge the Employer, the Administrator, the Trustee, and all fiduciaries of all further responsibility with respect to such individual. (Amended 1/1/88)

EXPLANATION: The Retirement Plan to comply with the Retirement Equity Act of 1984 by increasing limit from \$1,750.00 to \$3,500.00.

SPECIAL PROVISION C JOINT PENSION WITH NON-SPOUSE (Entire Provision Amended 1/1/88)

The amount of Non-Spouse Joint Pension shall be determined by the use of Actuarial Tables which provide 12%, 16%, 25%, 33-1/3%, 50%, 66-2/3%, 75% and 100% of the Joint Pension to a non-spouse Joint Pensioner who survives the death of the Participant.

Partial Actuarial Tables of 50% and 100% have been attached. The following tables illustrate the factors to be applied for typical options which may be elected for 50% and 100%.

EXAMPLE. Assume the Participant is age 62 and elects a 50% or 100% option with a non-spouse age 50. Also assume that the Participant's Basic Pension is \$1000 per month.

Non- Spouse	Optio	n	Basic	Reduced	Non- Spouse's	Non-Spouse's Pension in Event of
Option	Facto	r	Pension	Pension	Portion	Participant Death
50%	.861	x	\$1000 =	\$861 x	.50	\$ 430.50
100%	.756	'x	\$1000 =	\$756 x	1.00	\$756.00

Tables for 12%, 16%, 33-1/3%, 66-2/3%, or 75% are available upon request. Tables for Beneficiary's Age at Pensioner's Retirement of less than 25 years or greater than 84 years are also available upon request.

NOTE: Language subject to change pending legal review.

EXPLANATION: Amend Special Provision C to add charts similar to Joint Pension with Spouse found in Special Provision D.

FACTORS TO BE APPLIED TO EMPLOYEE'S RETIREMENT INCOME TO DETERMINE INCOME UNDER CONTINGENT ANNUITANT OPTION IF 50% OF SUCH INCOME IS CONTINUED TO CONTINGENT ANNUITANT

Beneficiary's	-									20.2	14					E	Beneficiary's
Age at					5	Pensio	oner W	/hose	Retire	ment	Age is						Age at
Pensioner's																	Pensioner's
Retirement	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	Retirement
25	.844	.836	.827	.817	.807	.797	.786	.775	.763	.751	.738	.725	.711	.697	.682	.667	25
26	.847	.838	.829	.819	.809	.779	.788	.777	.765	.753	.740	.727	.713	.699	.684	.669	26
27	.849	.840	.831	.821	.811	.801	.790	.779	.767	.755	.742	.729	.715	.701	.686	.671	27
28	.851	.842	.833	.824	.814	.803	.793	.781	.769	.757	.745	.731	.718	.703	.689	.674	28
29	.853	.844	.835	.826	.816	.806	.795	.784	.772	.760	.747	.734	.720	.706	.691	.676	29
			210			119		12.1				89.					
30	.855	.847	.838	.828	.818	.808	.797	.786	.774	.762	.750	.736	.723	.708	.694	.679	30
31	.858	.849	.840	.831	.821	.811	.800	.789	.777	.765	.752	.739	.725	.711	.696	.681	31
32	.860	.852	.843	.833	.824	.813	.803	.792	.780	.768	.755	.742	.728	.714	.699	.684	32
- 33	.863	.854	.846	.836	.826	.816	.806	.794	.783	.771	.758	.745	.731	.717	.702	.687	33
34	.866	.857	.848	.839	.829	.819	.809	.797	.786	.774	.761	.748	.734	.720	.705	.690	34
S. 11 P.		. 1.1.											-		1		
35													.737	.723	.708	.693	35
36				.845										10000	.712		36
37	.874	.866	.857	.848	.839	.829	.818	.807	.796	.784	.771	.758	.744	.730	.715	.700	37
38													.748				38
39	.880	.872	.864	.855	.845	.835	.825	.814	.803	.791	.778	.765	.752	.737	.723	.708	39
111 2 11											***			-			
40	1000	120.21	1000		1945	2225	1000	12000	1.1.1.1	21503	C 1427.	10000	.756		19101	100	40
41		1000	12.24				1222	10000					.760				= 41 2
42	1222	1000		1000	1000	10.00	1976-5	12.52	1.1	33.33	1993		.764	129	12.580	Delivery	42
43											C. C. Starl		.768	a desta de		(D. Contract	43
44	.897	.889	.881	.873	.804	.854	.844	.834	.823	.811	.199	.760	.773	.159	.744	.129	141C
45	000	802	0.05	976	969	959	049	020	927	816	802	701	.777	764	740	724	45
46													.782				46
47													.787				47
48													.792				48
59													.798				49
55					.004		.000	.000	.010	.000	.020						15
50	.918	.911	.904	.896	.888	.880	.870	.861	.850	.840	.828	.816	.803	.790	.775	.761	50
51	.921	.915	.908	.900	.892	.884	.875	.866	.855	.845	.833	.821	.808	.795	.781	.767	51
201													.814				52
a 35													.820				53
54	.932	.926	.919	.913	.905	.897	.889	.880	.870	.860	.849	.838	.826	.813	.799	.785	54

FACTORS TO BE APPLIED TO EMPLOYEE'S RETIREMENT INCOME TO DETERMINE INCOME UNDER CONTINGENT ANNUITANT OPTION IF 100% OF SUCH INCOME IS CONTINUED TO CONTINGENT ANNUITANT

Beneficiary's	6																Beneficiary's
Age at						Pensi	oner V	Vhose	Retire	ment	Age is						Age at
Pensioner's																	Pensioner's
Retirement	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	Retirement
25	.731	.718	.704	.691	.676	.662	.647	.632	.617	.601	.585	.568	.551	.535	.518	.500	25
26	.734	.721	.707	.694	.679	.665	.650	.635	.619	.603	.587	.571	.554	.537	.520	.503	26
27	.737	.724	.710	.697	.683	.668	.653	.638	.622	.606	.590	.574	.557	.540	.523	.505	27
28	.740	.727	.714	.700	.686	.671	.656	.641	.625	.609	.593	.576	.560	.543	.525	.508	28
29	.744	.731	.717	.703	.689	.675	.660	.644	.629	.613	.596	.580	.563	.545	.528	.511	29
30	.747	.734	.721	.707	.693	.678	.663	.648	.632	.616	.599	.583	.566	.549	.531	.514	30
31	.751	.738	.725	.711	.696	.682	.667	.651	.636	.619	.603	.586	.569	.552	.534	.517	31
32	.755	.742	.728	.715	.700	.686	.671	.655	.639	.623	.607	.590	.573	.555	.538	.520	32
33	.759	.746	.732	.719	.704	.690	.675	.659	.643	.627	.610	.593	.576	.559	.541	.523	33
34	.763	.750	.737	.723	.708	.694	.679	.663	.647	.631	.614	.597	.580	.562	.545	.527	34
35	.768	.754	.741	.727	.713	.698	.683	.667	.651	.635	.618	.601	.584	.566	.549	.531	35
36	.772	.759	.746	.732	.717	.703	.687	.672	.656	.639	.623	.606	.588	.570	.553	.535	36
37	.777	.764	.750	.736	.722	707	.692	.677	.661	.644	.627	.610	.593	.575	.557	.539	37
. 38	.781	.768	.755	.741	.727	.712	.697	.681	.665	.649	.632	.615	.597	.579	.561	.543	38
39	786	.773	.760	.746	.732	.717	.702	.687	.670	.654	.637	.620	.602	.584	.566	.548	39
40	.791	.779	.765	.751	.737	.723	.707	.692	.676	.659	.642	.625	.607	.589	.571	.552	40
41	.797	.784	.771	.757	.743	.728	.713	.697	.681	.665	.648	.630	.612	.594	.576	.557	41
42	.802	.789	.776	.762	.748	.734	.719	.703	.687	.670	.653	.636	.618	.660	.581	.563	42
43	.807	.795	.782	.768	.754	.740	.724	.709	.693	.676	.659	.642	.624	.605	.587	.568	43

Beneficiary's	23															1	Beneficiary's	
Age at					1	Pensio	oner W	/hose	Retire	ment	Age is	-					Age at	
Pensioner's																	Pensioner's	
Retirement	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	Retirement	
44	.813	.800	.788	.774	.760	.746	.731	.715	.699	.682	.665	.648	.630	.611	.593	.574	44	
45	.819	.806	.793	.780	.766	.752	.737	.721	.705	.689	.671	.654	.636	.618	.599	.580	45	
46	.824	.812	.799	.786	.773	.758	.743	.728	.712	.695	.678	.660	.642	.624	.605	.586	46	
47	.830	.818	.806	.793	.779	.765	.750	.734	.718	.702	.685	.667	.649	.631	.612	.593	47	
48	.836	.824	.812	.799	.785	.771	.757	.741	.725	.709	.692	.674	.656	.638	.619	.600	48	
49	.842	.830	.818	.805	.792	.778	.764	.748	.732	.716	.699	.681	.663	.645	.626	.607	49	
50	.848	.837	.825	.812	.799	.785	.771	.756	.740	.723	.706	.689	.671	.652	.633	.614	50	
51	.854	.843	.831	.819	.806	.792	.778	.763	.747	.731	.714	.697	.679	.660	.641	.622	51	
52	.860	.849	.838	.826	.813	.799	.785	.770	.755	.739	.722	.705	.687	.668	.649	.630	52	
53	.866	.855	.844	.832	.820	.807	.793	.778	.763	.747	.730	.713	.695	.676	.657	.638	53	
54	.872	.862	.851	.839	.827	.814	.800	.786	.771	.755	.738	.721	.703	.685	.666	.646	54	

SPECIAL PROVISION H MAXIMUM PENSION

Paragraph 1 unchanged.

In addition to other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, the accrued benefit, including the right to any optional benefit provided in the Plan (and all other defined benefit plans required to be aggregated with this Plan under the provisions of Section 415 of the Internal Revenue Code of 1954) shall not increase to an amount in excess of the amount permitted under Section 415 of the Internal Revenue Code of 1954 as amended by the Tax Equity and Fiscal Responsibility Act of 1982 and as further amended by the Tax Reform Act of 1986. (Amended 1/1/88)

EXPLANATION: To include reference to Tax Reform Act of 1986.

SPECIAL PROVISION K VOLUNTARY RETIREMENT INCENTIVE PROGRAM

EXPLANATION: Special Provision K; To provide language for Voluntary Retirement Incentive Program as negotiated in Letter Agreement R2-87-41-PGE.

BENEFIT AGREEMENT PART IV SAVINGS FUND PLAN

4.01 ELIGIBILITY

An employee becomes an Eligible Employee upon completion of **one year** of Service. Once eligibility occurs it continues as long as the employee remains a Bargaining Unit employee and Service continues. **(Amended 1/1/88)**

EXPLANATION: To let an eligible employee participate in Savings Fund Plan after 1 year of Service, without matching contributions by the Company.

4.02 PARTICIPATION

A. To become a participant, an Eligible Employee must submit a completed application form to the Plan Administrator. In the application form, the Eligible Employee:

(1) authorizes the Employer to reduce his Covered/Compensation by a stated percentage and to contribute such amount to the Plan as a 401(k) Contribution; **and/or (Amended 1/1/88)**

(2) elects to make Non-401(k) Contributions, if any, to the Plan; and
 (3) instructs the Plan Administrator as to the manner in which employee contributions are to be invested.

B. Unchanged

EXPLANATION: To add language including "and/or", so that employees with one year service may contribute to 401(k) Plan without matching Company contributions.

4.03 EMPLOYEE CONTRIBUTIONS

To become a contributing participant. an Eligible Employee **whose** contributions are eligible for matching Employer Contributions must make 401(k) Contributions to the Plan. An Eligible Employee whose contributions are not eligible for matching Employer contributions may make either 401(k) or Non-401(k) contributions to the Plan. Participants who make 401(k) Contributions equal to the maximum amount eligible for matching Employer Contributions under Subsection 4.03A.(1), below, may also make additional contributions to the Plan. Such additional contributions may be made as 401(k) Contributions or as Non-401(k) Contributions or a combination of both. (Amended 1/1/88)

All contributions withheld by the Employer from Covered Compensation are paid over to the Trustee, unconditionally credited to the participant's account and invested in accordance with the participant's instructions.

A. 401(k) Contributions. A 401(k) Contribution is an election to defer the receipt of a specified whole percentage of Covered Compensation which would otherwise be currently payable to a participant. The Employer shall reduce the participant's Covered Compensation by an amount equal to the percentage of the 401(k) Contribution elected by the participant **subject to the \$7,000 limit multiplied by the adjustment factor as prescribed by the Secretary of the Treasury.** Under current law, 401(k) Contributions deferred by a participant under the Plan are not subject to federal or state income tax until actually withdrawn or distributed from the Plan. (Amended 1/1/88)

(1) 401(k) Contributions are eligible for matching Employer Contributions as described in Section 4.04. Although a participant may elect to defer up to 14 percent of Covered Compensation to the Plan, the maximum amount of a participant's 401(k) Contributions eligible for matching Employer Contributions shall be one of the following percentages of Covered Compensation:

(i) zero percent, with at least one year but less than three years of Service; or (Amended 1/1/88)

(ii) up to 3 percent, with at least three but less than five years of Service; or

(iii) up to 4 percent, with at least five but less than 10 years of Service;
 or
 (iv) up to 5 percent, with at least 10 but less than 15 years of Service; or

(v) up to 6 percent, with at least 15 years of Service.

(vi) for a participant who is absent from work and receiving temporary

compensation under any state Worker's Compensation Law or under the Company's Long Term Disability Plan, the larger of:

a) the maximum percentage calculated under (ii), (iii), (iv), or (v), whichever is applicable; or (Amended 1/1/88)

b) the dollar amount which was eligible for matching Employer Contributions immediately before the participant's absence began.

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.

A participant whose contributions are not eligible for matching Employer Contributions may elect to make 401(k) Contributions and/or Non-401(k) Contributions to the Plan. A participant who has elected to make a 401(k) Contribution equal to the maximum amount eligible for matching Employer/Contributions under Subsection 4.03A.(l), above, may also elect to make additional 401(k) Contributions and/or Non-401(k) Contributions to the Plan, but such contributions are not matched by Employer Contributions. (Amended 1/1/88)

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 14 percent of the participant's Covered Compensation.

C. Change in rate of participant contributions. By appropriate Notice, a participant may stop making contributions, change the rate of contributions, or resume making contributions at any time. (Amended 1/1/88)

EXPLANATION: So that all contributions eligible for matching funds must be 401(k) contributions. Contributions not eligible for matching funds may be either 401(k) or non-401(k) contributions.

To say that 401(k) contributions are limited to a \$7,000 limit multiplied by the adjustment factor prescribed by the Secretary of the Treasury.

To clarify that matching funds are 0% from 1 year to 3 years of service.

To explain that contributions not eligible for matching funds may be either 401(k) or non-401(k) contributions.

To provide that a participant may stop, change the rate of contribution or resume making contributions at any time.

4.04 EMPLOYER CONTRIBUTIONS

A. Each and every time that participants make 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 401(k) Contributions eligible for matching Employer Contributions under the provisions of Subsection 4.03A.(1). The Company shall charge to each Employer its appropriate share of matching Employer Contributions. (Amended 1/1/88)

B. Unchanged. C. Unchanged.

EXPLANATION: To clarify that only eligible contributions will be matched.

4.06 COMPANY STOCK FUND

A. Unchanged.

B. Unchanged.

C. Computation of Averaged Cost. The cost to the TRUSTEE of all COMPANY STOCK purchased directly from the COMPANY shall be the averaged cost. The averaged cost for all COMPANY STOCK held in the COMPANY STOCK FUND is the average of the mid-points of the daily high and low composite prices for the period for which the money was contributed. The averaged cost for COMPANY STOCK purchased with dividends will be averaged over the five trading days immediately preceding receipt of the dividends by the TRUSTEE. (Amended 1/1/88)

D. Voting of COMPANY STOCK. Each and every time shareholders who are not participants in the PLAN are entitled to vote COMPANY STOCK, participants shall have an absolute right to vote COMPANY STOCK. Whenever participants are given the opportunity to vote COMPANY STOCK, the TRUSTEE shall inform each participant of all relevant material received by the TRUSTEE with a written request for confidential voting instructions. The TRUSTEE is required to vote the COMPANY STOCK credited to a participant's account as the participant directs. If the participant does not give such instructions within the required time, the TRUSTEE may **not** vote **any** COMPANY STOCK in a participant's account. (Amended 1/1/88)

EXPLANATION: To change way that stock price is averaged. The Trustees must have Proxy to vote shares.

4.25 DEFINITIONS

Unchanged except for:

BENEFICIARY: **The** person or persons the participant designates to receive any distribution due under the Plan, in the event of a participant's death. **For** a married participant, the participant's spouse shall automatically be the Beneficiary unless the participant, with the written consent of his spouse, elects to designate another person or persons to be Beneficiary. The consent of the spouse shall be in writing, shall acknowledge the effect of the consent, and shall be witnessed by a notary public or Plan representative. A participant designates a Beneficiary on a Designation of Beneficiary Form available from his Division or General Office Human Resources Department. (Amended 1/1/88)

EXPLANATION: The Savings Fund Plan to comply with the Retirement Equity Act of 1984.

BENEFIT AGREEMENT PART V TRASOP AND PAYSOP PLAN

5.22 DEFINITIONS

• Unchanged except for:

BENEFICIARY: **The** person or persons the participant designates to receive any distribution due under the Plan, in the event of a participant's death. **For** a married participant, the spouse shall automatically be the Beneficiary unless the participant, with the written consent of his spouse, elects to designate another person or persons to be Beneficiary. The consent of the spouse shall be in writing, shall acknowledge the effect of the consent, and shall be witnessed by a notary public or Plan representative. A participant designates a Beneficiary on a Designation of Beneficiary Form available from his Division or General Office Human Resources Department. (Amended 1/1/88)

EXPLANATION: The TRASOP and PAYSOP Plan to comply with the Retirement Equity Act of 1984.

PART VI - TERM

6.01 A Union Pension Contract having taken effect as of January 1, 1954, and having been amended January 1, 1959, January 1, 1964, January 1, 1969, January 1, 1974, January 1, 1977, January 1, 1981, January 1, 1983, and last amended **January 1, 1988**, and herein referred to as the Benefit Agreement, shall continue in effect as amended for the term January 1, **1988** to January 1, **1991**, and shall continue thereafter for terms of one year each unless written notice of termination is given by either Union or an Employer to the other 120 days prior to the end of the then current term. (Amended 1/1/88)

EXPLANATION: To provide for a 3-year term.

6.02

A. If either an Employer or Union desires to amend this Benefit Agreement, it shall give written notice thereof to the other 120 days prior to the end of the then current term, in which event the parties shall commence negotiations on any proposed amendment as soon as practicable after such notice has been given. Failure to the parties to agree on any such proposed amendment shall not cause termination of this Benefit Agreement unless either party has given notice of termination as provided in Section 6.01 of this Part VI.

B. Notwithstanding the Provisions of Section 6.01 above, either party to this Agreement may upon written notice to the other on or before October 1, 1989 reopen the Basic Pension Table in Section 3.06 and/or Special Provisions (Pension and LTD adjustments) of Part III (Retirement Plan) hereof. (Amended 1/1/88)

HEALTH, DENTAL, VISION

HEALTH, DENTAL AND VISION BENEFIT AGREEMENT HEALTH PLAN OPTIONS

From time to time the Company will allow retirees the opportunity to change Health Plans during the same open enrollment period offered to active employees.

In 1987, an open enrollment period for retirees will be conducted from October 26 to November 13 for changes effective January 1, 1988.

EXPLANATION: To provide open enrollment periods for retirees to change health plans. The first open period is at the same time as regular employees. The next period is in 1991.

Section 5. Payment of Premiums by Employer (a) Dental

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide dental benefits for its employees and their dependents. 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 1988. 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.

	1988 Basic Monthly Premium Equivalents
Employee only	\$ 26.50
Employee and one dependent	\$ 45.05
Employee and two or more dependents	\$ 68.89

(b) Vision Care

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide vision care benefits for its employees and their dependents.

The table below indicates the premium equivalents for Plan Year 1988. The premium equivalents for any following Plan Year shall be established in September of the preceding year on the basis of Vision Service Plan estimates for the following year based on experience to that date and trends.

and a set of the constant of the set of the s Set of the set	1988 Basic Monthly Premium Equivalents
Employee only	\$ 4.98
Employee and one dependent	\$ 9.97
Employee and two or more dependents	\$ 13.68

(c) Health

En En

(En

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide health plan benefits for its regular employees and their dependents as provided for in Exhibit C, the base plan, or an equal or lesser amount as is necessary to pay the premiums of an HMO Plan as such employee may elect, as described in Exhibits D, E, F, G, H, J, K, L, **M**, **N**, and **O**. The table below indicates the HMO premium equivalents for Plan Year 1988. The premium equivalents for any following plan year shall be established in September of the preceding year on the basis of Blue Cross estimates for the following year based on experience to that date and trends.

	*198 8 Basic Monthly Premium Equivalents
nployee only	\$113.79
nployee and one dependent	\$245.94
ployee and two or more dependents	\$331.84

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. 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, additional qualified HMOs may be included in this Agreement, to become effective on the first day of the following calendar year. *(Amended 1/1/88)*

(b) Unchanged.(c) Unchanged.

(c) Onenangeu.

EXPLANATION: To include reference to Knox-Keene Act of 1975.

Section 11. COBRA Continuation

Effective January 1, 1988, the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 requires that the Company provide group health benefits to individuals who would otherwise lose coverage under the Company's plans (i.e., medical, dental and vision plans) due to certain "qualifying events" listed below.

COBRA will not affect the continued group medical plan coverage currently offered to employees, retirees, eligible dependents and surviving spouses.

The COBRA Continuation Program shall provide that:

A. Coverage can be extended up to 18 months if one of the following "qualifying events" occurs on or after January 1, 1988:

• Employment with the Company terminates for any reason other than gross misconduct, or

• If group health coverage would otherwise end due to a reduction in work hours.

B. Coverage for eligible dependents can be extended up to 36 months if one of the following "qualifying events" occurs on or after January 1, 1988:
Employee dies while being covered as a plan participant

(dependents have a choice of continuing their coverage under COBRA or under the surviving family member coverage provisions of PG&E's plans); or

• Employee and spouse become legally separated or divorced; or

• A dependent child no longer qualifies as an eligible dependent under the plan.

If any one of the qualifying events listed above occurs during an 18month continuation period, covered dependents may elect to continue coverage for up to 36 months from the date of the initial qualifying event. Dependents must be enrolled as a dependent under the group health plan at the time of the qualifying event to be eligible for continuation coverage

Dependents must be enrolled as a dependent under the group health plan at the time of the qualifying event to be eligible for continuation coverage under COBRA. C. The 18 or 36-Month Extension Will Not Apply:

 to any Company-provided medical, dental or vision plan which is terminated.

• if required premium is not paid within 31 days of the premium due date.

• If employee or dependents become covered by any other group health plan.

• If former spouse remarries and becomes covered under another group health plan.

 If dependents become eligible for Medicare. (Medicare eligibility terminates coverage only for the Medicare-eligible individual.)
 D. Cost of Continuation Coverage

Continuation coverage will cost 102% of the group health plan premium as established in Section 5.

E. How to Obtain COBRA Continuation Coverage

In the event of an employee's termination of employment. retirement, or death, the Company will notify the employee/retiree and/or eligible dependents of their right to continuation coverage with 44 days from the date coverage would be lost.

In the event of a divorce, legal separation or child losing dependent status under the group health plan, the employee or their dependents are responsible for notifying the Company to obtain continuation coverage. The employee has 60 days from the date of the qualifying event to notify the Company. The Company will notify the dependents of their right to choose continuation coverage within 14 days of receiving a written notice. Failure to notify the company within 60 days of a qualifying event will be considered an election not to continue coverage. Requests for continuation coverage should be sent to the local Human Resources Department.

F. Individual Medical Plan Conversion Privileges

Nothing in this section will affect the right of an employee or their eligible dependent to convert group medical plan coverage to an individual plan upon becoming ineligible for group coverage. An employee or former employee may convert to an individual plan at any time during the last 180 days of your 18 or 36-month COBRA continuation coverage period or within 31 days from the date coverage ends. (Added 1/1/88)

EXPLANATION: To provide that the Company will offer the Consolidated Omnibus Budget Reconciliation Act (COBRA) to employees, retirees and eligible dependents as provided for in COBRA.

Section 12. Exhibits (Amended 1/1/88)

The following Exhibits are attached hereto and made a part hereof: Exhibit A – Dental Plan (**Delta Dental**) Exhibit B – Vision Care Plan Exhibit C – Medical Service Plan (Blue Cross of California) (Section 1990) Exhibit D – Kaiser Foundation Health Plan Exhibit E – Foundation Health Plan Exhibit F – **Maxicare** Exhibit G – Health Plan of the Redwoods Exhibit H – Bay Pacific Health Plan, Inc. Exhibit J – Lifeguard Exhibit K – Heals Plan Exhibit L – Health Net **Exhibit M – Health Plan of America Exhibit N – TakeCare Exhibit O – ValuCare**

EXPLANATION: To add Health Plan of America, TakeCare, and ValuCare as new HMO's. Also revises names of several Exhibits. In Exhibit F, Rockridge Health Care Plan of Oakland, name was changed to Maxicare. Included in this agreement is a list of HMO's in each area and their expansion areas.

The following Health Maintenance Organizations are to expand to the areas listed below:

нмо	Proposed Area	Current Area
BAY PACIFIC	Santa Clara County	Alameda, Contra Costa, Marin, San Francisco and San Mateo Counties
FOUNDATION	Alameda, Contra Costa, Fresno, Merced, Solano, Stanislaus and Tehama Counties	Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, San Joaquin, Sutter, Tuolumne, Yolo and Yuba Counties
HEALTH NET	Alameda, Contra Costa, Marin, Napa, Nevada, Placer, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma and Yolo Counties	Kern, San Luis Obispo, and Santa Barbara Counties
MAXICARE (Formerly HEALTH AMERICA)	Kern, Sacramento, Santa Barbara, Santa Cruz, and Sonoma Counties	Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa

Clara Counties

Kings County

5

6

7

8

HP of America

Maxicare

2,8

2,5

2,5,8

5, 8, 11

5.8.11

1, 5, 7, 8, 10

2, 5, 8, 10

2, 5, 8, 10

2, 8, 9, 10

1, 5, 7, 8, 10

1.5,7,8,9,10

5, 7, 8, 9, 10

5.10

5, 8, 9

9,10

2.8

5

8

2

2.8

Section 13 NOTICE - AMENDMENTS - TERMINATION

5, 6, 8, 10

2, 5, 8, 10

2.5

4

8

10

5,8

2

2

2

Kaiser

HP of Redwoods

HMO's Currently

Serving Area

1, 3, 5, 7, 8, 9, 10

1, 3, 5, 7, 8, 9, 10

HEALTH MAINTENANCE ORGANIZATIONS

Counties

Fresno and Madera

TAKECARE

VALUCARE

Heals

Alameda

Amador

Calaveras

El Dorado

Contra Costa

Butte

Colusa

Fresno

Glenn

Kern

Kings

Madera

Merced

Nevada

Sacramento

San Francisco

San Luis Obispo

Santa Barbara

San Joaquin

San Mateo

Santa Clara

Santa Cruz

Solano

Sonoma

Tehama

Tulare

Yolo

Yuba

Sutter

Stanislaus

Tuolumne

BENEFITS

Language unchanged.

Section 14. TERM

EXPLANATION: To change section number.

shall continue in effect until January 1, 1991. EXPLANATION: To Provide for three-year term.

PLAN

Placer

Marin

Napa

2

3

4

Bay Pacific

Foundation

Health Net

COUNTIES

CHOICE OF DOCTOR AND HOSPITAL

You must select doctors and hospitals in which Prudent Buyer services are available to be eligible for coverage at no cost.

You may select any licensed physician and surgeon anywhere in the world and receive care from any licensed general hospital and be eligible for full payment if you fall into any of the following categories:

1) You will be eligible for payment of 100% of Reasonable and Customary charges and may in writing appeal to Blue Cross for total payment if: Prudent Buyer services are not available

within 30 road miles of your residence, or You are an eligible dependent attending school away from home and there are no Prudent

Buyer services available within 30 road miles of your school residence, or You are traveling away from home and

utilize services in another state. 2) You will be eligible for payment of 90% of Reasonable and Customary charges and may in

writing appeal to Blue Cross for total payment if: You are traveling away from home but within the state of California and do not utilize Pru-

dent Buyer services, or You are required to work away from your

principal residence. 3) You will be eligible for full payment in an emergency situation and while the emergency situa-

tion requires immediate medical attention. Any other circumstance may result in a 90/10% co-payment for services rendered.

COORDINATION Yes. OF BENEFITS

HOLD HARMLESS

REQUIRED ARBITRATION

PREFERRED PROVIDER MEDICAL COVERAGE

NON-PREFERRED PROVIDER MEDICAL COVERAGE

Prudent Buyer services and/or if referred to a non-Prudent Buyer Provider by a Prudent Buyer Provider. Blue Cross will represent member to see that they are

Members and their dependents will be held harmless

for charges above the negotiated rate when utilizing

not held responsible for charges in excess of the Prudent Buyer Plan charges. (Refer to Exhibit I and II below.)

Basic Medical pays 100% of the Negotiated Rate when utilizing Prudent Buyer hospitals and aphysicians. Major Medical pays 80% of the Negotiated Rate when utilizing Prudent Buyer hospitals and physicians.

Basic Medical pays 90% of reasonable and customary charges when utilizing a Non-Prudent Buyer hospital and/or physician. Major Medical pays 80% of reasonable and customary charges when utilizing a Non-Prudent Buyer hospital and/or physician.

excess of Basic Plan benefit.

	BASIC PLAN BENEFITS	MAJOR MEDICAL PROTECTION
BASIC AND MAJOR MEDICAL COVERAGE	Most benefits pay from the first dollar of expenses with no deductible (the exception is doctor's home and office visits).	Lifetime maximum - \$1,000,000 Deductible - \$100 per person (or a total of \$300 for a family) each calendar year.
BASIC AND MAJOR MEDICAL COVERAGE (continued)		Co-insurance - After the deductible, pays 80% of charges of the next \$2,000 of covered expenses and 100% thereafter.
HOSPITAL BENEFITS Room and Board	Pays up to 365 days in a room of two or more beds (including intensive care): private room accommo- dations will be paid in full when certified medically necessary.	Pays 80% or 100% of charges in excess of Basic Plan benefit.
Hospital Services	Pays up to 365 days.	Pays 80% or 100% of charges in excess of days provided by Basic Plan.
Special Duty Nursing	Provided by Major Medical only.	Pays 80% or 100% of charges.
Outpatient Hospital	Pays in full for	Pays 80% or 100% of charges in

Outpatient Hospital Emergency Care

sudden or serious

SERVICE AREA

(Refer to CHOICE OF DOCTOR AND HOSPITAL below.)

Worldwide.

EXHIBIT C **BLUE CROSS**

ELIGIBILITY After attainment of regular status, the Company currently pays the entire cost of this 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 the entire cost of the coverage for you and your dependents. If you retire early, you may continue your Blue Cross coverage. The Company will pay your premium on the same basis as it does for active employees until you reach age 65. At age 65 your Plan coverage continues, but you

(a) This Health, Dental and Vision Benefit Agreement, having taken effect on January 1, 1975, and been amended January 1, 1977, January 1, 1979, January 1, 1981, January 1, 1983, January 1, 1984, and January 1, 1988,

> will be required to share in the cost of the Prudent Buyer Medicare Supplemental Plan.

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Alameda, Contra Costa,

Sacramento, San Francisco,

San Joaquin, San Mateo,

Santa Clara, Santa Cruz,

Sonoma, Stanislaus and

Fresno and Madera Counties

HMO's Proposing

To Expand to Area

Yolo Counties

Lifeguard

TakeCare

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Skilled Nursing Facility	Pays in full in a room of two or more beds after three days of hospital care.	Pays 80% or 100% of charges in excess of Basic Plan benefit.
Ambulance Services	Pays up to \$100 when hospitalized; pays in <i>full</i> when transferred to Skilled Nursing Facility.	Pays 80% or 100% of charges in excess of Basic Plan benefit.
Ancillary Services	Covered Expense.	Paid under Basic Plan.
PROFESSIONAL BENEFITS Surgery	Covered expense including surgeon, assistant surgeon and anesthetist.	Paid under Basic Plan.
Doctor's Visits	HOSPITAL VISITS Covered Expense.	The Basic Plan co-payment or any portion thereof may be used as a credit against the Major Medical deductible of \$100.
	OFFICE & HOME VISIT Accident: Covered Expense.	S
	Illness: Office visit \$5.00 co-payment per visit. Home visit \$10.0 co-payment per visit.	
Consultation	Covered Expense.	Paid under Basic Plan.
MEDICAL BENEFITS Routine Physical Exams	Not provided.	Not provided.
Examinations for Eyeglasses	Not provided.	Not provided.
Outpatient Physical Therapy	Covered Expense.	Paid under Basic Plan.
Diagnostic X-ray	Pays up to \$200 each	Pays 80% or 100% of charges in
and Laboratory Exams	calendar year for diag- nostic x-rays for ill- ness and clinical	excess of Basic Plan benefit.
	laboratory services for illness and accidents. Pays in full for diag- nostic x-ray	
Pap Smears	Covered Expense.	Paid under Basic Plan.
Radiation Therapy	Covered Expense.	Paid under Basic Plan.
Dental Care	3 days of Hospital Benefits if surgery is performed.	Pays 80% or 100% of charges for treatment of injury to natural teeth.
Well-Baby Care	Pays up to \$100 during first year of life.	Paid under Basic Plan.
Supplemental Accident	Pays up to \$500 for covered services within 90 days of accident, in- cluding out-of-hospital physical therapy, hospital room & board, registered nursing care Includes dental service for accident.	Pays 80% or 100% of charges in excess of Basic Plan benefit.
Home Health Care	Covered Expense.	Pays 80% or 100% of charges in excess of Basic Plan Benefits.
Inpatient Prescription Drugs	Pays in full when hospitalized.	Pays 80% or 100% of charges in excess of Basic Plan Benefits.
Outpatient Prescription Drugs	Provided under Major Medical only.	Pays 80% or 100% of charges. (Refer to Exhibit III, Prescription Drug Claim Form)
lospice Care	Pays in full when course of treatment approved by Blue Cross.	Paid under Basic Plan.
alaatlara		Paid under Basic Plan.
njections		Paid under Basic Plan. Paid under Basic Plan.
mnumzations	Coverea Expense.	raid under basic Plan.

Immunizations

Maternity Care	Covered Expense.	Paid under Basic Plan.							
Innations	Denvided by Mater	D-00% 100% 6.1							
Inpatient Psychiatric Care	Provided by Major Medical only.	Pays 80% or 100% of charges during acute phase.							
Outpatient	Provided by Major	Paus 80% of obaraas up to							
Psychiatric Care	Provided by Major Medical only.	Pays 80% of charges up to \$1,500 annual maximum per family member.							
Inpatient Substance	Not Covered.	Not Covered.							
Abuse Care									
Outpatient Substance Abuse Care	Not Covered.	Not Covered.							
Artificial Limbs and Rental of Mechanical Equipment	Provided by Major Medical only.	Pays 80% or 100% of charges.							
BENEFITS	PLAN								
OUT-OF-AREA BENEFITS	Full benefits apply t	hroughout the world.							
SPONSORED	At age 19. unmarrie	ed children may be included to age							
DEPENDENT CHILD		e primarily dependent upon the sub-							
EXCLUSIONS AND LIMITATIONS	Conditions caused	by war or aggression. Eye refrac- examinations: hearing aids or or-							
	tions, glasses and examinations; hearing aids or or- thopedic shoes.								
		by Workers' Compensations laws.							
		ial care or an institution which is of rest, a place for the aged, a							
	sanitarium, nursing	g home or any like institution. Non-							
	medical expenses for Services or supplies	r comfort items. for which no charge is made.							
	Services provided by	Federal or State Government agen-							
	cies. Benefits received or	payable under the "Medicare" sec-							
	tion of the Social Security Act. Cosmetic surgery except as a result of an accident occur-								
	ring while a member of this Plan.								
	Services prior to and hospitalization at member's effec- tive date or after protection has terminated except as								
-	provided by the agre								
	provided.	o the teen except as specifically							
	Services or supplies in connection with experimental								
	treatment. Services for organ transplants except transplant of kid-								
	ney, cornea or bone marrow or tissue from the body of								
	the member when the recipient is a member covered by this Plan.								
		and podiatric services. DR MEDICAL BENEFIT, hospitaliza-							
	tion primarily for re	habilitative care, treatment of pul-							
	monary tuberculosis	and mental disorders.							
		d chiropractor, pyschologist, podiat- except for medically necessary treat-							
	ment performed with	hin the scope of his license, if such							
	services would have been performed by a physician and surgeon.								
	Any procedure or treatment to reverse previous sterilization procedures.								
	Artificial inseminat	tion and invitro fertilization.							
	of the eye, such a	e correction of refractive defects as near-sightedness, e.g., radial							
	keratotomy. Weight reduction or treatment of obesity.								
	Acupuncture. Treatment for Substance Abuse.								
and the second second		red for services or supplies that ecessary as defined herein.							
	Any procedure or to	reatment designed to alter physi-							
	cal characteristics posite sex.	of the member to those of the op-							
	The furnishing or replacement of hearing aids, or-								
	thopedic shoes, air purifiers or humidifiers. Professional services rendered to a member by a per-								
	son who ordinarily	resides in the member's home or							
		e member by blood or marriage. romes, learning disabilities, be-							
	Hyperkinetic Syndromes, learning disabilities, be- havioral problems, mental retardation, autistic dis-								

havioral problems, mental retardation, autistic disease of childhood, or hospitalization for environ-

mental change. Medical examinations or tests not connected with the care and treatment of an actual illness, disease or injury; routine physical exams.

EXPLANATION: The additions to the above Exclusions and Limitations have always existed in the full Plan, and are included in the Summary for clarification purposes only.

TERMINATION OF COVERAGE If you decide to end your Blue Cross coverage, it will stop on the first day of the month after PSEA receives your written notice of cancellation. Coverage will end automatically on the first day of the month following:

 the end of your employment with an eligible Employer,

 your transfer into an employment status that makes you ineligible for Plan coverage,

your failure to pay your share of the cost of coverage,
 or, the Plan's termination.

Your dependents' coverage will end when yours does, or on the last day of the month in which they no longer qualify as dependents. If you divorce, the coverage of your former spouse will end on the last day of the month in which the divorce becomes final.

If you die, your surviving spouse and dependents may continue Plan coverage.

Your coverage will continue if you go on an authorized leave of absence for personal or medical reasons. However, the Company will contribute to the cost of your coverage for only three months for any leave of absence authorized for personal reasons.

If you are hospitalized when your coverage ends, benefits will continue for the same illness until you are discharged, no longer need care, or have been provided with maximum benefits, whichever occurs first.

If your group Blue Cross coverage stops, you may convert it to an individual membership without undergoing a physical examination, provided you apply within 30 days. Your dependents may also take advantage of this privilege. However, you may not exercise this privilege if the Plan is terminated, or if your group coverage is stopped because you allowed your Blue Cross identification card to be used fraudulently. Blue Cross benefits are not transferable; only Blue Cross members are permitted to receive Blue Cross benefits. The actual benefits provided by the individual membership are not the same as those provided by the Company-Blue Cross Plan. If you start the individual membership, Blue Cross will provide information on what medical coverage is available.

MEMBER CLAIM FORM In the event Member Claim Forms are not submitted by the provider of services, such Member Claim Forms must be submitted by members or dependents for reimbursement and/or payment for services. (Refer to Exhibit IV).

Exhibit I: PAYMENT IN FULL FOR COVERED SERVICES

The payment of the usual **Prudent Buyer** fee by Blue Cross is intended to constitute payment in full for the Physician and Surgeon's professional services covered by this Agreement. In any instance where the Physician and Surgeon contends that he is entitled to a fee exceeding that paid by Blue Cross, Blue Cross will represent the Member and will hold him harmless from Personal liability for any additional fee payment.

Exhibit II: HOLD HARMLESS AGREEMENT

The following procedure will be used to administer Exhibit I, Payment in Full, for covered services of the Agreement, No. 7217, and its endorsements between Blue Cross and Pacific Gas and Electric Company:

1. Blue Cross will initially review all claims for professional services to confirm that the services meet the test of the **Prudent Buyer Plan**.

2. In the event that a dispute arises between a physician and Blue Cross over the appropriateness of fee or treatment, the case will automatically be referred by Blue Cross to the appropriate Peer Review Society for mediation. Blue Cross will then abide by the decision of the Peer Review Society.

3. If the physician continues to balance bill the member during the period of dispute, Blue Cross will request that the physician discontinue the balance billing until the dispute has been adjudicated. However, in the event the physician threatens legal or collection action, Blue Cross will issue a check to cover the disputed bill. Blue Cross will have a system to recoup any of the above payments made if Blue Cross is upheld.

4. If for any reason the physician refuses to accept the decision of the Peer Review Society and proceeds to obtain a legal judgment against the member for any unpaid balances for services covered under the Blue Cross Agreement, Blue Cross will represent the member in such legal proceedings and hold him harmless for any such balances.

5. Members and their dependents will be held harmless for charges above the negotiated rate when utilizing Prudent Buyer services and/or if referred to a Non-Prudent Buyer Provider by a Prudent Buyer Provider.

*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.

EXPLANATION: Amended the Blue Cross Medical Service Plan to a Blue Cross Prudent Buyer Plan with 100% payment protection for those who do not have a Prudent Buyer Provider within 30 miles of their residence, covered dependent's school/college, or if they are required to work away from their principal residence. Other users of non-Prudent Buyer Providers must pay a 10% co-payment penalty. Increased Well Baby Care from \$50 to \$100 during the first year of life. Co-payments set to \$5 per Doctor Office Visit, \$10 per Doctor Home Visit, and pays in full the Prudent Buyer Charge for accident or hospital visits. Added Hospice Care and Home Nursing Care. Modified the Hold Harmless clause to apply to Prudent Buyer services only. Removed the Alcoholism and Narcotism Outpatient and Inpatient benefits which will be replaced by a separate Substance Abuse Program available to all Blue Cross subscribers and dependents.

Berkeley rally calls for 'Equity, Retro, Respect'

IBEW Local 1245 members at the City of Berkeley joined a group of other unions, and employee associations in an October 11 "Solidarity Rally" at City Hall protesting the City's latest contract offers.

Wages at the City of Berkeley reportedly range 15 to 30 percent behind similar classifications at other Bay Area Municipalities.

All contracts of the groups who participated in the rally expired on June 30 of this year. Local 1245 member Rick Chan led the large assembled group in spirited rap that he and Shop Steward Jim Milstead had composed which called for decent raises.

Theme of the rally was, "Equity, Retro, and Respect." Other groups "participating" included SEIU 790, SEIU 535, and both the Berkeley Firefighters, and Berkeley Police Officer Associations.

Rally participants echoed over

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and over the speakers' well taken points, that the best thing to come out of the City's unacceptable proposals so far was the solidarity, and the unity of all the Unions involved in contract negotiations. Representing Local 1245 at the bargaining table, along with Business Representative Frank Saxsenmeier are Shop Stewards Milstead, and Howard Seppanen.



Local 1245 members called for "Equity, Retro and Respect." Rick Chan, inset, led group in Solidarity Chant.

Photos: Carol Bedsole

1139 ELECTRICAL MACHINIST (Helms)

A resident employee who is a journeyman and is engaged in performing precision work with all types of machine tools and is capable of welding and rigging. He performs duties of an Electrician with moderate skill. He is engaged in repairing, installing, and maintaining all types of mechanical and electrical equipment in hydroelectric plants, dams, and related facilities. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency.

In addition, he will be required to have the knowledge and capability of performing normal and emergency operating functions at the Helms Project. He may be also assigned to shift schedule, in accordance with the provisions of Section 202.17 of the Physical Agreement, due to irregular water or plant conditions.

Pursuant to the provisions of Section 202.11 of the Agreement, he will be required to work a schedule of ten consecutive workdays, with four consecutive days off.

Next Lower Classification

Same or Higher Classifications

1141 Apprentice Electrical Machinist 0750 Elec. Maintenance Crew Foreman 1139 Electrical Machinist - Helms 1140(1143) Electrical Machinist & (Un.) 2389 **Tele**communications Tech. (Helms) 2390 Communication Technician (**G.C.**) 2400(2403) Electrical Technician & (Un.) 2402 Electrical Technician - Helms 2407 Telecommunications Crew Foreman 2409(2393) Telecommunications Technician & (Un.)

1140 ELECTRICAL MACHINIST

An employee who is a journeyman and is engaged in performing precision work with all types of machine tools and is capable of welding and rigging. He performs duties of an Electrician with moderate skill. He is engaged in repairing, installing and maintaining all types of mechanical and electrical equipment in hydroelectric plants, dams and related facilities. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency.

Next Lower Classification

1141 Apprentice Electrical Machinist

Same or Higher Classifications

0750 Elec. Maintenance Crew Foreman 1139 Electrical Machinist - Helms 1140(1143) Electrical Machinist & (Un.) 2389 **Tele**communications Tech. (Helms) 2390 Communication Technician (**G.C.**) 2400(2403) Electrical Tech. & (Un.) 2402 Electrical Technician - Helms **2407 Telecommunications Crew Foreman 2409(2393) Telecommunications Technician & (Un.)**

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1141 APPRENTICE ELECTRICAL MACHINIST

An employee engaged in performing Electrical Machinist's work as an assistant to or under the general direction of a journeyman. In order to gain experience for advancement to Electrical Machinist, may work alone or under indirect supervision on jobs for which he has been trained and instructed. The employee's educational and general qualifications must be such that he is considered capable of attaining journeyman status.

Next Lower Classifications

0922 Helper - Elec. Mtce. - Helms 0925 Helper - Elec. Mtce. 2140 Transformer Repairman

Same or Higher Classifications

0459 Electrician - Helms 0467(0484) Electrician - Elec. Mtce. & (Un.)

0468(0485) Electrician - Steam & (Un.) 0469(0486) Electrician - Mats. & (Un.) 0472(0489) Electrician - DCPP & (Un.) 0477(0476) Trv. Electrician & (Un.) 0479(0491) Trv. Elec. - DCPP & (Un.) 0624 Labor Foreman 1141 Appr. Electrical Machinist 2160 Rigger 2389 Telecommunications Tech. (Helms) 2390 Communication Technician (G.C.) 2391 Appr. Communications Technician

2409(2393) Telecommunications Technician & (Un.)

2400(2403) Electrical Tech. & (Un.) 2401 Appr. Electrical Technician 2402 Electrical Technician - Helms 2620 Welder

2620 WELDER

An employee who is a journeyman and is engaged in performing both electric and gas welding on all types of equipment and piping. His background of experience must be such as to qualify him to perform these duties with skill and efficiency. He may also be required to lay out and erect piping, do necessary welding in connection with its installation; and, at times when there is no welding to be done, do miscellaneous maintenance work including blacksmithing.

Next Lower Classification

2630 Apprentice Welder

Same or Higher Classifications

0459 Electrician - Helms 0467(0484) Electrician - Elec. Mtce. & (Un.) 0750 Elec. Maintenance Crew Foreman 1139 Electrical Machinist - Helms 1140(1143) Electrical Machinist & (Un.) 2389 **Tele**communications Tech. (Helms) 2390 Communication Technician (**G.C.**) 2391 Appr. Communication Tech. (**G.C.**) 2400(2403) Electrical Tech. & (Un.) 2401 Appr. Electrical Technician 2402 Electrical Technician - Helms **2407 Telecommunications Crew Foreman 2408 Appr. Telecommunications Technician**

2409(2393) Telecommunications Technician & (Un.)

2617 Welder (G.C.) 2619 Lead Welder (G.C.) Service Center 2620 Welder 2622 AWS Certified Welder - G.C. 2625 Arc Welder - G.C. 2626(2623) Certified Welder & (Un.) 2627 Oxy- Acetylene Welder (G.C.) 2631(2632) Certified Welder - DCPP & (Un.) 2634(2635) Trv. Certified Welder -DCPP & (Un.) 2637(2636) Trv. Certified Welder - & (Un.)

2630 APPRENTICE WELDER

An employee who does both electric and acetylene welding and cutting of metals as an assistant to or under the general direction of a journeyman on all types of equipment and piping. In order to gain experience for advancement to Welder, he may work alone or under indirect supervision on jobs for which he has been trained and instructed; must study and become familiar with the properties of metals and procedures for preheating, welding and stress relieving, and the use of all tools and equipment required in the preparation and completion of welds; may advance to the classification of Welder upon completion of apprenticeship training and when a vacancy occurs, provided that satisfactory progress is shown in his ability to make proper welds. Since this work may be intermittent in nature, he also assists other journeymen and Mechanics as required.

Next Lower Classifications

0922 Helper - Helms 0925 Helper (Elec. Mtce.) 2140 Transformer Repairman

Same or Higher Classifications

0459 Electrician - Helms 0467(0484)Electrician - Elec. Mtce. & (Un.)

0624 Labor Foreman 0750 Elec. Maintenance Crew Foreman 1139 Electrical Machinist - Helms 1140(1143) Electrical Machinist & (Un.) 2160 Rigger 2389 Telecommunications Tech. (Helms) 2409(2393) Telecommunications Technician & (Un.) 2390 Communication Technician (G.C.) 2391 Appr. Communication Tech. (G.C.) 2400(2403) Electrical Tech. & (Un.) 2401 Appr. Electrical Technician

2402 Electrical Technician - Helms 2407 Telecommunications Crew Foreman

2408 Appr. Telecommunications Technician

2630 Apprentice Welder

EXHIBIT VII BEGINNER'S CLASSIFICATION

Unchanged except for: NIGHT GROUNDMAN* UTILITY PLANT CLERK (DCPP)* Nuclear Plant Operations-Clerical

*Will not be considered a beginning job for bidding purposes for employees in the same line of progression, but will be considered as a beginning job for all other employees. (*Exhibit amended* 1/1/88)

EXPLANATION: To make Night Groundman a priority one transferee to a Groundman position. To make Utility Plant Clerk (DCPP) a priority one transferee to a Routine Plant Clerk position.