Three members lose lives in on-the-job accidents

Three Local 1245 members, John Aldridge, Mike Hurley, and Ricardo Magaya, lost their lives this month as a result of injuries suffered in separate accidents on the job. John Aldridge, 58. Assistant Control Operator, PG&E, Avon Power Plant, Martinez, died Sept. 11 after having waged a valiant 8-week fight for life.

Aldridge had received severe burns in a steam line explosion at Avon on July 23, where a Shift Foreman was killed, and IBEW Local 1245 member Harold Neely, 29, Auxiliary Operator was burned. Neely was released from the hospital, shortly after having been treated for his injuries. Aldridge remained hospitalized at Brookside Hospital Burn Center in San Pablo where his condition, first reported as extremely critical, appeared to have improved and hopes for his recovery were increasing. Sadly his condition worsened, and he succumbed from his injuries.

Co-workers have helped set up a fund to honor the memory of the three.

Guide to proposals

The entire package of initial IBEW Local 1245 new contract proposals, and the PG&E company proposals to be considered for 1983 bargaining, are printed in this issue of the Utility Reporter. These are initial proposals exchanged by the Local and the Company, and are not final proposals which will later be presented to the membership for consideration by all bargaining unit members at PG&E.

Our current contract expires December 12, 1982, and negotiations meetings are underway. All new contract language which has been proposed by Local 1245 is printed in boldface type. Language proposed for deletion is set off in [square brackets].


Stop the Reaganomic Tide, Join Labor rally, Oct. 24

Thousands of union members from throughout the state are expected to gather for a massive demonstration by organized labor in San Francisco on Oct. 24 calling for 'Jobs and Justice.' Focus of the demonstration, called by the AFL-CIO Central Labor Councils of the Bay Area, Joint Council of Teamsters 7, and the International Longshoremen's and Warehousemen's Union, is to turn the tide on the Reagan administration's devastating policies in the November election.

Local 1245 members are urged to join the swelling ranks of union members slated to participate in a parade starting at 2nd and Market on the morning of the 24th, and a rally which will follow at the San Francisco Civic Center.

Bulletins spelling out the specific meeting times and places for Local 1245 members will be issued as plans for the day are finalized.

Last September more than 50,000 people rallied in San Francisco for Solidarity Day as hundreds of thousands turned out across the nation to speak out against Reaganomics.
Local 1245 election endorsements: ‘Vote Labor for jobs and justice’

The Executive Board of IBEW Local 1245 has surveyed the records of candidates for office, and weighed the issues coming before voters and has arrived at the following endorsements listed below.

Make your vote count in this critical election year. Be sure you’re registered, then get out and vote. Support Labor issues and Labor candidates!

State of Idaho
Governor: John B. Evans
Lt. Governor: Mike P. Mitchell
Secretary of State: Pete T. Cenarrusa
Auditor: Joe R. Williams
Treasurer: Marjorie Ruth Moon
Attorney General: J. D. Williams

United States Congress:
District 1.
1. Larry La Rocco
2. Richard Stallings

State Senate:
(Sandpoint District): Kermit V. Keibert

State House:
Position A: Tim Tucker
Position B: James F. Stolicheff.

NOTE: U.S. Senate seats not up for reelection this year.

State of Nevada
United States Senator: Howard Cannon
Representative in Congress, District 2:
Mary Gojack
Governor: Richard Bryan
Lt. Governor: Bob Cahsell
Secretary of State: Bill Swackhammer
Attorney General: Jim Kosi

Washoe County Commissioner, District 3:
Gene McDowell

Washoe County Sheriff: John Paszek

State Senate:
District 1.
1. Thomas “Spike” Wilson
2. Don Mello

Assembly:
District 27.
27. Ken Haller
28. Courtenay Jameson
30. Jack Seaver
31. Len Nevin
32. Bob Sader
37. Wally Dewitt
38. Joe Dini
40. Leola Armstrong

Due to no primary race in some districts or other considerations, no recommendations were made in Districts 23, 24, 25, 26, and 29. All political candidates will be reviewed in the General Election.

State of California
United States Senate: Edmund G. Brown, Jr. (D)
Governor: Tom Bradley (D)
Lieutenant Governor: Leo T. McCarthy (D)
State Treasurer: Jesse M. Unruh (D)
Secretary of State: March Fong Eu (D)
State Controller: Kenneth Cory (D)
State Attorney General: John Van de Kamp (D)
Superintendent of Public Instruction: Wilson Riles

Board of Equalization:
1st District: Conway Collins (D)
2nd District: Open
3rd District: Bill Bennett (D)
4th District: Richard Nevens (D)

California Supreme Court Justices:
Frank K. Richardson — Vote YES
Otto M. Kaus — Vote YES
Allen E. Broussard — Vote YES
Crus Reynoso — Vote YES

Justices of California Court of Appeal:
Vote YES for confirmation of all incumbents

Ballot Propositions:
Proposition No. 1: State School Building Leases-Purchase Bond Act of 1982
Recommendation: Vote YES
Proposition No. 2: County Jail Capital Expenditure Bond Act of 1982
Recommendation: Vote YES
Proposition No. 3: Veterans Bond Act of 1982
Recommendation: Vote YES
Proposition No. 4: Lake Tahoe Acquisition Bond Act
Recommendation: Vote YES
Proposition No. 5: First Time Home Buyers: Bonds
Recommendation: Vote YES
Proposition No. 6: Public Pension and Retirement Systems: Funds
Recommendation: No Recommendation
Proposition No. 7: Property Taxation
Recommendation: Vote YES
Proposition No. 8: Funds: Political Subdivisions: Transfers
Recommendation: No Recommendation
Proposition No. 9: Schools: Textbooks: Nonpublic Schools
Recommendation: Vote NO
Proposition No. 10: Courts: Unification
Recommendation: No Recommendation
Proposition No. 11: Reapportionment by Districting Commission or Supreme Court
Recommendation: Vote NO
Proposition No. 12: Nuclear Weapons
Recommendation: Vote YES
Proposition No. 13: Water Resources
Recommendation: No Recommendation
Proposition No. 14: Reapportionment by Districting Commission or Supreme Court
Recommendation: Vote NO
Proposition No. 15: Guns
Recommendation: Vote NO

PROPOSITION K:
On the initiative in the City of San Francisco to bring about public ownership of the electric-utility the Executive Board recommends a “NO” vote on this measure.
**State of California**

**State Assembly:**

<table>
<thead>
<tr>
<th>District</th>
<th>Candidate</th>
<th>Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Paul Drake (D)</td>
<td>D</td>
</tr>
<tr>
<td>2</td>
<td>Dan Hauser (D)</td>
<td>D</td>
</tr>
<tr>
<td>3</td>
<td>Larry Miles (D)</td>
<td>D</td>
</tr>
<tr>
<td>4</td>
<td>Thomas M. Hannigan (D)</td>
<td>D</td>
</tr>
<tr>
<td>5</td>
<td>Jean M. Moorhead (D)</td>
<td>D</td>
</tr>
<tr>
<td>6</td>
<td>Lloyd G. Connelly (D)</td>
<td>D</td>
</tr>
<tr>
<td>7</td>
<td>Norm Waters (D)</td>
<td>D</td>
</tr>
<tr>
<td>8</td>
<td>Louis J. Gentile (D)</td>
<td>D</td>
</tr>
<tr>
<td>9</td>
<td>Paul Chig nell (D)</td>
<td>D</td>
</tr>
<tr>
<td>10</td>
<td>Phillip Isenberg (D)</td>
<td>D</td>
</tr>
<tr>
<td>11</td>
<td>Robert J. Campbell (D)</td>
<td>D</td>
</tr>
<tr>
<td>12</td>
<td>Tom Bates (D)</td>
<td>D</td>
</tr>
<tr>
<td>13</td>
<td>Elihu M. Harris (D)</td>
<td>D</td>
</tr>
<tr>
<td>14</td>
<td>Johan Kicha (D)</td>
<td>D</td>
</tr>
<tr>
<td>15</td>
<td>Margaret W. Kovar (D)</td>
<td>D</td>
</tr>
<tr>
<td>16</td>
<td>Art Agnos (D)</td>
<td>D</td>
</tr>
<tr>
<td>17</td>
<td>Willie L. Brown, Jr. (D)</td>
<td>D</td>
</tr>
<tr>
<td>18</td>
<td>No Endorsement</td>
<td>D</td>
</tr>
<tr>
<td>19</td>
<td>Louis J. Papan (D)</td>
<td>D</td>
</tr>
<tr>
<td>20</td>
<td>Jack W. Smith (D)</td>
<td>D</td>
</tr>
<tr>
<td>21</td>
<td>Byron D. Sher (D)</td>
<td>D</td>
</tr>
<tr>
<td>22</td>
<td>Marge Sutton (D)</td>
<td>D</td>
</tr>
<tr>
<td>23</td>
<td>John Vasconcellos (D)</td>
<td>D</td>
</tr>
<tr>
<td>24</td>
<td>Dominic Cortese (D)</td>
<td>D</td>
</tr>
<tr>
<td>25</td>
<td>Rusty Acrias (D)</td>
<td>D</td>
</tr>
<tr>
<td>26</td>
<td>Patrick Johnston (D)</td>
<td>D</td>
</tr>
<tr>
<td>27</td>
<td>Gary A. Condit (D)</td>
<td>D</td>
</tr>
<tr>
<td>28</td>
<td>Sam Farr (D)</td>
<td>D</td>
</tr>
<tr>
<td>29</td>
<td>Kurt P. Kupper (D)</td>
<td>D</td>
</tr>
<tr>
<td>30</td>
<td>Jim Costa (D)</td>
<td>D</td>
</tr>
<tr>
<td>31</td>
<td>Bruce Bronzan (D)</td>
<td>D</td>
</tr>
<tr>
<td>32</td>
<td>Clyde Gould (D)</td>
<td>D</td>
</tr>
<tr>
<td>33</td>
<td>John Means (D)</td>
<td>D</td>
</tr>
<tr>
<td>34</td>
<td>No Endorsement</td>
<td>D</td>
</tr>
<tr>
<td>35</td>
<td>Gesa M. Kearney (D)</td>
<td>D</td>
</tr>
</tbody>
</table>

**State Senate:**

<table>
<thead>
<tr>
<th>District</th>
<th>Candidate</th>
<th>Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Jerry Brown (D)</td>
<td>D</td>
</tr>
<tr>
<td>27</td>
<td>Emmett Lynch (D)</td>
<td>D</td>
</tr>
<tr>
<td>28</td>
<td>Marge Sutton (D)</td>
<td>D</td>
</tr>
<tr>
<td>29</td>
<td>Ronald V. Dellums (D)</td>
<td>D</td>
</tr>
<tr>
<td>30</td>
<td>George Miller (D)</td>
<td>D</td>
</tr>
<tr>
<td>31</td>
<td>Bill Lockyer (D)</td>
<td>D</td>
</tr>
<tr>
<td>32</td>
<td>John Vasconcellos (D)</td>
<td>D</td>
</tr>
<tr>
<td>33</td>
<td>No Endorsement</td>
<td>D</td>
</tr>
<tr>
<td>34</td>
<td>No Recommendation</td>
<td>D</td>
</tr>
<tr>
<td>35</td>
<td>Gesa M. Kearney (D)</td>
<td>D</td>
</tr>
</tbody>
</table>

**United States Congress:**

<table>
<thead>
<tr>
<th>District</th>
<th>Candidate</th>
<th>Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Jerry Brown (D)</td>
<td>D</td>
</tr>
<tr>
<td>27</td>
<td>Emmett Lynch (D)</td>
<td>D</td>
</tr>
<tr>
<td>28</td>
<td>Marge Sutton (D)</td>
<td>D</td>
</tr>
<tr>
<td>29</td>
<td>Ronald V. Dellums (D)</td>
<td>D</td>
</tr>
<tr>
<td>30</td>
<td>George Miller (D)</td>
<td>D</td>
</tr>
<tr>
<td>31</td>
<td>Bill Lockyer (D)</td>
<td>D</td>
</tr>
<tr>
<td>32</td>
<td>John Vasconcellos (D)</td>
<td>D</td>
</tr>
<tr>
<td>33</td>
<td>No Endorsement</td>
<td>D</td>
</tr>
<tr>
<td>34</td>
<td>No Recommendation</td>
<td>D</td>
</tr>
<tr>
<td>35</td>
<td>Gesa M. Kearney (D)</td>
<td>D</td>
</tr>
</tbody>
</table>

---

**Future at Stake**

**IEBW Local 1245 focuses on Negotiations, General election**

This issue of the *Utility Reporter* covers two very important areas that affect all members of Local 1245. We are beginning negotiations with Pacific Gas and Electric Company, and on August 27 the Union and the Company exchanged proposals for bargaining. Both the Company's and the Union's proposals have been reprinted in this issue. Now the collective bargaining process is underway.

The Union Negotiating Committee has taken all of the Units' proposals, put them in categories, and developed a package of proposals that was submitted to PG&E. The Committee's work is made up of aggressive, hard-working members off the job who have put in 40-plus-hours a week since mid July. They have been working hard putting together the package of proposals and are now beginning the bargaining meetings, with Assistant Business Manager Manny Mederos as spokesperson and Assistant Business Manager Corb Wheeler rounding out the group.

We are beginning our meetings early, since the objective of both parties in this set of negotiations is to reach an agreement by the end of the year. This, of course, will depend upon the attitude and willingness of the parties to get to the nitty gritty in a timely fashion.

The Union Negotiating Committee has taken all of the Units' proposals, put them in categories, and developed a package of proposals that was submitted to PG&E. The Committee has been very cooperative on the California Public Utilities Commission question of employee discounts and the issue of interference in the collective bargaining process.

The other area that is important to Local 1245 is the political scene. The Executive Board of the union has spent a considerable amount of time reviewing all the candidates for political office in this year's General Election. The candidates that are recommended are candidates who will best represent the interests of the working people of this state and the nation. There are candidates recommended who some members may be at odds with — Governor Brown for example, because of his stand on nuclear power.

Governor Jerry Brown is running for the United States Senate seat. His stand on nuclear power can have a direct effect on a segment of our members and industry. On the other hand, he has supported many issues that involve labor in the area of improved rights to disabled workers, unemployed workers, safety and health in the workplace, and women in the workforce. He has appointed some excellent people to administer the State Department of Industrial Relations, which covers the many areas of labor, and they have done an excellent job in making California a better place to work. Brown, in an area that directly affects Local 1245, has been very cooperative on the California Public Utilities Commission question of employee discounts and the issue of interference in the collective bargaining process.

And finally, as someone has said, President Reagan deserves Jerry Brown in the Senate.

There have been many gains and improvements over the last eight years in the state government on labor issues. Gubernatorial candidate Tom Bradley has vowed to continue the aggressive support on worker issues if elected. There is so much riding on this November's election for the working people of this country that Labor needs to unite to be able to change the anti-labor course in which this country is heading.

In Unity—

IEBW 1245 UTILITY REPORTER/SEPTEMBER 1982 3
I BEW LOCAL 1245

PHYSICAL PROPOSALS

From PAGE ONE

room facilities at the conclusion of it's orientation for the Union's orientation of the employees.

TITLE 101. LEAVE OF ABSENCE

101.6 UNION LEAVE OF ABSENCE

Substitutions of Section 101.1 Company shall at request of Union grant a "leave of absence" without pay to any employee for the purpose of engaging in Union business. Such "leave" shall be for a period or periods not to exceed a total of 48 consecutive months. An employee who has returned to work for Company following an absence on "leave" for Union business in excess of six months shall not be granted another such "leave" until he has worked for a period equivalent to the time he was last continuously absent on "leave" for Union business.

101.9 FUNERAL LEAVE

(a) [If at all possible, a regular] An Employee will be granted the actual time of his or her work, or may receive time off within the calendar week in which the funeral occurs 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. Time off for the actual week in which the immediate family shall be limited to: an employee's spouse, parent, grandparent, grandparent-in-law, parent-in-law, child, son-in-law, daughter-in-law, stepchild, brothers, sisters, half-brothers and half-sisters, foster parents, or a more distant relative who was a member of the employee's immediate household [at the time of death].

(b) Delete.

101.10 JURY DUTY

[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 actually impaneled on a jury or are required to report to the jury commissioner on a second consecutive day shall be rescheduled to the first shift during such a period of time at the straight rate of pay. (1) Such employees will be paid at their basic rate of pay less the established amount they are entitled to receive while serving on a jury, except that expenses and travel allowances which are not taxable and payment for jury duty on non-workdays will not be included in computing the remuneration received from the court. (2) In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered time off worked and, if dismissed by the court on any workday before the end of the employees regular work week, such employee's return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work.

(b) Delete.

101.11 WITNESSES

[Regular] Employees will be given the necessary time off to appear as a witness in administrative, civil or criminal cases under the following conditions:

101.12 ADOPTION

[Regular] Employees will be allowed time off with pay up to one work day necessary for court appearances in connection with child adoption procedure.

101.13 CHILD CARE LEAVE

A REGULAR EMPLOYEE SHALL BE ENTITLED UP TO 12 MONTHS "LEAVE OF ABSENCE" TO CARE FOR A NEWBORN BABY WITHOUT PAY, SECTIONS 101.1, 101.2, 101.3, 101.4 AND 101.5 SHALL APPLY TO THIS SECTION.

TITLE 102. GRIEVANCE PROCEDURE

102.3 TIME LIMITS

(a) [Regular] An Employee will be allowed the necessary time off with pay 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. Such "leave" shall be for a period or periods not to exceed a total of 48 consecutive months. An employee who has returned to work for Company following an absence on "leave" for Union business in excess of six months shall not be granted another such "leave" until he has worked for a period equivalent to the time he was last continuously absent on "leave" for Union business.

(e) Delete.

101.9 PAY FOR HOLIDAY WORK ON NON-WORKDAY

If an employee is required to work on a holiday which falls on a non-work day or on a work day outside his basic workweek, he shall be paid overtime for such time at 2 times his straight rate of pay for all time worked on such day.

103.9 Delete

TITLE 104. MEALS

104.2 (A) Union would like to discuss Section B 2(a) of the meals clarification with Company.

104.4 MEALS - WORK BEYOND QUITTING TIME

If Company requires an employee to perform work for [more than] one hour beyond regular work hours, it shall provide him with a meal approximatley one hour after regular quitting time and with meals at intervals thereafter of approximately 4 hours but not more than 5 hours for as long as he continues such work.

104.12 (C) MEALS FOR SHIFT EMPLOYEES

Such employee may provide the meal(s) on the job, and the Company shall pay the employee an allowance of $1.00 per meal.

104.15 MEALS - RESIDENT EMPLOYEES

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 $8.00 for each meal.

105.6 (C) HAZARDOUS ANIMAL CLAUSE

An employee shall not be disciplined for any injury caused by an animal.

105.7 600-VOLT LIMIT

(a) Except in cases of trouble and emergency work involving immediate hazards to life or property, an employee shall not work alone dangerously near energized lines of more than 600 volts.

(b) Only qualified employees shall take clearances on electrical equipment.

105.8 MEALS - RESIDENT EMPLOYEES

Within 15 calendar days of a request from Union or from an employee who has, been, or will be assigned to work involving potential exposure to any hazard, Company shall provide copies of all relevant and available exposure records, medical records, and analyses of these records.

Exposure records shall include, but not be limited to, industrial hygiene testing results, biological monitoring results, Material Safety Data Sheets (MSDS) manufactured by the company, and the equivalent from the manufacturer or supplier of equipment to which employees may be exposed.

If Material Safety Data Sheets (MSDS) or the equivalent are unavailable, incomplete, or misleading, Company shall discontinue use of the equipment.

(b) Company shall preserve and maintain 1) employee medical records for the duration of employment plus at least 30 years; 2) exposure records for at least 30 years; and 3) analyses of exposure and medical records for at least 30 years.

For potentially exposed employees, Company shall provide annual training on the availability and contents of the Material Safety Data Sheets (MSDS).

105.12 NOTIFICATION

The Company will promptly notify the Union Business Representative of any accident resulting in death or serious injury to an employee.

105.13 ACCIDENT/INCIDENT ADVISORY INVESTIGATING COMMITTEE

At the request of either the Company or the Union, an accident or incident of a serious nature shall be investigated by an advisory investiga-
(b) Service anniversary vacation

113.1 VACATION TIME

(a) Each employee shall be entitled to a vacation of 15 calendar days per year, with pay, to commence on his or her first day of employment and continue for the same period during each calendar year thereafter, provided the employee has completed at least one year of employment with the Company.

(b) The vacation period may begin on any day determined by the employee, provided that such period does not overlap with the employee’s regular work schedule.

(c) The employee shall be paid at his or her regular rate during the vacation period.

113.2 PAY DURING VACATION

The employee shall be paid at his or her regular rate during the vacation period, and the employee shall also be entitled to receive any accumulated sick leave or vacation pay for which he or she is eligible.

113.3 ADVANCE NOTICE OF VACATION

An employee shall give the Company at least three days’ notice of the date on which he or she intends to commence the vacation period.

113.4 VACATION DATES

Vacation dates shall be determined by the Company, and the employee shall be notified in writing of the dates on which he or she is to take vacation.

113.5 VACATION PAY

An employee who takes vacation shall be paid at his or her regular rate for each day of vacation.

113.6 VACATION CARRYOVER

An employee who is unable to take vacation due to work commitments shall be permitted to carry over up to five days of vacation pay to the following calendar year.

113.7 VACATION CARRYOVER LIMIT

An employee who exceeds the limit of five days of vacation carryover may be required to take vacation time in addition to the limit.

113.8 VACATION CARRYOVER NOTIFICATION

An employee who is required to take additional vacation time shall be notified in writing of the date on which the additional vacation is to be taken.

113.9 VACATION CARRYOVER OUTSIDE CONTRACT PERIOD

An employee who carries over vacation pay beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.10 VACATION CARRYOVER REIMBURSEMENT

An employee who is reimbursed for vacation carryover shall be paid at his or her regular rate for each day of vacation carryover.

113.11 VACATION CARRYOVER BENEFITS

An employee who carries over vacation pay beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.12 VACATION CARRYOVER DEFERRAL

An employee who is deferring vacation pay beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.13 VACATION CARRYOVER CANCELLATION

An employee who is required to cancel vacation carryover shall be paid at his or her regular rate for each day of vacation carryover.

113.14 VACATION CARRYOVER CANCELLATION REIMBURSEMENT

An employee who is reimbursed for vacation carryover cancellation shall be paid at his or her regular rate for each day of vacation carryover.

113.15 VACATION CARRYOVER CANCELLATION BENEFITS

An employee who is canceled vacation carryover beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.16 VACATION CARRYOVER CANCELLATION DEFERRAL

An employee who is deferring vacation carryover cancellation beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.17 VACATION CARRYOVER CANCELLATION REIMBURSEMENT DEFERRAL

An employee who is reimbursed for vacation carryover cancellation deferral beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.18 VACATION CARRYOVER CANCELLATION BENEFITS DEFERRAL

An employee who is canceled vacation carryover deferral beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.19 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS

An employee who is canceled vacation carryover deferral beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.20 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS DEFERRAL

An employee who is canceled vacation carryover deferral beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.21 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION

An employee who is canceled vacation carryover deferral beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.22 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION REIMBURSEMENT

An employee who is reimbursed for vacation carryover deferral cancellation beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.23 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION BENEFITS

An employee who is canceled vacation carryover deferral beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.24 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION DEFERRAL

An employee who is canceled vacation carryover deferral beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.25 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION DEFERRAL REIMBURSEMENT

An employee who is reimbursed for vacation carryover deferral cancellation beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.26 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION DEFERRAL BENEFITS

An employee who is canceled vacation carryover deferral beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.27 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION DEFERRAL BENEFITS REIMBURSEMENT

An employee who is reimbursed for vacation carryover deferral cancellation beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.28 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION DEFERRAL BENEFITS REIMBURSEMENT DEFERRAL

An employee who is canceled vacation carryover deferral beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.29 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION DEFERRAL BENEFITS REIMBURSEMENT DEFERRAL REIMBURSEMENT

An employee who is reimbursed for vacation carryover deferral cancellation beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.30 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION DEFERRAL BENEFITS REIMBURSEMENT DEFERRAL BENEFITS

An employee who is canceled vacation carryover deferral beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.31 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION DEFERRAL BENEFITS REIMBURSEMENT DEFERRAL BENEFITS REIMBURSEMENT

An employee who is reimbursed for vacation carryover deferral cancellation beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.

113.32 VACATION CARRYOVER CANCELLATION DEFERRAL BENEFITS CANCELLATION DEFERRAL BENEFITS REIMBURSEMENT DEFERRAL BENEFITS REIMBURSEMENT DEFERRAL

An employee who is canceled vacation carryover deferral beyond the end of the contract period shall be paid at his or her regular rate for each day of vacation carryover.
205.3 FILLING TEMPORARY VACANCIES
(a) Whenever a vacancy occurs in any job classification, Company may temporarily fill it by assignment, but in no instance for more than a period which exceeds 6 consecutive calendar months. In making temporary assignments to fill job vacancies, Company shall first consider employees in Relief classifications and then, when practicable, consider the employees at the headquarters in which the job vacancy exists in the order of their preferential consideration under Section 205.2. If not so faring, shall it whether or not the vacancy is one which must be filled on a regular basis.

205.4 PREBID PROCEDURE

The union would like to discuss changes in this Section that would "freeze" the prebid list when the job becomes vacant.

205.5 (a) The Union would like to discuss the application of 205.5 (a).

205.21 "TOP RATE OF PAY OF THE NEXT LOWER CLASSIFICATION"

For purposes of classification, 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 indicates by any particular higher classification.

To be entitled to preferential consideration under Subsection 205.7(b) or (c), and 205.8 (b), 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 one year or longer and must have progressed to such starting wage rate to the top rate for that "next lower classification" having the lowest maximum wage rate.

205.7 LAST CHANCE

(a) If there is no job to which Company can demote an employee under Section 206.3, or if the employee does not effect a displacement under any of Sections 206.1 through 206.6, he will be laid off.

(b) An employee who is laid off shall receive two weeks pay for each year of service.

206.8 MOVING ALLOWANCE

When an employee is displaced under the provisions of this Title because of a realignment of job headquarters, and new headquarters, the time required to progress from the starting wage rate to the top rate for that "next lower classification" having the lowest maximum wage rate.

206.9 ACCELERATED PROMOTION

Union intends to discuss the Promotion of employees to include transfers at the request of the employee.

206.10 DEPORTMENT INTO UNIT FROM OUTSIDE

Union proposes to delete this Section.

206.14 JOURNEYMAN RETENTION

(a) If an employee in a classification which, in the normal line of progression, is higher than an apprentice classification, or in such classification, an employee shall not take such apprentice classification, but shall be given the rate of pay for the class having the lowest maximum wage rate.

(b) The Company shall retain any employee whose loss of job is due to technological advancements. The employee shall not take a decrease in pay or working conditions.

206.2 Delete

206.2 DELETE RATE AND DOUBLE TIME CONDITIONS

(a) In general, overtime compensation at the rate of 2 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.

(b) Delete

(c) Delete

(d) Delete

(e) Delete

206.9 2-HOUR MINIMUM - SERVICE OR RESIDENT EMPLOYEE

Employees shall receive minimum payment for calls outside of normal work hours except when concurrent calls fall within the two hour time period of the previous call.

208.11 REST PERIODS

(a) There shall be included as part of the 8 hours worked at the overtime rate in such 16 hour period any travel time and meal time to which the employee is entitled when emergency or arrangements are performed.

(b) An employee who is being dismissed from work shall not be included as hours worked in the computation of the 8 hour rest period.

(c) If the rest period overlaps his regular work hours but does not extend into the following work day, the employee shall be excused from reporting for work until the second of the first half of his work day, and (in such an event) he will be paid for the time of the rest period and the regular quitting time on such day.

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular working hours on a work day without having had a rest period of 8 consecutive hours. In such event he shall not be included in the computation of the 8 hour rest period.

(g) An employee who works overtime between the eighth (8th) and fourth (4th) hours preceding the commencement of his next regular basic work period, and such overtime is not part of a period of sixteen or more hours of work, shall be entitled to the time off at the beginning of his next regularly scheduled basic work period without loss of pay, equivalent to the number of overtime hours actually worked during the eight hours immediately preceding the commencement of such work period. However, the Company may request the employee to waive the time off and to continue working. If the employee consents to such request, he shall receive pay at the double time rate, during his basic work period which he would otherwise have been entitled to take off.

208.16 EQUAL DISTRIBUTION - PREARRANGED OVERTIME

(a) Prearranged overtime work shall be distributed among employees in the same classification and on a seniority basis whenever practicable. The General Foreman's clerical force or equivalent will post prearranged overtime work or credit slips for the next 24 hour work.

208.24 SERVICE EMPLOYEE - ON CALL COMPENSATION

(a) When a service employee is "on call" between the quitting time of his regular scheduled shift on the day and the starting time of his regularly scheduled shift on the next consecutive calendar day, he shall receive an allowance of 3 hours pay at the straight time rate for each twelve hour period, or fraction thereof. When a service employee is "on call" the Company shall defer the compensation in addition to his regular compensation for overtime.

(b) An employee requiring call during the actual day shall, at a daily rate of pay, be given off by pay, the workday which immediately precedes his next regularly scheduled nonworkday, or at the option of the employee, the proviso of the beginning of the work day.

212.2 SEMI-ANNUAL AND WEEKLY SIGNUP

(a) Company will prepare a list at each headquarters of those employees who wish to volunteer for emergency work. In calling employees to respond to emergency situations involving immediate hazard to life or property, Company will give preferential consideration to those employees whose residences are located within 30 minutes automotive travel time, under ordinary travel conditions, from their headquarters. This list will start on July 1 and continue until July 30 at which time a new list will be provided. As a result of this, on July 1 and January 1, the accumulated overtime will be reduced to zero for all employees. This procedure is to be continued semi-annually thereafter.

212.3 EXTENSION OF WORK DAYS

For purposes of this procedure when overtime results because of unanticipated continuation of a service emergency, on call shall be regarded as overtime. When an emergency situation occurs within the last hour of the work day, the voluntary on call crew shall be used.

212.10 SERVICE EMPLOYEES - Delete

GENERAL CONSTRUCTION EMPLOYEES ONLY

TITLE 300

300.1 APPLICATION

Employees who are transferred from a present headquarters to one at a new location, or who are reemployed at a new location shall not be eligible for layoff for lack of work at a previous location, except as provided for in Section 306.14 shall be allowed expenses as provided for in Section 301.4. Transfer to a location or reemployment at a new location shall not be allowed, one of the following:

(b) A change from an established job headquarters or point of assembly which is not within 30 minutes travel time, under ordinary travel conditions, from the headquarters.

301.2 MILEAGE MEASUREMENT

In Sections 301.4 and 301.9 shall be paid, or free board and lodging provided for in Section 301.5 shall be allowed, to an employee only when the job headquarters or point of assembly to which the employee has been transferred or reemployed is outside the boundary of the employee's Residence Area, except as provided in Subsection 306.14. (a) A Residence Area is the zone extending 20 road miles from the city hall of the city or town in which the employee's Residence is located. If the city or town of Residence is not in an incorporated city, the 20 road mile zone will be measured from the city hall of the city or town to the city limits, or a change of location within a city or town, and (in such an event) the 20 road mile zone will be measured from the principal street intersection of the main business district.

(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 maps for certain routes, a field check to the nearest measurable point shall be made. Routes selected for road mile measurements shall be 1) reasonably accessible by automobile, 2) regularly maintained, and 4) open year around.

301.3 RESIDENCE DEFINITION

(a) An employee who is a retired, rehired more than 3 years after layoff due to lack of work except as provided for in Section 306.14 or after any other type of termination may establish a Residence as defined in Subsection 301.3 (a). However, this employee shall not be eligible for per diem expenses as provided in Section 301.4 until the employee is rehired to a job location more than 20 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 within the limits of a city or town, the 20 road miles will be measured from the city hall or principal intersection of the main business district, or if there is no city hall in the aforementioned city or town, the 20 road miles will be measured from the principal street intersection of the main business district.

301.4 EXPENSE ALLOWANCES

Subject to the provisions of this Title, employees who provide their own board and lodging shall be entitled to the following:

(a) Each scheduled day an employee works in the basic workweek or is prevented from performing such scheduled work week by inclement weather conditions as provided in Title 105 shall be paid as follows

<table>
<thead>
<tr>
<th>Road Miles From the City Hall or Principal Intersection* of Employee’s Residence</th>
<th>Amount of Per Diem</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road Miles From the City Hall or Principal Intersection of Employee’s Residence</td>
<td>Amount of Per Diem</td>
</tr>
<tr>
<td>1 More than 20 but 35 or less</td>
<td>$ 8.25</td>
</tr>
<tr>
<td>2 More than 35 but 45 or less</td>
<td>11.75</td>
</tr>
<tr>
<td>3 More than 45 but 55 or less</td>
<td>17.25</td>
</tr>
<tr>
<td>4 More than 55 but 65 or less</td>
<td>23.75</td>
</tr>
<tr>
<td>5 More than 65 but 75 or less</td>
<td>30.25</td>
</tr>
<tr>
<td>6 More than 75 but 100 or less</td>
<td>44.50</td>
</tr>
<tr>
<td>7 More than 100</td>
<td>56.00</td>
</tr>
</tbody>
</table>

*The principles set forth in Subsection 301.2 (a) also dictate whether the city hall or principal intersection is to be used for this purpose.

5 IBEW 1245 UTILITY REPORTER/SEPTEMBER 1982 – IBEW LOCAL 1245 PHYSICAL PROPOSALS –
(b) If a new Residence is established by an employee who is being transferred to, or is presently reporting at, a job headquarters location which is outside the present Residence Area but inside the proposed Residence Area, the employer will receive per diem expenses at the per diem rate established for Zone 1 only until the completion of 52 consecutive weeks at his new location. If the employee elects to move out of the proposed Residence Area, the employee will be transferred to the current headquarters. If such 52 consecutive work period has elapsed and an employee makes such a Residence change, the employee will be eligible for per diem expenses due to a transfer to a job location outside his or her new Residence Area.

301.5 COMPANY PROVIDED FACILITIES

(a) Employees who have temporary residences will qualify for this allowance only if they have clear and convincing evidence that this residence was maintained during the period.

(b) If an employee who is regularly assigned to a General Construction Service or Processing Center is assigned to temporary work at such distance from his or her established headquarters that the employee is unable to return thereto or to the employee’s regular place of abode, actual personal expenses for board and lodging, for the duration of such assignment shall be allowed provided that the employee boards and lodges at places designated by Company. The time spent by such an employee in traveling to such temporary assignment at the beginning or at the conclusion of such assignment shall be considered work and any expense incurred therewith shall be paid by Company.

301.6 COMPANY PROVIDED FACILITIES

(a) Employees who have temporary residences will qualify for this allowance only if they have clear and convincing evidence that this residence was maintained during the period.

(b) However, if an employee is placed into another General Construction Service or Processing Center as a result of the application of Title 306 of this Agreement, such employee shall be entitled to per diem expenses as provided in Section 301.4, l i m i t e d to the duration of such assignment, unless the employee elects to invoke the provisions of Section 306.15.

301.9 SPECIAL ASSIGNMENT

(a) Notwithstanding anything contained herein, Company by agreement with Union may transfer any employee who requests such transfer for substantial reason, for consent to an exchange of headquarters between employees of like skills and classifications for the purpose of placing an employee with his or her or her residence at a place closer to his or her residence.

(b) Such transferred employee shall be entitled to travel time or reimbursement of transportation expense, but shall be entitled to per diem expenses as provided for in Section 301.4, if such employee receives per diem expenses due to a transfer to a location outside his or her new Residence Area.

(c) Such transferred employee shall not be entitled to reimbursement for per diem expenses until he or she is transferred to a work location outside his or her new Residence Area.

301.10 ILLNESS/INCLEMENT WEATHER WHILE IN CAMP

(a) Notwithstanding the foregovering sections of this Title, an employee shall not be entitled to per diem expense allowance for the full day when the Manager in charge orders that an employee be temporarily assigned to work at a temporary location outside the employee’s Residence Area because of illness or other personal reason excepted by reason of illness, inclement weather, or other personal reason as provided in Section 301.4(c). When the Manager in charge orders the temporary assignment to a location outside the employee’s Residence Area where board and lodging are not provided by the Company, the employee shall be entitled to per diem expenses as provided in Section 301.4 if such employee utilizes Company provided board and lodging facilities, the provisions of Section 301.6 shall apply.

(b) However, if an employee is placed into another General Construction Service or Processing Center as a result of the application of Title 306 of this Agreement, such employee shall be entitled to per diem expenses as provided in Section 301.4, limited to the duration of such assignment, unless the employee elects to invoke the provisions of Section 306.15.

301.11 TRAVEL ALLOWANCE

(a) When an employee is transferred to a job at a location other than his usual work location, he/she shall be compensated for either time actually spent in traveling to such new location, exclusive of stopovers, but in no case less than 1 hour paid time for each 45 miles or portion thereof traveled, which time shall be considered as travel time; however, such compensation shall be paid at the straight rate for the work he/she will perform at the new location. If travel between locations is 4 hours or more, such employee shall be entitled to 15/2 hours paid time for each 4 hour block. For emergency situations, such travel time shall be taken during regular work hours on a regular work day. In the event the employee is transferred to a work location where the employee is provided transportation facilities that are not furnished by Company or other mode of transportation is not authorized in advance, reimbursement of transportation expense at the rate of 200 will be made.

(b) However, if an employee is placed into another General Construction Service or Processing Center as a result of the application of Title 306 of this Agreement, such employee shall be entitled to per diem expenses as provided in Section 301.4, limited to the duration of such assignment, unless the employee elects to invoke the provisions of Section 306.15.

(c) Notwithstanding anything contained herein, Company by agreement with Union may transfer any employee who requests such transfer for substantial reason, for consent to an exchange of headquarters between employees of like skills and classifications for the purpose of placing an employee with his or her or her residence at a place closer to his or her residence.

(d) Such transferred employee shall be entitled to travel time or reimbursement of transportation expense, but shall be entitled to per diem expenses as provided for in Section 301.4, if such employee receives per diem expenses due to a transfer to a location outside his or her new Residence Area.

(e) Such transferred employee shall not be entitled to reimbursement for per diem expenses until he or she is transferred to a work location outside his or her new Residence Area.

301.13 TRANSFER - GENERAL CONSTRUCTION SERVICE AND PROCESSING CENTERS

(a) An employee holding a General Construction Service or Processing Center Union Identification Card which refers to an employee who is also a member of the IBEW at a different work location, shall be considered a field employee and shall not be entitled to a per diem allowance or other expense allowance, except as provided for in (b) below, while at the Construction Center.

(b) If, however, the employee signs such a card, the employee shall file a Residence Certificate, as provided in Section 301.13, on or before the date such employee is required to travel, and all personal expenses due the employee will be based on such Residence Certificate.
306.5 PROMOTION (2 OR MORE YEARS SERVICE)
(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, (b) to the employee who has the greatest Service in 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 has qualified in the duties of the job which is vacant, and provided further that the employee is headquarter in the area in which the vacancy exists. As used herein, the term "area" means the geographical promotion-demotion area established by the respective General Construction Department as indicated in Exhibit II, General Construction Promotion-Demotion Geographic Areas, and the employee is attached hereto as a part hereof. Company and Union will agree in writing in advance of any changes to the number of territories of such areas, but in no event shall an area be less than one Division.

306.1 EMPLOYEES (2 OR MORE YEARS 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.]

306.4 BUMPING (2 OR MORE YEARS SERVICE)
(a) An employee who has two or more years of Service and who is to be demoted under Section 306.2 or 306.4, may elect to displace an employee who is in the same classification and department of General Construction who has less Service. If such employee does not elect to displace an employee who has less Service, the employee may elect to displace an employee who has less Service in the next lower or successively lower classification in the reverse order of the normal line of progression. If the Company is unable to place the demoted employee in such next lower or successively lower classification in the reverse order of progression, the employee may elect to displace an employee who has less Service in another line of progression provided the demoted employee has previously held such classification for six months or longer, and the classification has a lower wage rate than the one from which the employee is being demoted.

306.6 BUMPING (ACROSS LINES OF PROGRESSION)
An employee who has five or more years of Service and who cannot effect a displacement under Section 306.2, 306.4, or 306.5, may elect to displace an employee who has less Service in any of the following lists in Exhibit VIII of this Agreement. [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 Department].

(b) An employee who displaces into (enters) a beginner's classification under Section 306.9, during the first 12 months following such displacement but shall have accelerated rights to return to any of his or her former classifications or General Construction Department or to successively lower classifications in the normal line of progression.

(c) Where a vacancy in an appropriate classification exists, the filling of such vacancy in accordance with the provisions of this Section shall be made in an appropriate classification in the reverse order of progression as provided for in this Section, should employees in the appropriate Division be concurrently exercising demotion rights under Title 206 of the Agreement. A bumping employee in such same classification shall be the basis of Service.

306.9 ACCELERATED PROMOTION
For the purpose of enabling employees who have been demoted or transferred under the provisions of this Title, or to employees who have been transferred to Long Term Disability status, to be considered for reemployment in their former classification(s) and/or Residence Area on an accelerated basis, Company shall provide each employee with a written notice under the provisions of this Title, or to enable employees who have been demoted or transferred under the provisions of this Title who thereafter voluntarily removes himself from employment, to be considered for reemployment in their former classification(s) and/or Residence Area under the provisions of this Title. An employee who has been transferred outside the Promotion-Demotion Geographic Area in which the employees Residence Area is located, demoted from such classification(s), or placed on Long Term disability status, Company shall provide such employee with a written notice on which the employee shall designate the location and/or classification(s) to which he or she wishes to be considered for reemployment and for which re-employment will be given priority and who formerly worked in such job classification.

(d) An employee's written notice shall not be considered under this Subsection if following his demotion or transfer he has not exercised the option provided for in Subsection (b) above.

(e) An employee's written notice shall not be considered under this Subsection if following his demotion or transfer he has not exercised the option provided for in Subsection (a) above.

(f) An employee who has been demoted or transferred under the provisions of this Title who thereafter voluntarily removes himself from employment, to be considered for reemployment in their former classification(s) and/or Residence Area under the provisions of this Title shall have an accelerated right to return to his former department in a beginner's classification.

306.11 SUPERVISORIAL DEMOTION
Union proposes to delete this Section.

306.16 REHIRE
A regular employee who is eligible for rehire and who has been laid off for lack of work for a period not in excess of three years and who had two or more years of Service at the time of layoff may elect to re-employment in the reverse order of layoff, provided that the laid-off employee, (each calendar month during layoff), keep an updated address, (and) telephone number for contact, (and) the Promotion-Demotion Geographic Areas, and two Districts for which re-employment will be considered. An individual's written notice of intent to re-employment must be submitted in writing within 6 years of the layoff.

When a vacancy exists in a beginner's job in a department in the Company in which less Service in the next lower or successively lower classification in the reverse order of the normal line of progression.
308.14 REST PERIODS
If the laid-off employee cannot be reached by telephone, Company shall send notice of openings for re-employment, by certified mail, to the last mailing address as furnished by such employee. Within three working days following receipt by Company of the certified mail receipt, after such notice is mailed such laid-off employee must advise Company by telephone when not such telephone number is not reached, and such employee shall be available for work within 24 hours after advising Company that such re-employment will be accepted.

(f) Company shall not be required to contact laid-off employees when the opening for re-employment is outside the Promotion-Demotion Geographic Areas or Divisions in which such employee has indicated a desire to accept employment.

308.15 MOVING ALLOWANCE — GENERAL CONSTRUCTION

308.2 RATES
In general, overtime compensation at the rate of 2 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 308.1; except that:
(a) In general, overtime compensation at the rate of 2 1/2 times the employee's straight rate of pay shall be paid to all work performed outside his regular work hours in addition to the above, to pay at 2 1/2 times the straight rate of pay for the time worked in excess of eight (8) hours on the employee's regular work day, the employee is called out for work, he shall be paid at 2 times his straight rate of pay for all work performed outside his regular work hours or on a non-workday.
(b) The time worked in excess of eight (8) hours on the employee’s second working day following a day off on which no work was performed shall be paid at the rate of 2 1/2 times the employee’s straight rate of pay.
(c) When the time worked in excess of calories earned by an employee does not accept re-employment, such employee will be considered to have been terminated with no further re-employment rights under this Section, and the next employee on the laid-off list shall be notified of the opening.

308.3 CALL OUT — WORK DAYS
If an employee, who is called out for emergency work outside of his regular work hours on a work day, continues to work into or beyond regular work hours he shall be paid overtime compensation for actual travel time up to eight (8) hours.

308.4 16 HOUR MINIMUM
The minimum time for which overtime compensation shall be paid under the provisions of Section 308.5 shall be 8 hours, except that if an employee is called out outside of his regular work hours on work days, continues to work into or beyond regular work hours he shall be paid overtime compensation for actual travel time up to eight (8) hours.

308.5 PREARRANGED OVERTIME
When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on work days outside of his regular work hours for which he shall be paid overtime compensation for actual work time and travel time (2) as provided in Section 308.4, he shall be paid overtime compensation for actual work time and travel time in connection therewith.

308.6 MINIMUM PAY
Union proposes the deletion of this Section.

308.7 2 HOUR MINIMUM
Union proposes the deletion of this Section.

308.8 MAXIMUM TRAVEL TIME
Union proposes the deletion of this Section.

308.11 MINIMUM PAY — CANCELLATION
If an employee is instructed by his supervisor to report for prearranged work on a non-work day, or on a holiday which he is entitled to take off with pay, and such work is cancelled, he shall be paid overtime compensation for a maximum of 4 hours of travel time only (not including any travel time as provided in Section 308.4). If he is not given notice of the cancellation of such work by the end of his (preceeding) regular work hours (period) on a regular work day.

308.12 REGULAR PERIOD
(a) There shall be included as hours worked at the overtime rate in such 16 hour period any travel time and meal time to which the employee is entitled when emergency or prearranged work is performed (except that any travel time and meal time to which he is entitled after being dismissed from work shall be included in the computation of the 8 hour rest period.)
(b) If the regular period overlaps his regular work hours but does not extend into the second half of his work day, the employee (may) shall be excused from reporting for work until the beginning of the second half of his work day, and in such event he will be paid for the time between the expiration of the rest period and the end of the first half of his work day.

308.15 3 WEEK LIMIT
Except where a hazard to life or property exists, employees will not be required to work more than 3 consecutive weeks without having 2 consecutive days off.

308.16 EMPLOYER'S ALLOWANCE
Employees shall not be required to work more than 4 consecutive workweeks of 6 days without having 2 consecutive days off.

BASIC WAGE SCHEDULE
EXHIBIT X — PHYSICAL

Union proposes that a general wage increase in an amount designed to improve all bargaining unit employees' standard of living be applied to all bargaining unit classifications.

There are several classifications that, due to changes in responsibility, necessary skill and knowledge, and other reasons, need to have their wage rates adjusted over and above the general increase. Union will submit specific proposals to this effect as bargaining progresses.

There are other areas that the Union Committee will be raising during the course of negotiations that have not been directly spoken to in this initial proposal. These areas include, but are not limited to, such things as training programs for Steam and Pipe Line Operating Department, the current Meter Reading and re-routing programs for Steam and the time involved in access to the job site due to security checks, remote locations, etc.

EXHIBIT XI
STEAM GENERATION DEPARTMENT
Union proposes to:
1. Increase steam generator supervisor's power plant to better reflect the job qualifications, duties, and work load in comparison to each steam plant. 2. Union also proposes to increase re-grouped power plant classifications by adding an equal amount of present weekly wage rates and to increase the spread between Group 1 plants Control Operator and Sr. Control Operator classifications.

EXHIBIT XI
EDUCATION ASSISTANCE

Refunds
E. Refunds exceeding $800 per calendar year to any one employee will not be allowed except under unusual circumstances. Requests for refunds in excess of $800 in any one year will be considered .

TITLE 600
Union would like to discuss adding Meter Readers to the Line of Progression of Reserve Gas Serviceman or Apprentice Gas Serviceman.

Union would like to discuss performance standard auditing of Gas Servicemen and Meter Readers.

Union would like to discuss altering the format for payroll check stubs designed to allow for additional pay periods or to Reclassify Reserve Serviceman to Apprentice Serviceman.

TITLE 600
Union proposes to delete the phrase "welding" from the classification of 1120 Machinist and from the Apprentice Machinist 1121 training program.

TITLE 600
DIVISION ELECTRIC MAINTENANCE DEPARTMENT
EXHIBIT VI-L AND SECTION 600.12 OF THE AGREEMENT

Add Lead Electrician — This proposal would establish a new job definition of the previous line of Progression.

In addition to the job definitions of the Lead Electrician, the "Lead Electrician" of a two man unit will layout and direct the work. This will include clearance, coordination and switching. The switching shall be limited to an acceptable standard. (The rate differential to be established at four percent above Electrician's rate).
6.10 JURY DUTY
(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 shall be rescheduled to a first shift during such a period of time at the straight rate of pay. (1) Such employees will be paid at their basic rate of pay less the established amount they are entitled to receive while serving on a jury, except that expenses and travel allowances which are not taxable and payment 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. (b) Delete

6.11 WITNESSES
[Regular] Employees will be given the necessary time off to appear as a witness in administrative, civil or criminal cases under the following conditions:

6.12 ADOPTION
[Regular] Employees will be allowed time off with pay up to one week per year for court appearances in connection with child adoption procedures.

NEW SUBSECTION

6.13 CHILD CARE LEAVE

A regular employee shall be entitled up to 12 months "leave of absence" to care for a newborn baby without pay. Sections 6.1, 6.2, 6.3, 6.4 and 6.5 shall apply to this section.

TITLE 7. SICK LEAVE

7.1 QUALIFICATION AND RATE OF COMPENSATION

After completing one year of Service and for each year thereafter, a regular employee shall be allowed sick leave with pay for a total of 96 hours per calendar year; and a regular part-time employee shall be allowed sick leave with pay for such portion of 96 hours per calendar year as the average number of hours he regularly works in a week bears to 40.

7.2 ACCUMULATION

A regular employee, in addition to his annual sick leave which he is allowed under the provisions of Section 7.1, shall be allowed further sick leave with pay which shall not exceed the cumulative total of his unused annual sick leave (in the eight years immediately preceding).

7.3 HOURLY INCREMENTS

Sick leave shall be charged by the hour with no charge made for increments of less than one hour. Such time off as that allowed for an employee's personal and family need, as provided for in the employee's medical and dental appointments shall be charged as sick leave.

7.8 ABUSE

Company may require satisfactory evidence of an employee's illness or disability before such leave will be granted. If the Company can demonstrate that such employee has sick leave entitlements within the preceding calendar year or upon agreement between the Company and Union, for a fraudulent claim of sick leave abuse exists. If an employee abuses the sick leave provisions of this Agreement by misrepresentation or falsification, he shall restore to Company his 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 of sick leave abuse in the same manner 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 9.6.

8.2 VACATION ALLOWANCE

(b) In the subsequent calendar year and in each year thereafter, up to and including the 5th calendar year following his employment date, a regular employee shall be entitled to a vacation of ten work days with pay.

(c) In the 6th calendar year and in each year thereafter up to and including the 13th calendar year following his employment date, a regular employee shall be entitled to a vacation of 25 workdays with pay.

(d) In the 14th calendar year and in each year thereafter up to and including the 21st calendar year following his employment date, a regular employee shall be entitled to a vacation of 25 workdays with pay.

(e) In the 22nd calendar year and in each year thereafter (up to and including the 29th calendar year effective in 1981 and thereafter) following his employment date, a regular employee shall be entitled to a vacation of 25 workdays with pay.

(f) In the 30th calendar year and in each year thereafter up to and including the 34th calendar year following his employment date, a regular employee shall be entitled to a vacation of 30 workdays with pay.

(g) In the 35th calendar year following an employee's employment date and in each year thereafter, a regular employee shall be entitled to a vacation of 35 workdays with pay.

8.3 SERVICE ANNIVERSARY VACATION — BONUS VACATION

[Regular] An employee who during each of the first five calendar years following his employment date an employee who has used five days or less of paid or unpaid sick leave in the preceding year shall be entitled to two days of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 8.2. An employee must complete one year of Service before becoming qualified for such day. In the 10th calendar year following his employment date and in each 5th calendar year thereafter an employee who has used 25 days or less of sick leave during the five preceding calendar years shall be entitled to seven bonus days of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 8.2. The bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for a bonus vacation and must be taken in the calendar year to which it applies. An employee acquires no right to all or any part of the bonus vacation unless such employee works in the calendar year in which it is granted. (The provisions of this Section shall not apply to part-time or intermittent employees.)

8.5 FORFEITURE OF VACATION

(c) Any employee who is effected under this Section shall be notified in writing and a copy of the notification shall be placed in the employee's personnel file.
8.8 HOLIDAYS DURING VACATION
If any of the holidays enumerated in Section 14.1 occurs during an employee's vacation, the provisions of Section 14.6 shall be applicable. If a holiday occurs on a non-work day in conjunction with an employee's vacation, the provisions of Section 14.6 shall be applicable.

8.10 FLEXTIME SCHEDULING
For the purposes set forth in the following Section 8.13, vacation shall be scheduled in increments of one week or more to commence on Monday, except for an employee whose basic workweek starts on a day other than Monday. The employee shall be scheduled to work on the starting day of the employee's basic workweek. However, by prior arrangement with the employee's supervisor, an employee shall be allowed vacation increment in increments of one-half day or more on any day of the week, except where prohibited by operational needs or where necessary relief cannot be provided, or where the payment of overtime to another employee would be required.

9.3 (3) TIME LIMITS
(c) When the Company determines that an employee's conduct is subject to discipline, Company shall act upon such determination within 10 working days of the occurrence of such conduct or the issue shall be considered closed.

9.6 STEPS

**STEPCON DIVISION OR DEPARTMENT JOINT GRIEVANCE COMMITTEE**

To the Joint Grievance Committee:

There shall be no permanently established Joint Grievance Committee for the purposes set forth in this Agreement. The Mail Room and General Office Building Department, Computer Operations Department (and) Reprographics Section and Diablo Canyon Power Plant. Whenever a case is to be referred to a Joint Grievance Committee under this Agreement, in any of the above-mentioned departments, a Committee shall be established consisting of three members appointed by Company's Department Head and three members appointed by the Union, with the addition to a Company-appointed Industrial Relations Representative and a Union-appointed Business Representative. The Committee established shall meet within ten working days of the date the Committee is notified of its establishment and shall have all the duties and powers to perform the same functions as a Division Joint Grievance Committee with respect to the grievance or grievances on its agenda.

**TITLE 10 HOURS OF WORK**

**STEP FIVE**

**DIVISION OR DEPARTMENT JOINT GRIEVANCE COMMITTEE**

Modify Letter of Agreement 79-103-3-1-9-2a to provide that clerks accumulating 35-50 hours shall be entitled to leave on Friday or to take a short day during the week as provided in other Flextime agreements.

**TITLE 10 HOURS OF WORK**

Union proposes the following Flextime schedule for Meter Readers:

1. **Basic work hours:** 6:00 a.m. to 6:00 p.m.
2. All Meter Readers in Local 1245 will be entitled to flextime scheduling.
3. The basic workweek will consist of 5 days per week, Monday through Friday, 6:00 a.m. - 6:00 p.m., or 7 1/2 hours per day, 37 1/2 hours per week maximum, except authorized to work overtime:
   a. Accumulated work time for the week must be at least 37 1/2 hours.
   b. Rest breaks for coffee and other personal business taken during 6:00 a.m. - 6:00 p.m. work day will not accumulate credit toward the 37 1/2 hours work time.
   c. Forty hours a week may be worked. The time accumulated may be taken together either the last week of the month or in the following month, but no later.
   d. Half hour rest breaks will be on paid time.
4. The basic goal is to provide employees with a maximum choice with regard to work hours, it may be necessary for the Company to adopt such a basic flextime schedule in order to meet the requirements of the job. The Company shall endeavor to do so on a voluntary basis. If voluntary coverage is not available, the Company will allow employees to work on the basis of qualifications and in reverse seniority order. The Company will attempt to rotate employees to provide fair distribution of Friday afternoon work.
5. If conditions other than those set forth in these guidelines are imposed on an employee's schedule, Company shall notify the Union, no less than three working days prior to the effective date of such changes.
6. Employees off sick must notify the immediate supervisor of the fact he or she will be out of work to be properly scheduled. Establishment of flexible work hours in no way alters sick leave privileges to which an employee is entitled under Title 7 of the Contract's agreement with IBEW. Flextime does, however, offer protection in case of illness at the discretion of the employee, or by written request of the medical personnel, provided, however, that if such employee continues to work 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 at the option of the employee.
7. Overtime pay will not be authorized until an employee has clocked 7 1/2 hours for a regular day or 37 1/2 hours of accumulated clock time (or its equivalent) on Friday. Authorized overtime will start for time after 7 1/2 or 8 hours or 37 1/2 or 40 hours at the option of the employee.
8. Two options are available to employees covered under the flextime agreement for time off on Good Friday:
   a. If you wish to take time off with pay in order to attend religious services, report to work at least 12 noon and 3:00 p.m., your workday will commence at 8:00 a.m. and be completed at 4:00 p.m. Lunch will be 1/2 hour commencing at 12 noon. A morning break of 15 minutes will be allowed; however, the afternoon coffee break of 15 minutes will be included in the period 12 noon to 3:00 p.m. This day will be considered a standard day and the accumulater will not be used.
   b. You may elect to continue on your flextime schedule and record time on the clock sheet. Employees electing to observe Good Friday with pay (option 1) will be required to notify their supervisor no later than 24 hours prior to the Friday pay period.
9. Initial trial period shall be 6 months. Subsequently, if both Union and Company agree it will be made permanent.

10.4 REGULAR HOURS OF WORK
In general, and except as otherwise provided herein, the regular hours of work shall be from 8:00 A.M. to 5:00 P.M. with not more than 1 hour off for lunch. The lunch period shall be scheduled between 11:00 A.M. and 2:00 P.M. and when scheduled for less than 1 hour. Adjustment to correspond thereto shall be made in hours of work. If an employee's regular lunch period is advanced or delayed, employees shall be paid at the overtime rate for work performed during such regular lunch period and may eat their lunch on Company time.

10.5 PUBLIC CONTACT HOURS
As to the services of the employees, or when established office hours are other than from 8:00 A.M. to 5:00 P.M., public contact employees may be regularly scheduled to work hours other than from 8:00 A.M. to 5:00 P.M. The work day of employees who report for their days work between 9:00 A.M. and 1:00 P.M. inclusive, shall consist of 8 consecutive hours.

10.6 EXCEPTIONS TO 10.4
Any time contained in this Agreement shall be construed to limit the right of the Company to establish hours of work at times other than as provided in Section 10.4, for such employees as sub-clerks, payers, data entry operators, machine operators, computer operators, computer console operators, and those classifications listed in Exhibit G, which is attached hereto and made a part hereof. The hours of work for such employees shall be regularly scheduled.

The work day of employees who report for their days work between 9:00 A.M. and 1:00 P.M. inclusive, shall consist of 8 consecutive hours.

10.7 FLEXTIME
When employees within their headquarters, section, department or unit request flextime scheduling, the Union and Company shall form a committee to negotiate such scheduling.

11.2 AMOUNT OF PREMIUM
(a) No shift premium shall be paid for the first shift. An hourly premium of 5% of the weighted average straight-rate time of all employees represented by the Union shall be paid for the second shift, and an hourly premium of 10% of the weighted average straight-rate time of all employees represented by the Union shall be paid for the third shift. The shift premium, if any, which is payable for an employee's regularly scheduled work shall continue to be paid for any time worked by such employee immediately preceding or following such employee's regular hours of work and as an extension thereof. If an employee is scheduled to work during a shift other than such employee's regularly scheduled shift, and such work does not immediately precede or follow such employee's regularly scheduled shift, the employee shall be paid the shift premium, if any, which is applicable to the shift in progress as of the time the employee starts such work.

11.8 BILINGUAL PREMIUM
In addition to any other compensation due an employee, Company shall pay to any Bilingual employee a 5% premium above his or her regular wage, if he or she is required to use more than one language weekly in the performance of his or her job duties.

12.1 RATE AND DOUBLE PREMIUM
(a) In general, overtime compensation at the rate of 2.5 times the regular rate of pay shall be paid to employees for overtime as defined in items (a), (b), (c), (d) and (e) of Section 12.1. Delete (b), (c), (d) and (e).

12.3 EQUAL DISTRIBUTION
(a) Overtime work shall be distributed among employees within a department or unit as equally as practicable. The Office Supervisors and the Union and Company agree it will be made permanent.

11.10 FLEXTIME
When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on work days outside of his regular work hours, he shall be paid overtime compensation for actual work time in excess of his regular work hours, (2) if during their sick leave period, 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 at the option of the employee.
hours unless the provisions of Section 12.10 are applicable; (2) on non-work days or on holidays, outside of his regular work hours, he shall be paid at the overtime rate 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 and meal time to which he is entitled after being excused from work shall not be included as hours worked in such period and shall not be included in the computation of the 8 hour rest period.

(c) If the rest period overlaps his regular work hours but does not extend into the second half of his work day, the employee shall be excused from reporting for work until the beginning of the second half of his work day, and in such event he will be paid for the time between the expiration of the rest period and the end of the first half of his work day. If the rest period extends into the second half of his work day, the employee shall be excused from reporting for work until the following work day, and in such event he will be paid for the time between the expiration of the rest period and his regular quitting time on such day.

12.10 REST PERIODS

(a) There shall be included as part of the 8 hours worked at the overtime rate in such 16 hour period any travel time and meal time to which the employee is entitled when emergency or prearranged work is performed. Travel time and meal time to which he is entitled after being excused from work shall not be included as hours worked in such period and shall not be included in the computation of the 8 hour rest period.

(b) If his rest period overlaps his regular work hours but does not extend into the second half of his work day, the employee shall be excused from reporting for work until the beginning of the second half of his work day, and in such event he will be paid for the time between the expiration of the rest period and the end of the first half of his work day. If the rest period extends into the second half of his work day, the employee shall be excused from reporting for work until the following work day, and in such event he will be paid for the time between the expiration of the rest period and his regular quitting time on such day.

13.4 TEMPORARY UPGRADE

When an employee is temporarily assigned to work in a classification higher than his regular classification for 2 hours or more, such employee shall be paid at the wage rate of the higher classification. He shall be paid for the time worked in the higher classification at the wage rate of the classification to which he has been temporarily assigned.

14.1 HOLIDAY ENTITLEMENT

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

(a) Are paid for the work days immediately before and after the holiday, or
(b) Work off work with permission, but without pay, for reasons of illness or disability, on the work days immediately before and after the holiday, or
(c) Are paid for the work day either before or after the holiday but are off work with permission without pay on the other day, shall, except as provided in Section 14.7 be entitled to have the following holidays off with pay when they fall on a work day in his basic workweek:

ADD: Martin Luther King's Birthday, January 15; see contract for other holidays.

14.2 BIRTHDAY HOLIDAYS

An employee by written agreement with his immediate supervisor may elect to take another day as his Birthday Holiday. Such agreement must be reached at least 15 days in advance of his birthday.

14.3 FLOATING HOLIDAYS

(a) Delete

14.4 PAY FOR HOLIDAY WORK ON NON-WORKDAY

If an employee is required to work on a holiday which falls on a non-work day or on a work day outside his basic workweek, he shall be paid overtime compensation at 2 times his straight rate of pay for all time worked on such day.

15.2 TRANSPORTATION

(a) If it becomes necessary for an employee to perform temporary work or service for Company, Company shall provide transportation or reimbursement for the cost of using public transportation, provided, however, that if solely for Company's convenience an employee uses his personal automobile, personal automobile use shall not be reimbursed.

(b) A car shall be assigned to each Meter Reader. In offices where Meter Readers are willing to be compensated for using their own cars, they will be entitled to a vehicle mileage allowance. The mileage rates will be negotiated by Union and Company from time to time.

16.2 MEALS - WORK BEYOND QUITTIMG TIME

(a) If Company requires an employee to perform work for more than one hour or more beyond the employee's regularly scheduled eight-hour work period, it shall provide the employee with a meal at approximately one hour after regular quitting time and with a second meal at the end of five hours if one can be provided. Except, if it is known that work will continue for more than five hours, the employee shall be entitled to meals at approximately four hours but not more than five hours if one can be provided for as long as the employee continues such work.

(b) The cost of any meal and the time necessarily taken to consume same shall be at Company's expense. When a meal is taken at Company's expense following dismissal from work, the time allowance therefor shall be one-half hour.

17.3 SERVICE

Service is defined as the length of an employee's continuous employment since his Employment Date with Company, a Predecessor Company, any Company or Association named in Section 17.2 above, as has been provided for in any contract. In the following periods of absence an employee's Service shall be deemed broken by termination of employment for any reason or layoffs for lack of work which extend for three or more consecutive years.

(c) Absences of less than three continuous years caused by layoff for lack of work.

18.3 FILLING TEMPORARY VACANCIES

(a) Whenever a vacancy occurs in any job classification, Company must temporarily fill it by promoting from within, but in no instance for more than a period which exceeds 3 consecutive calendar months. In making temporary assignments to fill job vacancies, Company shall fill the same in the following order:

(b) Company or Association employee.

(c) Company employee.

(d) New employee.

18.4 PREBID PROCEDURE

Union would like to discuss changes in this Section that would "freeze" the prebid list when the job becomes vacant.

18.5 FILLING BEGINNER'S CLASSIFICATIONS

Union would like to discuss at the negotiating table Title 18.5 - Filling Beginner's Classifications.

18.5(a) Union would like to discuss changes in this Section.

18.6 COMPANY ASSIGNMENT

Union proposes to delete this Section.

18.7 LAYOFF

(a) If there is no job to which Company can demote an employee under Section 19.3, or if the employee does not effect a displacement under any of the elections in Sections 19.4 and 19.5, he will be laid off.

(b) An employee who is laid off shall receive two weeks pay for each year of Service.

18.8 MOVING ALLOWANCE

When an employee is displaced under the provisions of this Title because of lack of work at his headquarters, and his new headquarters is beyond commutable distance from his residence, Company shall disburse him for reasonable moving expenses, in connection with his new employment.

19.9 ACCELERATED PROMOTION

Union would like to discuss "Accelerated Promotion" to include transfers.

19.10 DEMOTION INTO UNIT FROM OUTSIDE

Union proposes to delete this Section.

19.11 JOB SECURITY CLAUSE

The Company shall retain any employee whose job is temporarily or permanently eliminated because of technological advancements. The employee shall not take a decrease in pay or lose any rights or benefits.

19.12 DEMOTION OF UNIT EMPLOYEE

An employee who is demoted for any reason . . . .

19.15 DEMOTION OF NON-UNIT EMPLOYEE INTO UNIT

A supervisory or other employee who was not . . . .

19.16 DEMOTION OF NON-UNIT EMPLOYEE INTO UNIT

A supervisory or other employee who was not . . . .

19.17 RELOCATION OTHER THAN FOR LACK OF WORK

When it becomes necessary to relocate . . . .
20.1 (c) MISSED METER CLAUSE

If an employee misses a meter because of any hazardous condition they shall not be given a missed read.

TITLE 20 and 105. SAFETY

20.2 RIGHT TO KNOW

Within 15 calendar days of a request from Union or from an employee who is, has been, or will be assigned to work involving potential exposure to toxic substance or harmful physical agent, Company shall provide a list of all relevant and available exposure records, medical records, and analyses of these records.

Exposure records shall include, but not be limited to, industrial hygiene testing results, biological monitoring results, Material Safety Data Sheets (MSDS), manufacturer’s labels, and product data sheets.

Company may require written consent from the affected employee(s) before providing copies of medical records to Union or to other employees.

(b) Company shall preserve and maintain 1) employee medical records for the duration of employment plus at least 30 years; 2) exposure records for at least 30 years; and 3) any analyses of exposure and medical records for at least 30 years.

For potentially exposed employees, Company shall provide annual training on the availability and contents of the applicable Material Safety Data Sheets (MSDS).

20.3 ACCIDENT/INCIDENT ADVISORY INVESTIGATING COMMITTEE

An accident or incident of the Company or the Union, an accident or incident of a serious nature shall be investigated by a joint advisory investigating committee. Such investigation shall take place within 48 hours of the incident or not to exceed 48 hours. This committee shall consist of not more than four employees, (2) two members shall be appointed by the Company and (2) two by the Union.

20.4 NOTIFICATION

The Company will promptly notify the Union Business Representative of any accident resulting in death or serious injury to an employee.

In the event the Union Business Representative is unavailable, the Company shall call the Union’s appointee. A list of appointees shall be furnished to the Company for each headquarters.

24.5 CONTRACTING

(d) Company agrees that the persons performing such work will, when not covered by another Union agreement, work in accordance with the schedule of hours and be paid an amount which is at least equal to the wage rates, including overtime and premium pay, provided in this contract for appropriate classifications.

24.6 RAIN GEAR

Company shall make rain gear available for Meter Readers. Rain gear shall include hats, coats, pants, and boots.

25.1 INCLEMENT WEATHER

Regular employees who report for work on a workday, shall not be required to work in the field because of inclement weather or other similar cause, shall receive pay for the full day. During such days, pay shall be at the higher of safety or other instruction, or may be required to perform miscellaneous work in the office. For the purposes of Title 26 only — Inclement weather shall be defined as Steady (not incline drizzling rain), extreme fog conditions (when driving is impaired) or heavy snowfall or icy conditions (when chains are required).

26.2 Probationary employees who report for work on a workday but are not required to work in the field because of inclement weather or other similar cause shall be paid only for the time they work or are held by the Company, except, however, that they shall be paid compensation for not less than 2 hours.

26.3 If an employee, who is assigned to dual classifications on either a regular basis or a temporary basis, other than a time card basis and when the totals of such dual classifications on a recurring schedule determined in advance, is not required to work by reason of inclement weather, his inclement weather pay under the provisions of Sections 26.1 and 26.2 shall be based on the rates of pay which would have been applicable had he continued to work as scheduled.

26.4 If an employee, who is assigned to dual classifications on either a regular basis or a temporary basis, other than a time card basis, but does not work on a predetermined recurring schedule, is not required to work by reason of inclement weather, his inclement weather pay shall be based on the rate of pay which he worked on the work day next preceding the day of absence except, however, if the classification in which he would have been required is determined in advance, his inclement weather pay shall be based on the rate of pay of such classification.

26.5 The inclement weather pay of an employee who works in other than his regular classification on a time card basis, shall be based on the rate of pay of his particular classification.

26.6 The inclement weather pay of an employee, who is temporarily upgraded other than on a time card basis, shall be based on the rate of pay of the job to which he is temporarily upgraded.

105.6 (C) HAZARDOUS ANIMAL CLAUSE

An employee shall not be disciplined for any injury caused by an animal.

EXHIBIT I

EDUCATION ASSISTANCE

E. Refunds exceeding $800 per calendar year to any one employee will not be allowed except under unusual circumstances. Requests for refunds in excess of $800 in any one year will be considered . . .

BASIC WAGE SCHEDULE

EXHIBIT F – CLERICAL

Union proposes that a general wage increase in an amount designed to improve all bargaining unit employees’ standard of living be applied to all bargaining unit classifications. There are several classifications that, due to changes in responsibility, necessary skill and knowledge, and other reasons, need to have their wage rates adjusted over and above the general increase. Union will submit specific proposals to this effect as bargaining progresses. There are other areas that the Union Committee will be raising during the course of negotiations that have not been directly addressed in this initial proposal.

Union would like to discuss altering the format for payroll check stub design to allow for additional information.

CLERICAL JOB DEFINITIONS

Job definitions shall include Reader, Head Meter Reader, Adjustor, and Collector classifications.

THE UNION WOULD LIKE TO DISCUSS A METER READER INTERIM NEGOTIATING COMMITTEE

A committee would be established within 3 months of the conclusion of 1983 negotiations to review the meter reader standard practices, meter reader responsibility summary, the meter book (including coding, instrument, referencing system), the standards and the training of meter readers (new hires/transfers and on-going training).

The goal of this committee would be to bring these documents and the training program up to date, make them consistent with each other and provide clear, concise, fair and practical job expectations for the meter reader.

Union would like to discuss Dress Standards of Customer Service Clerks.

BENEFITS PROPOSALS

UNION’S PROPOSAL

PG&E, PHYSICAL, CLERICAL, STAN PAC, AND POT

BENEFITS

AUGUST 27, 1982

The following proposals to amend, in part, the Health Plan, the Dental Plan and the Retirement Plan constitute the initial position of the Negotiating Committee of Local 1245, IBEW and may be amended or supplemented as bargaining progresses.

PART I

BENEFIT AGREEMENT

1.03 Amend this subsection to read:

Any dispute between an Employer, Employee or Union regarding matters relating to the Benefit Agreement shall be determined in accordance with the grievance procedure of the appropriate bargaining unit classifications.

PART II

GROUP LIFE INSURANCE AND LONG TERM DISABILITY

Part A – Group Life Insurance

2.06 (a) AMOUNT OF COVERAGE AND COST

Amend this subsection to read:

(a) Normal Coverage. The amount of a Participant’s normal life insurance coverage is twice the Participant’s annual rate of pay (rounded to the next higher $100), excluding overtime pay and all forms of special compensation, Effective January 1, 1983, the cost to a Participant is two cents a month per $100 of insurance.

2.10 RETIREMENT OR TERMINATION OF EMPLOYMENT

Amend this subsection to read:

When a Participant retires under the Company’s Retirement Plan the full amount of insurance coverage continues for 31 days. Following that period the Company will continue life insurance coverage for the Participant’s lifetime at no cost to the Participant. The annual rate of pay preceding retirement less $4,000 at no cost to the Participant.

At the end of the 31-day period the balance of the insurance over the amount equal to the Participant’s lifetime equal to the Participants...
PART III
RETIREMENT PLAN

3.03 SERVICE
All service:
(c) Any current and accumulated sick leave will be considered as Credited Service at Retirement. Total sick leave hours will be divided by eight and that calculation will be multiplied by .004 which will result in a portion of one year. For example, 400 sick leave hours +8 = 50 work days x .004 = .2 years of Credited Service.

3.06 ADDITIONAL RETIREMENT INCOME
Each Participant shall upon retirement, in addition to the monthly pension benefit provided for in Subsection 3.06(a) above, be entitled to additional monthly pension income, as computed below, for temporary upgrades, traveling adjustments, shift premiums, Sunday premiums, and nuclear premiums. This provision does not apply to periods prior to January 1, 1978. Additional Retirement Income is computed as follows:

The actual straight-time compensation received by Participant for temporary upgrades, traveling adjustments, shift premiums, Sunday premiums, and nuclear premiums during Participant’s three consecutive years prior to retirement in which such additional income was at its highest level shall be totaled and divided by 156 (weeks in three years).

The foregoing shall be multiplied by a factor to determine Participant’s additional monthly retirement income per year of Service. The factor referred to is computed on the effective date of any plan amendment by dividing applicable first year Monthly Benefit Per Year of Service amount by the maximum Basic Weekly Pay provided for that monthly amount. For example, assuming Pension Band 5 applies to a Participant who retires in any one of the contract term, the factor would be .06282 (.2638 + .4193). Amend Subsection 3.06(b) to read as follows:

(b) Applicable only to Participants whose Service began on or before December 31, 1976, and who retire with four to 20 years of Service at age 55 or more or who quit prior to age 55 and who have at least 10 years of Service but less than 20 years of Service: (effective until 1/1/83).

Such a Participant shall have the appropriate Monthly Benefit Per Year of Service provided in Subsection 3.06(a) above increased by multiplying it by the factor below which corresponds to Participant’s years of Service upon retirement. For example, assuming Pension Band 5 applies to a Participant who retires with 10 years of Service, the factor would be 1.333. The 1983 Monthly Benefit of $26.38 which results in a Pension of $351.72.

3.07 EARLY RETIREMENT PENSION BENEFIT FORMULA

3.07 EARLY RETIREMENT REDUCTIONS
(For Month of Participant’s Birthdate)

<table>
<thead>
<tr>
<th>Age</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less Than 15 Years</td>
<td>0.75</td>
</tr>
<tr>
<td>15 Years to 24 Years</td>
<td>0.62</td>
</tr>
<tr>
<td>25 Years to 29 Years</td>
<td>0.57</td>
</tr>
<tr>
<td>And Above</td>
<td>0.50</td>
</tr>
</tbody>
</table>

3.10 FORMS OF PENSION
Change the formats of Special Provisions C and D as shown in charts at top of next page.

3.11 SPOUSE’S PENSION
Amend to read:
(a) If a married Participant dies while employed by an Employer and prior to the Actual Retirement Date, or within 30 days thereafter, the Participant’s surviving Spouse will be eligible to receive a Spouse’s Pension if the sum of the Participant’s age and years of Service equaled 65 or more at the time of the Participant’s death.

(b) Effective December 31, 1984, the Pension of a person who actually retired from the bargaining unit represented by Union prior to December 31, 1983, or the Pension of a person receiving a Spouse’s Pension or a Joint Pension, will be increased by eight percent.

3.23 DEFINITION AND CROSS-REFERENCE
Basic Weekly Pay: Amend to read:
(a) For an active Employee on the Actual Retirement Date: On the effective date of any Retirement Plan Agreement, the higher of Employee’s straight-time rate of pay for the basic workweek, not including any temporary wage pay, any premium pay or any benefits of any kind, or the top rate of pay for the Employee’s basic classification. If an Employee’s pay rate is changed in accordance with the provisions of Section 205.4 or 304.4 of the Department of Labor Regulation or Section 13.5 of the Clerical Agreement, the top rate of pay for the Employee’s basic classification shall be the rate established on the first day of such change. An Employee who has at least 10 years of Service and who, due to a lack of work situation, or due to physical disability, is demoted, transfers or bids down during the five year period immediately preceding Participant’s Actual Retirement Date shall be placed in the Pension-Band which provides the greater monthly pension benefit of the following: The Pension-Band in effect on Actual Retirement Date for employees with a Pension of a person receiving a Spouse’s Pension or a Joint Pension, will be increased by eight percent.

ADDITIONAL PROPOSALS
Union will raise the concept of a Joint Company Union Trust-Fund to include the following:
1. Provide Dental coverage at Retirement.
2. Provide Medical Coverage to an Employee’s spouse in the event the Employee becomes sixty-five years old prior to spouse’s.
50% OPTION ELECTION

The reduction will be applied after any reduction for Early Retirement between the ages of fifty-five and fifty-nine, reduced by nine percent between the ages of sixty and sixty-three, reduced by ten percent between the ages of sixty-four and sixty-six, and reduced by eleven percent between the ages of sixty-seven and sixty-eight.

Your Retirement Benefit that is reduced will not be included in any future Pension Adjustments and that reduced pension will also reduce the amount of the Joint Pensioners or Spouse Option.

For the Employee who was permitted to buy-back lost credited service, only that portion which the Employee would have contributed had the Employee participated in the Retirement Plan at that time will be considered as contributions.

The interest accumulated by the participant’s contributions are fully taxable if either the Employee elects to withdraw or elects not to withdraw past Retirement Plan Contributions.

If you do not withdraw your contributions, have not elected a Retirement Benefit, and die before having received all of your own contributions to the Plan plus interest in the form of monthly pension, your designated beneficiary will be entitled to receive the amount.

PART IV SAVINGS FUND PLAN

4.04 EMPLOYEE CONTRIBUTIONS

Amend as follows:

To become a contributing participant, an Eligible Employee must contribute to the Basic Fund or make Matching Contributions to the 1/2 percent TRASOP. An Eligible Employee may also elect to contribute to the Diversified Investment Fund, but DIF Contributions are not permitted unless permitted contributions are currently made to the Basic Fund by the authorized representative of the Employer. Any Contributions withheld by the Employer from the Covered Compensation received during participation, as well as cash released to participants who make Matching Contributions, are paid over to the participant and conditioned to be received in accordance with the participant’s election.

(a) Basic Fund Contributions. An Eligible Employee may elect to contribute to the Basic Fund one of the following percentages of Covered Compensation:

1. From 1 percent to 10 percent with one year or more of Service.

A participant may elect to have contributions to the Basic Fund invested entirely in Company Stock or entirely in United States Bonds if reflected in the greater redemption values of the United States Bonds.

(b) DIF Contributions. Participants who contribute to the Basic Fund may elect to make DIF Contributions from one percent to ten percent of Covered Compensation, to be invested in the Diversified Investment Fund, to which the Employer does not contribute.

4.05 EMPLOYER CONTRIBUTIONS

Amend as follows:

(a) The Company shall contribute to Participants of the Basic Fund with one to three years of Service an amount equal to 75 cents per dollar of employee contributions but limited to three percent of Participant’s Covered Compensation.

(b) DIF Contributions. The Company shall make DIF Contributions from one percent to ten percent of the basic service.

These contributions shall be made at the same time participation elections are made. The Company shall charge to each Employer its appropriate share of the Employer Contributions.

HEALTH PLANS

Union proposes the Company provide the following:

- Provide 100% premium on all medical plans.
- Provide 100% of non-drug medical coverage to dependents other than spouse or children, additional premium charges will be paid by employee.
- Decrease $100.00 deductible for major medical to $50.00.
- Decrease $100.00 deductible for drug coverage.
- Provide full coverage for well baby care for two children.
- Provide 100% of premium for all Group Life and Long Term Disability Insurance.
- Decrease diagnostic X-ray and Laboratory Exams to maximum of $400.

DENTAL PLAN

Union proposes the Company provide the following:

- Provide 100% of non-drug covered services.
- Provide 100% of non-drug covered services maximum of $25,000 per year.
- Provide 70% of covered orthodontic benefits to a maximum of $1,400.00 per case.
- Increase dependent coverage for one year after employee’s death.

VISION CARE PLAN

Union proposes the Company provide the following:

- Continue to provide 100% of premium for lenses.
- Continue to provide 100% of premium for contact lens care.
- Increase allowance for Ophthalmologists and Optometrists not in V.C.S. Plan.

CHILD CARE

Union would like to discuss with Company the feasibility of Child Care facilities sponsored by PSEA.
In accordance with the provisions of various Labor Agreements listed below, the Bargaining Committee representing the membership of Local Union 1245, IBEW, in its September meeting has given notice of its intent to negotiate amendments to such Labor Agreements and certain Labor Agreement Interpretations, Clarifications, and Letter Agreements.

Agreement Section Number
Operation, Maintenance, and Construction Agreement 800.2
Office and Clerical Agreement 25.2
Benefit Agreement 8.02(a)
Health and Dental Benefit Agreement 13(b)

Attached is our analysis of some of the subjects to be addressed in the 1983 negotiations between the parties, as well as specific proposals to amend certain Sections of the above Agreements. Under discussion, Company reserves the right to submit further proposals, counterproposals, or amended proposals or to authorize organization to collective bargaining at any time it deems such submission appropriate. It further reserves the right to withdraw any proposal at any time prior to ratification of an agreement.

As we have already agreed, the first three meetings for the renegotiation of the above Agreements were held on Thursday, and Friday, September 8, 9, and 10, 1982. The first meeting will commence at 10:00 a.m. in Room 445, 445 Market Street, San Francisco.

Yours very truly,
I. W. Bonbright

PG&E COMPANY PROPOSALS
FOR 1983 NEGOTIATIONS

Introduction
From shortly after World War II until the 1970's, negotiators of labor agreements had a reasonably clear picture of the economic climate in which they were working. Both nationally and at PG&E, it was accepted that we were working in a growing economy where the demand for electric energy was growing at a reasonably steady rate. Economics of scale and the ability to produce energy at lower costs to the consumer in the future could only be achieved with deliberate and increasing investments. The ability of the OPEC nations to increase the price of oil ten times over; rapidly accelerating interest rates and inflation rates; and the realization that many of our past assumptions must be devoted to meeting environmental concerns. Economics of scale no longer existed. Rates to customers increased drastically. The change was created by many factors, including the ability of the OPEC nations to increase the price of oil ten times over; rapidly accelerating interest rates and inflation rates; and the realization that many of our past assumptions must be devoted to meeting environmental concerns.

Collective bargaining, carried by the impetus of the previous 30 or so years, has produced results, with few exceptions, designed to meet the contractual needs for past and present years in the title in which to look to the future and to establish sound working Agreements that meet the needs of that future. In December 1981, Pacific Gas and Electric Company's Board of Directors adopted a set of "Key Corporate Goals and Direction," which has been well communicated throughout the Company's system. These include maintenance of reliable service to our customers; maintaining the Company's financial health; and the recognition of personal practices that will attract, retain, and fairly compensate a high-quality work force.

It is the intent and obligation of the Company's Bargaining Committee to participate and to conclude the 1982 round of bargaining in conformance with the above goals and directions. We will do our best to meet the needs of our shareholders, our consumers, and our employees in the years ahead. To be successful in this endeavor, we need the understanding and cooperation of the Bargaining Committee representing the membership of Local Union 1245, IBEW.

The Challenge
Simply stated, the challenge is one of maintaining the financial health of the operation, which provides jobs for its employees and makes the membership of Local 1245, while at the same time keeping the cost of reliable utility service as low as possible. A utility in poor financial health provides an inadequate return to its owners, thereby discouraging investment, creating inadequate employment security, and inadequate service to the public. PG&E has made a start at recovering its financial health and if this trend continues with momentum, it will be able to provide a greater degree of job security and a fair and reasonable compensation package and a better work environment. It can only do this if it operates as efficiently as possible. The key to doing this is to keep its costs to the consumer down.

All of PG&E's employees must develop more efficient and cost-effective ways of accomplishing their duties as employees who help provide utility service to our customers. New approaches must be considered and tested that can result in greater productivity of the work force. Imaginative ways must be found that will minimize increases in overall labor costs, while at the same time fairly compensating the work force.

These proposals which have been designed to increase our efficiency while recognizing the importance of a reasonable standard of living for PG&E's employees.

PROPOSALS — WORKING CONDITIONS AGREEMENTS

1. Operation, Maintenance, and Construction Agreement: The Company proposes to create two separate booklets, while retaining one "Agreement." One booklet is to be used for all employees, except General Construction. The General Construction booklet will apply only to employees of General Construction and would include such provisions as the clause permitting Company and Union to mutually agree to an entirely different contract should that be deemed necessary by developments during the term. This approach would have the ancillary benefit of making both booklets smaller.

2. Title 8(21) Labor-Management Cooperation: Amend Section 8(21.1) to provide for meetings on an as-needed basis to discuss amendments to these Titles and to the Grievance Procedure. Section 8(21.6.9) — Step Four, to permit Divisions or Departments to elect to be represented at the Local Agreement to replace the Union representative in the Step Four (or more often) Division Joint Labor-Management meeting.

3. Title 102(9) Grievance Procedure: In order to reduce the inordinate amount of time and expense currently required for the investigation of even the most trivial grievance and to encourage the settlement of grievances, we are recommending the amendments attached in this Section.

4. Title 104(16) Meals: In order to overcome public relations problems, as well as administrative ones, Company proposes to amend these Titles to provide for a fixed-dollar meal allowance to be within or equal to the cost of meals provided by it, other than on the job, not be paid for. Cancel the Labor Agreement Interpretation published at Pages 176 and 177 of the Physical Agreement and Formal Agreement Interpretation published at Pages 68 and 69 of the Security Agreement.

5. Title 107(24) Miscellaneous: For specific language for Title 107, see attached Pages from 53 through 129.

6. Title 108(20) Safety: Company proposes to amend Section 108(20.6) to provide for Joint Health and Safety Committees meeting on the third Wednesday instead of the fourth Tuesday of the specified months.

7. Title 107(24) Miscellaneous: Company has agreed to amend these Titles to provide for a fixed-dollar meal allowance to be within or equal to the cost of meals provided by it, other than on the job, not be paid for. Cancel the Labor Agreement Interpretation published at Pages 176 and 177 of the Physical Agreement and Formal Agreement Interpretation published at Pages 68 and 69 of the Security Agreement.

8. Title 108(23) Supplemental Benefits for Industrial Injury: See Long Term Disability for a discussion of this proposal.

9. Title 111(8) Vacations: Amend Section 111.13(8.13) to provide for one annual sign-up in December of each year starting in December of 1983. Amend Section 111.13(8.13) to limit vacations of 120 days to a total of five days per year. With the three floating holidays, this provides eight days.

10. Title 112(7) Sick Leave: Due to instances of flagrant abuse of sick leave in some cases and the obvious need for a clearly stated policy on excessive sick leave usage, Company proposes to delete Subsection 112(7.3)(b) and to amend Section 112(7.8) as shown on the attached Pages 112-1.

11. Title 15 — Clerical — Expenses: Due to the growing use of clerical "casework" Company proposes to delete Sections 15.26(a) and (b) which prohibits by law. Company proposes to eliminate this outdated Section.

12. Title 301 General Construction Expenses: To simplify the administration of this Title, Company proposes to amend Title 301 as shown in the attached page beginning with Section 301.1.

13. Title 202 Hours: In an attempt to recapture work that can be lost to outside contractors, if efficiencies are not instituted, Company proposes to add Section 202.1 "Job Sitting" as shown on the attached Page 202-1.

14. Title 204(13) Wages and Classifications: To provide a necessary vehicle for experiments designed to improve the efficiency of the Company's operation, Company proposes to add Subsection 204.4(b) (Section 13.6) to these Titles. The text of the proposal is attached as Page 204-1.

15. Title 204(15) Amend Section 204.11.13(2) "Payday" to provide that errors in checks resulting in less than 80 hours' straight-time pay for 80 hours of work will be corrected by the issuance of an additional check and that errors in overtime pay will be corrected in the next regular pay period.

16. Title 205(18) Job Bidding and Promotion: (a) To make ineligible to prebid an employee who has prebid the same job or classification and refused to do work in the previous six months, and has been in the employee's job in the line of progression for which he is bidding for 12 months. Amend Subsection (g) to provide that a prebid from an employee who has been upgraded an employee shall not be canceled. (b) Amend Sections 205.11(18.1) and 205.14(18.13) as shown on the attached Page 205-1. (c) Amend Subsection 205.5(18.5) to provide for the so-called "priority 1" transfer (a transfer treated as a bid between certain beginning classifications, i.e., "Automatic Promotion") as shown on the attached Page 205-1. (d) Add the last three paragraphs of Exhibit VIII as shown on the attached Page 205-1.

17. Title 206(19) Demotion and Layoff Procedure: Company has come to the conclusion that the systemwide bumping options contained in Subsections (a) and (b) of Section 206.4(19.4) and in Subsection 206.6(b)(19.6) are unworkable and should be deleted. We further propose that employees with two years' Service or less have no bumping rights outside of their headquarters.

18. Title 212 Emergency Duty: After a thorough review of Title 212 and eight years of experience with the present system, the Company has determined that principles as stated in Section 212.1 are in need of redefining due to the current attitudes of...
many employees toward working overtime. In 1974, the emergency section was expanded. It is also in the Teamster call-out procedure which was predicated on the belief that employees were destitute of working overtime. Further, a voluntary system was designed to ensure equal availability of overtime among those who are subject to the section and headquarters. This assumption, in the Company's opinion, is no longer valid. We all know that the shop no longer establishes a public utility's actual work force to know in advance in which they will be designated as first call to work emergency overtime. The number of employees required to be available will be kept to a minimum subject to the determination of an independent public utility service. Our proposed language is on the attached Pages 212-1 through 212-4.

19. Title 506 Overtime Term: Company proposes a three-year term for all four Exhibits.

20. Exhibit I(B) Educational Assistance: Company suggests that this Exhibit I(B) be deleted.

21. Exhibit VI — Job Definitions and Lines of Progression: Company expects to present certain amendments later in the bargaining.

22. Entrance Exams: Company intends that Letter Agreement 82-98-PGE be a part of any settlement in this year's bargaining.

23. Clerical Classifications: Company expects to reach an agreement permitting employees classified as Senior Service Representative II to use the Meter Evaluator and to eliminate the Head Meter Reader classification during the next two years. Company expects to place the incumbent Head Meter Readers in a job equal or higher classification.

24. Wages: Our studies indicate that our wage rates are considerably above the rates for comparable classifications in our service territory and well above the average rates being negotiated on this year, we expect to take a closer look at wage rates applicable to various skill levels and structure. There are differences, however, between the strong freeze on our hiring rates and the addition of wage steps on all beginning jobs is important. We further strongly believe that a high cost area premium is necessary to encourage employees to stay in the Bay Area and to recognize the fact of different labor markets in Northern and Central California.

25. General Construction Expenses: A simplified General Construction expense proposal is attached beginning at Page 301-1.


PROPOSALS — BENEFIT AGREEMENT

27. Section 1.01 General: Company proposes to amend the Section to state clearly and unequivocally that the Agreement applies only to bargaining unit employees and bargaining units only for that group. See Page 1.01-1 attached for proposed language.

28. Group Life Insurance: Company proposes no change in this wholly adequate plan. We do propose to have an “open period” in January or February 1983 for employees who wish to join, without medical exam, or who wish to raise their coverage.

29. Long Term Disability and Supplemental Benefits for Industrial Injury: While the Company believes that the principles embodied in these two plans are important, we propose to make the two parts of a good program, it also believes that the lack of integration between the two, as well as certain financial disincentives to return to work, has led to abuses of the process. During the negotiations we compared the specific proposals during the week of September 13 to accomplish the following:

(a) Title 108(23): For injuries occurring on or after January 1, 1983, provide a weekly income of 66-2/3 percent of the basic weekly rate for the first year of disability. After six months, the LTD formula will apply. Company will apply Workers Compensation increases granted to employees injured after the date of the increase to employees on Compensation as of the date of the increase.

(b) LTD Section 2.19 Amount of Benefit Payments: Company proposes to increase the basic benefit to 55 percent for employees qualifying on or after, January 1, 1983. Company further proposes to offset this amount by the full social security disability insurance benefit for which the employee qualifies. It also proposes to offset both partial and total disability awards.

(c) LTD Section 2.14 Qualifications: Amend Subsection 2.14(a)(2). Line 4 of second paragraph, to read “Participant’s residence at the time Participant became disabled, and such Participant is physically able to.”

(d) Title 112 Sick Leave: Amend the entire Title 112(6)(b) from the original Agreement and add the language contained on Page 2.14-1 to Section 2.14(a)(2) and Title 112(7) of the Working Conditions Agreement, or both.

30. Retirement:

(a) Section 3.06 Basic Formula: Company expects to amend the basic formula to correspond to the changes in the public policy. It also proposes a formula or series of formulas to replace the manual calculations used to determine “Additional Retirement Income.”

(b) Company proposes to delete Section 3.12 Variable Annuity Option. There are no bargaining unit employees currently signed up for this option.

(c) Early Retirement Section 3.07, Footnote 4: Company proposes to clarify this footnote as it applies to early retirement.

(d) Special Provisions C and D: The Company will propose uniform taxex unees.

31. Savings Fund Plan: Company proposes no change in the Plan applicable to Union represented employees. If, however, it is not practicable to provide employees 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 the amount provided for in Subsection 104.10(a) for the meal nearest the midpoint of regular hours.

32. HMO Plans Sections 5(c), 7(e), and 11:

(a) Bay Pacific Health Plan has notified Company of its certification and intent to serve our employees as a health maintenance organization in the future. This option will almost surely be offered to non-employees in a more competitive environment.

(b) HMO of East Bay has announced its certification and has requested the opportunity to serve our employees in Alameda and Contra Costa Counties. Assuming HMOs meet our minimum requirements, we expect to grant HMO’s the opportunity to reach separate agreements with employees. We propose that this plan is to be accepted as a part of this agreement.

33. Various Sections: Company proposes that the Agreement be clarified to provide that, except as it applies to HMO’s, Company and Union negotiate only as to benefit levels, reasonable claims procedures, and employee contribution rates. The Company proposes that it have the authority to decide upon financial and administrative arrangements and choices of carriers.

34. Exhibit C Medical Service Plan: Company will present specific proposals to carry out the objectives stated prior to Item 30 above during the week of September 13, 1982.

35. Exhibit A Dental Plan: Company proposes to amend this plan to establish annual $925 deductible for out-of-pocket care. For diagnostic and preventive care, the plan will pay 100 percent of the cost.

36. Exhibit B Vision Care Plan: The cost of this plan has far exceeded anything estimated by Company or Vision Service Plan. We suggest, that it be eliminated.

TITLE 102(9) GRIEVANCE

Amend Section 102.66(6) by adding an additional paragraph at the end of Step Two of Local Investigating Committee to read: In the application of this Step Two, the Departmental Steward and any witnesses Union deemed necessary for the resolution of the grievance involved, the job. However, Company will not assume payment of any expense or lost time incurred by the Departmental Steward or witness.

TITLE 104 MEALS

Amend Sections 104.1, 104.2, 104.3, 104.4, 104.5, 104.7(a), 104.11, 104.14, 104.15, and 104.16 as follows:

104.9 Meals — Time to Consume

Meals shall pay for the employee to obtain an overtime meal away from the job at the applicable overtime rate up to one-half hour. If an employee is entitled to a meal as provided in this Title at the time of dismissal, such employee shall be paid one-half hour at the applicable overtime rate.

104.10 Meal Allowance:

(a) Company shall pay the cost of any meal which it is required to provide in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Time Interval</th>
<th>Meal Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular quitting time</td>
<td>$ 7.50</td>
</tr>
<tr>
<td>2-1/2 hours or more after quitting time</td>
<td>$ 10.00</td>
</tr>
</tbody>
</table>
| 104.12 Overtime Meals for Shift Employees:

(b) Company shall pay employees for meals consumed during overtime hours.

(c) Regular hours, starting time, and quitting time on a non-workday are the same as those of a workday.

104.11 Time Intervals

No change in 1980 Agreement.

104.12 Overtime Meals for Non-employees:

(a) No change in 1980 Agreement.

104.13 Shift Employees

No change in 1980 Agreement.

104.14 Meals — Regular and Overtime Hours on Workdays

No change in 1980 Agreement.

104.15 Meals — Resident Employees

No change in 1980 Agreement.

TITLE (16) MEALS — CLERICAL

Changes following principles in Physical.

IBEW 1245 UTILITY REPORTER/SEPTEMBER 1982 17
Amend Subsection 112.2(a) (7.12(a)) to read:

A company may require satisfactory evidence of an employee's ill-health or disability before sick leave will be granted. If an employee abuses the sick leave provisions of this Agreement by misrepresentation, he shall be restored to Company payroll and his pay withheld 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 the contract. If an employee falsifies documents or records for the purpose of obtaining sick leave, Company shall discharge the employee for such an offense. In such event, the employee's recourse to the grievance procedure will be limited to the determination of whether the misconduct occurred.

Amend Subsection 202.2 to read:

202.2 Job Siting

When Company has determined a need for employees to report to work locations other than their regular headquarters, assembly points shall be designated on a District or Division basis. As applicable, employees shall be informed of the beginning of the workday and be required to return thereto at the conclusion of the day's work. For the purposes of this Section, employees who work at a headquarters whose locations and the day schedule shall be given notice prior to the end of their preceding work period on an overtime basis.

In traveling between an employee's residence and the designated work site, all expenses incurred during the period of time, Company may consider the employee unavailable for work and may treat the case as if any such other violation of a condition of employment provided that all of the foregoing shall be subject to the applicable provisions of the Labor Agreement. Review Committee decisions, and Arbitration decisions.

TITLE 202

HOURS

Add Section 202.21 to read:

202.21 Job Siting

When Company has determined a need for employees to report to work locations other than their regular headquarters, assembly points shall be designated on a District or Division basis, whichever is applicable. Employees shall be informed of the beginning of the workday and required to return thereto at the conclusion of the day's work. For the purposes of this Section, employees who work at a headquarters whose locations and day schedule shall be given notice prior to the end of their preceding work period on an overtime basis.

In traveling between an employee's residence and the designated work site, all expenses incurred during the period of time, Company may consider the employee unavailable for work and may treat the case as if any such other violation of a condition of employment provided that all of the foregoing shall be subject to the applicable provisions of the Labor Agreement. Review Committee decisions, and Arbitration decisions.

TITLE 204(13)

WAGES AND CLASSIFICATIONS

Add Subsection 204.4(b)(13.6) to read:

When the Company establishes temporary classifications and wages or temporary layoff procedures for the purpose of improving efficiency of operations, Company will give Union 30 days' written notice before implementation of such procedures. Upon request of the Union, the parties will meet and confer during the 30-day period before implementation. Company will provide the Union with information that it deems relevant to such efficiency experiment. If, within one year, the efficiency experiment results in a temporary reduction of employees, the efficiency experiment shall no longer be applicable.

Amend Title 205 (18) to read:

JOB BIDDING, PROMOTION, AND TRANSFER

 Amend Section 205.14(a)(18.13) to read:

In making an appointment to fill a job vacancy in a classification involving personal contact by the employee with the public, or a technical classification, or a classification in which employees must exercise supervisory duties, Company shall consider bids of employees submitted as herein provided, but Company, after a review of the candidates, will make the selection to fill such vacancy on an unrestricted basis. The Company, in filling such vacancy, will be limited to the list of candidates as outlined above.

Delete Subsection 205.14(b)

TITLE 212

EMERGENCY DUTY

Amend Title 212 Emergency Duty to read:

212.1 General Principles

The Title shall be interpreted in a manner consistent with the parties' purpose and intent in negotiating a call-out procedure for emergency duty. It shall be interpreted so as to thereinafter, number of employees will be available for emergency duty to ensure that the Company can meet its obligation of providing adequate public utility service to the public. The number of employees in a given classification, a headquarters, and the call-out for emergency duty will be rotated among those employees on a predetermined basis. When employees are designated for call-out, they will be required to report for work on an emergency basis.

212.2 Determining the Order of Call-Outs

Company will prepare a list in the start of each calendar year by classification and headquarters assigning employees a number for purposes of emergency duty call-out. The employee assigned No. 1 will be required to be available for call-out during a one-week period. If a given employee is rotated to the next number in order and continue the rotation to include every employee in a classification. The assignment of numbers will be by inverse seniority, assigning No. 1 to the qualified employee with the least amount of service in each classification.

(b) In locations that have less than 100 journeymen, the Journeymen, upon written agreement between the Personnel Manager and the appropriate Business Representative, may combine headquarters for the purpose of extending the call-out period. The 12 classifications at a headquarters to extend the rotation, e.g., Groundman, T&D Driver, and Apprentice Lineman.

The rotation will be predetermined and posted so employees will know where they stand in order of call-out during the calendar year. In the event an employee is assigned to work in an area other than sulfur, vacation, assigned to a classification not in the bargaining unit, or on Union business or attending a Company training program, the employee next in order will be assigned to the area. An employee whose bid to work in their regular classification, will be slotted in for the next call-out period, and the predetermination will be reinitiated. (d) The predetermined list should be followed as closely as possible. However, employees in the same classification may exchange call-out periods on a voluntary basis. The employee notified of such change one week in advance of the employee's regular scheduled call-out period and provided that the exchange has the approval of the superior in charge.

212.3 Call-Outs and Responses

Notwithstanding the required call-out procedure as defined in Section 212.2, Company may give tests to assist in determining an employee's qualifications for promotion. An employee found to be不合格 for a test will be given another opportunity to demonstrate his qualifications for promotion. An employee who fails such test will be rejected for such work.

212.4 New Employee in Headquarters

A new hire, or a person bid out to or demoted to a new classification, will either take the number of the employee being replaced or an additional number will be added to the roster. A person returning to the active payroll on an extended absence or leave of absence will resume his old number and standing.

212.5 Additional Call-Outs

Once the minimum requirements for call-out are established and it becomes necessary to call out additional employees, a voluntary call-out period shall be in effect for an efficiency experiment. Upon request from the Business Representative, the Company may give tests to assist in determining an employee's qualifications for promotion. An employee found不合格 for such tests will be rejected for such work. Additionally, the Business Representative may develop a local call-out procedure for their respective areas.

212.6 Service Employees

In the distribution of emergency overtime for service personnel, the current call-out procedure shall remain in effect unless specifically changed by agreement between the Company and the appropriate Business Representative. The call-out procedure currently in effect would incorporate the sequential order of call-out, the rotation of call-out, if any, and the provisions for calling out additional help replacing an absent employee.

212.7 Enabler

By written agreement between Company's Manager of Industrial Relations and the Business Manager of Union, other call-out procedures may be adopted.

TITLE 301 EXPENSES - FIELD EMPLOYEES

301.1 ENTITLEMENTS AND DEFINITIONS

Expense allowances provided for in this Title shall be paid, or boarded, or if providing no per diem expense allowance, and the employee who relocates his Residence must, on or before his first day at work, report to the assembly points at the beginning of the workday and in which he maintains as his permanent principal place of abode, and in which he normally resides and has a substantial financial interest. "Substantial financial interest" means the employee with the Residence. It is possible for an employee to have more than one Residence for these purposes.

301.2 ESTABLISHING AND RELOCATING RESIDENCES

A. When an employee is newly hired, retired more than 30 days after layoff, or if after relocation, he must declare his Residence as defined in Subsection 301.1 B). In forming the Residence, the employee must declare his Residence as defined in Subsection 301.1D) on a form provided by Company. The Division Personnel Manager shall be notified of any per diem expense allowances until he is transferred as defined in Subsection 301.2 B) to a job location outside the grid in which he was hired or rehired. An employee's Residence is as defined in Subsection 301.1D) shall be considered, for per diem allowance entitlement purposes, as though he had not been retired.

B. An employee's Residence is the location at which he reports for work. C. An employee's Residence Area is that grid square which contains the city, county or town within which the employee's Residence is located. The employee's Residence Area will be that grid square which contains the city hall of the city or town nearest his Residence which does meet such requirements. City or town meets the foregoing requirements but does not have a city hall, the principal street intersection of the main business district of such city or town will be considered the city hall for these purposes.

D. An employee's Residence classifications, as defined in Subsection 301.1D), shall be considered as that residence he maintains as his permanent principal place of abode, and in which he normally resides and has a substantial financial interest. "Substantial financial interest" means the employee with the Residence. It is possible for an employee to have more than one Residence for these purposes.

301.3 PER DIEM EXPENSE ALLOWANCES

A. An employee who is entitled and eligible to receive per diem expense allowance
allowances pursuant to Sections 301.1 and 301.2 shall be paid such allow-
ances for:
1. each day in the basic workweek on which he works or is prevented
   from working because of inclement weather conditions or other
   cause beyond his control;
2. each day he reports for prearranged work on a non-workday
   which falls on a weekday in the basic workweek, provided, however,
   that the employee must work on the workdays im-
   mediately before and after the holiday. However, for per diem
   allowances, if holidays are observed on two or more consecutive
   workdays, the employee must work on the workday immediately before
   and on the workday immediately after such consecutive holidays to be
   eligible for per diem for such holidays; and
3. if an employee is required to work during any single period of illness, provided
   that (a) the employee maintains a temporary residence near his job
   headquarters and (b) the employee’s job headquarters is outside his
   Residence Area, he will be eligible to receive per diem allowances for
   such illness, providing evidence that his temporary residence was maintained
   during the subject period of illness.
B. An employee’s per diem allowance due an employee will be deter-
mined by the following procedure:
1. Identify the grid square containing the employee’s job headquar-
ters and the grid square which comprises his Residence Area.
2. Moving diagonally if necessary, then vertically or horizontally,
   identify the least number of grid squares between the employee’s grid square
   and his Residence Area grid square (including the grid square containing
   the headquarters, but excluding the Residence Area grid square).
3. Multiply the number of grid squares thus identified by $84.00. The
   result shall be paid to the per diem amount due the employee, pro-
   vided, however, that in no case shall his per diem amount exceed $290.00.
4. Withholding anything contained in this Title 301 to the contrary,
   an employee’s per diem allowance shall not be reduced because
   an employee moves his Residence during a period in which he is receiving
   per diem expense allowances, and such employee’s job headquarters is
   located in his Residence Area. However, per diem allowances shall be
   paid to the employee at his new Residence Area at the rate of $84.00 per day
   until he completes 52 consecutive weeks at his current job headquarters
   location (measuring from the date the employee was transferred to a job
   location within the Residence Area) prior to such transfer and 2) the number of grid
   squares between the employee’s job headquarters and his new job headquarters.

301.5 PROJECTS
An employee who is hired for a single project and who is required to
work on jobs where Company provides free board and lodging, and who are due per diem allowances pursuant to Section 301.3, may take such board and lodging in lieu of the per diem amount due him. Such
employee shall be reimbursed for board and lodging expenses incurred while on such temporary assignment. Reimbursement for actual expenses shall be made after the employee submits an Expense Account accompanied by receipts for lodging and any payment made to the employee shall not be entitled to per diem allowances while on temporary assignment.

301.6 TEMPORARY ASSIGNMENT
An employee who has been transferred to a temporary job at another location outside his Residence Area with the expectation that he will return to such headquarters within a 30-day period, or if he is placed on a temporary assignment to a location outside his Residence Area while en route between jobs, such employer shall be reim-
bursement for actual expenses incurred while on such temporary assignment. Reimbursement for actual expenses shall be made after the employee submits an Expense Account accompanied by receipts for lodging and any payment made to the employee shall not be entitled to per diem allowances while on temporary assignment.

301.7 TRANSPORTATION EXPENSE ALLOWANCE
An employee who is hired for a single project and who is required to
work on jobs where Company provides free board and lodging, and who are due per diem allowances pursuant to Section 301.3, may take such board and lodging in lieu of the per diem amount due him. Such
employee shall be reimbursed for board and lodging expenses incurred while on such temporary assignment. Reimbursement for actual expenses shall be made after the employee submits an Expense Account accompanied by receipts for lodging and any payment made to the employee shall not be entitled to per diem allowances while on temporary assignment.

301.8 COMPANY PROVIDES FACILITIES
An employee who is transferred to a temporary job outside his Residence Area, and who is due per diem allowances pursuant to Section 301.3, may take such board and lodging in lieu of the per diem amount due him. Such
employee shall be reimbursed for board and lodging expenses incurred while on such temporary assignment. Reimbursement for actual expenses shall be made after the employee submits an Expense Account accompanied by receipts for lodging and any payment made to the employee shall not be entitled to per diem allowances while on temporary assignment.

301.9 EMPLOYEES AT GENERAL CONSTRUCTION SERVICE CENTERS
An employee holding a General Construction classification (as set forth in Exhibit XI) shall not be eligible to receive the per diem expense allowance for which he is otherwise entitled while on his workdays or projects in his present period of Service. (As defined in Title 106 of this Agreement) prior to such transfer and 2) the number of grid squares

PART I
GENERAL - GRIEVANCE PROCEDURE
Amend Section 1.01 General to read:
The Benefit Agreement shall apply to all employees of Employer for whom
Union is the certified collective bargaining representative . . . (Remainder of Section 1.01 unchanged)

GENERAL - GRIEVANCE PROCEDURE
Amend Section 1.01 General to read:
The Benefit Agreement shall apply to all employees of Employer for whom
Union is the certified collective bargaining representative . . . (Remainder of Section 1.01 unchanged)

PLACEMENT OF PARTIALLY DISABLED EMPLOYEES
A partially disabled employee who is returned to the active payroll in a physical or clerical classification is to be transferred to a classification as de-
signed for the employee with the concurrence of the Union, will be paid in accordance with the following formula:
If the classification held before the disability occurred: The rate of pay for such classification, or
If the employee has been out of work for a year: The rate of pay for the classification to which assigned.
If the employee has been out of work for less than a year: The rate of pay for the classification to which assigned.
If the employee has been out of work for ten years or more: The rate of pay for the classification to which assigned.
If the employee has been out of work for less than ten years: The rate of pay for the classification to which assigned.

PG&E COMPANY PROPOSALS
IBEW 1245 UTILITY REPORTER/SEPTEMBER 1982 19
Three members lose lives in on-the-job accidents

From PAGE ONE
Brother Aldridge, a 29-year IBEW Local 1245 member. Contributions may be made to the Brookside Hospital Burn Center in the name of John Aldridge, and sent to the Brookside Hospital Development Foundation, c/o Fraser Felter, 2000 Vale Rd., San Pablo, CA 94806.

The accident which Brother Aldridge fell victim to is still under investigation by the Local, and by Cal-OSHA, and the plant is shut down.

In Memoriam
John Aldridge
May 4, 1924 — Sept. 11, 1982

Mike Hurley, 41, Line Subforeman, PG&E, Auburn, received fatal injuries due to an electrical shock he received while removing an old telephone line, Friday, Sept. 10 near Drum Power House.

Hurley and two other crew members were up on separate poles engaged in removing an abandoned telephone line in rough terrain located below Alta Forebay.

Somehow contact was made with the phone line and the 12KV line which was suspended above the phone line. It’s reported that none of the crew was sure just how contact was made. Crew members Paul Piercy, Lineman, and Jess Galvan, 4th Step Apprentice were both up poles when they heard Hurley yell. They came off their poles and raced to help him. Hurley was unconscious, slumped in his safety belt. Piercy and Galvan brought him down the pole and worked persistently, jointly administering CPR before an ambulance came, which Truck Driver Jim Gage had summoned.

Galvan stayed with Hurley, continuing CPR during the 30-minute ambulance ride to the hospital. Despite the extensive efforts to save him, Hurley could not be revived.

Brother Hurley had just marked his 20 years as a member of IBEW Local 1245, and news of his death was sadly received at a Shop Stewards Conference the day after the fatal accident. Stewards at the Northern Area meeting paused, and held a moment of silence in honor of his memory.

Business Representatives Jerry Robinson, Perry Zimmerman, and Ed Fortier quickly reported to the accident site to begin an initial investigation, along with Assistant Business Manager, Ron Fitzsimmons. At press time, simulated tests at the accident site had been scheduled to determine what specifically had caused the fatality. Cal-OSHA was in on the investigation.

Brother Hurley is survived by his wife and three children.

In Memoriam
Michael Hurley
Feb. 23, 1941 — Sept. 10, 1982

The third accident claimed the life of Ricardo C. Maglaya, 32, a Mail Express Driver, who was making his regular mail run from Vallejo to the North Valley, on Wednesday night, Sept. 8.

Maglaya was driving southbound around 8:30 p.m. on Highway 113, just outside Robbins, in a PG&E 1981 Ford/250 truck when his truck was hit head on. A northbound vehicle crossed over the line hitting Maglaya’s truck. Both occupants of the northbound vehicle were killed instantly. Brother Maglaya died en route to the hospital.

He had been a member of IBEW Local 1245 for 13 years. Divorced, he is survived by two sons, ages 8 and 10, who reside in the Sacramento area.

In Memoriam
Ricardo Maglaya
Feb. 4, 1950 — Sept. 8, 1982

The Utility Reporter was recently awarded first place in Best Overall Publication at the recent Western Labor Press Association convention in San Francisco.