



UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

Bargaining on-going after proposals exchanged

JACK McNALLY, Business Manager

HOWARD STIEFER, President

Local Union 1245
International Brotherhood
Electrical Workers

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

I. W. Bonbright
Manager of Industrial Relations
Pacific Gas and Electric Company
245 Market Street, Room 444
San Francisco, CA 94106

June 11, 1987

Dear Mr. Bonbright:

Enclosed please find Union's initial proposal for amendments to the Physical and Clerical Agreements, the Health, Dental and Vision Benefit Agreement and the Benefit Agreement.

Of course, Union retains the right to modify, amend or add to the initial proposal as negotiations progress.

Some proposals are specific and some are of a general nature. Following are some general housekeeping things that need to be done to the contracts:

1. To desex the contract
2. Change the word time-card to timecard
3. Change the word work-day to workday
4. Spell check the language of the Contracts
5. Change the word Personnel to Human Resources
6. Update Exhibits listed in the Contracts
7. Update lists in Section 17.2 of the Clerical Agreement and Section 106.2 of the Physical Agreement

We are also proposing to cancel Letter of Agreement signed July 16, 1962, which provides for the requirement of certain employees to report for work at other than regular established Company Headquarters and Letter of Agreement signed October 3, 1967, which provides for certain employees to report to either a work site or more than one headquarters location, without payment of travel time or expenses.

The Union will also make proposals on the following during negotiations, but not restricted to:

1. Inequity increases for certain classifications and/or amended Job Definitions
2. Define Department, Division, District and Region
3. A wage proposal

We suggest that during our meetings of June 16 and 17, 1987, that we set some negotiating meeting dates for the month of July.

Very truly yours,

Jack McNally
Business Manager

A guide to proposals

Initial IBEW Local 1245 new contract proposals are printed in this issue of the Utility Reporter.

PG&E company proposals for Physical, Clerical, Benefits and General Construction are also included in this issue. The Local will be presenting their proposals for General Construction shortly, and will be printed in a subsequent Utility Reporter issue.

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.

All new contract language which has been proposed is printed in **bold face italic type**. Language proposed for deletion is set off in [square brackets.]

Progress of negotiations will be updated in bulletins to members, and in the next issue of the Utility Reporter.

Local Union Proposals:

TITLE 3. CONTINUITY OF SERVICE (PHYSICAL)

3.5 Paragraphs 1, 3, and 4 unchanged.
Paragraph 2.

For the purposes of this section, an employee will be considered to be residing in the "community" if his residence is located no more than **60** [30] minutes automotive travel time, under ordinary travel conditions, from the employee's headquarters.

TITLE 4. UNION SECURITY

4.1 UNION [AGENCY] SHOP (PHYSICAL)

4.1 UNION [AGENCY] SHOP (CLERICAL)

[a] Delete.

(a) All employees within the bargaining unit shall, as a condition of employment, become a member of the Union, no later than the 30th day following the effective date of this Agreement. Upon attaining 30 days of employment, every employee covered by this Agreement shall, as a condition of employment, become a member of the Union.

[b] Delete.

[c] Unchanged.

See PAGE FOUR

New Fitness for Duty Policy at Sierra Pacific

The Local Union and Sierra Pacific Power Company agreed to a new Fitness for Duty policy on May 18. Final agreement was reached after the Local made counter proposals to two company proposals received in February and March.

Cornerstone of the policy is that employees will be subject to drug or alcohol testing only after a physician finds reasonable grounds for ordering such a test.

Business Manager Jack McNally said he views this new policy, "as a positive approach to a difficult problem."

At Sierra Pacific, initially a supervisor must observe suspi-

cious behavior, and if possible, call in a witness before sending an employee to a physician who will conduct an examination, and then decides whether it's appropriate to request subsequent drug or alcohol testing.

During discussions with the Company, Business Representative John Stralla, Assistant Business Manager Orv Owen, and Staff Attorney Tom Dalzell met with Vice President of Human Resources, Thomas E. Robertson, who Dalzell said, "listened to all the concerns of the Local in this matter, and who was willing to accept our suggestions in developing this new policy."

Clerical evaluation

Regional Stewards' conferences scheduled

The Local Union will hold six regional Clerical Conferences for Shop Stewards during the next two months to address issues surrounding clerical position evaluations for our members at PG&E.

Assistant Business Managers Roger Stalcup and Dorothy Fortier will coordinate the meetings. The Local's conferences had already been scheduled when PG&E accelerated its timetable for collecting clerical evaluation questionnaires from our members.

The Union had initially planned to meet with members before data was collected, and was preparing an explanation of the job evaluation system for this issue of the Utility Reporter, when the Company's updated timetable was implemented.

Stalcup instead produced an extensive bulletin detailing procedures and distributed it to all affected clerical employees to help prepare them for the questionnaire completion process.

Topics of the Clerical Conference

See BACK PAGE

General Bargaining Hot Line

For up-to-date information
on General Bargaining at
PG&E, call this toll-free
number:
800-227-5607



Utility Reporter

JULY 1987

VOLUME XXXVI NUMBER 7

CIRCULATION: 24,500

(415) 933-6060

Business Manager
& Executive Editor
JACK McNALLY

Managing Editor
CAROL BEDSOLE

President

Howard Stiefer

Executive Board

Ron Blakemore

Barbara Symons

Mike Davis

Jim McCauley

Kathy F. Tindall

Lyman Morrison

Treasurer

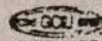
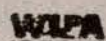
Ron Field

Published monthly at 3063 Citrus Circle, Walnut Creek, California 94598. Official publication of Local Union 1245, International Brotherhood of Electrical Workers, AFL-CIO, P.O. Box 4790, Walnut Creek, CA 94596.

Second Class postage paid at Walnut Creek and at additional mailing offices. USPS No. 654640, ISSN No. 0190-4965.

POSTMASTER: Please send Form 3579, Change of Address, and all correspondence to Utility Reporter, P.O. Box 4790, Walnut Creek, CA 94596.

Single copies 10 cents, subscription \$1.20 annually.



DANGER

'Wet' poles conducting electricity

The Local Union, after being alerted by members at PG&E to Chemonite pole conductivity hazards, has contacted the Company's Industrial Relations Department, seeking a speedy resolution to the problem.

The poles, which are still "wet", are proving conductive in tests, Assistant Business Manager Ron Fitzsimmons, reported.

The Local is also awaiting written reports on accidents which have

occurred involving the poles in the Golden Gate and East Bay Regions, Fitzsimmons said.

On June 17, 1987, a representative from the pole company, McCormick and Baxter, reportedly informed Local 1245 members at Oakland's Oakport Headquarters that the poles would be conductive for three months, and additional PG&E information, indicated a 30-day period of conductivity.

In a test conducted on June 25, a

Lineman's climber was placed on a pole and a reading taken between the climber and energized 12kv phase. A reading of 7200 volts was indicated.

In addition to contacting PG&E, the Local has contacted the pole company notifying them of the existing hazard with these "wet" poles, and has asked them to outline a course of action regarding the poles.

Federal OSHA takes over Cal/OSHA in private sector

Following the Governor's elimination of Cal/OSHA on July 1, the U.S. Department of Labor's Occupational Safety and Health Administration, OSHA, took over enforcement of federal job safety and health standards in California's private sector worksites.

Cal/OSHA occupational safety and health standards will continue to be enforced at state and local government worksites.

Assistant Business Manager Ron Fitzsimmons has asked that despite the dismantling of the state program, that our employers be encouraged to abide by Cal/OSHA regulations until various court cases, negotiations, and legislative attempts to return the program are resolved.

California's existing regulations, contained in Title 8 of the State Administrative Code, will be enforced at public sector worksites by state safety engineers and industrial hygienists working out of district offices located at current Cal/OSHA offices in San Francisco, Sacramento and Van Nuys.

At worksites which contain both public and private sectors, federal standards will apply to private sector employees, and public sector employees will come under state standards.

Cal/OSHA investigations of private sector worksites which were under investigation on July 1 are being referred to federal OSHA for review and action. Ongoing public sector investigations will be continued by Cal/OSHA.

Federal OSHA announced that it has five area offices, with a total staff of about 130, which will be in operation in California. Various offices will investigate jobsite accidents. Previously Cal/OSHA employed about 600 in their offices.

The OSHA Regional Office address remains U.S. DOL-OSHA, P.O. Box 36017, 450 Golden Gate Avenue, San Francisco, CA 94102;

phone (415) 556-7260. The Regional Office oversees occupational safety and health programs in California, Arizona, Nevada, Hawaii and the Pacific Islands.

A toll-free telephone number, 1-800-648-1003, has been installed at the OSHA Regional Office in San Francisco to answer queries on federal enforcement in the state.

The directors, the addresses, the phone numbers and the areas covered by the five transitional area offices are:

— Ryan Kuehmichel, U.S. DOL-OSHA, 2422 Arden Way, Suite A-1, Sacramento, CA 95825; phone (916) 646-9220 covering 33 inland counties from Kern to the Oregon border.

— Don Allendorf, U.S. DOL-OSHA, 801 Ygnacio Valley Road, Suite 205, Walnut Creek, CA 94596-3823; phone (415) 943-1973

covering 16 coastal counties from Monterey to the Oregon border.

— Jerry Baty, U.S. DOL-OSHA, 100 N. Citrus Avenue, Suite 240, West Covina, CA 91791; phone (818) 915-1558 covering San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties, and Los Angeles County East of Interstate 5 and North of State Route 118.

— Les Michael, U.S. DOL-OSHA, 400 Oceangate, Suite 530, Long Beach, CA 90802; phone (213) 514-6387 covering Orange County and that portion of Los Angeles County West of Interstate 5 and South of State Route 118.

— Jerry Ryan, U.S. DOL-OSHA, 7807 Convoy Court, Suite 160, San Diego, CA 92111; phone (619) 569-9071 covering Imperial, Riverside and San Diego counties.

Calendar

JULY

- 17 Safety Committee
- 18 Golf Tournament, Sacramento
- 18 Tanisha Dudley Memorial Bar-B-Q, Lancaster
- 23 Trustees
- 24 Executive Board

AUGUST

- 1-2 Advisory Council, Concord
- 6 Trustees
- 15 Shop Steward, Reno
- 15 Golf Tournament, Monterey
- 20 Trustees
- 21 Safety Committee
- 28 Executive Board

SEPTEMBER

- 3 Trustees
- 11 Pin Dinner, Marysville
- 17 Trustees
- 18 Safety Committee
- 18 Pin Dinner, Auburn

SEPTEMBER

- 19 5th Annual IBEW Golf Tournament, San Ramon
- 25 Executive Board
- 26 Golf Tournament, Alameda

NOVEMBER

- 8 Advisory Council
- 12 Trustees
- 20 Safety Committee
- 25 Trustees

DECEMBER

- 10 Trustees
- 18 Safety Committee
- * Executive Board
- 24 Trustees

APPOINTMENTS

PACIFIC GAS AND ELECTRIC COMPANY

General Office/Computer Operations Department
Training Committee

Jimmy Ramirez
Erin McCarthy

TRUCKEE-DONNER PUD

Truckee-Donner PUD Negotiating Committee

Beverly Johnson
Mike McGovern
Celissa Schreiner

CENTRAL LABOR COUNCILS

Five Counties Central Labor Council

Russell Shelton

CONFERENCES AND CONVENTIONS

Sixth Annual Western Regional Summer Institute
for Union Women

Susan David
Shirley Henry
Litha Saunders
Sue Johnson
Olivia Mercado
Barbara Symons
Linda Jurado
Michelle Perriera
Gwen Wynn
Karen Russell
Paula Ramsey
Dorothy Fortier

Thirty-First Annual Convention
of the Nevada State AFL-CIO

Jack McNally
John Stralla
Mack Wilson
Frank Davis
Sylvester Kelly
Anne Spencer
Marsha Barker
Kathy Tindall

Ecology of Work Conference

Corb Wheeler

Legislative Conference of the
National Council of Senior Citizens

Gene Hastings

MERCED IRRIGATION DISTRICT

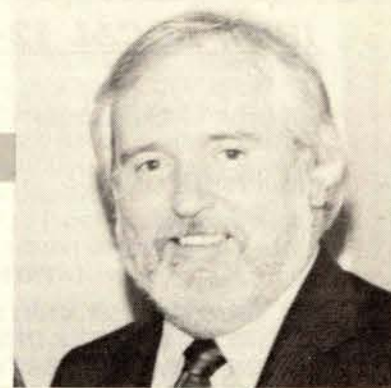
Merced Irrigation District Negotiating Committee

William Taylor
Michael E. Powers
William C. Latronica
Michael Higgins

POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



Governor wipes out Cal/OSHA, over protests by workers, Labor

In 1913 the California state legislature passed into law a workers' compensation system. It was called the Workmen's Compensation Insurance and Safety Act. The Act changed workers' compensation from a voluntary to a compulsory system with an Industrial Accident Commission to administer the system. The Act also gave the Commission power to prescribe safety regulations, thus the beginning of a safety program for all workers in the State of California.

Over the years, safety regulations and standards were first developed and enforced in California by the Division of Industrial Safety.

In the early seventies, the Congress passed into law the Occupational Safety and Health Act. This federal OSHA provided that a state could, if it desired, have its own safety program in place of the federal program as long as certain minimum standards were met. In addition, the federal government would provide some funding to a state-run program.

California immediately applied for its own program, and this became known as Cal/OSHA.

Historically, Local 1245 has been actively involved with the California safety program, participating in the development of standards and regulations in the electrical industry. Local 1245 was in the forefront on safety standards for linemen and has participated in standards' setting for a wide range of health and safety measures throughout our jurisdiction.

The California safety program has been recognized as the best state program in the United States, with more extensive protective provisions than federal OSHA.

For the first time in over 70 years, California will not have its own safety program. This month Governor Deukmejian wiped out Cal/OSHA for private workers and turned the responsibility over to the federal government. He vetoed \$8 million for the state safety program out of a \$40.5 billion budget, which amounted to less than one tenth of one percent of the entire budget.

Jack Henning, Executive Secretary of the California Labor Federation, has made every effort with the Deukmejian administration to preserve Cal/OSHA. Thousands of letters were written to legislators and the Governor, appealing the decision to delete the program. All of this, to no avail.

Deukmejian says we are in a time of fiscal constraint and, therefore, are returning the worker safety program to the federal government. Jeopardizing the lives and well being of workers for less than one tenth of one percent just doesn't make sense. The Deukmejian administration and the media keep saying they are returning the program to the federal government. This is not correct, as the government has never administered the safety program in California. California's program was in effect before the enactment of federal OSHA and continued after as provided under federal OSHA.

There are differences between federal OSHA and Cal/OSHA, with federal OSHA being less restrictive. The National AFL-CIO has regularly criticized OSHA for failures to enforce the law and the lack of standards in some industries.

It is obvious that federal OSHA will not have the ability to do as well as the state has done.

The employers in this state could have stopped Deukmejian from abandoning the safety program. They didn't—they don't want Cal/OSHA either. Clearly, federal OSHA holds less constraints for employers.

This is just another step toward the dismantling of worker protection programs.

In Unity,

PHYSICAL/CLERICAL PROPOSALS

From PAGE ONE

TITLE 5. UNION ACTIVITY

5.5 ORIENTATION MEETING (PHYSICAL)

[NEW EMPLOYEE ORIENTATION]

5.6 ORIENTATION MEETING (CLERICAL)

[NEW EMPLOYEE ORIENTATION]

The Company will notify the respective Shop Steward or representative of the Union in advance of new bargaining unit employees' orientation meeting schedule. Company shall provide necessary paid time and facilities during Company orientation for the Union's orientation of employees.

[Company shall include a one-page document, as submitted by Union, in the package of information provided to employees hired into classifications represented by Union summarizing the benefits of Union membership. Such document shall not include any matter derogatory to the Company or its customers. (Added 1-1-84)]

TITLE 101. LEAVE OF ABSENCE

TITLE 6. LEAVE OF ABSENCE

101.2 PERIODS OF LEAVE (PHYSICAL)

6.2 PERIODS OF LEAVE (CLERICAL)

- (a) Unchanged
- (b) Child Care Leave: a regular employee who has **become a parent by the birth of a child** [given birth to,] or has adopted a child, shall be entitled to an unpaid "leave of absence" for a period not to exceed six consecutive months, [as provided for in Section 101.2 (6.2),] without reference to urgent and substantial personal reasons to care for such newborn or adopted child. When an employee who was granted a leave for child care applies for reinstatement the employee will be returned to the employee's former classification and headquarters which the employee vacated.

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

If a vacancy of this kind does not exist after the second six consecutive months, the employee's Service shall be terminated. (Entire Subsection Added 1-1-84)

101.6 UNION LEAVE OF ABSENCE (PHYSICAL)

6.6 UNION LEAVE OF ABSENCE (CLERICAL)

Subject to the provisions of Section 101.1 (6.1) 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** [36] consecutive months. An employee who has returned to work for Company following an absence on "leave" for Union business in excess of **12** [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.

101.7 RETURN FROM UNION LEAVE OF ABSENCE (PHYSICAL)

Unless an employee who is on "leave of absence" for Union business notifies Company that he will return to work at the end of the first **12** [six] months of such absence, his job shall be considered as vacant, and Company may fill it as provided in Title 205 in the case of a Division job, or as provided in Title 305 in the case of a General Construction job. When such employee returns to employment after an absence in excess of **12** [six] months, he shall be employed in his former Division or Department and in his former classification subject to the following:

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

6.7 RETURN FROM UNION LEAVE OF ABSENCE (CLERICAL)

Unless an employee who is on "leave of absence" for Union business notifies Company that he will return to work at the end of the first **12** [six] months of such absence, his job shall be considered as vacant, and Company may fill it as provided in Title 18. When such employee returns to employment after an absence in excess of **12** [six] months, he shall be employed in his former Division or Department and in his former classification subject to the following:

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

101.9 FUNERAL LEAVE (PHYSICAL)

6.9 FUNERAL LEAVE (CLERICAL)

(a) [If at all possible,] A regular employee will be granted the actual time off with pay necessary to attend the funeral of a member of the immediate family, including the time the body may lie in state and the day of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed **five** [three] workdays. The immediate family shall be [limited to]: an employee's spouse, parent, grandparent, grandparent-in-law, parent-in-law, child, grandchild, son-in-law, daughter-in-law, **brother-in-law**, **sister-in-law**, stepchild, **step-parent**, brothers, sisters, half-brothers and half-sisters, foster parents, or a more distant relative **and anyone** who was a member of the employee's immediate household at the time of death. (Amended 1-1-84)

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

101.10 JURY DUTY (PHYSICAL)

6.10 JURY DUTY (CLERICAL)

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

(a) Regular employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be rescheduled to a first shift during such a period of time at the straight rate of pay, and such employees assigned to a second shift who [are actually impaneled on a jury or] are required to report to the jury commissioner on a second consecutive workday or more shall be rescheduled to a first shift on a Monday-Friday basic workweek during such a period of time at the straight rate of pay. Such employees will be paid at their basic rate of pay. In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered as time worked and, if dismissed by the court on any workday before the end of the employee's regular work hours, such employee, shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work. (Amended 1-1-84)

(b) Unchanged.

(c) Unchanged.

101.11 WITNESSES (PHYSICAL)

6.11 WITNESSES (CLERICAL)

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

(a) Unchanged.

(b) Employees who are subpoenaed to appear **as a witness in any matter** [in litigation in which Company has no interest and is not a party, but nonetheless involves an employee's presence as to matters arising out of and in the course of their employment with Company] will be paid at their regular straight time rate of pay for the time required to appear or testify (but not more than eight hours in any one normal workday), less any remuneration they are entitled to by law except that travel and other expenses for which they are reimbursed which are not subject to income tax will not be included when computing such remuneration.

(c) Unchanged

(d) Delete.

101.12 ADOPTION (PHYSICAL)

6.12 ADOPTION (CLERICAL)

Regular employees will be allowed time off with pay **as** [up to one workday] necessary for court appearances in connection with child adoption procedures.

TITLE 103. HOLIDAYS

TITLE 14. HOLIDAYS

103.1 HOLIDAY ENTITLEMENT (PHYSICAL)

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

- (a) are paid for the workdays immediately before and after the holiday, or
- (b) are off work with permission, but without pay, for reasons of illness or disability, on the workdays immediately before and after the holiday, or
- (c) are paid for the workday either before or after the holiday but are off work with permission without pay on the other day, shall, except as provided in Section 103.7, be entitled to have the following holidays off with pay when they fall on a workday in his basic workweek:

New Year's Eve

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Half Day Holiday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

Employee's Birthday

Three [Two] Floating Holidays

(December 31) 1/2 Day

(January 1)

(January 15)

(3rd Monday in February)

(see Section 103.3(b))

(last Monday in May)

(July 4)

(1st Monday in September)

(November 11)

(4th Thursday in November)

(see 103.5)

(December 24) 1/2 Day

(December 25)

(see Section 103.2)

(see Section 103.3)

14.1 HOLIDAY ENTITLEMENT (CLERICAL)

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

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

New Year's Eve

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Half Day Holiday

Memorial Day

Independence Day

Labor Day

Veteran's Day

(December 31) 1/2 Day

(January 1)

(January 15)

(3rd Monday in February)

(see Section 14.3(c))

(last Monday in May)

(July 4)

(1st Monday in September)

(November 11)

Thanksgiving Day (4th Thursday in November)
 Friday after Thanksgiving (see 14.5) [below]
Christmas Eve (December 24) 1/2 Day
 Christmas Day (December 25)
 Employee's Birthday (see Section 14.2)
Three [Two] Floating Holidays (see Section 14.3)

103.3 FLOATING HOLIDAY (PHYSICAL)

(a) Unchanged.

(b) **Half Day Holiday.**

Employees shall be entitled to a half day off with pay to be utilized for any Religious observance or as a half day holiday provided Company is notified at least 15 days in advance of such time off.

14.3 FLOATING HOLIDAY (CLERICAL)

(a) Unchanged.

(b) Unchanged.

(c) **Half Day Holiday.**

Employees shall be entitled to a half day off with pay to be utilized for any Religious observance or as a half day holiday provided Company is notified at least 15 days in advance of such time off.

103.7 WORK ON HOLIDAYS (PHYSICAL)

(a) Regular employees **who are** [in the classifications listed below may be regularly] scheduled to work on holidays which fall on their workdays, [and] shall be compensated therefore as provided in Title 208 **and 308**. The number of such employees [regularly] scheduled to work on a holiday shall be kept at a minimum consistent with operational requirements. [By agreement between the employee and the Company.] **The employee may take one additional workday off with pay[,] in lieu of the holiday pay which will be considered a floating holiday and which must be taken within a 12-month period.**

[Classifications listed in Exhibits III, IV and V
 Roving Operator
 Maintenanceman, Water Facilities
 Classifications subject to the provisions of Section 202.5]

If the Company determines that the services of an employee, who, is [regularly] scheduled to work on a holiday, are not required on the holiday, such employee, upon being notified by Company any time prior to quitting time of his workday next preceding the holiday, shall then take the holiday off with pay and his name shall be considered to be removed from the schedule for such day. (Amended 1-1-84)

(b) Delete.

(c) Unchanged.

14.7 WORK ON HOLIDAYS (CLERICAL)

(a) Delete.

(a) Regular employees who are scheduled to work on holidays which fall on their workdays, shall be compensated therefore as provided in Title 12. The number of such employees scheduled to work on a holiday shall be kept at a minimum consistent with operational requirements. The employee may take one additional workday off with pay in lieu of the holiday pay which will be considered a floating holiday and which must be taken within a 12-month period.

(b) Unchanged.

TITLE 104. MEALS

104.2 MEALS — EMERGENCY OUTSIDE WORK HOURS AND NON-WORKDAYS — GENERAL (PHYSICAL)

If Company requires an employee to perform emergency work on the employee's non-workday or wholly outside of the employee's regular work hours on workdays, it shall [, if possible,] provide the employee with a meal at intervals of approximately four hours for as long as such work continues, but such employee shall not be required to work more than five consecutive hours without a meal if one can be provided. This Section shall be construed not to apply to cases wherein work extends beyond regular quitting time on a workday.

104.3 MEALS — EMERGENCY PRIOR TO WORK HOURS (PHYSICAL)

If Company requires an employee to perform emergency work on workdays starting **one** [two] hour[s] or more before regular work hours and such employee continues to work into regular work hours, he shall provide for one meal on the job and Company shall provide other meals as required by the duration of the work period, but if such emergency work starts less than **one** [two] hour[s] before regular work hours the usual meal arrangements shall prevail. If in any of the foregoing cases Company does not give an employee an opportunity to eat a breakfast and prepare a lunch before reporting for work, it shall provide such meals for him. The meals provided for in this Section shall be eaten at approximately the usual times therefore and the usual practice relating to lunch periods on workdays shall prevail.

104.8 MEALS — PREARRANGED WORK BEFORE REGULAR HOURS (PHYSICAL)

If Company requires an employee to perform prearranged work starting **one** [two] hour[s] or more before regular work hours on workdays or non-workdays and such employee continues to work into regular work hours, he shall provide for one meal on the job and Company shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times therefore and the usual practice relating to lunch periods on workdays shall prevail.

104.9 MEALS — REIMBURSEMENT WHEN PURCHASED (PHYSICAL)

Company shall reimburse an employee for the cost of a meal under the provisions of this Title [only] when such meals are purchased by the employee.

104.10 MEALS — REIMBURSEMENT AND TIME TAKEN (PHYSICAL)

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

one[- half] hour. [If] An employee who is entitled to a meal under the provisions of this Title prior to work or upon dismissal from work [does not accept such meal he] shall nevertheless be entitled to such time allowance of one[-half] hour[.] **and meal reimbursement as provided in (b) below.**

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

		[Effective 1-1-84]	[Effective 1-1-86]	
1.	Prior to reporting to work:			
(i)	Meal nearest regular starting time	[\$5.00]	[\$5.25]	\$7.00
(ii)	Meal nearest midpoint of regular hours	[6.00]	[6.30]	7.00
(iii)	Meal nearest regular quitting time	[11.00]	[11.55]	14.00
2.	Meal following dismissal from work	[11.00]	[11.55]	14.00
3.	Meal missed during a work period			14.00
(c)	Unchanged.			

104.12 OVERTIME MEALS FOR SHIFT EMPLOYEES (PHYSICAL)

The provisions of this Title shall apply to shift employees as follows:

(a) he may arrange to have a meal purchased for him and delivered to the job. In such event, Company shall pay **all costs associated with such meal** [the cost of the meal but will not be liable for delivery of the meal], or

(b) when held over from his previous shift, he may take the meal upon dismissal from work and Company shall pay the cost of the meal and one[-half] hour for the time to consume such meal, or in lieu thereof, the employee may elect to receive a flat payment in accordance with the schedule set forth in 104.10(b) plus a time allowance of one[-half] hour, or (Amended 1-1-84)

(c) such employee may provide the meal(s) on the job, and the Company shall pay the employee an allowance of **\$7.00** [\$6.00] for each meal [(Effective 1-1-86: \$6.30)]. (Amended 1-1-84)

(d) Unchanged.

104.15 MEALS-RESIDENT EMPLOYEES (PHYSICAL)

This Title shall apply to resident employees. Where Company determines that it is not practicable to provide meals on the job for resident employees, as herein provided, they shall provide their own meals and Company shall reimburse them for the cost thereof not to exceed **\$7.00** [\$6.00] for each meal [(Effective 1-1-86: \$6.30)]. (Amended 1-1-84)

TITLE 16. MEALS (CLERICAL)

The Union proposes to include Title 16-Meals of the Clerical Agreement in the "Guidelines for Use in the Administration of Meals" clarification.

In addition the Union proposes to make Title 16 of the Clerical Agreement read exactly as Title 104 of the Physical Agreement with the exception of Section 104.15. Two additional subsections have been added. All section references to Title 16 will be changed.

TITLE 105. SAFETY

105.10 INDUSTRIAL INJURY REPORTS (PHYSICAL)

105.10 INDUSTRIAL INJURY REPORTS (CLERICAL)

(a) Company shall notify Union within 24 hours of serious injury or fatal accident involving an employee covered by this Agreement. Union may, at its discretion, have at least one representative as an observer at all investigations of such accidents. Company accident or injury reports from such investigations shall be sent to Union within 5 days.

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

TITLE 107. MISCELLANEOUS

107.2 HEALTH AND SAFETY-FACILITIES AND EQUIPMENT

[SAFETY STRAPS] (PHYSICAL)

The Company will furnish proper facilities and equipment for the safety and health of all of its employees, conforming with applicable ordinances and laws.

[Initially employees shall furnish their own safety straps, which shall conform to Company specifications. When a safety strap is worn out in Company service, or is condemned by Company, it shall be replaced at no cost to the employee.]

TITLE 111. VACATIONS

TITLE 8. VACATIONS

111.2 VACATION ALLOWANCE (PHYSICAL)

8.2 VACATION ALLOWANCE (CLERICAL)

(a) Unchanged.

(b) Delete Paragraph 1.

[(Effective 1-1-86)] In the subsequent calendar year and in each year thereafter, up to and including the fifth calendar year following his employment date, a regular employee shall be entitled to a vacation of ten workdays with pay. (Added 1-1-84)

(c) Delete paragraph 1.

[(Effective 1-1-86)] In the sixth calendar year and in each year thereafter, up to and including the **10th** [15th] calendar year following his employment date, a regular employee shall be entitled to a vacation of 15 workdays with pay. (Added 1-1-84)

(d) Delete paragraph 1.

[(Effective 1-1-86)] In the **11th** [16th] calendar year and in each year thereafter, up to and including the **15th** [21st] calendar year following his employment date, a regular employee shall be entitled to a vacation of 20 workdays with pay. (Added 1-1-84)

See NEXT PAGE

PHYSICAL/CLERICAL PROPOSALS

— CONTINUED

(e) Delete paragraph 1.
[(Effective 1-1-86)] In the **16th** [22nd] calendar year and in each year thereafter, up to and including the **20th** [29th] calendar year following his employment date, a regular employee shall be entitled to a vacation of 25 workdays with pay. (Added 1-1-84)

(f) Delete paragraph 1.
[(Effective 1-1-86)] In the **21st** [30th] calendar year and in each year thereafter, up to and including the **25th** calendar year following his employment date, a regular employee shall be entitled to a vacation of 30 workdays with pay. (Added 1-1-84)

(g) In the **26th** calendar year and in each year thereafter, up to and including the **30th** calendar year following his employment date, a regular employee shall be entitled to a vacation of 35 workdays with pay.

(h) In the **31st** calendar year and in each year thereafter following his employment date, a regular employee shall be entitled to the vacation as shown in (g) above. Also, such employee shall be entitled to an additional vacation day with pay for each year above 30 years of service.

111.3 SERVICE ANNIVERSARY VACATION—BONUS VACATION (PHYSICAL)

8.3 SERVICE ANNIVERSARY VACATION—BONUS VACATION (CLERICAL)

(a) In the fifth calendar year following his employment date and in each fifth calendar year thereafter, Company shall grant each employee a service anniversary vacation of five workdays. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 111.2 (8.2) above to which the employee may be otherwise entitled in that calendar year and he acquires no right as to all or any part of the service anniversary vacation unless he works in the calendar year in which it is granted. The service anniversary vacation, as herein provided, vests on the first day of each calendar year in which an employee qualifies for a service anniversary vacation, and must be taken **prior to next service anniversary year**. [in that calendar year.] (The provisions of this Section shall not apply to part-time or intermittent employees.)

(b) Unchanged.

111.11 DEFERRED VACATION (PHYSICAL)

8.11 DEFERRED VACATION (CLERICAL)

(a) An employee may defer vacation in one year and add it to his vacation in the next following year, provided that the Company gives its approval thereto prior to December 1 of any year. In no event shall an employee defer vacation longer than **two** [one] years, or be permitted to take more than a total of **three** [two] vacation allowance years in any one vacation year, or take a vacation in advance of the year in which it is due. An employee may defer vacation in consecutive years provided that in no event shall the amount of vacation deferred exceed more than **two** [one] year's vacation allowance. (Amended 1-1-80)

(b) Unchanged.

111.12 STARTING DAY (PHYSICAL)

For the purposes set forth in the following Section 111.13, 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 of the week other than Monday, where the vacation shall commence with the starting day of the employee's basic workweek. However, by prior arrangement with the employee's supervisor, an employee shall be allowed vacation 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.

111.13 SCHEDULING (PHYSICAL)

(a) Unchanged.

(b) Division Employees Only

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

(2) to prevent undue interference with the proper and economic rendition of service to the public, Company may designate the number of employees at a headquarters, the number of employees within a classification at a headquarters [or within a Division] or the number of employees within a combined group of classifications within a line of progression at a headquarters [or within a Division] which may be on vacation at one time. In such event there shall be a separate sign-up schedule for each such group and a vacation schedule shall be prepared for each group giving effect where possible to the selection of employees in order of their Service within the group designated.

(3) Unchanged.

(4) Unchanged.

(c) General Construction Employees

(1) Company shall prepare the annual vacation schedule giving effect to the employees' selections where practicable and taking into consideration their Service. Vacations are to be scheduled in increments of one week or more, except that any employee may schedule [up to five days per year] in increments of one day or more. (Amended 1-1-80)

(2) Unchanged.

(3) Unchanged.

8.13 SCHEDULING (CLERICAL)

(a) Unchanged.

(b) (1) Unchanged.

(2) To prevent undue interference with the proper and economic rendition of service to the public, Company may designate the number of employees at a headquarters, the number of employees within a classification at a headquarters [or within a Division] or the number of employees within a combined group of classifications within a line of progression at a headquarters [or within a Division] which may be on vacation at one time. In such event there shall be a separate sign-up schedule for each such group and a vacation

schedule shall be prepared for each group giving effect where possible to the selection of employees in order of their Service within the group designated.

(3) Unchanged.

TITLE 112. SICK LEAVE

TITLE 7. SICK LEAVE

112.1 QUALIFICATION AND RATE OF COMPENSATION (PHYSICAL)

7.1 QUALIFICATION AND RATE OF COMPENSATION (CLERICAL)

After completing one year of Service and for each year of Service thereafter, a regular employee shall be **granted** [allowed] sick leave with pay for a total of **96** [80] hours per calendar year; and a regular part-time employee shall be **granted** [allowed] sick leave with pay for such portion of **96** [80] hours per calendar year as the average number of hours he regularly works in a week bears to 40.

112.2 ACCUMULATION (PHYSICAL)

7.2 ACCUMULATION (CLERICAL)

A regular employee, in addition to his annual sick leave which he is **granted** [allowed] under the provisions of Section 112.1 (7.1), shall be **granted** [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.]

112.3 ADDITIONAL SICK LEAVE AFTER 10 YEARS (PHYSICAL)

7.3 ADDITIONAL SICK LEAVE AFTER 10 YEARS (CLERICAL)

In the calendar year in which Company anticipates that an employee may attain ten years of Service and in any calendar year thereafter, an employee whose sick leave record qualifies him in accordance with the formula shown below shall, upon exhausting his accumulated and current sick leave, be **granted** [allowed] additional sick leave, if needed, not to exceed **192** [160] hours in such calendar year.

(a) [For each of the preceding eight calendar years,] Calculate the employee's annual sick leave accrual by subtracting from **96** [80] hours each year the hours (not exceeding **96** [80] hours) of sick leave he used in such year.

(b) Total such annual sick leave accrual. [for the eight years involved.]

(c) If such total is **384** [320] hours or more, the employee shall be qualified for the additional allowance.

(d) Unchanged.

112.4 ADDITIONAL SICK LEAVE AFTER 20 YEARS (PHYSICAL)

7.4 ADDITIONAL SICK LEAVE AFTER 20 YEARS (CLERICAL)

In the calendar year in which Company anticipates that an employee may attain 20 years of Service, an employee who has qualified for additional sick leave under Section 112.3 (7.3) shall, upon exhausting such additional sick leave as provided in Section 112.3 (7.3), be **granted** [allowed], if needed, an additional **192** [160] hours in such calendar year. Once the employee has qualified for such additional allowance, such additional allowance shall be renewed in full on the first day of each succeeding calendar year.

112.5 ORDER OF USE (PHYSICAL)

7.5 ORDER OF USE (CLERICAL)

Delete.

112.6 [HOURLY INCREMENTS] USE OF SICK LEAVE (PHYSICAL)

7.6 [HOURLY INCREMENTS] USE OF SICK LEAVE (CLERICAL)

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 medical and dental appointments shall be charged as sick leave.] **Time off shall be granted for the employee's personal medical and dental appointments or for medical and dental appointments for the employee's immediate family which require the employee's presence.**

112.8 ABUSE (PHYSICAL)

7.8 ABUSE (CLERICAL)

Company may require satisfactory evidence of an employee's illness or disability before sick leave will be granted. **if the Company can demonstrate that such employee has abused sick leave entitlements within the preceding calendar year or upon agreement between Company and Union that a reasonable suspicion 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 all sick leave payments he received as a result of such abuse. In case of recurring offenses by the employee, Company may cancel all or any part of his current and cumulative sick leave, and may treat the offense as it would any other violation of a condition of employment. Charges of alleged discrimination in the application of this Section shall be investigated by the Local Investigating Committee described in Section[s] 102.6[3 or 102.8.] (9.6).

112.10 LIGHT WORK (PHYSICAL)

(a) Unchanged.

(b) It is Company's policy in the administration of Subsection 112.10(a) above to assign employees who are permanently partially disabled to such light work as may be available within the employee's current classification. When making such assignments within the employee's classification, Company shall give consideration to whether or not the disability is industrially related, the employee's service, the operating requirements of the **Division** [District] or Department, and the temporary assignments as provided in Section 108.2. For example, in the Electric Transmission and Distribution Department of the Divisions, Company will attempt to assign employees who can no longer meet the climbing requirement but who are otherwise qualified as journeymen to duties which require journeyman skills but do not require employees to climb on a regular basis. The foregoing shall not be interpreted to apply to more than one journeyman, including classifications higher thereto in the normal line of progression, in **five** [ten] in any headquarters and shall be administered on the basis of service and qualifications.

- (c) Unchanged.
- (d) Unchanged.

TITLE 201. EXPENSES

TITLE 15. EXPENSES

201.1 TEMPORARY ASSIGNMENTS (PHYSICAL)

Employees who are temporarily assigned to work at such distance from their established headquarters that it is impracticable for them to return thereto, or to their regular place of abode, shall for the duration of such assignment be allowed actual personal expenses for board and lodging *mutually agreed to* and for other incidental items of expense. [approved in advance of the assignment, provided that they board and lodge at places designated by Company.] The time spent by such employees in traveling to their temporary headquarters or their temporary place of abode at the beginning of a temporary assignment and from it at its conclusion and any expense incurred therein shall be paid by Company.

201.2 NON-WORKDAYS—EXPENSES (PHYSICAL)

(a) If on their non-workdays any such employees remain at such designated places, their expenses for board and lodging on such days shall be paid by Company, but if they go elsewhere for their personal convenience, Company shall not reimburse them for any expense they incur thereby. If any such employees return to their homes for their non-workdays, including any holiday which immediately precedes or follows their non-workdays, *at the employees option*, Company [at its option] shall:

- (1) Unchanged.
- (2) Unchanged.

(b) In lieu of (1) and (2) in Subsection (a) hereof and when such temporary assignment extends beyond the second consecutive workweek, except at the conclusion of such assignment, an employee may, in any succeeding workweek in which he does not work on a non-workday, elect to provide his own transportation between his temporary headquarters and his regular headquarters or place of abode, in which event Company shall give him an allowance for actual time spent in travel time between such locations, [exclusive of stopovers.] Such allowance shall be computed at the straight rate of pay of his classification at the temporary headquarters. In addition, he shall be allowed transportation expense at the minimum common carrier rate.

201.4 MOVING EXPENSES (PHYSICAL)

15.1 MOVING EXPENSES (CLERICAL)

An employee who is required to change his *residence* [resident] from one locality to another for Company's convenience shall be reimbursed by Company for *the reasonable costs incurred in connection with moving his household, and normal closing costs associated with selling and buying a home. Company shall provide the employee a cash moving allowance equal to one month's pay, and personal living expenses for the employee and his immediate family if the employee is required to report to the new headquarters before moving into the new residence. Personal living expenses will be provided for a maximum of 90 days, not to exceed \$3,000.*

No reimbursement shall be made by Company for expenses incurred by an employee in connection with a transfer which is made at an employee's request or the result of an employee's successful bid for a job. [any expense he incurs thereby in moving his household goods, but no reimbursement shall be made by Company for expenses incurred by an employee in connection with a transfer which is made at his request or the result of his bid for a job.]

201.8 TRAVEL AND EXPENSES-NON-COMMUTABLE LOCATION (PHYSICAL)

(a) If it is impracticable for an employee who attends training classes to return to his regular headquarters or to his living quarters each day, Company shall, for the duration of the training assignment, provide him board and lodging, or, [at its option,] provide him with lodging and reimburse him for the reasonable cost for meals, [With the advance approval of the supervisor in charge of the training classes,] local transportation expense and other incidental expenses. [shall be paid by Company.]

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

(d) If an employee elects not to utilize Company-designated board and lodging on his non-workdays, including any holiday which immediately precedes or follows his non-workdays, Company shall allow him for transportation the sum of \$10.00 per day for each of such days. In lieu of such allowance, Company may provide transportation arrangements between the training location and his living quarters or regular headquarters in accordance with Subsection 201.9(a). If he is scheduled to attend the training class for three consecutive weeks or more, transportation allowances under the provisions of Subsection 201.9(a), (b), or (c) will apply, commencing with the second weekend and *every* [alternate] weekend[s] thereafter for the duration of such scheduled attendance. (Amended 1-1-80)

15.5 TRAVEL AND EXPENSES-NON-COMMUTABLE LOCATION (CLERICAL)

(a) If it is impracticable for an employee who attends training classes to return to his regular headquarters or to his living quarters each day, Company shall, for the duration of the training assignment, provide him board and lodging or, [at its option,] provide him with lodging and reimburse him for the reasonable cost for meals, [With the advance approval of the supervisor in charge of the training classes,] local transportation expense and other incidental expenses. [shall be paid by Company.] (Added 1-1-84)

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

(d) If an employee elects not to utilize Company-designated board and lodging on his non-workdays, including any holiday which immediately precedes or follows his non-workdays, Company shall allow him for transportation the sum of \$10.00 per day for each of such days. In lieu of such allowance, Company may provide transportation arrangements between the training location and his living quarters or regular headquarters in accordance with Subsection 15.6(a). If he is scheduled to attend the training class for three consecutive weeks or more, transportation allowances under the provisions of Subsection

15.6 (a), (b), or (c) will apply, commencing with the second weekend and *every* [alternate] weekend[s] thereafter for the duration of such scheduled attendance. (Added 1-1-84)

TITLE 202. HOURS

TITLE 10. HOURS OF WORK

202.15 HOURS AND WORKWEEKS — GENERAL SERVICE (PHYSICAL)

Delete.

10.6 EXCEPTION TO 10.4 (CLERICAL)

Delete.

10.8 TEMPORARY CHANGE OF HEADQUARTERS (CLERICAL)

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

202.17 CHANGE OF HOURS-FIRST FOUR DAYS (PHYSICAL)

(a) Unchanged.

(b) Company shall pay overtime compensation for all work performed outside of regular work hours for the first four workdays of any such situation. On the fifth workday, provided that such day falls on an employee's regularly scheduled workday, and thereafter for the duration of any such situation, Company shall pay the straight rate of pay for work performed on workdays during the hours of work established under this Section. If any such situation extends beyond four workweeks, Company *shall* [and Union may agree to] rotate the assignment of employees thereto, but in such event the overtime compensation herein provided for will be not paid to any employee for more than the first four workday period worked outside of regular work hours.

- (c) Unchanged.
- (d) Unchanged.

202.20 PRE-JULY 1962 EXCEPTIONS (PHYSICAL)

Delete.

202.21 REMOTE REPORTING (PHYSICAL)

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

Application

1. Unchanged.
2. Unchanged.
3. Unchanged.
4. Unchanged.
5. Unchanged.
6. If more than the required number of qualified employees sign up for a given classification, preferential consideration shall be given by classification to the employee(s) with the *least accrued job sitting hours recorded. All employees will be returned to zero hours on January 1 and July 1 of each year.* [greatest Service.]
7. If a volunteer employee requests to be removed from the assembly site for cause, the employee shall be reassigned to his regular assigned headquarters. *If an employee requests to be removed and a volunteer is available no cause is needed.*
8. Unchanged
9. Unchanged.

TITLE 204. WAGES AND CLASSIFICATIONS

TITLE 13. WAGES

204.3 TEMPORARY UPGRADE (PHYSICAL)

When an employee is temporarily assigned to work in a classification higher than his regular classification he shall be paid for the time worked in the higher classification at the rate therefore, [provided that such time worked is not less than two hours during the day. Such time worked may be accumulated over an eight hour period by intervals of not less than one-half hour.]

13.4 TEMPORARY UPGRADE (CLERICAL)

When an employee is temporarily assigned to work in a classification higher than his regular classification [for four 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 highest wage rate of the following: (Amended 1-1-84)

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

TITLE 205. JOB BIDDING, PROMOTION AND TRANSFER

205.1 INTENT

(a) The provisions of this Title shall be interpreted and applied in a manner consistent with the parties' purpose and intent in negotiating the job bidding, [and] promotion, *and transfer* procedures contained herein, namely that when employees are qualified by knowledge, skill and efficiency and are physically able to perform the duties of a job, the employee with the greatest Service shall receive preference in accordance with the sequence of consideration outlined in Subsection 205.5(b)], and Section[s] 205.7 [and 205.8] for an appointment

See NEXT PAGE

PHYSICAL/CLERICAL PROPOSALS

— CONTINUED

to fill a vacancy, and that Company shall endeavor to expedite the filling of job vacancies.

(b) In filling vacancies in classifications [within the Divisions] described in Section 200.1, Company shall observe the above-stated purpose and intent in applying the provisions of this Title and the related provisions of Title 206, "Demotion and Layoff Procedure." Any alleged arbitrary or discriminatory disregard of this policy shall be subject to review under the grievance procedure.

205.2 PROBATIONARY EMPLOYEES

A probationary employee shall not be entitled to consideration under the provisions of this Title or Title 206.

205.3 FILLING TEMPORARY VACANCIES

(a) Whenever a vacancy occurs in any job classification, Company may temporarily fill it by assignment. 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 205.7. The foregoing shall apply whether or not the vacancy is one which must be filled on a regular basis.

(b) If the vacancy cannot be filled as outlined in (a) above, and the vacancy is for more than one basic work week, the senior qualified prebidder residing within a commutable distance (30 miles or 45 minutes road time) from the temporary headquarters shall be offered the vacancy.

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

205.4 PREBID PROCEDURE

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

(a) Eligibility: To be valid, an employee's prebid must be entitled to preferential consideration under the provisions of Subsection[s] 205.7 [(a) or (b) or Section 205.8]. A list of existing classifications by headquarters with appropriate prebid numbers is available in each headquarters where employees in the bargaining unit regularly report for work.

(b) Forms: Prebids must be submitted on the form provided by Company.

(c) Mail: Prebids may be submitted to Company by either United States or Company mail.

(d) Timeliness: Company shall not consider any prebid which was received by Company less than eight calendar days prior to the date the fully authorized job vacancy report was received and date stamped by the local [Personnel] **Human Resources** Department to fill a job vacancy in the classification and headquarters on which the prebid was made. Only those prebids valid as of the date stamped on the job vacancy report will be considered to fill such vacancy. Subsequent prebids [may] **shall** be considered only after that list has been exhausted[, provided they are received on or before the 18th of the current month where the vacancy has been processed for postbidding on accordance with Section 205.6. (Amended 1-1-84)] **If within a period of 90 days Company has exhausted the list of all valid prebidders on file, and the list of all subsequent prebidders submitted within 90 days, Company may fill the vacancy in accordance with the provisions of 205.13.**

(e) Date of Receipt: The date of receipt will be the date of the U.S. postmark if legible. If such postmark is illegible or if the prebid is submitted by Company mail, the date of receipt will be the Industrial Relations' date stamp.

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

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

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

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

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

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

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

(6) upon receipt of authorization from the local [Personnel] **Human Resources** Department to cancel prebids because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 206.9, with notification to the employee by the local [Personnel] **Human Resources** Department of such cancellation. In the latter cases, if appropriate, the employee's prebid will be given 205.7[(b)] consideration for 15 calendar days from the time the local [Personnel] **Human Resources** Department notifies employee of such cancellation. (Amended 1-1-84)

(h) New Jobs at a Headquarters: **the Company** [Each Division] shall post,

on all bulletin boards **throughout the System**, a notice describing all new classifications at existing headquarters or any job at a new headquarters **in the Company** [within such Division], on the first of any month in which such jobs are established. Such notice shall remain posted for a period of 15 calendar days. [If no prebids are received by the 18th of the same month, the job shall be posted in accordance with Subsection 205.6(a). (Entire Section amended 1-1-80)]

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

205.5 FILLING BEGINNER'S CLASSIFICATIONS

Whenever Company intends to fill a beginner's classification, Company shall fill it in the following sequence:

(a) Transfers made by regular employees who are entitled to preferential consideration under Section 206.9.

(b) Priority 1 vacancies as defined in Exhibit VII shall be filled by employees entitled to consideration pursuant to Title 600. When a vacancy occurs and a Priority 1 Transfer is on file, awards shall be made under 205.7(b) giving consideration to the employee with the greatest Service on a system-wide basis. If a Priority 1 award is not made, the vacancy shall be filled as provided for in [(c) or] (d) below. When a Priority 1 classification is newly established at a headquarters, Company shall post the vacancy as provided by 205.4(h). (Priority 1 status transfer.)

If a vacancy in a beginner's classification is not filled in accordance with the provisions of (a) and (b) above, it will be filled in the following manner:

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

(d) In making appointments to fill [the remaining one-half of] the vacancies in beginner's classifications in each line of progression in a given headquarters, Company shall give preferential consideration to regular **bargaining unit** physical and clerical employees who have previously requested in writing a transfer to fill such vacancies. [Preference for] **A[a]ppointments shall be given to the employee in each classification who has the greatest Service [in the following sequence:] on a system-wide basis.**

[(1) To such physical and clerical employees in the Division where the vacancy exists. (Priority 2 status transfer)

(2) To any other such physical or clerical employees. (Priority 3 status transfer)]

The provisions of this Subsection shall be applicable to a beginner's classification in a line of progression at a headquarters where a transfer application for such vacancy is on file [and the number of unrestricted appointments under provisions of Subsection 205.5(c) exceeds transfers]. All transfer requests must be submitted by United States or Company mail on a form provided by Company. The date of receipt shall be the postmark date if delivered by U.S. Mail, or Industrial Relations date stamp if delivered by Company mail or if the U.S. postmark is illegible. In no event shall the Company consider any transfer application which was received by Company less than eight calendar days prior to the established control date. The control date is first established on the date the fully authorized personnel requisition is received and date stamped by the local [Personnel] **Human Resources** Department to fill a job vacancy in the classification and headquarters on which the transfer application was made. If the transfer listing is exhausted without a successful candidate, a new control date will be established. This new control date will be the date of the decline or bypass of the last transfer applicant. Transfers which were not timely under the original control date but were received eight days prior to the new control date will then be given consideration. If the vacancy cannot then be filled by transfer, it may be filled by unrestricted appointment—no transfers on file.

(e) Company shall acknowledge receipt of all transfer applications within 15 calendar days from date of receipt and, without rejecting such applications, notify in writing an employee who submits a transfer application of any known reason which might preclude the employee from filling the classification on which the employee has submitted a transfer application, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available from the employee's [Personnel] **Human Resources** Department. (Amended 1-1-80)

(f) Within ten calendar days after the first of each month, Company shall, within each Division or Department, provide Union information on **all** beginning job vacancies that have been filled **within the system** the previous month as follows:

(1) Name of individual, social security number, employment date and classification.

(2) Classification of vacancy filled.

(3) Department and Headquarters of vacancy filled.

(4) Date vacancy filled.

(5) Show whether vacancy is regular or part-time.

(6) Show whether vacancy is filled by transfer[, new hire] or new hire—no transfers on file.

(7) Show whether vacancy filled is a newly established position at the headquarters.

(g) Attached hereto, made a part hereof and marked Exhibit VII, is a list of such beginner's classifications. (Entire Section amended 1-1-84)

(h) Cancellation of Transfers: Applications for Transfer are valid for a period of one year from the date of receipt or until such time as the employee changes classification and/or headquarters, or until such time as the employee rejects an appointment to the classification and headquarters on which the transfer application was made. Company will notify an employee of the cancellation of employee's applications for transfer as indicated below. Cancellations shall be

effective as follows:

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

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

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

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

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

(6) upon receipt of authorization from the local [Personnel] **Human Resources** Department to cancel transfers because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 206.9 with notification to the employee by the local [Personnel] **Human Resources** Department of such cancellation. In the latter cases the employee's transfer will be given the appropriate consideration for 15 calendar days from the date of notification. (Entire Subsection added 1-1-84)

205.6 [POSTBIDDING PROCEDURE]

(a) On the first day of each month, Company shall post throughout its System a list of all job vacancies in the unit described in Section 200.1 of this Agreement. The list shall include vacancies which have previously been posted but which have remained unfilled for a period of three months from the date last posted, and where the list of postbidders has been exhausted, and vacancies temporarily filled by Company as provided in Section 205.3, but excluding vacancies filled from prebids and temporary vacancies and vacancies in temporary jobs and in jobs in beginner's classifications. A vacancy created by an employee's absence on "leave" or by reason of industrial disability shall be deemed to be a temporary vacancy. (Amended 1-1-84)

(b) any regular employee of Company may submit to Company by either United States or Company mail a postbid on any job posted as vacant. The date of receipt shall be the postmark date if delivered by U.S. mail, or Industrial Relations date stamp if delivered by Company mail or if the U.S. postmark is illegible. Company shall not consider any postbid which is received by Company more than ten days from the date of posting of the job on which the bid is made. (Amended 1-1-80)]

205.7 SEQUENCE OF CONSIDERATION

Whenever a vacancy occurs in any job classification[, except those covered by Section 205.8,] which the Company intends to fill on a regular basis, Company shall fill it by award as soon as practicable. Prebids on any job covered by this Subsection shall be given preferential consideration in the following sequence:

(a) Bids made by employees who are entitled to preferential consideration under Section 206.9.

(b) Bids made by regular employees in the **System** [Division in which the vacancy exists] who are:

... in the same classification as that in which the job vacancy exists, or
... in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or
... at the top rate of pay of the next lower classification in the normal Line of Progression, except as otherwise provided in any applicable apprenticeship agreement.

[Whenever a vacancy occurs in any job classification which the Company intends to fill on a regular basis pursuant to Section 205.6, Company shall fill it by award as soon as practicable. Postbids on any job covered by this Subsection shall be given preferential consideration in the following sequence:

(a) Bids made by regular employees who are entitled to preferential consideration under Section 206.9.

(c) Bids made by regular employees who are:
... in the same classification as that in which the job vacancy exists, or
... in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or

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

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

(d) [(e)] Bids made by any regular employee of Company. (Entire Section amended 1-1-80)

205.8 [SEQUENCE OF CONSIDERATION—PREBIDS ON CERTAIN TRAINING CLASSIFICATIONS]

Whenever a vacancy occurs in an apprentice classification, Reserve Gas Serviceman classification or Corrosion Mechanic classification, except Apprentice Communication Technician, Apprentice Electrical Technician, and Apprentice Control Technician, which the Company intends to fill on a regular basis, Company shall fill it by award as soon as practicable. Prebids on any job covered by this Subsection shall be given preferential consideration in the following sequence:

(a) Bids made by employees who are entitled to preferential consideration under Section 206.9.

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

... in the same classification as that in which the job vacancy exists, or
... in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or
... at the top rate of pay of the next lower classification in the Line of Progression, except as otherwise provided in any applicable apprenticeship agreement.

(c) Bids made by any regular employee in the physical or clerical bargaining units within the Company. (Entire Section amended 1-1-80)]

205.9 PREFERENCE BY LENGTH OF SERVICE

When employees in the same preferential sequence as provided in Section[s] 205.7 [and 205.8] are each qualified by knowledge, skill, efficiency, adaptability

and physical ability for appointment to a job, the bid of the employee with the greatest Service **on a system-wide basis** shall be given preference for appointment.

205.10 TIME LIMITS ON BIDDING

Notwithstanding anything contained in this Title, Company shall not give consideration to any application for transfer[, or prebid (or postbid)] submitted by an employee who has changed lines of progression within the preceding 12 calendar months or who has entered a training classification within the preceding 12 calendar months, if the consideration of such application for transfer[, or prebid (or postbid)] would result in such employee returning to his or her last previous line of progression. Training classification is defined as a classification for which there exists a negotiated training program.

205.11 BYPASS FOR LACK OF QUALIFICATIONS

(a) Unchanged.

(b) Unchanged.

(c) **Employees with bids on file to classifications that require training shall not be bypassed if the Company has not provided such training.**

205.12 DESCRIPTION OF EXHIBITS VIII and IX

(a) Attached hereto, made a part hereof, and marked Exhibit VIII, is a list entitled "Job Comparisons" in which are listed certain classifications in General Construction, and opposite each, the classification in the **Company** [Division] which is deemed the same as the former for the purpose of Section[s] 205.7, and 205.8].

(b) Attached hereto, made a part hereof, and marked Exhibit IX, is a list of "Classifications" in the different departments which are considered as the same for the purposes of Sections 205.7, 205.8] and 206.4.

(c) Upon written agreement thereon by Company and Union, additions, deletions or any other exhibits:

Exhibit VII—Beginner's Classification

Exhibit VIII—Job Comparisons

Exhibit IX—Same Classifications

205.13 APPOINTMENT TO UNBID VACANCY

If Company does not within the time provided in Section 205.4[6] hereof receive any bids on a job which has been **authorized for filling** [posted], or does not receive a bid from an employee who possesses the qualifications set forth in Section 205.11 hereof, it may in its discretion make a final appointment to such job.

205.14 WORKING FOREMAN OR LEAD CLASSIFICATIONS

(a) 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 an employee must exercise supervisory duties, Company shall consider bids of employees submitted as herein provided, but Company may nevertheless make an appointment to fill such vacancy on the basis of ability and personal qualifications.

(b) In making an appointment to fill a vacancy in a classification in which an employee must exercise supervisory duties, Company, notwithstanding the provisions of Section 205.7, shall give preferential consideration to the bids submitted by employees who have a combined total of one year or more of experience in the journeyman classification or classifications higher thereto in the normal Line of Progression.

205.15 NOTIFICATION TO UNION OF BYPASS

When an employee is to be appointed to fill a job vacancy in preference to an employee with greater Service, as provided in Section[s] 205.7 [and 205.8], Company shall notify Union of the decision prior to such appointment.

205.16 RIGHTS TO GRIEVANCE

Any employee aggrieved by Company's application and interpretation of the job bidding and promotion policies established herein may thereon invoke the grievance procedure of this Agreement.

205.17 APPOINTMENT DUE TO URGENT NECESSITY

Notwithstanding anything contained in the foregoing provisions of this Title, Company by agreement with Union, may appoint, to fill a job vacancy, any employee who requests such appointment for reasons of urgent necessity, such as impairment of **the employee's** [his] health or that of a member of **the employee's** [his] family, or the lack of adequate educational facilities for **the employee's** [his] children in the locality in which **the employee** [he] has been employed, provided, however, that an appointment shall not be made hereunder to a classification which has a wage rate higher than the classification of the employee who requests the transfer. For consideration under this Section, an employee shall submit to the Company, by United States mail, a letter outlining **the employee's** [his] reasons for such request. When a vacancy occurs at a location that could alleviate the employee's problem, Company and Union may agree to the appointment of the employee to such vacancy.

205.18 EXCHANGE OF HEADQUARTERS

Company, by written agreement with Union, may consent to an exchange of headquarters between employees in the same classification and Line of Progression without reference to the foregoing provisions of this Title.

205.19 ENABLING CLAUSE

By written agreement between Company and Union, other provisions may be substituted for the provisions of this Title.

205.20 POSTING OF JOB AWARDS

[(a) At least once each month, and within an interval of not more than 31 days, each Division of Company shall post on the bulletin boards a list of all job awards made within the Division through prebids since the last list was posted. Such list will include the job vacancy classification and headquarters, the appointed employee's name and service, and the Agreement Section relied upon for the award. Such list shall be posted on a regular schedule in each Division. (Amended 1-1-80)

(b) Company shall post **biweekly** on the bulletin boards in each headquarter

See NEXT PAGE

PHYSICAL/CLERICAL PROPOSALS

— CONTINUED

ters within the system a list of all job awards made [through postbids and] through prebids in accordance with the provisions of Sections [205.8] **205.7 and 18.8 (of the Clerical Agreement)** and through transfers since the last list was posted. Such list will include the job vacancy number (where appropriate) and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. (Amended 1-1-84)

205.21 TOP RATE OF PAY OF THE NEXT LOWER CLASSIFICATION

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

To be entitled to preferential consideration under Subsection 205.7(b) [or (c), 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 time equal to or greater than the time required to progress from the starting wage rate to the top wage rate for the "next lower classification" having the lowest maximum wage rate.

Where a clerical classification is among a group of classifications listed in Exhibit VI as "next lower" in a physical line of progression, the physical classification with the lowest maximum wage rate shall prevail in determining the amount of time required to be worked in such listed "next lower classifications." (Entire Section added 1-1-84)

205.22 QUALIFICATIONS FOR GENERAL CONSTRUCTION EMPLOYEES BIDDING/TRANSFERRING TO [DIVISION] REGION OR GENERAL OFFICE DEPARTMENT JOBS

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

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

An employee in General Construction, other than an employee in a journeyman classification in the same line of progression as that in which the vacancy exists, must pass the appropriate agreed-to apprentice entrance tests, as designated in Paragraph A of the Master Apprentice Agreement before **the employee's** [his] bid to fill a vacancy in an apprentice or a journeyman classification will be considered. **The employee** [He] shall be entitled to retest following failure on the same schedule as a [Division] **Region or General Office Department** employee. (Entire Section added 1-1-84)

205.23 NEW HIRE QUALIFICATIONS/OTHER THAN BEGINNING JOBS

When an apprentice or a journeyman classification is to be filled by a new hire on either a permanent or temporary additional basis, such new hire must pass the appropriate agreed-to apprentice or journeyman entrance test, as designated in Paragraph A of the Master Apprentice Agreement.

TITLE 18. JOB BIDDING, PROMOTION AND TRANSFER

18.1 INTENT

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

(b) Under this Title a regular employee will be considered for promotion or transfer on the basis of **the employee's** [his] Service and qualifications. It is the intent of the parties that the establishment of lines of progression shall not operate to impede an employee's advancement unreasonably. The parties recognize that experience and training in the duties of a job which is vacant are important elements to be considered in determining an employee's qualifications therefor. In filling a vacancy in a clerical or office classification in the collective bargaining unit described in Section 2.1, Company shall observe the provisions of [Section 18.6 or] Section 18.8 and in so doing shall give effect to the above stated purpose and intent. Any alleged arbitrary or discriminatory disregard of this policy shall be subject to review under the grievance procedure.

(c) (Deleted 1-1-74)

18.2 PROBATIONARY EMPLOYEES AND DEFINITION OF TOP RATE OF PAY

(a) A probationary employee shall not be entitled to consideration under the provisions of this Title or Title 19.

18.3 FILLING TEMPORARY VACANCIES

(a) Unchanged.

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

[As used in this Title, a "Line of Progression" means a grouping of office and clerical job classifications within a Division or Department into a normal line of progression sequence from one classification to another.]

(c) Exhibit A, of this Agreement, is a listing of the Clerical Lines of Progression for the [Divisions] **Regions** and Departments, setting forth the Lines of Progression for the Classifications as referred to in Title 2, Section 2.1, of this Agreement. (Amended 1-1-84)

(d) Unchanged.

18.4 PREBID PROCEDURE

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

(a) Eligibility: To be valid, an employee's prebid must be entitled to preferential consideration under the provisions of Subsection 18.8(a) or (b)]. A list of existing classifications by headquarters with appropriate prebid numbers is available in each headquarters where employees in the bargaining unit regularly report for work.

(b) Forms: Prebids must be submitted on the form provided by Company.

(c) Mail: Prebids may be submitted to Company by either United States or Company mail.

(d) Timeliness: Company shall not consider any prebid which was received by Company less than eight calendar days prior to the date the fully authorized job vacancy report was received and date stamped by the local [Personnel] **Human Resources** Department to fill a job vacancy in the classification and headquarters on which the prebid was made. Only those prebids valid as of the date stamped on the job vacancy report will be considered to fill such vacancy. Subsequent prebids [may] **shall** be considered only after that list has been exhausted[, provided they are received on or before the 18th of the current month where the vacancy has been processed for postbidding in accordance with Section 18.7. (Amended 1-1-84)] **If within a period of 90 days Company has exhausted the list of all valid prebidders on file, and the list of all subsequent prebidders submitted within 90 days, Company may fill the vacancy in accordance with the provisions of 18.12.**

(e) Date of Receipt: The date of receipt will be the date of the U.S. postmark if legible. If such postmark is illegible or if the prebid is submitted by Company mail, the date of receipt will be the Industrial Relations' date stamp.

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

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

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

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

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

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

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

(6) upon receipt of authorization from the local [Personnel] **Human Resources** Department to cancel prebids because a job is deleted from the directory or an employee improperly designates rights, as provided in Section [18.9] **19.9**, with notification to the employee by the local [Personnel] **Human Resources** Department of such cancellation. In the latter cases, if appropriate, the employee's prebid will be given 18.8(b)] consideration for 15 calendar days from the time the local [Personnel] **Human Resources** Department notifies employee of such cancellation. (Amended 1-1-84).

(h) New Jobs at a Headquarters: **The Company** [Each Division] shall post, on all bulletin boards **throughout the System**, a notice describing all new classifications at existing headquarters or any job at a new headquarters **in the Company** [within such Division], on the first of any month in which such jobs are established. Such notice shall remain posted for a period of 15 calendar days. [If no prebids are received by the 18th of the same month, the job shall be posted in accordance with Subsection 18.7(a). (Entire Section amended 1-1-80)]

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

18.5 FILLING BEGINNER'S CLASSIFICATION

Whenever Company intends to fill a beginner's classification, Company shall

fill it in the following sequence:

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

If a vacancy in a beginner's classification is not filled in accordance with the provisions of (a) above, it will be filled in the following manner:

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

(c) In making appointments to fill [the remaining one-half of] the vacancies in beginner's classifications in each line of progression or [one-half of] the vacancies in regularly scheduled part-time jobs in a given headquarters, Company shall give preferential consideration to regular **bargaining unit** physical and clerical employees who have previously requested in writing a transfer to fill such vacancies. [Preference for] **A[a]ppointments** shall be given to the employee in each classification who has the greatest Service **on a system-wide basis**. [in the following sequence:

(1) To such physical and clerical employee in the Division where the vacancy exists (Priority 2 status transfer)

(2) To any other such physical or clerical employees. (Priority 3 status transfer)]

The provisions of this Subsection shall be applicable to a beginner's classification in a line of progression at a headquarters where a transfer application for such vacancy is on file [and the number of unrestricted appointments under provisions of Subsection 18.5(b) exceeds transfers]. All transfer requests must be submitted by United States or Company mail on a form provided by Company. The date of receipt shall be the postmark date if delivered by U.S. mail, or Industrial Relations' date stamp if delivered by Company mail or if the U.S. postmark is illegible. In no event shall the Company consider any transfer application which was received by Company less than eight calendar days prior to the established control date. The control date is first established on the date the fully authorized personnel requisition is received and date stamped by the local [Personnel] **Human Resources** Department to fill a job vacancy in the classification and headquarters on which the transfer application was made. If the transfer listing is exhausted without a successful candidate, a new control date will be established. This new control date will be the date of the decline or bypass of the last transfer applicant. Transfers which were not timely under the original control date but were received eight days prior to the new control date will then be given consideration. If the vacancy cannot then be filled by transfer, it may be filled by unrestricted appointment—no transfers on file.

(d) Company shall acknowledge receipt of all transfer applications within 15 calendar days from date of receipt and, without rejecting such applications, notify in writing an employee who submits a transfer application of any known reason which might preclude the employee from filling the classification on which the employee has submitted a transfer application, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available from the employee's [Personnel] **Human Resources** Department.

(e) Within ten calendar days after the first of each month, Company shall, within each Division or Department, provide Union information on **all** beginning job vacancies that have been filled **within the system** the previous month as follows:

(1) Name of individual, social security number, employment date and classification.

(2) Classification of vacancy filled.

(3) Department and Headquarters of vacancy filled.

(4) Date vacancy filled.

(5) Show whether vacancy is regular or part-time.

(6) Show whether vacancy is filled by transfer[, new hire] or new hire-no transfers on file.

(7) Show whether vacancy resulted from the downgrading of a higher classification or is a newly established position at the headquarters.

(f) The following classifications shall be considered as beginner's classifications and shall not be subject to the bidding provisions of this Title:

Utility Clerk

Clerk D

Meter Reader

Machine Operator B

Telephone PBX Operator B

Stenographer C

Typist A

Data Entry Operator

Computer Operator III

Gas Chart Calculator

Utility Telephone PBX Operator

Utility Typist

Utility Stenographer

Reprographics Operator B

Utility Machine Operator

Word Processing Operator

(g) By written agreement between Company and Union, this list of beginner's classifications may be changed.

(h) Cancellation of Transfers: Applications for Transfer are valid for a period of one year from the date of receipt or until such time as the employee changes classification and/or headquarters, or until such time as the employee rejects an appointment to the classification and headquarters on which the transfer application was made. Company will notify an employee of the cancellation of employee's applications for transfer as indicated below. Cancellations shall be effective as follows:

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

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

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

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

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

(6) upon receipt of authorization from the local [Personnel] **Human Resources** Department to cancel transfer because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 18.9 with notification to the employee by the local [Personnel] **Human Resources** Department of such cancellation. In the latter cases the employee's transfer will be given the appropriate consideration for 15 calendar days from the date of notification. (Entire Section amended 1-1-84)

18.6 [COMPANY ASSIGNMENT]

When a vacancy occurs in a clerical or office classification, Company may fill it at its discretion by assignment, provided that the employee who is assigned is within the Line of Progression and the Division in which the vacancy occurs and is either in the same classification as that in which the vacancy occurs or is in a classification having an identical scheduled wage rate. Successive vacancies created by such assignment may be filled in like manner. If any vacancy is not filled as provided herein, it shall be filled in accordance with the provisions of Section 18.8. This cannot result in more than one transfer between headquarters.]

18.7 [POSTBIDDING PROCEDURE]

(a) On the first day of each month, Company shall post throughout its system a list of all job vacancies in the unit described in Section 2.1 of this Agreement, not filled through the prebidding system. The list shall include vacancies which have previously been posted but which have remained unfilled for a period of 3 months from the date last posted and where the list of postbidders has been exhausted and vacancies temporarily filled by Company as provided in Section 18.3(a), but excluding vacancies filled from prebids and temporary vacancies and vacancies in temporary or part-time jobs and in jobs in beginner's classifications. (Amended 1-1-84)

(b) Any regular employee of Company may submit to Company either by United States or Company mail a postbid on any job posted as vacant. The date of receipt shall be the postmark date if delivered by U.S. mail, or Industrial Relations' date stamp if delivered by Company mail or if the U.S. postmark is illegible. Company shall not consider any postbid which is received by Company more than ten days from the date of posting of the job on which the bid is made. (Amended 1-1-80)]

18.8 SEQUENCE OF CONSIDERATION

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

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

(b) Bids made by regular employees [in the Division and] in the Line of Progression in which the vacancy exists who are:
—in the same classification as defined in Exhibit A, "Clerical Lines of Progression," as that in which the job vacancy exists, or
—in classifications which are higher thereto, or
—at the top rate of pay of the next lower classification.

[Whenever a vacancy occurs in any job classification which the Company intends to fill on a regular basis pursuant to Section 18.7, Company shall fill it by award as soon as practicable. Postbids on any job covered by this Subsection shall be given preferential consideration in the following sequence:

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

(c) Bids made by regular employees who are:
—in the same classification as defined in Exhibit A, "Clerical Lines of Progression," at that in which the vacancy exists, or
—in classifications which are higher thereto, or
—at the top rate of pay of the next lower classification.]

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

(d) [(e)] Bids made by any regular employee of Company. (Entire Section amended 1-1-80)

18.11 BYPASS FOR LACK OF QUALIFICATIONS

(a) Unchanged.

(b) Unchanged.

(c) **Employees in the same classification that request cross training and employees with bids on file to classifications that require training shall not be bypassed if the Company has not provided such training.**

18.12 APPOINTMENT TO UNBID VACANCY

If Company does not within the time provided in Section 18.4[7] receive any bids on a job which has been **authorized for filling** [posted], or does not receive a bid from an employee who possesses the qualifications set forth in Section 18.11, it may in its discretion make a final appointment to such job.

18.13 SUPERVISING OR LEAD CLASSIFICATIONS

In making an appointment to fill a job vacancy in a classification involving personal contact by the employee with the public or a classification in which an employee must exercise supervisory duties, Company shall consider bids of employees submitted as herein provided, but Company may nevertheless make an appointment from among the qualified bidders to fill such vacancy on the basis of ability and personal qualifications.

18.14 NOTIFICATION TO UNION OF BYPASS

When an employee is to be appointed to fill a job vacancy in preference to an employee with greater Service, as provided in Section 18.9, Company shall

See NEXT PAGE

PHYSICAL/CLERICAL PROPOSALS

— CONTINUED

notify Union of its decision prior to such appointment.

18.15 APPOINTMENT DUE TO URGENT NECESSITY

Notwithstanding anything contained in this Title, Company by agreement with Union may appoint to fill a job vacancy any employee who requests such appointment for reasons of urgent necessity, such as impairment of **the employee's** [his] health or that of a member of **the employee's** [his] family, or the lack of adequate educational facilities for **the employee's** [his] children in the locality in which **the employee** [he] has been employed, provided, however, that an appointment shall not be made hereunder to a classification which has a wage rate higher than the classification of the employee who requests the transfer. For consideration under this Section, an employee shall submit to the Company, by United States mail, a letter outlining his reasons for such request. When a vacancy occurs at a location that could alleviate the employee's problem, Company and Union may agree in writing to the appointment of the employee to fill such vacancy.

18.16 EXCHANGE OF HEADQUARTERS

Company, by written agreement with Union, may consent to an exchange of headquarters between employees in the same classification or classifications having identical, scheduled wage rates and Line of Progression without reference to the foregoing provisions of this Title.

18.17 ENABLING CLAUSE

By written agreement between Company and Union, other provisions may be substituted for the provisions of this Title.

18.18 POSTING OF JOB AWARDS

[(a) At least once each month, and within an interval of not more than 31 days, each Division of Company shall post on bulletin boards a list of all job awards made within the Division through prebids, since the last list was posted. Such list will include the job vacancy classification and headquarters, the appointed employee's name, and Service, and the Agreement Section relied upon for the award. Such list shall be posted on a regular schedule in each Division.

(b) Company shall post **biweekly** on the bulletin boards in each headquarters within the system a list of all job awards made [through postbids and] through prebids in accordance with the provisions of Sections 18.8, and [205.8] 205.7 (of the Physical Agreement), and through transfers since the last list was posted. Such list will include the job vacancy number (where appropriate) and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. (Amended 1-1-84)

18.19 (Renumbered as Section 13.5)

18.20 QUALIFICATIONS FOR GENERAL CONSTRUCTION EMPLOYEES BIDDING/TRANSFERRING TO [DIVISION] REGION OR GENERAL OFFICE DEPARTMENT JOBS

An employee in General Construction must pass the appropriate agreed-to employment test battery before his bid to fill a [Division] job vacancy in a **Region or General Office Department** under the provisions of Title 18 will be considered.

Such employee shall be entitled to two opportunities to pass the test referred to above. The second attempt to pass such test must be a minimum of three months from the date of the initial attempt. However, where the parties have agreed that certain classifications, other than normal entry level, have substantially identical tasks in General Construction as in the [Divisions] **Regions or General Office Departments**, successful performance by an employee in such classification will be considered as presumptive evidence of meeting the appropriate agreed-to test requirements. Additionally, a former General Construction employee who has become a [Division] **Region or General Office Department**, employee, the journeyman level or below must meet the agreed-to test battery to meet the employment requirements for [Division] **Region or General Office Department**, employees before being promoted to a working foreman job on other than a temporary basis. Notwithstanding the foregoing, successful performance as a temporary working foreman in a [Division] **Region or General Office Department**, for a cumulative total of six months or more shall be presumptive evidence of meeting such requirements. (Entire Section added 1-1-84)

TITLE 206. DEMOTION AND LAYOFF PROCEDURE

TITLE 19. DEMOTION AND LAYOFF PROCEDURE

206.1 GENERAL RULES (REGULAR EMPLOYEES)

19.1 GENERAL RULES (REGULAR EMPLOYEES)

Paragraph 1 unchanged.

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

(f) In the application of this Title, an employee shall not be placed in a job unless qualified to perform the duties. **At the point where an employee is subject to layoff under the provisions of Title 206(19), Company will offer a retraining program. Following such retraining, if necessary, Company will offer vacancies to qualified employees in order of Service.**

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

206.2 NOTICES

19.2 NOTICES

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

(a) Company will give an employee who is to be demoted as much notice thereof as possible, but not less than five **workdays**, advising him of the classification to which he is to be demoted and whether there are any jobs with respect to which he may exercise an election by filling a vacancy or by displacing another employee. (Amended 1-1-80)

(b) Not more than two **workdays** after receiving the notice provided for in Subsection (a), the employee should advise Company of his decision with respect to exercising the election. If he desires to exercise the election, Company shall, within two **workdays** thereafter, provide him with a list of the jobs in his Division and the locations thereof to which the election may be applied.

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

(d) Unchanged.

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

206.4 ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT

(a) An employee who is to be demoted or displaced as provided in Section 206.3 may elect to displace that employee in his same classification and department within the Division who has the least Service, or if no such election is available, he may [, if he has been employed three years or more,] then elect to displace that employee in the **Region** [Company] in his same classification and department who has the least Service[,], **or if neither election is available, he may then elect to displace that employee in the Company in his same classification and department who has the least Service.**

(b) An employee who is to be demoted or displaced in Section 206.3 and who **does not for any reason** [cannot] exercise **any** [either] of the elections as provided for in Subsection (a) hereof, may elect to displace that employee in his same classification within the Division who has the least Service, or if no such election is available, he may [, if he has been employed three years or more,] then elect to displace that employee in the **Region** [Company] in his same classification who has the least Service[,], **or if neither election is available, he may then elect to displace that employee in the Company in his same classification who has the least Service.**

(c) Unchanged.

19.4 ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT

(a) An employee who is to be demoted or displaced as provided in Section 19.3 may elect to displace that employee in his same classification [and department] within the Division who has the least Service, or if no such election is available, he may [, if he has been employed three years or more,] then elect to displace that employee in the **Region** [Company] in his same classification [and department] who has the least Service. **If neither election is available, he may then elect to displace that employee in the Company in his same classification who has the least Service.**

(b) Delete.

(c) Unchanged.

206.5 ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION

19.5 ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION

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

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

206.6 BUMPING EMPLOYEE IN BEGINNER'S JOB (PHYSICAL)

19.6 BUMPING EMPLOYEE IN BEGINNER'S JOB (CLERICAL)

(a) Unchanged.

(b) If the Company cannot effect a demotion or displacement of an employee in Subsection (a) hereof, [if he has been employed three years or more,] **such employee** may elect to displace that employee in the **Region** [Company] in a beginning classification, who has the least Service, provided **the employee** [he] meets the qualifications of a transfer.

(c) **If the Company cannot effect a demotion or displacement of an**

employee in Subsections (a) and (b) hereof, such employee may elect to displace that employee in the Company in a beginning classification, who has the least Service, provided the employee meets the qualifications of a transfer.

(d) Company will offer a retraining program. Following such retraining, if necessary, Company will offer vacancies to employees in order of Service.

206.8 MOVING ALLOWANCE (PHYSICAL)

19.8 MOVING ALLOWANCE (CLERICAL)

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 reimburse the employee for the reasonable costs incurred in connection with moving his household, and normal closing costs associated with selling and buying a home. Company shall provide the employee a cash moving allowance equal to one month's salary, and personal living expenses for the employee and the employee's immediate family if the employee is required to report to the new headquarters before moving into a new residence. Personal living expenses will be provided for a maximum of 90 days, not to exceed \$3,000. [him for the reasonable costs incurred in connection with moving his household in a sum not to exceed \$1600. (Amended 1-1-84)]

"Beyond commutable distance," as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his present residence. (For clarification, see Letter Agreement Interpretation on page 198 ([81] 121).)

206.10 DEMOTION INTO UNIT FROM OUTSIDE (PHYSICAL)

19.10 DEMOTION INTO UNIT FROM OUTSIDE (CLERICAL)

(a) A supervisory or other employee who was not at the time of demotion a member of the collective bargaining unit, but who formerly worked in a classification which is in such unit, may be demoted into a classification in such unit provided that they have not been out of the bargaining unit in excess of 48 months and that no employee in such unit shall be displaced by such action.

(b) In no case shall such demoted employee be placed into a classification that is higher than the classification held prior to leaving the bargaining unit subject to Subsection 206.1(f) (19.1(f)).

[When by reason of lack of work at his headquarters the Company demotes into a classification in the collective bargaining unit a supervisory or other employee who was not at the time of demotion a member of such unit such employee shall thereupon be entitled to exercise the rights set forth in this Title.]

206.11 NOTICE OF LAYOFF (PHYSICAL)

When it becomes necessary for Company to lay off employees because of lack of work Company shall give employees involved as much notice thereof as practicable, but in no event shall a regular [an] employee be given less than **four weeks** [ten calendar days] notice of layoff, provided, however, that notice of layoff need not be given to employees who are employed on a probationary basis.

19.11 NOTICE OF LAYOFF (CLERICAL)

When an employee is to be laid off because of lack of work, Company shall give him as much advance notice thereof as practicable, but in no event shall a regular employee be given less than **four weeks** [ten calendar days] notice of layoff, provided, however, that notice of layoff need not be given to an employee who is employed on a probationary or temporary basis.

206.13 RE-EMPLOYMENT PROVISIONS (PHYSICAL)

19.13 RE-EMPLOYMENT PROVISIONS (CLERICAL)

Notwithstanding the provisions of Section 205.5 (18.5), a regular full-time employee who has been laid off for lack of work for a period not in excess of one year shall be entitled to preferential rehire in the reverse order of layoff as follows: When a vacancy exists in a beginner's job [in the line of progression in the Division from which one employee was laid off], Company shall send notice **by Certified Mail Return Receipt Requested** of openings for re-employment to the last mailing address as furnished by the laid-off employee. Within seven working days after such notice is **received** [mailed], such laid-off employee must advise Company whether or not he accepts such re-employment. If **the certified letter is returned undeliverable** [no reply is received by Company within seven days after the notice is mailed], such employee will be considered terminated, and the next employee on the laid-off list may be notified of the opening. To expedite rehiring, more than one employee may be notified of an opening, but priority shall be given to employees in the reverse order of layoff. If no employee remains on the laid-off list, the provisions of Section 205.5 (18.5) will be invoked. Employees recalled shall report to work within seven calendar days after advising Company of their acceptance of re-employment. If they fail to report within such time, they shall be considered terminated with no further re-employment rights under this Section. An employee returning to a beginner's job under the provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he returns.

206.17 RELOCATION OTHER THAN FOR LACK OF WORK (PHYSICAL)

19.16 RELOCATION OTHER THAN FOR LACK OF WORK (CLERICAL)

When it becomes necessary to relocate individuals, crews, or groups of employees in a headquarters/office due to the closing of a reporting headquarters/office or when such relocation is necessitated by a shift of workload [or other economic consideration,] either of which is expected to be permanent, and where the number and the classification of jobs in the Division will be unchanged, the following procedure shall be followed:

- (a) Unchanged.
- (b) Unchanged.
- (c) Unchanged.
- (d) Unchanged.
- (1) Unchanged.
- (2) Unchanged.
- (e) Unchanged.
- (f) Unchanged.
- (g) Unchanged.

(h) Unchanged.

206.18 TECHNOLOGICAL CHANGES (PHYSICAL)

306.15 TECHNOLOGICAL CHANGES (PHYSICAL)

19.17 TECHNOLOGICAL CHANGES (CLERICAL)

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

206.19 SEVERANCE PAY (PHYSICAL)

19.18 SEVERANCE PAY (CLERICAL)

A regular employee who is laid off for any reason shall be entitled to four week's pay plus one week's pay for each year of service or major fraction thereof. The Company shall provide medical insurance for the employee and dependents for 12 months.

TITLE 208. OVERTIME

TITLE 12. OVERTIME

208.1 DEFINITION (PHYSICAL)

12.1 DEFINITION (CLERICAL)

Overtime is defined as (a) time worked in excess of 40 hours in a workweek, (b) time worked in excess of eight hours on a workday, (c) time worked on a non-workday, (d) time worked on a holiday as provided for in Title 103(14), and (e) time worked outside of regular work hours on a workday. Company shall not be required to pay overtime compensation more than once for any single period of time worked. **Each overtime period worked shall be compensated to the next quarter hour.** [Overtime shall be cumulated each day and shall be compensated to the one-quarter hour.]

208.2 RATE [AND DOUBLE-TIME CONDITIONS] (PHYSICAL)

12.2 RATE [AND DOUBLE-TIME CONDITIONS] (CLERICAL)

(a) In general, overtime compensation at the rate of **two** [one and one-half] times the straight rate of pay shall be paid to employees for overtime as defined in Items (a), (b), (c), (d) and (e) of Section 208.1 (12.1).; except that]

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

12.4 TRAVEL TIME—EMERGENCY (CLERICAL)

Employees who are called from their **homes** [living quarters] for emergency work on their non-workdays or on holidays which **they are entitled to have off** [fall on a workday], or outside of their regular work hours on workdays shall be paid overtime compensation for the actual work time and travel time in connection therewith.

208.8 FOUR [TWO]-HOUR MINIMUM—EMERGENCY (PHYSICAL)

The minimum time for which overtime compensation shall be paid under the provisions of Section 208.6 shall be **four** [two] hours, except that if an employee who is called out for emergency work outside of his regular work hours on workdays continues to work into or beyond regular work hours he shall be paid overtime compensation only for travel time as provided in Section 208.7 and for actual work time up to regular work hours unless the provisions of Section 208.11 are applicable. When an employee is called out for emergency work during his lunch period the minimum time provision hereof shall not be applicable, but such employee shall be paid at the overtime rate of pay for the actual time worked during the lunch period.

12.6 FOUR [TWO]-HOUR MINIMUM—EMERGENCY (CLERICAL)

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

12.7 PREARRANGED OVERTIME (CLERICAL)

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

208.9 FOUR [TWO]-HOUR MINIMUM-SERVICE OR RESIDENT EMPLOYEE (PHYSICAL)

If a service or resident employee is called for emergency work more than once in the 24 hour period from midnight to midnight, minimum overtime compensation as provided in Section 208.8 hereof shall be paid only for the first call outside of such employee's regular work hours on workdays or at any time on

See NEXT PAGE

PHYSICAL/CLERICAL PROPOSALS

— CONTINUED

his non-workdays; for subsequent calls overtime compensation shall be paid for his actual work and travel time as herein provided. For the purpose of this Section concurrent calls or successive calls without a break in work time shall be considered as a single call. If by reason of a call a service or resident employee works less than **four** [two] hours and into his regular work hours such call shall not be considered as a first call for the purpose of the minimum overtime compensation provision of Section 208.8 hereof.

208.11 REST PERIODS (PHYSICAL)

12.10 REST PERIODS (CLERICAL)

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

(a) There shall be included as part of the eight 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 dismissed from work shall be included as hours worked in such period and shall not be included in the computation of the eight hour rest period.** [except that any travel time and meal time to which he is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight hour rest period.]

(b) Unchanged.

(c) Unchanged.

(d) Unchanged.

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

(2) If the rest period extends into the second half of his workday, the employee **shall** [may] be excused from reporting for work until the following workday, and [in such event] he **shall** [may] be paid for the time between the expiration of the rest period and his regular quitting time on such day.

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a workday without having had a rest period of eight consecutive hours, in which event he shall be paid at **three** [two] times the straight rate of pay for all work performed until he has been relieved from duty for at least eight consecutive hours.

(g) **If an employee works at any time between the eighth and fourth hour preceding his normal workday he will be entitled to a rest period based on the amount of hours worked. Travel time and meal time will not be included in the computation of the rest period.**

208.12 PREARRANGED OVERTIME (PHYSICAL)

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

208.13 MINIMUM PAY (PHYSICAL)

The minimum time for which overtime compensation shall be paid under the provisions of Section 208.12 shall be **four** [two] hours, except that if an employee, who has been notified to report for prearranged work outside of his regular work hours on workdays, continues to work into or beyond regular work hours, he shall be paid overtime compensation only for actual work time up to regular work hours, and for travel time as provided in Section 208.12 hereof. (Amended 1-1-80)

12.8 MINIMUM PAY [TRAVEL TIME BEFORE REGULAR HOURS] (CLERICAL)

[The provisions of Section 12.7 as to travel time shall not apply when the prearranged work starts less than two hours before regular work hours.]

The minimum time for which overtime compensation shall be paid under the provisions of Section 12.7 shall be four hours except that if an employee, who has been notified to report for prearranged work outside of his regular work hours on workdays, continues to work into or beyond regular work hours, he shall be paid overtime compensation only for actual work time up to regular work hours, and for travel time as provided in Section 12.7 hereof.

208.14 MINIMUM PAY—CANCELLATION (PHYSICAL)

12.9 MINIMUM PAY—CANCELLATION (CLERICAL)

If an employee is instructed by his supervisor to report for prearranged work on a non-workday 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 minimum of **four** [two] hours, inclusive of any travel time as provided for in Section 208.12 (12.7), if he is not given notice of the cancellation of such work by the end of his preceding work period on a workday.

208.16 EQUAL DISTRIBUTION—PREARRANGED OVERTIME (PHYSICAL)

(a) Prearranged overtime work shall be distributed among employees in the same classification and in the same location as equally as is practicable. The Company will post accumulative prearranged overtime worked or credited as worked for each person each month. (Amended 1-1-84)

(b) **At the time of monthly posting, the Company and Union shall re-**

view the distribution of hours, if the difference of hours, by classification, exceeds 15%, Company shall pay bypass to all employees affected.

[(b)]

(c) An employee who is scheduled to be off on vacation shall not be scheduled for work under this Section for the period between the end of the employee's last regular day of work preceding the employee's vacation and the start of the employee's first regular day of work following the vacation. An employee who is off due to illness or injury shall not be scheduled for work under this Section until the employee returns to work on a regular workday.

208.18 CHANGE OF SHIFTS (PHYSICAL)

(a) When a shift or service employee is transferred one schedule of workdays or work hours to another he shall not be entitled to overtime compensation for work performed during regular work hours of any day involved in the transfer, provided that (a) he has been notified of such transfer not less than 24 hours in advance of the starting time of the new shift or work period; (b) he has had a minimum of eight hours off between shifts or work periods; (c) as a result of such transfer he has not been required to work more than 40 hours at the straight rate in any workweek involved; and (d) he has not been required to work more than two short changes in the workweek involved. (A short change is defined as a transfer from one schedule to another with but eight hours off between shifts or work periods.)

(b) **In no case shall a Gas Serviceman be transferred from his or her regular schedule if there are Reserve Gas Servicemen available. A Reserve Gas Serviceman shall be considered available if he is upgraded or working as a Reserve Gas Serviceman.**

208.22 HOLIDAY PAY (PHYSICAL)

Delete.

TITLE 212. EMERGENCY DUTY

212.2 ANNUAL AND WEEKLY SIGN-UP (PHYSICAL)

(a) Company will prepare a list at each headquarters of those employees who 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 employees whose residences are located within 30 minutes automotive travel time, under ordinary travel conditions, from their headquarters. This list will start on January 1 and continue until **June 30** [December 31] at which time a new voluntary call-out list will be prepared **which will start on July 1 and continue until December 31.** On **July 1** and January 1, the accumulated overtime will be reduced to zero for all employees. This procedure is to be continued annually thereafter.

(b) Unchanged.

(c) Unchanged.

212.3 CALL OUT AND RESPONSE (PHYSICAL)

In the event employees **on the current weekly sign-up list** are called for emergency overtime and refuse or cannot be reached, they will nevertheless be credited on the appropriate list with equivalent overtime in the same amount as received by those who did the work. Company is only required to make an attempt to contact by telephone an employee during an emergency period and such employee will be charged only one refusal. "An attempt" includes redialing a telephone number once when a busy signal or no answer results from the first attempt. In the case of an employee off sick during his regular work hours, he will not be called nor will he be credited with equivalent overtime until he returns to work on a regular workday. An employee who left work for a doctor or dentist appointment shall be considered as available for emergency call-out. An employee who is called out but unable to work due to illness will nevertheless be credited for equivalent overtime in the same amount as the person who actually performs the work. He will not be called again nor credited with any further equivalent overtime until he returns to work on a regular workday. When an employee is on vacation or is working or is scheduled to work prearranged work, who would otherwise have been called for overtime, he will not be credited with the equivalent overtime if he does not work it. For the purpose of this procedure, vacation will begin when an employee leaves his work headquarters on the last workday and ends when he reports back to work. (Amended 1-1-80)

212.4 RECORDS (PHYSICAL)

During each week, the General Foreman's clerical force or equivalent will post the overtime worked or credited as worked for each person for that week and will, at the end of the week, run up a new accumulated total, update the list, post them, and distribute them to the supervisor concerned with overtime call-out for the next week. Overtime so posted as worked shall be actual work time. In order that it may be apparent whether overtime was actually received or credited as if worked under Section 212.3 above, the latter will be "circled" on the lists to show the difference. Both normal and "circled" hours will be added together in running up the new accumulated totals. An employee who signs [the list provided for in Subsection 212.2(a) but not] the current weekly list, and who is called out, shall be credited with all overtime hours worked.

212.8 EXTENSION OF WORKDAY (PHYSICAL)

For purposes of this procedure when overtime results because of unanticipated continuation of the workday, such overtime will be recorded as emergency overtime. **When an emergency situation occurs within the last hour of the workday, the voluntary on-call crew/list shall be used.**

212.9 MAJOR EMERGENCY (PHYSICAL)

Delete.

212.11 GRIEVANCE SETTLEMENTS (PHYSICAL)

In the event that a grievance arises over the administration of this procedure, the following methods will be used in adjusting the dispute:

(a) Unchanged.

(b) When it has been determined by the Local Investigating Committee that the Company made a mistake in the administration of this procedure, the Company will pay the aggrieved employees for the time **plus interest in the amount of 7½ percent per annum** that he has lost.

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

TITLE 300 GENERAL CONSTRUCTION

Union will submit proposals for this section during the course of General Negotiations. If needed, a Subcommittee will be appointed for this Title.

TITLE 600 JOB DEFINITIONS AND LINES OF PROGRESSION

The Union will propose changes to the Job Definitions and Lines of Progression as negotiations progress.

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

2390 Communication Technician.

2389 Communication Technician (Helms).

Include in job definitions: installation, field testing and maintenance of computers.

For the purposes of Titles 205 and 206 of the Agreement, Hydro Maintenance employees and Substation Operating employees, as listed in this Exhibit, shall be considered to be in the same department.

TITLE 600 DIVISION ELECTRIC OPERATING SUBSTATION AND HYDRO EXHIBIT VI-L AND SECTION 600.12 OF THE AGREEMENT

For the purposes of Titles 205 and 206 of the Agreement, Hydro Operating employees and Substation Operating employees, as listed in this Exhibit, shall be considered to be in the same department.

EXHIBIT A

LINES OF PROGRESSION FOR THE CLERICAL AGREEMENT

The Union proposes to add Review Committee decision No. 1005 to Exhibit "A" Lines of Progression for the Clerical Agreement.

The Union proposes to add the following classification to the Customer Service Line of Progression: Revenue Protection Representative.

EXHIBIT I (PHYSICAL) EXHIBIT B (CLERICAL)

EDUCATIONAL ASSISTANCE

Effective January 1, 1971, the Company shall provide a program of partial tuition refunds, **textbooks, materials and equipment** available to employees as follows:

Eligibility

A, C, D, and E unchanged.

B. The course for which refund is sought must have direct application to the employee's present job, or his present line of progression **or any future job possibility with the Company**, and should indicate definite future benefit to the employee and the Company. Excluded are recreational, hobby, and any other courses not in conformance with this provision. Only courses taken at a Western College Association accredited college or university, through its regular program of instruction, its correspondence program, its extension division, or its evening division; or at a National Home Study Council accredited correspondence school or schools selected by the Company are acceptable for refund.

Procedure

Paragraphs 1, 2 and 3 unchanged.

A and C unchanged.

B. Copies of his receipt indicating monies paid for the above courses[,], **textbooks, materials and equipment**.

Refunds

After successful completion of an approved course of study, a refund of 75 percent or **100 [90]** percent of the direct costs will be made. Direct costs apply [only] to registration fees, tuition, laboratory fees, and other charges made by the institution. Costs of textbooks, material, and equipment purchased separately by the employee are [not] covered.

A, B and D unchanged.

C. In all other cases, a refund of **100 [90]** percent of the direct cost charged by the institution will be made (e.g., City or State Colleges, Heald's, etc.).

E. **Costs of textbooks, materials and equipment will be refunded in the amount of 75 percent.**

[E.]

F. Refunds exceeding **\$1,800 [\$700]** per calendar year to any one employee will not be allowed except under unusual circumstances. Requests for refunds in excess of **\$1,800 [\$700]** in any one year will be considered only if: (Amended 1-1-84)

1, 2 and 3 unchanged.

EXHIBITS (CLERICAL)

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

Exhibit "A"— Clerical Lines of Progression (See Separate Booklet)

Exhibit "B"— Educational Assistance

Exhibit "C"— Meter Reader Agreement

Exhibit "F"— Schedule of Wage Rates

Exhibit "G"— Classification of Employees subject to provisions of Section 10.6

Exhibit "H"— Utilization of Intermittent Employees

GUIDELINES FOR USE IN THE ADMINISTRATION OF TITLES — 104 AND 16 — MEALS

APPLICATION OF TITLES 104 AND 16 — MEALS GUIDELINES

A. GENERAL

Comparable Substitute

6. When a chart shows that Company provides a meal it means that the Company may either actually provide a meal on the job or elsewhere, or that the Company shall reimburse an employee for the cost of a meal. In the latter case, reimbursement is provided for [only] when the meal is purchased by the employee (Sections 104.9, **16.9**); or, in the manner provided for shift employees and resident employees (Sections 104.12, **16.12** and 104.15, **16.14**). Receipts and approval required, requesting reimbursement from Company, for meal expenditures is outlined in Standard Practice 143-1, para. 4d, as revised 2/1/66.

In instances where meals are to be provided, but because of time of the assignment or the remote location of the assignment it is not practicable to obtain a meal or comparable substitute, a meal allowance as outlined in Sections 104.10 and 16.10 shall be paid. It is understood, however, that the meal allowance shall not be paid more than once, without Company providing the next meal due during any overtime assignment. The employee shall also be entitled to the time allowance of one hour for each meal allowance due.

IBEW LOCAL 1245

BENEFITS PROPOSALS

LTD, RETIREMENT, AND SAVINGS FUND PLAN PROPOSALS

TAFT-HARTLY TRUST

The Union proposes to establish a defined benefit Taft- Hartly Trust for the Benefit Agreement.

PART II

LONG TERM DISABILITY

UNION DUES

Union proposes that payroll deductions for Union dues from LTD checks will be made when authorized by the employee.

PART III

RETIREMENT PLAN

3.03 Service

The Service of a Participant on any date shall consist of the sum of the following:

(a) Any Credited Service as of December 31, 1975, as defined under the Plan prior to the January 1, 1976, amendment and reproduced in Special Provision F, and

(b) The elapsed time from the first day of employment with an Employer (but not earlier than January 1, 1976) to the Participant's Severance from Service Date, excluding any periods of Break in Service and any Service cancelled by the operation of Sections 3.04 and 3.13. (Amended 1-1-81)

(c) All current, accumulative and additional sick leave will be considered as Credited Service at Retirement. Total sick leave hours will be multiplied by .0005 and that calculation will result in a portion of one year. For example, 400 sick leave hours x .0005 = .2 years of Credited Service.

SPECIAL PROVISION B EARLY RETIREMENT REDUCTIONS (For Month of Participant's Birthday) (In Percentage Points) Credited Service

Age	Less than 15 Years	15 Thru 24 Years	25 Thru 29 Years	30 Years and above
64	3	0	0	0
63	6	0	0	0
62	9	0	0	0
61	12	3	3	0
60	15	6	6	0
59	18	10	9	0
58	21	14	12	0
57	24	18	15	0
56	27	22	18	0
55	30	26	21	0

SPECIAL PROVISION G

The Union will submit a proposal on Special Provision G regarding adjustments for pensions and LTD participants.

PAYROLL DEDUCTION

The Union proposes that payroll deductions be allowed from retiree's pension checks to the P.S.E.A. Credit Union or the San Joaquin Power Credit Union.

PART IV

SAVINGS FUND PLAN

ELIGIBILITY AND PARTICIPATION

4.01 ELIGIBILITY

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

CONTRIBUTIONS

4.03 EMPLOYEE CONTRIBUTIONS

A. (1) 401(k) Contributions are eligible for matching Employer Contributions as described in Section 4.04. Although a participant may elect to defer up to 14 percent of Covered Compensation to the Plan, the maximum amount of a

IBEW LOCAL 1245

BENEFITS PROPOSALS

— CONTINUED

participant's 401(k) Contributions eligible for matching Employer Contributions shall be one of the following percentages of Covered Compensation:

(i) Up to 2 percent, with at least one but less than three years of Service; or

[(i)] (ii) Unchanged.

[(ii)] (iii) Unchanged.

[(iii)] (iv) Unchanged.

[(iv)] (v) Unchanged.

[(v)] (vi) Unchanged.

4.04 EMPLOYER CONTRIBUTIONS

A. Each and every time that participants make 401(k) Contributions to the Plan, the Company shall make a matching Employer Contribution to the Plan in cash or in whole shares of Company Stock, or partly in both. Matching Employer Contributions shall be limited to an amount equal to **three quarters** of the aggregate participant 401(k) Contributions eligible for matching Employer Contributions under the provisions of Subsection 4.03A(1). The Company shall charge to each Employer its appropriate share of matching Employer Contributions.

EMPLOYEE DISCOUNT

The principle of a 25 percent discount received by PG&E employees shall be extended to employees not being served by PG&E or those employees not living in the Service Area.

SPOUSES DISCOUNT

The 25 percent employee discount is to be applied to spouses of deceased employees for life.

HEARING AIDS

Add hearing aids for employees and retirees with maximum reimbursement for covered expenses not to exceed \$1,000 every five years.

HEALTH, DENTAL, AND VISION BENEFIT AGREEMENT TAFT-HARTLEY TRUST

The Union proposes to establish a defined benefit Taft-Hartly Trust for the Health, Dental and Vision Benefit Agreement.

UPDATE SECTION II

Union proposes to update Section II Exhibits to incorporate Letter of Agreement 86-149-PGE.

Section 5. Payment of Premiums by Employer

(a) Dental

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide dental benefits for its employees and their dependents. Effective January 1, **1988** [1984], the orthodontic benefits under the Plan will be 50 percent of covered orthodontic benefits to a maximum of **\$2,500** [\$1,000] per case. (**Amended 1/1/88**) [Amended 1/1/84].

(b) Vision Care

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide vision care benefits as provided in Exhibit B for its employees and their dependents. Company reserves the right upon prior notice to Union to convert its contract with the agreed-to carrier to an Administrative Services Only agreement at any time. (**Amended 1/1/88**) [Amended 1/1/84].

(c) Health

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide health plan benefits for its regular employees and their dependents as provided for in Exhibit C, the base plan, or an equal or lesser amount as is necessary to pay the premiums of an HMO Plan as such employee may elect, as described in Exhibits D, E, F, G, H, J, K, and L. The table below indicates the HMO premium equivalents for Plan Year **1988** [1984]. The premium equivalents for any following Plan Year shall be established in September of the preceding year on the basis of Blue Cross estimates for the following year based on experience to that date and trends. (**Including new HMO's listed in Letter Agreement 860-149-PGE**) (**Amended 1/1/88**) [Amended 1/1/84].

1988 [1984] Basic Monthly
Premium Equivalents

Employee only	\$ [92.42]
Employee and one dependent	\$ [200.72]
Employee and two or more dependents	\$ [289.57]

CHANGE OF HEALTH PLAN

The Union proposes that an employee who is enrolled in an IPA HMO shall be allowed to change Health Plans at any time when their primary physician elects not to participate in the HMO.

Section 6. Retirement of an Employee

6(c) An employee who retires under the provisions of Company's Retirement Plan prior to such employee's normal retirement date shall, until his or her normal retirement date, be considered as an active employee for the purpose of premium payment as provided for in Subsection 5(c) of this Agreement.

HEALTH PLAN OPTIONS

The Union proposes that the Company allow retirees the opportunity to change Health Plans during the same "Open Period" offered to active employees.

ELIGIBILITY, ALL MEDICAL PLANS AT RETIREMENT

The Company shall continue to pay the Medical Plan premiums for the retired employee's spouse until such spouse attains the age of 65.

PRESCRIPTION DRUG PLAN

The Company shall provide a paid Prescription Drug Plan. Such a Plan shall include a \$4.00 deductible amount and will be administered by Pharmaceutical Card System, Inc. The Prescription Drug Plan shall be made available to active, inactive (LTD) and retired members, including their dependents, of each health plan offered by the Pacific Gas and Electric Company and Pacific Gas Transmission Company.

SUBSTANCE ABUSE CARE

(Residential Rehabilitation Program)

1. Blue Cross of California shall serve as a Third Party Administrator for a Residential Substance Abuse Rehabilitation Program. Such a Third Party Administrator shall negotiate contracts with those providers which offer rehabilitation programs.

2. The Employee Assistance Program may recommend employee substance abuse treatment at such a Residential Substance Abuse Rehabilitation Facility.

3. Participants of all Health Plans offered by the Company shall be eligible for treatment at such Residential Rehabilitation Facilities, upon the written request from participants and their physicians.

4. The employer shall pay 100 percent of the cost for treatment in such a rehabilitation facility. Such treatment shall be offered only twice during a lifetime.

ROUTINE PHYSICAL EXAMINATIONS

The Union and the Company shall combine their efforts to encourage employees to take an active part in the current HealthWise Program. In conjunction with this program employees and their dependents who are members of the Blue Cross Plan shall be entitled to Routine Physical Examinations at no cost to the employee. The examination and tests conducted shall be based on the clinical judgement of the physician.

Employees and their dependents shall be provided with Routine Physical Examinations once every three years between the ages of two and 17, once every five years between the ages of 18 and 29, once every three years between the ages of 30 and 39 and once each year at age 40 and beyond.

BLUE CROSS MEDICARE SUPPLEMENTAL HEALTH PLAN

The Company shall pay 85 percent and the participants shall pay 15 percent of the "True Actual Cost" to the Blue Cross Medicare Supplemental Health Plan.

The Employer shall provide the date, formula and assumptions used to determine the "True Actual Cost" to the Company portion of the Medicare Supplemental Health Plan.

PG&E COMPANY PROPOSALS

PACIFIC GAS AND ELECTRIC COMPANY

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

I. WAYLAND BONBRIGHT
Manager, Industrial Relations

June 12, 1987

Mr. J. K. McNally, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, CA 94596

Dear Mr. McNally:

As indicated in our letter of April 17, 1987, it was Company's intent to begin General Negotiations concerning the job bidding and demotion and lay-off procedures in May 1987 and later in the year negotiate on other titles of the various Labor Agreements between Pacific Gas and Electric Company and Local Union 1245, IBEW. Therefore, in accordance with the provisions of various Labor Agreements listed below, Pacific Gas and Electric Company herewith gives 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	500.2
Office and Clerical Agreement	25.2
Benefit Agreement	6.02(a)
Health, Dental, and Vision Agreement	13(b)

Attached is our analysis of the need to change the past bargaining relationship and some subjects to be addressed in the 1987 Negotiations between the parties, as well as specific proposals to amend certain sections of the Agreements under discussion. Company reserves the right to submit further proposals, counter proposals, or amended proposals on any matter subject 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 two meetings for the explanation of our proposals are scheduled for Tuesday and Wednesday, June 16 and 17, 1987. The first meeting will commence at 10:00 a.m., in Room 443, 245 Market Street, San Francisco. It is our understanding that a General Construction Subcommittee will be established to discuss numerous General Construction issues. Specific proposals relating to Part III of the Physical Agreement are attached, and it is our intent that these proposals be discussed at subcommittee meetings.

Further, Company proposes to cancel Letter Agreement No. 84-157-PGE, concerning the establishment of utility installation crews. Company also proposes to adopt Letter Agreement No. 83-110-PGE concerning the establishment of Positive Discipline for all classifications represented by the IBEW both in the Physical and Clerical Agreements. Such letter agreement can be found with the proposals relating to Title 102 - Grievance Procedure.

Sincerely,

Wayland Bonbright

BACKGROUND INFORMATION FOR 1987 NEGOTIATIONS

In preparation for the 1987 negotiations, the Company's Committee has devoted considerable time to finding ways to change the Labor Agreements to encourage bargaining unit productivity and at the same time hold down or cut costs. The emphasis on productivity and costs are not new to the collective bargaining process and have been the focal point of many prior negotiations with Local Union 1245, IBEW. Many employees, both management and bargaining unit, will assume that this year's bargaining is business as usual with the Company pleading it can't give any more and the Union claiming they are entitled to more because the Company is still profitable. There is no denying that this has been the case in recent negotiations culminating with a settlement providing more wages and benefits for the bargaining unit and the Company gaining some form of flexibility in the way it manages the work force.

However, in 1987, the bargaining process must be changed. The parties are going to be forced by both internal and external developments to examine some fundamental problems that are facing PGandE, and for that matter, the utility industry as a whole, if the Company is to be able to maintain its current structure. Competition for large customers has become a reality for all of us rather than just something that might happen in the foreseeable future. We can all agree to the basic economic principle of once a business loses its customers because their product is priced too high, it also loses the capability to maintain a profitable organization which necessitates structural changes resulting in fewer employees with lower wages and benefits. One does not have to look too far within the United States economy to find examples of that scenario; e.g., automobiles, steel and transportation. The reality of today's marketplace in which PGandE operates is that if the Company is not competitive, its major industrial, commercial and agriculture customers will not be competitive in their markets, generally worldwide. As a result, they may not survive or will opt to go elsewhere for their energy needs. This reality is further evidenced by the fact that the Company has already lost major customers due to the use of alternative fuels and co-generation. Therefore, the Company is forced to be competitive in the unregulated part of its business and at the same time, provide affordable service to residential and small business customers in a highly-regulated market to which the Company is the sole supplier. The Company now has a dual character, as a competitor in the industrial and commercial segments of our market and as a regulated monopoly supplier to residential and small business customers, which both have a direct and different impact on the collective bargaining process and trying to find ways to maintain profitability.

It is Company's opinion that the cornerstone of the 1987 General Negotiations should be the joint development of ways to enhance our competitive position and if need be cut costs. We need to recognize that the Company must continue to be successful if wages and benefits are to be maintained at current levels. This forces the parties to explore new approaches even to the point of radical change in the working conditions agreements in order to maintain the existing work force. The parties should find ways to establish incentive programs in profitable times to reward the employees for their efforts and on the other hand, the Company will have to consider different approaches during unsuccessful periods before insisting that the employees give back gains that were achieved in past bargaining. During this round of bargaining, the Company is willing to explore any approach that will increase productivity, including asking the work force to become partners in the management of the Company and in doing so allow employees greater control of the work at the job site. If we are going to succeed, we must change the past practice of business as usual with the adversaries being management on one side and the workers on the other.

TITLE 2. RECOGNITION

Pursuant to Section 2.1 of the Clerical Agreement, Company proposes to remove from the bargaining unit all secretaries to Division Customer Service Managers and all secretaries to section supervisors in the Vice President and Comptroller's organization and the Computer Operations Department who work with confidential matters.

This proposal covers the following Divisions and sections:

- All Division Customer Service Departments in the Company
- All Vice President and Comptroller's Organization Sections
- All Computer Operations Department Sections

Amend Subsection 2.1 RECOGNITION, as follows:

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, Company recognizes Union as the exclusive representative of all office and clerical employees, including Meter Readers and Collectors, in Company's geographical [Divisions] **Regions, its Nuclear, Steam and Hydro Plants**; Materials Distribution Department; Computer Operations Department **San Francisco Computer Center, Fairfield Computer and Data Recording Section**. Design-Drafting Department; Vice President and Comptroller's Organization: Construction Accounting Department, Corporate Accounting Department (except the Accounting Research and Analysis Section), [the Processing Department (which includes the Customer Accounting Sections, the Payment Processing Center, the Payroll Section, the Accounts Payable Section, and the Processing and Control Section), and the Plant Retirement Section of the Plant Valuation Department] **Customer Accounting Department, Payment Accounting Department and Accounting Data Control Section**; the Pipe Line Operations Department [including Gas Chart Calculator (32-RC-650)]; the [General Office Reprographics Department (20-RC-14824)]; **Mail Processing Center, Reprographics Section, Maintenance and Operations and Garage of the Building and Land Services Department; Gas Measurement and Production Department Gas Chart Office (32-RC-650)** for whom the National Labor Relations Board has certified Union as such representatives; excluding supervisors, confidential employees, and **all other** employees in Company's General Office. Whenever the word ["Division"] **"Region"** is used hereinafter, it may be construed to apply to Departments hereinabove enumerated[, and whenever the word "Division Manager" is used hereinafter, it may be construed to apply to the Department Heads of the Departments hereinabove enumerated], provided the context makes such application reasonable. (Amended 1-1-84)

TITLE 3. CONTINUITY OF SERVICE

Amend Section 3.5 as follows:

Consistent with the provisions of this Title which pertain to the continuity of service to the public, employees who fill job vacancies in the classifications of [Serviceman or Troublemaker on and after July 1, 1974.] **Cableman, Cableman's Helper, Serviceman and Troublemaker**, may be required to reside within the community in which the Company headquarters to which they regularly report is located, unless for good cause such requirement is waived or varied by joint agreement of Union and Company as to any such individual appointment. Such residential requirement shall be determined solely on the basis of obligations relating to the continuous rendition and availability of Company service to the public. The waiver provided for above shall be reduced to writing, the conditions thereof set forth, and signed by the Company's Manager of Industrial Relations and Union's Business Manager. (Amended 1-1-84)

TITLE 8(21). LABOR MANAGEMENT COOPERATION

In order to find ways of increasing productivity and reducing costs, the Company's Bargaining Committee would like to explore ways with participative input from the bargaining unit to establish work methods and procedures that may deviate from the existing Agreement. It is Company's belief that this is one way of achieving our corporate goals and may, in fact, provide an innovative method of making the radical changes that are necessary for the Company and the employees to maintain their financial health.

Amend Section 8.8(21.8) Productivity Enhancement Committees, as follows:

- (a) Existing language.
- (b) **The Productivity Enhancement Committee at any level may request of the Manager of Industrial Relations and the Union's Business Manager to establish efficiency experiments temporarily amending the provisions of the Agreement excluding wages, manpower and conflict with any federal or state law, regulation or executive order.**

Amend Title "PART I" as follows:

PART I

[DIVISION] REGION EMPLOYEES AND GENERAL CONSTRUCTION EMPLOYEES

TITLE 100. APPLICATION

Amend Subsection 100.1 as follows:

The provisions of Part 1 of this Agreement shall apply to (a) operation, maintenance, and construction employees in each of Company's geographical [Divisions] **Regions** [(including clerks in the offices of electric department foremen and technical clerks in steam generation)] and its Pipe Line Operations Department, Materials Distribution Department, the Telecommunications Department, Building Department, Gas Meter Repair Plant, Steam Generation Department, **Hydro Generation Department** [Nuclear Plant Operations Department of the General Office] **Nuclear Power Generation** and (b) field employees of General Construction. Whenever the words "employee" and "employees" are used in this Part, they shall, unless otherwise noted, be construed to refer only to employees described above in this Section for whom Union is the exclusive bargaining representative. Where the context of this Part makes it reasonable to do so, the word ["Division"] **Region** shall be construed to include and apply to the subdivisions enumerated hereinabove, [and the words "Division Manager" shall be construed to include and apply to the heads of such subdivisions.] (Amended 1-1-84).

TITLE 101(6). LEAVE OF ABSENCE

Amend Section 101.2(6.2) PERIODS OF LEAVE, as follows:

(a) The Company may grant a "leave of absence" without pay to a regular employee for a period not in excess of six consecutive months. It may grant an additional "leave of absence" without pay to such employee if his personal circumstances and his service to the Company warrant the granting thereof. Except as provided in Sections 101.6 and 101.8, a "leave of absence" will not be granted which, together with the last "leave" or "leaves" granted, will exceed [twelve] **nine** consecutive months.

(b) Child Care Leave: A regular employee who has given birth to, or has adopted a child, shall be entitled to an unpaid "leave of absence" for a period not to exceed six consecutive months as provided for in Section 101.2, without reference to urgent and substantial personal reasons to care for such newborn or adopted child. When an employee who was granted a leave for child care applies for reinstatement the employee will be returned to the employee's former classification and headquarters which the employee vacated.

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

If a vacancy of this kind does not exist after [the second six] **an additional three** consecutive months, the employee's service shall be terminated. (Entire Subsection Added 1-1-84)

Amend Section 101.10(6.10) Jury Duty, as follows:

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

See NEXT PAGE

PG&E COMPANY PROPOSALS

— CONTINUED

attain supervisor's prior approval not to return to work. [provided such dismissal occurs at least two hours before the conclusion of such hours of work. (Amended 1-1-84)]

(b) Unchanged.

(c) Employees shall [advise their supervisor on the workday following receipt of notice that they are required to report for jury duty service.] **give a copy of the notice to report for jury duty to their supervisor on the workday following receipt of such notice.**

Amend 102.6(9.6) STEPS, as follows:

STEP TWO

LOCAL INVESTIGATING COMMITTEE

(3) (a) Within 30 calendar days following the filing of a grievance which does not concern an employee's qualifications for promotion or transfer (except as provided in the next paragraph for inter-[division] **Regional** [postbids or] transfer applications), or his demotion, suspension or termination of employment, the Local Investigating Committee shall prepare a report of its findings, which shall include: (i) a mutually agreed-to brief narration of all the events and factors involved in the dispute, and (ii) the Committee's mutually agreed-to findings with respect thereto. If the Committee has reached an agreeable disposition of the grievance, the report shall also contain a statement to that effect and the reasons therefor.

Inter-[division] **Regional** [postbids or] transfer applications shall be subject to the further limitation, however, that the report of the employee's present [Division] **Regional** Local Investigating Committee shall be forwarded within 15 calendar days from the date a report was requested by the bypassing [Division] **Region** and further, the latter Committee must dispose of the grievance, in the manner described above, no later than 15 calendar days thereafter.

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

• 4th and 5th paragraph unchanged.

(b) Within 15 calendar days following the filing of a grievance which does concern an employee's qualifications for promotion or transfer (except as provided above for inter-[division] **Regional** [Postbids or] transfer applications), or an employee's demotion, suspension or termination of employment, the Local Investigating Committee shall prepare a report of its findings as set forth in Subsection (a) above.

• 2nd paragraph unchanged.

In the application of this Step Two, the Departmental Shop Steward and any witnesses Union deems necessary for the resolution of a grievance will be granted time off the job. However, Company will not assume payment of any expense or lost time incurred by the Departmental Shop Steward or Union witnesses.

STEP THREE

FACT FINDING COMMITTEE

• 1st and 2nd paragraphs unchanged.

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

(1) Unchanged

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

(3) Unchanged.

• 4th paragraph unchanged.

STEP FOUR

[DIVISION] REGION OR G.O. DEPARTMENT

JOINT GRIEVANCE COMMITTEE

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

There shall be no permanently established Joint Grievance Committee for the Communications and Building Departments of Company's General Office, the Gas Meter Repair Facility at Fremont and Diablo Canyon Power Plant. Whenever a case is to be referred to a Joint Grievance Committee under this procedure in any of the above-named departments, a committee shall be established consisting of three members appointed by Company's Department Head and three members appointed by Union in addition to a Company-appointed Industrial Relations Representative and a Union-appointed Business Representative. The Committee thus established shall meet within ten workdays of its establishment and shall have all the duties and perform the same functions as a [Division] **Regional** Joint Grievance Committee with respect to the grievance or grievances on its agenda. (Amended 1-1-83)

• 3rd and 4th paragraphs unchanged.

A referral to Review Committee or request for certification to arbitration shall be accompanied by a joint summary of the discussions held at the [Division]

Region or General Construction Joint Grievance Committee meeting and a joint statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefor, and the basis for settlement, if any advanced by each.

Notwithstanding all of the above in Step Four, [Division] **Region** or **G.O.** Department may, by mutual agreement between the Company's [Division] **Regional** or **G.O.** Department **Human Resources** [Personnel] Manager and Union's Business Representative, elect to replace the Joint Grievance Committee with a [Division] **Regional** Department Joint Labor-Management meeting as outlined in Section 8.4 of the Agreement. (Added 1-1-83)

TITLE 103(14). HOLIDAYS

Amend 103.1 HOLIDAY ENTITLEMENT, as follows:

Only regular employees, **excluding shift classifications listed in Exhibit III**, who are not on a "leave of absence" and who:

(a) Unchanged.

(b) Unchanged.

(c) are paid for the workday either before or after the holiday but are off work with permission without pay on the other day, shall, except as provided in Section 103.7, be entitled to have the following holidays off with pay when they fall on a work day in his basic workweek:

New Year's Day	(January 1)
Washington's Birthday	(3rd Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Friday after Thanksgiving	(see 103.5 below)
Christmas Day (December 25)	
[Employee's Birthday	(see Section 103.2)]
Two Floating Holidays	(see Section 103.3)

(d) **In lieu of holidays, shift employees will be granted an equivalent amount of days provided for in (a) above as additional vacation allowance. The provisions of Title 111, Vacations, will apply in the administration of this Section.**

Delete 103.2(14.2) BIRTHDAY HOLIDAYS

Amend 103.3 FLOATING HOLIDAYS, as follows:

(a) An employee may select any day as a floating holiday, either during the vacation sign-up provided for in Section 111.13 or during the year. [A supervisor may, however, limit the number the employees in a classification at a headquarters who may be off on a floating holiday on any given day.] **To prevent undue interference with the proper and economic rendition of service to the public, Company may designate the number of employees, if any, which may be off on a floating holiday. This may be zero employees off on a given day.** If more employees elect a specific day as a floating holiday than can be permitted to be off on that day, the preference will be given in order of Service to employees who sign up during the annual vacation sign-up. Under no circumstances may an employee with greater service "bump" an employee who has signed up for a given floating holiday earlier in the year. (Amended 1-1-83)

(b) **In the scheduling of floating holidays, service employees listed in Exhibit IV and Telecommunication Technician, will be limited to Monday through Friday.**

Amend 103.4(14.4) SUNDAY HOLIDAYS, as follows:

[Except for an Employee's Birthday Holiday,] **When any of the above holidays falls on a Sunday, the Monday following shall be observed as the holiday.**

Amend 103.7(14.7) WORK ON HOLIDAYS, as follows:

[(c)] Delete.

Amend 103.8(14.8) PAY FOR HOLIDAY WORK ON NON-WORKDAY, as follows:

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

Amend 104.10(16.2) MEALS—REIMBURSEMENT AND TIME TAKEN, as follows:

(a) Company shall pay the cost of any meal which it is required to provide under this Title, and shall consider as hours worked the time necessarily taken to consume such meal, [except, however, that when a meal is taken at Company expense following dismissal from work the time allowance therefor shall be one-half hour **not to exceed one-half hour at the applicable overtime rate.** If an employee who is entitled to a meal under the provisions of this Title upon dismissal from work does not accept such meal he shall nevertheless be entitled to such time allowance of one-half hour.

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

		[Effective 1-1-84]	[Effective 1-1-86]
1.	Prior to reporting to work:		
(i)	Meal nearest regular starting time	[\$ 5.00]	\$ 5.25
(ii)	Meal nearest midpoint of regular hours	[6.00]	6.30
(iii)	Meal nearest regular quitting time	[11.00]	11.55
2.	Meal following dismissal from work	[11.00]	11.55

TITLE 106. STATUS

Amend 106.5 REGULAR STATUS, as follows:

- (a) [Division] **Regional** Employees
- (1) [Division] **Regional** employees shall be designated as probationary and regular, depending on the length of their Service.
- (2) Unchanged.
- (3) On the completion of his first [six] **12** months of Service which, notwithstanding the provisions of Section 106.3 above, is uninterrupted by absence for more than a cumulative total of 30 days due to (i) layoff, (ii) sickness or disability, or (iii) any other reason, a probationary employee shall be given a status of a regular employee, a definite job classification, and placed on a weekly rate.

TITLE 108(23). SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY

Amend 108.1(23.1) BENEFIT DESCRIBED, as follows:

- (a) When an employee is absent by reason of injury arising out of and in the course of the employment with Company which comes within the application of the Workers' Compensation and Insurance Chapters of the State Labor Code, he shall be eligible for supplemental benefits for the duration of temporary disability. Such benefits shall commence with the first workday of absence immediately following the day of the injury. The amount of the supplemental benefit payable for each of the first 182 days of absence shall be [85] **75** percent of an employee's basic weekly wage rate divided by five, less the sum of any payments to which he may be entitled under the Workers' Compensation and Insurance Chapters of the State Labor Code and benefits from the Voluntary Wage Benefit Plan which provides benefits in lieu of unemployment compensation disability benefits provided for in the California Unemployment Insurance Code. On the 183rd day of absence and thereafter, the supplemental benefit described above shall be computed at [75] **50** percent of the employee's basic weekly wage rate divided by five, less the offsets described above. (Amended 1-1-83 to apply to absences due to injuries occurring on or after 1-1-83)
- (b) Unchanged.

TITLE 111(8). VACATIONS

Amend 111.12(8.12) STARTING DAY, as follows:

For the purposes set forth in the following Section 111.13, 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 of the week other than Monday, where the vacation shall commence with the starting day of the employee's basic workweek. However, by prior arrangement with the employee's supervisor, an employee shall be allowed vacation in increments of one 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. **In no event shall an employee be allowed more than five vacation periods of less than one week during any calendar year.**

Amend 111.13 SCHEDULING, as follows:

- (b) [Division] **Regional** Employees Only
- (1) Unchanged.
- (2) To prevent undue interference with the proper and economic rendition of service to the public, Company may designate the number of employees at a headquarters, the number of employees within a classification at a headquarters or within a Division or the number of employees within a combined group of classifications within a line of progression at a headquarters or within a Division which may be on vacation at one time. **This may be zero employees off on any given day.** In such event there shall be a separate sign-up schedule for each such group and a vacation schedule shall be prepared for each group giving effect where possible to the selection of employees in order of their Service within the group designated.

TITLE 112(7). SICK LEAVE

Amend 112.6(7.6) HOURLY INCREMENTS, as follows:

Sick leave shall be charged by [the hour] **15 minute intervals** with no charge made for increments of less than [one hour] **15 minutes**. Such time off as that allowed for an employee's personal medical and dental appointments shall be charged as sick leave.

Amend 112.8(7.8) ABUSE, as follows:

Company may require satisfactory evidence of an employee's illness or disability before sick leave will be granted. If an employee abuses the sick leave provisions of this Agreement by misrepresentation or falsification, he shall restore to Company all sick leave payments he received as a result of such abuse. [In case of recurring offenses by the employee] **Further**, Company may cancel all or any part of his current and cumulative sick leave, and may treat the offense as it would any other violation of a condition of employment. Charges of alleged discrimination in the application of this Section shall be investigated by the Local Investigating Committee described in Sections 102.3 or 102.8.

TITLE 202. HOURS

As stated earlier in Company's proposal, Company's Bargaining Committee developed only those proposals that would either increase productivity or cut costs, and this Title has been identified as a high priority, specifically Section 202.21 — Remote Reporting. This Section was first agreed to in 1984 with remote reporting only possible when there are adequate volunteers to staff the assembly sites. Based on Company's review of what has happened over the last three and one-half years, it has become clear that remote reporting is efficient and needs to be expanded in all Departments notwithstanding the lack of volunteers. In a continuing effort to maintain work that Company employees are performing, it is essential that this Section be amended to provide appointments when there are insufficient volunteers to staff an assembly site. In 1983, there was a threat that work performed by Company employees might be contracted out as opposed to 1987 where there has been a substantial amount of work contracted out to outside contractors. Further, the Section needs to provide assembly sites across service areas and headquarters better utilizing manpower to work.

Amend 202.17 CHANGE OF HOURS — FIRST FOUR DAYS, as follows:

202.17 CHANGE OF HOURS [- FIRST FOUR DAYS]

- (a) Unchanged.
- (b) [Company shall pay overtime compensation for all work performed outside of regular work hours for the first four workdays of any such situation. On the fifth workday, provided that such day falls on an employee's regularly scheduled workday, and thereafter for the duration of any such situation.] Company shall pay the straight rate of pay for work performed on workdays during the hours of work established under this Section. If any such situation extends beyond four workweeks, Company and Union may agree to rotate the assignment of employees thereto[, but in such event the overtime compensation herein provided for will not be paid to any employee for more than the first four workday period worked outside of regular work hours.]
- (c) Unchanged.
- (d) Unchanged.

Amend 202.19 REGULAR HEADQUARTERS, as follows:

- (a) Except as provided in Sections 202.20 to 202.23, inclusive, an employee shall report to a Company headquarters to which he has been regularly assigned and he shall return thereto at the conclusion of the day's work. The time spent in traveling between such headquarters and the job site shall be considered as time worked.
- (b) **Employees in beginner's classifications, as listed in Exhibit VII, may be assigned a headquarters within a commutable distance from their regular headquarters, excluding Sections 202.20 to 202.23.**
"Commutable Distance," as used above, shall mean headquarters located 45 minutes automotive travel time or 30 miles from an employee's regularly assigned headquarters.

Amend 202.21 REMOTE REPORTING, as follows:

- (a) Unchanged.
- (b) Unchanged.
- (c) Each employee who [volunteers and] is assigned to an assembly site shall receive an expense allowance which includes: 1) any additional parking fee and bridge tolls incurred, and 2) (i) eight dollars and fifty cents per day if the assembly site is less than 15 miles from the regular headquarters or (ii) twelve dollars per day if the assembly site is 15 miles or more from the regular headquarters. Such allowance shall be increased on each January 1 by the same percentage as the average hourly rate for [Division] **Regional** physical employees is increased and rounded to the nearest 25 cents.
- (d) If in the opinion of Company or Union Section 202.21 and its "application" paragraphs are not working as intended by the parties, either party may reopen the Agreement with respect to such Section and its "application" provisions [on July 1, 1984 or thereafter]. In such case, it is the intent that Company and Union meet and agree on those measures required to correct identified Job Siting problem areas.

Application

- [1. This shall only include Gas and Electric T&D Crews and any specifically negotiated jobs in other Departments.]
- 1. [2.] Job Siting may be used for any combination of New Business, Reconstruction or Maintenance jobs [lasting for four or more days from a particular assembly site. A series of such jobs involving different assembly sites shall not be used for the computation of such four-day period].
- [3. Job Siting shall apply only to any job locations within the service area of the headquarters assigning the work.]
- 2. [4.] A volunteer sign-up list will be posted in the headquarters no less than three workdays prior to the establishment of a temporary assembly site. The sign-up sheet shall include the location of the reporting site, the classifications required and an estimate of the work period involved. **In the event there are insufficient volunteers to staff an assembly site, Company will appoint employees to adequately staff the work group.**
- 3. [5.] Section 202.19 (Regular Headquarters) of the Agreement shall not apply to any employee who [volunteers and] is appointed to report directly to an assembly site.
- 4. [6.] If more than the required number of qualified employees sign up for a given classification, preferential consideration shall be given by classification to the employee(s) with the greatest Service.
- 5. [7.] If an [volunteer] employee requests to be removed from the assembly site for cause, the employee shall be reassigned to his regular assigned headquarters.
- 6. [8.] Company shall provide for safe storage of an employee's tools.
- 7. [9.] All Titles and Sections of the Agreement shall apply as if the employee were still at his regular assigned headquarters, except as provided below:
 - (i) Section 202.19 as provided for in paragraph 3 [5] above;
 - (ii) Section 205.3 for temporary upgrades at the employee's regular assigned headquarters lasting less than one week;
 - (iii) Overtime assignments at the employee's regular assigned headquarters which are an extension at either end of the regular workday;
 - (iv) Other overtime assignments where the employee's personal tools are stored at the assembly site. Company will provide appropriate bags for employees who volunteer to transport such tools to and from their homes. (Entire Section Added 1-1-84) (Previous 202.21 deleted 1-1-80)

TITLE 204. WAGES AND CLASSIFICATIONS

Amend 204.7 APPRENTICE WAGE RATES, as follows:

- (a) In each instance, except as provided in Subsection (b), when an employee is appointed to fill a vacancy in an apprentice classification **or other negotiated training classification** for the first time, such employee shall be placed at the beginning rate in such [apprentice] classification.
- (b) Unchanged.

TITLE 205. JOB BIDDING, PROMOTION AND TRANSFER

205.1 INTENT

See NEXT PAGE

PG&E COMPANY PROPOSALS

— CONTINUED

(a) The provisions of this Title shall be interpreted and applied in a manner consistent with the parties' purpose and intent in negotiating the job bidding, transfer, and promotion procedures contained herein, namely that when employees are qualified by knowledge, skill and efficiency and are physically able to perform the duties of a job, the employee with the greatest Service shall receive preference in accordance with the sequence of consideration outlined in Subsection 205.5(b), and Sections 205.7 and 205.8 for an appointment to fill a vacancy, and that Company shall endeavor to expedite the filling of job vacancies.

(b) In filling vacancies in classifications within the **Regions and General Office Departments** [Divisions] described in Section 200.1, Company shall observe the above-stated purpose and intent in applying the provisions of this Title and the related provisions of Title 206, "Demotion and Layoff Procedure." Any alleged arbitrary or discriminatory disregard of this policy shall be subject to review under the grievance procedure.

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

205.4 [PRE]BID PROCEDURE

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

(a) **Eligibility:** To be valid, an employee's [pre]bid must be entitled to preferential consideration under the provisions of [Sub]Section[s] 205.7(a) or (b) or Section 205.8. A list of existing classifications by headquarters with appropriate [pre]bid numbers is available in each headquarters where employees in the bargaining unit regularly report for work.

(b) **Forms:** [Pre]Bids must be submitted on the form provided by Company.

(c) **Mail:** [Pre]Bids may be submitted to Company by either United States or Company mail.

(d) **Timeliness:** Company shall not consider any [pre]bid which was received by Company less than eight calendar days prior to the date the fully authorized job vacancy report was received and date stamped by the local [Personnel] **Human Resources** Department to fill a job vacancy in the classification and headquarters on which the [pre]bid was made. Only those [pre]bids valid as of the date stamped on the job vacancy report will be considered to fill such vacancy. Subsequent [pre]bids may be considered only after that list has been exhausted, provided they are received on or before the 18th of the current month where the vacancy has been processed for postbidding in accordance with Section 205.6. (Amended 1-1-84) **If within a period of 90 days Company has not filled the vacancy, Company may fill the vacancy under the provisions of Section 205.13.**

(e) **Date of Receipt:** The date of receipt will be the date of the U.S. postmark if legible. If such postmark is illegible or if the [pre]bid is submitted by Company mail, the date of receipt will be the Industrial Relations' date stamp.

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

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

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

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

(2) **immediately** upon the employee's declining an appointment to the classification and headquarters on which the [pre]bid was submitted [and after 15 calendar days' advance notice from the Company],

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

(4) immediately upon an employee's change of classification and/or headquarters which affects his or her status as a [pre]bidder,

(5) immediately upon receipt of authorization from an employee to cancel a [pre]bid, or

(6) upon receipt of authorization from the local [Personnel] **Human Resources** Department to cancel [pre]bids because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 206.9, with notification to the employee by the local [Personnel] **Human Resources** Department of such cancellation. In the latter cases, if appropriate, the employee's [pre]bid will be given 205.7(b) consideration for 15 calendar days from the time the local [Personnel] **Human Resources** Department notifies employee of such cancellation. (Amended 1-1-84)

(i)(h) **New Jobs at a Headquarters:** Each **Region and G.O. Department** [Division] shall post, on all bulletin boards **throughout the system**, a notice describing all new classifications at existing headquarters or any job at a new headquarters within such **Region or G.O. Department** [Division], on the first of any month in which such jobs are established. Such notice shall remain posted for a period of 15 calendar days. [If no prebids are received by the 18th of the same month, the job shall be posted in accordance with Subsection 205.6(a). (Entire Section amended 1-1-80)] **If within a period of 90 days the list of bidders has been exhausted, Company may fill the vacancy under**

the provisions of 205.13. In the case of 205.5(b) classifications, only those employees entitled to consideration pursuant to Title 600 need be considered to exhaust a list of bidders.

205.5 FILLING BEGINNER'S CLASSIFICATIONS

Whenever Company intends to fill a beginner's classification, Company shall fill it in the following sequence:

(a) Unchanged.

(b) Priority 1 vacancies as defined in Exhibit VII shall be filled by employees entitled to consideration pursuant to Title 600. When a vacancy occurs and a Priority 1 Transfer is on file, awards shall be made under **the provisions of Subsection 205.7(b)** giving consideration to the employee with the greatest Service on a system-wide basis. If a Priority 1 award is not made, the vacancy shall be filled as provided for in (c) or (d) below. When a Priority 1 classification is newly established at a headquarters, Company shall post the vacancy as provided by 205.4(i). (Priority 1 status transfer.)

If a vacancy in a beginner's classification is not filled in accordance with the provisions of (a) and (b) above, it will be filled in the following manner:

(c) Company shall make unrestricted appointments in filling [one-half] **three-quarters** of the vacancies in beginner's classifications.

(d) In making appointments to fill the remaining [one-half] **one-quarter** of the vacancies in beginner's classifications in each line of progression in a given headquarters, Company shall give preferential consideration to regular physical and clerical employees who have previously requested in writing a transfer to fill such vacancies. Preference for appointment shall be given to the employee in each classification who has the greatest Service in the following sequence:

(1) To such physical and clerical employees in the [Division] **Region or General Office Department** where the vacancy exists. (Priority 2 status transfer.)

(2) To any other such physical or clerical employees. (Priority 3 status transfer.)

The provisions of this Subsection shall be applicable to a beginner's classification in a line of progression at a headquarters where a transfer application for such vacancy is on file and the number of unrestricted appointments under provisions of Subsection 205.5(c) exceeds transfers.

All transfer requests must be submitted by United States or Company mail on a form provided by Company. The date of receipt shall be the postmark date if delivered by U.S. Mail, or Industrial Relations' date stamp if delivered by Company mail or if the U.S. postmark is illegible. In no event shall the Company consider any transfer application which was received by Company less than eight calendar days prior to the established control date. The control date is first established on the date the fully authorized personnel requisition is received and date stamped by the local [Personnel] **Human Resources** Department to fill a job vacancy in the classification and headquarters on which the transfer application was made. If the transfer listing is exhausted without a successful candidate, a new control date will be established. This new control date will be the date of the decline or bypass of the last transfer applicant. Transfers which were not timely under the original control date but were received eight days prior to the new control date will then be given consideration. If the vacancy cannot then be filled by transfer, it may be filled by unrestricted appointment—no transfers on file.

(e) Company shall acknowledge receipt of all transfer applications within 15 calendar days from date of receipt and, without rejecting such applications, notify in writing an employee who submits a transfer application of any known reason which might preclude the employee from filling the classification on which the employee has submitted a transfer application, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available from the employee's [Personnel] **Human Resources** Department. (Amended 1-1-80)

(f) Within ten calendar days after the first of each month, Company shall, within each **Region** [Division] or **General Office Department**, provide Union information on beginning job vacancies that have been filled the previous month as follows:

(1) Unchanged.

(2) Unchanged.

(3) Unchanged.

(4) Unchanged.

(5) Unchanged.

(6) Unchanged.

(g) Unchanged.

(h) Unchanged.

(1) Unchanged.

(2) **immediately** upon the employee's declining an appointment to the classification and headquarters on which the transfer was submitted, [and after 15 calendar days' advance notice from Company.]

(3) Unchanged.

(4) Unchanged.

(5) Unchanged.

(6) upon receipt of authorization from the local [Personnel] **Human Resources** Department to cancel transfers because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 206.9 with notification to the employee by the local [Personnel] **Human Resources** Department of such cancellation. In the latter cases the employee's transfer will be given the appropriate consideration for 15 calendar days from the date of notification. (Entire Subsection added 1-1-84)

205.6 FORFEITURE [POSTBIDDING PROCEDURE]

If an employee is the most senior qualified candidate for a job vacancy and turns down a bona fide offer of such vacancy, such employee's bid or transfer application on such vacancy shall be cancelled along with bids or transfer applications on the same classification in any other headquarters. Such employee's bid or transfer applications on such vacancies shall be rejected for a period of one year. Exceptions to the aforementioned will

be as follows:

(a) Such employee's bids or transfer applications shall receive consideration on any other "frozen lists" as specified in Letter Agreement 84-9 until those lists are exhausted.

(b) Such employees shall retain their right to consideration for appointment under 205.13.

(c) Employees with preferential bidding rights under Title 206 shall not be subject to the provisions of this Section.

[(a) On the first day of each month, Company shall post throughout its System a list of all job vacancies in the unit described in Section 200.1 of this Agreement. The list shall include vacancies which have previously been posted but which have remained unfilled for a period of three months from the date last posted, and where the list of postbidders has been exhausted, and vacancies temporarily filled by Company as provided in Section 205.3, but excluding vacancies filled from prebids and temporary vacancies and vacancies in temporary jobs and in jobs in beginner's classifications. A vacancy created by an employee's absence on "leave" or by reason of industrial disability shall be deemed to be a temporary vacancy. (Amended 1-1-84)]

[(b) Any regular employee of Company may submit to Company by either United States or Company mail a postbid on any job posted as vacant. The date of receipt shall be the postmark date if delivered by U.S. Mail, or Industrial Relations' date stamp if delivered by Company mail or if the U.S. postmark is illegible. Company shall not consider any postbid which is received by Company more than ten days from the date of posting of the job on which the bid is made. (Amended 1-1-80)]

205.7 SEQUENCE OF CONSIDERATION

Whenever a vacancy occurs in any job classification[, except those covered by Section 205.8,] which the Company intends to fill on a regular basis, Company shall fill it by award as soon as practicable. [Pre]Bids on any job covered by this Subsection shall be given preferential consideration in the following sequence:

(a) Unchanged.

(b) Bids made by regular employees in the **Region or G.O. Department** [Division] in which the vacancy exists who are:

-in the same classification as that in which the job vacancy exists, or

-in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or

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

[Whenever a vacancy occurs in any job classification which the Company intends to fill on a regular basis pursuant to Section 205.6, Company shall fill it by award as soon as practicable. Postbids on any job covered by this Subsection shall be given preferential consideration in the following sequence:

(a) Bids made by regular employees who are entitled to preferential consideration under Section 206.9.]

(c) Bids made by **any other** regular employees who are:

-in the same classification as that in which the job vacancy exists, or

-in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or

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

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

(e) Bids made by any regular employee of Company. (Entire Section amended 1-1-80)

[205.8 SEQUENCE OF CONSIDERATION - PREBIDS ON CERTAIN TRAINING CLASSIFICATIONS]

[(Entire Section Amended 1-1-80)]

205.9 PREFERENCE BY LENGTH OF SERVICE

When employees in the same preferential sequence as provided in Section[s] 205.7 [and 205.8] are each qualified by knowledge, skill, efficiency, adaptability and physical ability for appointment to a job, the bid of the employee with the greatest Service shall be given preference for appointment.

205.10 TIME LIMITS ON BIDDING

Notwithstanding anything contained in this Title, Company shall not give consideration to any application for transfer[, or [pre]bid [or postbid] submitted by an employee who has changed lines of progression within the preceding 12 calendar months or who has entered a training classification within the preceding 12 calendar months, [if the consideration of such application for transfer, prebid or postbid would result in such employee returning to his or her last previous line of progression.] Training classification is defined as a classification for which there exists a negotiated training program.

205.11 BYPASS FOR LACK OF QUALIFICATIONS

(a) Notwithstanding anything contained in this Title, Company may reject the bid **or transfer** of any employee who does not possess the knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid **or transfer** is made. Additionally, the bid or transfer of an employee [to a classification having a higher maximum wage rate] will be rejected if the employee has been under active counselling for poor work performance during the previous 12 months. Active counselling for the purpose of this Section is considered to be: (1) [Two] **One** or more [separate] instances [in which the employee received disciplinary layoff without pay for poor work performance] **involving disciplinary action, including disciplinary layoff without pay, decision making leave [and], letter of reprimand, or written reminder** or (2) demotion for cause.

(b) Unchanged.

205.12 DESCRIPTION OF EXHIBITS VIII and IX

(a) Attached hereto, made a part hereof, and marked Exhibit VIII, is a list entitled "Job Comparisons" in which are listed certain classifications in General Construction, and opposite each, the classification in the **Region** [Division] which is deemed the same as the former for the purpose of Section[s] 205.7[, and 205.8].

(b) Attached hereto, made a part hereof, and marked Exhibit IX, is a list of "Classifications" in the different departments which are considered as the same for the purposes of Sections 205.7[, 205.8] and 206.4.

(c) Unchanged.

205.13 APPOINTMENT TO UNBID VACANCY

If Company does not within the time provided in Section 205.4[6] hereof receive any bids on a job which has been **authorized for filling** [posted], or does not receive a bid from an employee who possesses the qualifications set forth in Section 205.11 hereof, it may in its discretion make a final appointment to such job.

205.14 WORKING FOREMAN OR LEAD CLASSIFICATIONS

(a) 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 an employee must exercise supervisory duties, Company shall **make unrestricted appointments in filling such vacancies**. [consider bids of employees submitted as herein provided, but Company may nevertheless make an appointment to fill such vacancy on the basis of ability and personal qualifications.]

(b) Unchanged.

205.20 POSTING OF JOB AWARDS

[(a) At least once each month, and within an interval of not more than 31 days, each Division of Company shall post on the bulletin boards a list of all job awards made within the Division through prebids since the last list was posted. Such list will include the job vacancy classification and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. Such list shall be posted on a regular schedule in each Division. (Amended 1-1-80)]

[(b)] Company shall post **biweekly** on the bulletin boards in each headquarters within the system a list of all job awards made through **bids** [postbids and through prebids in accordance with the provisions of Section 205.8] and through transfers since the last list was posted. Such list will include the job vacancy number (where appropriate) and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. (Amended 1-1-84)

205.21 TOP RATE OF PAY OF THE NEXT LOWER CLASSIFICATION

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

To be entitled to preferential consideration under Subsection 205.7(b) or (c), [and 205.8(b) or (c)], except as otherwise provided in any applicable apprenticeship agreement, an employee receiving the "top rate of pay of the next lower classification" as defined above must have worked in such listed "next lower classifications," or the "same or higher classifications" for a period of time equal to or greater than the time required to progress from the starting wage rate to the top wage rate for that "next lower classification" having the lowest maximum wage rate.

• 3rd paragraph unchanged.

205.22 QUALIFICATIONS FOR GENERAL CONSTRUCTION EMPLOYEES BIDDING/TRANSFERRING TO REGIONAL OR GENERAL OFFICE [DIVISION] JOBS

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

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

An employee in General Construction, other than an employee in a journeyman classification in the same line of progression as that in which the vacancy exists, must pass the appropriate agreed-to apprentice entrance tests, as designated in Paragraph A of the Master Apprentice Agreement before his bid to fill a vacancy in an apprentice or a journeyman classification will be considered. He shall be entitled to retest following failure on the same schedule as a **Regional or General Office Department** [Division] employee. (Entire Section added 1-1-84)

TITLE 18. JOB BIDDING, PROMOTION AND TRANSFER

18.1 INTENT

(a) The provisions of this Title shall be interpreted and applied in a manner consistent with the parties' purpose and intent in negotiating the job bidding, transfer and promotion procedure contained herein, namely that when an employee is qualified by knowledge, skill and efficiency and is physically able to perform the duties of a job, the employee with the greatest Service shall receive preference in accordance with the sequence of consideration outlined in Sections 18.5(b), 18.8 or an appointment to fill a vacancy, and that the Company shall endeavor to expedite the filling of job vacancies.

(b) Unchanged.

See NEXT PAGE

PG&E COMPANY PROPOSALS

— CONTINUED

(c) (Deleted 1-1-74)

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

18.2 PROBATIONARY EMPLOYEES AND DEFINITION OF TOP RATE OF PAY

(a) Unchanged.

(b) Unchanged.

(c) For bidding from a beginner's classification as noted in Subsection 18.5(e)(g) or from a classification which is considered together with a beginner's classification as noted in Exhibit A, Clerical Line(s) of Progression, any employee in such classification who has passed the clerical "Employment Test Battery" will be considered as being at the top rate of the next lower classification 30 months after the employee's employment date. (Amended 1-1-84)

(d) Unchanged.

18.3 FILLING TEMPORARY VACANCIES

(a) Whenever a vacancy occurs in any job classification, Company may temporarily fill it by assignment. In making temporary assignments to fill job vacancies, other than vacancies in beginner's classifications, Company shall first consider regular full-time employees [at the] **in the department and headquarters** in which the job vacancy exists in the order of their preferential consideration under Section 18.8. The foregoing shall apply whether or not the vacancy is one which must be filled on a regular basis.

(b) As used in this Title, a "Line of Progression" means a grouping of office and clerical job classifications within a **function** [Division] or Department into a normal line of progression sequence from one classification to another.

(c) Exhibit A, of this Agreement, is a listing of the Clerical Lines of Progression for the **functions** [Divisions] and Departments, setting forth the Lines of Progression for the Classifications as referred to in Title 2, Section 2.1, of this Agreement. (Amended 1-1-84)

(d) Unchanged.

18.4 [PRE]BID PROCEDURE

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

(a) Eligibility: To be valid, an employee's [pre]bid must be entitled to preferential consideration under the provisions of [Sub]Section[s] 18.8(a) or (b). A list of existing classifications by headquarters with appropriate bid numbers is available in each headquarters where employees in the bargaining unit regularly report for work.

(b) Forms: [pre]Bids must be submitted on the form provided by Company.

(c) Mail: [Pre]Bids may be submitted to Company by either United States or Company mail.

(d) Timeliness: Company shall not consider any [pre]bid which was received by Company less than eight calendar days prior to the date the fully authorized job vacancy report was received and date stamped by the local [Personnel] **Human Resources** Department to fill a job vacancy in the classification and headquarters on which the [pre]bid was made. Only those [pre]bids valid as of the date stamped on the job vacancy report will be considered to fill such vacancy. Subsequent [pre]bids may be considered only after that list has been exhausted[, provided they are received on or before the 18th of the current month where the vacancy has been processed for postbidding in accordance with Section 18.7.] (Amended 1-1-84) **If within a period of 90 days, Company has not filled the vacancy, Company may fill the vacancy under the provisions of 18.12.**

(e) Date of Receipt: The date of receipt will be the date of the U.S. postmark if legible. If such postmark is illegible or if the [pre]bid is submitted by Company mail, the date of receipt will be the Industrial Relations' date stamp.

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

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

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

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

(2) **immediately** upon the employee's declining an appointment to the classification and headquarters on which the [Pre]bid was submitted, [and after 15 calendar days' advance notice from the Company.]

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

(4) immediately upon an employee's change of classification and/or headquarters which affects his or her status as a [pre]bidder,

(5) immediately upon receipt of authorization from an employee to cancel a [pre]bid, or

(6) upon receipt of authorization from the local [Personnel] **Human Resources** Department to cancel [pre]bids because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 18.9,

with notification to the employee by the local [Personnel] **Human Resources** Department of such cancellation. In the latter cases, if appropriate, the employee's [pre]bid will be given 18.8(b) consideration for 15 calendar days from the time the local [Personnel] **Human Resources** Department notifies employee of such cancellation. (Amended 1-1-84).

(i) [(h)] New Jobs at a Headquarters: Each **Region or General Office Department** [Division] shall post, on all bulletin boards, a notice describing all new classifications at an existing headquarters or any job at a new headquarters within such **Region or General Office Department** [Division], [on the first of any month in which] **as soon as** such jobs are established. Such notice shall remain posted for a period of 15 calendar days. [If no prebids are received by the 18th of the same month, the job shall be posted in accordance with Subsection 18.7(a).] (Entire Section amended 1-1-80) **If within a period of 90 days the list of bidders has been exhausted, Company may fill the vacancy under the provisions of 18.12. In the case of an 18.5(b) classification only those employees with Priority 1 status need be considered to exhaust a list of bidders.**

18.5 FILLING BEGINNER'S CLASSIFICATION

Whenever Company intends to fill a beginner's classification, Company shall fill it in the following sequence:

(a) Unchanged.

(b) **A transfer application from a Clerical employee in the Reprographics Section will be given Priority "1" status under the job bidding system when transferring to a Reprographics Operator B. Priority "1" transfer applications receive preference over all other transfers and are treated as a bid under the provisions of Subsection 18.8(b). In the event a Reprographics Operator B classification is newly established at a headquarters, Company shall post the vacancy as provided in 18.4(i). (Priority 1 status transfer.)**

If a vacancy in a beginner's classification is not filled in accordance with the provisions of (a) or (b) above, it will be filled in the following manner:

(c) [(b)] Company shall make unrestricted appointments in filling [one-half] **three-quarters** of the vacancies in beginner's classifications or [one-half] **three-quarters** of the vacancies in regularly scheduled part-time jobs at any headquarters.

(d) [(c)] In making appointments to fill the remaining one- [half] **quarter** of the vacancies in beginner's classifications in each line of progression or one- [half] **quarter** of the vacancies in regularly scheduled part-time jobs in a given headquarters, Company shall give preferential consideration to regular physical and clerical employees who have previously requested in writing a transfer to fill such vacancies. Preference for appointment shall be given to the employee in each classification who has the greatest Service in the following sequence:

(1) To [such] **Regional and General Office Department** physical and clerical employees [in the Division where the vacancy exists] (Priority 2 status transfer)

(2) To any other such physical or clerical employees. (Priority 3 status transfer)

The provisions of this Subsection shall be applicable to a beginner's classification in a line of progression at a headquarters where a transfer application for such vacancy is on file and the number of unrestricted appointments under provisions of Subsection 18.5(b)(c) exceeds transfers.

• Last paragraph unchanged.

(e) [(d)] Company shall acknowledge receipt of all transfer applications within 15 calendar days from date of receipt and, without rejecting such applications, notify in writing an employee who submits a transfer application of any known reason which might preclude the employee from filling the classification on which the employee has submitted a transfer application, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available from the employee's [Personnel] **Human Resources** Department.

(f) [(e)] Within ten calendar days after the first of each month, Company shall, within each **Region** [Division] or **General Office** Department, provide Union information on beginning job vacancies that have been filled the previous month as follows:

(1) through (7) unchanged.

(g) [(f)] The following classifications shall be considered as beginner's classifications and shall not be subject to the bidding provisions of this Title:

• Classification list unchanged.

[(g)] By written agreement between Company and Union, this list of beginner's classifications may be changed.

(h) Cancellation of Transfers: Applications for Transfer are valid for a period of one year from the date of receipt or until such time as the employee changes classification and/or headquarters, or until such time as the employee rejects an appointment to the classification and headquarters on which the transfer application was made. Company will notify an employee of the cancellation of employee's applications for transfer as indicated below. Cancellations shall be effective as follows:

(1) Unchanged.

(2) **immediately** upon the employee's declining an appointment to the classification and headquarters on which the transfer was submitted, [and after 15 calendar days advance notice from Company.]

(3) Unchanged.

(4) Unchanged.

(5) Unchanged.

(6) upon receipt of authorization from the local [Personnel] **Human Resources** Department to cancel transfer because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 18.9 with notification to the employee by the local [Personnel] **Human Resources** Department of such cancellation. In the latter cases the employee's transfer will be given the appropriate consideration for 15 calendar days from the date of

notification. (Entire Section amended 1-1-84)

18.6 COMPANY ASSIGNMENT

When a vacancy occurs in a clerical or office classification, Company may fill it at its discretion by assignment, provided that the employee who is assigned is within the Line of Progression and the **Region or General Office Department** [Division] in which the vacancy occurs and is either in the same classification as that in which the vacancy occurs or is in a classification having an identical scheduled wage rate. Successive vacancies created by such assignment may be filled in like manner. If any vacancy is not filled as provided herein, it shall be filled in accordance with the provisions of Section 18.8. This cannot result in more than one transfer between headquarters.

18.7 FORFEITURE [POSTBIDDING PROCEDURE] Company proposes to delete existing (a) and (b). (Postbidding Procedure).

If an employee is the most senior qualified candidate for a job vacancy and turns down a bona fide offer of such vacancy, such employee's bid or transfer application on such vacancy shall be cancelled along with bids or transfer applications on the same classification in any other headquarters. Such employee's bid or transfer applications on such vacancies shall be rejected for a period of one year. Exceptions to the above will be as follows:

(a) *Such employee's bids or transfer applications shall receive consideration on any other "frozen lists" as specified in Letter Agreement 84-9 until those lists are exhausted.*

(b) *Such employees shall also retain their right to consideration for appointment under 18.12.*

(c) *Employees with preferential bidding rights under Title 19 shall not be subject to the provisions of this Section.*

18.8 SEQUENCE OF CONSIDERATION

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

(a) Unchanged.

(b) Bids made by regular employees in the **Region or General Office Department** [Division] and in the Line of Progression in which the vacancy exists, who are:

- in the same classification as defined in Exhibit A, "Clerical Lines of Progression," as that in which the job vacancy exists, or
- in classifications which are higher thereto, or
- at the top rate of pay of the next lower classification.

[Whenever a vacancy occurs in any job classification which the Company intends to fill on a regular basis pursuant to Section 18.7, Company shall fill it by award as soon as practicable. Postbids on any job covered by this Subsection shall be given preferential consideration in the following sequence:]

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

(c) Bids made by any other regular employees who are:

- in the same classification as defined in Exhibit A, "Clerical Lines of Progression," as that in which the vacancy exists, or
- in classifications which are higher thereto, or
- at the top rate of pay of the next lower classification.

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

(e) Unchanged.

18.10 TIME LIMITS ON BIDDING

Notwithstanding anything contained in this Title, Company shall not give consideration to any application for transfer[,] or [pre]bid [or postbid] submitted by an employee who has changed lines of progression within the preceding 12 calendar months or who has entered a training classification within the preceding 12 calendar months[,], if the consideration of such application for transfer, prebid or postbid would result in such employee returning to his or her last previous line of progression. Training classification is defined as a classification for which there exists a negotiated training program. (Added 1-1-80)

18.11 BYPASS FOR LACK OF QUALIFICATIONS

(a) Notwithstanding anything contained in this Title, Company may reject the bid **or transfer** of any employee who does not possess the knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid **or transfer** is made. Additionally, the bid of an employee to a classification having a higher maximum wage rate will be rejected if the employee has been under active counselling for poor work performance during the previous 12 months. Active counselling for the purpose of this Section is considered to be: (1) **One** [Two] or more [separate] instances [in which the employee received disciplinary layoff without pay for poor work performance] **involving disciplinary action, including layoff, decision making leave, [and] letter of reprimand or written reminder** or (2) demotion for cause.

(b) Unchanged.

18.12 APPOINTMENT TO UNBID VACANCY

If Company does not within the time provided in Section 18.4[7] receive any bids on a job which has been **authorized for filling** [posted], or does not receive a bid from an employee who possesses the qualifications set forth in Section 18.11, it may in its discretion make a final appointment to such job.

18.13 SUPERVISING OR LEAD CLASSIFICATIONS

• Delete existing language.

Company shall make unrestricted appointments in filling one-half vacancies in classifications involving personal contact by the employee with the public or a classification in which an employee must exercise supervisory duties.

18.18 POSTING OF JOB AWARDS

[(a)] Delete.

[(b)] Company shall post **bi-weekly** on the bulletin boards in each headquarters within the system a list of all job awards made through [postbids and

through] [Pre]bids [in accordance with the provisions of Section 205.8 (of the Physical Agreement).] and [through] transfers since the last list was posted. Such list will include the job vacancy number (where appropriate) and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. (Amended 1-1-84)

18.19 (Renumbered as Section 13.5)

18.20 QUALIFICATIONS FOR GENERAL CONSTRUCTION EMPLOYEES BIDDING/TRANSFERRING TO REGIONAL AND GENERAL OFFICE DEPARTMENT [DIVISION] JOBS

An employee in General Construction must pass the appropriate agreed-to employment test battery before his bid to fill a **Regional or General Office Department** [Division] job vacancy under the provisions of Title 18 will be considered.

Such employee shall be entitled to two opportunities to pass the test referred to above. The second attempt to pass such test must be a minimum of three months from the date of the initial attempt. However, where the parties have agreed that certain classifications, other than normal entry level, have substantially identical tasks in General Construction as in the **Region or General Office Departments** [Divisions], successful performance by an employee in such classification will be considered as presumptive evidence of meeting the appropriate agreed-to test requirements. Additionally, a former General Construction employee who has become a **Region or General Office Department** [Divisions] employee at the journeyman level or below must meet the agreed-to test battery to meet the employment requirements for **Region or General Office Department** [Division] employees before being promoted to a working foreman job on other than a temporary basis. Notwithstanding the foregoing, successful performance as a temporary working foreman in a **Region or General Office Department** [Division] for a cumulative total of six months or more shall be presumptive evidence of meeting such requirements. (Entire Section added 1-1-84)

TITLE 206. DEMOTION AND LAY OFF PROCEDURE

206.1 GENERAL RULES

The provisions of this Title 206 which are applicable to employees in cases of displacement, demotion, or layoff due to lack of work or the return of an employee from leave of absence for Union business or military service shall be applied in such manner as to give effect to the following:

(a) **Employees whose performance is designated as unacceptable will be considered first in the application of this Title, without regard to seniority.**

(b)[(a)] Employees shall be given as much notice as practicable of Company's proposed action. Following such notice, and prior to the date of the proposed action, employees to be affected by the procedure shall be considered as though they had already been demoted, and, notwithstanding the provisions of Title 205, have their bids to fill vacancies, in the normal line of progression, considered under the provisions of Section 206.9. Subsection 206.1(b) through Section 206.14 shall apply to employees being displaced or demoted due to lack of work.

(c)[(b)] An employee's Service, as defined in Section 106.3, shall be the determining factor in the application of this Title[,], **except for those employees designated in (a) above.**

(d)[(c)] Where a vacancy in an appropriate classification exists, the filling of such vacancy in accordance with the appropriate provisions of this Title shall be substituted for the displacing of another employee as provided herein. If such vacancies exist at more than one headquarters, Company shall provide an employee with a list of such vacancies and the location thereof. He may then elect to fill any of such vacancies.

(e)[(d)] An employee may not elect to displace another employee whose Service is equal to or greater than his own. An employee may not displace an employee in a classification having a wage rate higher than that of his own classification except where such classification is considered to be the same in accordance with a Line of Progression as provided for in Title 600 and Exhibit IX — "Same Classifications."

(f)[(e)] Employees shall be demoted, displaced, laid off, or effect elections under the provisions of this Title on the basis of their regular classification, headquarters and line of progression at the time of any such action.

(g)[(f)] In the application of this Title, an employee shall not be placed in a job unless qualified to perform the duties.

206.2 NOTICES

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

(a) Company will give an employee who is to be demoted as much notice thereof as possible, but not less than five days, advising [him] **the employee** of the classification to which [he] **such employee** is to be demoted and whether there are any jobs with respect to which [he] **such employee** may exercise an election by filling a vacancy or by displacing another employee. (Amended 1-1-80)

(b) Not more than two days after receiving the notice provided for in Subsection (a), the employee should advise Company of his/her decision with respect to exercising the election. If [he] **such employee** desires to exercise the election, Company shall, within two days thereafter, provide [him] **such employee** with a list of the jobs in [his] **the employee's Region** [Division] and the locations thereof to which the election may be applied.

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

(d) An employee's failure to give the notices prescribed in Subsections (b) and (c) will operate to forfeit [his] **such employee's** right of election.

(e) Unchanged.

See NEXT PAGE

PG&E COMPANY PROPOSALS

— CONTINUED

206.4 ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT

(a) An employee who is to be demoted or displaced as provided in Section 206.3 may elect to displace that employee in [his] **such employee's** same classification and Department within the Division who has the least Service, or if no such election is available, [he] **such employee** may, if [he] **such employee** has been employed **two** [three years] or more **years**, then elect to displace that employee in the **Region** [Company] in [his] **such employee's** same classification and department who has the least Service.

If the employee cannot effect a demotion or displacement within the Region or General Office Department, and has been employed five years or more, the employee may elect to displace that employee in the Company in his classification and Department who has the least Service.

(b) An employee who is to be demoted or displaced in Section 206.3 and who cannot exercise **any** [either] of the elections as provided for in Subsection (a) hereof, may elect to displace that employee in his/her same classification within the Division who has the least Service, or if no such election is available, [he] **such employee** may, if he/she has been employed **two** [three years] or more **years**, then elect to displace that employee in the **Region** [Company] in [his] **such employee's** same classification who has the least Service.

If the employee cannot effect a demotion or displacement within the Region, and has been employed five years or more, the employee may elect to displace that employee in the Company in such employee's classification who has the least Service.

(c) Unchanged.

206.5 ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION

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

206.6 BUMPING EMPLOYEE IN BEGINNER'S JOB

(a) If Company cannot effect a demotion or displacement of an employee **with at least two years of service** in accordance with Section 206.3 and, if in addition, such employee cannot for any reason effect an election in accordance with Section 206.4 or 206.5, [he] **such employee** may elect to displace that employee in the **Region** [Division], in a beginning classification who has the least Service provided he/she meets the qualifications of the transfer.

(b) If the Company cannot effect a demotion or displacement of an employee in Subsection (a) hereof, if he/she has been employed [three] **five** years or more, may elect to displace that employee in the Company in a beginning classification, who has the least Service, provided he/she meets the qualifications of a transfer.

206.7 LAYOFF

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 the elections in Sections 206.4, 206.5, and 206.6, [he] **such employee** will be laid off.

206.9 ACCELERATED PROMOTION

For the purpose of enabling employees who have been demoted or transferred under the provisions of this Title, or to enable employees who have been on or are on Long Term Disability status, to return to their former status on an accelerated basis, Company will give preferential consideration in the following sequence to the bids and transfer applications submitted by such employees on any job vacancy:

(a) Unchanged.

(b) Bids and transfer applications submitted by employees listed in Subsection (a) above who formerly worked in such job classification[,] **with the exception of those employees demoted for cause.**

• 2nd and 3rd paragraphs unchanged.

206.13 RE-EMPLOYMENT PROVISIONS

Notwithstanding the provisions of Section 205.5, a regular full-time employee who has been laid off for lack of work for a period not in excess of one year shall be entitled to preferential rehiring in the reverse order of layoff as follows: When a vacancy exists in a beginner's job in the line of progression in the **Region** [Division] from which one employee was laid off, Company shall send notice of openings for re-employment to the last mailing address as furnished by the laid-off employee **by certified mail and with a return receipt requested.** Within seven working days after such notice is mailed, such laid-off employee must advise Company whether or not he accepts such re-employment. If no reply is received by Company within seven days after the notice is mailed, such employee will be considered terminated, and the next employee on the laid-off list may be notified of the opening. To expedite rehiring, more than one employee may be notified of an opening, but priority shall be given to employees in the reverse order of layoff. If no employee remains on the laid-off list, the provisions of Section 205.5 will be invoked. Employees recalled shall report to work within seven calendar days after advising Company of their acceptance of re-employment. If they fail to report within such time, they shall be considered terminated with no further re-employment rights under this Section. An employee returning to a beginner's job under the provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he returns.

DEMOTION OTHER THAN FOR LACK OF WORK

Except for Sections 206.9 and 206.12 the foregoing Sections 206.1 through 206.14 apply only to an employee demoted for lack of work. Demotion for any reason other than for lack of work is provided for as follows: (References amended 1-1-80)

206.15 DEMOTION OF UNIT EMPLOYEE

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

206.16 DEMOTION OF NON-UNIT EMPLOYEE INTO UNIT

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

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

206.17 RELOCATION OTHER THAN FOR LACK OF WORK

When it becomes necessary to relocate individuals, crews, or groups of employees in a headquarters/office due to the closing of a reporting headquarters/office or when such relocation is necessitated by a shift of workload or other economic consideration, either of which is expected to be permanent, and where the number and the classification of jobs in the **Region** [Division] will be unchanged, the following procedure shall be followed:

(a) Unchanged.

(b) Employees with the greater Service shall be given the first opportunity to relocate, **unless there are employees in the affected classifications at the headquarters where the reduction occurs with rights to preferential consideration due to a previous application of Subsection (e) below.**

(c) Unchanged.

(d) Each employee in Subsection (c) above shall be given as much notice as possible of the impending relocation and such employee may elect either:

(1) to fill any vacancy in the employee's classification in the **Region** [Division] in which the employee is assigned, notwithstanding Subsection 205.6(a) or

(2) Unchanged.

(e) Unchanged.

(f) Unchanged.

(g) Unchanged.

(h) Unchanged.

Amend Exhibit VII as follows:

EXHIBIT VII

BEGINNER'S CLASSIFICATION

Unchanged except for:

NIGHT GROUNDMAN*

RESERVE GAS SERVICEMAN*

[ROUTINE HYDRO CLERK

Electric Hydro-Clerical]

[ROUTINE PLANT CLERK

Steam Generation and Nuclear Plant Operations — Clerical]

*Will not be considered a beginning job for bidding purposes for employees in the same line of progression, but will be considered as a beginning job for all other employees. (Entire Exhibit amended 1-1-84)

SERVICE CENTER CLASSIFICATIONS

Amend 600.1 Division Gas and Steam Heat Department, Job Definitions and Lines of Progression—Gas Service Department, as follows:

2230 RESERVE GAS SERVICEMAN

An employee who has successfully completed the Gas Serviceman's Training course and is qualified to perform the duties of a Gas Serviceman. May be assigned [Fieldman] **Helper** or [Field Meterman] **Meter Reader** duties when not upgraded to the Gas Serviceman classification.

[Note: It is not the intent to replace the Fieldman classification or the Field Meterman classification with the Reserve Gas Serviceman classification. Accordingly, assignment of Fieldman or Field Meterman duties to this classification should be for relief purposes or during periods of peak work loads.]

[Next Lower Classifications

0930 Helper (Steam, Heat or Gas T&D)

0934 Helper (Gas, Plant Maintenance)

0937 Plant Helper (East Bay)

0950 Shift Helper (Gas Plant)

2785 Meter Reader

Same or Higher Classifications

0190 Chartman

0524 Fieldman

1405 Service Mechanic

1483 Field Meterman
1755 Service Operator
2210 Serviceman
2220 Utility Serviceman-Jackson
2230 Reserve Gas Serviceman]

Beginner's Classification

Notes: 1. A transfer application from a Reserve Gas Serviceman or a higher classification in the Line of Progression will be given Priority 1 status under the Job Bidding System. Priority transfer applications receive preference over all other transfers and are treated as a bid under the provisions of Subsection 205.7(a), (b), or (c), as appropriate.

Amend A.2. Qualifying Procedure in Training Section, as follows:

An employee who desires to qualify for entry to the Reserve Gas Serviceman classification, and who, after [prebidding] **transferring** to the classification receives notification regarding the qualifying tests which must be completed, shall apply in writing to the employee's [Personnel] **Human Resources** Department to be tested. After such application has been made, arrangements will be made for the employee to take the tests outlined in (a) [through (c)] above, which have not been passed previously.

Amend B.1. Gas Serviceman Training School, as follows:

1. Appointment

(a) [Prebids] Transfers

The final selection of the qualified [prebidder] **transfer applicant**, who will attend the next scheduled session of the School, will be made as soon after the vacancy occurs as possible, but in no case less than two weeks prior to the beginning of the School. Upon successful completion of the School, the employee shall be awarded the vacancy effective the following Monday.

Delete (b) Postbids

Amend paragraph 6, B.3., as follows:

Company will not give further consideration [, under Section 205.8, to the bid of an employee] to **any person** who has failed to receive a passing score on the retest.

Company proposes to make the following changes to Title 600.3, Exhibit VI-B, Steam Generation and Nuclear Plant Operations Job Definitions and Lines of Progression.

1. Change Title 600.3, Exhibit VI-B to read: Steam Generation Department and Nuclear Power Generation Job Definitions and Lines of Progression.
2. The Geysers Power Plants are recognized as one Plant with three separate headquarters for purposes of Titles 205 and 206.
3. An employee must have passed the Plant Operator Selection System (POSS) qualifying exam to be given consideration under 205.5 or 205.7 for an operating classification.
4. An employee must have passed the EEI Power Plant Maintenance Employee Selection System Test to be given consideration under 205.5 or 205.7 for a maintenance classification.
5. Amend Operator Training Procedure, as follows:
Section II.B.7. — delete (c) and (d)
Section III.B.7 — delete (c).
6. For purposes of 205.7(b) employees in maintenance classifications shall be given preferential consideration in the following sequence:
(b)1. Bids made by regular employees in the Plant in which the vacancy exists who are:
— in the same classification as that in which the job vacancy exists, or
— in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or
— at the top rate of pay of the next lower classification in the Line of Progression, except as otherwise provided in any applicable apprenticeship agreement.
(b)2. Bids made by other regular Steam employees in accordance with the provisions of this Subsection.
7. Amend Notes on Operating Job Definitions and Lines of Progression for Steam Generation and Nuclear Power Generation, as follows:

Section II. Lines of Progression.

1. An employee above the classification of Auxiliary Operator, who has passed the appropriate qualification test and who is performing satisfactorily in all aspects in his present position will be permitted to bid his same classification from one plant to another and back to the first plant once in any five-year period. However, a classification shall not be considered next lower to any classification in another plant[; Exception — (1717) Power Plant Operator — Oakland and Martinez]. A transfer under the provisions of Section 205.18 will be counted as a transfer between one plant and another. Any move as a result of the application of the provision of Title 206 shall not be counted.
2. Unchanged.
3. [Avon, Martinez, Oleum] **Potrero and Oakland** shall be considered as one plant for purposes of the Job Bidding Procedure.
4. Delete.

Amend Demotion and Layoff Procedure applicable to Operators, as follows:

DEMOTION AND LAYOFF PROCEDURE APPLICABLE TO OPERATORS

In order to provide for the uniform application of the Demotion and Layoff Procedure of the Agreement within the Steam Generation and Nuclear [Plant Operations] **Power Generation** Departments and at the same time to provide a full staff of trained Operators in each plant, the following definitions and procedure shall apply when operating employees in the Departments are to be demoted due to lack of work.

I. DEFINITIONS

A. The terms "same classification" and "next lower classification in the reverse order of the normal line of progression" as used in Title 206 of this Agreement shall be determined by the following table:

B. Table: Same Classifications — read across
Next Lower Classifications — read down

Step	Oakland PP	Hunters Pt. & Potrero	Morro Bay & Moss Landing	Humboldt	Diablo Canyon	Geysers Plants	Contra Costa/Pit
4		Sr. Cont. Operator	Sr. Control Operator	Sr. Cnt. Operator	Sr. Cnt. Operator	Sr. PP Operator	Sr. Ctr. Operator
3	Pwr. Plt. Operator	Control Operator	Control Operator	Control Operator	Control Operator	Pwr. Plt. Operator	Control Operator
2		Asst. Cnt. Operator	Asst. Cntr. Operator	Asst. Ctr. Operator	Asst. Ctr. Operator		Asst. Ctr. Operator
1		[*]Auxiliary Operator	Auxiliary Operator	Auxiliary Operator	Auxiliary Operator	Asst. Pwr Plt. Opr.	Auxiliary Operator

[*Coast Valleys Division includes Diablo Canyon Power Plant for purposes of Title 206.]

[*]Auxiliary Operator is the next lower classification to Steam Heat Engineer. Employees in Steps 2 through 4 may not displace Steam Heat Engineers unless they have previously held this classification.

TITLE 19. DEMOTION AND LAYOFF PROCEDURE

19.1 GENERAL RULES

The provisions of Title 19 which are applicable to employees in cases of displacement, demotion or layoff due to lack of work or the return of an employee from leave of absence for Union business or military service shall be applied in such manner as to give effect to the following:

(a) Employees whose performance is designated as unacceptable will be considered first in the application of this Title, without regard to seniority.

(b)(a) Employees shall be given as much notice as practicable of Company's proposed action. Following such notice, and prior to the date of the proposed action, employees to be affected by the procedure shall be considered as though they had already been demoted and, notwithstanding the provisions of Title 18, have their bids to fill vacancies in the same or lower classifications, in the normal line of progression, considered under the provisions of Section 18.8. Subsection 19.1((b)) through Section 19.13 shall apply to employees being displaced or demoted due to lack of work.

(c)(b) An employee's Service, as defined in Section 17.3 shall be the determining factor in the application of this Title[,], **except for those employees designated in (a) above.**

(d)(c) Where a vacancy in an appropriate classification exists, the filling of such vacancy in accordance with the appropriate provision of this Title shall be substituted for the displacing of another employee as provided herein. If such vacancies exist at more than one headquarters, Company shall provide an employee with a list of such vacancies and the location thereof. He may then elect to fill any of such vacancies.

(e)(d) An employee may not elect to displace another employee whose Service is the same or greater than his own. An employee may not displace an employee in a classification having a wage rate higher than that of his own classification except where such classification is considered to be the same in accordance with a Line of Progression as provided for in Exhibit A.

(f)(e) Employees shall be demoted, displaced, laid off, or effect elections under the provisions of this Title on the basis of their regular classification, headquarters and line of progression at the time of any such action.

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

19.2 NOTICES

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

(a) Unchanged.

(b) Not more than two days after receiving the notice provided for in Subsection (a), the employee should advise Company of his decision with respect to exercising the election. If he desires to exercise the election, Company shall, within two days thereafter, provide him with a list of the jobs in his [Division] **Region** and the locations thereof to which the election may be applied.

(c) Unchanged.

(d) Unchanged.

(e) Unchanged.

19.4 ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT

(a) An employee who is to be demoted or displaced as provided in Section 19.3 may elect to displace that employee in his same classification and department within the Division who has the least Service, or if no such election is available, he may, if he has been employed [three years] **two** or more **years**, then elect to displace that employee in the [Company] **Region** in his same classification and department who has the least Service.

If the employee cannot effect a demotion or displacement within the Region, and has been employed five years or more, the employee may elect to displace that employee in the Company in his classification and Department who has the least Service.

(b) An employee who is to be demoted or displaced in Section 19.3 and who cannot exercise [either] **any** of the elections as provided for in Subsection (a) hereof may elect to displace that employee in his same classification within the Division who has the least Service, or if no such election is available, he may, if he has been employed [three years] **two** or more **years**, then elect to displace that employee in the **Region** [Company] in [his] the same classification who has the least Service.

If the employee cannot effect a demotion or displacement within the Region, and has been employed five years or more, the employee may elect to displace that employee in the Company in [his] the same classification who has the least Service.

(c) Unchanged.

19.5 ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION

If an employee cannot effect a demotion or displacement in accordance with

See NEXT PAGE

PG&E COMPANY PROPOSALS

— CONTINUED

Section 19.3 and, if in addition, such employee does not for any reason effect an election in accordance with Section 19.4, [he] **such employee** may, if [he] **such employee** has previously worked for at least six months in any other classification in another line of progression in Company, elect to displace that employee in such classification and line of progression in [his] **such employee's** [Division] **Region** who has the least Service. An employee may exercise an election under the provisions of this Section only when it is for the purpose of returning to the line of progression in which [he] **such employee** worked immediately prior to entering the line of progression from which the election was exercised.

19.6 BUMPING EMPLOYEE IN BEGINNER'S JOB

(a) If Company cannot effect a demotion or displacement of an employee **with at least two years of service** in accordance with Section 19.3 and, if in addition, such employee cannot for any reason effect an election in accordance with Sections 19.4 or 19.5, he may elect to displace that employee in the [Division] **Region**, in a beginning classification who has the least Service provided he meets the qualifications of a transfer.

(b) If the Company cannot effect a demotion or displacement of an employee in Subsection (a) hereof, if he has been employed [three] **five** years or more, may elect to displace that employee in the Company in a beginning classification, who has the least Service, provided he meets the qualifications of a transfer.

19.7 LAYOFF

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, or 19.6, [he] **such employee** will be laid off.

19.9 ACCELERATED PROMOTION

For the purpose of enabling employees who have been demoted or transferred under the provisions of this Title, or to enable employees who have been on or are on Long Term Disability status to return to their former status on an accelerated basis, Company will give preferential consideration in the following sequence to the bids and transfer applications submitted by such employees on any job vacancy:

(a) Unchanged.

(b) Bids and transfer applications submitted by employees listed in Subsection (a) above who formerly worked in such job classification[,], **with the exception of those employees demoted for cause.**

• 2nd and 3rd paragraphs unchanged.

19.13 RE-EMPLOYMENT PROVISIONS

Notwithstanding the provisions of Section 18.5, a regular full-time employee who has been laid-off for lack of work for a period not in excess of one year shall be entitled to preferential rehire in the reverse order of layoff as follows: When a vacancy exists in a beginner's job in the line of progression in the [Division] **Region** from which an employee was laid off, Company shall send notice of openings for re-employment to the last mailing address as furnished by the laid-off employee **by certified mail and with return receipt requested**. Within seven working days after such notice is mailed, such laid-off employee must advise Company whether or not he accepts such re-employment. If no reply is received by Company within seven days after the notice is mailed, such employee will be considered terminated, and the next employee on the laid-off list may be notified of the opening. To expedite rehiring, more than one employee may be notified of an opening, but priority shall be given to employees in the reverse order of layoff. If no employee remains on the laid-off list the provisions of Section 18.5 will be invoked. Employees recalled shall report to work within seven calendar days after advising Company of their acceptance of re-employment. If they fail to report within such time, they shall be considered terminated with no further re-employment rights under this Section. An employee returning to a beginner's job under provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he returns. (Amended 1-1-80)

PROVISIONS FOR DEMOTION FOR OTHER THAN LACK OF WORK

Except for Sections 19.9 and 19.12 the foregoing Sections 19.1 through 19.13 apply only to an employee demoted for lack of work. Demotion for any reason other than for lack of work is provided for as follows:

19.14 DEMOTION OF UNIT EMPLOYEE

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

19.15 DEMOTION OF NON-UNIT EMPLOYEE INTO UNIT

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

In no case shall such demoted employee be placed into a classification that is higher than the classification held prior to leaving the bargaining unit subject to Subsection 19.1(f)(g). (Added 1-1-84)

19.16 RELOCATION OTHER THAN FOR LACK OF WORK

When it becomes necessary to relocate individuals, crews, or groups of employees in a headquarters/office due to the closing of a reporting headquarters/office or when such relocation is necessitated by a shift of workload or other

economic consideration, either of which is expected to be permanent, and where the number and the classification of jobs in the [Division] **Region** will be unchanged, the following procedure shall be followed:

(a) Unchanged.

(b) Unchanged.

(c) Unchanged.

(d) Each employee in Subsection (c) above shall be given as much notice as possible of the impending relocation and such employee may elect either:

(1) to fill any vacancy in the employee's classification in the [Division] **Region** in which the employee is assigned, notwithstanding Subsection 18.7(a), or;

(2) to fill the vacancy in the employee's classification created at the new location where such job is relocated.

(e) Unchanged.

(f) Unchanged.

(g) Unchanged.

Company proposes to Amend Exhibit A — Lines of Progression for the Clerical Agreement, as follows:

Amend Page 1 to reflect correct Corporate name in heading and other changes as a result of reorganization and Letter Agreement 87-34-Clarification of Title 19.

[CUSTOMER SERVICES LINES OF PROGRESSION]

MARKETING AND CUSTOMER SERVICES LINES OF PROGRESSION

The following tables are for use in filling vacancies in the [Division] **Regional Marketing and Customer Services Lines of Progression**. This line of progression includes such general functions as telephone switchboard operations, mail distribution and collection, division files, reproduction, stationery, accounting, office services, new business, meter reading, meter tag posting, marketing, rate analysis, telephone and counter service, credit, cashing and collection in **Region**, Division, District, and Local Customer Services. The tables should be used in connection with Section 18.8 of the Clerical Agreement dated July 1, 1953, as amended.

The Departments in the Marketing and Customer Services Lines of Progression are as follows:

Marketing:

Customer Services:

Physical jobs to which Clerical Employees are valid [pre-]bidders under Section 18.4 of the Clerical Agreement and Section 205.7 of the Physical Agreement.

The tables should be used in connection with Section 18.8 of the Clerical Agreement dated July 1, 1953, as amended.

To use these tables, find the vacant classification. Below the vacant classification in the left-hand column are listed the next lower classifications. Below the vacant classification in the right-hand column are listed classifications which are the same as, or higher than, the vacant classification. The classifications listed as next lower, the same as, or higher than, the vacant classification are followed by a hyphen and a label which describes the general function of the clerical classifications which are so considered.

Example[1]: If a vacancy exists in a Senior Operating Clerk I classification in the department, consideration under Subsection 18.8(b) and 18.8(c) of the agreement in order of employment date, shall be given to employees classified as Operating Clerk, the equivalent, or higher in the Operating Line of Progression.

Temporary Assignments

Temporary upgrades shall take place within the department and headquarters in which the temporary vacancy exists, provided there is a next lower classification to the vacant classification in such department and headquarters. Temporary upgrades into classifications where there is no next lower classification to the vacancy within the department and headquarters shall be made in accordance with the lines of progression.

Example[2]: If a temporary vacancy exists in a Senior Operating Clerk I classification, consideration in order of employment date shall be given to employees classified as Operating Clerk in the office department and headquarters.

Amend page 13 to remove the Gas Chart Office from Pipe Line Operations and reflect its appropriate functional Department, as follows:

[PIPE LINE OPERATIONS DEPARTMENT]

GAS MEASUREMENT AND PRODUCTION DEPARTMENT

Amend pages 15 through 24 to reflect the following proposal:

Company proposes to reclassify the following Physical classifications to comparable classifications in the Operating Line of Progression of the Clerical Agreement, in accordance with the guidelines set forth in the Clerical Job Evaluation Grading System:

- | | |
|------|---------------------------|
| 0254 | Utility Foreman's Clerk |
| 0253 | Foreman's Clerk |
| 0254 | Foreman's Clerk |
| 0252 | Assistant Foreman's Clerk |
| 0263 | Senior Hydro Clerk |
| 0264 | First Hydro Clerk |
| 0265 | Routine Hydro Clerk |
| 0290 | Senior Plant Clerk |
| 0293 | First Plant Clerk |
| 0294 | Routine Plant Clerk |

Company proposes to amend the following job classifications in the Operating Lines of Progression, page 8 through 25, as follows:

- 2723 Senior Operating Clerk II-Electric, Steam, **Hydro and Nuclear**
xxxx Senior Operating Clerk II-Service Planning
xxxx Senior Operating Clerk II-Support Services/Administrative Services
- 2644 Senior Operating Clerk II-General Services, Design Drafting, G. O. Building, Materials Distribution, **Mail Processing** and Reprographics.
- 2645 Senior Operating Clerk-Steno II-Electric, Steam, **Hydro, Nuclear**, Combination, **Support Services/Administrative Services**, Gas, P.L.O., Services, Design Drafting, G. O. Building, Materials Distribution, **Mail Processing** and Reprographics.
- 2646 Senior Operating Clerk-Typist II-Electric, Steam, **Hydro, Nuclear**, Combination, **Support Services/Administrative Services**, Gas, P. L. O., General Services, Design Drafting, G. O. Building, Materials Distribution, **Mail Processing** and Reprographics.
- 2789 Senior Operating Clerk I-Electric, Steam, **Hydro and Nuclear**
xxxx Senior Operating Clerk I-Service Planning
xxxx Senior Operating Clerk I-Support Services/Administrative Services
- 2652 Senior Operating Clerk I - General Services, Design Drafting, G. O. Building, Materials Distribution, **Mail Processing** and Reprographics
- 2654 Senior Operating Clerk-Steno I . Electric, Steam, **Hydro**, Combination, **Support Services/Administrative Services**, **Service Planning**, Gas, P.L.O., General Services, Design Drafting, G.O. Building, Materials Distribution, **Mail Processing** and Reprographics
- 2655 Senior Operating Clerk-Typist I - Electric, Steam, **Hydro**, Combination, **Support Services/Administrative Services**, **Service Planning**, Gas, P. L. O., General Services, Design Drafting, G. O. Building, Materials Distribution, **Mail Processing** and Reprographics
- 2662 Operating Clerk — Electric, Steam, **Hydro and Nuclear**, Combination, Gas, P.L.O. General Services, Design Drafting, G. O. Building, Materials Distribution, **Mail Processing** and Reprographics
- 2664 Operating Clerk-Steno — Electric, Steam, **Hydro and Nuclear, Combination, Gas, P.L.O. General Services, Design Drafting, G. O. Building, Materials Distribution, Mail Processing** and Reprographics
- 2667 Operating Clerk-Typist — Electric, Steam, **Hydro and Nuclear**, Combination, Gas, P.L.O. General Services, Design Drafting, G. O. Building, Materials Distribution, **Mail Processing** and Reprographics
- 2676 Utility Clerk — Operating
- 2680 Utility Clerk-Steno — Operating
- 2684 Utility Clerk-Typist — Operating

Company proposes to delete the General Office Mail Processing Unit from the Accounting and Computer Operations Lines of Progression, which will require adding the following Job Classifications to the Operating Line of Progression (See Attachment I of Company's Exhibit A proposal):

- 2773 Mail Clerk Driver
2676 Utility Clerk
2680 Utility Clerk-Steno
2684 Utility Clerk-Typist
2688 Utility Stenographer
2690 Utility Typist
2732 Word Processing Operator - Operating

Amend page 26 to reflect changes in the organization and eliminate the transfer rights currently existing between the Accounting Department and the Computer Operations Department, as follows:

ACCOUNTING AND COMPUTER OPERATIONS LINES OF PROGRESSION

The tables shown are for use in filling vacancies in the [Disbursement Accounting Department, Assistant Comptroller-Processing and Control Section,] Computer Operations Department, **Vice-President and Comptroller's Organization: Construction Accounting Department, Corporate Accounting Department (except the Accounting Research and Analysis Section), Customer Accounting Department, Payment Accounting Department and Accounting Data Control Section.** [Customer Accounting Department, Plant Accounting Department, Mail Services Section of General Office Building Department, and Corporate Accounting (except Special Report and Analysis Section).] **The aforementioned shall be considered as separate General Office Departments for the purposes of Titles 18 (except for 18.5 and 18.6).** [They should be used in connection with Section 18.8 of the Clerical Agreement dated July 1, 1953, as amended. In addition, the transfer rights of employees of the Vice-President and Comptroller's Organization and the General Office Operating Clerical (including the Design-Drafting Clerical Unit, Reprographics Clerical Unit, and the Mail Services Section of the General Office Building Department) have been expanded to provide Subsection 18.5(b)(1) rights between these groups.]

[Transfer rights of employees in the Computer Operations Department and the Vice President and Comptroller's Organization have been established to provide 18.5(b)(1) rights between these groups.]

Company proposes to remove the Senior Office Machine Repairman from Title 600 Lines of Progression of the Physical Agreement and place it in Exhibit A Lines of Progression of the Clerical Agreement.

Company proposes to cancel all provisions which make employees in the Computer Operations Line of Progression 18.8(b) bidders to classifications in the Accounting Lines of Progression. Such action will require amending Exhibit A, pages 27 through 29 (see Attachment II of Company's Exhibit A proposal).

Company proposes to delete paragraph 2, page 37 of Exhibit A, LOP of the Clerical Agreement. (1/23/87).

Company proposes to amend Confidential Employee's Lines of Progression,

page 42, to reflect the reorganization and addition of Steam and Nuclear Power Generation Office Units to the Clerical Lines of Progression, as follows:

CONFIDENTIAL EMPLOYEE'S LINES OF PROGRESSION

Employees who are in Human Resource Departments in the Regions or are secretaries to Regional Vice Presidents, Regional Marketing and Customers Services Managers, or secretaries to Division Managers are considered as being in the Marketing and Customer Services Line of Progression. Secretaries to Regional General Services Managers, Regional Electric Managers, or Regional Gas Managers, are considered as being in the appropriate Operating Line of Progression, i.e., General Services, Electric or Gas. Confidential employees in the Steam, Nuclear Power Generation, or Hydro Plants are considered as being in the appropriate Operating Line of Progression, i.e., Operating Clerk- [Electric,] Steam, Hydro or Nuclear.

Company proposes to amend page 33 "Functional Responsibility and Line of Progression" as appropriate.

MAIL PROCESSING CENTER[—MAIL PROCESSING UNIT]

Delete existing language.

2773 MAIL CLERK DRIVER

Next Lower Classifications

- *2676 Utility Clerk — Operating
*2680 Utility Clerk-Steno—Operating
*2684 Utility Clerk-Typist — Operating
2732 Word Processing Operator—Operating

Same or Higher Classifications

- 2644 Senior Operating Clerk II
2645 Senior Operating Clerk-Steno II
2646 Senior Operating Clerk-Typist II
2652 Senior Operating Clerk I
2654 Senior Operating Clerk-Steno I
2655 Senior Operating Clerk-Typist I
2773 Mail Clerk Driver
2662 Operating Clerk
2664 Operating Clerk-Steno
2667 Operating Clerk-Typist

*Includes employees at Clerk D rate of pay as per 1980 General Negotiations.

- 2676 UTILITY CLERK
2680 UTILITY CLERK-STENO
2684 UTILITY CLERK-TYPIST
2688 UTILITY STENOGRAPHER
2690 UTILITY TYPIST
2732 WORDPROCESSING OPERATOR—OPERATING

See also note 5(a), Page 35.

BEGINNER'S CLASSIFICATIONS

ACCOUNTING AND COMPUTER OPERATIONS LINES OF PROGRESSION

Accounting

- 2642 SENIOR ACCOUNTING CLERK II
2763 SENIOR ACCOUNTING CLERK-STENO II (80 W.P.M. Shorthand and 50 W.P.M. Typing required)
2767 SENIOR ACCOUNTING CLERK-TYPIST II (55 W.P.M. Typing required)

Next Lower Classifications

- 2788 Senior Accounting Clerk I
2797 Senior Accounting Clerk-Steno I
2813 Senior Accounting Clerk-Typist I
[2878 Computer Operator I]
[2778 Computer Operator I-B]
[2808 Lead Data Entry Operator (1)]
2696 Senior Stenographer — Accounting

Same or Higher Classifications

- 2642 Senior Accounting Clerk II
2763 Senior Accounting Clerk-Steno II
2767 Senior Accounting Clerk-Typist II
[2879 Senior Computer Operator]
[2779 Computer Operator I-A]
2788 SENIOR ACCOUNTING CLERK I
2797 SENIOR ACCOUNTING CLERK-STENO I (80 W.P.M. Shorthand and 50 W.P.M. Typing required)
2813 SENIOR ACCOUNTING CLERK-TYPIST I (55 W.P.M. Typing required)
2696 SENIOR STENOGRAPHER (80 W.P.M. Shorthand and 50 W.P.M. Typing required)

Next Lower Classifications

- 2661 Accounting Clerk
2665 Accounting Clerk-Steno
2873 Accounting Clerk-Typist
[2877 Computer Operator II]
2697 Machine Operator — Accounting
2674 Stenographer — Accounting
2673 Typist — Accounting

Same or Higher Classifications

- 2642 Senior Accounting Clerk II
2763 Senior Accounting Clerk-Steno II
2767 Senior Accounting Clerk-Typist II
[2808 Lead Data Entry Operator (1)]
2788 Senior Accounting Clerk I
2797 Senior Accounting Clerk-Steno I
2813 Senior Accounting Clerk-Typist I

See NEXT PAGE

PG&E COMPANY PROPOSALS

— CONTINUED

- 2879 Senior Computer Operator
- [2779 Computer Operator I-A]
- [2778 Computer Operator I-B]
- [2878 Computer Operator I]
- 2696 Senior Steno — Accounting

[(1) An employee classified as a Lead Data Entry Operator — Data Recording Section shall be considered as being in the same or next lower classification provided such employee has passed the "EEI Clerical Test Battery", or has qualified in accordance with the provisions outlined on Pages 38 and 39.]

- 2661 ACCOUNTING CLERK
- 2665 ACCOUNTING CLERK-STENO (80 W.P.M. Shorthand and 50 W.P.M. Typing required)
- 2873 ACCOUNTING CLERK-TYPIST (55 W.P.M. Typing required)
- 2697 MACHINE OPERATOR
- 2674 STENOGRAPHER (80 W.P.M. Shorthand and 50 W.P.M. Typing required)
- 2673 TYPIST (55 W.P.M. Typing required)

Next Lower Classifications

- *2677 Utility Clerk — Accounting
- *2681 Utility Clerk-Steno — Accounting
- *2685 Utility Clerk-Typist — Accounting
- [2875 Computer Operator III]
- [2876 Computer Operator III-A]
- 2688 Utility Stenographer — Accounting
- [2807 Data Entry Operator]
- 2690 Utility Typist — Accounting
- 2689 Utility Machine Operator — Accounting
- [2773 Mail Clerk Driver]
- 2844 Stenographer C — Accounting (Incumbent Only)
- 2863 Typist A — Accounting (Incumbent Only)
- 2805 Machine Operator B (Incumbent Only)
- 2733 Word Processing Operator — Accounting

Same or Higher Classifications

- 2642 Senior Accounting Clerk II
- 2763 Senior Accounting Clerk-Steno II
- 2767 Senior Accounting Clerk-Typist II
- 2788 Senior Accounting Clerk I
- 2797 Senior Accounting Clerk-Steno I
- 2813 Senior Accounting Clerk-Typist I
- 2879 Senior Computer Operator
- [2779 Computer Operator I-A]
- [2778 Computer Operator I-B]
- [2878 Computer Operator I]
- [2877 Computer Operator II]
- 2697 Machine Operator
- [2808 Lead Data Entry Operator (1)]
- 2661 Accounting Clerk
- 2665 Accounting Clerk-Steno
- 2873 Accounting Clerk-Typist
- 2696 Senior Stenographer — Accounting
- 2674 Stenographer — Accounting
- 2673 Typist — Accounting

[(1) An employee classified as Data Entry Operator or Lead Data Entry Operator — Data Recording Section shall be considered as being in the same or next lower classification provided such employee has passed the "EEI Clerical Test Battery", or has qualified in accordance with the provisions outlined on Pages 38 and 39.]

* Includes employees at Clerk D rate of pay as per 1980 General Negotiations.

TITLE 207.2 MISCELLANEOUS

Amend 207.2, as follows:

It is recognized that Company has the right to have **any** work done by outside contractors. [In the exercise of such right Company will not make a contract with any other firm or individual for the purpose of dispensing with the services of employees who are engaged in maintenance or operating work.]

Amend 208.23 THREE WEEK LIMIT, as follows:

Except where a hazard to life or property exists, employees will not be required to work more than [three consecutive weeks] **24 consecutive days** without having two consecutive days off.

TITLE 212. EMERGENCY DUTY

Amend 212.2(c) ANNUAL AND WEEKLY SIGN-UP, as follows:

(c) Employees who do not remove themselves from the call-out roster as provided for above nevertheless shall be allowed the opportunity to remove themselves during the week under the following conditions:

- (1) Regular scheduled attendance for educational purposes with advance notice.
- (2) Participation in civic or church activities with advance notice.
- (3) [All other instances limited to twice a week with advance notice.] **Advance notice for the purpose of this Subsection will be 4:30 p.m. Tuesday evening as described in (b) above.**

Amend 212.10 SERVICE EMPLOYEES, as follows:

In the distribution of emergency overtime for service personnel, the purpose and intent described in Subsection 212.1(a) shall be applicable; but the current call-out procedure shall remain in effect unless specifically changed by written agreement between the [Division Personnel] **Regional Human Resource Man-**

ager and the appropriate Business Representative. (The call-out procedures currently in effect should incorporate the sequential order of call-out; the rotation of call-out, if any; and the provisions for calling out additional help or replacing an absent employee.)

TITLE 301. EXPENSES-FIELD EMPLOYEES

Amend Section 301.3 RESIDENCE DEFINITION, as follows:

(a) Unchanged.

(b) An employee's Residence Area is defined as a zone extending [25] **50** road miles from the city hall of the city or town in which the employee's Residence is located. If the employee's Residence is not located in a city or town, the [25] **50** road mile zone will be measured from the city hall of the city or town nearest to such Residence. If there is no city hall in the aforementioned city or town, the [25] **50** road mile zone will be measured from the principal street intersection of the main business district.

(c) An employee who is newly hired, rehired more than one year after layoff due to lack of work or rehired after any other type of termination must designate a Residence as defined in Subsection 301.3(a). However, this employee shall not be eligible for per diem expenses as provided in Section 301.4 until the employee is transferred to a job location more than [25] **50** road miles from the city hall of the city or town in which the employee was hired or rehired. If the hiring or rehiring location is not established within the limits of a city or town, the [25] **50** road miles will be measured from the city hall of the nearest city or town. If there is no city hall in the aforementioned city or town, the [25] **50** road miles will be measured from the principal street intersection of the main business district.

(d) Change of Residence.

(1) Unchanged.

(2) Since the payment of per diem expenses is based upon the location of the employee's Residence, the employee is vouching that his Residence Certificate does, in fact, identify a Residence (as defined in Subsection 301.3(a)) and not temporary living accommodations. Any employee **who does not comply with 301.3(a)** or who knowingly falsifies or delays filing such a Residence Certificate shall be required to reimburse the Company for any overpayment of per diem and shall be subject to disciplinary action, including discharge. (Entire Section amended 1-1-84)

Amend Section 301.4 EXPENSE ALLOWANCES, as follows:

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

(a) Unchanged.

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

Zone	to the Reporting Location	Amount of Per Diem
[1	More than 25 but 35 or less	\$ 5.50
2	More than 35 but 45 or less	\$ 9.25
3	More than 45 but 55 or less	\$12.50
4	More than 55 but 65 or less	\$17.25
5	More than 65 but 75 or less	\$22.25
6	More than 75	33.50]
1	More than 50 but 75 or less	\$10.00
2	More than 75 but 125 or less	\$20.00
3	More than 125	35.00

*The principles set forth in Subsection 301.3(b) also dictate whether the city hall or principal intersection is to be used for this purpose. (Note: The per diem amounts listed above will be in effect from January 1, 1988, through December 31, 1991. [Unless renegotiated between July 1, 1985, and September 1, 1985, for the period from January 1, 1986, through December 31, 1987.]

GENERAL

Amend Section 301.16 HARDSHIP TRANSFERS, as follows:

Notwithstanding anything contained herein, Company by agreement with Union may transfer any employee who requests such a transfer for substantial reason. Such transferred employee shall not be entitled to travel time or reimbursement of transportation expense. **If granted a hardship and the hardship ends and the employee transfers back to the previously assigned point of assembly where the hardship was granted, such employee shall retain the same per diem status as previously held at that point of assembly. If such employee is transferred to a different point of assembly from where the hardship was granted, employee will be eligible for per diem per Subsection 301.3 (c) and 301.4.** [but shall be entitled to per diem expenses as provided for in Section 301.4. If such an employee has not yet become eligible for per diem expenses as provided in Subsection 301.3(c) at the time of such transfer, the city or town to which the employee is transferred shall be considered the employee's hiring or rehiring location for the purposes of Subsection 301.3(c). (Amended 1-1-84)]

TITLE 302. HOURS

Amend 302.1 WORKWEEK AND BASIC WORKWEEK DEFINED, as follows:

A workweek is defined to consist of seven consecutive calendar days, and a basic workweek is defined to consist of five workdays of eight hours each **or four workdays of ten hours each**. The days in the basic workweek shall be known as workdays and the other days in the workweek shall be known as non-workdays. Employees may be scheduled to work more or less than five days per week or for more or less than eight hours per day, but in any such event the basic workweek shall continue to be as herein defined.

Amend 302.2 BASIC WORKWEEK, as follows:

The basic workweek shall be from Monday through [Friday.] **Saturday with no more than five workdays scheduled.**

Amend 302.3 CHANGES, as follows:

Notwithstanding the provisions of Section 302.2 hereof, Company's Foreman or other Supervisor and the employees involved, together with Union, may mutually establish a different basic workweek of **four or five** consecutive workdays.

Amend 302.5 HOURS — GENERAL, as follows:

In general, and except as otherwise provided herein, the regular hours of work shall be **eight or ten work hours starting at or later than 6:00 am and ending at 6:00 am. The regular lunch period will begin at the mid-point of the shift and** [from 8 a.m. to 12 o'clock noon and from 12:30 p.m. to 4:30 p.m., or from 8 a.m. to 12 o'clock noon and from 1 p.m. to 5 p.m.; provided however, that the regular lunch period] may be advanced or delayed one hour or less for any of the following reasons, namely, (a) when work which must necessarily be performed on facilities serving a customer of Company can most conveniently be performed during such customer's lunch period; (b) when work must necessarily be performed by reason of an interruption to utility service or other emergency having occurred; (c) when work must necessarily be performed to eliminate a hazard to life or property; or (d) when the Company foreman or other supervisor and the employees involved mutually establish a different lunch period. A change in lunch period for any of the foregoing reasons shall not be deemed to require the payment of overtime, except that if the regular lunch period is advanced or delayed for more than one hour for any of the reasons herein listed (a), (b), (c), the employees involved will be paid at the overtime rate for work performed in the regular lunch period and may eat their lunch on Company time.

Amend Section 302.7 OVERTIME-HOURS CHANGE, as follows:

Further notwithstanding the provisions of Section 302.5 hereof, Company may change the regular hours of work of any employee when necessary, in which event overtime compensation shall not be paid for time worked outside of regular work hours except **as provided below.** [during the first four workdays following such change.]

(a) As used in this Section, "regular hours of work" are those defined in Section 302.5; [i.e., 8 a.m. to 12 o'clock noon and from 12:30 p.m. to 4:30 p.m., or from 8 a.m. to 12 o'clock noon and from 1 p.m. to 5 p.m.]

(b) The provisions of this Section shall not be applicable unless an employee is assigned hours of work [other than] **more than two (2) hours outside of [regular] their scheduled** hours of work. [for a period estimated as more than four consecutive workdays.]

[(c)] A further change of work hours, following an assignment as provided in Subsection (b) above, shall result in the payment of overtime the first four workdays after such further change for hours worked outside of regular work hours and outside those hours from which he was just changed. If any such situation extends beyond two workweeks, Company and Union may agree to rotate the assignment of employees thereto, but in such event the overtime compensation herein provided for will not be paid to any employee for more than the first four workday period worked outside of regular hours. (Amended 1-1-80)]

[(d)] (c) Overtime compensation shall not be paid under this Section 302.7 for time worked during regular hours of work as defined in Subsection (a) above.

[(e)] (d) The provisions of this Section are not applicable where:

(1) the regular hours of work, as established in Section 302.5, are changed by Company at the request or direction of public authorities, provided, however, that before any such change is made Company shall discuss it with Union, or

(2) such regular hours of work are changed by agreement between Company and Union.

In neither instance shall Company be required to pay overtime compensation by reason of such change.

Amend Section 302.11 NON CAMP CONDITIONS, as follows:

A location reasonably convenient to board and lodging as referred to in Sections 302.9 and 302.10 hereof shall mean any location within the city limits of an incorporated city where board and lodging are available; or, in an unincorporated area, a location where the board and lodging are within [15] **50** road-miles of the headquarters or assembly point and provided further that such board and lodging are within two road-miles of each other, and which is accessible by automobile. Where the headquarters is in an unincorporated area, such board and lodging may be either in an unincorporated area or in an incorporated city.

Title 306. DEMOTION AND LAYOFF PROCEDURE

Amend Subsection 306.7(b) LAYOFFS, as follows:

(b) When it becomes necessary for Company to lay off an employee because of lack of work, Company shall give him as much notice as practicable, but in no event shall a regular employee **who has less than five years of Service be given less than five working days' notice or two days pay in lieu of notice; and an employee who has five or more years of Service be given not less than ten working days' notice or four days' pay in lieu of notice.** [be given less than five working days' notice, and an employee who has five or more years of Service shall be given not less than ten working days' notice. (Entire Section amended 1-1-84)]

Amend Section 306.14 REHIRE, as follows:

(a) 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 months** [one year], and who had two or more years of Service at the time of layoff shall be entitled to preferential rehire on the basis of Company Service, providing that the laid-off employee, each calendar month following layoff, keeps the Company informed of the current mailing address and telephone number for contact and the Promotion-Demotion Geographical Area(s) for which reemployment will be accepted.

The employee will be notified of the proper method for informing the Company.

(b)(1) Unchanged.

(2) If the laid-off employee cannot be reached by telephone, Company shall forward notice **by certified mail** of openings for reemployment to the last mailing address as furnished by such employee.

Title 308. OVERTIME

Amend Section 308.2 RATES, as follows:

(a) In general, overtime compensation at the rate of one and one-half times the straight rate of pay shall be paid to employees for overtime **for those hours worked in excess of eight when on an eight hour workday and in excess of ten hours when on a ten hour workday.** [as defined in Items (a), (b), (c), [(d)] and (e) of Section 308.1; except that]

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

(c) if, following an employee's dismissal from work or on an employee's non-workday, the employee is called out for work, he shall be paid at two times his straight rate of pay for all work performed outside his regular work hours or on a non-workday.

(d) The time worked in excess of eight hours on the employee's second of two scheduled days off counting from the first day of the basic workweek shall be paid at the rate of two times the employee's straight rate of pay provided such employee has performed work on the first scheduled day off. Employees scheduled to have four consecutive days shall be entitled, in addition to the above, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight hours on the fourth scheduled day off, provided that such employee has also performed work on the third scheduled day off. (Amended 1-1-80)

(e) For purposes of this Section, an employee's "regular hours of work" shall be the same on a non-workday as those regularly scheduled for such employee on a workday.]

Company proposed to amend Section 308.14(f) Rest Periods, as follows:

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a workday without having had a rest period of eight consecutive hours, in which event he shall be paid at [two] **one-and-one-half** times the straight rate of pay for all work performed until he has been relieved from duty for at least eight consecutive hours.

TITLE 8. VACATIONS

Amend 8.13 SCHEDULING, as follows:

(b)(1) Unchanged.

(2) To prevent undue interference with the proper and economic rendition of service to the public, Company may designate the number of employees at a headquarters, the number of employees within a classification at a headquarters or within a Division or the number of employees within a combined group of classifications within a line progression at a headquarters or within a Division which may be on vacation at one time. **This may be zero employees off on any given day.** In such event there shall be a separate sign-up schedule for each such group and a vacation schedule shall be prepared for each group giving effect where possible to the selection of employees in order of their Service within the group designated.

TITLE 14. HOLIDAYS

Amend 14 HOLIDAYS, as follows:

Delete Employee Birthday Holiday.

Amend 14.3 FLOATING HOLIDAYS, as follows:

An employee may select any day as a floating holiday, either during the vacation sign-up provided for in Section 8.13 or during the year. [A supervisor may, however, limit the number of employees in a classification at a headquarters who may be off on a floating holiday on any given day.] **To prevent undue interference with the proper and economic rendition of service to the public, Company may designate the number of employees, if any, which may be off on a floating holiday.** If more employees elect a specific day as a floating holiday than can be permitted to be off on that day, the preference will be given in order of service to employees who sign up during the annual vacation sign-up. Under no circumstances may an employee with greater service "bump" an employee who has signed up for a given floating holiday earlier in the year. (Amended 1-1-83)

TITLE 15. EXPENSES

Amend Section 15.4 to read:

When arrangements are made for an employee to travel [each day] between his living quarters and the training location, he shall be given an allowance of **\$10.00 per day for the commute to and from the training location and reimbursement for the reasonable cost of all authorized meals.** [for the time involved which is in excess of the time normally taken in traveling between his living quarters and his regular headquarters and such compensation shall be paid at his regular straight rate of pay.] Transportation between his living quarters and the training location shall be in accordance with the provisions of Section 15.6.

Amend Subsections 15.5(a)(c) to read:

(a) If it is impracticable for an employee who attends training classes to return to his regular headquarters or to his living quarters each day, Company shall, for the duration of the training assignment, provide him with board and lodging or, at its option, provide him with lodging and **\$21.00 per day for meals.** [reimburse him for the reasonable cost for meals. With the advance approval of the supervisor in charge of the training classes, local transportation expense and other incidental expenses shall be paid by Company.]

See NEXT PAGE

PG&E COMPANY PROPOSALS

— CONTINUED

(c) If on his non-work days an employee remains at the training location, his board and lodging on such days shall be provided by Company, or if Company does not provide board on such days, it shall **provide him with \$21.00 per day for meals**. [authorize him to obtain such meals elsewhere and reimburse him for the reasonable costs incurred in obtaining such meals.]

TITLE 17. STATUS

Amend 17.5 REGULAR STATUS, as follows:

(a) [Division] **Regional** employees shall be designated as probationary and regular, depending on the length of their Service.

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

(c) On the completion of [his] **such employee's** first [six] **12** months of Service which, notwithstanding the provisions of Section 17.3 above, is uninterrupted by absence for more than a cumulative total of 30 days due to (1) layoff, (2) sickness or disability, or (3) any other reason, a probationary employee shall be given a status of a regular employee, a definite job classification, and placed on a weekly rate.

(d) Unchanged.

TITLE 24. MANAGEMENT OF COMPANY AND MISCELLANEOUS

Amend 24.5 CONTRACTING, as follows:

It is recognized that the Company has the right to have **any** work done by outside agencies. [In the exercise of such right Company will not make a contract with any company or individual for the purpose of dispensing with the services of employees who are covered by the Clerical Bargaining Agreement. The following guidelines will be observed:

(a) Where temporary services are required for a limited period of time, such as an emergency situation or for a specific special function.

(b) Where the regular employees at the headquarters are either not available or normal workloads prevent them from doing the work during the time of the emergency or special function situation.

(c) The Union Business Representative in the area should, if possible, be informed of Company's intentions before the agency employees commence work. (Added 1-1-80.)

Amend Exhibit C as follows:

EXHIBIT C METER READER AGREEMENT PREAMBLE

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

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

A. Senior Meter Reader

1. Effective August 26, 1983, all existing Head Meter Readers were reclassified to Senior Meter Reader. Additional reviews may determine the need for additional positions. If necessary, Senior Meter Reader positions may be added by reclassifying other existing positions. [Following the 1984 reviews, there will be approximately 55 to 60 Senior Meter Reader positions systemwide.]

2. Unchanged.

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

(a) **At least six months experience with Electronic Meter Reading, and (b) At least six months meter reading experience within the last two years.**

4. Unchanged.

5. Job Definition — Unchanged.

(a) Unchanged.

(b) Unchanged.

(c) Unchanged.

(d) Unchanged.

(e) Unchanged.

(f) Unchanged.

(g) Unchanged.

(h) Unchanged.

(i) Type I, II and III audits [(vehicle inspection)].

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

B. Meter Reader

1. **Job Definition** — A Meter Reader is an employee assigned a route of meter locations. Each meter location is visited, the meter number checked and meter dials read and recorded. Any unusual or abnormal conditions observed are reported. Completed work is submitted at the office and other related work is performed as assigned. The following conditions are to be observed when assigning other related work:

(a) Unchanged.

(b) Unchanged.

(c) Unchanged.

(d) Unchanged.

(e) Unchanged.

C. Inclement Weather

1. Unchanged.

2. Unchanged.

3. Unchanged.

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

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

D. Standards

1. Unchanged.

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

(b) **Group II** — 5.50 missed meters per 1,000 meters read for Coast Valleys, De Sable, Humboldt, **Los Padres**, [and] Sacramento, **and Vaca Valley Divisions.**

(c) **Group III** — 6.50 missed meters per 1,000 meters read for **San Joaquin Valley Region and Colgate, Drum, [San Joaquin, Stockton and North San Mateo County District — San Francisco Division] and Skyline Divisions.**

(d) **Group IV** — 16.00 missed meters per 1,000 meters read for [San Francisco District -] San Francisco Division.

2. Other standards are:

(a) Unchanged.

(b) Unchanged.

(c) Unchanged.

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

(a) Unchanged.

(b) Unchanged.

(c) Unchanged.

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

Month	One	Two	Three	Four	Five
Group I	9.00	7.00	6.00	5.00	4.50
Group II	11.00	9.00	7.00	6.00	5.50
Group III	13.00	11.00	9.00	7.00	6.50
Group IV	32.00	27.00	22.00	18.00	16.00

(e) Unchanged.

4. Unchanged.

E. Meter Reader Route Assignments

1. Unchanged.

2. Unchanged.

3. Unchanged.

(a) Unchanged.

(b) Unchanged.

4. Unchanged.

5. Unchanged.

6. Unchanged.

7. Unchanged.

8. Unchanged.

9. Unchanged.

10. Unchanged.

11. Route string bidding, as agreed to on August 26, 1983, will remain unchanged for all locations except Sacramento District. Sacramento District current route bidding system will remain in effect with seniority to be based on their length of time at that headquarters. The conditions and procedures regarding their system will be in accordance with the agreement reached in Review Committee File No. 1519, as interpreted and implemented by the parties in the past.]

11.12. Route string bidding for Meter Readers returning to the active payroll.

(a) For headquarters that bid on an annual basis (and Sacramento Division).

(i) If the Meter Reader returns to the active payroll prior to December 1, and is available at the time the routine strings are bid, such Meter Reader will be contacted and allowed to bid the route strings.

(ii) If the Meter Reader will return on or after December 1, or is unavailable at the time the routine strings are bid, such Meter Reader will be assigned to an available string upon their return.

(b) For headquarters that rotate strings during the year.

(i) If the Meter Reader returns to the active payroll with one-half or more of the time left on the rotation, such Meter Reader will be allowed to bump any junior Meter Reader at the time of his or her return.

(ii) If the Meter Reader returns to the active payroll with less than one-half of the time left on the rotation, such Meter Reader will be assigned to an available string.

(c) For headquarters that have established route assignments by Letter Agreement different than those above, provisions will be established and agreed to locally.

F. **Pilot Programs** — Unchanged.

G. **Pesticides and Industrial Chemical Hazard** — Unchanged.

H. **Starting Times and Flextime**

The following starting-time and flextime options are applicable on a local office basis where van pooling is not implemented.

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

Starting-Time Options

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

[(a) [(b)] (Available **entire year** [first Monday in September through last Monday in May]) = 7:00 a.m. and 7:30 a.m. or 7:30 a.m. and 8:00 a.m.]

Flextime Options

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

[(b) [(d)] (Available **entire year**) = 7:00 a.m. to 8:00 a.m.]

Voting eligibility shall be:

Meter Reader	Eligible for all votes.
Meter Reader (Temporary Additional)	Eligible for all votes.
Meter Reader/Utility Clerk	Eligible for all votes.
Utility Clerk/Meter Reader	Ineligible for any vote.
[Senior Meter Reader]	[May vote on starting time option for group, but may not select personal starting time except as outlined in 2 below.]

2. Following are the starting time provisions for Senior Meter Readers:

(a) If there are two or more Senior Meter Readers in an office, at least one will report at each starting time. If a dispute arises as to reporting times, Company service will prevail in choosing a starting time. If a flextime option is selected, one Senior Meter Reader will report at beginning of flextime option and one will report at end of flextime option.

(b) Other than as provided for in (a) above, the Senior Meter Reader's starting time shall be designated by the Customer Services Supervisor.

[(b) If there is only one Senior Meter Reader in an office where the supervisor has only meter reading responsibilities, the Senior Meter Reader will have choice of starting times.

(c) If there is only one Senior Meter Reader in an office where Meter Readers are supervised by a Customer Services Office Supervisor or Meter Reader Supervisor with District responsibility, the Senior Meter Reader will take the earliest starting time used by any Meter Reader.

(d) In no event will a Senior Meter Reader be required to take a one-hour lunch break.]

3. Dual starting time or flextime will be voted on **once** [twice] each year in the beginning of May [and at the end of August].

4. Unchanged.

5. Unchanged.

6. Unchanged.

7. Unchanged.

8. Unchanged.

9. Unchanged.

I. Rerouting and Route Maintenance

1. Rerouting:

(a) Specialized field and clerical duties involved in rerouting will be performed by Senior Meter Readers with participation by affected Meter Readers, under the direction of a supervisor/coordinator.

(b) Senior Meter Readers will be given training in rerouting and route standardization.

(c) Temporary upgrades will be made for additional Senior Meter Reader positions necessary during rerouting.

(d) Rerouting task-force (includes two or more Meter Readers/Senior Meter Readers plus supervisor/coordinator to be used for major rerouting projects) — sign up by **Region or** Division volunteers. Company selects from sign-up list and will pay employees assigned as Senior Meter Readers. The Meter Readers bypassed in Company's selection shall also be compensated at the appropriate wage step of Senior Meter Reader on a one-for-one basis. That is for each junior Meter Reader assigned to the task force, the single senior bypassed employee will be paid at the Senior Meter Reader rate. The task force may be moved around a **Region or** Division from office to office. Local office Meter Readers used in project will be upgraded to Senior Meter Reader. These task forces may be established on a district or local office basis when one-way travel time exceeds one hour from headquarters to local office.

The provisions of Subsection 18.4(g) of the Clerical Agreement will apply to requests by **Region or** Division volunteers for assignment to a rerouting task force.

(e) Each route must be considered individually in assessing necessary travel time and paperwork time.

(f) Routes will be sized based on the average reading conditions.

(g) Rerouting will be completed as soon as practical.

(h) Periodic rerouting will be performed as needed.

2. Route Maintenance and Adjustment of Individual Routes:

(a) At request of Meter Reader, Senior Meter Reader or Company, individual routes may be inspected.

(b) Route inspections will be performed by the Meter Reader and a Senior Meter Reader and/or supervisor. The Senior Meter Reader will not set the pace for the Meter Reader.

(c) Final decision on inspection and adjustment of individual route will be made by an exempt supervisor. Such decisions by an exempt supervisor are subject to the grievance procedure.

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

(a) Reserialization/Resizing Manual — This manual provides a system-wide, uniform procedure to complete a comprehensive meter route reserialization/resizing project.

(b) Electronic Meter Reading Device — Upon implementation of this de-

vice, a **route time averaging system** [reading average route sizing program] will be developed. Route maintenance needs will be continually monitored.

J. Transportation

Car pooling will be eliminated in all offices and Company will make provisions for each Meter Reader to have a car (either a Company car or the Meter Reader's car reimbursed through a DMA). If requested by the local office, all newly-hired Meter Readers will be required to use a personal car (car must meet DMA requirements) as a condition of employment. This stipulation is also in effect for Meter Readers transferring to another office where a DMA is required. Meter Readers should be made aware of this condition prior to the job transfer being effected.

In the event a Meter Reader using a Company car vacates his or her position, and the Company car is to remain available to a Meter Reader, an employee on a DMA currently at the headquarters should be assigned the vehicle. Assignment of the vehicle will be based upon seniority.

[In Sacramento Division, seniority will be determined by length of time at that headquarters.]

K. Performance Audits

1. Exempt supervisors **or Senior Meter Readers** will perform Type I (impromptu) audits. Impromptu audits will be distributed equitably among employees provided that Meter Readers whose performance dictates may be audited on that particular aspect of their performance more frequently than usual. An immediate oral review of the impromptu audit shall be conducted in the field. If there is any question as to the equitable distribution of impromptu audits within an office, all relevant information on impromptu audits of other Meter Readers in the office will be provided to the Shop Steward and the Union.

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

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

4. Employees will receive a copy of any audit (Type I, Type II or Type III) within two workdays after completion of the audit.

5. For the purpose of training Senior Meter Readers may perform the Type I and Type II Performance Evaluations. Such audits conducted by a Senior Meter Reader will not be used as a basis for disciplinary action nor is it intended that Senior Meter Readers will evaluate employee performance. Audits conducted by the Senior Meter Reader will not be placed in an employee's 701 file.]

L. Uniforms

1. Unchanged.

2. Unchanged.

3. Unchanged.

4. Unchanged.

5. Unchanged.

6. Unchanged.

7. Unchanged.

8. Unchanged.

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

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

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

M. Electronic Meter Reading

1. Prior to the introduction of electronic meter reading devices in an office, all meter books will be verified for correct and current coding and clues by Meter Readers.

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

1.[3.] The time stamp or timing device may be used by the Company under the circumstances set forth below [on a pilot program basis until December 31, 1986].

a. [During initial implementation of the device, a reading average route sizing program will be established. It is anticipated that this process may take a minimum of four to six months to determine average time factors to be applied to specific meter locations.] **A Route Time Average System will be established and maintained. It will be used to determine average time factors to be applied to specific meter locations.**

b. Use of device to accomplish this process will be at the supervisor's reasonable discretion for the primary purpose of route sizing.

c. The Company shall not discipline a Meter Reader solely on the basis of a route time analysis report or any other time summary report.

d. Data generated from the timing device shall not be used to measure a particular employee's speed or for comparing one employee's speed against another.

e. Because of the need for accurate route sizing data, the Meter Reader will be advised by his/her supervisor that his/her normal pace should be observed, that he/she is still to follow all Company rules and procedures, and that he/she is still to follow all safety rules and precautions.]

d.[f.] Claims of abuse of discretion by management are subject to the provisions of Title 9, Grievance Procedure.

g. During the pilot program, the Company will solicit input from Meter Readers on their reaction to the use of electronic meter reading and specifically the timing device. During the pilot program, the Meter Reader Negotiating Committee will meet quarterly to review the progress of the electronic meter reading project and the reading average route sizing program.]

See NEXT PAGE

PG&E COMPANY PROPOSALS

— CONTINUED

TITLE 600 PROPOSED JOB DEFINITION

GAS CREW FOREMAN (WELDING)

An employee who is a working foreman in charge of a crew of two to five men exclusive of himself, engaged in construction or maintenance work. He shall have the personal qualification of leadership and supervisory ability, the craft qualifications of a Fitter and must be familiar with G.O. 112, **G.O. 128**, Company's construction and safety standards, accounting procedures and other applicable rules and procedures. A Gas Crew Foreman (Welding) may, as a working foreman, perform certain assignments with the assistance of a qualified employee; specific exceptions are indicated in the notes below. **Shall be skilled in the installation of electric non-lead cable systems and plastic gas distribution systems and the operation of associated construction tools and equipment.**

NOTES:

A. For purposes of the above, the term "qualified employee" may include an experienced Helper who has six months in the Gas T&D Department, or sufficient training and experience either with Company or in related work elsewhere so that the Helper has sufficient ability to perform the assigned work to the satisfaction of the Gas Crew Foreman (Welding).

B. May supervise Electric T&D personnel in the installation of underground facilities, which may include secondary and primary splicing.

[B] C. In all types of work, two-man units will not be required to perform any function that would create a hazard to life or property or exceed the capability of manpower, tools or equipment available.

Examples of work that shall not be assigned to two-man units:

(1) Installation of mains or services in excess of 2 inches or inserts in excess of 1 1/4 inches. Handling of steel pipe shall be limited to lengths approximately 21 feet (two or more lengths of steel pipe welded together shall be considered a single length).

(2) Assignment which involves the excavation of a street where the normal direction flow of traffic cannot be maintained or provisions made to accomplish the work through the use of barricades.

(3) Installation of meter and splice boxes in excess of 200 pounds unless lift equipment is provided.

D. Cable installation is limited to Non-Lead, CIC and direct buried types, and associated substructures. The Gas Crew Foreman may perform hot termination (splicing) and meter installation, limited to 600 volts or less, provided special training has been provided.

JOB DEFINITION

GAS CREW FOREMAN (NON-WELDING)

An employee who is a working foreman in charge of a crew of two to five men exclusive of himself, engaged in construction or maintenance work. He shall have the personal qualifications of leadership and supervisory ability, and must be familiar with G.O. 112, **G.O. 128**, Company's construction and safety standards, accounting procedures and other applicable rules and procedures. A Gas Crew Foreman may, as a working foreman, perform certain assignments with the assistance of a qualified employee; specific exceptions are indicated in the notes below. **Shall be skilled in the installation of electric non-lead cable systems and plastic gas distribution systems and the operation of associated construction tools and equipment.**

NOTES:

A. For purpose of the above, the term "qualified employee" may include an experienced Helper who has six months in the Gas T&D Department, or sufficient training and experience either with Company or in related work elsewhere so that the Helper has sufficient ability to perform the assigned work to the satisfaction of the Gas Crew Foreman.

B. May supervise Electric T&D Personnel in the installation of underground facilities, which may include secondary and primary splicing.

[B] C. In all types of work, two-man units will not be required to perform any function that would create a hazard to life or property or exceed the capability of manpower, tools, or equipment available.

Examples of work that shall not be assigned to two-man units:

(1) Installation of any steel service or mains; plastic mains or services in excess of 2 inches or inserts in excess of 1 1/4 inches.

(2) Assignments which involve the excavation of a street where the normal directional flow of traffic cannot be maintained or provisions made to accomplish the work through the use of barricades.

(3) Installation of meter and splice boxes in excess of 200 pounds unless lift equipment is provided.

C. The work assignments of this classification will basically be the same as the Gas Crew Foreman (Welding) except that he shall not install any steel services or mains and shall not be required to weld metal pipe. However, he may install leak clamps on metal pipe.

D. For the purpose of Title 212 of the Physical Agreement, the Gas Crew Foreman (Welding) and the Gas Crew Foreman classifications will be considered the same classification and call-outs will be made on the basis of Title 212. When it is known in advance that an emergency call-out will involve welding or the installation of steel pipe, a GCF (Welding) shall be used even if the GCF is on the top of the Title 212 call-out list.

E. The establishment of the non-welding Gas Crew Foreman classification shall be limited to 10% of the existing Gas Crew Foreman classification on Company's system. However, if it is necessary to demote existing Gas Crew Foreman (Welding) to Gas Crew Foreman for failure to meet the welding requirements, an additional 5% Gas Crew Foremen are permitted. Not more than every other Gas Crew Foreman vacancy in a headquarters may be filled as a new Gas Crew Foreman.

F. Temporary upgrades to Gas Crew Foreman (Non-Welding) shall be limited

to filling temporary vacancies in established positions, except that temporary upgrades may be made to such classification in a headquarters where there are no employees eligible to prebid to Gas Crew Foreman (Welding).

G. Successful completion of EAS #5 Space Visualization Test and the Number Series Completion Test is required to become a valid prebidder to Gas Crew Foreman (Non-Welding). Gas Crew Foreman (Welding) who is reclassified to Gas Crew Foreman (Non-Welding) is exempt from taking the tests. A test will not be given to an employee who has already taken it as part of a preemployment examination.

H. Cable installation is limited to Non-Lead, CIC and direct buried types, and associated substructures. The crew foreman may perform hot termination (splicing) and meter installation, limited to 600 volts or less, provided special training has been provided.

Company proposes to eliminate Field Clerk, Truck Driver, and Light Truck Driver classifications and include all or a portion of their job duties into the Fieldman classification.

0524 FIELDMAN

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

Add the following to Notes for Fieldman classification:

K. May perform the field paperwork for Gas service and distribution crews, including the handling of requisitions, work orders, service tags, sketches and accident reports.

PROPOSED JOB DEFINITION

EQUIPMENT OPERATOR

An employee who operates cranes **whose capacity is 10 tons or over, or trenching machines capable of digging a trench 7 feet deep or greater**, trenchers such as Jeep, 705B Runabout and Cleveland, loaders, backhoes, hydrammers and other equipment. When not operating equipment, may work alone or with an assistant performing such work as patrolling and locating pipelines, repairing pipe wrapping damage, repairing minor leaks found on routine leak surveys, and lubricating and repacking valves. May be required to drive truck **and possess a Class I Drivers License. Performs such other work in lower classifications as may become necessary.**

May perform work under the direction of Electric Crew Foreman in the installation of underground electric facilities. May include setting poles and the associated trenching, provided special training has been provided.

2210 SERVICEMAN

An employee who performs domestic and commercial service work such as gas and routine electric meter operations, gas regulator adjustments, appliance and control adjustments, diagnosing appliance problems and, when within the scope of Company's service policy, making appropriate recommendations to the customer for correction, routine service to absorption-type air conditioning and industrial gas equipment, "no-light" calls, installation and alteration of gas meter and regulator sets and installation and maintenance of domestic and commercial gas equipment. May squeeze off and affix approved dead end fittings to ruptured plastic services which are visible (and which can be accessed safely) to protect life and property. Shall maintain a high standard of public relations and personal appearance. **In addition, when trained and qualified, the Serviceman may make wiring connections, not to exceed 240 volts, to customers' electric meter sockets or panels, make wiring connections to energize 120/240 volt services at secondary splice boxes, and where practicable, may install service bypass jumpers to provide temporary service pending permanent repairs to services.**

Next Lower Classification

2230 Reserve Gas Serviceman

Same or Higher Classifications

0190 Chartman
1405 Service Mechanic
*1755 Service Operator
2210 Serviceman
2220 Utility Serviceman—Jackson

1405 SERVICE MECHANIC

An employee who performs all classes of work done by Servicemen and in addition does such work as installation, inspection and adjustment of industrial equipment and maintenance and operation of industrial meter and regulator sets. He also makes combustion tests and adjustments on customers' gas burning equipment and investigates high gas bill complaints on industrial and large commercial accounts. He may also assist in Gas Servicemen's train-

ing programs. Industrial equipment is considered to consist of equipment normally associated with production of articles for commerce such as glass and metal melting, annealing, heat treating, enameling, dehydration, distilling, cutting, welding, and forging, and food preparation in other than retail establishments.

[In areas where Company provides inspection of customer solar heating systems, upon successful completion of Company required training program, performs the following:

Inspection of solar heating systems, control circuitry analysis, component checks, system diagnosis, minor adjustments and recommendations to customers on various solar heating equipment, associated clerical work, and accurate detailing of conditions of installed equipment and the extent of work involved in the service.]

GAS MEASUREMENT AND CONTROL

The gas measurement business has, in recent years, seen a change in measurement equipment; most noticeably with the advent of electronic instrumentation. To accommodate these changes and to better structure the training which has been necessitated, the Company proposes to revise the Gas Measurement and Control line of progression to include the follow:

Revise the Field Meterman job definition.

Eliminate through attrition the classifications of Orifice Meterman, Gas Measurement and Control Mechanic, and Apprentice Gas Measurement and Control Mechanic.

Establish the classifications of Gas Measurement and Regulation Mechanic, Apprentice Gas Measurement and Regulation Mechanic, and Apprentice Gas Control Technician.

The Company is prepared to discuss the details of these proposed changes and the associated apprenticeships and training programs.

2090(2097) INSTRUMENT REPAIRMAN (Trv.)

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

1036 METEOROLOGICAL INSTRUMENTMAN

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

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

Next Lower Classification

1037 Asst. Meteorological Instrumentman

2069 Water System Repairman (Helms)

2070 Water System Repairman

2073 Utility Water System Repairman

Same or Higher Classification

1036 Meteorological Instrumentman

2070 WATER SYSTEMS REPAIRMAN

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

0740 ELECTRIC CREW FOREMAN

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

0990 INSPECTOR

[An employee engaged in making various investigations and inspections such as checking pole lines with respect to General Order 95 and necessary maintenance, inspecting tower footings, checking tree and weed conditions, routing tree trimming and weed control crews, inspecting new construction and reconstruction work on overhead or underground lines, checking Company property conditions in the vicinity of street work, inquiring into accidents

resulting in interruptions of service, contacting customers regarding service.] **An employee who patrols and inspects overhead and underground transmission, distribution and telecommunication lines. Does routine maintenance and repair work. May route tree trimming and weed control crews, inspect new construction and reconstruction work, be required to climb, check Company property conditions in the vicinity of third party construction, inquire into accidents resulting in interruptions of service, and contact customers regarding service or Company operations which will affect their service.**

2540 TROUBLEMAN

An employee who has the craft qualifications of **and two years experience as a Lineman** and performs alone any work **that does not exceed his ability or the available tools and equipment**, in connection with providing, [and] maintaining **and restoring** service to the public, either overhead or underground, such as installing services and all types of meters, replacing line and equipment fuses, patrolling, **repairing conductors**, switching, restoring service on "no light" and "no power" calls, servicing and repairing customers' equipment, operating unattended substations, **adjusting or changing settings on automatic line equipment, such as Regulators, Reclosers, or Capacitors**, handling routine gas [and water] maintenance, operation and complaints; may be required to collect deposits and bills. In trouble and emergency work involving immediate hazard to life or property, may be required to work [alone] **on** circuits of over 600 volts [in the clear].

0458 FIELD CLERK—ELECTRIC T&D

An employee who is normally assigned to an Electric Construction Supervisor to perform field clerical duties for various crews: When not so assigned, will be assigned to drive a truck, maneuver it at the job, as required in connection with the construction, maintenance and operation of electrical overhead and underground facilities, operates all associated mechanical equipment on the truck and acts as a Field Clerk, performing assigned clerical work for the crew. Is responsible for keeping tools and materials in good order on the truck, assists with the ground work and may be required to drive [a Sno-Cat to haul employees and materials only.] **an all-terrain vehicle. May be required to install underground residential secondary services including splicing, termination and meter installation on systems energized at 600 volts or less. May be required to use a computer.** Must possess a Class I Driver's License.

0456 T&D DRIVER

An employee who drives a truck, maneuvers it at the job as required in connection with the construction, maintenance and operation of electrical overhead and underground facilities, operates all associated mechanical equipment on the truck and acts as a Field Clerk, performing assigned clerical work for the crew; is responsible for keeping tools and materials in good order on the truck; assists with the ground work and may be required to drive [a Sno-Cat to haul men and materials only.] **an all-terrain vehicle. May be required to install underground residential secondary services including splicing, termination and meter installation on systems energized at 600 volts or less.** Must possess Class I Driver's License.

0140 CABLEMAN (San Francisco Division)

An employee who has the qualifications of, **and two years experience as a Cable Splicer**, [is] **shall be thoroughly** familiar with the underground system and has the experience and ability to analyze cable and equipment troubles quickly and to restore services promptly by replacing fuses, switching, disconnecting defective cables or apparatus, making repairs, etc. He drives a truck as assigned. When not engaged in such work, he shall perform any type of Cable Splicer's work; shall be familiar with Company's standards, procedures and safety regulations.

1190 STREET LIGHT MAINTENANCEMAN

An employee who maintains street lights and electroliers, cleans and changes glassware, replaces lamps and defective parts **and brackets up to six feet in length**, and performs other miscellaneous work on street lights and street light circuits. May work on street light circuits normally energized above 600 volts when such circuits are properly cleared and grounded.

Notes on Lineman Definition:

It is the intent that the use of a light line crew as the basic work unit in the Overhead Section of the Electric Transmission and Distribution Department be continued[.], **however**, [While] one and two-man units with a Lineman as the highest classification will be utilized[.], it is not the intent of the Lineman definition to use other than a line crew on hot primary line construction and maintenance work. Further[.] It is not the intent to eliminate crews or accomplish [the above work or] any [other] line work which cannot practicably or safely be accomplished by a one or two-man unit by combining two or more such units.

One or two-man units will not be required to:

1. Set poles under the following conditions:

a. In primary which has not been

i) **cleared and grounded; or**

ii) **covered with protective equipment; or**

iii) **spread; or**

[b. Over 45 feet in length; or]

[c.] **b.** Under heavy or congested traffic conditions; or

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

[e. With transformers attached; or]

2. Perform any work on energized primary **that requires the physical assistance of an additional crew member** (taking voltage or current readings is not considered working on energized primary); or

3. Perform any substation switching; or

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

5. Perform wire stringing with special lift equipment, except where the two-man unit consists of [two] **at least one** journeymen, nor to perform such

See NEXT PAGE

PG&E COMPANY PROPOSALS

— CONTINUED

work above or below and parallel to energized primaries on the same pole line; or]

[6. Perform wire stringing over more than three spans without special lift equipment, nor to perform such work above or below and parallel to energized primaries on the same pole line; or]

[7. Install or remove transformers rated above 10 kva.]

Company proposes to revise the job title of Communication Technician to Telecommunication Technician and the job title of Apprentice Communication Technician to Apprentice Telecommunication Technician.

Company proposes to establish the following new job classifications:

2407 TELECOMMUNICATION CREW FOREMAN (XXXX TRV. TELECOMMUNICATION CREW FOREMAN)

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

Next Lower Classification

2390(XXXX) Telecommunication Technician (Trv.)

Same or Higher Classifications

0644 Technical Subforeman A (G.C.)

0645 Technical Subforeman B (G.C.)

Company further proposes to add the above classification to the lines of progression wherever Telecommunication Technicians are listed as "same or higher."

The following classification would be a beginning classification considered next lower to an Apprentice Telecommunication Technician.

2406 TELECOMMUNICATION INSTALLER

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

Beginner's Classification.

The following classification is to be headquartered in the General Office, Diablo Canyon, and the Fairfield Computer Center. This would be a beginning classification considered next lower to an Apprentice Telecommunications Technician.

2410 TELECOMMUNICATIONS OPERATIONS ANALYST

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

Beginner's classification.

Attached is a copy of the amended job definitions and line of progression to reflect the proposed revisions and additions.

ELECTRIC MAINTENANCE DEPARTMENT **Includes Hydro Maintenance**

0750 ELECTRIC MAINTENANCE CREW FOREMAN

An employee who is a working foreman in charge of a crew engaged in hydro plant and/or substation maintenance and construction. May be required to drive a truck. He shall have the personal qualifications of leadership and supervisory ability, the craft qualifications of either an Electrician or Electrical Machinist as may be appropriate and be familiar with Company's inspection and safety standards, accounting procedures, and other applicable rules and procedures.

Next Lower Classifications

0459 Electrician—Helms

0467(0484) Electrician—Elec. Mtce. & (Un.)

0469(0486) Electrician—Materials & (Un.)

1139 Elec. Machinist—Helms

1140 (1143) Elec. Machinist & (Un.)

Same or Higher Classifications

0644 Technical Subforeman A (G.C.)

0645 Technical Subforeman B (G.C.)

0650 Subforeman A (G.C. Station)

0653 Subforeman B (G.C. Station)

0710 Elec. Shop Subforeman

0750 Elec. Maintenance Crew Foreman

0850 Working Foreman A (G.C. Station)

0853 Workman Foreman B (G.C. Station)

2407 TELECOMMUNICATION CREW FOREMAN

An employee who is a working foreman in charge of a crew engaged in telecommunications maintenance and/or installation without direct telecommunications supervision. The employee shall have the personal qualifications of

leadership and supervisory ability, the craft qualifications of a Telecommunication Technician, and be familiar with Company safety standards, accounting procedures, and other applicable rules and procedures.

Next Lower Classification

2390(XXXX) Telecommunication Technician (Trv.)

Same or Higher Classifications

0644 Technical Subforeman A (G.C.)

0645 Technical Subforeman B (G.C.)

Wage Rate

The rate will be 5% greater than the Telecommunication Technician at that headquarters.

2390 TELECOMMUNICATION TECHNICIAN (XXXX TRV. TELECOMMUNICATION CREW FOREMAN)

An employee who, without direct supervision, is permanently assigned to and regularly performs installation, field testing and maintenance of intercommunication systems, telephone switchboards and other terminal equipment, supervisory, power and telephone line carriers, microwave, radio, remote signal and remote control equipment, load frequency control, and telemetering equipment. In addition, he may be required to investigate, correct, or make recommendations for the correction of radio and television interference complaints. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency, and he must have a Radiotelephone Operator's License or a Company-approved certification. His assignments may include duties normally performed by an Electrical Technician.

Next Lower Classification

2391 Appr. Telecommunication Technician [Appr. Com. Tech.]

Same or Higher Classifications

0644 Technical Subforeman A (G.C.)

0645 Technical Subforeman B (G.C.)

0750 Elec. Maintenance Crew Foreman

2389 Communication Technician—Helms

2390(2393) Telecommunication Technician & (Un.) (XXXX Trv.) [Com. Tech. & (Un.)]

2407(XXXX) Telecommunication Crew Foreman (Trv.)

2389 TELECOMMUNICATION TECHNICIAN (Helms)

A resident employee who, without direct supervision, is permanently assigned to and regularly performs installation, field testing and maintenance of intercommunications systems, telephone switchboards and other terminal equipment, supervisory, power and telephone line carriers, microwave, radio, remote signal and remote control equipment, load frequency control and telemetering equipment. In addition, he may be required to investigate, correct or make recommendations for the correction of radio and television interference complaints. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency, and he must have a Radiotelephone Operator's License or a Company-approved certification. His assignments may include duties normally performed by an Electrical Technician.

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

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

Next Lower Classification

2391 Apprentice Telecommunication Technician [Appr. Com. Tech.]

Same or Higher Classifications

0644 Technical Subforeman A

0645 Technical Subforeman B

0750 Elec. Maintenance Crew Foreman

2389 Communication Technician—Helms

2390(2393) Telecommunication Technician & (Un.) (XXXX Trv.) [Com. Tech. & (Un.)]

2407(XXXX) Telecommunication Crew Foreman (Trv.)

2391 APPRENTICE TELECOMMUNICATION TECHNICIAN An employee engaged in performing Telecommunications Technician's work as an assistant to, or under the general direction of a Technician. In order to gain experience for advancement to Telecommunications Technician, he may work alone or under indirect supervision on jobs for which he has been trained and instructed. The employee's educational and general qualifications must be such that he is considered capable of attaining Technician status and he must have a Radiotelephone Operator's License or a Company-approved certification.

Next Lower Classifications

***0481 Appr. Electrician—Elec. Mtce.**

***0482 Appr. Electrician—Steam**

***0483 Appr. Electrician—Materials**

2406 Telecommunication Installer

Same or Higher Classifications

0459 Electrician (Helms)

0467(0484) Electrician—Elec. Mtce. & (Un.)

0468(0485) Electrician—Steam & (Un.)

0469(0486) Electrician—Materials & (Un.)

0472(0489) Electrician & (Un.)—DCPP

0477(0476) Trv. Electrician & (Un.)

0479(0491) Trv. Elec. & (Un.)—DCPP
 0750 Elec. Maintenance Crew Foreman
****2391 Appr. Telecommunication Technician** [Appr. Com. Tech.]
 2400(2403) Electrical Tech. & (Un.)
 2401 Appr. Electrical Technician
 2402 Electrical Technician (Helms)

*Must be at 2 yr. step or above.

****Must hold FCC license or Company approved Certification.**

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

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

2410 TELECOMMUNICATIONS OPERATIONS ANALYST (General Office, Diablo Canyon, Fairfield, Computer Center)

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

Beginner's classification.

2406 TELECOMMUNICATION INSTALLER

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

Beginner's Classification.

2400 ELECTRICAL TECHNICIAN

An employee who, without direct supervision, is permanently assigned to and regularly performs installation, field testing, and maintenance of protective relay equipment, relay carriers, supervisory equipment, station apparatus, instruments, remote and local control devices and associated wiring. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency. His assignments may include duties normally performed by a Telecommunication Technician.

Next Lower Classification

2401 Apprentice Electrical Technician

Same or Higher Classifications

0644 Technical Subforeman A
 0645 Technical Subforeman B
 0750 Elec. Maintenance Crew Foreman
 2400(2403) Electrical Tech. & (Un.)
 2402 Electrical Technician (Helms)

2402 ELECTRICAL TECHNICIAN (Helms)

A resident employee who, without direct supervision, is permanently assigned to and regularly performs installation, field testing, and maintenance of protective relay equipment, relay carriers, supervisory equipment, station apparatus, instruments, remote and local control devices and associated wiring. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency. His assignments may include duties normally performed by a Telecommunications Technician.

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

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

Next Lower Classification

2401 Apprentice Electrical Technician

Same or Higher Classifications

0644 Technical Subforeman A
 0645 Technical Subforeman B
 0750 Elec. Maintenance Crew Foreman
 2380(2381) Control Technician & (Un.) (DCPP)
 2382(2399) Trv. Control Tech. & (Un.) (DCPP)
 2385 Shift Control Technician (DCPP)
 2396(2394) Trv. Control Tech. & (Un.)
 2397(2383) Control Technician & (Un.)
 2400(2403) Electrical Tech. & (Un.)
 2402 Electrical Technician—Helms
 2418 Instrument Technician (G.C.)

2401 APPRENTICE ELECTRICAL TECHNICIAN

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

Next Lower Classifications

*0481 Appr. Electrician—Elec. Mtce.
 *0482 Appr. Electrician—Steam
 *0483 Appr. Electrician—Materials

Same or Higher Classifications

0459 Electrician—Helms
 0467(0484) Electrician—Elec. Mtce. & (Un.)
 0468(0485) Electrician—Steam & (Un.)
 0469(0486) Electrician—Materials & (Un.)
 0472(0489) Electrician—D.C. & (Un.)
 0477(0476) Trv. Elec. & (Un.)—Steam
 0479(0491) Trv. Elec.—D.C. & (Un.)
 0750 Elec. Maintenance Crew Foreman
 2389 Communication Technician—Helms
 2390(2393) **Telecommunication Technician & (Un.) (XXXX Trv.)** [Com. Tech. & (Un.)]
 2391 **Appr. Telecommunication Technician** [Appr. Com. Tech.]
 2401 Appr. Electrician Technician
2407(XXXX) Telecommunication Crew Foreman (Trv.)

*At 2 yr. step or above.

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

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

0467 ELECTRICIAN

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

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

Next Lower Classification

0481 Apprentice Electrician

Same or Higher Classifications

0459 Electrician—Helms
 0466 Electrician—(G.C.) (Service Center)
 0467(0484) Electrician—Elec. Mtce. & (Un.)
 0469(0486) Electrician—Materials & (Un.)
 0474 Electrician—(G.C.)
 0644 Technical Subforeman A—(G.C.)
 0645 Technical Subforeman B—(G.C.)
 0650 Subforeman A—(G.C. Station)
 0653 Subforeman B—(G.C. Station)
 0750 Elec. Maintenance Crew Foreman
 0850 Working Foreman A—(G.C. Station)
 0853 Working Foreman B
 *2389 Telecommunication Technician—Helms
 2390(2393) **Telecommunication Tech. & (Un.) (XXXX Trv.)** [Com. Tech. & (Un.)]
 *2391 **Appr. Telecommunication Tech.** [Appr. Com. Tech.]
 2400(2403) Electrical Tech. & (Un.)
 *2401 Appr. Electrical Technician
 2403 Electrical Technician—Helms
***2407(XXXX) Telecommunication Crew Foreman (Trv.)**

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

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

0481 APPRENTICE ELECTRICIAN

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

Next Lower Classifications

0922 Helper—Helms
 0923 Helper—Materials (Elec. Mtce.)

See NEXT PAGE

PG&E COMPANY PROPOSALS

— CONTINUED

0925 Helper—Elec. Mtce.
2406 Telecommunication Installer
 2140 Transformer Repairman

Same or Higher Classifications

*0468(0485) Electrician—Steam & (Un.)
 *0472(0489) Electrician—D.C. & (Un.)
 *0477(0476) Trv. Electrician—Steam & (Un.)
 *0479(0491) Trv. Elec.—D.C. & (Un.)
 0481 Appr. Electrician—Elec. Mtce.
 0482 Appr. Electrician—Steam
 0483 Appr. Electrician—Materials
 0624 Labor Foreman
 1139 Electrical Machinist—Helms
 1140(1143) Electrical Machinist & (Un.)
 2160 Rigger—Electrical Maintenance
 2391 **Appr. Telecommunication Tech.** [Appr. Com. Tech.]
 2401 Appr. Electrical Technician
 2620(2633) Welder—Elec. Mtce. & (Un.)

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

1139 ELECTRICAL MACHINIST (Helms)

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

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

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

Next Lower Classification

1141 Apprentice Electrical Machinist

Same or Higher Classifications

0750 Elec. Maintenance Crew Foreman
 1139 Electrical Machinist—Helms
 1140(1143) Electrical Machinist & (Un.)
 2389 Communication Technician—Helms
 2390(2393) **Telecommunication Technician & (Un.) (XXXX Trv.)** [Com. Tech. & (Un.)]
 2400(2403) Electrical Technician & (Un.)
 2402 Electrical Technician—Helms
2407(XXXX) Telecommunication Crew Foreman (Trv.)

1140 ELECTRICAL MACHINIST

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

Next Lower Classification

1141 Apprentice Electrical Machinist

Same or Higher Classifications

0750 Elec. Maintenance Crew Foreman
 1139 Electrical Machinist—Helms
 1140(1143) Electrical Machinist & (Un.)
 2389 Communication Technician—Helms
 2390(2393) **Telecommunication Technician & (Un.) (XXXX Trv.)** [Com. Tech. & (Un.)]
 2400(2403) Electrical Tech. & (Un.)
 2402 Electrical Technician—Helms
2407(XXXX) Telecommunication Crew Foreman (Trv.)

1141 APPRENTICE ELECTRICAL MACHINIST

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

Next Lower Classifications

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

Same or Higher Classifications

0459 Electrician—Helms
 0467(0484) Electrician—Elec. Mtce. & (Un.)
 0468(0485) Electrician—Steam & (Un.)
 0469(0486) Electrician—Mats. & (Un.)
 0472(0489) Electrician—DCPP & (Un.)
 0477(0476) Trv. Electrician & (Un.)

0479(0491) Trv. Elec.—DCPP & (Un.)

0624 Labor Foreman
 1141 Appr. Electrical Machinist
 2160 Rigger

2389 Communication Technician—Helms

2390(2393) **Telecommunication Technician & (Un.) (XXXX Trv.)** [Com. Tech. & (Un.)]

2391 **Appr. Telecommunication Technician**

2400(2403) Electrical Tech. & (Un.)

2401 Appr. Electrical Technician

2402 Electrical Technician—Helms

2620 Welder

2620 WELDER

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

Next Lower Classification

2630 Apprentice Welder

Same or Higher Classifications

0459 Electrician—Helms
 0467(0484) Electrician—Elec. Mtce. & (Un.)
 0750 Elec. Maintenance Crew Foreman
 1139 Electrical Machinist—Helms
 1140(1143) Electrical Machinist & (Un.)
 2389 Communication Technician—Helms
 2390(2393) **Telecommunication Technician & (Un.) (XXXX Trv.)** [Com. Tech. & (Un.)]
 2391 **Appr. Telecommunication Technician** [Appr. Com. Tech.]
 2400(2403) Electrical Tech. & (Un.)
 2401 Appr. Electrical Technician
 2402 Electrical Technician—Helms
2407(XXXX) Telecommunication Crew Foreman (Trv.)

2617 Welder (G.C.)

2619 Lead Welder (G.C.) Service Center

2620 Welder

2622 AWS Certified Welder—G.C.

2625 Arc Welder—G.C.

2626(2623) Certified Welder & (Un.)

2627 Oxy-Acetylene Welder (G.C.)

2631(2632) Certified Welder—DCPP & (Un.)

2634(2635) Trv. Certified Welder—DCPP & (Un.)

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

2630 APPRENTICE WELDER

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

Next Lower Classifications

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

Same or Higher Classifications

0459 Electrician—Helms
 0467(0484) Electrician—Elec. Mtce. & (Un.)
 0624 Labor Foreman
 0750 Elec. Maintenance Crew Foreman
 1139 Electrical Machinist—Helms
 1140(1143) Electrical Machinist & (Un.)
 2160 Rigger
 2389 Communication Technician—Helms
 2390(2393) **Telecommunication Technician & (Un.) (XXXX Trv.)** [Com. Tech. & (Un.)]
 2391 **Appr. Telecommunication Technician** [Appr. Com. Tech.]
 2400(2403) Electrical Tech. & (Un.)
 2401 Appr. Electrical Technician
 2402 Electrical Technician—Helms
2407(XXXX) Telecommunication Crew Foreman (Trv.)
 2630 Apprentice Welder

SUPPLEMENTS

Amend Supplement to Physical Agreement — CRITICAL CLASSIFICATIONS, as follows:

2. In order to bring the complement at the affected headquarters to the desired level, Company will initially seek volunteers system-wide for assignment to such critical classifications through the postbid procedure. Employees voluntarily transferring to the critical classifications shall be designated critical and be subject to the conditions outlined below. If sufficient employees are obtained in this manner to alleviate the critical situation, no further action will be taken. If, however, a sufficient number of employees are not obtained for critical status, Company shall designate [all apprentices appointed after the date critical status was applied at that headquarters as "critical apprentices."]
the apprenticeship leading to such journeyman classifications, the journeyman classification, and classifications above the designated journeyman classifications after the date critical status was applied at the headquarters as "critical."

LABOR AGREEMENT CLARIFICATION "HOURS" TITLES 202, 205, AND 208

Amend Labor Agreement Clarification - Title 202 - Hours, as follows: Section I. B

7. At Union's request, Company will state the reasons for adopting any of the foregoing shift or service schedules. Individual, plant or department schedules for shift or service employees which do not meet the criteria listed in paragraphs 1 through [4] 6 above may be established under the provisions of paragraph I.A.4 of this clarification, but must be agreed upon between Company and Union before being placed in effect.

Section II.F (paragraphs 4 and 5)

[Furthermore, any such assignment shall be prearranged in increments of weekly duration and the extent of total duration shall be given at the time of notice of transfer (IR Letter 1/29/70).]

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

Amend Titles 202, 205, and 208 - Utilization of Relief Shift Employees, as follows: Section C.4.

a. **A qualified employee on the watch may be upgraded to provide the required relief. In such a case, an upgraded employee may only be relieved by upgrading of a qualified employee within the watch.**

[a] b.

(3) he has made other arrangements with his supervisor in advance (**this will be limited to four separate arrangements per calendar year**).

[b. Whenever a Relief shift employee in the same or higher classification is not "available" as defined above and the vacancy is not caused by vacation or a 21st watch, a qualified employee on the watch may be upgraded to provide the required relief. In such a case, an upgraded employee may only be relieved by upgrading of a qualified employee within the watch.]

*c. [(2)] 3

[(3)] 2

Company proposes: New Training and Qualifying Program for Backhoe Operator by Letter of Agreement.

Company proposes to cancel the following letters of agreement:

Letter of Agreement signed 7/12/71, which provides for physical employees in the Warehouse and Building Maintenance Sections of the General Office Building Department and those same functions in San Francisco Division as being within the same Division in the application of Titles 205 and 206.

Letter of Agreement signed 12/9/71, which provides for physical employees in the Garage Section of the General Office Building Department and the Garage Department — San Francisco Division be considered as being within San Francisco Division in the application of Title 205.

Letter of Agreement signed 8/31/72, which provides for clerical employees in the General Office Building Department as being within San Francisco Division General Services Department in the application of Titles 18 and 19.

BENEFIT AGREEMENT

PART II—GROUP LIFE INSURANCE

2.06 AMOUNT OF COVERAGE AND COST—Last Paragraph

Regardless of the amount of coverage elected, a Participant may not have that coverage decreased. However, a Participant who makes such an election will have an opportunity once each calendar year by submitting the appropriate form to the employer, to increase the amount of insurance coverage to any higher amount permitted by the provisions of this Section until full normal insurance coverage is attained by the Participant. **If a Participant is not actively at work at the time the increase in amount of coverage is scheduled to become effective the increase in life insurance will become effective on the day the Participant returns to work.** A Participant who has elected less than full coverage and who does not increase coverage for five consecutive years and who subsequently wishes to increase the coverage will be required to undergo and successfully pass a physical examination, at the Participant's expense.

LONG-TERM DISABILITY PLAN

2.14 QUALIFICATION FOR BENEFIT PAYMENT

B. An ill or injured Participant may apply for Long-Term Disability benefits by submitting to the Administrator a written request for such consideration, together with medical evidence of disability. **The request must be submitted no**

later than 30 days from receipt of notification that the employee is eligible to apply. Failure to file an application within this time limit shall be deemed to be an election by the employee that he is not eligible to receive benefits under Part B of this Plan. [The Administrator shall notify a] A Participant who applies for early retirement because of illness or injury **shall be notified** that such Participant may be qualified for Long-Term Disability benefits.

C. Notwithstanding any language to the contrary in Part B of this Plan, a Participant who is [receiving Long-Term Disability benefits] **disabled** and who, within 180 calendar days of his return to active employment with an employer, is again disabled as a result of re-injury or further aggravation of the previous condition which caused the Long-Term Disability status, shall be classified as an employee with a continuing disability rather than a new disability.

2.15 LONG-TERM DISABILITY BENEFIT EXCLUSIONS

D. **Use of a controlled substance as defined under State or Federal Law and in violation of the Company's published drug prevention policy (Company Standard Practice 735.6-1).**

2.16 AMOUNT OF LONG-TERM DISABILITY PAYMENTS

A. 1. Except as provided in paragraph 2. or 3. below, one-half of the Participant's primary social security disability insurance benefit (**including back-pay awards**) if the Participant is qualified for such benefit. It will be assumed that a Participant qualifies for such social security disability insurance benefit until and unless the Participant's claim is specifically rejected. The Administrator will assist Participant in filing claims and social security disability benefits and appealing adverse decisions for such benefits.

C. Temporary Workers' Compensation benefits and supplemental benefits for industrial injury any, for injuries occurring on or after July 1, 1977, any life pension (**or lump sum value thereof**) paid under the Workers' Compensation Act.

PART III—RETIREMENT PLAN

3.01 INTRODUCTION

It is proposed to use the ERISA "elapsed" time rules for determining Service under the Plan for **full-time employees** for covered employment after 1975.

3.03 SERVICE

B. **For full-time employees**, the elapsed time from the first day of employment with an Employer, (but not earlier than January 1, 1976) to the Participant's severance from Service Date, excluding any periods of break in Service and any Service cancelled by the operation of Sections 3.04 and 3.12, **and**

C. **Employees who are part-time employees at any time after January 1, 1988:**

(1) **Paragraphs A and B of this Section will apply to all Service prior to January 1, 1988,**

(2) **All Service after January 1, 1988, in which the employee is designated as a part-time or intermittent employee shall be counted in accordance with a table below for purpose of determining benefit accrual. Service other than part-time will be in accordance with paragraph (B) of this Section.**

Hours Worked Previous Year	Avg. Wkdays per week	Service
2080—1664	≥4	100%
1663—1248	≥3	75%
1247—832	≥2	50%
831—416	≥1	25%
415 or less	<1	0

3.06 BASIC BENEFIT PENSION FORMULA

A—Unchanged. Pension Band unchanged.

[1. ADDITIONAL RETIREMENT INCOME

Each Participant shall upon retirement, in addition to the monthly pension benefit provided for in Subsection 3.06A above, be entitled to additional monthly pension income, as computed below, for temporary upgrades, traveling adjustments, shift premiums, Sunday premiums, and nuclear premiums. This provision does not apply to period 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) which will result in an average premium per week. The average premium per week will then be multiplied by the current factor which will result in a monthly benefit per year of Service amount. The factor referred to is computed on the effective date of any Plan agreement by dividing applicable first year Monthly Benefit per year of Service amount by the maximum Basic Weekly Pay applied to a Participant which retires in any years of the Contract term, the factor would be .05802 (\$36.55 - \$629.99). The monthly benefit per year of Service amount will then be multiplied by the Participant's Credited years of Service which will result in the Additional Monthly Retirement Income. (Amended 1/1/84.)

Example (Added 1/1/84)

Temporary Straight Time Upgrades	\$ 600.00
Traveling Adjustments	\$ 0
Shift Premiums	\$3,077.76
Sunday Premiums	\$ 878.40
Nuclear Premiums	\$ 0
1. Total	\$4,556.16
2. Weeks in Three Years —	156
3. Average Premium Per Week =	\$ 29.21
4. Current Factor x	.05802
5. Monthly Benefit Per Year of Service =	\$ 1.69
6. Participants Credited Years of Service (Assume 30) x	30

See NEXT PAGE

PG&E COMPANY PROPOSALS

— CONTINUED

7. Additional Monthly Retirement Income = \$ 50.70]

12. PART-TIME EMPLOYEES

The monthly Pension of a Participant whose entire Service has been spent as a Part-time Employee or Intermittent Employee shall be computed as follows: On Actual Retirement Date, the Participant's Basic Weekly Pay, on the Plan's most recent effective date, for Participant's current classification. The annual average of hours paid to Participant over the three-year period immediately preceding Participant's Actual Retirement Date shall be determined and then divided by 2,080 (the number of work hours in a year) in order to determine the proportion of full-time hours worked. The resulting proportion shall be multiplied by the Participant's total Service, and the resulting reduced amount of Service shall be multiplied by the Participant's Pension Band amount.]

[3. The monthly Pension of a Participant who, on Actual Retirement Date, is a Part-time Employee or an Intermittent Employee, and who also has Service as a full-time Employee, or who, immediately preceding Actual Retirement Date, has been a full-time Employee for less than three years and who also has Service as a Part-time Employee or Intermittent Employee shall be the greater of the benefit computed as in Subsection 3.06A 2. above, or by using a combination of Participant's Service as a full-time Employee multiplied by the Pension Band amount in effect for Participant's classification on the last day worked as a full-time Employee plus Participant's part-time or intermittent Service as computed in Subsection 3.06A 2. above.]

[4. The monthly Pension benefit of a Participant which is a full-time Employee during at least the three-year period immediately preceding Actual Retirement Date shall be computed as though all Service has been earned at full-time status.]

B. Unchanged.

C. [Applicable only to Participants whose Service began on or before December 31, 1976, and ends on or before December 1, 1987 — fifty percent of the Participant's Highest Monthly Average Covered Compensation during any period of 60 consecutive months, minus an amount equal to one-half of the Primary Social Security Benefit, provided the Participant has 30 Years of Service. (Such computation does not in any way affect the amount of Social Security Benefits to be paid.) The 50 percent shall be increased by 1/24th of one percent for 1/12th of one percent for each month of Service less than 30 years. (Amended 1/1/84.)] **A monthly amount equal to 1 percent of the average of the final 36 months of the Participant's Covered Compensation, multiplied by the number of whole and fractional years of Service preceding Normal Retirement Date.**

D. Unchanged.

SPECIAL PROVISION C

JOINT PENSION WITH NON-SPOUSE

Add chart similar to Joint Pension with Spouses found in Special Provision D.

SPECIAL PROVISION H

MAXIMUM PENSION

In addition to other limitations set forth in the **Plan** and notwithstanding any other provisions of the **Plan**, the accrued benefit, including the right to any optional benefit provided in the **Plan** under the provisions of Section 415 of the Internal Revenue Code of 1954 shall not increase to an amount in excess of the amount permitted under Section 415 of the Internal Revenue Code of 1954 as amended by the Tax Equity and Fiscal Responsibility Act of 1982 and as further amended by the Tax Reform Act of 1986. (Added 1/1/84.)

SPECIAL PROVISION K

Include text as negotiated.

PART IV

SAVINGS FUND PLAN

4.03 EMPLOYEE CONTRIBUTIONS

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

HEALTH, DENTAL AND VISION BENEFIT AGREEMENT

HEALTH, DENTAL AND VISION

Section 5. Payment of Premiums by Employer

(a) Dental

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide dental benefits for its regular **full-time** employees and their dependents. Effective January 1, 1984, the orthodontic benefits under the Plan will be 50 percent of covered orthodontic benefits to a maximum of \$1,000 per case.

The table below indicates the premium equivalents for Plan Year 1988 and are used for calculating the pro-rata cost for part-time employees. The premium equivalents for any following Plan Year shall be established in September of the preceding year on the basis of Delta estimates for the following year based on experience to that date and trends.

Employee only
Employee and one dependent
Employee and two or more dependents
(b) Vision Care

1988 Basic Monthly Premium Equivalents
(1988 Premium Equivalents to be computed in September 1987)

For the current term of this Agreement, the employer shall pay the total amount necessary to provide vision care benefits for its regular **full-time** employees and their dependents. [Company reserves the right upon prior notice to Union to convert its contract with the agreed-to carrier to an Administrative Services Only agreement at any time.]

The table below indicates the premium equivalents for Plan Year 1988 and are used for calculating the pro-rata cost for part-time employees. The premium equivalents for any following Plan Year shall be established in September of the preceding Year on the basis of Vision Service Plan estimates for the following year based on experience to that date and trends.

1988 Basic Monthly Premium Equivalents

Employee only
Employee and one dependent
Employee and two or more dependents

(1988 Premium Equivalents to be computed in September 1987)

(c) Health

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide health plan benefits for its regular **full-time** employees and their dependents as provided for in Exhibit C, the base plan, or an equal or lesser amount as is necessary to pay the premiums of an HMO Plan as such employee may elect, as described in Exhibits D, E, F, G, H, J, K, L, M, N, and O. The table below indicates the **part-time employee and HMO** premium equivalents for Plan Year 1988. The premium equivalents for any following plan year shall be established in September of the preceding year on the basis of Blue Cross estimates for the following year based on experience to that date and trends.

1988 Basic Monthly Premium Equivalents

Employee only
Employee and one dependent
Employee and two or more dependents

(1988 Premium Equivalents to be computed in September 1987)

(d) Part-time Employment

In accordance with the table below the Company shall only be obligated to pay a pro-rata share of the Dental, Vision Care, and Health Plan premiums for an employee designated part-time or intermittent in the prior calendar Year. A part-time or intermittent employee who requires a payroll deduction may opt to waive coverage upon completion of waiver form.

Hours Worked Previous Year	Avg. Wkdays per week	Employer paid
2080 — 1664	≥4	100%
1663 — 1248	≥3	75%
1247 — 832	≥2	50%
831 — 416	≥1	25%
415 or less	<1	0

Participants returning from Leave of Absence or a newly hired Participant who is designated as part-time before obtaining one Year of Service shall receive a pro-rata Employer contribution based upon the number of hours scheduled to be worked per week in accordance with the table above.

Section 6. Retirement of an Employee

(b) Prior to changing a plan for retired employees eligible for Federal Medicare then in effect, Company will meet and confer with Union and, unless agreed upon by Company and Union, the total benefits provided under Federal Medicare and its supplement and any plans provided by Company in effect on January 1, 1974, for such retired employees, shall not be reduced during the current term of this Agreement for employees retiring after December 31, 1974. [During such term, Company shall continue to pay the full plan premium for employees who retire after December 31, 1974 for the supplemental plan in effect on January 1, 1974, or its successor plans or, if the retired employee is a member of a designated Health Maintenance Organization plan instead of such supplemental plan, such premium shall be applied toward the premium of the appropriate designated HMO plan.] **An employee who retires after January 1, 1988 under the provisions of the Company's Retirement Plan at or beyond such employee's Normal Retirement Date shall be covered by the Plan in effect for active employees as provided for in Exhibit C. The table below indicates the amount the Company will contribute to the Health Plan or designated Health Maintenance Organization throughout the term of this Agreement.**

Company Contribution

Retiree Only
Retiree and one dependent
Retiree and two or more dependents

(Company contributions to be computed in September 1987)

(c) An employee who retires **after January 1, 1988** under the provisions of Company's Retirement Plan prior to such employee's normal Retirement Date shall, until his or her normal Retirement Date, [be considered as an active employee for the purpose of premium payment as provided in Subsection 5(c) of

this Agreement.) **be covered by the Plan in effect for active employees as provided for in Exhibit C. The table below indicates the dollar amount the Company will contribute to the Health Plan or designated Health Maintenance Organization throughout the term of this Agreement.**

Retiree Only
Retiree and one dependent
Retiree and two or more dependents

Company Contributions
(Company contributions
to be computed in
September 1987)

Section 7. Health Maintenance Organizations

(a) Company and Union shall continue to discuss the addition and designation of HMO Plans as they become available, as alternatives to the Health Plans provided for in Exhibit C. To qualify for consideration as a designated alternative, an HMO Plan must meet and maintain the requirements established by the Secretary of Health, Education and Welfare as presently provided in the Health Maintenance Organization Act of 1973, **or the California Knox-Keene Act**, or as such Acts may be amended during the term of this Agreement. By agreement prior to the first day of October of any year, additional qualified HMOs may be included in this Agreement, to become effective on the first day of the following calendar year. (Amended 1/1/81.)

Section 11. Continuation Coverage

In accordance with the Consolidated Omnibus Reconciliation Act (COBRA) of 1986, effective January 1, 1988, the Company will offer the COBRA Continuation Program to employees, retirees and eligible dependents who would otherwise lose coverage under the Company's Health Plan, HMOs, Dental Plan and Vision Plan. It is the Company's intention to meet the requirements of the COBRA law as they are defined by the rules and regulations published from time to time.

Section 12. Exhibits

The following Exhibits are attached hereto and made a part hereof:

Exhibit A—Dental Plan [(California Dental Service)] **(Delta Dental)**

Exhibit B—Vision Care Plan (VSP of Sacramento)

Exhibit C—Medical Service Plan (Blue Cross of California)

Exhibit D—**Medical Service Plan for Employees Retired Prior to January 1, 1988 (Blue Cross of California)**

Exhibit E—Kaiser Foundation Health Plan

Exhibit F—Foundation Health Plan (of Sacramento)

Exhibit G—[Rockridge Health Care plan (of Oakland)] **Maxicare** [(Continued for Present Members Only)]

Exhibit H—Health Plan of the Redwoods (of Santa Rosa)

Exhibit J—Bay Pacific Health Plan, Inc. (of San Mateo & San Francisco)

Exhibit K—Lifeguard (of San Jose)

Exhibit L—Heals Plan (for East Bay Division)

Exhibit M—Health Net (for Bakersfield area)

Exhibit N—**Health Plan of America**

Exhibit O—TakeCare
Exhibit P—ValueCare

Section 13. Notice—Amendments—Termination

Section 14. Term

(a) This Health, Dental and Vision Benefit Agreement, having taken effect on January 1, 1975, and been amended January 1, 1977, January 1, 1979, January 1, 1981, January 1, 1983, [and] January 1, 1984, **and January 1, 1988**, shall continue in effect until January 1, 1994[.], **and shall continue thereafter for terms of one year each unless written notice of termination is given by either Union or Company to the other 90 days prior to the end of the then current term.** [Provided, however, that either party to this Agreement may reopen this Agreement to propose amendments therein. Notice to reopen this Agreement must be provided in writing to the other party by July 1, 1993 and negotiations thereon, to be effective as determined by the parties, shall be completed and agreed thereto by September 1, 1985.] (Amended 1/1/84)

EXHIBIT C. MEDICAL SERVICE PLAN

The Company intends to implement a comprehensive Medical Plan for all active employees, employees on Long-Term Disability and employees who retire on or after January 1, 1988, in accordance with the provisions below.

Employee Annual Deductible	\$150 per person \$450 per family
Company Co-insurance	70%
Co-insurance with Preferred Provider Option	85% (see below)
Annual Out-of-Pocket Maximum for Employee	\$750 per person: \$1,500 per family

In addition, in order to provide an incentive for employees to seek less costly alternatives to hospitalization, the plan will include the following special features:

Pre-admission testing (when performed within 24 hours of admission)	100%
Hospice Care	100%
Home Health Care	100%

The deductible applies before any expenses are covered under the plan. Once the employee has incurred the maximum out-of-pocket expense, the plan will pay 100% for the balance of the calendar year.

Plan language will be provided to the Union at a later date.

EXHIBIT D. MEDICAL SERVICE PLAN FOR EMPLOYEES RETIRED PRIOR TO JANUARY 1, 1988

The Company intends to continue the present Basic/Major medical plan for employees who retired prior to January 1, 1988. Plan language will be furnished to the Union at a later date.

Be cool . . . Stay cool . . . show off your Union

IBEW Local 1245 lightweight insignia jackets, and mesh-back hats are now available. Snappy black nylon, wind-breaker-style jackets come with red, blue, white and gold, or bright yellow Local Union emblems. Adjustable-size hats have vivid, full-color emblems.

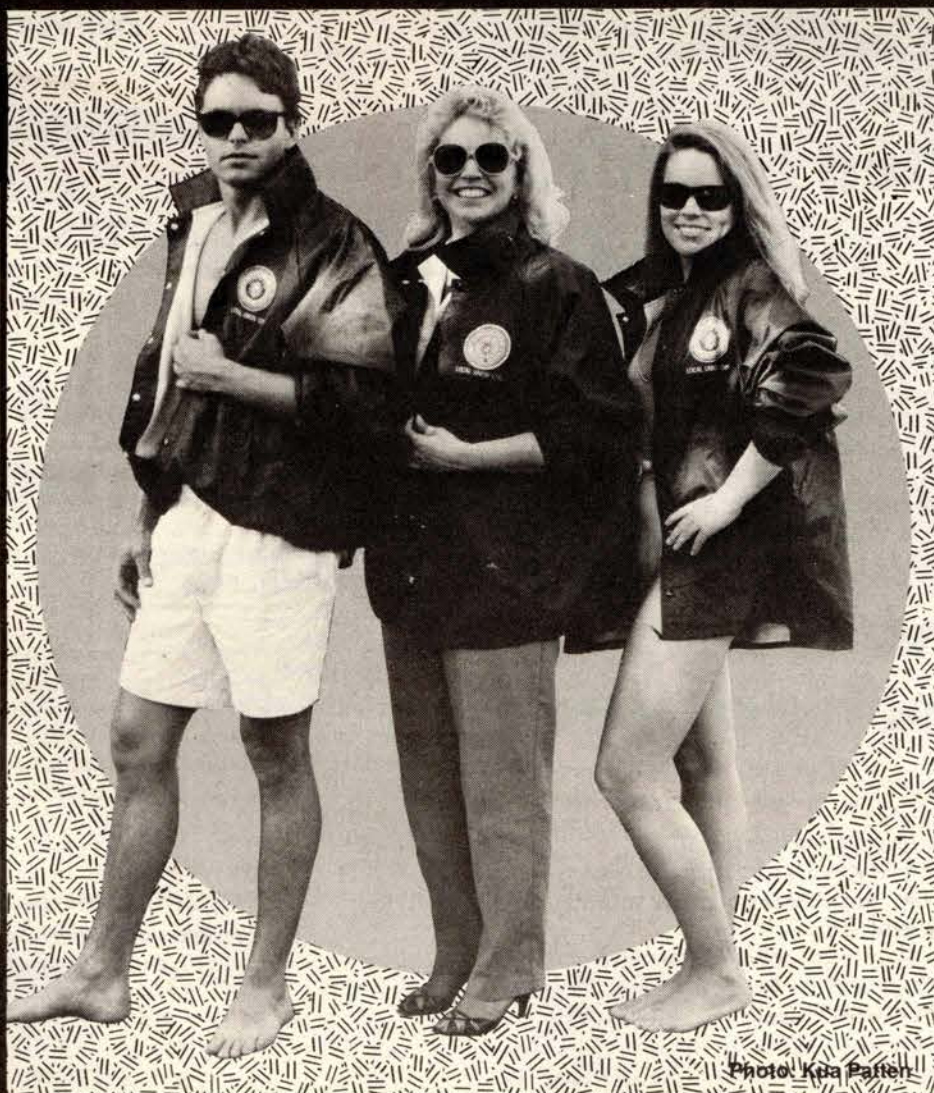


Photo: Koa Patten

To order: Clip and fill out the handy order form, and mail it with a check payable to IBEW Local 1245, to the Local's merchandise sales coordinator: Office Manager, Laramie Dorcy, IBEW Local 1245, P.O. Box 4790, Walnut Creek, CA, 94596. All merchandise sold at cost; prices include tax and shipping.

Qty.	Item	Cost
	Jacket, yellow emblem, snap front, light-weight lining. X-Lg only ____	\$21.00
	Jacket, full-color emblem, snap front, light-weight lining. Choose size: Small ____ Med ____ Lg ____ X-Lg ____ XX-Lg ____	25.00 27.00
	Black Hat, full-color emblem	4.50
	Lineman, goldtone pin, tie-tack back	3.00
	Large 8" plastic, full-color, adhesive-back Local Union emblem decal	.50

Please include your mailing information:

Name _____

Address _____

City _____

State _____ Zip _____

East Bay Shop Stewards attend training session

Shop Stewards at a recent East Bay Shop Stewards meeting discussed Weingarten rights, Local Investigating Committee processes, and participated in mock grievance handling. The session was coordinated by Business Representatives Art Murray, Frank Saxsenmeier, Sam Tamimi and Corb Wheeler. Assistant Business Manager Manny Mederos met with the Stewards in the morning where he outlined General Bargaining activity.

Stewards participating in the Saturday program include: Robert Daniels, James Dorman, Rick Jones, Diane Steer, D.J. Dito, Clifton Jackson, John Wimmer, Gene LeMasters, Connie Gibson, Chris Mangante, Y. T. Ball, Ed Custer, Rudy Green, Bryant Bolen, Walter Coltharp, Pat Colip, John Pirie, Darrell Stiving, George Adas, Michael Noard, Al Salinas, Ray Shepherd, Felix Wilkerson, Anna Maria Gomez, R. Bennett, Richard C. Boedeiz, Rodney Dyer, Jeff Van Hook, Jeff Howard, and Tanya Ferreria.



East Bay Shop Stewards attend training session.

Troubleman killed in Chico

PG&E Troubleman Floyd Kenneth Brown, 43, was killed when his trouble wagon blew a right front tire, went off the road, and struck two oak trees.

The accident occurred on June 24, at about 11:45 a.m., as he was heading north on Midway in Chico.

Brown was pinned in the cab of the truck, and was pronounced dead at the accident site.

IN MEMORIAM Floyd Kenneth Brown

January 17, 1944

June 24, 1987

Regional Stewards' conferences scheduled

From PAGE ONE

will include:

- Background and concepts of job evaluation.
 - Development of the adopted system.
 - How the system works.
- Other areas to be reviewed will include:
- Questionnaire completion process.
 - Benchmark and non-bench-

mark duty statements.

- How to identify duties.
- How to determine order of importance.

Regional conferences are set for August 8 in Walnut Creek, August 15 in Sacramento, August 22 for General Office in Emeryville, August 29 in Salinas, September 12 in Fresno and September 19 in Santa Rosa.



Assistant Business Manager Manny Mederos discusses bargaining activity.



Shop Stewards . . .

IBEW LOCAL 1245 GOLF TOURNAMENT

FINAL DEADLINE: AUGUST 31

DON'T MISS OUT! GET YOUR NAME AND MONEY IN NOW!

FEE: \$28 — NO REFUNDS

September 19, 1987

SAN RAMON NATIONAL GOLF AND COUNTRY CLUB



—Carts not included with the \$28 fee—
—If you wish a cart or are a guest, check below—
(Foursomes are not necessary)

Please print clearly:

Cart Guest

1. Name _____ () ()
Address _____
Phone _____

2. Name _____ () ()
Address _____
Phone _____

3. Name _____ () ()
Address _____
Phone _____

4. Name _____ () ()
Address _____
Phone _____

Starting times will be mailed back to you.

Make checks payable to: LOCAL 1245 GOLF TOURNAMENT

Mail to: LOU ANZALDO/GOLF TOURNAMENT

35524 Cleremont Drive,

Newark, CA 94560

Phone: 415-793-0677

!!MUST BE RECEIVED BY AUGUST 31!!