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.

The Local Union had initially planned to meet with members before data was produced an extensive bulletin detailing procedures and distributed it to all affected clerical employees to help prepare them for the questionnaire completion process.

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.

Clerical evaluation

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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

Regional Stewards' conferences scheduled

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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.
DANGER

‘Wet’ poles conducting electricity

The Local Union, after being alerted by members at PG&E to Chemonic 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 Oakland 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 reviewed for 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 job site accidents. Previously Cal/OSHA employed about 600 in their offices.

The OSHA Regional Office address remains U.S. DOL-OSSHA, 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:

- Don Allendorf, U.S. DOL-OSHA, P.O. Box 101, Nogales, Arizona 85621; phone (602) 266-2216 covering 14 Counties.
- Mike Davis, U.S. DOL-OSHA, 6470 Orange Avenue, Suite 100, Santa Ana, CA 92701; phone (714) 548-7234 covering Orange County.
- Jim McElroy, U.S. DOL-OSHA, 100 N. Citrus Avenue, Suite 240, West Covina, CA 91791; phone (617) 462-1978 covering San Bernardino and Los Angeles County.
- 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

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 Perlier
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
Sylvestre Kelly
Anne Spencer
Marsha Barker
Kathy Tidadl

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

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,

By Jack McNally

IBEW 1245 Business Manager
TITLE 5. UNION ACTIVITY

5.5 ORIENTATION MEETING (PHYSICAL)
[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 packet 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

101.12 ADOPTION (PHYSICAL)

(a) Employees who are subpoenaed to appear as a witness in administrative, civil or criminal cases under the following conditions:
(b) Employees who are subpoenaed to appear as a witness in administrative, civil or criminal cases under the following conditions:
(c) Unchanged.

101.10 JURY DUTY (PHYSICAL)

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

(c) Unchanged.

101.11 WITNESSES (PHYSICAL)

(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 nevertheless involves an employee's presence as to matters arising out of and in the course of employment by Company.
(c) Unchanged.
(d) Unchanged.

101.12 ADOPTION (CLERICAL)

101.6 UNION LEAVE OF ABSENCE (PHYSICAL)

101.6 UNION LEAVE OF ABSENCE (CLERICAL)

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 shift (or one in 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)

101.7 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.

(2) Return to a classification and Headquarters which the employee vacated, or in a classification lower thereto in the line of progression at such headquarters.

(3) Unchanged.

101.9 FUNERAL LEAVE (PHYSICAL)

101.9 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 be in transit to and from the location of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed three (three) workdays. The immediate family shall be limited to: an employee's spouse, parent, child, 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.

(b) Unchanged.
(c) Unchanged.
Thanksgiving Day
   Prior to Thanksgiving (see 14.2)
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) 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)
   (b) Unchanged.
   (c) Unchanged.

14.7 WORK ON HOLIDAYS (CLERICAL)
   (a) Delete.
   (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, such employee shall be paid at a rate of $6.40 per hour. The employee shall be entitled to a meal at intervals of approximately four hours. 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.

104.3 MEALS—EMERGENCY PRIOR TO WORK HOURS (PHYSICAL)
   If Company requires an employee to perform emergency work on workdays starting one (two) hours 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. If such emergency work starts less than one (two) hours before regular work hours the usual meal arrangements shall prevail. If any of the following conditions Company does not give an employee an opportunity to eat a break meal before a lunch before working 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) hours or more before regular work hours on workdays or non-workdays and such work 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 the 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. However, that when a meal is taken at Company expense following dismissal from work the time allowance therefore shall be

104.12 OVERTIME MEALS FOR SHIFT EMPLOYEES (PHYSICAL)
   The provisions of this Title shall apply to shift employees as follows:
   (a) The employee may arrange to have a meal purchased for him and delivered to the job. In such case, Company shall pay all costs associated with such meal.
   (b) When held over from his previous shift, the meal shall be paid for in accordance with the following schedule:
   (Added 1-1-86)

TITLE 105. SAFETY

105.10 INDUSTRIAL INJURY REPORTS (PHYSICAL)
   (a) Company shall notify Union within 24 hours of any 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 shall 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 (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.

111. VACATIONS

111.2 VACATION ALLOWANCE (PHYSICAL)
   (a) Unchanged.
   (b) Delete Paragraph 1.

See NEXT PAGE
PHYSICAL/CLERICAL PROPOSALS
—CONTINUED

(c) Delete paragraph 1.

(1) [Effective 1-1-86] In the 21st (30th) calendar year and in each year thereafter, up to and including the 25th (32nd) calendar year and in each year thereafter, 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 (32nd) calendar year and in each year thereafter, a regular employee shall be entitled to a vacation of 25 workdays with pay.

(Added 1-1-84)

(g) In the 26th calendar year and in each year thereafter, up to and including the 30th (37th) calendar year and in each year thereafter, 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, each 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 ANNUAL 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 above 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 otherwise provided in this Agreement 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 in the calendar year in which it vests, or in the following year in which an employee qualifies for a service anniversary vacation. (Added 1-1-80)

(1) 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 for more than two (two) years. Any employee, or otherwise permit to take more than a total of three (three) vacation allowances in any one year, or take a vacation in advance of the year in which it is due. An employee may defer vacation in conformity with the provisions of this subsection, provided he shall serve notice that in no event shall the amount of vacation deferred exceed more than two (two) one-year vacation allowances. (Amended 1-1-80)

(2) Unchanged.

8.111 DEFERRED VACATION PAY (PHYSICAL)

8.11 DEFERRED VACATION PAY (CLERICAL)

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 on the starting day of each employee’s basic workweek. However, by prior arrangement with the employee’s supervisor, an employee shall be allowed vacation in increments of one-half (1/2) day or more in a week, except where prohibited by operating needs or where necessary relief cannot be provided, or where the payment of overtime to another employee would be required.

111.13 SCHEDULING (PHYSICAL)

7.13 SCHEDULING (CLERICAL)

(a) Unchanged.

(b) Unchanged.

(c) General Construction Employees

(1) Company shall schedule the annual vacation schedule giving effect to the employee’s working practices, such as vacationing during 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)

7.13 SCHEDULING (CLERICAL)

(a) Unchanged.

(b) Unchanged.

(c) To prevent undue interference with the proper and economic rendition of service to the public, Company may designate the number of employees at a particular work location or within a classification or within a classification 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

7.1 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 for 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 10 years of Service, an employee who has qualified for additional sick leave as provided in Section 112.1 (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 sick leave, 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. All time off shall be charged as sick leave for such portion of the employee’s personal medical and dental appointment for which statutory sick leave is granted for the employee’s personal medical and dental appointments for the employee’s immediate family which require the employee’s presence.)

112.7 ABUSE (PHYSICAL)

7.9 ABUSE (CLERICAL)

Company may require satisfactory evidence of an employee’s illness or disability before sick leave will be granted, and the Company may 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 the sick leave provisions of this Agreement. Sick leave provisions of this Agreement are not to be used for personal purposes other than for medical or dental appointments, and may not be 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 102.63(1) and 102.8(9.6).

112.10 LIGHT WORK (PHYSICAL)

8.10 LIGHT WORK (CLERICAL)

(a) Unchanged.

(b) It is Company’s policy in the administration of Subsection 112.10(a) 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 industrial in nature, 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 Department, 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 where they require journeymen skills but do not require employees to climb on a regular basis. The foregoing shall not be interpreted to apply more to than one journeyman, including classifications higher thereto in the normal line of progression, in five (5) in any headquarters or shall be administered on the basis of service and qualifications.

6 IBEW 1245 UTILITY REPORTER/JULY 1987
TITLE 201. 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] and lodging for 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 employee 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.

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 for 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 to his temporary headquarters and his regular headquarters or place of abode, in which case Company shall give him an allowance for his actual time spent in travel between such locations, [exclusive of stopovers]. Such allowance shall be computed at the straight rate of pay of his classification at the time spent, additional which 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 location before the family can move. The cash moving allowance and 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 the 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 the employee’s 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, on his temporary or regular headquarters in accordance with Subsection 201.9(a). If he is required 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 thereafter for the duration of such scheduled attendance. (Amended 1-1-84)

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 of meals, with the advance approval of the supervisor in charge of the training classes, on his temporary or regular headquarters in accordance with Subsection 201.9(a). If he is required 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 thereafter for the duration of such scheduled attendance. (Amended 1-1-84)

202.15 HOURS AND WORKWEEKS—GENERAL SERVICE (PHYSICAL)

Delete.

10.8 EXCEPTION TO 10.4 (CLERICAL)

Delete.

202.21 REMOTE REPORTING (PHYSICAL)

(a) Unchanged.

(b) Unchanged.

(c) Unchanged.

(d) Unchanged.

202.22 PRE-JULY 1962 EXCEPTIONS (PHYSICAL)

Delete.

202.23 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 and the employee requests to be removed and a volunteer is available no cause is needed.

8. Unchanged.


TITLE 204. WAGES AND CLASSIFICATIONS

TITLE 15. 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 therefor, provided that such day 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.

15.4 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

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.
to fill a vacancy, and that Company shall endeavor to expeditiously fill the vacancy.

(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 for which the employee desires consideration in accordance with the following procedure:

(i) an employee's prebid number shall be entitled to preferential consideration under the provisions of Subsections 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.

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

(iii) Prebids may be submitted to Company by either United States or Company mail.

(iv) Timeliness: Company shall not consider any prebid which was not received by Company less than eight calendar days prior to the date the fully authorized personnel requisition is received and date stamped by the local Human Resources Department to fill a job vacancy in the classification and headquarters on which the prebid was made. Only those prebids valid as of the date stamped on the job vacancy report will be considered to fill such vacancy. Subsequent prebids may 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 posting and included in the subsequent prebid listing.

(v) Notification: Company shall give preferential consideration to regular classified employees who are entitled to preferential consideration under the provisions of this Title or the related provisions of Title 206.

(b) Priority 1 vacancies as defined in Exhibit VII shall 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
(a) Application of this Title. Company may submit a prebid on any existing job classification and headquarters for which the employee desires consideration in accordance with the following procedure:

(i) Eligibility: To be valid, an employee's prebid must be entitled to preferential consideration under the provisions of Subsection 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.

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

(iii) Prebids may be submitted to Company by either United States or Company mail.

(iv) Timeliness: Company shall not consider any prebid which was received by Company less than eight calendar days prior to the date the fully authorized personnel requisition is received and date stamped by the local Human Resources Department to fill a job vacancy in the classification and headquarters on which the prebid was made. Only those prebids valid as of the date stamped on the job vacancy report will be considered to fill such vacancy. Subsequent prebids may 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 posting and included in the subsequent prebid listing.

(v) Notification: Company shall give preferential consideration to regular classified employees who are entitled to preferential consideration under the provisions of this Title or the related provisions of Title 206.

(b) Priority 1 vacancies as defined in Exhibit VII shall 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.

205.5 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) 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 bidder residing within a commutable distance (30 miles or 45 minutes road time) from the temporary headquarters shall be offered the vacancy.

(c) 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.

(d) In making appointments to fill the remaining one-half of the vacancies in priority classifications for which the employee desires consideration in accordance with the provisions of Subsection 205.5(e) 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 United States Mail or Industrial Relations date stamp if delivered by Company mail or if the U.S. postmark is illegible. In no event shall Company consider any transfer application which was received by Company more than eight calendar days prior to the established control date. The established control date is first established on the date the fully authorized personnel requisition is received and date stamped by the local 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 humorous notification of last transfer filling the position. 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 humorous notification of last transfer filling the position. 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 humorous notification of last transfer filling the position.

(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 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.

(f) 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 that the employee rejects the offer of appointment. If such prebid is submitted by Company mail, the date of receipt will be the Industrial Relations date stamp if delivered by United States Mail or Company mail or if the U.S. postmark is illegible. In no event shall Company consider any transfer application which was received by Company more than eight calendar days prior to the established control date. The established control date is first established on the date the fully authorized personnel requisition is received and date stamped by the local 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 humorous notification of last transfer filling the position. 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 humorous notification of last transfer filling the position. 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 humorous notification of last transfer filling the position.

(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.

(a) Attached hereto, made a part hereof and marked Exhibit VII, is a list of all transfers on file.

(b) 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.
205.6 [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 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 such postbid shall be the date if delivered by U.S. mail, or by Company Relations if mailed by Company or U.S. postmark is illegible. Company shall not consider any postbid which is received by Company after 4:00 p.m. on 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 give such vacancy an award as soon as practicable. Prebids on any job covered by this Section shall be given preferential consideration in the following sequence:
(a) Bids made by employees who are entitled to preferential consideration under Section 206.5.
(b) Bids made by regular employees in the System [Division in which the vacancy exists] who are:
... 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) Employees with bids on file to classifications that require training (see Exhibit IX—Job Comparisons) or for which the employee who requests the transfer. For consideration under this Section, any employee, 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, any employee shall submit to 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.

205.8 DESCRIPTION OF EXHIBITS VIII and IX
(a) Bids made by any regular employee of Company by written agreement with Company and Union, may appoint, to fill a job vacancy, any 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. Each classification is defined as a classification for which there exists a negotiated training program.

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. Each 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) Bids made by any regular employee of Company by written agreement with Company and Union, may appoint, to fill a job vacancy, any 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. Each classification is defined as a classification for which there exists a negotiated training program.

205.13 APPOINTMENT TO UNBID VACANCY
Company does not within the time provided in Section 205.6[d] hereof receive any postbids for a job posted as unbidded, 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 make an appointment to fill such vacancy on the basis of ability and personal qualifications.

205.15 NOTIFICATION TO UNION OF BIDDING
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
(a) 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] is 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 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 Progress without reference to the foregoing provisions of this Title.

205.19 ENABLING CLAUSE
(a) 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 assignments within the Division made since the last posting. 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.
18.3 FILLING TEMPORARY VACANCIES

(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, promotion and transfer provisions of Sections 18.6 and 18.8 of the Master Apprentice 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)

(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 job. (Amended 1-1-84)

(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, unless otherwise stated.)

(c) Exhibit A of this Agreement, is a listing of the Clerical Lines of Progression for the Divisions and 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 Subsections 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 posted. (Entire Section added 1-1-84)

(e) 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 filing the classification on which the employee has submitted a prebid, including information regarding testing programs which must be completed. Information on neither nor an employee has completed such programs is available from the employee's Personnel Human Resources Department.

(f) Cancellation of Prebids: Prebids are valid for a period of one year from the date of rejection 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 prebid 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 Company.

(3) 30 calendar days after any employee's change of classification and headquarters 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 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

18.5 FILLING BEGINNER'S CLASSIFICATION

Wherever Company intends to fill a beginner's classification, Company shall
If a vacancy in a beginner's classification is not filled in accordance with the provisions of Subsection 18.5(b), a transfer shall be given in the following sequence:

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

(b) Company shall make unreserved appointments in filling one-half of the vacancies in beginner's classifications or one-half of the vacancies in regularly scheduled part-time jobs in a given headquarters. Company shall give preferential consideration to regular employees, clerical employees, and clerical employees who have previously requested in writing a transfer to fill such vacancies. Preference for unreserved appointments shall be given to the employee 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 1 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 unreserved 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 not legible. The first date the Company considers 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 filed. If the vacancy listing was not filled 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 provisions of this subsection 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 unreserved appointment—no transfers on file.

(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 rejects his or her proposed status as a transfer, and after 15 calendar days advance notice from Company.

(i) Upon receipt of authorization from an employee to cancel a transfer, or 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. In such cases Company shall notify 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]

A vacancy exists 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 has the same or higher classification than the vacancy 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 not less than eight months from the date of posting. Vacancies which have been exhausted and vacancies temporarily filled by Company as provided in Section 18.3(a), but excluding vacancies filled from prebids and temporary vacancies in regularly scheduled part-time jobs and jobs in beginning classifications. (Amended 1-1-84)

(b) Any regular employee of Company may submit to Company either by Union Office or to Company more than ten days from the date of posting of the job on which the bid is posted. 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,
- in classifications which are higher thereto, or
- at the top rate of pay of the next lower classification.

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

(d)(ii) 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 valid bid on an employee who meets 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 seniority and personal qualifications.

18.14 NOTIFICATION TO UNION OF BYPASS

If 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
notify Union of its decision prior to such appointment.

18.15 APPOINTMENT DUE TO URGENT NEECESSITY
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 the purpose of filling an urgent necessity such as impairment of the employee's health or that of a member of the employee's family, or the lack of adequate educational facilities for the employee's children in the locality in which the employee 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 or conversion. Such employee will be submitted 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, the employee 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 shall 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 prebids and through prebids in accordance with the provisions of Sections 18.5, and 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 after 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 classifications shall 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, shall not meet the minimum entry level 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 unsuitable to his assigned duties or in a headquarters where an employee subject to layoff under the provisions of Title 206 (19). Company will offer a retraining program. Following such retraining, if necessary, Company will notify Union of its decision 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. When a part-time job becomes available, part-time 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 line of progression.

206.2 NOTICES
19.2 NOTICES
The following notices will 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 notify Union of his election to transfer and indicate the job locations in the order of his preference. Preference 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.

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, Region or General Office Department) who has the least Service. (Amended 1-1-80)
(b) An employee who is to be demoted or displaced as provided in Section 206.3 and who does not for no reason (cannot exercise 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 employee 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.

19.4 ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT
(a) If an employee cannot effect a demotion in accordance with Section 206.3 (19.3), 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.

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 retrain-
ing, if necessary, Company will offer vacancies to employees in order of
Service.
206.8 MOVING ALLOWANCE (PHYSICAL)
18.10 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 commut-
able distance from his present residence, the Company shall pay to such em-
ployee for the reasonable costs incurred in connection with moving his household,
and normal closing costs associated with selling and buying a home. Com-
pany 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 his
new headquarters before moving into a new residence. Personal living
expenses will be provided for a maximum of 90 days, not to exceed
$S,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 headquar-
ters located more than 45 minutes or 30 miles from his present residence. (For
clarification, see Letter Agreement Interpretation on page 198 [81 1 121
Expl. 1].)
206.10 DEMOTION INTO UNIT FROM OUTSIDE (PHYSICAL)
10.10 DEMOTION INTO UNIT FROM OUTSIDE (CLERICAL)
(a) A supervisory or other employee who was not at the time of dem-
tion a member of the collective bargaining unit, but who formerly worked in
that classification, shall be demoted into a classification in such unit pro-
vided 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 for such a reason.
(b) In no case shall such demoted employee be placed into a classifica-
tion that is higher than the classification held prior to leaving the bargain-
ing unit or division.
206.11 NOTICE OF LAYOFF (PHYSICAL)
11.10 NOTICE OF LAYOFF (CLERICAL)
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 prac-
ticable, 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 an employee who is employed on a probationary basis.
206.12 RE-EMPLOYMENT PROVISIONS (PHYSICAL)
12.10 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, may be recalled to the reverse order of layoffs.
206.13 RE-EMPLOYMENT PROVISIONS (PHYSICAL)
13.10 RE-EMPLOYMENT PROVISIONS (CLERICAL)
When a vacancy exists in a beginning employee'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 such
employee for 12 months. (Amended 1-1-84)
206.14 TRAVEL TIME — EMERGENCY (PHYSICAL)
14.10 TRAVEL TIME — EMERGENCY (CLERICAL)
Employees who are called out for their homes (living quarters) for emergency
work on non-workdays or holidays (or those are entitled to have time off
on a workday, or outside of their regular work hours on weekends shall be paid
overtime compensation for the actual time worked and travel in connection therewith.
19.18 SEVERANCE PAY (CLERICAL)
The minimum time for which overtime compensation shall be paid under
the provisions of Section 8.6 shall be four (4) weeks, except that if an em-
ployee is called out for emergency work during his regular work hours on
weekdays 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 (4)-HOUR MINIMUM — EMERGENCY (CLERICAL)
The minimum time for which overtime compensation shall be paid under
the provisions of Section 12.4 shall be four (4) hours, except that if an em-
ployee is called out for emergency work during his regular work hours on
weekdays 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 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
emergency work (on) a non-workday or (on) a non-holiday or (on) his regular work hours, be shall be
paid overtime compensation for actual work time and travel time in connec-
tion therewith, provided, however, that if such employee continues to work into
or beyond regular work hours he shall be paid overtime compensation
only for travel time as provided in his home (living quarters) and for actual work time up
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 only for travel time from his home (living quarters) and for actual work time up
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.
208.9 FOUR (4)-HOUR MINIMUM—SERVICE OR RESIDENT
EMPLOYEE (PHYSICAL)
208.9 FOUR (4)-HOUR MINIMUM—SERVICE OR RESIDENT
EMPLOYEE (CLERICAL)
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 compensa-
tion 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
his non-workdays; for subsequent calls overtime compensation shall be paid for his actual work and time as herein provided. For the purpose of this Section, any consecutive call involving an eight hour 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 be computed as a single 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)

(a) 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 non-work days; for subsequent calls overtime compensation shall be paid for the time between the expiration of the rest period and the end of the first half of his workday.

(b) If the rest period extends 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 event) he may be paid for the time between the expiration of the rest period and the end of the first half of his workday.

(c) If 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 given to leave and return to work at the end of the eight hour period.

(d) 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 more than four (two) hours and into 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 is given of at least 24 hours prior to (b) 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 shall be four (two) hours, except that the employee shall be paid for the time between the expiration of the rest period and his regular quitting time on such day.

208.14 MINIMUM PAY—CANCELLATION (PHYSICAL)

The minimum time for which overtime compensation shall be paid under the provisions of Section 12.7 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 and for travel time as provided in Section 12.7 hereof.

208.15 MINIMUM PAY—CANCELLATION (CLERICAL)

If an employee is scheduled to work 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 of service of any nature as provided for in Section 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 practicable. The Company will post cumulative 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-
(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 - (1).

2390 Communication Technician - (1).

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

For the purposes of Titles 205 and 206 of the Agreement, Hydro Maintenance employees and Substation 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 1 (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, 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 percent of the direct costs charged by the institution. Costs of textbooks, materials, and equipment purchased separately by the employee are not covered.

A. B and D unchanged.

C. In all other cases: a refund of 100 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.

F. Refunds exceeding $1,800 ($700) per calendar year to any one employee will 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 1-18-84)

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 the meal or pay the employee the meal cost. In the latter case, reimbursement is paid 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, 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 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 profit 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
RETRIEVE PLAN

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

(a) Any Crediteds 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 (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 1-18-81).

(c) All current, accumulated 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 Credit Service.

SPECIAL PROVISION B
EARLY RETIREMENT REDUCTIONS
(For Month of Participant's Birthday)

(1) Percents Points

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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

An (11) 10% (1) 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
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IBEW LOCAL 1245

BENEFITS PROPOSALS

— CONTINUED

participants 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

(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.

HEALTH, DENTAL, AND VISION BENEFIT AGREEMENT

TAFT-HARTLEY TRUST

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

UPDATE SECTION II

Section 5. Payment of Premiums by Employer

(a) Basic.

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 to give notice to Union to convert its contract with the agreed-to carrier to an Administrative Services Only arrangement 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 September of the preceding year on the basis of Blue Cross estimates for the following year based on experience to that date and trends. (Amended new HMO's listed in Letter Agreement 86-149-PGE) (Amended 1/1/88) (Amended 1/1/84).


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 to leave the IPA.

Section 6. Retirement of an Employee

6(e) 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 on a new or revised contract, effective (LTD) and retired members, including their dependents, of such 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 Facility. 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 such a 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 of 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 Health 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 seventeen, 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

I. WAYLAND BOBBING

Manager, Industrial Relations

June 12, 1987

Mr. J. K. McNally, Business Manager

Local Union No. 1245

International Brotherhood of Electrical Workers, A.F.L.-C.I.O.

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 building and demolition 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.

Company herewith gives notice of its intent to negotiate amendments to such Labor Agreements and certain Labor Agreement Interpretations, clarifications and letter agreements under understanding that a General Construction Subcommittee will be established to discuss 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 to 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 such proposal by the Union.

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 and Clerical Agreements are attached, and it is our intent to introduce these proposals at subcommittee meetings.

Further, Company proposes to cancel Letter Agreement No. 86-117-PGE concerning the establishment of utility installation crews. Company also proposes to adopt Letter Agreement, No. 86-119-PGE concerning the establishment of Positive Disciplines 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.
BACKGROUND INFORMATION FOR 1987 NEGOTIATIONS

In preparation for the 1987 negotiations, the Company's Committee has de-
eted that continued economic and workable partnerships with its Labor repre-
sentatives are necessary. We need to encourage unit productivity and the same
in order to cut costs. This means that in many cases management must be
more economical in the use of its resources. The emphasis on productivity and costs
are not new to the collective bargaining process and have been the focal point of many
negotiations with Local Union 1245. ISB. Where employees, both management and man-
agement wage unit, will assume this year's bargaining is business as usual with the
Company pleading it can't give any more and the Union claiming they are enti-
lled to more because the times are different. 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.
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 face the utility industry as a whole. The fact that major
television and retail utilities, which PGandE operates is that if the Company is not
competitive, its major

costs. The emphasis on productivity and costs are not new to the collective
industry as a whole, if the Company is to be able to maintain its current struc-

4 TITLE 2. RECOGNITION

Amend Subsection 2.1 RECOGNITION, as follows:

Amend Subsection 100.2 as follows:

An employee shall be entitled to an additional "leave of absence" for a period
(b) The Productivity Enhancement Committee at any level may request
The Productivity Enhancement Committee of the Union's Business Manager

5 TITLE 3. CONTINUITY OF SERVICE

Amend Section 101.6 LEAVE OF ABSENCE, as follows:

Amend Section 101.6(5.2) PERIODS OF LEAVE, as follows:

(a) Regular employees will be allowed the necessary time off with pay for jury
(b) Child Care Leave: A regular employee who has given birth to, or has

Amend Section 101.6(5.2) PERIODS OF LEAVE, as follows:

A regular employee who has given birth to, or has

EPIEW 1245 UTILITY REPORTER/July 1987
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 (third 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)

Employees' Birthday

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 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. 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.

(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 fall on a Sunday, the Monday following shall be observed as the holiday.

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

(6) 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 combine such meal. Except, however, that when a meal is taken at Company expense following dismissal from work the time allowances therefore shall be one-half hour not to exceed one-half hour at the applicable overtime rate. If a meal is taken in lieu of a meal under this Title, the employee shall be entitled to the one-half hour payment for all time worked on such day.

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

| 1. Prior to reporting to work: |
|-----------------------------|-----------------------------|
| $5.25                       | $2.50                       |
| 2. Meal following dismissal from work |
| [Effective 1-1-84]          | [Effective 1-1-84]          |
| $6.00                       | $3.00                       |
| $6.30                       | $3.15                       |
| $11.00                      | $5.50                       |
| $11.55                      | $5.75                       |
Amend 106.5 REGULAR STATUS, as follows:
(a) [(Division) Regional] Employees shall be designated as probationary and regular, depending on the length of their Service.
(b) Unchanged.
Amend 112.8(7.8) ABUSE, as follows:
1. [Division] Regional employees shall be designated as probationary and regular, depending on the length of their Service.
2. [Division] Regional employees shall be designated as probationary and regular, depending on the length of their Service.
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69. [Division] Regional employees shall be designated as probationary and regular, depending on the length of their Service.
70. [Division] Regional employees shall be designated as probationary and regular, depending on the length of their Service.
CONTINUED

(a) The provisions of this Title shall be interpreted and applied in a manner consistent with the 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, they shall be given the greatest priority to fill a vacancy, 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 procedure set forth in Subsection 205.5 and the provisions of Title 206, "Demotion and Layoff Procedure." Any alleged arbitrary or discriminatory disregard of this policy shall be subject to the provisions of Title 206.

(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 [PREL]BID PROCEDURE

Any regular full-time employee of Company may submit a [prel]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 [prel]bid must be entitled to preference 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 [prel]bid numbers is available in each headquarters where employees in the bargaining unit regularly report for work.

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

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

(d) Timeliness: Company shall not consider any [prel]bid which was received by Company less than eight calendar days prior to the date the fully authorized job vacancy report was received by the local [Personal] Human Resources Department to fill a job vacancy in the classification and headquarters on which the [prel]bid was made. Only those [prel]bids valid as of the date stamped on the job vacancy report will be considered to fill such vacancy. Subsequent [prel]bids may be considered only after that list has been exhausted, provided they are received on or before the 18th of the current month and are consistent with the provisions of Subsection 205.6, (Amended 1-1-84) If within a period of 90 days a 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 postmark if legible. If such postmark is illegible or if the [prel]bid is submitted by Company mail, the date of receipt will be the Industrial Relations' date stamp.

(f) Acknowledgment: Company will acknowledge receipt of all [prel]bids within 15 calendar days from the date of receipt and without rejecting the [prel]bid notify the employee in writing of any known reason which might preclude the employee's [prel]bid. Information regarding testing programs which may affect the employee's [prel]bid must be completed. Information on whether or not an employee has completed such programs is available from the employee's [Personal] 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 to accept the classification and headquarters desired.

(h) [Prel]Bids are valid for a period of one year from the date of receipt. Employees should file a new [prel]bid when the job has been changed in any respect or transferred to another headquarters or another department, or until such time as the employee rejects an appointment to the classification and headquarters (and shift, if appropriate) on the [prel]bid or requests that the classification and headquarters the employee then holds be cancelled.

(i) Date of Request: If an employee's [prel]bid is not filled within 15 calendar days from the date of receipt and without rejection of the [prel]bid, the employee may submit a new [prel]bid on any classification which is currently being filled, which employee may have completed.
be as follows:
(a) Such employee's bids or transfer applications shall receive consider-
ance of all other bids or transfer applications submitted by or on behalf of other employees as set forth in Section 202.1 of this Agreement.
(b) Such employees shall retain their right to consideration for ap-
pany shall post 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 for which there have been no applications made for a period of three months from the date last posted, and when 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 tempo-
fers on the number of any employee who does not possess the knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid is made. (Amended 1-1-80)
(b) Bids made by regular employees in the Region or G.O. Department in which the vacancy exists are:
(i) the same classification as that in which the job vacancy exists,
or (ii) classifications which are higher thereto in the Lines of Progression as shown in Title 600,
or (iii) 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.
(b) Bids made by any regular employees in the Region or G.O. Department in which the vacancy exists are:
(i) the same classification as that in which the job vacancy exists,
or (ii) classifications which are higher thereto in the Lines of Progression as shown in Title 600, or
(iii) the 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.
(b) Bids made by any regular employee of Company. (Entire Section 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. (Prevailed 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 in which the vacancy exists are:
(i) the same classification as that in which the job vacancy exists,
or (ii) classifications which are higher thereto in the Lines of Progression as shown in Title 600,
or (iii) the at the top rate of pay of the next lower classification in the normal Line of Progression, except as otherwise provided in any applicable apprenticeship agreement.
(c) Bids made by any other regular employees who are:
(i) in the same classification as that in which the job vacancy exists, or
(ii) classifications which are higher thereto in the Lines of Progression as shown in Title 600, or
(iii) the 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 TRAIN-
CLASSIFICATIONS
[Entire Section amended 1-1-80]

205.9 PREFERENCE BY LENGTH OF SERVICE
When employees in the same preferential sequence as provided in Sections 205.7 and 205.8 are each qualified by knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid or postbid is submitted by an employee to Company with the greatest Service shall be given preference for appointment.

205.10 TIME LIMITS ON BIDING
Notwithstanding anything contained in this Title, Company shall not give consideration to any application for transfer, or (prevail on 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 for 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 POSTBID 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 postbid is submitted. 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 disqualifying discipline: (a) making layoff [demotions or write up] for cause or (b) other misconduct.

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 Office Department, the classification in the Region [Division] which is deemed the same as the former for the purpose of Sections 205.7, 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 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(d) hereof receive 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
[bidding for 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 give preferential consideration in the following sequence: (i) 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.]
(c) Unchanged.

205.20 POSTING OF JOB AWARDS
[If any employee has been awarded a job vacancy at the journeyman level or below must meet the agreed-to test battery to meet the employment requirement for such classification,] and personal qualifications.

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), respectively, above, the employee must meet the qualifications set forth in Section 205.7(b) or (c) for such classification, as defined above, must have worked in such classified as the next lower classification, or the "top rate of pay of the next lower classification" as defined above must have worked in such classified as the next lower classification, or the "top rate of pay of the next lower classification," the employee's time required to progress from the starting wage to the top rate of pay 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 DEPARTMENT DIVISION)
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 participate in the test referred to in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 18.5(b), 18.8 and (c) respectively, above, the employee must meet the qualifications set forth in Section 205.7 and 205.8.

205.23 APPOINTMENT TO NUMBER 2 JOB VACANCY
If Company does not within the time provided in Section 205.4(d) hereof receive 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.
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 vacan-
cy, other than vacancies in beginner's classifications, Company shall first consider regular full-time employees (at the) in the department and headquar-
ters in which the job vacancy exists in the order of their preferential consider-
ation under Section 18.8. The foregoing shall apply whether or not the vacancy is one which must be filled on a regular basis.

(b) In this paragraph, 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. Employees in these classifications are given preference for appointment to fill such vacancies. Subsection 18.3(c) lists the Cortina Line 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

(a) 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:

(b) Eligibility: To be valid, an employee's prebid must be submitted to Company by the [Personnel] Department at the local [Personnel] 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 vacancies. Subsequent prebids may be considered only after that list has been exhausted, provided they are received on or before the 15th of the current month. Preference for appointment will be given to employees who have 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.

(c) Mail: Prebids may be submitted to Company by either United States Postal Service or Company-maintained Federal Express. (Amended 1-1-84)

(d) Unchanged.

(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) Acknowledgment: Company shall acknowledge receipt of all transfer applications by the close of the next business day.

(g) An employee who is the senior, qualified bidder to the most recently filled, shall be given the option of accepting the classification and headquarters designated.

(h) Cancellation of Prebids: [Prebids are valid for a period of one year from the date of receipt and until such time as the employee changes classification or headquarters, or until such time as the employee notifies Company that he or she no longer desires to be considered for a position. (Amended 1-1-84)]

(i) Within a period of 90 days, Company shall acknowledge receipt of all prebids 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 vacancies. Subsequent prebids may be considered only after that list has been exhausted, provided they are received on or before the 15th of the current month. Preference for appointment will be given to employees who have 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.

(j) Company shall acknowledge receipt of all transfer applications within 15 calendar days from date of receipt and, without rejecting such application, Company shall, within each [Division] or [Region] or General Office Department or General Office Department at the headquarters where a transfer application was made. Company shall notify an employee of the cancellation of his or her appointment to the classification and headquarters on which the transfer was made. (Amended 1-1-84)

(k) By written agreement between Company and Union, this list of classification and headquarters shall be updated at least once each quarter (Beginning of July, October, January, April). If within a period of 90 days, Company shall post the vacancies as listed above. (Amended 1-1-84)

(l) In making appointments to fill the remaining one-half of the vacancies in beginning classifications, or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters, Company shall give preferential consideration to regular physical or 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:

(i) Full-time employees
(ii) Part-time employees
(iii) Off-line employees

(m) Unchanged.

(n) In the event 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:

(o) Company shall make unrestricted appointments in filling one-half of the vacancies in beginner's classifications, and three-quarters of the vacancies in regularly scheduled part-time jobs at any headquarters.

(p) In making appointments to fill the remaining one-half of the vacancies in beginner's classifications, or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters, Company shall give preferential consideration to regular physical or 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:

(i) Full-time employees
(ii) Part-time employees
(iii) Off-line employees

(q) Unchanged.

(r) In the event a vacancy in an experienced classification is not filled in accordance with the provisions of (a) or (b), above, it will be filled in the following manner:

(s) Company shall make unrestricted appointments in filling one-half of the vacancies in experienced classifications, or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters.

(t) In making appointments to fill the remaining one-half of the vacancies in experienced classifications, or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters, Company shall give preferential consideration to regular physical or 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:

(i) Full-time employees
(ii) Part-time employees
(iii) Off-line employees

(u) Unchanged.

(v) In the event a vacancy in a non-turnover classification is not filled in accordance with the provisions of (a) or (b) above, it will be filled in the following manner:

(w) Company shall make unrestricted appointments in filling one-half of the vacancies in non-turnover classifications, or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters.

(x) In making appointments to fill the remaining one-half of the vacancies in non-turnover classifications, or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters, Company shall give preferential consideration to regular physical or 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:

(i) Full-time employees
(ii) Part-time employees
(iii) Off-line employees

(y) Unchanged.

(z) In the event a vacancy in a beginning classification is not filled in accordance with the provisions of (a) or (b), above, it will be filled in the following manner:

(aa) Company shall make unrestricted appointments in filling one-half of the vacancies in beginning classifications, or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters.

(bb) In making appointments to fill the remaining one-half of the vacancies in beginning classifications, or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters, Company shall give preferential consideration to regular physical or 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:

(i) Full-time employees
(ii) Part-time employees
(iii) Off-line employees

(cc) Unchanged.
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 in either the same classification as that in which the vacancy occurs or in a classification having an equal or greater scheduled wage rate. Such an 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 moving a 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 at the time Company receives a bid from any employee, 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. Employees who are rejected on such 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 list" 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 (1) a prebid submitted by any regular employee who is in a classification listed in Exhibit F; and those classifications listed in Exhibit A:

(a) Unchanged.
(b) Unchanged.
(c) Unchanged.
(d) Prebid 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.
Wherever 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 same manner as prebids.

(1a) Bids made by regular employees who are entitled to preferential consideration under Section 19.3.
(b) Bids made by regular employees who are:
   - in the same classification as defined in Exhibit A, "Clerical Lines of Progression," as that in which the vacancy exists, or
   - in classifications which are higher thereto, or
   - at the top rate of pay of the next lower classification.
(c) Bids made by any other regular employee in the physical and clerical bargaining units within the Company.

(1c) Unchanged.

18.10 TIME LIMITS ON BIDDING

Notwithstanding anything contained in this Title, Company shall not give consideration to any bid or transfer application (or postbid) submitted to 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 in which he/she is not classified as an employee in a 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—c. Where an employee is the most senior qualified candidate for a job vacancy at the time Company receives a bid from any employee, such employee has changed lines of progression within the preceding 12 calendar months or who has entered a training classification within the preceding 12 calendar months in which he/she is not classified as an employee in a classification having a wage rate higher than that of his own classification, the Company shall within two days of receipt of such bid provide such employee with his/her prior classification.

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 disciplin ary action (including but not limited to writing, demotion, decision making leave, [and] letter of reprimand or written reminder or [2]) demotion for cause.
(b) Unchanged.

18.12 APPOINTMENT TO UNBID VACANCY

If a vacancy does not occur in 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 (a) and (R) (Supervising or Lead Classifications).

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

18.18 POSTING OF JOB AWARDS

(a) Delet e.
(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] [Prebids] 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 head- quarters of the appointed employee's name and service. and the Agreement Section relied upon for the award. (Amended 1-1-84)

19.19 (Renumbered as Section 13.5)

19.20 QUALIFICATIONS FOR GENERAL CONSTRUCTION EMPLOYEES BIDDING/TRANSFERNING 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 in Section 18.7. 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 substantial initial training tasks in the same classification, as for example, the Office Departments [Divisions], successful performance by an employee in such classification will be considered as presumptive evidence of meeting the agreed-to test requirements. Additionally, a former General Construction employee who has become a Region 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 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

Notwithstanding 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 not be unlawful under the provisions of Section 19.9.

(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 advised in writing that they had already been notified, and, notwithstanding the provisions of Title 205, have their bids to fill vacancies, in the normal line of progression, considered under the provisions of Sections 205.9. Subsection 206.1( b) through 15 shall apply to employees being displaced or demoted due to lack of work.

(b)(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.

(b)(c) Where a vacancy in an appropriate classification exists, the filing of such vacancy in accordance with the proper rules and regulations prescribed by such classification will be considered as presumptive evidence of meeting such requirements.

(f)(d) An employee may not elect to displace another employee whose Serv ice is equal to or greater in their classification. An employee shall not be placed in 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 the 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 is practicable, but not less than two days. Notice of the classification to which he/she will be demoted, and, notwithstanding the provisions of Title 205, have their bids to fill vacancies. An employee may 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.

(b) Not more than two days after receiving the notice provided for 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.

(c) Within three days after receipt of the list described in Subsection (b), the employee shall advise Company of his/her decision with respect to exercising the election. If the employee fails to make his/her decision within the time limits prescribed, the Company shall, within two days thereof. provide him/her with a list of the jobs in his/her employee's Region [Division] and the locations thereof to which the employee may be appointed.

(d) Within two days after receipt of the list described in Subsection (b), the employee shall advise Company of his/her decision with respect to exercising the election. If the employee fails to make his/her decision within the time limits prescribed, the Company shall, within two days thereof. provide him/her with a list of the jobs in his/her employee's Region [Division] and the locations thereof to which the employee may be appointed.

(e) Within three days after receipt of the list described in Subsection (b), the employee shall advise Company of his/her decision with respect to exercising the election. If the employee fails to make his/her decision within the time limits prescribed, the Company shall, within two days thereof. provide him/her with a list of the jobs in his/her employee's Region [Division] and the locations thereof to which the employee may be appointed.

(f) An employee's failure to give the notices prescribed in Subsections (b) and (c) will operate to forfeit his/her employee's right of election.

(g) Unchanged.

See NEXT PAGE
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 in accordance with the [Division] in which 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 [his] such employee's same classification and department who has the least Service.

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

(b) An employee who is to be demoted or displaced in Section 206.5 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, if no such election is available. [he] such employee may, if [he] has been employed two [three] 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 affect 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.

(2nd and 3rd paragraphs unchanged.)

206.5 ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION

If an employee cannot affect a demotion or displacement according to Section 206.4(b) and if such employee does not for any reason effect an election in accordance with Section 206.4, he may, if he has previously worked 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 if 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 affect a demotion or displacement of an employee with at least two years of service in accordance with Section 206.3 and, in addition, such employee cannot affect any reason effect an election in accordance with Section 206.4 or 206.5, [he] such employee may elect to displace that employee in [his] such employee's 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 affect a demotion or displacement of an employee in Subsection (a) hereof, if [he] has been employed two [three] years or more years 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, [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 due consideration to the 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.

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 rehire in the reverse order of layoff as follows: When a vacancy exists in a beginner's job in the line of progression in the Region [Division] from which one employee was laid off, Company shall send notice of openings for reemployment 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 in writing 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 list of laid-off employees in the Region [Division] will be considered for the opening. To expedite the re-employment process, the list of laid-off employees in the Region [Division] will be reduced. 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.

DEMO TION 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 on 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 any 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.

If no case shall such an employee be demoted into a classification that is higher than the classification held prior to leaving the bargaining unit subject to Subsection 206.11(g). (Amended 1-1-84)

206.17 RELOCATION OTHER THAN FOR LACK OF WORK

(a) 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 206.5(a) or

(2) 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 who has the rights to preferential consideration due to a previous application of Subsection (e).

(c) Unchanged.

(d) Unchanged.

(e) Unchanged.

(f) Unchanged.

(g) Unchanged.

(h) Unchanged.

Amend Exhibit VII as follows:

EXHIBIT VII

BEGINNER'S CLASSIFICATION

Unchanged except for:

RESERVE GAS SERVICEMAN (Routine Hydro Clerk) [Routine Plant Clerk]

Steam Generation and Nuclear Plant Operations — Clerical

will not be considered a beginner 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 at Fieldman, Helper or [Field] Meterman 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.]
Amend B.1. Gas Serviceman Training School, as follows:

- Amend A.2. Qualifying Procedure in Training Section, as follows:
  - Notes: 1. A transfer application from a Reserve Gas Serviceman or a Beginner's Classification bid of an employee to beginning of the School. Upon successful completion of the School, the employee shall be awarded the vacancy effective the following Monday.

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 appear the next consideration in the following 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 (i. 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 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 EEE Power Plant Maintenance Employee Selection System Test to be given consideration under 205.5 or 205.7 for a maintenance classification.

- Amend Operator Training Procedure, as follows:
  - Section II.B.7 — (c) [Delete (c) and (d)]
  - Section III.B.7 — (c)

5. For purposes of 205.7(b) employees in maintenance classifications shall be given preference in the following order of classification:
   (b1) Bids made by regular employees in the Plant in which they have previously held this classification.
   (b2) Bids made by regular Steam employees in accordance with the provisions of this Subsection.

- 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 — (1171) Power Plant Operator — Oakland, Martinez, Oleum. 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.

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

DEMOPTION 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 Department to all operators 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.

1. 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:

<table>
<thead>
<tr>
<th>Step</th>
<th>Same Classifications</th>
<th>Next Lower Classifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Operator Operator Operator Operator Operator Operator Operator Operator</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Operator Operator Operator Operator Operator Operator Operator Operator</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Operator Operator Operator Operator Operator Operator Operator Operator</td>
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<td>4</td>
<td>Operator Operator Operator Operator Operator Operator Operator Operator</td>
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<td>5</td>
<td>Operator Operator Operator Operator Operator Operator Operator Operator</td>
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<td>6</td>
<td>Operator Operator Operator Operator Operator Operator Operator Operator</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Operator Operator Operator Operator Operator Operator Operator Operator</td>
<td></td>
</tr>
</tbody>
</table>

   (Continued on NEXT PAGE)
Section 19.3 and, in addition, such employee does not for any reason affect an election in accordance with Section 19.4, the such employee may, if the such employee has been a line worker for 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 such employee in such classification and line of progression in such employee to which he returns. (Amended 1-1-80)

19.6 BUMPING EMPLOYEE IN BEGINNER'S JOB
(a) If Company cannot effect a demotion or displacement of an employee under Subsection 19.2 or 19.3 in accordance with Section 19.6 and, if in addition, such employee cannot for any reason affect 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 [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 and the employee does not effect a displacement under any of the sections in Sections 19.4 and 19.5, [he] such employee will be laid off.

19.8 ACCELERATED PROMOTION
For the purpose of enabling employees who have been demoted or transferred under Sections 19.4 through 19.7, 19.9, or 19.10 to displace 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 were employed in such job classification, with the exception of those employees demoted for cause.

19.13 RE-EMPLOYMENT PROVISIONS
Notwithstanding anything herein to the contrary, 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 reemployment 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 from 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 16.5 will be invoked. Employees recalled shall report to work within seven days of the day the notice is mailed. The employee shall be given consideration under Subsection 18.8(b) and 18.8(c) of the agreement.

19.14 DEMOTION OF UNIT EMPLOYEE
An employee who is demoted for any reason other than 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 for 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 and line of progression in which the employee is assigned, notwithstanding Subsection 18.7(a), or:
	(1) to fill any vacancy in the employee's classification created at the new location where such job is relocated.

19.16 RELOCATION OTHER THAN 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 unaffected, 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.

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 consists of such general functions as accounting, office services, new business, meter reading, meter tag posting, marketing, rate analysis, telephone and counter service, credit, cashiering 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, 1983, as amended.

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

19.18 MARKETING
Marketing:

Customer Services:
Physical jobs to which Clerical Employees are valid pre-hiredders 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, 1983, as amended.

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

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.

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
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
0244 Supervisor's Clerk
0252 Assistant Foreman's Clerk
0263 Senior Hydro Clerk
0264 First Hydro Clerk
0265 Senior Hydro Clerk
0266 First Hydro Clerk
0267 Routine Hydro Clerk
0290 Senior Plant Clerk
0291 First Plant Clerk
0292 First Plant Clerk
0294 Routine Plant Clerk

26
IBEW 1245 UTILITY REPORTER/JULY 1987
Company proposes to amend the following job classifications in the Operating Lines of Progression, page 8 through 25, as follows:

**2773 MAIL CLERK DRIVER**

**Next Lower Classifications**

2676 Utility Clerk — Operating

2680 Utility Clerk-Steno — Operating

2684 Utility Clerk-Steno

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 Accounting Department, 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 aforesaid shall be considered as separate General Office Departments for the purposes of Titles 18 (except for 18.5 and 18.6). [They should be included in the organization chart 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 Unit (including the Designating Clerical Unit, Reprographic and Tech. 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 two groups.]

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

Company proposes to remove the Senior Office Machine Repairman from Title 18 Lines of Progression as appropriate.

**CONFIDENTIAL EMPLOYEE’S LINES OF PROGRESSION**

Employees who are in Human Resource Departments in the Regions are secretaries to Regional Vice Presidents. Regional Marketing and Customers Service Managers, or secretaries to Division Managers are considered being in the Marketing and Customer Service Lines of Progression. Secretaries to Regional General Services Managers, Regional Electric Managers, or Regional Gas Managers, are considered as being in the applicable Operating Lines 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 Lines 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-Stenographer — 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-Clerk Typist II

2652 Senior Operating Clerk I

2654 Senior Operating Clerk-Steno I

2655 Senior Operating Clerk Typist I

2662 Operating Clerk — Electric, Steam, Hydro and Nuclear

2664 Operating Clerk-Steno — Electric, Steam, Hydro and Nuclear

2665 Operating Clerk — Electric, Steam, Hydro and Nuclear

2666 Operating Clerk Typist — Electric, Steam, Hydro and Nuclear

2676 Utility Clerk — Operating

2680 Utility Clerk-Steno — Operating

2684 Utility Clerk-Steno

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 Accounting Department, and 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 included in the organization chart 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 Unit (including the Designating Clerical Unit, Reprographic and Tech. 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 two groups.)

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

Company proposes to remove the Senior Office Machine Repairman from Title 18 Lines of Progression as appropriate.

Company proposes to cancel all provisions which make employees in the Operating Lines of Progression 18.8(b) holders 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 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:

See NEXT PAGE
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 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 in which there is a city hall. 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 local 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 Area, the employee is waiving that his Residence Certificate does not identify a Residence (as defined in Subsection 301.3(a)) and is not temporary living accommodations. Any employee who does not comply with Subsection 301.3(a) or who knowingly falsifies or delays filing his or her Residence Certificate shall be required to reimburse the Company for any overpayment of per diem and be subject to disciplinary action, including discharge. (End of 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.

<table>
<thead>
<tr>
<th>Zone of the City Hall or Principal Intersection* of Employee's Residence</th>
<th>Amount of Per Diem</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 More than 25 but 35 or less</td>
<td>$8.50</td>
</tr>
<tr>
<td>2 More than 35 but 45 or less</td>
<td>$8.925</td>
</tr>
<tr>
<td>3 More than 45 but 55 or less</td>
<td>$8.125</td>
</tr>
<tr>
<td>4 More than 55 but 65 or less</td>
<td>$8.1725</td>
</tr>
<tr>
<td>5 More than 65 but 75 or less</td>
<td>$9.225</td>
</tr>
<tr>
<td>6 More than 75</td>
<td>$33.50</td>
</tr>
<tr>
<td>1 More than 75 but 75 or less</td>
<td>$10.00</td>
</tr>
<tr>
<td>2 More than 75 but 125 or less</td>
<td>$52.00</td>
</tr>
<tr>
<td>3 More than 125</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

*The principles set forth in Subsections 301.3(b) also dictate whether the city hall or principal intersection is to be used for this purpose. (Note: The items listed above will be effective 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 expenses. 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 an employee is transferred to a different point of assembly 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 ten-hour days in a week 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 heretofore, 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 a.m. and ending at 8:00 a.m. or 12:00 noon, but regular lunch periods shall 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 reason such as, but not limited to, the closing or opening of facilities to servers a customer of Company can most conveniently be performed during such customer's lunch period; (b) when work must necessarily be performed at an intermittent, emergency, or other time (c) when work must necessarily be performed to eliminate a hazard to life or property; or (d) when the Company foreman or 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 shall be changed, the time worked in excess of regular work hours except as provided below, shall be treated as the overtime for work performed in the regular lunch period and may eat their lunch on the premises.

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 be paid for any overtime worked for any of the foregoing reasons, time worked in excess of regular work hours except as provided below. (d) (1) Overtime compensation shall be paid under this Section 302.7 for time worked during regular hours of work as defined in Section 302.5 for more than one (2) hours outside of regular 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 302.5 above, a further change of the employee's hours 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 according to the two workweeks, Company and Union may agree to rotate the assignment of employees therein, but in such event the overtime compensation herein provided for will not be paid to any employee for more than the first four workdays period worked outside of regular hours. (Amended 1-1-80)

(d) 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) The provisions of this Section are not applicable where:

(f) Such regular hours of work are changed by agreement between Company and Union.

In no other 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 a incorporated city. A incorporated area, a location where the board and lodging are within two road-miles of each other, and which is accessible by any reasonable means and 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 at an intermittent, emergency, or other time (c) when work must necessarily be performed to eliminate a hazard to life or property; or (d) when the Company foreman or 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 shall be changed, the time worked in excess of regular work hours except as provided below, shall be treated as the overtime for work performed in the regular lunch period and may eat their lunch on the premises.

Amend 302.14 REHIRE, as follows:

(a) A regular employee who is eligible for rehire and who has been laid-off for less than five working days at the time of layoff shall be entitled to preferential rehire on the basis of Company Service, provided that the laid-off employee shall have worked at least one year, and the employee has at least five years of Service shall be given less than ten working days' notice or four days' pay in lieu of notice. (Entire Section 8.4 amended 1-1-84)

(b) If it is impracticable for an employee who attends training classes to return to his regular headquarters or to his living quarters during the training period, Company shall, for the duration of the training assignment, provide him with board and lodging or, at its option, pay him the reasonable cost 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.]

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 hours 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, respectively

(b) The time worked in excess of 12 consecutive hours and continuing until the employee's dismissal from such work shall be paid at the rate of two times the employee's overtime rate for work performed outside his regular work hours or on a non-workday.

(c) The time worked in excess of eight hours of 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 for work performed 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 worked on the third scheduled day off. (Amended 1-1-80)

(d) Employees who work on the 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:

(1) 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 no more than five workdays scheduled.

(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 or classification 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 separate schedule shall be prepared 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 worked on the third scheduled day off. (Amended 1-1-80)

Title 8. VACATIONS

Amend 8.13 SCHEDULING, as follows:

(a) If it is impracticable for an employee who attends training classes to return to his regular headquarters or to his living quarters during the training period, Company shall, for the duration of the training assignment, provide him with board and lodging or, at its option, pay him the reasonable cost 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.]

Title 14. HOLIDAYS

Amend 14.4 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 period provided for in Section 8.2 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 time, Company shall, for the duration of the training assignment, provide him with board and lodging or, at its option, pay him the reasonable cost 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


C. Inclement Weather

1. Unchanged.
2. Unchanged.
3. Unchanged.

4. Unchanged.

5. Job Definition - Unchanged.

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

(i) Type I, II and III audits (vehicle inspection).

(ii) 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.

2. 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.

3. Unchanged.

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 II audits (vehicle inspection).

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

C. Inclement Weather

1. Unchanged.
2. Unchanged.
3. Unchanged.

4. Unchanged.

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, Denvau and Coast Divisions.

(b) Group II — 5.50 missed meters per 1,000 meters read for Coast Valleys, Delta, Ventura, and Skyline Divisions.

(c) Group III — 6.50 missed meters per 1,000 meters read for San Joaquin Valley Region and Colgate, Santa Maria Peninsula and San Gabriel Valley Region.

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 months as a Meter Reader. 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.

4. 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.

5. Job Definition — Unchanged.

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

(ii) 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.

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.

(ii) Type I, II and II audits (vehicle inspection).

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.

2. 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.

(ii) Type I, II and II audits (vehicle inspection).

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.

(ii) Type I, II and III audits (vehicle inspection).

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.

(ii) Type I, II and III audits (vehicle inspection).

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

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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.

(ii) Type I, II and III audits (vehicle inspection).

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.

(ii) Type I, II and III audits (vehicle inspection).

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.
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, 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.
(b) Fall/Winter (available entire year) = 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.
(d) Fall/Winter (available entire year) = 6:30 a.m. to 8:00 a.m.

2. Following are the starting time provisions for Senior Meter Readers:

(a) Meter Reader
(b) Meter Reader (Temporary Additional)
(c) Utility Clerk/Meter Reader (Senior Meter Reader)

(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 the other 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.
(c) If there is only one Senior Meter Reader in an office where Meter Readers have only meter reading responsibilities, the Senior Meter Reader will choose starting times.
(d) In Sacramento Division, a 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 earlier starting time selected by any Meter Reader.
(e) In no event will a Senior Meter Reader be required to report within 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.

1. Rerouting and Route Maintenance

(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 as required.
(d) Rerouting task-force (includes two or more Meter Readers/Senior Meter Readers plus supervisor/coordinator) to be used for major rerouting projects. Each group sign up in a Division will be established by the Company selects from a 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 scale of Senior Meter Reader on a one time only basis. That is, each Junior Meter Reader assigned to the task force, the 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 of 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.

2. Route Maintenance and Adjustment of Individual Routes

(a) At request of Meter Reader and/or supervisor. The Senior Meter Reader will not set the pace for the Meter Reader.
(b) 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.
(c) The Company will continue to improve rerouting and route maintenance systems will be accomplished by completing 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-
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 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 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 directional flow of traffic cannot be maintained or provisions made to accomplish the work through the use of barricades.

C. May perform the field paperwork for Gas service and distribution crew, including the handling of regulations, 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, hydraulammers 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.

**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 services, gas metering systems, plastic gas distribution systems and the operation of associated construction tools and equipment. A Fieldman 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 (Welding).

B. May supervise Electric T&D personnel in the installation of underground cable systems and plastic gas distribution systems. The crew foreman may perform hot tapping, tap eviction, and meter installation, limited to 600 volts or less provided special training has been provided.

C. 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.

**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 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 directional flow of traffic cannot be maintained or provisions made to accomplish the work through the use of barricades.

C. May perform the field paperwork for Gas service and distribution crew, including the handling of regulations, work orders, service tags, sketches and accident reports.

**PROPOSED JOB DEFINITION**
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, he must possess a Class I Driver's License. He must make welds, as required, and have a good working knowledge of safe rigging practices so he can be proficient in the use of all types of hand and power tools and in the operation of mechanized equipment associated with this work. He may be assigned to drive a truck; assists with the ground work and may be required to drive a [Sco-Cat to haul equipment and materials only.] on 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.

0140 CABLEMAN (San Francisco Division)

An employee who maintains street lights and electrifiers, 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 circuitry. This 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 practically or safely be accomplished by one or two-man units 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 lines where the highest voltages are involved.
   b. In primary lines where the work is in conjunction with a Lineman.
   c. Where the pole is over 45 feet in length, and
   d. Over 45 feet in length, or
   e. Under heavy or congested traffic conditions.

2. Perform any work which 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 switchgear and power transformer switching.

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

5. Perform wire stringing with special lift equipment, except where the two-man unit consists of two: at least one journeyman, or to perform such.

See NEXT PAGE
work above or below and parallel to energized primaries on the same pole line; or

2407 TELECOMMUNICATION CREW FOREMAN (XXX 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
2399(000) 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 (XXX TRV. TELECOMMUNICATION CREW FOREMAN)

An employee who, without direct supervision, is permanently assigned to and regularly performs installation, field testing and maintenance of communication 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 tele-metering 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

Same or Higher Classifications
0644 Technical Subforeman A (G.C.)
0645 Technical Subforeman B (G.C.)
0750 Elec. Maintenance Crew Foreman
2369 Communication Technician—Helms
2390(2393) Telecommunication Technician & (Un.) (XXX 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 tele-metering 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.

Resistant 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
2369 Communication Technician—Helms
2390(2393) Telecommunication Technician & (Un.) (XXX 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 may be considered capable of attaining Technician status and he must have a Radiotelephone Operator’s License or a Company-approved certification.

Next Lower Classifications
*0482 Appr. Electrician—Steam & (Un.)
*0483 Appr. Electrician—Materials
2406 Telecommunication Installer

Same or Higher Classifications
0459 Electrician (Helms)
0467(0484) Electrician & (Un.)—DCPP
0468(0485) Electrician—Steam & (Un.)
0469(0486) Electrician—Materials & (Un.)
0472(0489) Electrician & (Un.)
0477(0476) Trv. Electrician & (Un.)
An employee engaged in performing Electrician'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 Apprentice Electrician — Steam
*0483 Apprentice Electrician — Materials

Same or Higher Classifications

0459 Electrician — Helms
0466 Electrician — (G.C.) (Service Center)
0467(0484) Electrician — Electric Mte. & (Un.)
0469(0486) Electrician — Materials & (Un.)
0470(0489) Electrician — D.C. & (Un.)
0477(0476) Trv. Elec. & (Un.) — Steam
0479(0491) Trv. Elec. — D.C. & (Un.)
0750 Elec. Maintenance Crew Foreman

*0472 Electrician — D.C. & (Un.)

*0483 Appr. Electrician — Materials


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, 1968, 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 ELECTRICAL TECHNICIAN

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 impulse, 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.

Same or Higher Classifications

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

Note: 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.
CONTINUED

0925 Helper—Elec. Mtce.
2406 Telecommunication Installer
2140 Transformer Repairman

Same or Higher Classifications
0469(0484) Electrician—Elec. Mtce. & (Un.)
0467(0484) Electrician—Elec. Mtce. & (Un.)
0479(0491) Trv. Elec.—D.C. & (Un.)
0482 Appr. Electrician—Steam
0483 Appr. Electrician—Materials
0624 Labor Foreman
1139 Electrical Machinist—Helms
1140(1143) Electrical Machinist & (Un.)
2140 Transformer Repairman

1141 Apprentice 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 electrical and mechanical 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 skillfully and efficiently.

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 required to make 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
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.) [XXX 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.

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 required to make 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
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.) [XXX Trv.] (Com. Tech. & (Un.))
2400(2403) Electrical Technician & (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 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 Mechanic 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.)
0468(0485) Electrician—Steam & (Un.)
0469(0486) Electrician—Mats. & (Un.)
0472(0489) Electrician—DCPP & (Un.)
0477(0476) Trv. Electrician & (Un.)
0478(0491) Trv. Elec.—D.C. & (Un.)
0482 Appr. Electrician—Steam
0483 Appr. Electrician—Materials
0624 Labor Foreman
1139 Electrical Machinist—Helms
1140(1143) Electrical Machinist & (Un.)
2140 (2160) Rigger—Electrical Maintenance
2140 Rigger
2389 Communication Technician—Helms
2390(2393) Telecommunication Technician & (Un.) [XXX 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 as well as work 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.) [XXX Trv.] (Com. Tech. & (Un.))
2391 Appr. Telecommunication Technician
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—A & (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 Mechanic 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.)
2140 Rigger
2389 Communication Technician—Helms
2390(2393) Telecommunication Technician & (Un.) [XXX Trv.] (Com. Tech. & (Un.))
2391 Appr. Telecommunication Technician
2400(2403) Electrical Tech. & (Un.)
2401 Appr. Electrical Technician
2402 Electrical Technician—Helms
2407(XXXX) Telecommunication Crew Foreman (Trv.)
2630 Apprentice Welder

2407(XXXX) Telecommunication Crew Foreman (Trv.)
Amend Supplement to Physical Agreement — CRITICAL CLASSIFICATIONS, as follows:

1. 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 volunteered to transfer 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. However, if 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.”

Amend Labor Agreement Clarification - Title 202 - Hours, as follows:

Section II.F (paragraphs 4 and 5)
paragraphs 1 through 6 above may be established under the provisions of paragraphs 1A.4 of this clarification, but must be agreed upon between Company and Union before being placed in effect.

Section I.F (paragraphs 4 and 5)

(Furthermore, any such assignment shall be rearranged in increments of weeks on a pro rata basis 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 [Saturday] twice a month [in] 10 hour training class 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 is not on vacation or holiday for more than five days in the workweek involved or more than eight hours in a workday and further provided that the employee when applicable, is reestablished to the day shift for the entire workweek involved (78.4.A.4.POE.).)

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.

b. He has made other arrangements with his supervisor in advance (this will be limited to four separate arrangements per calendar year).

c. Whenever a Relief shift employee in the same or higher classification is not available, an employee may be scheduled to attend training class 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 is not on vacation or holiday for more than five days in the workweek involved or more than eight hours in a workday and further provided that the employee, when applicable, is reestablished to the day shift for the entire work week involved.


Company proposes to cancel the following letters of agreement:

Letter of Agreement 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 the application of Title 205 and 208.

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

2.05 AMOUNT OF COVERAGE AND COST — Last Paragraph

In addition to 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 decrease the amount of coverage to a lower level 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 be come effective, 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 while actively at work may have the coverage increased to the same level the participant was 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 an election by the employee that he is not eligible to receive benefits under Part B of this Plan. (The Administrator shall notify at 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 and who, within one calendar day of the return to active employment with an employer, re-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.

2.35 LONG-TERM DISABILITY BENEFIT PAYMENTS

A. 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 determinations.

C. Temporary Workers’ Compensation benefits and supplemental benefits for industrial injury any, for injuries occurring on or after July 1, 1977, any life insurance (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 "clipped" time rules for determining Service under this Plan for full-time employees 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 retirement date 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 any Service during which a Participant is disqualified by an election under the provisions of Title 202, 205, and 208.

C. Employees who are part-time employees at any time after January 1, 1986:

(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.

3.06 BASIC BENEFIT PENSION FORMULA

A. — Unchanged. Pension unchanged.

5. ADDITIONAL RETIREMENT INCOME

Each Participant shall upon retirement, in addition to the monthly pension benefits provided for in Section 3.03, be entitled to receive a maximum of 1.5% of each year of Service prior to retirement as increased by the A.L.I.C.E. formula (above) as a result of the Participant's average monthly income, as computed below, for temporary upgrades, traveling adjustments, shift premiums, Sunday premiums and premium earnings. This provision does not apply to any period of service before 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 premium earnings 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 amendment by dividing the applicable first year benefit per year of Service amount by the maximum Basic Weekly Pay applied to a Participant who retires in any years of the Contract term. The factor would be .05802 (83.56-X .8629). The monthly benefit per year of Service which can be multiplied by the Participant’s credited years of Service which will result in the Additional Monthly Retirement Income. (Amended 1/18/84)

Example (Added 1/18/84)

Temporary Straight Time Upgrades $ 600.00
Traveling Adjustments $ 0
Shift Premiums $ 83.977.76
Sunday Premiums $ 878.40
Unaccrued Premiums $ 8

1. Total $ 8,545.16
2. Weeks in Three Years $ 156
3. Average Premium Per Week $ 8 29.21
4. Current Factor X 0.05802
5. Monthly Benefit Per Year of Service $ 8 600
6. Participants Credits Years of Service (Assume 30) $ 180

See NEXT PAGE
**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.

**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 benefits provided under the provisions of Section 3.06A of the Internal Revenue Code of 1954 shall not increase in excess of the amount permitted under Section 415 of the Internal Revenue Code of 1945 as amended by the Tax Reform Act of 1980. As further amended by the Tax Reform Act of 1986. (Amended 1/1/84.)

A monthly amount equal to one 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.

**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 $2,000 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**

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 $7,000 per employee.

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 each year on the basis of Delta estimates for the following year based on experience to that date and trends.

<table>
<thead>
<tr>
<th>Plan Year</th>
<th>Premium Equivalents</th>
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<tbody>
<tr>
<td>1988</td>
<td>$1,000</td>
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<tr>
<td>1989</td>
<td>$1,100</td>
</tr>
<tr>
<td>1990</td>
<td>$1,200</td>
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</tbody>
</table>

(b) Vision Care

For the current term of this Agreement, the Employer shall pay the total amount necessary to provide vision care benefits for its regular full-time employees and their dependents. 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.

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 Plan's Retirement Plan at or beyond such employee's normal Retirement Date 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.

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>Basic Monthly Hours Worked</th>
<th>Employer Premium Equivalents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 60</td>
<td>1663 — 1248 &gt; 2 50%</td>
<td>$900</td>
</tr>
<tr>
<td>1247 — 832   &gt; 2 50%</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>831 — 416    &gt; 2 25%</td>
<td>$600</td>
<td></td>
</tr>
<tr>
<td>415 or less</td>
<td>&lt; 2 25%</td>
<td>$450</td>
</tr>
</tbody>
</table>

Retirees 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.
pany will contribute to the Health Plan or designated Health Maintenance Organization throughout the term of this Agreement.

Company Contributions

Retiree Only
(Company contributions to be computed in September 1987)

Retiree and one dependent

Retiree and two or more dependents

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 Plans, Dental Plan, Vision Plan, HMOs, and any other Plan(s) 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 12. Exhibits
The following Exhibits are attached hereto and made a part hereof:

Exhibit A—Dental Plan (California Dental Service)
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)
Exhibit H—Health Plan of the Redwoods (of Santa Rosa)
Exhibit I—Bay Pacific Health Plan, Inc. (of San Mateo & San Francisco)
Exhibit K—LifeGuard (of San Jose)
Exhibit L—Healts Plan (for East Bay Division)
Exhibit M—Health Net (for Bakersfield area)
Exhibit N—Health Plan of America

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.

To order: Clip and fill out the handy order form, and mail it with a check payable to IBEW Local 1245, 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.

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<th>Qty</th>
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<th>Cost</th>
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<td>Jacket, yellow emblem, snap front, light-weight lining, X-Lg only</td>
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<tr>
<td></td>
<td>Jacket, full-color emblem, snap front, light-weight lining, Chos size</td>
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<tr>
<td></td>
<td>Black hat, full-color emblem</td>
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<tr>
<td></td>
<td>Lineman, gold-pie, tie-back back</td>
<td>$3.00</td>
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<tr>
<td></td>
<td>Large 8&quot; plastic, full-color, adhesive-backed Local Union emblem decal</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

Please include your mailing information:

Name ____________________________
Address __________________________
City ____________________________ State __________ Zip ____________

IBEW 1245 UTILITY REPORTER/JULY 1987 39
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 Saxenmeier, Sam Tamimi and Corb Wheeler. Assistant Business Manager Manny Mederos met with the Stewards in the morning where he outlined General Bargaining activity.


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.

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-benchmark 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.

IN MEMORIAM

Floyd Kenneth Brown
January 17, 1944

June 24, 1987

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END OF PAGE ONE

IBEW LOCAL 1245 GOLF TOURNAMENT

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September 19, 1987

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(Foursomes are not necessary)

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<td>Address</td>
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<td>Address</td>
</tr>
</tbody>
</table>

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