

**AGREEMENT
APPLYING TO
OFFICE AND CLERICAL EMPLOYEES**

between

PACIFIC GAS AND ELECTRIC COMPANY

and

**LOCAL UNION NO. 1245
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

Affiliated with

**AMERICAN FEDERATION OF LABOR
CONGRESS OF INDUSTRIAL ORGANIZATIONS**

EFFECTIVE JANUARY 1, 2016

TABLE OF CONTENTS

TITLE	PAGE
TITLE 1. PREAMBLE	1
TITLE 2. RECOGNITION	2
TITLE 3. CONTINUITY OF SERVICE	3
TITLE 4. UNION SECURITY	4
TITLE 5. UNION ACTIVITY	5
TITLE 6. LEAVE OF ABSENCE	5
TITLE 7. SICK LEAVE	9
TITLE 8. VACATIONS	12
TITLE 9. GRIEVANCE PROCEDURE	16
TITLE 10. HOURS OF WORK	24
TITLE 11. PREMIUM PAY	25
TITLE 12. OVERTIME	27
TITLE 13. WAGES	30
TITLE 14. HOLIDAYS	32
TITLE 15. EXPENSES	34
TITLE 16. MEALS	36
TITLE 17. STATUS	38
TITLE 18. JOB BIDDING, PROMOTION AND TRANSFER	42
TITLE 19. DEMOTION AND LAYOFF PROCEDURE	50
TITLE 20. SAFETY	58
TITLE 21. LABOR-MANAGEMENT COOPERATION	61
TITLE 22. INTERIM NEGOTIATIONS	62
TITLE 23. SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY	62
TITLE 24. MANAGEMENT OF COMPANY AND MISCELLANEOUS	63
TITLE 25. TERM	64
EXHIBITS	
A. Clerical Lines of Progression	68
B. Tuition Refund Program	123
D. Letter Agreement 87-165-PGE Productivity Enhance Committee	126
F. Schedule of Wage Rates	128
G. Classification of Employees Subject to Provisions of Section 10.6	133
H. Utilization of Intermittent Employee	133
I. Addendum to Title 19. Demotion and Layoff Procedure	134
J. Letter Agreement 91-99 Appointment Due to Urgent Necessity	135
K. Severance	136

SUPPLEMENTS

Supplement to Title 16 Meals: Comparable Substitute for Usual and Average Meals 142
Supplement to Title 18 – Bidding Units..... 143
Supplement to Title 19 – Demotion Units 146

This Agreement dated July 1, 1953 has been amended on the following dates:

September 1, 1953	July 1, 1969
September 1, 1954	July 1, 1970
January 1, 1955	January 1, 1971
July 1, 1956	July 1, 1971
October 1, 1956	July 1, 1972
January 1, 1957	April 1, 1973
July 1, 1957	January 1, 1974
January 1, 1958	July 1, 1974
July 1, 1958	January 1, 1975
July 1, 1959	January 1, 1977
July 1, 1960	January 1, 1978
July 1, 1961	December 1, 1978
July 1, 1962	January 1, 1980
July 1, 1963	January 1, 1983
January 1, 1964	January 1, 1984
July 1, 1964	January 1, 1988
July 1, 1965	January 1, 1991
July 1, 1966	January 1, 1994
July 1, 1967	January 1, 1997
September 24, 1967	January 1, 2000
January 1, 1968	June 1, 2003
July 1, 1968	January 1, 2009
January 1, 2011	<i>January 1, 2016</i>



Robert Joga
Senior Director and
Chief Negotiator
Labor Relations

375 North Wiget Lane
Suite 130
Walnut Creek, CA 94598
Tel (925) 974-4461
Fax (925) 974-4245

November 1, 2016

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Dalzell:

This letter and its attachments will confirm the table agreement reached by the Company's Negotiating Committee and the Union's Negotiating Committee with respect to the IBEW Clerical Agreement and the Benefits Agreement ("Benefit Agreement").

Ratification Vote

The Company's GWI, Working Conditions, and Benefits proposals are dependent upon ratification of both the Clerical and Benefits Agreement. Implementation of the GWI, working conditions and benefits changes will not occur until both the Clerical Agreement and Benefits Agreement are ratified.

Term

The Clerical Agreement and Benefit Agreement each will have a four-year term of January 1, 2016 through December 31, 2019.

Wages

If this agreement is ratified, employees who are on the active payroll on the ratification date of this agreement will receive payment equal to the amount they would have received if a 3% general wage increase had been implemented on January 1, 2016. This payment will be made on two separate checks. The Company's agreement to provide this payment is contingent upon ratification of this settlement. This payment will be included in covered compensation for the purposes of the Savings Fund Plan and Retirement Plan for employees who retired in 2016 and will not be included for any other benefit plan purposes. The 3% general increase for 2016 will be included in wage rates before applying the 3.0% general wage increase for 2017.

Employees who have retired since February 1, 2016, will receive a retroactive pay increase and pension recalculation as soon as administratively possible.

In addition, the Company will grant a general increase using normal rounding of 3.0 percent (3.0%) effective January 1, 2017; 3.25 percent (3.25%) effective January 1, 2018; and 3.25 percent (3.25%) effective January 1, 2019.

Voluntary Disability Insurance and Voluntary Paid Family Leave Program Design

All terms in this subparagraph shall be effective on January 1, 2018.

1. The Company intends to apply to the State of California to implement a Voluntary Disability Insurance Plan (the "Voluntary Plan") that provides a weekly benefit of either 60% of an employee's basic wage rate (55% for Hiring Hall, Temporary Additional, non-regular status intermittent employees) on the date of disability or 55% of subject wages up to the maximum amount prescribed by the State of California, whichever is greater. The details of the proposed Voluntary Plan will be consistent with the terms of this agreement and a draft summary is attached hereto as an Exhibit; the final draft of the plan is subject to approval by the Union only to determine if it is consistent with this agreement.
2. The Union and its members agree and affirmatively acknowledge that the ratification of the Collective Bargaining Agreement shall constitute 100% approval of its membership for purposes of demonstrating consent and approval of the plan pursuant to the State of California Employment Development Department, requirements. If a Voluntary Disability Insurance Plan is established in accordance with State law then all Voluntary Disability Insurance Plan benefits shall be in accordance with the Voluntary Plan to extent permitted by law upon the effective date of the Voluntary Plan (the "Voluntary Plan Effective Date").
3. The Company will establish a new Long Term Disability (LTD) Plan IV. The Plan Document will be the governing document. The final draft of the document is subject to approval by the Union only to determine if it is consistent with this agreement.
4. Employees on Long Term Disability (LTD) Plan III have the option to elect the applicable provisions of Section 7.10(b) or 7.10(d) in the event they return to work.

The Summary of Benefits Handbook, Clerical Agreement, and any other impacted letters of agreement will be revised consistent with these changes.

Long Term Disability Adjustment

Company will provide a 4% adjustment to the LTD benefit of employees currently in Plan I, II or III who have been on LTD for at least five years as of the implementation date.

Joint Oversight Committee

A joint oversight committee will be established to oversee the implementation of the Voluntary Disability Insurance Plan, Paid Family Leave Plan, Long Term Disability Plan IV and Return to Work agreement. The committee shall have the authority to make recommendations to the Company's Chief Negotiator and the Union Business Manager pertaining to:

- Contractual impacts that may result from this agreement.
- Quarterly review of employees who may become eligible for LTD Plan IV and Stay at Work/Return to Work benefits. In an effort to create opportunities to Stay at Work or Return to Work, the joint oversight committee may recommend current job vacancies and/or recommend newly created positions on a case-by-case basis.
- The third party administrator for the Short-Term Disability/Paid Family Leave benefits.

Cooperation

Safety

The Company and Union agree that nothing is more important than the safety of PG&E employees, contractors, and the public. In order to improve and sustain the safety culture at PG&E, it will be imperative that the parties jointly cooperate on this issue. Therefore, the parties have agreed to establish a Safety Partnership Committee that will develop a clear charter focused on how the Company and Union can partner to create and execute safety initiatives. The Safety Partnership Committee shall consist of an equal number of employees that will be appointed by the Company and the Union respectively.

Competitive Challenges

The parties recognize that the utility landscape is changing due to changing energy policies and competition, especially in California. The political and regulatory challenges will require both parties' efforts to combat many obstacles on the horizon. To meet these challenges, PG&E must be safe and reliable and affordable to establish itself as the provider of choice for our customers. However, to further position PG&E and its employees for a successful future, it is in the parties mutual interest to work together to address the reality that our customers' choices continue to grow. Therefore, the parties have also agreed to establish a Strategic Opportunities Committee that will be charged with finding opportunities to partner and face the competitive challenges in our industry. The Strategic Opportunities Committee shall consist of an equal number of employees appointed by the Company and Union respectively.

Ad Hoc Committees

The parties agreed to establish the following ad hoc committees consistent with Title 22 of the Clerical Agreement:

- Overtime provisions of Title 12
- Items which were discussed by the parties in subcommittees during general negotiations

Re-Opener for PG&E Retiree Benefits

The parties agree to re-open negotiations in 2017 to discuss the retiree benefits for PG&E Retirees.

Board Approval and IBEW Membership Ratification

The tentative agreement reached for the general wage increase and Benefits are subject to approval by the PG&E Corporation Compensation Committee and collective ratification by both the IBEW Physical and Clerical bargaining units.

Effective Date

The changes made in the Table Settlement for the Clerical Agreement and the Benefits Agreement will have an effective date as noted herein.

Attached are amended Contract sections as agreed to during the negotiations, as follows:

- A. Clerical Agreement Amendments
- B. Benefits Agreement (includes Voluntary Disability Insurance Plan, Voluntary Paid Family Leave Plan and Long Term Disability)

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

Sincerely,

PACIFIC GAS & ELECTRIC COMPANY

By: *s/Robert Joga*
Robert Joga
Senior Director and Chief Negotiator

The Union is in agreement with this letter and its attachments.

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

November 1, 2016

By: *s/Tom Dalzell*
Tom Dalzell
Business Manager

AGREEMENT

This Agreement made and entered into this first day of July, 1953, by and between Pacific Gas and Electric Company, hereinafter referred to as Company, and Local Union No. 1245 of International Brotherhood of Electrical Workers, (affiliated with the American Federation of Labor-Congress of Industrial Organizations), hereinafter referred to as Union,

WITNESSETH that:

WHEREAS the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that Company, Union and the general public may benefit therefrom, and to establish wages, hours and working conditions for certain hereinafter designated employees of Company,

NOW, THEREFORE, the parties hereto do agree as follows:

TITLE 1. PREAMBLE

1.1 PRINCIPLES

The parties recognize that the free private enterprise system in the United States has produced the highest standard of living anywhere in the world, and they hereby confirm their adherence to, and belief in, that system. In accordance with such belief the parties support the principle of private ownership of public utilities under enlightened regulation by public authority. Further, the parties support the principles of collective bargaining and self-organization.

1.2 NON-DISCRIMINATION

It is the policy of Company and Union not to discriminate, harass or allow the harassment of an employee or applicant for employment on the basis of race, color, religion, age (40 and over), sex, national origin, ancestry, physical or mental disability, medical condition, veteran status, marital status, pregnancy, sexual orientation, gender identity, registered domestic partner status, a request for family medical leave, any other category or status protected by law, or any other non-job related factor. (Amended 1-1-09)

1.3 SECTION TITLES

Section Titles in this Agreement are for identification purposes only and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any Section. (Added 1-1-80)

1.4 NEUTRAL GENDER

Any changes to contract language made as a result of the ratification of the Physical and Clerical Agreements effective on 1-1-88 and not changed in the contract language effective 1-1-88 were changed in the contract language effective 1-1-91. Changes made to the contract sections, effective 1-1-91 are not intended to change the context of the language other than to neutralize the gender. (Added 1-1-91)

1.5 DIVISION

In acknowledgement of a review by Company and Union of those areas of the contract where the word "Division" is still present, "Division" will be considered to represent an area designated as a "Division" by the Company, with Union reserving its right to have the geographic boundary remain intact, utilizing the Supplement to Title 19. (Added 1-1-91)

1.6 All language printed in italics indicates new language from previous printing of the contract. (Added 1-1-91)

1.7 REGION

The use of the word "Region" or "Regional" as used in the contract shall represent the geographical area that was in effect in 1992. See Supplement to Section 1.7.

TITLE 2. RECOGNITION

2.1 RECOGNITION

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

- Materials Distribution (except General Office)
- Computer Operations
- Design-Drafting
- Construction Accounting (VP Controllers)
- Corporate Accounting (except the Accounting Research and Analysis Section) (VP Controllers)
- Customer Accounting (VP Measure Bill and Collect)
- Payment Accounting (VP Controllers)
- Accounting Data Control Section (VP Controllers)
- Gas System Maintenance & Technical Services/Gas System Operations
- Mail Processing Center
- Reprographics Section (20-RC-14824)
- Maintenance and Operations and Garage of the Building and Land Services Department
- Gas Chart Office (32-RC-650) - Gas Measurement and Production.
- Engineering and Planning (20-RC - 17475) - Distribution

(Amended 6-1-03)

The foregoing applies to areas and Departments for whom the National Labor Relations Board has certified Union as such representative; excluding supervisors, confidential employees, and all other employees in Company's General Office. Whenever the word "Division" or "Region" is used hereinafter, it may be construed to apply to Departments herein above enumerated, provided the context makes such application reasonable. (Amended 1-1-94)

2.2 APPLICABILITY

The provisions of this Agreement shall be limited in their application to employees of Company in the bargaining unit described in Section 2.1. Wherever the words "employee" and "employees" are used in this Agreement they shall, unless otherwise noted, be construed to refer only to the employees described in Section 2.1 for whom Union is the exclusive collective bargaining representative. The respective obligations of the parties herein shall be operative only insofar as Union acts in the capacity of exclusive collective bargaining representative of said employees.

2.3 SUCCESSOR (Added 1-1-00)

(a) (1) Any parent or affiliated company of the Pacific Gas and Electric Company that acquires any property or facility at which employees covered by this Agreement have regularly assigned jobs ("Affiliated Acquiring Entity") shall offer employment to all such covered employees, up to the number of such employees that the Affiliated Acquiring Entity determines are necessary to operate the property or facility, under the terms and conditions contained in this Agreement except as to those specific benefits that the Affiliated Acquiring Entity cannot offer. For such benefits, the Affiliated Acquiring Entity shall offer alternate benefits of comparable value and coverage.

Any employee covered by this Agreement with a regularly assigned job who receives an offer of equivalent employment from the Affiliated Acquiring Entity at the employee's current regular headquarters or a headquarters that is within 45 road miles or 60 minutes automotive travel time from the employee's current residence, or equal to the employee's current regular commute if the employee's current regular commute exceeds these limits, shall not be eligible to participate in the severance program described in Exhibit XIV (Severance) of this Agreement. (Added 6-1-03)

Any employee covered by this Agreement with a regularly assigned job who receives an offer of employment by the Affiliated Acquiring Entity shall remain eligible to participate in the Demotion and Layoff Procedure under Title 19 of this Agreement. (Added 6-1-03)

(a) (2) In addition to the obligation to offer employment as required in (a) (1) above, an Affiliated Acquiring Entity shall adopt this agreement or alternate terms and conditions of employment mutually acceptable to the Affiliated Acquiring Entity and Union.

(b) (1) An entity not affiliated with Pacific Gas and Electric Company that acquires any property or facility at which employees covered by this Agreement have regularly assigned jobs ("Non-affiliated Acquiring Entity") shall offer employment to covered employees, up to the number of such employees that the Non-affiliated Acquiring Entity determines are necessary to operate the property or facility, at the terms and conditions contained in this Agreement; except as to those specific benefits that the Non-affiliated Acquiring Entity cannot offer. For such benefits, the Non-affiliated Acquiring Entity shall offer alternate benefits of comparable value and coverage.

(b) (2) In addition to the obligation to offer employment as required in (b) (1) above, the Non-Affiliated Acquiring Entity shall maintain the same or comparable terms and conditions of employment applicable to covered employees hired by the Non-Affiliated Acquiring Entity for a period that is not less than the unexpired term of this Agreement that is in effect as of the date such employees are hired by the Non-Affiliated Acquiring Entity.

(c) This section shall only apply to an acquiring entity that intends to operate the property or facility in the same or substantially the same manner as the Pacific Gas and Electric Company operates the property or facility immediately prior to its acquisition.

(d) The Pacific Gas and Electric Company shall include the obligations set forth in sections (a) or (b) above in any transfer or sale agreement, as provided in section (a) or (b) above, with an acquiring entity of its property or facility. For any property or facility that is subject to Public Utilities Code section 363, the obligations set forth in sections (a) or (b) shall commence at the end of the applicable operating and maintenance period. The only claim the Union may have against Company under this section is for the Company's failure to include in the transfer or sale agreement the obligation set forth in Section (a) or (b) above.

TITLE 3. CONTINUITY OF SERVICE

3.1 Company is engaged in rendering public utility services to the public, and Union and Company recognize that there is an obligation on each party for the continuous rendition and availability of such services.

3.2 The duties performed by employees of Company as part of their employment pertain to and are essential to the operation of a public utility and the welfare of the public dependent thereon. During the term of this Agreement employees shall not partially or totally abstain from the performance of their duties for Company including to support a strike or labor action initiated by another union or a strike or labor action taken by a separate bargaining unit of the same union. Union shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities, and Company shall not cause any lockout. (Amended 1-1-11)

3.3 Employees who are members of Union shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of Company and its service to the public, and shall cooperate in

promoting and advancing the welfare of Company and in preserving the continuity of its service to the public at all times.

3.4 Company and Union shall cooperate in promoting harmony and efficiency among Company employees.

TITLE 4. UNION SECURITY

4.1 AGENCY SHOP

(a) Thirty days after being employed, every employee covered by this Agreement shall, as a condition of employment: (1) become a member of the Union; or (2) in the alternative, an employee must tender a registration fee to the Union in such an amount as the Union may prescribe (but in no event to exceed the initiation fee required of Union members), and shall tender, monthly, an agency fee as established by the Union in an amount not to exceed the amount of the monthly dues and per capita fees required of BA members in their base wage rates; except that (Amended 1-1-91)

(b) Any employee of Company in a classification represented by Union and who, on December 1, 1970, was an employee and was not a member of the Union, and who remains an employee continuously after December 1, 1970, is exempt from the provisions of Subsection 4.1(a) unless he or she becomes a member of Union.

(c) Any non-bargaining unit employee who is placed in a classification represented by Union shall, as a condition of employment, within 30 days comply with the provisions of Subsection (a) above. (Section amended 1-1-80)

(d) Any bargaining unit employee who is temporarily placed in a non-bargaining unit classification shall continue to be subject to the provisions of Subsection (a) above, for the duration of such temporary assignment. (Added 1-1-91)

(e) Once each month, Company shall provide to Union a list of employees in bargaining unit classifications who did not tender dues or an agency fee to Union during the preceding 30 day period. (Added 1-1-91)

4.2 PAYMENT OF UNION DUES

Any employee who is or who becomes a member of Union shall, as a condition of employment, tender to the Union periodic dues uniformly required by Union as a condition of acquiring or retaining membership.

4.3 CHECKOFF OF DUES

Company shall deduct from wages and pay over to the proper officers of Union the membership dues of any member of Union or agency fees of any other employee as provided for in Subsection 4.1(a) who individually and voluntarily authorizes such deductions in writing. The form of checkoff authorization shall be approved by Company and Union. (Amended 1-1-83)

4.4 TERMINATION FOR NON-PAYMENT OF DUES

Upon written request from the Union, the Company shall, within 21 calendar days, terminate the employment of any employee who fails to comply with the requirements of this Title.

4.5 GRIEVANCES

If any dispute arises under the provisions of this Title it shall be referred directly to the appropriate Local Investigating Committee for determination under the grievance procedure provided for in this Agreement.

4.6 (Deleted 1-1-80)

TITLE 5. UNION ACTIVITY

5.1 BULLETIN BOARDS

Union may use one-half of Company's regular bulletin boards and Company shall designate by lettering thereon or otherwise the portion of each bulletin board which shall be reserved for use by Union. Company shall erect additional bulletin boards in any location where it may be found that existing bulletin boards are not adequate.

5.2 LIMITS ON USE OF BULLETIN BOARDS

Union's use of bulletin boards shall be limited to the posting thereon of official notices of meetings and similar matters relating to official Union business and its relationship with Company. Union shall not post thereon any matter derogatory to Company or to its customers.

5.3 NON-DISCRIMINATION

Company shall not discriminate against any employee because of membership in Union or activity on behalf of Union. (Amended 1-1-91)

5.4 REPRESENTATIVES OF UNION

At Union's request Company shall authorize any representative of Union to enter any Company properties on which employees represented by Union are employed. Such authorization shall be for the purpose of enabling such representative to transact Union business other than the solicitation of employees to join Union or the collection of dues, and it shall not be used in any manner which will interfere with the work of any employee.

5.5 CONFIDENTIAL INFORMATION

Union shall not require or request an employee to divulge to it or its representatives any matter concerning Company's operations or interests which Company regards as confidential.

5.6 NEW EMPLOYEE INFORMATION

Company's local Labor Relations Representatives shall, notify the designated local Shop Steward or Representative of Union, in writing, of the reporting for duty of new bargaining unit employees within thirty days. Upon said notification, the parties may schedule necessary paid time (not to exceed one-half hour) and facilities for Union to provide orientation information regarding the obligations and benefits of Union membership. In addition, Company will include a one-page document, as submitted by Union, in the customary new employee orientation information package. Such document or discussion shall not include any matters derogatory to the Company and its customers. (Amended 8-15-17)

TITLE 6. LEAVE OF ABSENCE

6.1 ELIGIBILITY

"Leave of absence" without pay shall be granted to regular employees, under the conditions set forth in this Title for urgent or substantial personal reasons, provided that adequate arrangements can be made to take care of the employee's duties without undue interference, or if required by law, undue hardship, with the normal routine of work. A "leave" will not be granted if the purpose for which it is requested may lead to the employee's resignation. For the purpose of this Agreement the terms "leave of absence" and "leave" signify absence without pay for periods in excess of ten consecutive workdays. In the computation of the length of a "leave of absence" there shall not be included any time the employee is absent with pay. Absences without pay for ten consecutive workdays or less shall also be authorized under these provisions. (Amended 1-1-09)

In addition to the provisions of this Title, it is the intent of the parties to include leave benefits as mandated by State and Federal law, including the California Family Rights Act of 1991, *the California Pregnancy Disability Leave* and the Federal Family and Medical Leave Act of 1993. *Leaves under state and federal laws shall not exceed the time provided under the applicable statute and will not be extended as a leave under 6.2 under any circumstance.* (Amended 1-1-16)

Effective 1/1/18, a regular employee who is absent and approved under the Voluntary Disability Insurance Plan or Voluntary Paid Family Leave Plan shall concurrently be on an authorized "leave of absence" in accordance with 6.2. (Added 1-1-16)

All leave time runs concurrently with and does not extend the maximum period of leave to which the employee may be entitled under the California Family Rights Act, California Pregnancy Disability Leave or Federal Family and Medical Leave Act. (Added 1-1-16)

6.2 PERIODS OF LEAVE

(a) The Company may grant a "leave of absence" without pay to a regular employee for a period not in excess of six consecutive months. It may grant an additional "leave of absence" without pay to such employees if personal circumstances and service to the Company warrant the granting thereof or as otherwise required by applicable law. Except as provided in Sections 6.6 and 6.8, a "leave of absence" will not be granted which, together with the last "leave" or "leaves" granted, will exceed twelve consecutive months. (Amended 1-1-09)

(b) **Child Care Leave:** A regular employee who has become a parent by the birth or adoption of a child, or *foster placement* of a child shall be entitled to an unpaid "leave of absence" for a period not to exceed six consecutive months, without reference to urgent and substantial personal reasons to care for such newborn, *foster* or adopted child. When an employee who was granted a leave for child care applies for reinstatement the employee will be returned to the employee's former classification and headquarters which the employee vacated. (Amended 1-1-16)

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

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

(c) *If an employee has become a legal guardian the Company may, at its discretion, grant a "leave of absence" pursuant 6.1 above.* (Added 1-1-16)

6.3 COMMENCE AND END

A "leave" shall commence on and include the first workday on which the employee is absent without pay, and terminate with and include the workday preceding the day such employee returns to work. The conditions under which an employee shall be restored to employment on the termination of the employee's "leave of absence" shall be clearly stated on the form on which application for the "leave" is made. (Amended 1-1-91)

6.4 STATUS

An employee's status as a regular employee shall not be impaired by a "leave of absence."

6.5 TERMINATION OF SERVICE

If an employee fails to return immediately on the expiration of the employee's "leave of absence," or if such employee accepts other employment while on "leave," except as provided in Section 6.6, or makes application for

unemployment benefits under the California Unemployment Insurance Act while on "leave," such employee shall there by forfeit the "leave of absence," and terminate Service with Company. (Amended 1-1-91)

6.6 UNION LEAVE OF ABSENCE

Subject to the provisions of Section 6.1 Company shall at request of Union grant a "leave of absence" without pay to any employee for the purpose of engaging in Union business. Such "leave" shall be for a period or periods not to exceed a total of 72 consecutive months. An employee who has returned to work for Company following an absence on "leave" for Union business in excess of six months shall not be granted another such "leave" until such employee has worked for a period equivalent to the time of the last continuous absence on "leave" for Union business. (Amended 1-1-09)

6.7 RETURN FROM UNION LEAVE OF ABSENCE

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

(a) Such employee may elect to displace another employee, or, if Company offers an assignment to a job vacancy on which another employee with longer Service does not have a prebid, the employee may elect to accept it.

(b) If such employee accepts such assignment, the location of such job shall thereupon become the regular headquarters. If there is no vacancy to which the employee can be assigned or elects not to accept an assignment to an existing job vacancy, placement in the Company shall be governed by Title 19.

(c) If the employee elects to displace another employee, he/she shall displace that employee in his/her former Bidding Unit or Department and classification who entered such classification during the period of the "leave of absence" and who has the least Service. If such displacement cannot be effected, the employee shall displace that employee in such Bidding Unit or Department and classification who has the least Service, except that the employee may not displace an employee whose Service is equal to or exceeds his/her own. If the last mentioned displacement cannot be effected, placement in the Company shall be governed by Title 19, and the job headquarters shall be the same as it was when the "leave of absence" was granted.

(Entire Section Amended 1-1-91)

6.8 MILITARY LEAVE OF ABSENCE

An employee who leaves employment with Company to enter the military service or other service where reemployment rights are protected by law will be granted a "leave of absence" under the provisions of Sections 6.1 to 6.5, inclusive. Upon qualifying for reemployment under any such law, and being reemployed the employee will be granted a further retroactive "leave of absence" to cover the balance of the absence. (Amended 1-1-91)

Eligible employees who engage in military service or who are eligible family members of military personnel are entitled to time off consistent with federal and state law. (Added 1-1-09)

6.9 FUNERAL LEAVE

(a) A regular employee will be granted up to three days off with pay if a member of the immediate family dies. Unused vacation or floating holidays may be granted to extend an employee's funeral leave beyond the three days provided for above or personal time off without pay for the time needed will be granted. The immediate family shall be limited to: an employee's spouse or employee's registered domestic partner, parent, grandparent, grandparent-in-law or grandparent of employee's registered domestic partner, parent-in-law or parent of employee's registered domestic partner, child or child of employee's registered domestic partner, grandchild, son-in-law,

daughter-in-law, stepchild, brothers, sisters, half-brothers and half-sisters, step-brothers, step-sisters, foster parents, step-parents, aunts, uncles, or an individual who was a member of the employee's immediate household at the time of death. (Amended 1-1-09 and 1-1-11)

(b) Consistent with the Company's operational needs, a regular employee may be granted the time off with pay necessary to attend the funerals of other persons the employee may be reasonably deemed to owe respect, but not to exceed one day.

(c) Employees who have not attained regular status will be allowed time off without pay as provided for in (a) and (b) above.

6.10 JURY DUTY

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

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

(b) Employees who have not attained regular status will be allowed time off without pay subject to the other provisions of (a) above.

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

6.11 WITNESSES

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

(a) Employees who are required to appear as witnesses on behalf of Company will be treated with respect to the provisions of this Agreement as though they were employed in their customary work.

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

(c) Following dismissal of the employee-witness by the court or administrative agency on any workday before the end of the employee's regular work hours, the employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work. (Amended 1-1-91)

(d) In all other instances, an employee who has been subpoenaed as a witness in any matter not provided for above will be excused from work, without pay, for the time necessary for such administrative or court appearance.

6.12 ADOPTION

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

TITLE 7. SICK LEAVE

7.1 QUALIFICATION AND RATE OF COMPENSATION

After completing one year of Service and for each year of Service thereafter, a regular employee shall be allowed sick leave with pay for a total of 80 hours per calendar year. A regular part-time or intermittent employee shall be allowed sick leave with pay for such portion of 80 hours per calendar year as the ratio of straight-time hours worked in a year to 2,080 hours. Current sick leave will not be credited unless the employee first performs services in the new year. (Amended 1-1-09)

7.2 ACCUMULATION

A regular employee, in addition to the annual sick leave allowed under the provisions of Section 7.1, shall be allowed further sick leave with pay which shall not exceed the total of unused annual sick leave in the eight years immediately preceding. (Amended 1-1-91)

7.3 ADDITIONAL SICK LEAVE AFTER 10 YEARS

In the calendar year in which Company anticipates that an employee may attain ten years of Service and in any calendar year thereafter, an employee whose sick leave record qualifies the employee in accordance with the formula shown below shall, upon exhausting his/her accumulated and current sick leave, be allowed additional sick leave, if needed, not to exceed 160 hours in such calendar year. (Amended 1-1-91)

(a) For each of the preceding eight calendar years, calculate the employee's annual sick leave accrual by subtracting from 80 hours each year the hours (not exceeding 80 hours) of sick leave used in such year. (Amended 1-1-91)

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

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

(d) Once the employee has qualified for such additional allowance, such additional allowance shall be renewed in full on the first day of each succeeding calendar year.

7.4 ADDITIONAL SICK LEAVE AFTER 20 YEARS

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

7.5 (Deleted 1-1-09)

7.6 HOURLY INCREMENTS

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

7.7 HOLIDAYS

If a holiday occurs on a workday during the time an employee is absent on sick leave with pay, the employee shall receive pay for the holiday as such; and it shall not be counted as a day of sick leave. (Amended 1-1-91)

7.8 ABUSE

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

7.9 TERMINATION DUE TO PHYSICAL DISABILITY

If a regular employee is required permanently to leave the service of Company because of physical disability, the employee shall, on termination of employment, be entitled to an allowance which shall be the equivalent of the sick leave to which the employee would be entitled under the provisions of Sections 7.1, 7.2, 7.3, and 7.4. (Amended 1-1-91)

7.10 PLACEMENT OF PARTIALLY DISABLED EMPLOYEES

(a) Except as provided in Section 23.2, if an employee's health or physical ability becomes impaired to such an extent that he/she cannot perform the work of his/her classification, Company shall, if practical to do so, give such employee light work within his/her ability to perform for which he/she shall be compensated at the rate of pay established for such work. (Amended 1-1-91)

(b) In the event an employee is disabled due to injury or illness, *is not returning from Long-Term Disability Plan IV* and is returned to active payroll in a physical or clerical classification or is assigned to a classification designed for the employee with the prior written agreement of Union, the employee shall be paid in accordance with the following formula: (Effective 1-1-18)

(1) If the employee is returned to the classification held before the disability occurred, the rate of pay for such classification, or

(2) If the employee has less than ten years of service at the time of the employee's disability, the rate of pay of the classification to which assigned, or

(3) If the employee has ten or more years of service at the time of his or her disability: The rate of pay of the classification to which assigned plus four percent per year of service (but not over 100 percent) times the difference between such rate of pay and the rate of pay of the employee's regular classification immediately prior to the injury or illness which caused the employee's disability.

An employee who returns to active payroll at a rate of pay calculated as in (3) above shall be limited to 50 percent of any general wage increase until such time as the partially disabled employee is receiving a rate of pay equal to the rate of the classification to which such employee is assigned. In no case will a partially disabled employee who is placed on the active payroll be paid less than 110 percent of such employee's current LTD rate of pay. (Added 1-1-83)

(c) An employee who is disabled due to injury or illness who is able to return to active payroll and the classification held prior to such disability but is assigned to a classification with a lower rate of pay shall be entitled to the provisions as described above until such time as the employee is returned to his/her former status on an accelerated basis as provided in Section 19.9 of the Clerical Agreement. (Amended 1-1-91)

(d) *In the event the employee is returned from Long Term Disability Plan IV to a different position that is at a lower than their pre-disability rate of pay, the employee will receive full wage protection for up to five (5) years but will receive no General Wage Increases (GWIs), unless and until such time as the new wage rate for the new position exceeds the prior position's wage protected rate. (Effective 1-1-18)*

7.11 (Deleted 1-1-97)

7.12 (Deleted 1-1-97)

7.13 TIME CARD UPGRADE

The sick leave pay of an employee who works in other than his/her regular classification on a time card basis shall be based on the rate of pay of the regular classification. (Amended 1-1-91)

7.14 UPGRADE OTHER THAN TIME CARD

If an employee who is temporarily upgraded other than on a time card basis is absent by reason of illness or disability, the sick leave pay for such absence shall be based on the rate of pay of the job to which the employee is temporarily upgraded. (Amended 1-1-91)

7.15 RETURN FROM LTD

By written agreement between the Company and the Union and on an individual basis, an employee who qualified for and received benefits under provisions of the Long-Term Disability Plan of the Benefit Agreement between the Company and the Union may be returned to active service.

7.16 FAMILY SICK LEAVE (Added 1-1-00)

(a) In any calendar year, a regular full time employee shall be permitted to use the employee's current available sick leave benefits, up to 40 hours in the calendar year, to attend to an illness of a *family member* of the employee *in accordance with California Sick Leave law*. A regular part-time or a regular intermittent employee may take up to one-half of their annual current sick leave hours allotment to attend to an illness of a *family member* of the employee *in accordance with California Sick Leave law*. A temporary additional employee or intermittent employee who has not attained regular status is entitled to use their sick leave provided for in accordance with Letter Agreement 15-19 for family members in accordance with California Sick Leave law (Amended 1-1-16)

(b) In the calendar year in which a regular full time employee has qualified for additional sick leave under Section 7.3 and each succeeding calendar year it is renewed, the employee shall be permitted to use up to 80 hours in the calendar year, to attend to an illness of a *family member* of the employee *in accordance with California Sick Leave law*. In the calendar year in which a regular full time employee has qualified for additional sick leave under Section 7.4 and each succeeding year it is renewed, the employee shall be permitted to use up to 160 hours in the calendar year, to attend to an illness of a *family member* of the employee *in accordance with California Sick Leave law*. A regular part-time employee, who has qualified for additional sick leave under Sections 7.3 and 7.4, may take up to one-half of the additional sick leave hours awarded to attend to an illness of a *family member* of the employee *in accordance with California Sick Leave law*. (Amended 1-1-16)

(c) All conditions and restrictions that apply to an employee's use of sick leave for his or her own illness shall apply to sick leave usage to attend to an illness of family member of the employee in accordance with California Sick Leave law under this section. (Amended 1-1-16)

(d) An employee's use of sick leave under this section does not extend the maximum period of leave to which the employee may be entitled under the California Family Rights Act or the Federal Family and Medical Leave Act.

TITLE 8. VACATIONS

8.1 DEFINITIONS

- (a) **Eligibility:** The provisions of this Title apply only to regular employees.
- (b) **A Regular Employee** is an employee who has fulfilled the applicable requirements of Section 17.5 of this Agreement. (Amended 1-1-91)
- (c) **Earned Vacation Allowance** is the number of paid vacation hours which an employee has earned in the calendar year. The number of paid vacation hours will be determined by the straight-time hours worked in the calendar year and years of employment. An employee may not have more vacation hours than twice their annual accrual rate in their vacation account as of December 31. Excess vacation hours will be paid annually by the end of February beginning in February 2010, based on excess vacation as of December 31 of the prior year and will be paid at the current rate of pay. (Amended 1-1-09 and 1-1-11)

8.2 VACATION ALLOWANCE

- (a) Employees in their first year of Service, accrue vacation on paid straight time hours at the rate of 80 hours per year. Beginning in the year 2010, a regular employee shall be entitled to take vacation with pay accrued in accordance with the table in Subsection 8.2(b). (Amended 1-1-09 and 1-1-10)
- (b) In the subsequent calendar years a regular employee shall be entitled to vacation with pay in accordance with the following table:

EARNED ANNUAL VACATION	
SERVICE ANNIVERSARY YEAR	NUMBER OF VACATION DAYS (HOURS) EARNED
Up to 1 Year	1-10 days (0 to 80 hours)
1 – 4 Years	10 days / 80 hours
5 - 14 Years	15 days / 120 hours
15 – 20 Years	20 days / 160 hours
21 - 28 Years	25 days / 200 hours
29 or more Years	30 days / 240 hours

(Amended 1-1-09)

- (c) (Deleted 1-1-91)
- (d) (Deleted 1-1-91)
- (e) (Deleted 1-1-91)
- (f) (Deleted 1-1-91)

8.3 SERVICE ANNIVERSARY VACATION - BONUS VACATION

- (a) In the fifth calendar year following his/her employment date and in each fifth calendar year thereafter, Company shall grant each full-time employee a service anniversary vacation of 40 hours. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 8.2 above to which the employee may be otherwise entitled in that calendar year and the employee acquires no right as to all or any part of the service anniversary vacation unless the employee works in the calendar year in which it is granted. The service anniversary vacation, as herein provided, vests on the first day of each calendar year in which an employee qualifies

for a service anniversary vacation. (The provisions of this Section shall not apply to intermittent employees.) (Amended 1-1-11)

(b) In each of the first five calendar years following his/her employment date full-time employees who have used 40 hours or less of paid or unpaid sick leave in the preceding year shall be entitled to 8 hours of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 8.2. An employee must complete one year of Service before becoming qualified for such hours. In the tenth calendar year following a full-time employee's employment date and in each fifth calendar year thereafter an employee who has used 200 hours or less of sick leave during the five preceding calendar years shall be entitled to 40 bonus hours vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 8.2. In determining the number of sick hours used in computing 200 hours or less, no more than 80 hours for full-time employees will be charged to the employee in any one year. The bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for a bonus vacation. An employee acquires no right to all or any part of the bonus vacation unless such employee works in the calendar year in which it is granted. (The provisions of this Section shall not apply to intermittent employees.) (Amended 1-1-11)

(c) In the fifth calendar year following his/her employment date and in each fifth calendar year thereafter, Company shall grant each part-time employee a service anniversary vacation of 32 hours. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 8.2 above to which the employee may otherwise be entitled in that calendar year and the employee acquires no right as to all or any part of the service anniversary vacation unless the employee works in the calendar year in which it is granted. The service anniversary vacation, as herein provided, vests on the first day of each calendar year in which an employee qualifies for a service anniversary vacation. (The provisions of this Section shall not apply to intermittent employees.) (Added 1-1-11)

(d) In each of the first five calendar years following his/her employment date, part-time employees who have used 32 hours or less of paid or unpaid sick leave in the preceding year shall be entitled to eight hours of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 8.2. An employee must complete one year of Service before becoming qualified for such hours. In the tenth calendar year following a part-time employee's employment date and in each fifth calendar year thereafter an employee who has used 160 hours or less of sick leave during the five preceding calendar years shall be entitled to 32 bonus hours of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 8.2. In determining the number of sick hours used in computing 160 hours or less, no more than 64 hours for part-time employees will be charged to the employee in any one year. The bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for a bonus. An employee acquires no right to all or any part of the bonus vacation unless such employee works in the calendar year in which it is granted. (The provisions of this Section shall not apply to intermittent employees.) (Added 1-1-11)

8.4 PART-TIME REGULAR EMPLOYEES

A regular part-time or intermittent employee shall earn an annual vacation allowance as determined in the foregoing Section 8.2, but such allowance will be based on the ratio of the total straight-time hours worked by the employee in a year to 2,080 hours. (Amended 1-1-91)

8.5 FORFEITURE OF VACATION

(a) A full-time employee who is absent for 240 cumulative hours or more in any calendar year by reason of leave of absence or layoff without pay for any reason, or for 880 hours or more in any calendar year by reason of industrial disability, shall cease accruing vacation until the employee returns to work. (Amended 1-1-09 and 1-1-11)

(b) A part-time employee who is absent for 200 cumulative hours or more in any calendar year by reason of leave of absence or layoff without pay for any reason, or for 720 hours or more in any calendar year by reason of industrial disability, shall cease accruing vacation until the employee returns to work. (Added 1-1-11)

(c) If a full-time employee's absence is for less than 240 cumulative hours in duration because of leave of absence, or layoff without pay for any reason, or is for less than 880 hours in duration because of industrial disability, an employee shall be entitled to a full vacation as provided for in Section 8.2. (Amended 1-1-09 and 1-1-11)

(d) If a part-time employee's absence is for less than 200 cumulative hours in duration because of leave of absence, or layoff without pay for any reason, or is for less than 720 hours in duration because of industrial disability, an employee shall be entitled to a full vacation as provided for in Section 8.2. (Added 1-1-11)

8.6 VACATION ALLOWANCE WHEN LAID OFF FOR LACK OF WORK

An employee who has qualified for a vacation, and who is laid off for lack of work, shall be paid a vacation allowance under the provisions of Section 8.7. Thereafter if the employee returns to work and Service is not deemed to be broken under the provisions of Title 17, vacation shall be computed on the basis of Subsection 8.2(b). (Amended 1-1-09)

8.7 TERMINATION OF EMPLOYMENT

(a) Any employee who terminates Service with the Company for any reason shall be paid for all accrued vacation at the employee's most current rate of pay.

(Amended 1-1-09)

(b) (Deleted 1-1-09)

8.8 HOLIDAYS DURING VACATION

If any of the holidays enumerated in Section 14.1 occurs during an employee's vacation, it shall not be counted as one day of vacation. The employee shall receive pay for the holiday as such. If a holiday occurs on a non-workday in conjunction with an employee's vacation, the provisions of Section 14.6 shall be applicable. (Amended 1-1-84)

8.9 PAY COMPUTATION

(a) Except as otherwise provided in Subsections 8.9(b) and (c), vacation pay shall be computed at the straight rate of pay applicable to the employee's regular classification as of the time vacation is taken. (Amended 1-1-91)

(b) The vacation pay of an employee who works in other than his/her regular classification on a time card basis shall be based on the rate of pay of such employee's regular classification. (Amended 1-1-91)

(c) The vacation pay of an employee who is temporarily upgraded at the time his/her vacation begins on other than a time card basis shall be based on the rate of pay of the classification to which he/she is temporarily upgraded. In no case, however, shall such upgraded rate of pay apply beyond the expiration date of the temporary upgrade. (Amended 1-1-91)

(d) (Deleted 1-1-97)

8.10 SICK LEAVE

(a) An employee shall not be required to use vacation in lieu of sick leave; provided however that; (Amended 1-1-91)

(b) an employee who becomes sick or disabled while on vacation shall continue to receive vacation pay unless

(1) the employee has been hospitalized for one day or more for which the employee otherwise would receive vacation pay; or (Amended 1-1-91)

(2) the employee's doctor has ordered the employee to remain in bed for two or more such days. (Amended 1-1-91)

8.11 DEFERRED VACATION

(a) (Deleted 1-1-09)

(b) If an employee forgoes any part of his/her vacation the Company shall pay for the time worked and, in addition, shall pay a vacation pay allowance, provided, however, that in no event shall an employee be permitted at his/her option to forego vacation for the purpose of receiving vacation pay allowance in addition to pay for time worked. Time worked in lieu of time off for vacation shall not be considered overtime as such but shall be compensated at the rates of pay applicable to the work performed. (Amended 1-1-91)

8.12 STARTING DAY

For the purposes set forth in the following Section 8.13, vacation shall be scheduled in increments of one week or more to commence on Monday, except for an employee whose basic workweek starts on a day of the week other than Monday, where the vacation shall commence with the starting day of the employee's basic workweek. An employee shall be allowed vacation in increments of one-half day or more on any day of the week, except where prohibited by operational needs or where necessary relief cannot be provided, or where the payment of overtime to another employee would be required. (Amended 1-1-84)

8.13 SCHEDULING

(a) An employee desiring to use vacation during the months of January, February and March shall indicate a choice of vacation periods by the 15th day of December of the preceding year. Company shall post on appropriate bulletin boards in each headquarters a special sign-up schedule for this purpose. (Amended 1-1-91)

Not later than March 5 of each year Company shall post on appropriate bulletin boards another vacation schedule sign-up in each department in each headquarters where employees shall designate their choice of vacation periods for the months of April through December for that year. Such schedule shall be posted no later than March 15 on the appropriate headquarters' bulletin boards.

(b) (1) Company shall schedule vacations throughout the calendar year and shall prepare the annual vacation schedule on the basis of the sign-up giving effect where possible to the selection of employees in order of their Service. An employee may schedule in increments of one-half day or more. (Amended 1-1-84)

(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 Bidding Area or the number of employees within a combined group of classifications within a Line of Progression at a headquarters or within a Bidding Area 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. (Amended 1-1-91)

(3) If an employee elects to divide the annual vacation into two or more periods on a sign-up schedule and it is possible for Company to give effect thereto, such employee shall be given preferential consideration over other employees in the selection of only one of such periods until all other employees within the group have indicated their first choice of vacation period. Where more than one employee in a headquarters or group desires to divide vacation into two or more periods on a sign-up schedule, there shall be subsequent sign-ups as required for selection of open periods not filled by the previous sign-up. Sign-ups for additional periods shall be conducted in the same manner with the employee with the most Service having the choice of vacation periods not yet selected. (Amended 1-1-91)

8.14 ERROR

If an employee is misinformed as to his/her vacation allowance, the employee will not be required to reimburse the Company for any excess day(s) taken if such employee pointed out the error to his/her supervisor in writing. (Amended 1-1-91)

In those cases where an employee has not pointed out the error to his/her supervisor in writing beforehand, the employee may elect to (a) reimburse the Company for the wages paid for the excess day(s), or (b) have such excess day(s) deducted from his/her next year's vacation entitlement. (Amended 1-1-91)

8.15 UNANTICIPATED VACATION

Any combination of vacation hours, up to 24 per year for full time employees and 16 per year for part-time employees, may be taken in increments of one hour or more, not to exceed six (6) consecutive hours, at an employee's option. (Amended 1-1-00)

8.16 VOLUNTARY VACATION TRANSFER

By local agreement between Company and Union, employees may voluntarily sell vacation and transfer the proceeds to an employee experiencing a medical emergency (including a medical condition of a family member), who has insufficient leave available to cover their absence from work. In addition, and by local agreement between Company and Union, an employee may also sell vacation for the purpose of relieving personal financial difficulties experienced as a result of a medical emergency in his or her own family even though the employee may have paid leave available. (Amended 1-1-94)

TITLE 9. GRIEVANCE PROCEDURE

9.1 STATEMENT OF INTENT - NOTICE

The provisions of this Title have been amended and supplemented from time to time. Company and Union have now revised and consolidated this Title in its entirety to provide a concise procedure for the resolution of disputes.

It is the intent of both Company and Union that the processing of disputes through the grievance procedure will give meaning and content to the Collective Bargaining Agreement.

The parties are in agreement with the policy expressed in the body of our nation's labor laws that the mutual resolution of disputes through a collectively bargained grievance procedure is the hallmark of competent industrial self-government. Therefore, apart from those matters that the parties have specifically excluded by way of Section 9.2, all disagreements shall be resolved within the scope of the grievance procedure.

Union agrees to provide grievant(s) with a copy of any settlement reached at the grievant's last known address. Such copy shall be sent by certified, U.S. mail, or handed to the grievant, within 30 calendar days of the signing of the settlement.

9.2 GRIEVANCE SUBJECTS

Disputes involving the following enumerated subjects shall be determined by the grievance procedures established herein:

(a) Interpretation or application of any of the terms of this Agreement, including exhibits thereto, letters of agreement, and formal interpretations and clarifications executed by Company and Union.

(b) Discharge, demotion, suspension or discipline of any individual employee.

- (c) Disputes as to whether a matter is proper subject for the grievance procedure.

9.3 TIME LIMITS

(a) Filing

It is the intent of Company, Union and the employees that timely filed grievances shall be settled promptly. (i) A local grievance is timely filed when submitted by the Union Business Representative or his/her alternate (hereinafter either is referred to as "Business Representative") in writing on the form adopted for such purpose to the designated electronic mailbox in the Labor Relations Department or alternatively, to a "Sr. Labor Specialist"; or (ii) a Business Manager grievance is timely filed when submitted by Union's Business Manager to Company's Labor Relations Senior Director (iii) within the following time periods: (Amended 8-15-17)

(1) A grievance which involves the discharge of an employee must be filed not later than 14 calendar days after the employee is notified in writing of the discharge. Whether or not a grievance is filed, Company shall, at Union's request, state in writing the reasons therefore within two workdays of such request. (Amended 1-1-91)

(2) A grievance which does not involve the grievant's discharge must be filed not later than 30 calendar days after the date of the action complained of, or the date the employee became aware of the incident which is the basis for the grievance, whichever is later. The Company shall, at Union's request, state in writing the reason for an employee's discipline, demotion or suspension within seven calendar days of receipt of such request by Union.

(3) Business Manager grievances which may be filed pursuant to (a)(ii) above shall concern contractual interpretation matters which have system-wide or classification wide implications. Business Manager grievances shall not involve an employee's discharge, demotion, discipline, promotion, demotion or transfer. (Added 1-1-00)

The time limits set forth above for filing a grievance are absolute and may not be waived or extended. Failure to meet the time limits set forth above will have the same effect as the dismissal of a timely filed grievance concerning that incident with prejudice.

(b) Steps One Through Five Extension of Time Limits

Either the Company or Union members of any of the Committees provided for in each of the following grievance Steps One through Five may, if they agree that further determination of fact is required, request an extension of time which may be granted by the other. In no event shall any extension by either or both parties exceed one additional time period provided for at the step where the extension is granted.

9.4 FINALITY

The resolution of a timely grievance at any of the steps provided herein shall be final and binding on the Company, Union and the grievant. A resolution at a step below Step Four, while final and binding, is without prejudice to the position of either party, unless mutually agreed to otherwise. (Amended 1-1-09)

(a) If an employee has been demoted, disciplined or dismissed from Company's service for alleged violations of a Company rule, practice or policy and Company finds upon investigation that such employee did not violate a Company rule, practice or policy as alleged, Company shall reinstate the employee and pay the employee for all time and benefits lost thereby plus interest on such reinstated pay in the amount of 7 1/2 percent annum.

(b) In the event of a "continuing grievance" as set forth in Section 9.9 and Attachment A, a retroactive wage adjustment shall be made as provided therein.

(c) Provided further that nothing contained herein shall restrict or inhibit the parties or the Board of Arbitration from reducing the amount of a retroactive wage adjustment to an otherwise successful grievant where, in

their absolute discretion, the equities of the situation do not call for the employee to receive a full retroactive wage adjustment.

9.5 ADJUSTMENTS

Company will make a reasonable effort to effectuate remedies provided for in a grievance settlement within 30 calendar days of such settlement.

9.6 STEPS

STEP ONE SHOP STEWARDS

Except for disputes involving an employee's discharge, demotion, suspension, discipline or qualifications for promotion or transfer, the initial step in the adjustment of a grievance shall be a discussion between Union's shop steward (or grievant or Business Representative if no shop steward is assigned to the work area) and the foreman or other immediate supervisor directly involved. The foreman and shop steward may discuss the grievance with the general foreman or other supervisor of corresponding authority. The purpose of such discussion shall be to reach a satisfactory disposition of the grievance but shall not waive or delay the filing requirements set forth in Section 9.3 above. Discussions shall be at such time and place as not to interfere with the work then in progress. (Amended 1-1-91)

Shop stewards shall be employees of Company, and Union may designate as many shop stewards as it deems necessary for the proper administration of its affairs and for the administration of the provisions of this Agreement.

STEP TWO LOCAL INVESTIGATING COMMITTEE

Immediately following the filing of a timely grievance, a Local Investigating Committee will be established. The Committee will be composed of the Labor Relations Representative, the Business Representative, the exempt supervisor whose decision is involved in the grievance, and the shop steward representing the department involved. (Amended 8-15-17)

(1) The Labor Relations Representative and Business Representative will arrange for meetings of the Committee at times and places convenient for the persons involved. (Amended 8-15-17)

(2) The Committee shall meet as soon as reasonably possible and shall make a full and complete investigation of all of the factors pertinent to the grievance. If necessary to gain all of the information required to resolve the grievance, the Committee may hold investigative interviews with other persons involved in the dispute. Except for good cause to the contrary, the grievant shall be permitted to be present during these interviews. The grievant will not be a party to the disposition of the grievance, nor is the grievant's concurrence required for the Committee to reach a settlement of the grievance. Grievant, however, does have the right to point out the existence of other facts or witnesses favorable to grievant's case.

Notwithstanding the foregoing prohibition, with the written consent of the Union's Business Manager, or designee, the members of the Local Investigating Committee may include the grievant where such employee is also the shop steward representing the department involved in the grievance. In this limited situation, the shop steward/grievant may be a party to the disposition of the grievance. (Amended 1-1-91)

(3) (a) Within 30 calendar days following the filing of a grievance which does not concern an employee's qualifications for promotion or transfer (except as provided in the next paragraph for Inter-regional or General Office Departmental prebids or transfer applications), or the employee's demotion, suspension or termination of employment, the Local Investigating Committee shall prepare a report of its findings, which shall include: (i) a mutually agreed-to brief narration of all the events and factors involved in the dispute, and (ii) the Committee's mutually agreed-to findings with respect thereto. If the Committee has reached an agreeable

disposition of the grievance, the report shall also contain a statement to that effect and the reasons therefore. (Amended 1-1-88)

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

If the grievance is not resolved in 30 calendar days following its being timely filed, either Company or Union may request "Certification to Fact Finding" for a local grievance or referral to the Review Committee for a Business Manager's Grievance. (Amended 1-1-00)

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

If either party requests "Certification to Fact Finding," copies of the report and the request shall be forwarded to the Chairman and the Secretary of the Review Committee. If the request is not received within the seven calendar days following the expiration of time limits stated for resolution by the Local Investigating Committee, the grievance will be automatically referred to Fact Finding. Business Manager Grievances not resolved by the LIC within the time limits in Step Two (3) (a) will be automatically referred to the Review Committee. (Amended 1-1-00)

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

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

STEP THREE FACT FINDING COMMITTEE

The Fact Finding Committee shall be composed of the Chairman of the Review Committee or his/her designee, the Secretary of the Review Committee or his/her designee, and the Labor Relations Representative and the Business Representative involved in the preceding step. (Amended 8-15-17)

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

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

- (1) referred to arbitration; or
- (2) referred to the Region or General Office Department Joint Grievance Committee; or

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

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

REGIONAL OR GENERAL OFFICE DEPARTMENT JOINT GRIEVANCE COMMITTEE (Deleted 1-1-00)

STEP FOUR (Title Amended 1-1-00)
REVIEW COMMITTEE

The Review Committee shall consist of four representatives designated by Company's Senior Director of Labor Relations, one of whom shall serve as Chairman of the Committee, and four representatives designated by the Union, one of whom shall serve as Secretary of the Committee. Company will not assume payment of any expense or lost time incurred by Union members of the Review Committee. (Amended 8-15-17)

The Chairman of the Committee shall maintain an agenda of the current cases referred to the Committee. So long as there are cases pending on the agenda, the Committee shall meet at least once each calendar month. These monthly meetings shall be scheduled for the fourth Thursday of each month unless the Chairman and Secretary agree to meet more often.

A. PRE-REVIEW COMMITTEE PROCEDURE

After the Labor Relations Department receives a Business Manager's Grievance or the file from the Local Investigating Committee, or Fact Finding Committee as provided for in the foregoing, four copies shall be submitted to the Union's Business Office. Thereafter, and prior to docketing, the Chairman and the Secretary of the Review Committee shall meet at a mutually agreeable time and place for the following purposes: (Amended 1-1-09)

(i) To allow Company to indicate whether or not it will implement the correction asked for. In the event Company takes such action, the grievance will, upon agreement of Union, be considered closed; or

(ii) To allow Union to indicate whether or not it will summarily reject the grievance. In the event Union takes such action, the grievance will, upon agreement of Company, be considered closed; or

(iii) To determine whether or not the file forwarded for review contains sufficient facts to enable the Review Committee to formulate a decision. In the event it is determined the file is incomplete, it shall forthwith, and prior to docketing, be returned to the source of referral for correction or supplementation.

(iv) To number and docket cases not disposed of by subparagraphs (i), (ii) and (iii) above; and

(v) To prepare a statement of issues and to endeavor to reach a preliminary understanding of grounds for settlement.

(vi) To appoint a Local Investigating Committee to investigate and prepare a Joint Statement of Facts for Business Manager Grievances. (Added 1-1-00)

B. REVIEW COMMITTEE PROCEDURE

After the Pre-Review Committee meeting, referrals not disposed of shall automatically be added to the Review Committee Agenda.

(i) Cases for which preliminary grounds for settlement have been reached in the Pre-Review Committee meeting shall have priority over other cases. The parties shall, as expeditiously as possible, determine whether the preliminary grounds are dispositive of the matter. In the event it is not, the matter shall be treated in the same manner as any other referral.

(ii) Other referrals - Within 30 calendar days of docketing a grievance, the Company shall submit, in writing, a "Preliminary Disposition" of all new cases placed on the Agenda. Company may have a continuance for an additional 30 calendar days or until the next Review Committee meeting, whichever is later, to submit such Preliminary Disposition.

(iii) After receipt of the Preliminary Disposition, Union shall have 30 calendar days or until the next scheduled Review Committee meeting, whichever is later, to submit to the Company a "Counter-Preliminary Disposition."

(iv) After receipt of Union's "Counter-Preliminary Disposition," a matter may, at the option of either party, be set over to the next scheduled Committee meeting if, in the view of either party, compromise or settlement appears possible. Within 30 calendar days thereafter or at the conclusion of the next scheduled meeting, whichever occurs later, the matter must be disposed of by mutual agreement, in writing, by one of the following methods:

(1) Settlement.

(2) Acceptance of Company's "Preliminary Disposition."

(3) Acceptance of Union's "Counter-Preliminary Disposition."

(4) Close the Review Committee file and remove it from its Agenda by notifying the Company's Senior Director of Labor Relations and the Union's Business Manager that the case is "suspended." Following such notice, the Union's Business Manager and Company's Manager of Labor Relations shall, within 15 calendar days, meet for the purpose of proposing an interim consultative disposition of the issues involved or, at their option, refer the case to an Ad Hoc Negotiating Committee as provided for pursuant to the provisions of Title 24. (Amended 8-15-17)

If a matter so suspended has not been referred to an Ad Hoc Negotiating Committee for interim negotiations within 15 calendar days of the receipt of the case from the Review Committee and, provided further, if no other disposition is made within that time period, the case may, within five calendar days of the expiration of said 15 calendar days, be filed for arbitration pursuant to the applicable provisions of the applicable Labor Agreement then in effect between the parties. If not filed for arbitration or if the 15-calendar-day limits are not waived as provided for hereafter, or if the grievance has not been withdrawn, the grievance shall be considered finally settled without prejudice.

If Ad Hoc Negotiations are agreed upon within the time periods provided, the Committee will meet and confer at the earliest date that can be arranged between them. The Committee will meet thereafter as often as both parties deem necessary to effect an early disposition of the issues involved. The Committee is empowered to render a final, binding disposition of the case. Such decision will be reduced to writing, signed by both Union and Company, and distributed by each to Union members and Company's management as each deems necessary to effectuate the decision.

If an Ad Hoc Negotiating Committee is unable to reach a disposition of the "suspended" case within 180 days of the date the case was suspended, and if within that period of time neither party has notified the other in writing of their intent to submit said case to arbitration, then at the expiration of said 180 days, the case shall be automatically closed without prejudice, unless there is mutual agreement that the case be terminated by other means.

While "suspended," the preliminary disposition proposed by either party may, upon mutual agreement of the parties, be placed into effect anywhere without prejudice to either party. If both have submitted preliminary dispositions that provide for different methods of resolving the issues, either or both may, by mutual agreement, be put into effect for the purpose of determining which, if either, is mutually acceptable to the parties as a solution.

To provide a favorable atmosphere for negotiating a settlement of the issue referred to an Ad Hoc Negotiating Committee and to encourage the trial of preliminary dispositions proposed by either Company or Union, the period of "suspension" will insulate Company from additional monetary liability, if that is involved in the case, in the following manner: The Ad Hoc Negotiating Committee is empowered to mutually determine in an appropriate

case, the amount of retroactive wage adjustment which will accompany its disposition of the case. In no event, however, will such period of retroactive wage adjustment exceed the period of time beginning with the date the grievance was originally filed and ending with the 30th calendar day following the date the Union notifies Company of their election to "suspend."

The period of suspension shall end, and the insulation of Company of further liability shall cease whenever either party notifies the other of its desire to submit the case to arbitration.

(5) Referral to arbitration.

(6) Withdrawal of the grievance by Union without prejudice.

(v) Unless the parties mutually agree in writing to the waiver of the applicable time limitation in any specific instance, the failure to strictly comply with the time limits provided above shall result in:

(1) Granting, at the option of the Union, of the correction sought by the grievance if Company does not submit its "Preliminary Disposition" within the time limits set forth in Item (ii) of this Part B, or

(2) The closure of the case without adjustment and without prejudice.

(vi) Either party may request a Review Committee hearing. Such hearing will be scheduled at the earliest time possible, but shall not delay or extend the running of time limits set forth in Part B of this Procedure.

STEP FIVE (Title Amended 1-1-00)

ARBITRATION

A. TRIPARTITE BOARD

Either Company or Union may request, within the time limits provided in the foregoing steps, that a grievance which is not settled at one of the steps provided above be submitted to arbitration.

An Arbitration Board shall be appointed on each occasion that a grievance is timely submitted to arbitration pursuant to the foregoing provisions of this Title. The board shall be composed of two members appointed by Company, two members appointed by Union, and a fifth member appointed pursuant to the procedure set forth in the following Subsection B. Such fifth member shall act as Chairman of the Arbitration Board and conduct hearings and render a decision in accordance with the appropriate Submission Agreement.

B. SELECTION PROCEDURE

The parties to an arbitration proceeding will make a good faith effort to mutually agree to the selection of the Chairman. If they cannot, each party shall nominate two candidates from the panel established by Company and Union, Subsection C. If the parties are still unable to agree upon the selection of a Chairman, then the Chairman shall be chosen by lot from the panel names submitted.

C. PANEL OF ARBITRATORS

A panel of not more than ten arbitrators shall be established and renewed annually by the Company and the Union on January 1 of that year. Each party shall have the right to name five panelists who will remain on the panel during the calendar year.

9.7 INDIVIDUAL DISPUTE ADJUSTMENT

Pursuant to the provisions of Subsection 9(a) of the Labor Management Relations Act of 1949, as last amended, no provision of this Title shall be construed to restrict or prohibit an individual employee or group of

employees from presenting disputes to Company and to have such disputes adjusted without the intervention of Union, provided that the adjustment shall not be inconsistent with the terms of this Agreement, and that Union shall be given an opportunity to be present at such adjustment. (Amended 1-1-91)

An employee's election under this Section shall not preclude the employee's later consenting to Union's filing a grievance on his/her behalf if the employee is not satisfied with the results. Such grievance, however, must be filed within the time limits provided in Section 9.3, and such time limits are not delayed or suspended by the grievant's original choice to pursue the dispute without Union's intervention. (Amended 1-1-91)

Unless the employee consents to Union's later filing of a timely grievance, the procedures and grievance "steps" set forth in the foregoing Sections of this Title are not available to the employee.

9.8 ENABLING CLAUSE

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

9.9 ATTACHMENTS

In addition to the provisions of Section 20.1, the Benefit Agreements, Training Agreements, and other special agreements that may be executed from time to time under Section 9.8, the provisions of this Title shall also include the following attachment which is set out elsewhere in this Agreement.

- (a) Continuing Grievances

(Entire Title Amended 1-1-80)

Attachment A

LABOR AGREEMENT INTERPRETATION

SUBJECT: Retroactive Wage Adjustment - Continuing Grievances

SECTION 102.2 - Physical Agreement

SECTION 9.2 - Clerical Agreement

For the purpose of determining the extent of a retroactive wage adjustment resulting from the submission of a continuing grievance timely filed under the applicable provisions of Section 102.2 or 9.2, the following procedure will be observed. For this purpose, a "continuing grievance" is defined as a continuing course of conduct allegedly in violation of the Labor Agreement as opposed to a single isolated and completed transaction.

1. The period of retroactive wage adjustment shall not exceed thirty (30) calendar days prior to the date of filing such grievance in writing in the form and manner prescribed by Section 102.2 or 9.2, whichever is applicable, unless

2. It can be established that sometime prior to filing the grievance, as provided above, the grievant requested his or her supervisor to make the same correction, during the period of that continuing course of conduct, and a supervisor of grievant, who is authorized to make the correction, had declined to do so. The period of retroactive wage adjustment in this case (or an adjustment made pursuant to the provisions of Section 102.7 or 9.7) shall commence with the date it can be established that grievant made such request. In either event, however, if the request was made within thirty (30) calendar days of the day the alleged violation first occurred, the adjustment shall commence with the first day the violation occurred.

It is further understood and agreed that this interpretation shall in no way limit Company's right to make further wage adjustments which result from unintentional or inadvertent errors which are not alleged to be a matter of law or interpretation of the Labor Agreements.

For Union: /s/ Ronald T. Weakley
Its Business Manager

For Company: /s/ I.W. Bonbright
Its Manager of Industrial Relations

Date: March 17, 1969

TITLE 10. HOURS OF WORK

10.1 WORKWEEK AND BASIC WORKWEEK

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. The days in the basic workweek shall be known as workdays and 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 more or less than eight hours per day, but in any such event the basic workweek shall continue to be as herein defined. Except as provided in Section 10.3, the basic workweek shall be from Monday through Friday or from Tuesday through Saturday. Employees may be assigned to the basic workweek of Tuesday through Saturday in rotation.

10.2 PUBLIC CONTACT DEFINED

An employee who is assigned to work in a commercial or business office which brings the employee into direct contact with the public shall be known as a public contact employee. The foregoing definition shall include employees such as counter clerks, cash receivers, telephone service clerks, PBX operators and adjusters. (Amended 1-1-91)

10.3 WORKWEEK OF PUBLIC CONTACT EMPLOYEES

The workweek of a public contact employee shall be regularly scheduled and may start on any day of the week and at any hour of the day. The workdays of the basic workweek of public contact employees may be consecutive or non-consecutive. Company shall keep assignments of such employees to work on non-consecutive workdays to a minimum consistent with the rendering of adequate service to the public and shall, if practicable, assign employees to such workdays in rotation.

10.4 REGULAR HOURS OF WORK

In general, and except as otherwise provided herein, the regular hours of work shall be from 8:00 a.m. to 5:00 p.m. with not more than one hour off for lunch. The lunch period shall be scheduled between 11:00 a.m. and 2:00 p.m. and when scheduled for less than one hour, adjustment to correspond thereto shall be made in hours of work.

10.5 PUBLIC CONTACT HOURS

As service to the public requires, or when established office hours are other than from 8:00 a.m. to 5:00 p.m., public contact employees may be regularly scheduled to work hours other than from 8:00 a.m. to 5:00 p.m. Work hours other than from 8:00 a.m. to 5:00 p.m. for full-time employees shall be kept to a minimum consistent with the rendering of adequate service to the public. (Amended 1-1-91)

10.6 EXCEPTIONS TO 10.4

Nothing contained in this Agreement shall be construed to limit the right of Company to establish hours of work at times other than as provided in Section 10.4, for such employees as stub-clerks, payment processors, cash posters, data entry operators, machine operators, computer operators, computer console operators, and those classifications listed in Exhibit G, which is attached hereto and made a part hereof. The hours of work of such employees shall be regularly scheduled. (Amended 1-1-80)

10.7 HOURS CHANGES - PUBLIC AUTHORITIES OR AGREEMENT

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

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

10.8 TEMPORARY CHANGE OF HEADQUARTERS

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

10.9 ALTERNATE WORK SCHEDULES (Added 1-1-11)

Definition: An agreed-to arrangement by the Company and Union whereby full-time employees may work more than eight hours in a day in order to receive additional days off.

Schedules

4/10 Schedule: A regular work schedule during which an employee works four ten-hour days a week and has the fifth day as a day off. Each week: Four ten-hour days, one day off. 4x10 schedules may be agreed to by local letter agreement in accordance with Letter Agreement 93-96.

9/80 Schedule: A regular work schedule during which an employee works eight nine-hour days and one eight-hour day and receives one scheduled day off over the course of a two-week period. 9x80 schedules may be agreed to by local letter agreement in accordance with Letter Agreement 93-97.

Part-Time Employees: Alternate work schedules will be considered on a case-by-case basis subject to agreement by Company and Union and in compliance with all California Wage and Hour laws.

10.10 FLEXIBLE WORK SCHEDULES (Added 1-1-11)

Flexible work schedules may be established at the local level by a letter agreement signed by the Union's Business Manager and the Senior Director of Labor Relations. (Amended 8-15-17)

TITLE 11. PREMIUM PAY

11.1 SHIFT DEFINITIONS

All eight hour work periods regularly scheduled to begin at 4:00 a.m. or thereafter but before 12:00 o'clock noon shall be designated as first shifts. All eight hour work periods regularly scheduled to begin at 12:00 o'clock noon or thereafter but before 8:00 p.m. shall be designated as second shifts. All eight hour work periods regularly scheduled to begin at 8:00 p.m. or thereafter but before 4:00 a.m. shall be designated as third shifts.

11.2 AMOUNT OF SHIFT PREMIUM

(a) No shift premium shall be paid for the first shift. An hourly premium of 4 1/2 percent of the weighted average straight-time rate of all employees represented by Union (rounded to the nearest full cent per hour) shall be paid for work performed in the second shift, and an hourly premium of 9 percent of the weighted average straight-time rate of all employees represented by Union (rounded to the nearest full cent per hour) shall be paid for work performed in the third shift. An employee will be paid the shift premium, if any, in effect for such employee's regular work hours for work performed on a regular workday where all work performed is contiguous with regular work hours. An employee will be paid the shift premium, if any, in effect for the shift in progress at the time such employee reports for work (exclusive of travel time) when work is performed on a regular workday where such work is not contiguous with regular work hours. An employee will be paid the shift premium, if any, in effect for time worked on such employee's non-workday based on the shift in progress at the time the employee starts work (exclusive of travel time). (Amended 1-1-91)

(b) The weighted average straight-time rate referred to in Subsection (a) hereof shall be calculated annually by adding any general wage increase effective on January 1 to the computed weighted average straight-time rate as of the October 31 immediately prior, except as provided for in (c) below. The effective date of any change in shift premium shall be January 1. (Amended 1-1-11)

(c) When all employees represented by Union are not granted equal increases, or where the effective date is not the same, the calculation shall be computed by adding the appropriate general wage increase to the appropriate group's weekly payroll of the month immediately prior to the effective date of the general wage increase and adding the totals of the groups together to ascertain the total weekly payroll of the groups of employees represented by the Union. The sum of those amounts should be divided by the total number of employees represented by the Union and divided by 40. (Added 1-1-91)

11.3 OVERTIME RATE

When a shift premium is applicable to time worked at the overtime rate of pay, the applicable multiplier shall be used in determining the applicable shift premium.

11.4 NON-WORK TIME

Shift premiums shall be payable only for hours actually worked and shall not be payable for non-work time such as holidays, sick leave, *Voluntary Disability Insurance*, *Paid Family Leave* and vacation. (Effective 1-1-18)

11.5 PART-TIME EMPLOYEES

Shift premiums shall not be payable for work performed by part-time employees (as that term is defined in Section 17.6) who work less than 8 hours per day.

11.6 DISCLAIMER

Nothing contained in Sections 11.1 to 11.5, inclusive, shall be construed to modify or supersede any other provisions of this Agreement with respect to hours of work, rates of pay, and working conditions.

11.7 SUNDAY PREMIUM

In addition to any other compensation due an employee, Company shall pay to all employees regularly scheduled to work on Sunday, and who in fact work on a Sunday, an hourly premium for such work equal to the premium paid by Company for the third shift as provided in Subsection 11.2(a) of the Agreement. (Added 1-1-80)

TITLE 12. OVERTIME

12.1 DEFINITION

Overtime is defined as (a) time worked in excess of 40 hours in a workweek, (b) time worked in excess of eight hours on a workday, (c) time worked on a non-workday, (d) time worked on a holiday as provided for in Title 14 and (e) time worked outside of regular work hours on a workday. Company shall not be required to pay overtime compensation more than once for any single period of time worked. Overtime shall be cumulated each day and shall be compensated to the nearest 1/4 hour.

12.2 RATE AND DOUBLE-TIME CONDITIONS

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

(1) The Company shall not be required to pay overtime compensation to a full-time employee who is off without pay on a regularly scheduled workday until the employee completes 8 hours at the straight time rate of pay or during the workweek until the employee completes 40 hours at the straight time rate of pay. (Added 1-1-11)

(2) The Company shall not be required to pay overtime compensation to a part-time employee who is off without pay during their regularly scheduled work hours or off work without pay during the workweek (except the scheduled day off [SDO]) until the employee completes 8 hours at the straight time rate of pay on a workday or 40 hours at the straight time rate of pay during a workweek. (Added 1-1-11)

The exceptions in 12.2(a1) and Section 12.2(a2) above shall not include (a) when employees take time off with permission without pay known as T-Time; (b) holidays when a probationary employee does not receive pay; (c) Hiring Hall employees; (d) time worked before the start of the employee's scheduled hours of work; or (e) mandatory overtime situations. (Amended 1-1-11)

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

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

(d) The time worked in excess of eight hours on the employee's second of two scheduled days off counting from the basic workweek shall be paid at the rate of two times the employee's straight rate of pay provided such employee has performed work on the first scheduled day off. Employees scheduled to have four consecutive days shall be entitled, in addition to the above, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight hours on the fourth scheduled day off, provided that such employee has also performed work on the third scheduled day off. For employees on an alternative work schedule: If an employee performs work on any non-workday, the employee will receive double time after eight hours worked on the next day, provided that day is also a non-workday. Double-time after eight hours worked will continue until such time as the employee performs no work on a non-workday or a regular workday occurs. (Amended 1-1-11)

(e) For purposes of this Section, an employee's "regular hours of work" shall be the same on a non-workday as those regularly scheduled for such employee on a workday.

(f) Holidays will be paid in accordance with Section 14.7. (Added 1-1-11)

12.3 EQUAL DISTRIBUTION

(a) Prearranged and emergency overtime work shall be distributed among employees within a department, classification and headquarters as equally as practicable. The Company will post the overtime worked or credited as worked for each person for that week. The method for practicable equalization of prearranged and emergency overtime should be developed at each location by agreement between Company and Union. Such procedure should be in writing and signed by both parties. Whether procedures are developed or not, it is incumbent on Company to comply with the provisions of this Subsection concerning equal distribution. Where an imbalance cannot be justified, paying the aggrieved employee(s) is an appropriate remedy after the end of the accounting period, although this does not preclude other local agreements. (Amended 1-1-11)

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

12.4 TRAVEL TIME - EMERGENCY

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

12.5 TRAVEL TIME - CALL OUT BEFORE WORK HOURS

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

12.6 TWO-HOUR MINIMUM - EMERGENCY

The minimum time for which overtime compensation shall be paid under the provisions of Section 12.4 shall be two hours, except that if an employee who is called out for emergency work outside of such employee's regular work hours on workdays continues to work into or beyond regular work hours the employee shall be paid overtime compensation only for travel time as provided in Section 12.5 and for actual work time up to regular work hours unless the provisions of Section 12.10 are applicable. When an employee is called out for emergency work during his/her lunch period, the minimum time provision hereof shall not be applicable, but such employee shall be paid at the overtime rate of pay for the actual time worked during the lunch period. (Amended 1-1-91.)

12.7 PREARRANGED OVERTIME

When, at the request of the supervisor in charge, an employee reports for prearranged work (a) on workdays outside of his/her regular work hours, the employee shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond the employee's regular work hours, such employee shall be paid overtime compensation only for travel time from the employee's home and for actual work time up to the employee's regular work hours unless the provisions of Section 12.10 are applicable; (b) on non-workdays outside of his/her regular work hours, the employee shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond regular work hours, travel time only from the employee's home shall be paid for; and (c) on non-workdays during regular work hours, the employee shall be paid overtime compensation only for actual work time. For the purpose of this Section prearranged work shall be deemed to be work for which advance notice has been given by the end of the employee's preceding work period on a workday. However, Company shall make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays. (Amended 1-1-11)

12.8 TRAVEL TIME BEFORE REGULAR HOURS

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

12.9 MINIMUM PAY - CANCELLATION

If an employee is instructed by his/her supervisor to report for prearranged work on a non-workday, or on a holiday which the employee is entitled to take off with pay, and such work is cancelled, the employee shall be paid overtime compensation for a minimum of two hours, inclusive of any travel time as provided in Section 12.7, if the employee is not given notice of the cancellation of such work by the end of his/her preceding work period on a workday. (Amended 1-1-91)

12.10 REST PERIODS

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

(a) There shall be included as part of the eight hours worked at the overtime rate in such 16 hour period any travel time and mealtime to which the employee is entitled when emergency or prearranged work is performed, except that any travel time and mealtime to which the employee is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight hour rest period. (Amended 1-1-91)

(b) Hours worked prior to any eight hour rest period in which the employee does not work shall not be included in computing another period of overtime work.

(c) If the eight hour rest period in whole or in part overlaps the employee's regular work hours, the employee will receive pay at the straight rate for the extent of the overlap, except that the time taken during such overlap for any meal to which the employee is entitled on dismissal shall be paid for at the overtime rate. (Amended 1-1-91)

(d) If the employee is called back to work during his/her eight hour rest period, a new rest period will commence at the conclusion of such work. (Amended 1-1-91)

(e) (1) If the rest period overlaps the employee's regular work hours but does not extend into the second half of the employee's workday, the employee shall be excused from reporting for work until the beginning of the second half of the employee's workday, and in such an event the employee shall be paid for the time between the expiration of the rest period and the end of the first half of such workday. (Amended 1-1-88)

(2) If the rest period extends into the second half of the employee's workday, the employee shall be excused from reporting for work until the following workday, and in such event the employee shall be paid for the time between the expiration of the rest period and the employee's regular quitting time on such day. (Amended 1-1-88)

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

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a workday without having had a rest period of eight consecutive hours, in which event the employee shall be paid at two times the straight rate of pay for all work performed until the employee has been relieved from duty for at least eight consecutive hours. (Amended 1-1-91)

12.11 TIME OFF IN LIEU OF OVERTIME - PROHIBITED

Company shall not require employees to take equivalent time off during a workday in lieu of overtime compensation. (Added 1-1-88)

TITLE 13. WAGES

13.1 WAGE RATES IN EXHIBIT F

Attached hereto, made a part hereof, and marked Exhibit F is a schedule of the wage rates applicable to employees covered by this Agreement.

13.2 PAYDAY

(a) Wages shall be paid at biweekly intervals on Fridays for the two week payroll period ending not less than four nor more than ten days prior to the pay date, provided that if the regular pay date falls on a holiday payment shall be made on the preceding workday.

(b) Company shall make direct deposit of regular pay available to all employees. (Added 1-1-91)

13.3 WAGE RATE ON PROMOTION

Except as otherwise provided in Subsection 13.9(a), an employee who is regularly assigned to a classification having a higher maximum wage rate shall be paid at the highest wage rate of the following:

(a) the first step of the wage progression of such classification which is higher than the employee's present wage rate, or (Amended 1-1-91)

(b) at the wage step in the higher classification determined by the time previously accumulated in such higher classification, as provided for in Section 13.7, or

(c) the top rate of pay of such higher classification if the employee has previously been demoted or displaced, pursuant to Title 19, from a clerical classification having a higher wage rate than the classification to which the employee is assigned. (Amended 1-1-91)

13.4 TEMPORARY UPGRADE

When an employee is temporarily assigned to work in a classification higher than his/her regular classification for two hours or more, such employee shall be paid at the wage rate of the higher classification. Such employee shall be paid for the time worked in the higher classification at the highest wage rate of the following: (Amended 6-1-03)

(a) the first step of the wage progression of such classification which is higher than his/her present wage rate, or (Amended 1-1-91)

(b) the wage step in the higher classification determined by the time previously accumulated in such higher classification, as provided in Section 13.7, or

(c) the top rate of pay of such higher classification if the employee has previously been demoted or displaced, pursuant to Title 19, from a clerical classification having a higher wage rate than the classification to which the employee has been temporarily assigned. (Amended 1-1-91)

13.5 NEW CLASSIFICATIONS AND WAGE RATES

Upon agreement thereon by Company and Union, additional regular classifications, wages therefor, and normal Lines of Progression may be established, and the wages, duties and Line of Progression of any classification may be adjusted. Pending such agreement, Company may establish temporary classifications and wages therefor. (Amended 1-1-80)

13.6 (Deleted 7-1-66)

13.7 WAGE PROGRESSION

(a) An employee who has accumulated sufficient time in a classification having a time progression shall be advanced to the next step in such classification until such employee receives the maximum rate thereof unless the employee has received during the previous twelve month period two written reminders or a decision-making leave after 1-1-11. Once the disciplinary action has deactivated, the employee's progression will be reinstated. The next progressive wage increase (PWI) will occur retroactively to the deactivation date in the quarter following the deactivation and will apply to the step for which the PWI was missed. Charges of alleged discrimination in the application of this Section shall be investigated by the Local Investigating Committee described in Section 9.6. (Amended 1-1-11)

(b) For the purpose of wage rate progression in a temporary classification, the time worked by an employee in other than his/her regular classification shall also be accrued in such temporary classification in accordance with the provisions of (a) above. (Amended 1-1-11)

(c) The "Wage Progression" of an employee who is absent on leave of absence without pay for more than ten consecutive workdays will be delayed by a period of time equivalent to such leave of absence. The "Wage Progression" of an employee in a beginning or other negotiated training classification who is absent for more than 25 consecutive workdays because of an industrial injury as defined in Section 23.1 or for an illness, disability or family leave and is receiving sick leave with pay as provided for in Section 7.1, *Voluntary Disability Insurance Plan, Paid Family Leave, and/or Wage Continuation* will be delayed by the period in excess of 25 consecutive workdays. (Effective 1-1-18)

13.8 (Deleted 7-1-66)

13.9 WAGE RATE - ASSIGNED LOWER CLASSIFICATION

(a) When Company appoints an employee from another Line of Progression to a beginner's classification and such employee is receiving a rate of pay less than the maximum rate of pay provided for in the beginner's classification to which the employee is appointed, such employee shall retain his/her present wage progressive step and be credited with time spent in such step but not to exceed six months, toward the next progressive wage increase. The rate of pay for the wage progressive step the employee is now in will be adjusted to the rate of pay for such corresponding step for the beginner's classification in the new Line of Progression which relates to his/her time progression and the employee shall receive further applicable increases in accordance with the provisions of Subsection 13.7. (Amended 1-1-91)

(b) An employee who is receiving in his/her present classification a rate of pay the same or higher than the maximum rate of pay established for the classification to which he/she is being appointed shall receive the top rate of pay established for the classification to which the employee is being appointed. (Amended 1-1-91)

(c) When Company appoints an employee from a classification covered under the Physical Labor Agreement to a beginner's classification covered under this Agreement, such employee shall be paid at the first step of the wage progression of the new classification which is higher than the employee's present wage rate. (Amended 1-1-91)

(d) Employees who have received notice of displacement and vacate their base position by successful bid, transfer or who are displaced into a lower paying position will maintain their rate of pay for up to three years or until such time as the rate of pay in the new position is equal to or greater than that of the employee's frozen rate of pay, whichever comes first. If at the end of three years, an employee is still paid above the top of the rate for the classification held, the employee will be placed at the top of the rate for that classification. During the time that an employee's pay remains above the wage range of the position into which he/she bid, the employee will not receive General Wage Increases or Progressive Wage Increases. (Added 1-1-00)

13.10 (Deleted 1-1-97)

13.11 WAGE RATE – DIFFERENT LINE OF PROGRESSION (Added 6-1-03)

A clerical employee in an above entry-level classification who is awarded a bid in an equivalent above entry-level classification in a different line of progression, will be placed at the equivalent wage step.

TITLE 14. HOLIDAYS

14.1 HOLIDAY ENTITLEMENT

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

- (a) are paid for the workdays immediately before and after the holiday, or
- (b) are off work with permission, but without pay, for reasons of illness or disability, on the workdays immediately before and after the holiday, or
- (c) are paid for the workday either before or after the holiday but are off work with permission without pay on the other day,

shall, except as provided in Section 14.7, be entitled to have the following holidays off with pay when they fall on a workday in such employee's basic workweek:

Martin Luther King, Jr. Day	(3rd Monday in January)
Washington's Birthday	(3rd Monday in February)
Memorial Day	(last Monday in May)
New Year's Day	(January 1)
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Friday after Thanksgiving	(see 14.5 below)
Christmas Day	(December 25)
Three Floating Holidays	(see Section 14.3)

(Amended 1-1-94)

14.2 (Deleted 1-1-88)

14.3 FLOATING HOLIDAYS

(a) *Floating Holiday time will be posted to each regular full or part-time employee's account in January of each year, or upon the attainment of regular status. (Added 8-15-17)*

(b) (Deleted 1-1-84)

(c) An employee may select any day as a floating holiday, except those holidays listed under Section 14.1, either during the vacation sign-up provided for in Section 8.13 or during the year. Except in emergencies, employees shall make a good faith effort to notify their supervisor at least 24 hours in advance for all floating holidays which are not scheduled in accordance with Section 8.13. A supervisor may, however, limit the number of employees in a classification at a headquarters who may be off on a floating holiday on any given day. If more employees elect a specific day as a floating holiday than can be permitted to be off on that day, the preference will be given in order of service to employees who sign up during the annual vacation sign-up. Under no circumstances may an employee with greater service "bump" an employee who has signed up for a given floating holiday earlier in the year. (Amended 1-1-91)

(d) Employees are strongly encouraged to schedule and take Floating Holidays during the calendar year in which they are granted. However, any unused Floating Holiday hours as of December 31 of each year will be converted to vacation hours and will be deferred pursuant to Section 8.11(a). (Added 6-1-03)

14.4 SUNDAY HOLIDAYS

When any of the above holidays falls on a Sunday, the Monday following shall be observed as the holiday. However, those employees scheduled to work on Sunday at the straight-time rate shall observe that Sunday as a holiday and the following Monday shall not be treated as a holiday. (Amended 1-1-91)

14.5 EMPLOYEES SCHEDULED TO WORK ON FRIDAY AFTER THANKSGIVING

Consistent with the provisions of Title 3 of this Agreement, employees may be scheduled to work on the Friday following Thanksgiving Day and the provisions of Subsection 14.7(a) are not applicable. In lieu thereof, such employee must elect to take another day off by June 1 of the following year. However, if such day off has not been arranged by Company by June 1, the provisions of Subsection 14.7(a) shall apply to the employee's next regularly scheduled workday after June 1, provided the employee notifies his/her supervisor of his/her election at least seven calendar days in advance of the day selected. The number of such employees who are required to work on the Friday following Thanksgiving Day shall be kept to a minimum consistent with operational needs. (Amended 1-1-91)

Below is a table explaining holiday pay treatment applying to Sections 14.6 through 14.8.

WORKDAY	PAY
<i>Employee does not work</i>	<i>Receives holiday pay.</i>
<i>Employee works during regular work hours</i>	<i>*Receives overtime for hours worked and holiday pay.</i>
<i>Employee works outside of regularly scheduled hours</i>	<i>Receives overtime for hours worked and holiday pay.</i>
NON-WORKDAY	PAY
<i>Employee does not work</i>	<i>Receives holiday hours in holiday account.</i>
<i>Employee works</i>	<i>*Receives overtime for hours worked and holiday pay.</i>
	<i>*Employees may complete the Holiday Option Form to have the holiday hours remain in their holiday account for later use, rather than receive holiday pay. See L/A 07-44</i>

(Added 1-1-09)

14.6 HOLIDAY ON EMPLOYEE'S NON-WORKDAY

If a holiday falls on a regular employee's non-workday, such employee shall be entitled to have one additional workday off with pay. Such day shall be scheduled in conjunction with the employee's next scheduled vacation under the provisions of Title 8, except that such day may be taken prior to the employee's next scheduled vacation with the approval of the supervisor in charge. In no event shall the additional day be taken prior to the date of the holiday. The provisions of this Section shall not apply to part-time employees. (Amended 1-1-09)

14.7 WORK ON HOLIDAYS

(a) Notwithstanding Section 14.1, regular employees may be required to work on holidays which fall on their workdays, in which event any such employee shall, in addition to the employee's holiday pay, be paid at one and one-half times the employee's straight rate of pay for all time worked on such days. If Company determines that

the services of an employee who is regularly scheduled to work on holidays are not required on a holiday, such employee shall take the holiday off with pay. (Amended 1-1-09)

(b) (Deleted 1-1-88.)

14.8 PAY FOR HOLIDAY WORK ON NON-WORKDAY

If an employee is required to work on a holiday which falls on a non-workday or on a workday outside his/her basic workweek, the employee shall be paid overtime compensation at one and one-half times the employee's straight rate of pay for all time worked on such day. (Amended 1-1-91)

14.9 HOLIDAY PAY FOR PROBATIONARY EMPLOYEES

A probationary employee shall not be entitled to pay for a holiday unless such employee works on such day, in which event the employee shall be paid at one and one-half times the straight rate of pay for the time so worked. (Amended 1-1-91)

14.10 (Deleted 1-1-97)

14.11 (Deleted 1-1-97)

14.12 HOLIDAY PAY - TIME CARD UPGRADE

The holiday pay of an employee who works in other than his/her regular classification on a time card or attendance report basis shall be based on the rate of pay of his/her regular classification. (Amended 1-1-91)

14.13 HOLIDAY PAY - OTHER THAN TIME CARD UPGRADE

The holiday pay of an employee who is temporarily upgraded, other than on a time card or attendance report basis shall be based on the rate of pay for the job on which the employee is temporarily upgraded. (Amended 1-1-91)

14.14 ERROR

If an employee is misinformed as to his/her holiday entitlement, such employee will not be required to reimburse the Company for any excess hours taken if such employee pointed out the error to his/her supervisor in writing. (Amended 1-1-09)

In those cases where an employee has not pointed out the error to his/her supervisor in writing beforehand, the employee may elect to (a) reimburse the Company for the wages paid for the excess *hours*, or (b) have such excess *hours* be deducted from his/her current vacation entitlement, if any, or (c) have such excess *hours* be deducted from his/her next year's holiday *hours*, if any. (Added 1-1-09)

14.15 (Deleted 1-1-94)

TITLE 15. EXPENSES

15.1 MOVING EXPENSES

An employee who is required to change his/her residence from one locality to another for Company's convenience shall be reimbursed by Company for any expense the employee incurs thereby in moving his/her 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. (Amended 1-1-91)

15.2 TRANSPORTATION

If it becomes necessary for an employee to perform temporary work away from his/her headquarters, Company shall provide transportation or shall reimburse the employee for the cost of using public transportation, provided, however, that if solely for Company's convenience an employee uses his/her personal automobile, Company shall reimburse the employee therefor to the maximum non-taxable vehicle mileage allowance allowed by the IRS., except that an employee covered under Standard Practice 552.3 will continue to receive reimbursement as provided therein. However, the application of the DMA shall not be reduced without agreement with Union. (Amended 1-1-00)

15.3 INTERVIEWS

An employee, who at Company request, is required to travel for the purpose of attending an interview shall be reimbursed by Company for all reasonable costs incurred, including travel time during regular work hours on a workday, transportation or mileage rates, and board and lodging when authorized in advance. If at all possible, interviews and travel time will be scheduled on workdays during regular work hours. (Amended 1-1-80)

GENERAL PROVISIONS FOR EMPLOYEES ATTENDING COMPANY TRAINING CLASSES

The provisions of Sections 10.4 and 10.8 shall not apply to an employee who is temporarily assigned to attend training classes at other than the employee's regular headquarters. In such assignments, the following provisions of Sections 15.4 through 15.9 shall apply: (Amended 1-1-91)

15.4 DAILY TRAVEL

When arrangements are made for an employee to travel each day between the employee's living quarters and the training location, he/she shall be given an allowance for the time involved which is in excess of the time normally taken in traveling between his/her living quarters and regular headquarters and such *time will be considered as time worked and paid at the appropriate rate of pay*. Transportation between living quarters and the training location shall be in accordance with the provisions of Section 15.6. (Added 1-1-09)

15.5 TRAVEL AND EXPENSES - NON-COMMUTABLE LOCATION

(a) If it is impracticable for an employee who attends training classes to return to the employee's regular headquarters or living quarters each day, Company shall, for the duration of the training assignment, provide such employee with board and lodging or, at its option, provide such employee with lodging and meal reimbursement as provided in Section 16.2(b) or reimbursement for the reasonable cost for meals. (Amended 1-1-88)

(b) An allowance for reasonable travel time incurred by an employee in traveling between the employee's regular headquarters or living quarters and the training location at the beginning and at the end of the employee's training assignment shall be authorized. Such time will be considered as time worked and paid at the appropriate rate of pay using the employee's classification at the employee's temporary headquarters and shall also include reimbursement for reasonable cost of meals incurred while traveling. Transportation shall be in accordance with the provision of Section 15.6. (Amended 1-1-11)

(c) If on an employee's non-workdays such employee remains at the training location, the employee's board and lodging on such days shall be provided by Company. If Company does not provide board on such days, it shall reimburse the employee for the reasonable costs incurred in obtaining such meals, or at the employee's option, provide meal reimbursement as provided in Subsection 16.2(b). (Amended 1-1-88)

(d) If an employee elects not to utilize Company-designated board and lodging on the employee's non-workdays, including any holiday which immediately precedes or follows the employee's non-workdays, Company shall allow such employee, for transportation, the sum of \$10.00 per day for each of such days. In lieu of such allowance, Company may provide transportation arrangements between the training location and the

employee's living quarters or regular headquarters in accordance with Subsection 15.6(a). If the employee is scheduled to attend the training class for three consecutive weeks or more, transportation allowances under the provisions of Subsection 15.6(a), (b), or (c) will apply, commencing with the second weekend and every weekend thereafter for the duration of such scheduled attendance. (Amended 1-1-88)

15.6 TRANSPORTATION OPTIONS

In arranging transportation under the provisions of Section 15.4 and Subsections 15.5(b) and 15.5(d), Company, at its option shall:

- (a) provide individual or group transportation by Company vehicle, or
- (b) authorize in advance of the assignment the use of an employee's personal vehicle, or
- (c) provide transportation by public carrier only, or in combination with other means specified in (a) above. (Added 1-1-84)

15.7 COMMON CARRIER

An employee who does not utilize the arrangements determined by Company under the provisions of Section 15.4, Subsection 15.5(a), or Section 15.6 shall be reimbursed for travel expense at the minimum common carrier fare or its equivalent. (Added 1-1-84)

15.8 PERSONAL AUTOMOBILE

The provisions of Section 15.2 shall apply when an employee is authorized to use his/her personal vehicle as a means of transportation under the provisions of Subsection 15.6(b). (Added 1-1-91)

15.9 HOURS IN TRAINING SCHOOL

The regular hours of work of an employee on the days the employee attends training classes shall be from 8:00 a.m. to 5:00 p.m., with not more than one hour off for lunch between 11:00 a.m. and 2:00 p.m. When the lunch period is scheduled for less than one hour, adjustment of the hours of work to correspond thereto shall be made at the end of the afternoon work period. (Added 1-1-91)

15.10 ENABLING CLAUSE

By written agreement between Company and Union, special provisions may be substituted for the provisions of Section 15.4 through Section 15.9 inclusive. (Added 1-1-84)

TITLE 16. MEALS

16.1 INTENT

The provisions of this Title shall be interpreted and applied in a practical manner which shall conform to the intention of the parties in negotiating with respect to meals, namely, that a comparable substitute shall be provided when employees are prevented from observing their usual and average meal practices or are prevented from eating a meal at approximately the usual time therefore.

Average and usual meal practices for day employees are defined as: (Added 1-1-09)

Breakfast: ½ hour to 1 hour prior to regular work hours.

Lunch: non-workday lunch is same as workday lunch time period.

Dinner: Between 6:00 p.m. and 7:00 p.m.

As stated in Section 3.1 of this Agreement, Company is engaged in rendering public utility services to the public, and Union and Company recognize that there is an obligation on each party for the continuous rendition and availability of such services. Therefore, employees will be expected to exercise good judgment as to whether or not to obtain or delay the initial meal when called out for an emergency assignment to restore service to customers during an average and usual meal time. (Added 1-1-09)

16.2 MEALS - REIMBURSEMENT AND TIME TAKEN

(a) Company shall pay the cost of any meal which it is required to provide under this Title, and shall consider as hours worked the time necessarily taken to consume such meal, except, however, that when a meal is taken at Company expense following dismissal from work the time allowance therefor shall be one-half hour. If an employee who is entitled to a meal under the provisions of this Title prior to work, during or upon dismissal from work does not accept such meal the employee shall nevertheless be entitled to such time allowance of one-half hour for each meal missed and meal reimbursement as provided in (b) below. The foregoing shall not apply to an employee's regular lunch period. (Amended 1-1-91)

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

1. Prior to reporting to work:
 - (i) Meal nearest regular starting time \$15.00
 - (ii) Meal nearest midpoint of regular hours \$15.00
 - (iii) Meal nearest regular quitting time \$20.00
2. Meal following dismissal from work \$20.00
3. Meal missed during a work period \$20.00

The allowance referred to above will be paid and taxed on regular bi-weekly paycheck pursuant to Section 13.2. Employees may designate the gross of these payments to a separate direct deposit account than their primary direct deposit account. Employees who receive a pay check may request a separate check for the gross of their In-Lieu meals. (Amended 1-1-09)

(c) "Regular hours, starting time, lunch period and quitting time" on a non-workday are the same as those of a workday. (Added 1-1-84)

16.3 MEALS - WORK BEYOND QUITTING TIME

(a) If Company requires an employee to perform work for more than one hour beyond regular work hours, it shall provide the employee with a meal approximately one hour after regular quitting time and with meals at intervals thereafter of approximately four hours but not more than five hours for as long as the employee continues such work. (Amended 1-1-91)

(b) A part-time employee who has performed work for more than one hour beyond the employee's regularly scheduled work period shall be entitled to a meal and the time in which to eat it at the straight rate of pay, up to one-half hour, upon dismissal provided the employee has performed work for five hours since reporting for work or the employee's last meal period. Work performed one hour beyond an eight-hour work period shall be compensated in accordance with (a) above. The provisions of Section 16.2 apply to part-time employees. (Amended 1-1-91)

(c) When a part-time employee is called to work in advance of his/her regular starting time, for training purposes, the employee's regular and usual meal practices shall prevail. (Amended 1-1-91)

16.4 MEALS - OUTSIDE REGULAR HOURS OR NON-WORKDAYS

(a) When an employee, at the request of the supervisor in charge, is required to perform work on non-workdays during the hours established as the employee's work hours on workdays, the employee shall observe the lunch arrangement which prevails on his/her workdays. If such work continues after the employee's regular work hours, Company shall provide the employee with a meal in accordance with the provisions of Subsection 16.3(a) or (b), whichever is applicable. (Amended 1-1-91)

(b) If Company requires an employee to perform work on the employee's non-workday or workday wholly outside of the hours established as work hours on a workday, it shall, if possible, provide the employee with a meal at intervals of approximately four hours but not more than five hours for as long as such work continues. (Amended 1-1-91)

(c) If Company requires an employee to perform work on workdays starting two hours or more before regular work hours and such employee continues to work into regular work hours, the employee shall provide for one meal on the job and Company shall provide other meals, as required by the duration of the work period, but if such work starts less than two hours before regular work hours, the usual meal arrangements shall prevail. (Amended 1-1-91)

(d) If in any of the foregoing cases, Company does not give an employee an opportunity to eat a breakfast or prepare a lunch before reporting for work, it shall provide such meal. The meals provided for in this Section shall be eaten at approximately the usual times therefor and the usual practice relating to lunch period on workdays shall prevail. (Amended 1-1-91)

16.5 MEALS - REIMBURSEMENT AWAY FROM HEADQUARTERS

(a) Other than as provided in Subsection (b), employees who leave from and return to their established headquarters the same day shall not be reimbursed for lunch expense.

(b) If an employee who works in an office is temporarily required to be away from such work location and is thereby prevented from following his/her usual lunch arrangement Company shall reimburse the employee for lunch expense if the employee had not been given notice of the temporary change prior to the close of the previous workday. (Amended 1-1-91)

16.6 TIME INTERVALS

In determining time intervals for the purpose of providing meals there shall not be included any time allowed for meals. (Added 1-1-09)

TITLE 17. STATUS

17.1 EMPLOYMENT DATE

As used in this Agreement, "employment date" means the latest date on which an employee began a period of Service with Company.

17.2 COMPANY

As used in this Title, the term "Company" shall include:

Pacific Gas and Electric Company
Standard Pacific Gas Line, Inc.
Pacific Gas Transmission Company
Alberta and Southern Gas Company
Alberta Natural Gas Company

Pacific Service Employees Association
Alaska California LNG Company
Calaska Energy Company
Eureka Energy Company
Gas Lines, Inc.
Natural Gas Corporation
Pacific Gas Marine Company
Pacific Gas Terminal Company
Pacific Transmission Supply Company
PG&E Corporation

(Amended 1-1-09)

17.3 SERVICE

Service is defined as the length of an employee's continuous employment since his/her Employment Date with Company, a Predecessor Company, any Company or association named in Section 17.2 above, and as provided hereafter in Section 17.4. The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason or layoffs for lack of work which is in excess of the time provided for in Subsection (a) below. The following periods of absence shall count as service for purposes of this Agreement and shall not constitute a break in service: (Amended 1-1-88)

(a) Absences caused by layoff for lack of work so long as such employee has been absent less than thirty continuous months. (Amended 1-1-94)

(b) Absence on a leave of absence authorized by the Company pursuant to the provisions of Title 6 provided the employee returns to active work with Company immediately following the leave of absence. (Amended 1-1-91)

(c) Absence because of illness or injury as long as the employee is entitled to receive sick leave pay or is entitled to receive benefits under the provisions of the *Voluntary Disability Insurance Plan, Voluntary Paid Family Leave Plan, Wage Continuation Plan*, a state disability plan, the Long-Term Disability Plan, or a Workers' Compensation Law, provided that the employee returns to active work with Company immediately following recovery from the illness or injury. (Effective 1-1-18)

(d) Absence for military service or service in the Merchant Marine so long as the employee returns to active work with the Company within the period during which the employee's reemployment rights are protected by law. (Amended 1-1-91)

(e) Absence for Union business pursuant to the provisions of Section 6.6.
If an employee fails to return to active work within the above time limits, for any reason except death or disability, Service shall be deemed terminated as of the expiration of the time limit. (Amended 1-1-91)

An employee who is rehired after a break in Service shall be treated as a new employee for all purposes, and Service and compensation before the break in Service shall not be recognized for any purpose under any provision of this Agreement. (Amended 1-1-91)

17.4 ACQUISITIONS

In the acquisition of another company, the Service of the employees involved in such acquisition may be established by written agreement between Company and Union.

17.5 REGULAR STATUS

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

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

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

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

(Entire Section Amended 1-1-88)

17.6 PART-TIME EMPLOYMENT

(a) A part-time employee is any employee whose regularly scheduled workweek is 35 hours or less. Part-time employees shall be entitled to service and prorated benefits, vacations and sick leave based on the ratio of total straight-time hours worked in a year by the employee to the full-time equivalent hours (2,080 hours per calendar year), unless otherwise noted. (Amended 1-1-16)

(b) A part-time employee shall be eligible to receive benefits as noted in this Agreement and in accordance with the eligibility requirements as stated in the Summary of Benefits Handbook (Amended 1-1-16):

(1) *Upon reaching regular status:* Group Life Insurance and Long-Term Disability coverage as provided in the Benefit Agreement and described in the Summary of Benefits Handbook. (Amended 1-1-16)

(2) Medical, Dental and Vision plan coverage as provided in the Medical, Dental and Vision Benefit Agreement and described in the Summary of Benefits Handbook. (Amended 1-1-16).

(3) *Upon reaching regular status:* Vacation allowance as provided in Title 8, but prorated based on the ratio of total straight-time hours worked in a year to 2,080 hours. (Amended 1-1-16)

(4) *After completing one year of service:* Sick leave as provided in Title 7, but prorated based on the ratio of straight-time hours worked in a year to 2,080 hours. Sick leave may only be taken on those days or for those hours that an employee is asked or scheduled to work and is unable to work due to illness or non-industrial injury. (Amended 1-1-16)

(5) *Upon reaching regular status:* Paid holiday hours prorated based on ratio of straight-time hours scheduled to work in a year to 2,080 hours. (Amended 1-1-16)

(6) *Retirement Plan and Retirement Savings Plan benefits as provided in the Benefits Agreement and described in the Summary of Benefits Handbook. (Amended 1-1-16)*

(c) Part-time employment is allowed up to, but not to exceed twenty percent (20%) of the total full-time clerical bargaining unit complement at any given time. In any one headquarters, the number of part-time clerical bargaining unit employees cannot exceed the number of full-time clerical bargaining unit employees. However, this does not apply to headquarters and departments with only one employee. (Amended 1-1-11)

(d) Company to furnish Union a listing of all clerical bargaining unit part-time employees on a quarterly basis. (Added 1-1-97)

17.7 INTERMITTENT EMPLOYEES

(a) An intermittent employee is one who does not work any set schedule of hours per day or days per week, but who is on call to fill in on any schedule on an as-needed basis. During sickness or vacation relief periods,

however, such employee may be assigned to work the schedule and hours of the absent employee if such an assignment cannot be made pursuant to the provisions of Subsection 18.3(a) or any Relief Agreement.

(b) Intermittent employees will attain regular status upon the completion of six months of continuous service. Continuous service is defined in Section 17.5 as being "uninterrupted by (1) discharge, (2) resignation, or (3) absence for more than a cumulative total of 30 days due to (i) layoff, (ii) sickness or industrial disability, or (iii) other causes." If an employee is off for more than 30 days during a six-month period, a new six-month qualifying period will begin upon return to work. (Amended 1-1-91)

(c) An intermittent employee who attains regular status or a regular employee who accepts intermittent status shall be eligible to receive the following benefits: (Amended 1-1-91)

(1) Group Life Insurance and Long-Term Disability coverage, and Retirement Plan and Retirement Savings Plan benefits as provided in the Benefit Agreement *and described in the Summary of Benefits Handbook*. (Amended 1-1-16)

(2) Medical, Dental and Vision plan coverage as provided in the Medical, Dental and Vision Benefit Agreement *and described in the Summary of Benefits Handbook*. (Amended 1-1-16)

(3) Vacation allowance as provided in Title 8, but prorated based on the ratio of total straight-time hours worked in a year to 2,080 hours.

(4) Sick leave as provided in Title 7, but prorated based on the ratio of total straight-time hours in a year to 2,080 hours. Sick leave may only be taken on those days and for those hours that an employee is asked or scheduled to work and is unable to work due to illness or non-industrial injury.

(5) Paid holidays when regularly scheduled to work on that day. Such holiday payment shall be in proportion to the amount of time which the employee would have worked on that day if it were not a holiday.

(d) *Intermittent employees who have not obtained regular status are eligible for the following benefits:*

(1) *Paid sick leave as provided in accordance with Letter Agreement 15-19. Sick leave may only be taken on those days and for those hours that an employee is asked or scheduled to work and is unable to work due to illness or non-industrial injury. (Added 1-1-16)*

(e) Company to furnish Union a listing of all clerical bargaining unit intermittent employees on a quarterly basis. (Added 1-1-91)

17.8 OVERTIME

Part-time and intermittent employees shall receive the overtime rate of pay set forth in Title 12 for hours worked in excess of eight hours in a day or 40 hours in a week, or on the sixth or seventh day worked in a week or on a holiday.

17.9 PROGRESSIVE WAGE INCREASES

Part-time and intermittent employees shall receive progressive wage increases (where applicable) upon completion of 1,040 hours of work at the straight-time rate of pay at an established wage step.

17.10 LIST

As soon after the end of each calendar year as it is practicable to do so, Company will furnish Union with a list showing the name, personnel number, home address, employment date, and classification of each employee calculated to the end of such year. (Amended 8-15-17)

17.11 INFORMATION

Upon an employee's request, Company shall give such employee any information of record concerning his/her status as an employee of Company. Such requested information shall be furnished during normal business hours and as soon as practicable, but within 28 calendar days from the date of the request. (Amended 1-1-91)

TITLE 18. JOB BIDDING, PROMOTION AND TRANSFER

18.1 INTENT

(a) The provisions of this Title shall be interpreted and applied in a manner consistent with the parties' purpose and intent in negotiating the job bidding, transfer, and promotion 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 18.5(b), and Section 18.8 for an appointment to fill a vacancy, and that Company shall endeavor to expedite the filling of job vacancies. (Amended 1-1-88)

(b) Under this Title a regular employee will be considered for promotion or transfer on the basis of Service and qualifications. It is the intent of the parties that the establishment of Lines of Progression shall not operate to impede an employee's advancement unreasonably. The parties recognize that experience and training in the duties of a job which is vacant are important elements to be considered in determining an employee's qualifications therefor. In filling a vacancy in a clerical or office classification in the collective bargaining unit described in Section 2.1, Company shall observe the provisions of Section 18.6 or Section 18.8 and in so doing shall give effect to the above stated purpose and intent. Any alleged arbitrary or discriminatory disregard of this policy shall be subject to review under the grievance procedure. (Amended 1-1-91)

(c) (Deleted 1-1-74)

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

18.2 PROBATIONARY EMPLOYEES AND DEFINITION OF TOP RATE OF PAY

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

(b) (Deleted 1-1-74)

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

(d) Except as provided for in (c) above, the definition of the Top Rate of Pay is as defined in Exhibit A, Clerical Lines of Progression. (Added 1-1-84)

18.3 FILLING TEMPORARY VACANCIES

(a) (1) Whenever a vacancy occurs in any job classification, Company may temporarily fill it by assignment. In making temporary assignments to fill job vacancies, other than vacancies in beginner's classifications, Company shall first consider regular full-time employees at the headquarters in which the job vacancy exists in the order of their preferential consideration under Section 18.8. The foregoing shall apply whether or not the vacancy is one which must be filled on a regular basis.

(2) The following guidelines shall be applied in the application of Subsection 18.3(a)(1):

i. To the senior qualified 18.8(a) bidder in the department and headquarters of the vacancy; and then (b) bidder in the department and headquarters.

ii. To the senior qualified 18.8(a) bidder in the headquarters of the vacancy; and then (b) bidder in the headquarters.

iii. To the senior qualified 18.8(d) bidder in the department and headquarters of the vacancy.

iv. To the senior qualified 18.8(d) bidder in the headquarters of the vacancy.

Note: If the vacancy is in a Division Department located at the same headquarters as a Department under the Region, Region 18.8(b) or (d) bidders fall into categories ii and iv and vice versa. (Amended 8-15-17)

(Amended 1-1-91)

(b) If the vacancy cannot be filled as outlined in (a) above, and if there is no next lower classification in the headquarters and the temporary vacancy is for more than one week and the Company still desires to fill the temporary vacancy, the senior qualified prebidder within the Bidding Unit residing within a commutable distance (30 miles or 45 minutes road time) from the headquarters shall be offered the vacancy. (Amended 1-1-91)

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

(d) Additional Lines of Progression may be established and the existing Lines of Progression may be modified or eliminated by agreement between Company and Union.

18.4 PREBID PROCEDURE

Any regular employee of Company may submit a prebid on any existing job classification and headquarters for which the employee desires consideration in accordance with the following procedure provided the employee does not exceed a combined maximum number of 200 prebids and transfers. This maximum will not apply to employees subject to the provisions of Title 19. (Amended 6-1-03)

(a) **Eligibility:** To be valid, an employee's prebid must be entitled to preferential consideration under the provisions of Section 18.8. A list of existing classifications by headquarters with appropriate prebid numbers is available online from the Company's Human Resources web site. (Amended 1-1-09)

(b) **Forms:** Prebids must be submitted electronically through PG&E@Work For Me (from the Company's intranet or the Internet). (Amended 1-1-09)

(c) (Deleted 1-1-09)

(d) **Timeliness:** Company shall not consider any prebid which was received by Company on or after the control date which is the date the fully authorized job vacancy report was received by the Centralized Job Bidding Team (CJBT) to fill a job vacancy in the classification and headquarters on which the prebid was made. Only those prebids valid prior to the control date on the job vacancy report will be considered to fill such vacancy. Subsequent prebids may be considered only after that list has been exhausted. After two lists have been exhausted, Company may fill the job at its discretion under the provisions of Section 18.12. (Amended 1-1-09)

(e) **Date of Receipt:** The date of receipt will be the date received by the CJBT. (Amended 1-1-09)

(f) **Acknowledgement:** Company will acknowledge receipt of all prebids within 15 calendar days from the date of receipt and without rejecting the prebid notify the employee via e-mail of any known reason which might preclude the employee's filling the classification on which the employee has submitted a prebid, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available electronically from the About Me tab in PG&E@Work For Me (from the Company's intranet or the Internet). (Amended 1-1-09)

(g) **Cancellation of Prebids:** Prebids are valid for a period of one year from the date of receipt or until such time as the employee changes classification and/or headquarters, or until such time as the employee rejects an appointment to the classification and headquarters (and shift, if appropriate) on which the prebid was made. Company will notify an employee of the cancellation of employee's prebids as indicated below. Cancellation 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) immediately upon the employee's declining an appointment to the classification and headquarters on which the prebid was submitted, (Amended 1-1-09)

(3) immediately after any employee's change of headquarters, classification, or position (Amended 8-15-17)

(4) (Deleted 1-1-09)

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

(6) upon receipt of authorization from the CJBT to cancel prebids because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 19.9, with notification to the employee by the CJBT of such cancellation. In the latter cases, the employee's prebid will be given the appropriate 18.8 consideration for 15 calendar days from the time the CJBT notifies employee of such cancellation. (Amended 1-1-09)

(h) **New Jobs at a Headquarters:** The Company shall post, on the HR intranet and send to IBEW representatives designated by the Business Manager, a notice describing all new classifications at existing headquarters or any job at a new headquarters in the Company, on the first or fifteenth of any month, as soon as such jobs are authorized to be filled. Such notice shall remain posted until the next Directory listing the new classification is posted on the bulletin board, but not less than 15 days. If no prebids are received 18 days after the date shown on the notice, or after two lists have been exhausted, Company may fill the vacancy at its discretion under the provisions of Section 18.12. (Amended 8-15-17)

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

(j) **Prebid Directory:** The Company shall identify all prebidable classifications covered under the Physical and Clerical Agreements. Such identification shall include the location, function and prebid number. (Added 1-1-91)

(k) **Accepting Job Offer:** An employee will be expected to provide a response by the next business day if s/he is offered a position that will not result in the employee needing to relocate his/her residence.

An employee will be expected to reply within 48 hours of receiving a job offer request when accepting the offered position will result in the employee needing to relocate his/her residence. Under certain circumstances of hardship or operational needs, the supervisor offering the position may grant up to 72 hours for the employee to respond. Further, based on operational needs, an employee may be granted the use of a floating holiday or vacation day to assist in determining whether or not to accept a job offer. Failure to respond in the aforementioned time frame will cause the employee's bid to forfeit.

An employee who is scheduled to go on vacation is encouraged to voluntarily leave a phone number with his/her supervisor at which s/he can be reached if a job offer is extended. As an alternative, an employee may voluntarily leave his/her supervisor a prioritized list of vacancies s/he will accept if offered a position. This list will expire after the vacation period is ended. In no case will an employee be bypassed for an offer due to being on vacation. (Added 6-1-03)

18.5 FILLING BEGINNER'S CLASSIFICATION

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

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

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

(b) Company shall make unrestricted appointments in filling one-half of the vacancies in beginner's classifications or one-half of the vacancies in regularly scheduled part-time jobs at any headquarters. (Amended 1-1-91)

(c) In making appointments to fill the remaining one-half of the vacancies in beginner's classifications in each Line of Progression or one-half of the vacancies in regularly scheduled part-time jobs in a given headquarters, Company shall give preferential consideration to regular physical and clerical employees with at least one year of service unless transferring to a part-time classification with a higher wage rate or from a part-time position to a full-time, who have previously requested in writing a transfer to fill such vacancies. An employee who is the senior, qualified transferee to more than one vacancy, which is currently being filled, shall be given the option of accepting the classification and headquarters desired. Preference for appointment shall be given to the employee in each classification who has the greatest Service in the following sequence: (Amended 6-1-03)

(1) To such physical and clerical employee in the Bidding Unit where the vacancy exists. (Priority 2 status transfer) (Amended 1-1-91)

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

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

All transfer requests must be submitted electronically through PG&E@Work For Me (from the Company's intranet or the Internet). In no event shall the Company consider any transfer application which was received by the Centralized Job Bidding Team (CJBT) on or after the established control date. The control date is first established on the date the fully authorized personnel requisition is received the CJBT to fill a job vacancy in the classification and headquarters on which the transfer application was made. If the transfer listing is exhausted without a successful candidate, a new control date will be established. This new control date will be the date of the decline or bypass of the last transfer applicant. Transfers which were not timely under the original control date but were received prior to the new control date will then be given consideration. If the vacancy cannot then be filled by transfer, it may be filled by unrestricted appointment - no transfers on file. (Amended 1-1-09)

(d) Company shall acknowledge receipt of all transfer applications within 15 calendar days from date of receipt and, without rejecting such applications, notify the employee via e-mail of any known reason which might preclude the employee from filling the classification on which the employee has submitted a transfer application, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available electronically from the About Me tab in PG&E@Work For Me (from the Company's intranet or the Internet). (Amended 1-1-09)

(e) Within ten calendar days after the first of each month, Company shall, within each Bidding Unit or Department, provide Union information on beginning job vacancies that have been filled the previous month as follows: (Amended 1-1-91)

- (1) Name of individual, personal identification number, employment date and classification. (Amended 1-1-09)
- (2) Classification of vacancy filled.
- (3) Department and Headquarters of vacancy filled.
- (4) Date vacancy filled.
- (5) Show whether vacancy is regular or part-time.
- (6) Show whether vacancy is filled by transfer, new hire or new hire-no transfers on file.
- (7) Show whether vacancy resulted from the downgrading of a higher classification or is a newly established position at the headquarters.

(f) The following classifications shall be considered as beginner's classifications and shall not be subject to the bidding provisions of this Title: (Amended 8-15-17)

Utility Clerk
Clerk D
Machine Operator B
Data Entry Operator
Computer Operator III
Gas Chart Calculator
Utility Telephone PBX Operator
Utility Typist
Utility Stenographer
Reprographics Operator B
Utility Machine Operator
Word Processing Operator
Service Representative I

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

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

- (1) at the expiration of one year from the date of the transfer and after 15 calendar days advance notice from Company,
- (2) immediately upon the employee's declining an appointment to the classification and headquarters on which the transfer was submitted, (Amended 1-1-09)
- (3) immediately after any employee's change of headquarters, classification, or position (Amended 8-15-17)
- (4) (Deleted 1-1-09)

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

(6) upon receipt of authorization from the CJBT 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 CJBT of such cancellation. In the latter cases the employee's transfer will be given the appropriate consideration for 15 calendar days from the date of notification. (Amended 1-1-09)

(i) **Accepting Job Offer:** An employee will be expected to provide a response by the next business day if s/he is offered a position that will not result in the employee needing to relocate his/her residence.

An employee will be expected to reply within 48 hours of receiving a job offer request when accepting the offered position will result in the employee needing to relocate his/her residence. Under certain circumstances of hardship or operational needs, the supervisor offering the position may grant up to 72 hours for the employee to respond. Further, based on operational needs, an employee may be granted the use of a floating holiday or vacation day to assist in determining whether or not to accept a job offer. Failure to respond in the aforementioned time frame will cause the employee's bid to forfeit.

An employee who is scheduled to go on vacation is encouraged to voluntarily leave a phone number with his/her supervisor at which s/he can be reached if a job offer is extended. As an alternative, an employee may voluntarily leave his/her supervisor a prioritized list of vacancies s/he will accept if offered a position. This list will expire after the vacation period is ended. In no case will an employee be bypassed for an offer due to being on vacation. (Added 6-1-03)

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 Bidding Area in which the vacancy occurs and is either in the same classification as that in which the vacancy occurs or is in a classification having an identical scheduled wage rate. Successive vacancies created by such assignment may be filled in like manner. If any vacancy is not filled as provided herein, it shall be filled in accordance with the provisions of Section 18.8. This cannot result in more than one transfer between headquarters. (Amended 1-1-91)

POSTBIDDING PROCEDURE (Deleted 1-1-88)

18.7 FORFEITURE

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

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

(b) An employee who after declining a bona fide offer to a vacancy at a given headquarters attains preferential bidding rights under Title 19 shall not be subject to the provisions of this Section. (Amended 1-1-91)

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 full-time employees in the Bidding Units and in the Line of Progression in which the vacancy exists, who are:

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

(c) Bids made by regular employees who are:

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

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

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

18.9 PREFERENCE BY LENGTH OF SERVICE

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

(b) In the event a conflict arises as to seniority between two (2) or more employees whose seniority date is the same, the following will be the sequence of consideration for the purpose of a tie-breaker between employees hired before January 1, 2015: (Amended 8-15-17)

(1) any prior regular service as a Company employee shall be taken into consideration and the employee whose prior service is greater shall be deemed to have the greater seniority; (Amended 1-1-11)

(2) the employee who first successfully completed the Physical Test Battery, Clerical Test Battery, or POSS (DCPP), whichever equivalent test version is applicable to the vacancy, shall be deemed to have the greater seniority; (Amended 8-15-17)

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

(c) *For employees hired on or after January 1, 2015, whose hire date is the same, a random number will be assigned to determine the seniority tie-breaker. The employee with the lower number is deemed to have the greater seniority. (Added 8-15-17)*

(d) In the implementation of Title 19, the parties may agree to a process different than the above. (Added 6-1-03)

18.10 TIME LIMITS ON BIDDING

Notwithstanding anything contained in this Title, Company shall not give consideration to any application for transfer or prebid 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 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. (Amended 1-1-91)

18.11 BYPASS FOR LACK OF QUALIFICATIONS

(a) Notwithstanding anything contained in this Title, Company may reject the bid 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. 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 counseling for poor work performance during the previous 12 months. Active counseling for the purpose of this Section is defined as: during the previous twelve month period (1) two or more instances in which the employee has received written reminders, (2) a decision-making leave or (3) a demotion with cause. (Amended 1-1-94)

(b) Company may give tests to assist in determining an employee's qualifications. By written agreement, Company and Union may adopt testing programs for determining employee's qualifications for promotion. An employee's failure to pass such tests in accordance with a Company and Union-approved program shall result in the rejection of the employee's bid without further consideration. The employee shall have the right to review the examination and the correct answers unless there are no alternate versions of the examination, in which event the employee can review the examination without the correct answers. Any review shall be conducted with a management employee. (Amended 1-1-91)

18.12 APPOINTMENT TO UNBID VACANCY

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

18.13 SUPERVISING OR LEAD CLASSIFICATIONS

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

18.14 NOTIFICATION TO UNION OF BYPASS

When an employee is to be appointed to fill a job vacancy in preference to an employee with greater Service, as provided in Section 18.8, Company shall notify Union of the decision prior to such appointment. *Notifications will be limited to bypasses for reasons other than 1) lack of minimum qualifications and 2) outside of the Line of Progression.* (Amended 8-15-17)

18.15 APPOINTMENT DUE TO URGENT NECESSITY

Notwithstanding anything contained in this Title, Company by agreement with Union may appoint to fill a job vacancy any employee who requests such appointment for reasons of urgent necessity, such as impairment of the employee's 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. For consideration under this Section, an employee shall submit to the Company, by United States mail, a letter outlining reasons for such request in accordance with Letter Agreement 91-99. (See Exhibit J - Procedures to be Utilized in Connection with Hardship Transfers.) When a vacancy occurs at a location that could alleviate the employee's problem, Company and Union may agree in writing to the appointment of the employee to fill such vacancy. (Amended 1-1-94)

18.16 EXCHANGE OF HEADQUARTERS

Company, by written local agreement with Union (L/A R2-88-21), 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. (Amended 8-15-17)

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) (Deleted 1-1-88)

(b) Company shall post biweekly on the HR intranet a list of all job awards made through prebids and through transfers since the last list was posted and shall provide such list to IBEW representatives as designated by the Business Manager. 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. *Such lists will be posted biweekly at each headquarters by the assigned Clerical staff.* (Amended 8-15-17)

18.19 (Renumbered as Section 13.5)

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

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

Such employee shall be entitled to two opportunities to pass the test referred to above. The second attempt to pass such test must be a minimum of three months from the date of the initial attempt. However, where the parties have agreed that certain classifications, other than normal entry level, have substantially identical tasks in General Construction as in the Regions or General Office Departments, successful performance by an employee in such classification will be considered as presumptive evidence of meeting the appropriate agreed-to test requirements. Additionally, a former General Construction employee who has become a Region or General Office Department employee at the journeyman level or below must meet the agreed-to test battery to meet the employment requirements for Region or General Office Department employees before being promoted to a Working Foreman job on other than a temporary basis. Notwithstanding the foregoing, successful performance as a temporary Working Foreman in a Region or General Office Department for a cumulative total of six months or more shall be presumptive evidence of meeting such requirements. (Amended 1-1-88)

18.21 RIGHTS TO GRIEVANCE

Any employee aggrieved by Company's application and interpretation of the job bidding and promotion policies established herein may thereon invoke the grievance procedure of this Agreement. (Added 1-1-91)

TITLE 19. DEMOTION AND LAYOFF PROCEDURE

19.1 GENERAL RULES (REGULAR EMPLOYEES)

The provisions of Title 19 which are applicable to employees with one continuous year of service in cases of displacement, demotion, or layoff due to lack of work or the return of an employee from leave of absence for Union business or military service shall be applied in such manner as to give effect to the following: (Amended 1-1-94).

(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 due to lack of work shall be considered as though they had already been demoted, and, notwithstanding the provisions of Title 18, have their bids to fill vacancies, in the normal Line of Progression, considered under the provisions of Section 19.9. Subsection 19.1(b) through Section 19.13 shall apply to employees being displaced or demoted due to lack of work or employees being displaced by another employee due to lack of work. (Amended 1-1-00)

(b) An employee's Service, as defined in Section 17.3 shall be the determining factor in the application of this Title.

(c) Where a vacancy in an appropriate classification exists, the filling of such vacancy in accordance with the appropriate provisions of this Title shall be substituted for the displacing of another employee as provided herein. (Amended 1-1-00)

(d) An employee may not elect to displace another employee whose Service is equal to or greater than his/her own. An employee may not displace an employee in a classification having a wage rate higher than that of his/her own classification except where such classification is considered to be the same in accordance with a Line of Progression as provided for in Exhibit A or where such classification is a beginners classification. (Amended 1-1-00)

(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.

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

(g) In the application of this Title, part-time employees and intermittent employees are considered to be a different classification than full-time employees under the same job title. Part-time employees and intermittent employees will not be able to displace full-time employees, regardless of seniority. Part-time employees can only displace other part-time employees in the same or lower classifications within their normal Line of Progression. Intermittent employees can only displace other intermittent employees in the same or lower classifications within their normal Lines of Progression. (Added 1-1-88)

(h) No regular full-time employee will be displaced, demoted, or laid off due to the usage of part-time employees. Further, at a headquarters where Title 19 is to be implemented, all part-time employees shall be affected prior to regular full-time employees. (Added 1-1-91)

19.2 NOTICES

The following notices shall be given in connection with the demotion, displacement and layoff provisions of this Title: (Amended 1-1-00)

(a) Company will give all employees as much notice as possible of an impending displacement, but in no case less than 14 calendar days. Further, Company will give an employee who is to be demoted or displaced due to lack of work as much notice thereof as possible, but in no case less than 14 calendar days. (Amended 1-1-00)

(b) All employees will be given an opportunity to notify the Company, through the completion of the employee option form, of their preferential order in which Section 19.3 through 19.7 shall be administered. This information will be kept on file for use in any displacement action and may be updated by the employee at any time up to 2 days prior to the start of a displacement action. Preferential consideration shall be given to employees in the order of their Service, while Company shall endeavor to give effect to an employee's preference in the order he/she has indicated. Length of Service shall be the determining factor where two or more

employees express a preference for a single location. Company shall notify an employee as to the specific location to which such employee will be transferred. (Amended 1-1-00)

(c) An employee's failure to give the notice prescribed in Subsection (b) will result in the Company applying the following preference sequence: 1) 19.3 to immediate next lower classification; 2) regular sequence of consideration of 19.4 to Area, then Unit, then System; 3) 19.5 to Area and then Unit; 4) 19.6 to Area, then Unit, then System; and 5) 19.7 layoff. (Amended 1-1-00)

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

(e) By agreement between Company and Union, the notice periods in this Section may be extended. (Added 1-1-91)

19.3 DEMOTION IN LINE OF PROGRESSION

When a demotion or displacement is to be made in a classification at a Company headquarters, the employee with the least Service in such classification shall be demoted to the next lower classification in the reverse order of the normal Line of Progression. An employee shall be demoted on a step by step basis; that is, the employee shall first be demoted in the reverse order of the normal Line of Progression for his/her classification to the next lower classification and, at such step, if the employee is subject to further demotion, the employee may exercise the election provided for in Section 19.4 or Section 19.5, as the case may be. If successive demotions must be made, the same procedure shall apply at each step until the employee is either placed in another job or is laid off. If more than one demotion is to be made, the within procedure shall first be applied to the highest classification to be affected, and then to successively lower classifications. (Amended 1-1-91)

19.4 ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT

(a) Elections to retain department: An employee with three years or more of Service, who is to be demoted or displaced as provided in Section 19.3 has the following elections within his or her department: (Amended 1-1-00)

(1) may elect to displace that employee in the same classification and department within the Demotion Area who has the least Service, or if no such election is available; (Amended 1-1-94)

(2) may elect to displace that employee in the same classification and department within the Demotion Unit who has the least Service, or if no such election is available; (Amended 1-1-94)

(3) may elect to displace that employee in the same classification and department in the System who has the least Service, (Amended 1-1-00)

(b) Elections to change department: An employee with three years or more of Service, who is to be demoted or displaced as provided in Section 19.3 also has the following elections: (Added 1-1-00)

(1) may elect to displace that employee in the same classification in the Demotion Area who has the least Service, or if no such election is available; (Amended 1-1-00)

(2) may elect to displace that employee in the same classification in the Demotion Unit who has the least Service, or if no such election is available; (Amended 1-1-00)

(3) may elect to displace that employee in the same classification in the System who has the least Service. (Amended 1-1-00)

(c) An employee with less than three years of Service who is to be demoted or displaced as provided in Section 19.3 has the following elections: (Amended 1-1-00)

(1) may elect to displace that employee in the same classification and department within the Demotion Area who has the least Service, or if no such election is available; (Amended 1-1-94)

(2) may elect to displace that employee in the same classification and department within the Demotion Unit who has the least Service, or if no such election is available; (Amended 1-1-94)

(3) may elect to displace that employee in the same classification within the Demotion Area who has the least Service, or if no such election is available; (Amended 1-1-91)

(4) may elect to displace that employee in the same classification within the Demotion Unit who has the least Service. (Amended 1-1-94)

(d) An employee who has been demoted or displaced, as provided in Section 19.3, before exercising the election provided by Subsection (a) hereof, may exercise such elections as if the demotion has not occurred. (Amended 1-1-00)

(e) Under a system wide application of Title 19, the three year service requirement under Sections 19.4 and 19.6 will be waived. (Added 1-1-00)

19.5 ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION

(a) If an employee cannot effect a demotion or displacement in accordance with Section 19.3 and, if in addition, such employee does not for any reason effect an election in accordance with Section 19.4, the employee may, if such employee has previously worked for at least six months in any other classification in another Line of Progression in Company, elect to displace that employee in such classification and Line of Progression in the employee's Demotion Area who has the least Service. An employee may exercise an election under the provisions of this Section only when it is for the purpose of returning to the Line of Progression in which the employee worked immediately prior to entering the Line of Progression from which the election was exercised. (Amended 1-1-94)

(b) If an employee cannot effect a demotion or displacement in accordance with Section 19.5(a) above, the employee may, if he/she 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 such employee's Demotion Unit who has the least Service. An employee may exercise an election under the provisions of this Section only when it is for the purpose of returning to the Line of Progression in which the employee worked immediately prior to entering the Line of Progression from which the election was exercised. (Added 1-1-88)

19.6 BUMPING EMPLOYEE IN BEGINNER'S JOB

(a) If the Company cannot effect a demotion or displacement of an employee in accordance with Section 19.3 and, if in addition, such employee does not for any reason effect an election in accordance with Section 19.4 or 19.5, he/she may elect to displace that employee in the Demotion Area, in a beginning classification who has the least Service for which he/she meets the qualifications of the transfer. (Amended 1-1-00)

(b) If the Company cannot effect a demotion or displacement of an employee in Subsection (a) hereof, such employee may elect to displace that employee in the Demotion Unit in a beginning classification, who has the least Service, for which the employee meets the qualifications of a transfer. (Amended 1-1-00)

(c) If the Company cannot effect a demotion or displacement of an employee in Subsections (a) and (b) hereof, if the employee has been employed three years or more, such employee may elect to displace that employee in the Company in a beginning classification, who has the least Service, for which the employee meets the qualifications for a transfer. (Amended 1-1-00)

19.7 LAYOFF

(a) An employee can elect layoff in lieu of exercising options under 19.3, 19.4, 19.5 or 19.6. Further, an employee who does not effect a displacement under any of the elections in Section 19.3, 19.4, 19.5, and 19.6, will be laid off. (Amended 1-1-00)

(b) An employee who is not affected by this Title may elect to take a layoff under this Title, without employing applications of Sections 19.1 through 19.6, thereby reducing the number of employees affected. Such employee shall have preferential rehire rights as provided under Section 19.13. This option for layoff is restricted to employees in impacted classifications and headquarters. (Added 1-1-00)

19.8 MOVING ALLOWANCE

(a) When an employee is displaced under the provisions of this Title because of lack of work at his/her headquarters, and the employee's new headquarters is beyond commutable distance from his/her residence, Company shall reimburse the employee for the reasonable costs incurred in connection with moving his/her household in a sum not to exceed \$2,400. (Amended 1-1-94)

(b) Reasonable costs as referenced above shall include and are restricted to: (Amended 1-1-94)

(1) Transportation of the employee and his/her immediate family to the new headquarters location (one trip only). (Amended 1-1-94)

(2) Meal and motel expenses for the above incurred on moving day when movers cannot complete the move on the same day. (Amended 1-1-94)

(3) Moving of furniture and household goods to the new residence. (Amended 1-1-94)

(4) Cost of containers to be used in moving less applicable credits for returned items, such as, barrels, wardrobes and boxes. (Amended 1-1-94)

(5) Reasonable insurance on furniture and household goods. (Amended 1-1-94)

(6) Installation of television antenna or cable connections. (Amended 1-1-94)

(7) Piping and wiring costs to accommodate moved appliances. (Amended 1-1-94)

(8) Reasonable costs of any kind and all non-refundable deposits and/or hook-up fees for water, garbage, telephone, gas and electric. (Amended 1-1-94)

All expenses not specifically covered above are excluded from payment under this Section. (Amended 1-1-94)

Although there is no time limit on when the move should occur, notice of intent to move must be filed by the employee within 90 days after his/her transfer in order to qualify for reimbursement of moving expenses outlined above. All requests for reimbursement for moving expenses must be presented together with proper receipts before payment can be granted. (Amended 1-1-00)

(c) "Beyond commutable distance," as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his/her present residence. (Amended 1-1-94)

(d) An employee is not required to move within a commutable distance (45 minutes or 30 miles) to become eligible for a moving allowance, but must move closer to the new headquarters to qualify. (Added 1-1-00)

19.9 ACCELERATED PROMOTION

For the purpose of enabling employees who have been 1) demoted or transferred under the provisions of this Title, or 2) to enable employees who have been on or are on Long-Term Disability status, or 3) *placed into a bargaining unit job in another line of progression or a different bargaining unit as the result of an Internal Job Search*, or 4) returned to work from Long-Term Disability into a different bargaining unit, to return to their former

status (includes former classification and department and/or any other intermediate classification in the department and in the Line of Progression), 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: (Amended 8-15-17)

(a) Bids and transfer applications submitted by employees who formerly worked in such job classification and headquarters, and who were transferred from such headquarters, demoted from such classification, or were placed on Long-Term Disability status from such headquarters. An employee's bid or transfer application shall not be considered under this Subsection if following demotion or transfer the employee has not exercised each opportunity available to return to a job in his/her former classification and headquarters. (Amended 1-1-91)

(b) Bids and transfer applications submitted by employees listed in Subsection (a) above who formerly worked in such job classification and Area. (Added 1-1-00)

(c) Bids and transfer applications submitted by employees listed in Subsection (a) above who formerly worked in such job classification. (Amended 1-1-00)

(d) Should an employee return to a classification and/or Line of Progression under the provisions of Section 19.13 other than one from which such employee was demoted, transferred or laid off, such placement shall not be considered as voluntarily removing himself/herself from the Line of Progression to which such employee would have accelerated promotional rights under the provisions of this Section. (Amended 1-1-00)

In considering, under Subsections (a), (b) or (c), bids or transfer applications received from two or more employees on the same job, Company shall give preferential consideration to the bid or transfer application submitted by the employee who has the greatest Service. (Amended 1-1-00)

An employee who has been demoted or transferred under the provisions of this Title who thereafter voluntarily removes him/herself from the Line of Progression to which the employee was previously transferred or demoted shall not be given consideration under this Section. (Amended 1-1-91)

19.10 DEMOTION TO UNIT FROM OUTSIDE

(a) When by reason of lack of work at the employee's headquarters the Company demotes into a classification in the collective bargaining unit a supervisory or other employee who was not at the time of demotion a member of such unit such employee shall thereupon be entitled to exercise the rights set forth in this Title. (Amended 1-1-88)

(b) In no case shall such demoted employee be placed into a classification that is higher than the classification held prior to leaving the bargaining unit subject to Subsection 19.1(f). (Added 1-1-88)

(c) Company shall not demote into the collective bargaining unit a supervisor or other employee who was hired or left the bargaining unit on 1-1-91 or thereafter. (Added 1-1-91)

19.11 NOTICE OF LAYOFF

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

19.12 ENABLER

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

19.13 REEMPLOYMENT PROVISIONS

(a) Notwithstanding any other provision of this Agreement, a regular employee who has been laid off for lack of work pursuant to the provisions of this Agreement for a period not in excess of thirty months and who had one or more years of Service at the time of layoff shall be entitled to preferential rehire on the basis of Company Service at the time of layoff, providing that the laid-off employee keeps the Company informed in writing of the current mailing address and telephone number for contact and the Bidding Unit(s) for which reemployment will be accepted and whether the laid off employee wants to be considered for part-time employment. The employee will be notified on the proper method for informing the Company. Company shall maintain one address to which the above notice may be mailed.

(b) When a vacancy exists in a:

(i) beginning classification covered by this Agreement, or;

(ii) classification above beginning level that is not filled pursuant to the provisions of Section 18.8 (a) through (d) of this Agreement, or;

(iii) part time position that is not filled pursuant to the provisions of Section 18.5 (a) or (c) of this Agreement.

Company shall provide notice of openings for reemployment as follows:

1. By calling the last telephone number furnished by the laid-off employee offering reemployment. If contacted by telephone, such employee must advise Company whether or not such employment will be accepted within three working days and the employee must be available for work within seven calendar days.

2. If the laid-off employee cannot be reached by telephone, Company shall forward notice by Certified Mail Return Receipt Requested of openings for reemployment to the last mailing address as furnished by the laid-off employee.

Within three working days after such notice is received at such mailing address, such laid-off employee must advise Company whether or not the reemployment offer will be accepted, and the employee must be available for work within seven calendar days after so advising Company. If the certified letter is returned undeliverable, such employee will be considered terminated, and the next employee on the laid-off list may be notified of the opening.

3. To expedite rehiring, more than one employee may be notified of an opening, but priority shall be given to employees in the order of Service at the time of layoff. If no employee remains on the laid-off list, the provisions of Section 18.5 will be invoked.

4. Company shall not be required to contact laid-off employees when the openings for reemployment is outside the Bidding Unit(s) and department(s) in which such employee has indicated a desire to accept reemployment.

5. If Company cannot contact the laid-off employee by telephone and if no reply is received by Company within three working days after notice is received at the employee's mailing address, or if the laid-off employee does not accept reemployment to a full time position or report for work within the time periods provided in this Subsection, such employee will be considered terminated, with no further reemployment rights under this Section, and the next employee on the laid-off list may be notified of the opening. If the laid-off employee declines an offer of part-time employment, such employee will not be considered for reemployment to future part-time positions.

6. An employee returning to a classification 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/she returns.

(c) The Certified Mail Return Receipt in (b) above shall be retained by the Company for a period of one year after the notice was mailed to the laid-off employee and shall serve as proof of such notice actually being mailed.
(Entire Section Amended 1-1-94)

PROVISIONS FOR DEMOTION FOR OTHER THAN LACK OF WORK

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

19.14 DEMOTION OF UNIT EMPLOYEE

An employee who is demoted for any reason other than for lack of work may be placed in a vacancy created in such employee's headquarters by the promotion of one or more employees to fill the job which the demoted employee vacated. If no such vacancy occurs the employee may be demoted to a vacancy in a lower classification in the Demotion Area in which he/she is employed or if no such vacancy occurs, the employee may be demoted to a vacancy in a lower classification in the Region in which he/she is employed. In the application of this Section, an employee shall be demoted to a vacancy in the first successively lower classification which the employee is qualified to fill. (Amended 1-1-94)

19.15 DEMOTION OF NON-UNIT EMPLOYEE INTO UNIT

(a) A supervisory or other employee who was not at the time of demotion a member of the collective bargaining unit but who formerly worked in a classification which is in such unit may be demoted for any reason other than for lack of work into a previously existing vacancy in such unit within the Demotion Area in which the employee is employed or into a vacancy which has been created in any Demotion Area by the concurrent transfer or promotion of an employee out of such unit in connection with such demotion. (Amended 1-1-94)

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

(c) Company shall not demote into the collective bargaining unit a supervisor or other employee who was hired or left the bargaining unit on 1-1-91 or thereafter. (Added 1-1-91)

19.16 RELOCATION OTHER THAN FOR LACK OF WORK

When it becomes necessary to relocate individuals, crews, or groups of employees in a headquarters/office due to the closing of a reporting headquarters/office or when such relocation is necessitated by a shift of workload or other economic consideration, either of which is expected to be permanent, and where the number and the classification of jobs in the Demotion Area will be unchanged, the following procedure shall be followed: (Amended 1-1-94)

(a) All employees in a headquarters/office, including those on leaves of absence, off sick, on vacation, or off on disability, shall be considered on the basis of Service, as defined in Section 17.3 in the following Subsections.

(b) Employees with the greater Service shall be given the first opportunity to relocate.

(c) In the event there are insufficient volunteer(s) for such relocation, the employee(s) with the least Service in the affected classifications shall be relocated.

(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 Demotion Area in which the employee is assigned, notwithstanding Subsection 18.7(a), or; (Amended 1-1-94)

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

(e) An employee so displaced in Subsections (b) and (c) above shall be given preferential consideration under Section 19.9 to return to such employee's former headquarters/office.

(f) An employee relocated in accordance with Subsections (b) or (c) above shall be entitled, when appropriate, to the provisions of Section 19.8.

(g) Company shall not implement the provisions of this Section for the purpose of subverting Titles 10, 15, or 18. (Entire Section Amended 1-1-80)

19.17 TECHNOLOGICAL CHANGES

Company shall continue to provide Union with as much notice as practicable of technological changes in its business which may have a significant effect on its workforce. In such circumstances, Company and Union shall then meet to study and endeavor to adopt appropriate solutions, such as retraining or special placement, as may be practicable before Company implements the provisions of Titles 206, 306, and 19 of the Physical and Clerical Agreements. (Added 1-1-88)

TITLE 20. SAFETY

20.1 (Deleted 1-1-91)

20.2 PREVENTION OF ACCIDENTS

(a) The safety rules of the state having jurisdiction shall be observed by the parties hereto. It is recognized that the Employer has the exclusive responsibility for providing a safe and healthful workplace.

(b) Company shall make reasonable provisions for the safety of employees in the performance of their work. Company and Union shall cooperate in promoting the realization of the responsibility of the individual employee and supervisor with regard to the prevention of accidents.
(Entire Section Amended 1-1-91)

20.3 PROMULGATION OF ACCIDENT PREVENTION RULES

(a) Company reserves the right to promulgate reasonable accident prevention rules for employees and to insist on the observance of such rules. Except in emergencies, at least 14 days before a new or revised accident prevention rule is put into effect and disseminated in writing, Company shall inform Union of the substance of such rule for its comments and possible referral to the Health and Safety Committee as provided for in Section 105.3 below. (Amended 1-1-80)

(b) Nothing in the Code of Safe Practices is intended to conflict with applicable Federal or State health and safety laws, rules and regulations. In the event any applicable Federal or State health or safety rules are revised or adopted so that any provisions of the Accident Prevention Rules are in conflict therewith, such rules shall be revised as provided in Subsection (a) above. (Amended 1-1-09)

20.4 HEALTH AND SAFETY COMMITTEE

(a) **Members** - (1) There shall be established immediately a Company-Union Health and Safety Committee consisting of not more than ten members, five of whom shall be appointed by Company's Senior Director of Labor Relations from among its employees and five of whom shall be appointed by Union from among its

members. (2) Only a single Health and Safety Committee and Safety Inspection Committee shall be established, but Clerical employees may be appointed to such Committees pursuant to the applicable provisions of Section 105.3 and 105.8 of the Physical Agreement. (Amended 8-15-17)

(b) **Purpose** - The purpose of the Committee will be to further promote safe working conditions and safety awareness on the part of both supervisors and other employees; negotiate with respect to additions to or revisions of the Code of Safe Practices; discuss serious industrial accidents where not prejudicial to the legal position of either the employee or Company and report hazardous conditions; adjust grievances relating to any provision of this Title; and such other related agenda items as either party may request. (Amended 1-1-09)

(c) **Chairman-Secretary** - The Chairman and the Secretary of the Committee shall be appointed by the Company. The Secretary will prepare meeting agendas and keep the minutes of the meeting which will be distributed to the Committee members.

(d) **Meetings** - The Committee provided for herein shall meet quarterly on the third Wednesday in the months of February, May, August, and November unless it is mutually agreed in writing to schedule any such meeting on a different date or to cancel it.

In addition to the foregoing, the Committee shall also meet on a mutually convenient date at the request of the Union's Business Manager or the Company's Senior Director of Labor Relations. (Amended 8-15-17)

(e) **Agenda** - An agenda for each meeting shall be prepared by the Secretary and distributed to the Committee prior to such meeting. The Committee members, the Company or the Union may submit items for discussion to the Secretary at least two weeks prior to any scheduled meeting date. Items so submitted that are within the scope of (b) above will be listed on the agenda prepared by the Secretary.

20.5 TIME

The time spent in connection with the work of this Committee by Union's Committee members who are employees of the Company shall be paid by Company, and Union shall reimburse Company for such expenditures in accordance with the provisions of the Letter Agreement dated July 6, 1977. (Amended 1-1-80)

20.6 GRIEVANCES

(a) Grievances concerning any provision of this Title shall be filed and processed in accordance with the provisions of Title 9--Grievance Procedure -- except that: (1) prior to the discussion of such grievances at the Division Local Investigating Committee, the Union shall give Company sufficient notice so that arrangements can be made to have a Company Safety Supervisor present at the meeting to act as a consultant to any such Committee; and (2) Union's Business Manager may in lieu of Union referring such grievances to a Fact Finding Committee or the Review Committee as provided for in Title 9, upon giving 15 calendar days' written notice to Company's Senior Director of Labor Relations, request that such grievance be forwarded to the Committee provided for herein for inclusion on the agenda of its next quarterly meeting or request that a special meeting be called for the purpose of adjusting such grievance. The Committee may, in its discretion, conduct a hearing on any grievance forwarded to it. (3) Adjustment -- The decision of a majority of the members of the Committee shall be final and binding on Company, Union, and the aggrieved employee, if any, provided that this decision does not in any way add to, disregard, or modify any of the provisions of this Agreement. The Committee in its discretion may issue written decisions in a form agreeable to the Committee in cases which have been timely referred to the Committee; or it may refer a case back to any level of the Grievance Procedure provided for in Title 9 of this Agreement, along with written instructions it may wish to issue to the Committee to which the case is referred. (Amended 8-15-17)

(b) By written agreement, Company and Union may replace or modify the Safety Grievance Procedure provided for in Subsection (a) above at any time during the term of this Agreement. (Amended 1-1-80)

20.7 ELECTION OF REMEDY

(a) The parties, in their belief that the health and safety of employees is of mutual concern to the Company, the Union and the employees, will mutually strive to resolve disputes with respect to health and safety issues. To that end Union agrees to raise all health and safety issues with Company before availing itself of any other remedy provided by Federal or State law or regulation for the settlement of disputes over health and safety issues. Union agrees that it will, in addition, encourage any individual employee in the bargaining unit who may believe that he/she has a complaint with respect to a safety matter to exhaust these remedies before electing any individual recourse to investigate and adjust such matters as may be provided by Federal or State law or regulation. (Amended 1-1-91)

(b) No employee shall be discharged for refusing to work on a job, a piece of equipment, or under conditions which present a real and apparent hazard to the employee's life or health. (Amended 1-1-80)

20.8 ELECTRICAL LIMITS

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

(b) Only qualified employees shall take clearance on electrical equipment. (Relocated 1-1-83)

20.9 SAFETY INSPECTION COMMITTEES

Safety Inspection Committees shall continue to function in the prevention of accidents by ascertaining unsafe working conditions and recommending measures to be taken for correction thereof. There shall be as many such Committees in each Division as may be warranted by the extent of the territory of such Division and the number of employees therein, but in no event shall there be less than two such Committees in any Division. Division Managers shall make appointments to the Safety Inspection Committees from among nominees selected by Union for their respective Divisions. Union shall annually provide each Division Manager with a list of at least three nominees for each Committee; one of such nominees shall be appointed in the spring and another prior to September 7 for a term of one and one-half years. Each such Committee shall continue to be composed of three non-supervisory employees who shall be selected from different departments or shops, except that, where practical, an additional member shall be appointed from a General Construction crew which is headquartered within the physical boundaries of the Division. Committee members shall serve for three periodic inspections. The chairman of each such Committee shall be the Division employee who has served on said Committee for the two preceding inspection periods. Each Committee shall make not less than two inspections annually of Company's properties and activities in its designated territory. One of such inspections should be made between January 1 and June 30 of each year and the other of such inspections during the month of September prior to "Fire Week." Members of such Inspection Committees shall have time off with pay for the purpose of making said inspections and reports and shall be reimbursed by Company for expenses incurred therefor. (Amended 1-1-80)

20.10 WALK-AROUND INSPECTION

Union may select from among its members, individuals who shall serve as employee representatives in walk-around inspections conducted by authorized Federal or State agencies. Union shall keep Company advised as to such selectees. Time spent in such inspections by employees shall be considered and compensated for as their regularly assigned work.

20.11 INDUSTRIAL INJURY REPORT

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

(b) To the extent feasible, Company shall submit a quarterly summary of all lost-time industrial injuries to Union. Such summary is to be submitted at least 15 days in advance of regularly scheduled meetings of the Company-Union Health and Safety Committee. (Amended 1-1-88)

TITLE 21. LABOR-MANAGEMENT COOPERATION

21.1 COMPANY LABOR-MANAGEMENT MEETINGS (Title Amended 1-1-00)

Semi-annual system joint labor-management meetings shall be regularly scheduled for the purposes of improving communications and promoting harmony and cooperation between Company and Union through discussions of matters of policy and operation which are of general system concern. The meetings will be scheduled for the first Thursday of May and November, except that such meetings may be cancelled by mutual agreement or by failure to submit agenda items. (Amended 1-1-09)

(a) AGENDA (Title Amended 1-1-00)

To enable each to select representatives knowledgeable in the matters of general system concern, agenda items will be submitted to the Company's Senior Director of Labor Relations together with a list of employees attending for Union at least two weeks prior to the date of the next meeting. An agenda will be prepared from the items submitted and sent to the Union and Committee members designated by each as soon as possible thereafter. A summary of the Committee's discussion shall be prepared by Company and after Union review shall be distributed to each attending Committee member. (Amended 8-15-17)

(b) REPRESENTATION (Title Amended 1-1-00)

Company's Senior Director of Labor Relations and Union shall appoint their respective representatives to attend a meeting, and no restriction is placed on the number each may appoint. However, the number so appointed by each should be limited to those having knowledge of the agenda items and restricted in number in such a way as to insure an orderly presentation by each. (Amended 8-15-17)

21.2 LOCAL/DEPARTMENT LABOR MANAGEMENT MEETING

If the Department or Area Manager is informed by the Union Business Representative serving that area of supervision of problems other than those subject to the grievance procedures of the applicable contract concerning the affairs and relationship between Union and Company management or involve public affairs matters of a local nature which the Area or Department Manager believes could be solved or improved through joint participative discussion, the Manager and Union Business Representative shall mutually arrange for a meeting at a place and time which may be during or outside of regular work hours. Such meetings (excluding a continuation of any adjourned meeting) shall take place not more often than bimonthly. (Amended 1-1-00)

(a) ATTENDEES AND AGENDA

After notice of a scheduled meeting, the Union may select a reasonable number of its Shop Stewards who are knowledgeable in the matters of concern conveyed to the Manager to attend the meeting. Ten days prior to the date set by the Manager for such meeting, the Union will submit to him/her agenda items together with a list of employees Union desires to be in attendance at the meeting. As soon as possible thereafter, an agenda will be prepared from the items submitted by the Union and those proposed by Management and sent to Union. (Amended 1-1-00)

(b) SUMMARY

Following the meeting, the Area or Department Manager will prepare a summary of the items discussed and the conclusions reached by the Committee which shall thereafter be distributed to the Union and Company members in attendance. (Amended 1-1-00)

(c) WITHDRAWAL

Any Area or Department may withdraw from participation in the Local Labor-Management Committee upon Company's Senior Director of Labor Relations giving notice of such intent to Union. (Amended 8-15-17)

21.3 PRODUCTIVITY ENHANCEMENT COMMITTEES (Title Amended 1-1-00)

(a) Company and Union will establish Joint Committees on Productivity Enhancement. One such committee consisting of four members appointed by Company's Senior Director of Labor Relations and four members appointed by Union shall meet at the call of either party. Other Productivity Enhancement Committees will be established as agreed between Union and Company at other levels of Company's organization. Union members of such committees who are employees of Company shall be paid by Company for attendance at mutually agreed-to meetings of such committees. (Amended 8-15-17)

(b) A unit may request to participate in an employee involvement efficiency project. Each project will have an advisory committee and a steering committee, each consisting of Company and Union representatives.

Company's Senior Director of Labor Relations and Union's Business Manager may agree to guidelines and provisions to temporarily amend provisions of the agreement and/or Company policies and procedures (excluding conflict with any Federal or State Law, Regulation or Executive Order). (See Letter Agreement 87-165-PGE, Exhibit D.) (Amended 8-15-17)

TITLE 22. INTERIM NEGOTIATIONS

22.1 From time to time during the term of this Agreement, grievances which have been timely filed concerning the interpretation and application of the provisions of this Agreement may be "Suspended" pursuant to the provisions of a Letter Agreement dated November 1, 1973, as amended January 1, 1974. Additionally, Company and Union may agree to enter into interim negotiations to clarify, modify, add to, or delete from the provisions of this Agreement. This Title authorizes the establishment of Ad Hoc Negotiating Committees from time to time to resolve such disputes. (Amended 1-1-94)

22.2 An Ad Hoc Negotiating Committee established by this Title shall be composed of members appointed by Union and members appointed by Company's Senior Director of Labor Relations. Each party may appoint any number of members who they deem best suited to resolve the particular dispute before the Committee. The members appointed by each, however, shall be kept to a reasonable number consistent with the principles of effective bargaining, and each shall appoint a spokesman from amongst those appointed to the Committee. (Amended 8-15-17)

22.3 The time spent by Union's Committee members in conjunction with the purpose of this Title and who are employees of the Company shall be paid by Company, and Union shall reimburse Company for such expenditures in accordance with the provisions of the Letter Agreement dated July 6, 1977.

22.4 The Committee is authorized to settle the dispute referred to it and issue a final and binding decision thereto and to issue Letters of Agreement or Letters of Interpretation revising and adding to this Agreement where necessary to effectuate the Committee's settlement. Without such agreement, neither Party may implement any change to this Agreement unless specifically provided for in this Agreement. (Amended 1-1-94)

TITLE 23. SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY

23.1 BENEFIT DESCRIBED

(a) When an employee is absent by reason of injury arising out of and in the course of the employment with Company which comes within the application of the Workers' Compensation and Insurance Chapters of the State Labor Code, the employee shall be eligible for supplemental benefits for the duration of temporary disability. Such benefits shall commence with the first workday of absence immediately following the day of the injury. The amount of the supplemental benefit payable shall be 75 percent of an employee's basic weekly wage rate divided by

five, less the sum of any payments to which the employee may be entitled under the Workers' Compensation and Insurance Chapters of the State Labor Code and benefits from the Voluntary Wage Benefit Plan which provides benefits in lieu of unemployment compensation disability benefits provided for in the California Unemployment Insurance Code. (Amended 1-1-00 to be applicable to employees sustaining injuries 1-1-00 or after.)

(b) Any supplemental benefits paid during the first week of disability shall be considered as a credit against disability compensation which may be retroactively due under provisions of the Workers' Compensation and Insurance Chapters of the State Labor Code. Supplemental benefits paid for the first aggregate 182 days of absence shall be considered as a credit which may be applied to any permanent disability settlement. (Amended 1-1-91)

23.2 LIGHT DUTY

An employee who is absent by reason of industrial disability may be returned to work and given temporary light duties within his/her ability to perform. The duration of any such period of temporary work shall be determined by Company. Employees shall be compensated at the rate of pay of their regular classifications while engaged in such temporary duties. (Amended 1-1-91)

TITLE 24. MANAGEMENT OF COMPANY AND MISCELLANEOUS

24.1 MANAGEMENT OF COMPANY

The management of the Company and its business and the direction of its working forces are vested exclusively in Company, and this includes, but is not limited to, the following: to direct and supervise the work of its employees; to hire, promote, demote, transfer, suspend, and discipline or discharge employees for just cause; to plan, direct, and control operations; to lay off employees because of lack of work or for other legitimate reasons; to introduce new or improved methods or facilities, provided, however, that all of the foregoing shall be subject to the provisions of this Agreement, arbitration or Review Committee decisions, or letters of agreement, or memorandums of understanding clarifying or interpreting this Agreement. (Relocated from 1.3 on 1-1-80)

24.2 BARGAINING UNIT WORK BY SUPERVISORS (Added 1-1-80)

Supervisors and other employees shall not perform work usually assigned to employees in IBEW 1245 bargaining unit classifications except:

(a) Such assignments are not to be deliberately made for the purpose of reducing the number of employees performing work within bargaining unit classifications.

(b) Historical assignments recognized by the NLRB and those involving continued Company practices with respect to overlapping duties of non-bargaining unit classifications and bargaining unit classifications are to be maintained unless otherwise resolved by Company and Union.

(c) Other than the above (a) and (b), such work assignments should be limited to work performed in:

(1) Emergency situations.

(2) Training of employees and demonstrating work methods.

(3) Incidental assistance and de minimis assignments. (Added 1-1-80)

24.3 ANTI-ABROGATION CLAUSE

Company shall not by reason of the execution of this Agreement:

(a) abrogate or reduce the scope of any present plan or rule beneficial to employees, such as its vacation and sick leave policies or its retirement plan, or

(b) reduce the wage rate of any employee covered hereby, or change the conditions of employment of any such employee to the employee's disadvantage. The foregoing limitations shall not limit Company in making a change in a condition of employment if such change has been negotiated and agreed to by Company and Union. (Amended 1-1-91)

24.4 CLASSIFICATIONS WITH SUPERVISORY DUTIES

In accordance with decisions of the National Labor Relations Board and Agreements between Company and Union, there are certain classifications in the bargaining unit which have supervisory duties. Company may at its discretion establish classifications which are supervisory within the meaning of the National Labor Relations Act. Upon agreement by Company and Union, Company may eliminate certain classifications which are within the bargaining unit but have supervisory responsibilities, including the elimination of such classifications from Exhibit F. (Added 1-1-80)

24.5 CONTRACTING

It is recognized that the Company has the right to have work done by outside agencies. In the exercise of such right Company will not make a contract with any company or individual for the purpose of dispensing with the services of employees who are covered by the Clerical Bargaining Agreement. The following guidelines will be observed:

(a) Where temporary services are required for a limited period of time, such as an emergency situation or for a specific special function.

(b) Where the regular employees at the headquarters are either not available or normal workloads prevent them from doing the work during the time of the emergency or special function situation.

(c) The Union Business Representative in the area should, if possible, be informed of Company's intentions before the agency employees commence work. (Added 1-1-80).

TITLE 25. TERM

25.1 TERM

This Agreement, having taken effect as of July 1, 1953, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of January 1, 2016 through December 31, 2019, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term. (Amended 1-1-16)

25.2 AMENDMENT - NOTICE

Except as provided otherwise herein, if either party desires to amend this Agreement, it shall give notice thereof to the other party 120 days prior to the end of the then current term, in which event the parties shall commence negotiations on any proposed amendments as soon as practicable after such notice has been given. Failure of the parties to agree on such proposed amendment shall not cause termination of this Agreement unless either party has given notice of termination as provided in Section 25.1.

25.3 GENERAL WAGE INCREASES

(a) *For 2016, employees will receive a payment equal to the amount the employee would have received if a 3.0% general wage increase had been implemented on January 1, 2016.* (Amended 1-1-16)

(b) Effective January 1, 2017, the basic wage rates established for January 1, 2017 in Exhibit F of this Agreement shall be increased by *three percent for 2016 and three percent for 2017.* (Amended 1-1-16)

(c) Effective January 1, 2018, the basic wage rates established for January 1, 2018 in Exhibit F of this Agreement shall be increased by *three and one-quarter* percent. (Amended 1-1-16)

(d) Effective January 1, 2019, the basic wage rates established for January 1, 2019 in Exhibit F of this Agreement shall be increased by *three and one-quarter* percent. (Amended 1-1-16)

(e) (Deleted 1-1-09)

25.4 APPROPRIATE UNIT CHANGE

Notwithstanding the provisions of Section 25.1, either party may give to the other 30 days' written notice of the proposed amendment of this Agreement in the event that an administrative or judicial tribunal having jurisdiction to do so shall determine that the unit described in Section 2.1 hereof is inappropriate for the purpose of collective bargaining.

25.5 CONFLICT OF LAW

Any provision of this Agreement which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict.

In the event any provision of this Agreement is suspended or declared inoperative by reason of the operation of this Section, the parties shall meet within 30 days to negotiate a substitute provision which will, as nearly as possible, reflect the intent of the suspended clause in a lawful manner. (Added 1-1-84)

25.6 CANCELLATION DUE TO BREACH

Notwithstanding the provisions of Section 25.1, either party may forthwith terminate this Agreement in the event that the other breaches its obligation as set forth in Section 3.2 hereof. Notice of termination shall be given in accordance with the terms of the Labor Management Relations Act of 1947, as last amended.

25.7 RECISIONS

This Agreement cancels and supersedes that certain agreement entered into on August 21, 1947 by Company and Union, and all amendments, continuations and extensions thereof, or that agreement dated September 1, 1950, between Locals 1245 and 1324, I.B.E.W., and all amendments and extensions thereof.

EXHIBITS

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

Exhibit "A"	-	Clerical Lines of Progression
Exhibit "B"	-	Educational Assistance
Exhibit "C"	-	(Deleted 1-1-00)
Exhibit "D"	-	Letter Agreement referred to in Section 21.8
Exhibit "F"	-	Schedule of Wage Rates
Exhibit "G"	-	Classification of Employees subject to provisions of Section 10.6
Exhibit "H"	-	Utilization of Intermittent Employees
Exhibit "I"	-	Addendum to Title 19. Demotion and Layoff Procedure
Exhibit "J"	-	Letter Agreement 91-99 Appointment Due to Urgent Necessity
Exhibit "K"	-	Letter Agreement 93-42 Severance Agreement

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have caused these presents to be executed this 13th day of December 2017.

PACIFIC GAS AND ELECTRIC COMPANY

By: Mary K. King
Mary King
Its Vice President - Human Resources

And by: Robert Joga
Robert Joga
Its Senior Director of Labor Relations

LOCAL UNION No. 1245 OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
(Affiliated with the American Federation of Labor-Congress of Industrial Organizations)

By: Art Freitas
Art Freitas
Its President

And By: Tom Dalzell
Tom Dalzell
Its Business Manager

APPROVED:

Lonnie R. Stephenson, International President, International Brotherhood of Electrical Workers, AFL-CIO





LETTER AGREEMENT NO. R2-13-39-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT
MAIL CODE N2Z
P. O. BOX 770000
SAN FRANCISCO, CA 94177
(415) 973-4310

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
(707) 452-2700

STEPHEN RAYBURN
DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL
BUSINESS MANAGER

December 23, 2013

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 2547
Vacaville, CA 95696

Dear Mr. Dalzell:

Attached is the updated Exhibit A of the Clerical Agreement. The update integrates changes from General Negotiations and the results of various Letters of Agreement and precedent setting grievance decisions. It is not the intent of the parties to add or interpret any of integrated changes noted above and made a part of this agreement. In addition, any omission of relevant agreements is not intentional and shall be corrected.

Changes appear in italics. Also, attached is a revision mode copy showing additions in italics and deletions lined out. The documents prompting the changes are listed on the last page of Exhibit A.

While the parties have completed a comprehensive review, due to the length of time since the last update there may have been minor changes that were not noted in this current update. If either party becomes aware of a change that should be incorporated, the parties will review it and if so agreed, make the appropriate correction.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: s/Stephen A. Rayburn
Stephen A. Rayburn
Director and Chief Negotiator

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

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

January 13, 2014

By: s/Tom Dalzell
Tom Dalzell
Business Manager

EXHIBIT A

LINES OF PROGRESSION

FOR THE CLERICAL AGREEMENT

REVISED *March 2014 (Updated 1-1-16)*
REPLACES BOOK DATED *January 1, 2011*

CUSTOMER SERVICES LINE OF PROGRESSION

The following tables are for use in filling vacancies in the Division Customer Services departments. This line of progression includes such general functions as telephones, mail distribution and collection, division files, reproduction, stationery, accounting, office services, new business, meter tag posting, marketing, rate analysis, telephone and counter service, credit, cashiering and collection in Division, District, and Local Customer Services. The tables should be used in connection with Section 18.8 of the Clerical Agreement dated July 1, 1953, as amended. *(Amended 8-15-17)*

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

Vacancies in combination classifications will be filled on the basis of the primary classification (the first classification in the Title) taking into account the qualifications required for the secondary classification. Consideration for promotion of employees who hold such classifications shall be based upon the primary classification. *(Amended 8-15-17)*

Example 1: If a vacancy exists in a Senior Service Representative I classification in the Customer Services Department, consideration under Subsection 18.8(b) and 18.8(c) of the Agreement in order of employment date shall be given to employees classified as Service Representative, the equivalent, or higher in the Customer Services Line of Progression.

Temporary Assignments

Temporary upgrades shall take place within the department and headquarters in which the temporary vacancy exists provided there is a next lower classification to the vacant classification in such department and headquarters. Temporary upgrades into classifications where there is no next lower classification to the vacancy within the department and headquarters shall be made in accordance with the lines of progression and *Review Committee Decision 1005 (Page 34)*.

Example 2: If a temporary vacancy exists in a Senior Service Representative I classification in the Customer Services Department, consideration in order of employment date shall be given to employees classified as Service Representative or equivalent in the Customer Services Department.

Typist Designation:

Criteria: A typist position will normally perform typing 20 percent of the time during a workweek. The typing assignments should generally require more than simple typing skills such as form completion.

The above criteria will be waived if there is a demonstrated need for a typist at an office.

CUSTOMER SERVICES LINES OF PROGRESSION

2641 (50010441) SENIOR SERVICE REPRESENTATIVE II
2765 (50070817) SENIOR SERVICE REPRESENTATIVE-TYPIST II (55 w.p.m. typing required)

<i>Legacy Code</i>	<i>SAP Job Code</i>	<i>Next Lower Classifications</i>		<i>Legacy Code</i>	<i>SAP Job Code</i>	<i>Same or Higher Classifications</i>
--------------------	---------------------	-----------------------------------	--	--------------------	---------------------	---------------------------------------

2650	50010445	Senior Service Representative I		2641	50010441	Senior Service Representative II
2811	50010480	Senior Service Representative-Typist I		2765	50070817	Senior Service Representative-Typist II

2650 (50010445) SENIOR SERVICE REPRESENTATIVE I*

2811 (50010480) SENIOR SERVICE REPRESENTATIVE-TYPIST I* (55 w.p.m. typing required)

Legacy Code	SAP Job Code	Next Lower Classifications
2660	50010448	Service Representative
2663	50010451	Service Representative-Steno - (PIO)
2666	50010453	Service Representative - Typist
2760	50010469	Credit Representative
2604	50356343	Service Representative II (Added 1-1-11)
2606	50372601	Service Representative II-Typist (Added 1-1-11)
2607	50372603	Service Representative II - Steno (PIO (Added 1-1-11)

Legacy Code	SAP Job Code	Same or Higher Classifications
2641	50010441	Senior Service Representative II
2765	50070817	Senior Service Representative-Typist II
2650	50010445	Senior Service Representative I
2811	50010480	Senior Service Representative-Typist I

A Senior I classification shall not be required to act as lead over a Senior II classified employee.

2760 (50010469) CREDIT REPRESENTATIVE

Legacy Code	SAP Job Code	Next Lower Classifications
2660	50010448	Service Representative
2663	50010451	Service Representative-Steno - (PIO)
2666	50010453	Service Representative - Typist
2604	50356343	Service Representative II (Added 1-1-11)
2606	50372601	Service Representative II-Typist (Added 1-1-11)
2607	50372603	Service Representative II - Steno (PIO (Added 1-1-11)

Legacy Code	SAP Job Code	Same or Higher Classifications
2641	50010441	Senior Service Representative II
2765	50070817	Senior Service Representative-Typist II
2650	50010445	Senior Service Representative I
2811	50010480	Senior Service Representative-Typist I
2760	50010469	Credit Representative

2660 (50010448) SERVICE REPRESENTATIVE
2604 (50356343) SERVICE REPRESENTATIVE II (Added 1-1-11)
2607 (50372603) SERVICE REPRESENTATIVE II-STENO (PIO) (Added 1-1-11)
2606 (50372601) SERVICE REPRESENTATIVE II-TYPIST (Added 1-1-11)
2663 (50010451) SERVICE REPRESENTATIVE-STENO (PIO)
2666 (50010453) SERVICE REPRESENTATIVE-TYPIST (55 w.p.m. typing required)

<i>Legacy Code</i>	<i>SAP Job Code</i>	<i>Next Lower Classifications</i>
*2675	50010457	Utility Clerk - Customer Services
*2683	50010461	Utility Clerk-Typist-Customer Services
2602	50356342	Service Representative I (Added 1-1-11)
2605	50372524	Service Representative I – Typist (Added 1-1-11)

<i>Legacy Code</i>	<i>SAP Job Code</i>	<i>Same or Higher Classifications</i>
2641	50010441	Senior Service Representative II
2765	50070817	Senior Service Representative-Typist II
2650	50010445	Senior Service Representative I
2811	50010480	Senior Service Representative-Typist I
2660	50010448	Service Representative
2604	50356343	Service Representative II (Added 1-1-11)
2663	50010451	Service Representative- Steno - (PIO)
2607	50372603	Service Representative II – Steno (PIO) (Added 1-1-11)
2666	50010453	Service Representative - Typist
2606	50372601	Service Representative II-Typist (Added 1-1-11)
2760	50010469	Credit Representative

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

2604 (50356343) SERVICE REPRESENTATIVE II (Added 1-1-11)
2606 (50372601) SERVICE REPRESENTATIVE II-TYPIST (Added 1-1-11)
2607 (50372603) SERVICE REPRESENTATIVE II-STENO (PIO) (Added 1-1-11)

All current Service Representatives, classification codes 2660, 2666 and 2769 will be reclassified to Service Representative II upon reaching the top step of Service Representative as soon as administratively possible.

***Notes:**

The Service Representative I classification is established as a Beginner’s classification under the provisions of Subsection 18.5(g) with an automatic progression to Service Representative II after the completion of 54 months in the classification.

The classification will be posted as a New Job at a Headquarters.

The existing transfer provisions under Section 18.5 will apply for part-time Service Representative I vacancies.

Employees in the Customer Service Line of Progression will have priority transfer rights to full-time Service Representative I vacancies as follows:

1. To such Customer Service Line of Progression clerical employees in the Bidding Unit where the vacancy exists.
2. To any other such Customer Service Line of Progression clerical employee.

The transfer list must be exhausted in accordance with Section 18.5 before a full-time Service Representative I vacancy can be filled on an unrestricted basis.

The existing provisions of Title 19 will apply. For the purposes of Title 19, a Service Representative I and a Service Representative II are considered the same classification. A Service Representative II or higher who displaces a Service Representative I will maintain the Service Representative II classification and bidding status.

The clerical hiring rate guidelines in Exhibit A for Utility Clerks will apply to Service Representative I.

For the purposes of Titles 13, 18 and 19, time worked as a Service Representative I shall count as time worked as a Service Representative II.

A Service Representative I's six-month probationary period will be extended by no longer than the length of the agreed-to Service Representative training program.

Incumbents and Transfers

The existing Service Representative classification and wage schedule will apply to current Service Representative incumbents hired before 1-1-11. Service Representatives hired prior to 1-1-11 who transfer into the Service Representative I classification will be placed in a Service Representative classification and the corresponding wage schedule.

2675 (50010457) UTILITY CLERK - CUSTOMER SERVICES

2683 (50010461) UTILITY CLERK-TYPIST - CUSTOMER SERVICES (55 w.p.m. typing required)

2602 (50356342) SERVICE REPRESENTATIVE I (Added 1-1-11)

2605 (50372524) SERVICE REPRESENTATIVE I-TYPIST (Added 1-1-11)

BEGINNER'S CLASSIFICATIONS

Placement into the Utility Clerk classification started on January 31, 1980. Employees who currently hold the classification of Clerk D and its equivalent will retain such classification and their wage progression as established in 1976 and be allowed to progress to the top of such current wage progressions until such time as they vacate the classification. Employees classified as Clerk D and equivalent who go on Long Term Disability or a leave of absence or who transfer laterally in the same line of progression pursuant to Title 18 of the Agreement will retain their Clerk D or equivalent status until such time as they vacate the Clerk D or equivalent classification. All other transfers of Clerk D's will be to the Utility Clerk classification and its rate of pay. Any other employee entering the beginning clerical level (except as a Computer Operator-in-Training shall be classified and paid as a Utility Clerk.

OPERATING LINES OF PROGRESSION

The following tables are for use in filling vacancies in the Region and General Office Operating Departments: (This line of progression may include such general functions as telephones, mail distribution and collection, Region or Division files, reproduction, stationery, accounting, office services, and new business, including administration and preparation of agreements and contracts.)

Region and Division Electric Superintendent's Office, Engineering, District and Local Office Operations as well as specialty Departments such as Underground, Operating, Hydro, Overhead, and Water;

Region and Division Gas Superintendent's Office, Engineering, District and Local Office Operations as well as specialty departments such as Transmission and Regulation, Service and Distribution;

Region and Division General Services, Building, Land, Transportation, and Materials (including General Office Garage and Materials Section within San Francisco Division);

Materials Distribution Department including the office, shop and warehouse sections;

Gas System Maintenance/Gas System Operations Department, including the field office operations;

Design Drafting Department, including such general functions as Records, Drawing Control, Index Files, Vault, Microfilm, Varitype, MTST and Administrative; and

Reprographics Department;

Physical jobs to which Clerical Employees are valid bidders under Section 18.8 of the Clerical Agreement and Section 205.7 of the Physical Agreement.

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

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

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

Temporary Assignments

Temporary upgrades shall take place within the department and headquarters in which the temporary vacancy exists provided there is a next lower classification to the vacant classification in such department and headquarters. Temporary upgrades into classifications where there is no next lower classification to the vacancy within the department and headquarters shall be made in accordance with the lines of progression *and Review Committee Decision 1005 (Page 34)*.

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.

The transfer rights of employees of the Vice President and Controller's Organization and the General Office Operating Clerical (including the Reprographics Clerical Unit, and General Office Building Department) have been expanded to provide Subsection 18.5(c)(1) rights between these groups, effective 1-31-80.

Typist Designation:

Criteria: A typist position will normally perform typing 20 percent of the time during a workweek. The typing assignments should generally require more than simple typing skills such as form completion.

The above criteria will be waived if there is a demonstrated need for a typist at an office.

OPERATING LINES OF PROGRESSION

2723 (50010467) SENIOR OPERATING CLERK II

2646 (50010443) SENIOR OPERATING CLERK-TYPIST II (55 w.p.m. typing required)

Legacy Code	SAP Job Code	Next Lower Classifications
2789	50010477	Senior Operating Clerk I
2655	50010447	Senior Operating Clerk-Typist I
0250	50010117	Foreman's Clerk
0247	50073096	Field Clerk - Water
0254	50010120	Utility Foreman's Clerk
4906	50010772	Reprographics Job Coordinator
2801	50073091	<i>Senior Operating Clerk I-II</i>
2802	50073094	<i>Senior Operating Clerk-Typist I-II</i>

Legacy Code	SAP Job Code	Same or Higher Classifications
2723	50010467	Senior Operating Clerk II
2646	50010443	Senior Operating Clerk-Typist II
0243	50010113	Senior Field Clerk - G.C.
0263	50010121	Senior Hydro Clerk
0310	--	Senior Shop Clerk - G.C.
0253	50010119	Foreman's Clerk (<i>More than 2 Assistants</i>)
--	50462907	<i>Senior Administrator - Nuclear</i>
--	50462906	<i>Administrative Specialist</i>

2789 (50010477) SENIOR OPERATING CLERK I

2655 (50010447) SENIOR OPERATING CLERK-TYPIST I (55 w.p.m. typing required)

2801 (50073091) SENIOR OPERATING CLERK I-II

2802 (50073094) SENIOR OPERATING CLERK-TYPIST I-II

Legacy Code	SAP Job Code	Next Lower Classifications
2662	50010450	Operating Clerk
2664	50010452	Operating Clerk-Steno - (PIO)
2667	50010454	Operating Clerk-Typist
0252	50010118	Assistant Foreman's Clerk
0277	50010126	Parts Clerk
2703	50010466	E&P Operating Clerk - (PIO)
*0524	50010161	Fieldperson

Legacy Code	SAP Job Code	Same or Higher Classifications
2723	50010467	Senior Operating Clerk II
2646	50010443	Senior Operating Clerk-Typist II
2789	50010477	Senior Operating Clerk I
2655	50010447	Senior Operating Clerk-Typist I
2801	50073091	<i>Senior Operating Clerk I-II</i>
2802	50073094	<i>Senior Operating Clerk-Typist I-II</i>
0250	50010117	Foreman's Clerk
0253	50010119	Foreman's Clerk (<i>More than 2 Assistants</i>)
0254	50010120	Utility Foreman's Clerk

0247	50073096	Field Clerk - Water
0243	50010113	Senior Field Clerk - G.C.
0246	50010115	First Field Clerk - G.C.
0293	50010129	First Plant Clerk (PIO)
0263	50010121	Senior Hydro Clerk
0264	50010122	First Hydro Clerk
0310		Senior Shop Clerk - G.C.
0313	50010134	First Shop Clerk - G.C.
4906	50010772	Reprographics Job Coordinator
0266	50010124	First Hydro Clerk - Helms
--	50462907	Senior Administrator - Nuclear
--	50462906	Administrative Specialist

*If reclassified from 0240 Field Clerk on January 1, 1988 has 18.8(b) or 18.8(c) bid status.

A Senior I classification shall not be required to act as lead over a Senior II classified employee.

2662 (50010450) OPERATING CLERK

2664 (50010452) OPERATING CLERK-STENO (PIO)

2667 (50010454) OPERATING CLERK-TYPIST (55 w.p.m. typing required)

2703 (50010466) E&P OPERATING CLERK (PIO)

Legacy Code	SAP Job Code	Next Lower Classifications
*2676	50010458	Utility Clerk - Operating
*2684	50010462	Utility Clerk-Typist - Operating

Legacy Code	SAP Job Code	Same or Higher Classifications
2723	50010467	Senior Operating Clerk II
2646	50010443	Senior Operating Clerk-Typist II
2789	50010477	Senior Operating Clerk I
2655	50010447	Senior Operating Clerk-Typist I
2801	50073091	Senior Operating Clerk I-II
2802	50073094	Senior Operating Clerk-Typist I-II
2662	50010450	Operating Clerk
2664	50010452	Operating Clerk-Steno - (PIO)
2667	50010454	Operating Clerk-Typist
2703	50010466	E&P Operating Clerk - (PIO)
0250	50010117	Foreman's Clerk
0253	50010119	Foreman's Clerk (More than 2 Assistants)
0254	50010120	Utility Foreman's Clerk
0252	50010118	Assistant Foreman's Clerk
0247	50073096	Field Clerk - Water
0277	50010126	Parts Clerk

0243	50010113	Senior Field Clerk - G.C.
0246	50010115	First Field Clerk - G.C.
4906	50010772	Reprographics Job Coordinator
0263	50010121	Senior Hydro Clerk
0264	50010122	First Hydro Clerk
0265	50010123	Routine Hydro Clerk
0293	50010129	First Plant Clerk (PIO)
0310	--	Senior Shop Clerk - G.C.
0313	50010134	First Shop Clerk - G.C.
0314	50070762	Routine Shop Clerk - G.C.
0275	50010125	Partsman - G.C.
**0524	50010161	Fieldperson
0266	50010124	First Hydro Clerk - Helms
--	50462907	Senior Administrator - Nuclear
--	50462906	Administrative Specialist

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

**If reclassified from 0240 Field Clerk on January 1, 1988 has 18.8(b) or 18.8(c) bid status.

2676 (50010458) UTILITY CLERK - OPERATING

2684 (50010462) UTILITY CLERK-TYPIST - OPERATING (55 w.p.m. typing required)

BEGINNER'S CLASSIFICATIONS

Placement into the Utility Clerk classification started on January 31, 1980. Employees who currently hold the classification of Clerk D and its equivalent will retain such classification and their wage progression as established in 1976 and be allowed to progress to the top of such current wage progressions until such time as they vacate the classification. Employees classified as Clerk D and equivalent who go on Long Term Disability or a leave of absence or who transfer laterally in the same line of progression pursuant to Title 18 of the Agreement will retain their Clerk D or equivalent status until such time as they vacate the Clerk D or equivalent classification. All other transfers of Clerk D's will be to the Utility Clerk classification and its rate of pay. Any other employee entering the beginning clerical level (except as a Computer Operator-in-Training shall be classified and paid as a Utility Clerk.

**GENERAL OFFICE
REPROGRAPHICS DEPARTMENT**

PRODUCTION UNIT

7003 (50011257) SENIOR REPROGRAPHICS OPERATOR (LEAD JOB)*

Responsible for training, performing lead functions, and the performance of all duties of a Reprographics Operator and related clerical duties.

Legacy Code	SAP Job Code	Next Lower Classifications
7004	50011258	Reprographics Operator A*

Legacy Code	SAP Job Code	Same or Higher Classifications
7003	50011257	Senior Reprographics Operator

*With training and/or previous experience.

7004 REPROGRAPHICS OPERATOR A**

Legacy Code	SAP Job Code	Next Lower Classifications
7005	50011259	Reprographics Operator B

Legacy Code	SAP Job Code	Same or Higher Classifications
7003	50011257	Senior Reprographics Operator
7004	50011258	Reprographics Operator A

** Progression to Reprographics Operator A is automatic when qualifications have been met.

**7005 (50011259) REPROGRAPHICS OPERATOR B
BEGINNER'S CLASSIFICATION**

Previously required passing Guilford-Zimmerman Mechanical Knowledge Test with at least 17 points and the Personnel Research Institute Name Comparison Test with at least 70 points. The Guilford-Zimmerman test is no longer given. A replacement test will require agreement between the Company and Union for positions filled after January 1, 2002.

A transfer application from a Clerical employee in the Reprographics Section will be given priority "1" status under the job bidding system when transferring to a Reprographics Operator B. Priority "1" transfer applications receive preference over all other transfers and are treated as a bid under the provisions of Subsections 18.8(a) or (b), as appropriate.

ADMINISTRATION UNIT

4906 (50010772) REPROGRAPHICS JOB COORDINATOR

Legacy Code	SAP Job Code	Next Lower Classifications
2662	50010450	Operating Clerk
2664	50010452	<i>Operating Clerk-Steno - (PIO)</i>
2667	50010454	<i>Operating Clerk-Typist</i>
7003	50011257	Senior Reprographics Operator

Legacy Code	SAP Job Code	Same or Higher Classifications
4906	50010772	Reprographics Job Coordinator

See pages 8-10 for Operating and Utility Clerks in the Reprographics Section.

**PHYSICAL JOBS TO WHICH CLERICAL EMPLOYEES
IN THE OPERATING LINE OF PROGRESSION
ARE VALID BIDDERS UNDER SECTION 205.7 OF THE PHYSICAL AGREEMENT**

DIVISION ELECTRIC DEPARTMENT OFFICE

0254 (50010120) UTILITY FOREMAN'S CLERK

Job duties vary by headquarters: bidding rights same as Foreman's Clerk.

0253 (50010119) FOREMAN'S CLERK - if directing the work of more than two Assistant Foreman's Clerks.

Line of Progression same as Foreman's Clerk.

0250 (50010117) FOREMAN'S CLERK

An employee whose background and experience are such that an employee has a comprehensive knowledge of the operation and procedures of a General Foreman's or Assistant Supervisor's office and is engaged in performing clerical work and assisting in the administrative work of such office. This work includes such duties as coordinating various functions to facilitate the completion of jobs, assigning jobs to crews, receiving and dispatching customers' complaints or switching orders, preparing reports, processing time cards, work orders and GM's for the crews or for accounting purposes, and maintaining office files and records. May direct the work of one or two Assistant Foreman's Clerks.

Legacy Code	SAP Job Code	Next Lower Classifications
0252	50010118	Assistant Foreman's Clerk
0458	50010147	Field Clerk - Electric T&D (PIO)
*1096	50010242	Electric T&D Assistant (PIO)
1098	50010242	Night Electric T&D Assistant
*2662	50010450	Operating Clerk
*2664	50010452	Operating Clerk-Steno (PIO)
*2667	50010454	Operating Clerk-Typist

Legacy Code	SAP Job Code	Same or Higher Classifications
0243	50010113	Senior Field Clerk - GC
0246	50010115	First Field Clerk - GC
0250	50010117	Foreman's Clerk
0253	50010119	Foreman's Clerk (More than 2 Assistants)
0254	50010120	Utility Foreman's Clerk
0310	--	Senior Shop Clerk - GC
0313	50010134	First Shop Clerk - GC
2646	50010443	Senior Operating Clerk - Typist II
2655	50010447	Senior Operating Clerk - Typist I
2723	50010467	Senior Operating Clerk II
2789	50010477	Senior Operating Clerk I
2801	50073091	Senior Operating Clerk I-II
2802	50073094	Senior Operating Clerk-Typist I-II

**Must have 6 months in the Line of Progression.*

0252 (50010118) ASSISTANT FOREMAN'S CLERK***

An employee in a General Foreman's or Assistant Supervisor's office who assists the Foreman's Clerk or Senior Clerk by performing clerical work requiring a basic knowledge of Electric Department office procedures and accounting principles. This work includes such duties as writing requisitions for work orders or GM's, processing time cards, work orders and GM's for the crews or for accounting purposes, and maintaining office files and records. May receive and dispatch customers' complaints.

Legacy Code	SAP Job Code	Next Lower Classifications
**2676	50010458	Utility Clerk, Operating*
**2684	50010462	Utility Clerk-Typist, Operating*

Legacy Code	SAP Job Code	Same or Higher Classifications
0243	50010113	Senior Field Clerk - GC
0245	50010114	Routine Field Clerk - GC
0246	50010115	First Field Clerk - GC
0250	50010117	Foreman's Clerk
0252	50010118	Assistant Foreman's Clerk
0253	50010119	Foreman's Clerk (<i>More than 2 Assistants</i>)
0254	50010120	Utility Foreman's Clerk
0310	--	Senior Shop Clerk - GC
0313	50010134	First Shop Clerk - GC
0314	50070762	Routine Shop Clerk - GC
0313	50010134	First Shop Clerk - GC
0458	50010147	Field Clerk - Electric T&D (<i>PIO</i>)
1096	50010242	<i>Electric T&D Assistant (PIO)</i>
1098	50010243	<i>Night T&D Assistant</i>
2646	50010443	Senior Operating Clerk - Typist II
2655	50010447	Senior Operating Clerk - Typist I
2662	50010450	Operating Clerk
2664	50010452	Operating Clerk-Steno (<i>PIO</i>)
2667	50010454	Operating Clerk-Typist
2723	50010467	Senior Operating Clerk II
2789	50010477	Senior Operating Clerk I
2801	50073091	<i>Senior Operating Clerk I-II</i>
2802	50073094	<i>Senior Operating Clerk-Typist I-II</i>

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

**The 30-month wage step of *Utility Clerk* will be considered as top rate of pay when bidding to Assistant Foreman's Clerk.

****When an Assistant Foreman's Clerk position becomes vacant and that position does not report to a Foreman's Clerk, it will be reclassified as a Senior Operating Clerk, if filled. Other Assistant Foreman's*

Clerk positions that become vacant will be graded using the clerical grading system (PEQ) in accordance with Letter Agreement 07-57 dated 11/29/07. This letter agreement allows the Assistant Foreman's Clerk to work alone.

DIVISION ELECTRIC DEPARTMENT
CLERICAL-HYDRO

0263 (50010121) SENIOR HYDRO CLERK

An employee who has the qualifications of a First Hydro Clerk, performs clerical work and assists in the administrative work of the Hydro Supervisor's office and is the lead clerk in directing the work of other Hydro Clerks. When qualified, may be required to drive light Company vehicles.

Legacy Code	SAP Job Code	Next Lower Classifications
0247	50073096	Field Clerk - Water
0264	50010122	First Hydro Clerk
2723	50010467	Senior Operating Clerk II
2646	50010443	Senior Operating Clerk-Typist II
0266	50010124	First Hydro Clerk - Helms

Legacy Code	SAP Job Code	Same or Higher Classifications
0243	50010113	Senior Field Clerk - G.C.
0263	50010121	Senior Hydro Clerk
0310	--	Senior Shop Clerk - G.C.

0264 (50010122) FIRST HYDRO CLERK

0266 (50010124) FIRST HYDRO CLERK - HELMS

An employee, under general supervision, whose background and experience are such that the employee has a comprehensive knowledge of the operation and procedures of the Hydro Department and is engaged in performing clerical work and assisting in the administrative work of the Hydro Supervisor's office. This work encompasses such duties as coordinating various functions to facilitate completion of jobs, including associated clerical duties in the field, assigning jobs to crews, ordering materials, preparing reports, processing time cards, work orders and GM's for the crews or for accounting purposes and maintaining office files and records. May supervise details of boardinghouse operations. Must have the clerical and typing skills required of a *Routine Hydro Clerk and may be required to take dictation. When qualified, may be required to drive light Company vehicles.

Legacy Code	SAP Job Code	Next Lower Classifications
0265	50010123	Routine Hydro Clerk
2655	50010447	Senior Operating Clerk-Typist I
2789	50010477	Senior Operating Clerk I
2662	50010450	Operating Clerk
2664	50010452	Operating Clerk-Steno-PIO
2667	50010454	Operating Clerk-Typist
2801	50073091	Senior Operating Clerk I-II
2802	50073094	Senior Operating Clerk-Typist I-II

Legacy Code	SAP Job Code	Same or Higher Classifications
0243	50010113	Senior Field Clerk - G.C.
0246	50010115	First Field Clerk - G.C.
0247	50073096	Field Clerk - Water
0263	50010121	Senior Hydro Clerk
0264	50010122	First Hydro Clerk
0310	--	Senior Shop Clerk - G.C.
0313	50010134	First Shop Clerk - G.C.
2723	50010467	Senior Operating Clerk II
2646	50010443	Senior Operating Clerk-Typist II
0266	50010124	First Hydro Clerk - Helms

0265 (50010123) ROUTINE HYDRO CLERK

An employee who performs routine clerical work requiring a basic knowledge of established Hydro Department office procedures and elementary accounting principles; may operate PBX board. Must be able to type with reasonable speed and accuracy (35 Words Per Minute); may be required to learn shorthand prior to promotion to First Hydro Clerk. When qualified, may be required to drive light Company vehicles.

BEGINNER'S CLASSIFICATION

WATER DEPARTMENT

0247 (50073096) FIELD CLERK

An employee whose background and experience is such that the employee has a comprehensive knowledge of the operation and procedures of a general foreman's or foreman's office in the Water Department and who performs the clerical work and assists in the administrative work of such office. This work includes such duties as coordinating various functions to facilitate the completion of jobs, assigning jobs to crews, receiving and dispatching customer's complaints, preparing reports, processing time cards, work orders, and GM's for the crews or for accounting purposes and maintaining office files and records. The employee's duties may require that the employee work in the office, in a camp, or in the field.

Legacy Code	SAP Job Code	Next Lower Classifications
0264	50010122	First Hydro Clerk
0265	50010123	Routine Hydro Clerk
2662	50010450	Operating Clerk
2664	50010452	Operating Clerk-Steno - (PIO)
2667	50010454	Operating Clerk-Typist
2789	50010477	Senior Operating Clerk I
2655	50010447	Senior Operating Clerk-Typist I
2801	50073091	Senior Operating Clerk I-II
2802	50073094	Senior Operating Clerk-Typist I-II

Legacy Code	SAP Job Code	Same or Higher Classifications
0243	50010113	Senior Field Clerk - G.C.
0246	50010115	First Field Clerk - G.C.
0263	50010121	Senior Hydro Clerk
0310	--	Senior Shop Clerk - G.C.
2723	50010467	Senior Operating Clerk II
2646	50010443	Senior Operating Clerk-Typist II
0266	50010124	First Hydro Clerk - Helms

STEAM GENERATION AND NUCLEAR PLANT OPERATIONS DEPARTMENTS

50462907 SENIOR ADMINISTRATOR – NUCLEAR

An employee who has all qualifications of an Administrative Specialist - Nuclear, and directs the work and training of other administrative employees. Provides advanced administrative and technical support to supervisors, managers or departments with limited supervision. May interface directly with senior management and external agencies. May be required to manage administrative employee schedules, including vacation sign-ups, arranging coverage, and maintaining PAOT/EOT call out lists.

Legacy Code	SAP Job Code	Next Lower Classifications	Legacy Code	SAP Job Code	Same or Higher Classifications
	50462906	Administrative Specialist –	0243	50010113	Senior Field Clerk -

		Nuclear			G.C.*
2646	50010443	Senior Operating Clerk-Typist II*	0310	--	Senior Shop Clerk - G.C.
2723	50010467	Senior Operating Clerk II*			
0293	50010129	First Plant Clerk (PIO)			

*Must have spent at least 30 months in a clerical classification at DCPD.

Employees in the Senior Administrator role are expected to demonstrate good knowledge, skills, efficiency, adaptability, and teamwork. In accordance with 205.11(b), the Company may subject employees to an interview process to determine an employee's capability and qualification for this classification. The Company may reject the bid of an employee under 205.11 and/or 205.14 when the employee lacks the knowledge, skill, efficiency, or adaptability to perform the administrative functions of the job, or the ability to perform supervisory duties. When the Company plans to reject the bid of an employee, they will notify the local union business representative prior to the rejection.

After three months as a Senior Administrator, the Company will determine if the employee has demonstrated or is adequately developing the skills and aptitudes to be successful in the role of Senior Administrator. If the employee has not or will not develop the skills or aptitudes needed to be a Senior Administrator, subject to the grievance process, the employee may be released back to their previous classification and headquarters, and may be bypassed for future opportunities in this classification for 12 months. At any time during this three month period, an employee may choose to return to their previous classification and headquarters.

50462906 ADMINISTRATIVE SPECIALIST – NUCLEAR

An employee who has all the qualifications of an Administrative Associate - Nuclear, and performs diverse administrative duties which require a working knowledge of Nuclear plant policies and procedures. May require advanced proficiency with business software products (Microsoft Office Suite, SAP, etc.), calendar management, travel planning, expense reporting, supply ordering and related tasks. May review or edit correspondence. May prepare complex forms, reports, records, and reference data including statistical records and computations required for reports and audits. May be required to assign and maintain program schedules and overtime lists. May be required to research and retrieve records from databases. May require knowledge of basic accounting practices and principles. May be required to obtain a working knowledge of Management, A&T, Represented Employee, Federal, and State pay policies and contract provisions. Works under general supervision and may train and assist Administrative Associates. Must be able to type with reasonable speed and accuracy (net 35 WPM).

Legacy Code	SAP Job Code	Next Lower Classifications
	50462905	Administrative Associate – Nuclear
0059	50010069	Scheduling Assistant - DCPD Only
2662	50010450	Operating Clerk*
2664	50010452	Operating Clerk-Steno - (PIO)*
2667	50010454	Operating Clerk-Typist*

Legacy Code	SAP Job Code	Same or Higher Classifications
	50462907	Senior Administrator - Nuclear
0243	50010113	Senior Field Clerk - G.C.*
0246	50010115	Field Clerk – (G.C.)*
0263	50010121	Senior Hydro Clerk*
0264	50010122	First Hydro Clerk*
0310	--	Senior Shop Clerk - G.C.
0313	50010134	First Shop Clerk - G.C.*
2646	50010443	Senior Operating Clerk-Typist II*
2655	50010447	Senior Operating Clerk-

		<i>Typist I*</i>
2723	50010467	<i>Senior Operating Clerk II</i>
2789	50010477	<i>Senior Operating Clerk I</i>
2801	50073091	<i>Senior Operating Clerk I-II*</i>
2802	50073094	<i>Senior Operating Clerk-Typist I-II*</i>

**Must have spent at least 30 months in a clerical classification at DCP.*

0293 (50010129) FIRST PLANT CLERK (PIO)

An employee who, under general supervision, performs clerical work requiring a working knowledge of all procedures used in steam plant office work and the normal amount of judgment accompanying that knowledge. May also be required to maintain special and routine statistical records of operation and maintenance and to make computation for the preparation of reports. May be required to type accurately with reasonable speed.

0301 (50010131) CONTROL ROOM ASSISTANT (DCPP) (PIO)

A shift employee in a nuclear power plant who is assigned to assist the shift foreman in the performance of his administrative duties and who performs clerical work on shift. Is responsible to the plant office supervisor for the quality and quantity of the work performed. Performs such duties as verifying and preparing time cards for the foreman's signature, making and receiving calls relating to personnel and other matters for the shift foreman, maintaining logs, preparing summaries, assembling reports, preparing permits, and similar duties. Is responsible for maintaining supply of and preparation of food for required meals. Must be familiar with Company's accounting and record-keeping procedures, and shall be able to use a typewriter with moderate skill (25 words per minute net).

0059 (50010069) SCHEDULING ASSISTANT (DCPP Only)

An employee whose primary responsibilities include collecting, processing, analyzing, maintaining and disseminating schedules and scheduling information. Duties include the input, processing information between PIMS and scheduling software; executing batch runstreams; reviewing, analyzing and correcting data and system errors; distributing scheduling information to client work groups; and developing basic reports using mainframe and personal computer programs. Must have knowledge of basic computer applications and be able to type with reasonable speed and accuracy (35 w.p.m.).

Legacy Code	SAP Job Code	Next Lower Classifications	Legacy Code	SAP Job Code	Same or Higher Classifications
--	50462905	<i>Administrative Associate - Nuclear</i>	0243	50010113	Senior Field Clerk - G.C.
			0246	50010115	Field Clerk – (G.C.)*
			0263	50010121	Senior Hydro Clerk
			0264	50010122	First Hydro Clerk
			0293	50010129	First Plant Clerk (PIO)
			0301	50010131	Control Room Assistant (DCPP) (PIO)
			0310		Senior Shop Clerk - G.C.

			0313	50010134	First Shop Clerk - G.C.
			2723	50010467	Senior Operating Clerk II
			2646	50010443	Senior Operating Clerk-Typist II
			2655	50010447	Senior Operating Clerk-Typist I
			2789	50010477	Senior Operating Clerk I
			0266	50010124	First Hydro Clerk - Helms
			2801	50073091	Senior Operating Clerk I-II
			2802	50073094	Senior Operating Clerk-Typist I-II
			--	50462906	Administrative Specialist
			--	50462907	Senior Administrator - Nuclear

50462905 ADMINISTRATIVE ASSOCIATE – NUCLEAR

An employee who performs administrative tasks such as typing, basic data entry (e.g. PIMS, Workforce, etc.), copying, mail distribution, filing, document scanning, record indexing, document destruction, and other similar tasks. May be required to use standard computer software for basic word processing, record retention, and reporting. May be required to audit documents (e.g. procedures, drawings, etc.). Employees assigned to the Dosimetry office may be required to determine dose histories, issue and control TLD's, maintain NRC dosimetry records, log employees into Radiological Controlled Areas, read and re-zero dosimeters, and perform other clerical work. May be required to type with reasonable speed and accuracy (net 35 WPM). Works under the supervision of experienced administrative personnel or department supervisor. Must pass all pre-employment tests.

BEGINNER'S CLASSIFICATION

GARAGE DEPARTMENT

0277 (50010126) PARTS CLERK

An employee with a thorough knowledge of automotive parts and stores procedures, who performs without direct supervision, duties which include the purchasing, storing, issuing and requisitioning of automotive parts and tools. He may also be required to perform clerical work and assist in the administrative work of the Foreman's or General Foreman's office.

Legacy Code	SAP Job Code	Next Lower Classifications	Legacy Code	SAP Job Code	Same or Higher Classifications
0880	50010210	Garageman	0275	50010125	Partsman - GC Service Center
1210	50010262	Materials Handler	0276	50073125	Field Partsman - GC
2662	50010450	Operating Clerk	0277	50010126	Parts Clerk
2664	50010452	Operating Clerk-Steno - (PIO)	0730	50010186	Garage Subforeman
2667	50010454	Operating Clerk-Typist	1084	50010238	Parts Leadman - GC Service Center
1214	50251335	Materials Handler	1252	50010271	Utility Equipment Mechanic- Auberry

			1253	50010272	<i>Utility Equipment Mechanic - Helms</i>
			1254	50070796	Utility Equipment Mechanic
			1255	50010273	Equipment Mechanic
			1256	50010274	Equipment Mechanic UN
			1258	50010275	Apprentice Equipment Mechanic
			2646	50010443	Senior Operating Clerk- Typist II
			2723	50010467	Senior Operating Clerk II
			2789	50010477	Senior Operating Clerk I
			2655	50010447	Senior Operating Clerk- Typist I
			2801	50073091	<i>Senior Operating Clerk I- II</i>
			2802	50073094	<i>Senior Operating Clerk- Typist I-II</i>

ACCOUNTING AND COMPUTER OPERATIONS LINES OF PROGRESSION

The tables shown are for use in filling vacancies in the following departments: Vice President and Controller's Organization, Computer Operations, and the Mail Services Section of General Office Building Department. They should be used in connection with Section 18.8 of the Clerical Agreement dated July 1, 1953, as amended. In addition, the transfer rights of employees of the Vice President and Controller's Organization and the General Office Operating Clerical (including the Design-Drafting Clerical Unit, Reprographics Clerical Unit, and the Mail Services Section of the General Office Building Department) have been expanded to provide Subsection 18.5(c)(1) rights between these groups.

The Vice President and Controller's Organization is comprised of the following sections: Major Billing, Bill Processing, Payroll, Capital Accounting, Miscellaneous Billing, Payment Processing, Revenue, Accounts Payable, Budget, Corporate Accounting and *Customer Information Assistance*. The Computer Operations Department consists of the Data Recording and Output Operations sections.

By identifying these sections, the parties do not intend to change the scope of recognition.

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

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

Example 1: If a vacancy exists in a Senior Accounting Clerk I classification in the Payroll Section, consideration under Subsections 18.8(b) and 18.8(c) of the Agreement in order of employment date shall be given to employees classified as Accounting Clerk, the equivalent, or higher.

Temporary Assignments: Temporary upgrades shall take place within the unit in which the temporary vacancy exists provided there is a next lower classification to the vacant classification in such unit. Temporary upgrades into classifications where there is no next lower classification to the vacancy within the unit shall be made from the section, and then the department *and in accordance with Review Committee Decision 1005 (Page 34)*. A Section may be comprised of more than one unit. For example, in the Payroll and Accounts Payable Sections, a unit is comprised of all of the employees reporting to one exempt supervisor.

Example 2: If a temporary vacancy exists in a Senior Accounting Clerk I classification in a unit of the Vice President and Controller's Organization, consideration in order of employment date shall be given to employees classified as Accounting Clerk in that unit.

Transfers within Vice President and Controller's Organization (LA 82-4)

"An employee who has been promoted or transferred into or within the Vice President and Comptroller's Organization will not have his or her bids or applications for transfer to move laterally considered for a minimum of six months following such promotion or transfer. The foregoing shall not apply to shift changes. Employees transferring or bidding between departments in Vice President and Comptroller's and Computer Operations Department will not be bypassed pursuant to Section 18.11 of the Clerical Agreement if solely based on a lack of job knowledge and/or experience. The foregoing shall not abrogate the parties' intent to develop and implement training and testing procedures for promotional eligibility to all senior classifications in the Vice President and Comptroller's Organization. Once such training and testing procedures are negotiated and implemented, Company and Union will review the contents of this paragraph."

Typist Designation:

Criteria: A typist position will normally perform typing 20 percent of the time during a workweek. The typing assignments should generally require more than simple typing skills such as form completion.

The above criteria will be waived if there is a demonstrated need for a typist at an office.

**ACCOUNTING AND COMPUTER OPERATIONS LINES OF PROGRESSION
Accounting**

2642 (50010442) SENIOR ACCOUNTING CLERK II

2767 (50070818) SENIOR ACCOUNTING CLERK-TYPIST II (55 w.p.m. typing required)

Legacy Code	SAP Job Code	Next Lower Classifications
2788	50010476	Senior Accounting Clerk I
2813	50070821	Senior Accounting Clerk-Typist I
2878	50010486	Computer Operator

Legacy Code	SAP Job Code	Same or Higher Classifications
2642	50010442	Senior Accounting Clerk II
2767	50070818	Senior Accounting Clerk-Typist II
2879	50010487	Senior Computer Operator

2788 (50010476) SENIOR ACCOUNTING CLERK I

2813 (50070821) SENIOR ACCOUNTING CLERK-TYPIST I (55 w.p.m. typing required)

Legacy Code	SAP Job Code	Next Lower Classifications
2661	50010449	Accounting Clerk
2873	50010485	Accounting Clerk-Typist

Legacy Code	SAP Job Code	Same or Higher Classifications
2642	50010442	Senior Accounting Clerk II
2767	50070818	Senior Accounting Clerk-Typist II
2788	50010476	Senior Accounting Clerk I
2813	50070821	Senior Accounting Clerk-Typist I
2879	50010487	Senior Computer Operator
2878	50010486	Computer Operator

A Senior I classification shall not be required to act as lead over a Senior II classified employee.

2661 (50010449) ACCOUNTING CLERK

2873 (50010485) ACCOUNTING CLERK-TYPIST (55 w.p.m. typing required)

Legacy Code	SAP Job Code	Next Lower Classifications		Legacy Code	SAP Job Code	Same or Higher Classifications
*2677	50010459	Utility Clerk - Accounting		2642	50010442	Senior Accounting Clerk II
*2685	50010463	Utility Clerk-Typist - Accounting		2767	50070818	Senior Accounting Clerk-Typist II
2689	50010464	Utility Machine Operator - Accounting		2788	50010476	Senior Accounting Clerk I

2773	50010473	Mail Clerk Driver		2813	50070821	Senior Accounting Clerk-Typist I
**0059	50010069	Scheduling Assistant - DCPD Only		2879	50010487	Senior Computer Operator
				2878	50010486	Computer Operator †
				2661	50010449	Accounting Clerk
				2873	50010485	Accounting Clerk-Typist

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

2773 (50010473) MAIL CLERK DRIVER

Legacy Code	SAP Job Code	Next Lower Classifications
*2677	50010459	Utility Clerk - Accounting
*2685	50010463	Utility Clerk-Typist - Accounting
2689	50010464	Utility Machine Operator - Accounting

Legacy Code	SAP Job Code	Same or Higher Classifications
2642	50010442	Senior Accounting Clerk II
2767	50070818	Senior Accounting Clerk-Typist II
2788	50010476	Senior Accounting Clerk I
2813	50070821	Senior Accounting Clerk-Typist I
2879	50010487	Senior Computer Operator
2878	50010486	Computer Operator †
2773	50010473	Mail Clerk Driver
2661	50010449	Accounting Clerk
2873	50010485	Accounting Clerk-Typist

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

2677 (50010459) UTILITY CLERK

2685 (50010463) UTILITY CLERK-TYPIST (55 w.p.m. typing required)

2689 (50010464) UTILITY MACHINE OPERATOR

BEGINNER'S CLASSIFICATIONS

Placement into the Utility Clerk classification started on January 31, 1980. Employees who currently hold the classification of Clerk D and its equivalent will retain such classification and their wage progression as established in 1976 and be allowed to progress to the top of such current wage progressions until such time as they vacate the classification. Employees classified as Clerk D and equivalent who go on Long Term Disability or a leave of absence or who transfer laterally in the same line of progression pursuant to Title 18 of the Agreement will retain their Clerk D or equivalent status until such time as they vacate the Clerk D or equivalent classification. All other transfers of Clerk D's will be to the Utility Clerk classification and its rate of pay. Any other employee entering the beginning clerical level (except as a Computer Operator-in-Training shall be classified and paid as a Utility Clerk.

Computer Operations

2879 (50010487) SENIOR COMPUTER OPERATOR

Will be responsible for performing lead operator functions, including but not limited to: scheduling and routing of jobs to specific resources; troubleshooting error conditions; interfacing with vendor technicians and overseeing quality control. Will provide on-the-job training for new Computer Operators. Will also be responsible for performing the duties listed for the Computer Operator, and related clerical duties as needed.

Legacy Code	SAP Job Code	Next Lower Classifications
2878	50010486	Computer Operator ¹

Legacy Code	SAP Job Code	Same or Higher Classifications
2879	50010487	Senior Computer Operator

24-month step of Computer Operator (2878) is considered as top rate for bidding purposes from any of the above classifications. Computer Operators must be at top rate of pay for bidding purposes and have successfully completed the appropriate Senior Computer Operator Course to be considered qualified bidders.

¹Upon reaching the top of the CO classification and successfully completing the Senior Computer Operator course, an employee shall be eligible to bid into the Senior Computer Operator classification for the Section in which such employee has completed the required courses.

2878 (50010486) COMPUTER OPERATOR

Operate all printing equipment that is utilized to produce bills, notices, checks and letters. Operates the printer interface and work management systems to stage and control the print jobs. Operates all pre/post printer equipment including stackers, folders, bursters and collators. Performs routine maintenance and system clean up tasks as required. May perform clerical related duties as needed.

Legacy Code	SAP Job Code	Next Lower Classifications
2884	50424622	Computer Operator-in-Training

Legacy Code	SAP Job Code	Same or Higher Classifications
2879	50010487	Senior Computer Operator
2878	50010486	Computer Operator

2884 (50424622) COMPUTER OPERATOR-in-TRAINING (COIT)

Will, under direction, perform the duties of a Computer Operator. A Computer Operator in Training is not required to have prior work experience. Automatic progression to next higher classification after six months at top rate of this classification

Legacy Code	SAP Job Code	Next Lower Classifications
2689	50010464	Utility Machine Operator - Accounting

Legacy Code	SAP Job Code	Same or Higher Classifications
2879	50010487	Senior Computer Operator
2878	50010486	Computer Operator
2884	50424622	Computer Operator-in-Training

2689 (50010464) UTILITY MACHINE OPERATOR

Legacy Code	SAP Job Code	Next Lower Classifications
		<i>Beginner's Classification</i>

Legacy Code	SAP Job Code	Same or Higher Classifications
2879	50010487	<i>Senior Computer Operator</i>
2878	50010486	<i>Computer Operator</i>
2884	50424622	<i>Computer Operator-in-Training</i>

BILINGUAL RATE

A bilingual premium of 50 cents per hour (not 401k or pension eligible) will be paid for Call Center positions that require proficiency in a second language. The premium will begin once the employee has qualified and entered the program. Eligible classifications for this bilingual premium include Service Representative I (50356342 - 2602), Service Representative I Typist (50372524 - 2605), Service Representative (50010448 – 2660), Service Representative Typist (50010453 – 2666), Senior Service Representative I (50010445 – 2650) and Senior Service Representative Typist I (50010480 – 2811).

See Letter Agreement 13-21 on pages 56-57.

CLERICAL HIRING RATE GUIDELINES **(See Pre-Review Committee No. 21052 on Pages 58-59)**

The following hiring rate guidelines apply to clerical employees hired under the Agreement:

1.) An employee with less than 6 months of directly related clerical job experience will be hired at the starting rate of the applicable clerical classification.

An employee with 6 months, but less than 12 months directly related clerical job experience, will be hired at the 6-month rate of the applicable clerical classification.

An employee with 12 to 18 months directly related clerical job experience, will be hired at the one-year rate of the applicable clerical classification.

An employee with 18 to 24 months directly related clerical job experience, shall be hired at the 18-month rate of the applicable clerical classification.

An employee, other than Utility Clerk, with 2 years or more directly related clerical job experience, shall be hired at the 24-month rate of the applicable clerical classification.

A Utility Clerk with 24 to 30 months directly related clerical job experience, shall be hired at the 24-month rate of the Utility Clerk.

A Utility Clerk with 30 months directly related clerical job experience, shall be hired at the 30-month rate of the Utility Clerk.

2.) In applying paragraph 1, credit will be given for office clerical work, "office clerical work" does not include: (a) sales work in any type of retail establishments; (b) work as a teller in a bank or savings institution.

3.) Credit for work experience will not be given for jobs held prior to a five-year break in employment.

4.) No credit will be given for non-verifiable work experience.

5.) No credit will be given for summer or part-time work experience accrued while a student.

6.) Credit will not be given for experience accrued on a casual or intermittent basis, including work performed while employed through a temporary agency.

7.) *For the Service Representative I (2602) and Service Representative I Typist (2605) classifications, the application of these guidelines will result in placement at the starting rate or the 18-month rate based on 18-24 months of directly related clerical job experience as described above.*

DEFINITIONS OF THE PHRASE "AT THE TOP RATE OF PAY OF THE NEXT LOWER CLASSIFICATION" IN CLERICAL LINES OF PROGRESSION

TITLE 18 - JOB BIDDING, PROMOTION AND TRANSFER

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.

Example: Senior Service Representative I
 Senior Service Representative-Typist I

Next Lower Classifications:

Service Representative
Service Representative-Typist
Credit Representative

Service Representative II
Service Representative II-Typist
Service Representative II-Steno (PIO)

In the above example, the Service Representative, Service Representative-Typist, *Service Representative II*, *Service Representative II-Typist* and *Service Representative II-Steno* are the classifications with the lowest maximum wage rate of the group of classifications shown as next lower. An employee in any of the "next lower classifications" who is receiving a wage rate equal to or greater than the maximum rate of such classifications would be considered as being "at the top rate of pay of the next lower classification" as referred to in Subsection 18.8(b) or (c). Where a physical classification is "next lower" in Exhibit A, the clerical classification with the lowest maximum wage rate shall prevail in determining the "top rate of pay of the next lower classification."

To be entitled to preferential consideration an employee who is presently in any of the "next lower classifications" or any of the "same or higher classifications" to a classification in the normal line of progression for which s/he has bid must be receiving a rate of pay equal to or greater than the lowest maximum wage rate of the group of classifications combined and indicated as the next lower to the classification on which s/he bid.

With regard to the filling of the Service Representative classification, an employee who has completed six months of continuous service and has been given regular employee status and who is in any of the classifications on either side indicated as being in the "next lower classifications" or the "same or higher classifications" to Service Representative, will be considered as being "at the top rate of pay of the next lower classification" for bidding purposes under Subsection 18.8(b) or (c) to a job vacancy in the classification of Service Representative. *Effective 1/1/11, all Service Representatives (classification codes 2660, 2666, 2769) will be reclassified to Service Representative II upon reaching the top step of Service Representative as soon as administratively possible. Service Representative I (classification codes 2602 and 2605) are Beginner's classifications and will automatically progress to Service Representative II upon completion of 54 months in the classification.*

See Subsection 18.2(c) for the definition of the top of the rate of pay of the next lower classification when bidding from a beginner's classification, except to Service Representative.

CLERICAL TEST BATTERY
Effective January 1, 1998 (Amended 8-15-17)

A. CLERICAL TEST BATTERY

The Clerical Test Battery consists of five tests:

- PSI Computation (5 minutes)
- PSI Language Skills (5 minutes)
- PSI Problem Solving (10 minutes)
- PSI Coding (5 minutes)
- PSI Visual Speed and Accuracy (5 minutes)

The scores on the tests are combined algebraically to yield an overall Clerical Aptitude Score. The minimum Clerical Aptitude Score required for transfer to, or employment in, any entry-level clerical classification except Reprographics Operator is 81.5 points.

B. RETESTING PROVISIONS

An employee is permitted *additional* attempts to pass the Clerical Test Battery. An employee who fails to attain a passing score on the first attempt may *re-take* the tests *after the waiting periods below*.

- *Three months between the first and second attempts.*
- *Six months between the second and third attempts.*
- *Twelve months between the third and fourth attempts.*
- *Twelve months for all attempts subsequent to the fourth attempt.*

In accordance with LA 05-04, the retesting provisions will be relaxed for employees who are on official notice of a return-to-work event (e.g., the LTD return-to-work provisions in Sections 2.24 and 2.19 of the LTD Plan or an internal job search) and for employees subject to demotion and/or displacement during the period of notice.

- 1. To allow an employee an available retest attempt before the expiration of demotion/layoff snap shot date, return-to-work, or internal job search period, the Company shall shorten any established retest period that is longer than one month to one month.*
- 2. For demotion/layoff situations only, if shortening the retest period to one month does not allow an employee sufficient time to exercise his or her displacement rights, the Company shall further shorten the one-month retest period to afford the employee one retest attempt before the snap shot date. The duration of the shortened period shall depend on the type of test at issue and the specific circumstances of the employee subject to the request.*

C. APPLICATION FOR TESTING:

1. Employees submitting bids or transfer applications will receive a Company acknowledgment, listing test requirements for each job classification.
2. If employees have not already satisfied those test requirements, they must *enroll for the test via My Learning on the Human Resources intranet* when they are prepared and desire to take the required tests. *If there are no scheduled test dates on My Learning, the employee must notify the Human Resources testing group or they will be bypassed for any jobs that may become available to them.*
3. Employees will not be bypassed for a vacancy because they have not taken the required test(s), if they have *enrolled for the test via My Learning on the Human Resources intranet or notified the Human Resources testing group* in accordance with paragraph 2 above and the Company has not administered the required test(s).

4. Employees must be qualified for the vacancy on the control date, except in those situations described in paragraph 3 above, or where Company and Union have agreed to specific prerequisites that provide for appointments to be held pending the determination of qualifications. Subsections 18.4(d) and 18.5(c).

D. TESTING REQUIREMENTS IN EFFECT PRIOR TO JULY 1, 1986:

1. Passing the six-test Clerical Battery Test in effect in 1967.
2. Scoring 70 points or higher on the Name Comparison Test and 20 points or higher on EAS#2 Numerical Ability.
3. Scoring 86 points or higher on the Number Perception Test and 14 points or higher on Differential Aptitude Test - Numerical Ability.

E. TESTING REQUIREMENTS IN EFFECT BETWEEN JULY 1, 1986 AND DECEMBER 31, 1997:

1. Qualifying on the EEI Clerical Aptitude Test Battery (CLAPT) with a minimum score of 180 points.

F. TESTING POLICY REGARDING TRANSFERS:

1. A transferee to a Routine Hydro Clerk or a clerical classification other than a Reprographics Operator, is qualified if the employee:
 - a. Currently holds, or previously demonstrated satisfactory performance in, a classification requiring the Clerical Test Battery, or
 - b. Passed a previously negotiated Clerical Test Battery prior to July 1, 1986, or
 - c. Passed the EEI Clerical Aptitude Test Battery (CLAPT) between July 1, 1986 and December 31, 1997, or
 - d. Passed the PSI Clerical Test Battery on or after January 1, 1998, and
 - e. Passed any required skills tests (typing).
2. A transferee to Reprographics Operator is qualified if she/he:
 - a. Previously demonstrated satisfactory performance as a Reprographics Operator, or
 - b. Previously passed the Reprographics Operator test consisting of the Guilford-Zimmerman and Name Comparison tests. The Name Comparison test is not required if the transferee is currently in or previously demonstrated satisfactory performance in a clerical classification.
 - c. The Guilford-Zimmerman test is no longer given. A replacement test will require agreement between the Company and Union for positions filled after January 1, 2002.
3. A transferee to Materials Handler is qualified if she/he:
 - a. Previously demonstrated satisfactory performance as a Materials Handler, or
 - b. Currently holds, or previously demonstrated satisfactory performance in, a clerical job classification other than Reprographics Operator, or

- c. Passed the Name Comparison, EAS#2 - Numerical Ability, or
 - d. Qualified on the EEI Clerical Aptitude Test Battery (CLAPT) between July 1, 1986 and December 31, 1997, or
 - e. Qualified on the PSI Clerical Test Battery on or after January 1, 1998.
4. *Typist classifications:*
- a. *Applicants for Typist classifications shall take the typing test on a personal computer.*

SERVICE REPRESENTATIVES' TRAINING PROGRAM

Each employee who will be required to take and pass the test will first be given the opportunity to complete the training program. After completing the training program, the employee will be tested as to that information upon which he has received instruction. A passing score on the test is 72.6%. In the event an employee fails the initial test, additional instruction will be given and an opportunity to take the failed section(s) of the test a second time will be provided at the employee's request within 90 days of the date he first failed the test.

Employees who fail to attain a passing score on the retest, or who do not request a retest within the 90-day period, shall be removed from the Service Representative classification.

Six months, or thereafter, following demotion, the employee will have the opportunity to take the failed section(s) of the test a third time, provided the employee is able to show satisfactory evidence that the employee has prepared himself or herself to pass the test.

SENIOR SERVICE REPRESENTATIVES' TRAINING PROGRAM Letter Agreement 05-39

1. Eligibility

Employees in the Customer Services Department who are next lower in the line of progression to Senior Service Representative I and have bids on file are eligible for the Senior Service Representative Training Program. Upon successful completion of the training and testing program, an employee will have met the Senior Service Representative I and II promotional eligibility requirements. (Employees are still subject to the provisions of Sections 18.11 and 18.13 of the Clerical Agreement.)

2. Bidding

An employee who has valid bids on file and is the senior bidder to a Senior Service Representative I or II vacancy and is otherwise qualified, will not be bypassed if such employee has not had the opportunity to participate in or complete the training program. The job will be awarded pending successful completion of the training program. If an employee voluntarily withdraws from the training program, the job will be re-awarded. However, if an employee is removed from the training program for reasons beyond his or her control, s/he will retain the job award pending rescheduling and successful completion of the training program. This does not include a retest.

3. Withdrawals

Employees who have voluntarily withdrawn from the training program will be eligible to be rescheduled for training after 90 days.

4. Training

The revised training program and exam is 84 hours long and consists of the following 11 modules:

	Hours		Hours
<u>Day 1</u>		<u>Day 7</u>	
<i>Introductions/Safety</i>		<i>Agricultural Rates / Ag</i>	
<i>Combined</i>	1.0	<i>Start/Stop</i>	4.0
<i>Business Understanding</i>	3.0	<i>Billing/Records</i>	4.0
<i>Leadership/Communication</i>	4.0		
		<u>Day 8</u>	
<u>Day 2</u>		<i>Billing/Records</i>	4.0
<i>Leadership &</i>		<i>Help Tickets</i>	4.0
<i>Communication Styles</i>	8.0		

<u>Day 3</u>		<u>Day 9</u>	
CPUC & Consumer Affairs	4.0	Conflict Resolution Workshop	6.0
Credit & Collections – reworked & reduced	4.0	Virtual Tour: PP&BPM, Credit and Records Center	2.0
<u>Day 4</u>		<u>Day 10</u>	
Residential Rates	4.0	Cumulative Review, Practice and Q&A Session	8.0
Meter Codes	1.5		
Commercial Rates	2.5		
<u>Day 5</u>		<u>Day 11</u>	
Commercial Rates	4.0	Qualifying Exam	4.0
Agricultural Rates	4.0		
<u>Day 6</u>			
Agricultural Rates	8.0		84 hours

A detailed description of each module is attached. The training program will be administered on consecutive work days and may be provided at a location other than an employee's regular headquarters. The general provisions established for employees attending Company training classes will apply (Title 15 of Clerical Agreement).

Given the technological needs of the program, pre-work and pre-attendance assessment will be completed during company time and will be submitted to Learning Services seven (7) days prior to attendance in the training.

5. Testing

The Senior Service Representative Promotional Eligibility Test will be administered *on the final day of attendance following completion of 80 hours of training. The final test is now open resource and students have their computers, classroom manuals and their reference guides from training available to them for reference during the exam.* Employees will be given *four (4) hours to take the 71 question test (dated 5/2005).* The passing score is 75%.

If the employee fails the test, s/he will have 90 days to request a retest using a different but equivalent test.

If the employee fails the test on the second attempt, s/he must demonstrate that they have made an attempt to improve their test performance through self-study, classes, etc., prior to being granted a retest.

Disputes concerning the fairness of administration, correction of the test, or eligibility of retest shall be resolved in accordance with Title 9 of the Clerical Agreement.

Note: Company will provide leadership training to employees newly placed in a regular Senior Service Representative position.

CONFIDENTIAL EMPLOYEES' LINES OF PROGRESSION

Confidential employees in the Regional Manager's office and Human Resources Department in Golden Gate Region are considered as being in the Customer Service Line of Progression as set forth in Exhibit A of the Clerical Agreement, and that confidential employees in the Gas and Electrical Departments of Golden Gate Region are considered as being in the Operating Line of Progression for their respective departments, as set forth in Exhibit A of the Clerical Agreement, for the purposes of applying provisions of Section 18.8 of the Clerical Agreement dated July 1, 1953, as amended.

In other Regions these employees are considered in the Line of Progression in the Region, Division or Department in which they are located; employees who are in the Human Resources Department or who are secretaries to Region Vice Presidents, Region Department or Division Managers are considered as being in the Customer Service Line of Progression, and employees who are secretaries to Region Operating Managers are considered as being in the Operating Line of Progression.

REVIEW COMMITTEE DECISION

REVIEW COMMITTEE File Nos. 1005, 1009, 1028, 1030, 1325 and 1331
Humboldt Division Grievance Nos. D.Gr/C 19-70-2, D.Gr/C 19-70-6, and D.Gr/C 19-70-12
North Bay Division Grievance Nos. D.Gr/C 4-70-7 and D.Gr/C 4-70-9
Sacramento Division Grievance No. D.Gr./C-6-73-4
East Bay Division Grievance No. D.Gr/C 1-73-4

Subject of the Grievances

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

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

Discussion

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

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

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

Decision

For the foregoing reasons where there is no next-lower classification in the line of progression, it is the

decision of the Review Committee that: (1) Temporary upgrades for one basic workweek or less shall be made within the headquarters following the line of progression to successively lower classifications provided that such a person is qualified to handle the work of the higher classification to which the temporary appointment is being made and; (2) such temporary upgrades for more than one basic workweek shall be offered to the senior qualified prebidder within a district provided that such person resides within a commutable distance ("commutable distance" as used in this decision shall mean a temporary headquarters located not more than 45 minutes or 30 miles from his residence). In the application of item (2), the upgraded employee shall report to the temporary headquarters in accordance with the provisions of Section 10.8 of the Clerical Agreement. When the temporary assignment lasts for more than 60 consecutive calendar days, the upgraded employee will then be considered reporting to his "regularly established headquarters."

These grievances are closed without adjustment.

FOR UNION:

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

By /s/L.N. Foss

Date March 4, 1974

FOR COMPANY:

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

By /s/L.V. Brown

Date March 4, 1974

LETTER AGREEMENT

R1-82-111-PGE

October 6, 1982

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

Attention: Mr. Jack K. McNally, Business Manager

Gentlemen:

At the request of Local 1245, IBEW, the issue of an appropriate Clerical Job Evaluation System for certain classifications covered in the Clerical Agreement has been referred to arbitration in accordance with the settlement of the 1979/1980 negotiations and has been assigned Case No. 108.

Company and Union have agreed that it is in the best interests of the employees involved, and the Company and Union, that a further effort be made to reach a mutual agreement on this matter through the bargaining process. It is, therefore, agreed that the arbitration procedure will be stayed under the following conditions:

1. Consultant

The Company and Union will jointly select and pay the consultation fees of a consultant, who will guide and make recommendations to the Committees representing both parties and attempt to establish a mutually acceptable Clerical Job Evaluation System for PGandE employees in classifications listed in Item 3 below.

2. Validation

Before implementation of any proposed Job Evaluation System, such system will be "validated" by being tested against a substantial number of benchmark jobs to the satisfaction of both parties.

3. Guidelines

The Committees and the consultant shall be guided by the following principles:

- The Job Evaluation System will apply to the following clerical classifications:
 - a. Senior II level clerical jobs.
 - b. Senior I level clerical jobs.
 - c. Service Representatives, Operating Clerks, and Accounting Clerks.
 - d. Utility Clerks (including Clerk D).

- e. Any other classifications in the clerical bargaining unit listed in Exhibit F which have wage progressions which are identical to those listed in a. through d. above.
 - f. Any other office or clerical classification to which the Company and Union mutually agree.
- The system be easy to use and understand.
 - Information regarding the system be available to all parties, including individual employees.
 - All parties be encouraged to participate including employees whose jobs are subject to evaluation.
 - Job evaluations are to be based on the job and not on the employee who holds the job.
 - The system meet equal employment requirements.
 - There be an appeals process.

4. Employee Placement

If in the application of the agreed-to Job Evaluation System it is determined that a particular position is to be reclassified downward, the incumbent employee will be red-circled at his/her current rate of pay and be subject to the conditions outlined in Paragraphs A or B below. However, if in the Department and office (Section in V.P. & Comptroller) where the inappropriately classified position has been identified, there are other equivalent positions, the red-circled employee may exchange duties with the least senior employee holding that classification. The junior employee would then assume the red-circled status and be subject to the conditions of Paragraphs A and B below.

After implementation of an agreed-to Job Evaluation System, employees who, as a result of job reevaluation, are assigned a lower classification, will be red-circled at their current rate of pay under the following conditions:

A. Customer Services and Operating Lines of Progression

Once an employee has been red-circled at a rate of pay, he or she will be held at that rate until reassigned to another classification equivalent to or higher than the current rate of pay within the same headquarters or he or she vacates the specific job for any other reason. If, during the time an employee is red-circled and there are prebiddable vacancies within a commutable distance of the present headquarters (30 miles or 45 minutes travel time under ordinary conditions), and the red-circled employee elects not to bid or turns down a job award more than once, such employee will be held at the present rate of pay (excluding general wage increases) until such time as the rate established for their newly assigned classification equals or exceeds the red-circled rate. If two or more red-circled employees turn down the same job award, only the junior employee will be charged with a turndown. A red-circled employee who prebids but is not the successful bidder to an equivalent classification within the area of commutable headquarters will continue to maintain the current rate plus future general wage increases.

B. Accounting Line of Progression

The conditions set forth in A above will apply to red-circled employees in the Comptroller's Department with the understanding that, if a red-circled employee bids to another section to maintain his or her current rate of pay, such employee will have at least six months to become fully qualified. In the event the red-circled employee desires to bid back to his or her former section, the employee will not be subject to the six-month bar established for this Line of Progression by

the letter agreement dated April 21, 1982 (82-4-PGE).

5. Arbitration

At any time that either party believes that continuing negotiations will be fruitless, it may, upon written notice to the other party, again start the arbitration proceedings at the point where they stood at the time of the execution of this agreement. However, should the issue be referred back to arbitration, the arbitration date shall be set no earlier than 60 days following an exchange of all relevant information on both proposed systems.

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

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By IWBonbright
Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

December 1, 1982

By Jack McNally
Business Manager

LETTER AGREEMENT

87-78-PGE

May 1, 1987

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

In accordance with the provisions of Attachment A of the 1979 Negotiations Settlement, the parties have mutually established a Clerical Position Evaluation System to replace the Clerical Cross-Hatch Index. The time limits set forth in Attachment A were mutually extended by Letter Agreement 82-111-PGE.

Enclosed with this letter are:

1. The cut-off point determination agreement. The employee population mix referenced in the second paragraph is 5.5% "A" level classifications, 10.4% "B" level classifications, 41.6% "C" level classifications and 42.5% "D" level classifications in the initial system study population.
2. The Administrative Guide for the Clerical Position Evaluation System.

The commitment established during the 1979 General Negotiations was to reevaluate all of the former Review When Vacant (RWV) jobs prior to any others. At the time this agreement was reached, neither Company nor Union was in a position to predict what the essential elements of the new job evaluation system would be. At the conclusion of negotiations in which the parties established the elements of the system, an initial implementation agreement was negotiated. A copy of that agreement is included in the Administrative Manual as an Appendix. As is provided in the implementation agreement, all covered employees will be required to complete a Position Evaluation Questionnaire during the System Study-Data Gathering phase. No jobs will be impacted by the new job evaluation system until the System Study is completed. Because the System Study will include all positions that are filled, all employees who are in those positions that were formerly designated "Review When Vacant" will be evaluated at the same time as all other positions. It has, therefore, been agreed that it is unnecessary to treat the formerly "RWV" positions any differently than other positions.

It is anticipated that following the System Study, it may not be possible to process all of the appeals within the time limits established in Chapter VI of the Administrative Manual. Therefore, by mutual agreement, the parties may extend the time periods specified for the processing of appeals. However, the parties may not agree to extend the time period specified for filing an appeal.

Further, since the Gas Chart Calculator positions do not meet the requirements established for positions that will be evaluated by the system, the parties agreed that Gas Chart Calculator positions be excluded from evaluation using the Clerical Position Evaluation system.

It is proposed that this Clerical Position Evaluation system be effective upon the execution date of this

agreement and continue in effect until amended by mutual agreement, or until either party has given to the other 30 days' written notice of its termination.

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

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By IWBonbright
Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO

May 15, 1987

By Jack McNally
Business Manager

LETTER AGREEMENT

89-80-PGE

May 30, 1989

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

Attention: Mr. Jack McNally, Business Manager
Gentlemen:

This confirms the understanding reached by the Clerical Position Evaluation Committee on March 29, 1989. In reaching this agreement, the Company and Union reaffirmed their commitment to the productive implementation and continued support of this system.

- 1) The position evaluation system is available immediately for use on vacancies, new positions, and position and/or duty changes resulting from future office consolidations.
- 2) The position evaluation system will be fully implemented and thereafter available for use, in accordance with Letter Agreements R1-82-111 and 87-78, as follows:

Regions and General Office Operating - December 1, 1989 (Customer Services & Operating Lines of Progressions)

Controller's and Customer Accounting - May 1, 1990 (Accounting Line of Progression)

- 3) Company will review all PEQs prior to implementation. To help minimize disruption, Company will, prior to implementation dates listed in item 2) above, identify opportunities to reorganize work so that employees' duties match current classifications. Company will give equal attention to restructuring duties where positions have been downgraded as to where positions have been upgraded. Actual decisions to reorganize will be made by management.

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

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By s/Richard B. Bradford
Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO

June 22, 1989

By s/Jack McNally
Business Manager

SAMPLE

July 11, 1989

VARIOUS

REGION HUMAN RESOURCES DEPARTMENT

Clerical Position Evaluation System

CLERICAL BARGAINING UNIT EMPLOYEES:

(Operating and Customer Service lines of progression)

The Company and Union recently agreed to the implementation process for the Clerical Position Evaluation System. The system will be implemented on December 1, 1989 in the Operating and Customer Services lines of progression, and on May 1, 1990 for the Accounting line of progression. Additional time was allowed for the Accounting progression to accommodate change occurring in these positions. Employees prepared the initial descriptions of their jobs on the Position Evaluation Questionnaire form (PEQ) in 1987. If a PEQ was prepared for your position, it is attached for you to update as necessary to ensure that the most current information is used in the final evaluation. A new PEQ must be prepared if one does not already exist for your position. Please follow the steps below and work with your supervisor to update or prepare new PEQ's:

1. Review the PEQ for accuracy.
2. Revise the PEQ as needed or write a new PEQ if significant change has occurred.
3. Write a PEQ if one does not exist.
4. Return the new or revised PEQ to your supervisor by _____.

PEQ forms, instructions and benchmark duty statements are available from your supervisor or local Human Resources Department.

After review, the new and revised PEQ's will be evaluated for proper classification. The implementation agreement provides for reorganization of duties to minimize disruption and maintain job classifications to the extent possible. You will be notified of the evaluation results prior to the effective date for your line of progression.

Please do not hesitate to discuss any questions with your supervisor or Human Resources Representative. Your IBEW Business Representative and Shop Steward are also available.

We appreciate your efforts and cooperation during this transition phase. We are looking forward to a successful introduction of this long-awaited system.

REGION HR MANAGER

cc: HR Manager
(other line management as appropriate)
Attachment (if available)

LETTER AGREEMENT

90-43-PGE

March 6, 1990

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Pursuant to recent discussions between Roger Stalcup of your staff and Sara Johnson of my staff, Company proposes the following as a clarification of Letter Agreement R1-82-111-PGE dated October 6, 1982.

The language concerning red-circled treatment for employees in the Customer Services, Operating and Accounting Lines-of-progression shall be applied as follows:

Upon having their position red-circled, an employee will receive progressive wage increases and general wage increases until they are reassigned to a non-red-circled position, bid/transfer to another position, or turn down or decline to bid to a position, more than once, that is no more than 30 miles or 45 minutes from their residence. Following the occurrence of any of the above listed situations, such employee will no longer receive progressive wage increases or general wage increases until they either move to a non-red-circled position or the wage rate established for their newly assigned classification equals or exceeds their red-circled rate.

Further, for purposes of this agreement, prebids that must be exercised to avoid being held at the present wage rate are only Subsection 18.8(a) or (b) bids.

In addition, to avoid placing a hardship on employees who may be impacted by the provisions of Letter Agreement R1-82-111, the following modification to said agreement is proposed. The words "present headquarters" contained in Section 4. A. shall be replaced with the word "residence." As revised, then, Section 4. A. of Letter Agreement R1-82-111, would state, in part ... and there are prebiddable vacancies within a commutable distance between the employee's residence and the prospective headquarters (30 miles or 45 minutes travel time under ordinary conditions), and the employee elects not to bid ...

For the purposes of this agreement, the residence shall be the place of abode for the employee on the date the red-circle designation is assigned to the position. While a red-circled employee may change the location of his or her residence, the commutable distance to a prospective headquarters shall continue to be based upon the residence of record on the date the red-circle designation was assigned to the position.

Further, it is understood that the residence requirement contained in the modified section 4. A. (or Letter Agreement R1-82-111) does not apply to employees located in the General Office complex, as the intent of said language is for employees who are traveling to a new headquarters. With respect to this specific agreement and Letter Agreement R1-82-111, employees working in the General Office complex are

considered to be at one headquarters.

Regarding the Clerical Position Evaluation System Appeals Procedure, as detailed in Chapter VI of the Administrative Guide, Section C - Local Investigating Committee/Step Three, it is understood that the Shop Steward will be designated by Local 1245 to serve as a second Union member to the LIC, on a Region-wide basis.

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

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By Richard B. Bradford
Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO

April 24, 1990

By Jack McNally
Business Manager

LETTER AGREEMENT
R2-97-29-PGE

7 March 1997

Pacific Gas and Electric Company
Industrial Relations Department
375 North Wiget Lane, Suite 150
Walnut Creek, California 94598

Attention: Mr. David Bergman
Director and Chief Negotiator

Gentlemen:

For the past 10 years the Company and Union have used Hamilton & Associates to help administer the Clerical Job Evaluation System (CJES). Due to the retirement of the Principal, Gene Hamilton, the Company and Union have proposed to jointly administer the CJES in the future.

1. The Company and Union will each appoint 5 members to a Clerical Job Evaluation Job Overview Committee which will be responsible for overseeing administration of the system. All proposed changes to the system must be agreed to by the joint committee in writing. Committee meetings may be requested by either party and will be scheduled as needed. This Committee will review any new, proposed benchmark duty statements and or the deletion of current duty statements.
2. A CJES Security Subcommittee will be responsible for maintenance of the system files and system security. The Committee will be composed of one System Administrator appointed by the Union Business Manager and one System Administrator appointed by the Company Chief Negotiator. Each party will notify the other party in writing at least 2 weeks before changing their System Administrator.
3. The Clerical Job Evaluation Committee (CPEC), comprised of up to 3 members appointed by the Company and up to 3 members appointed by the Union, will continue to meet as needed to discuss any disputes surrounding the grading of positions.
4. Each party will maintain a separate copy of the computer files associated with the administration of this program. All file updates will be approved by the Overview Committee and will be documented, including a description of the file name, the change made, and the date.
5. The Company and Union agree that except as needed for backup or archival purposes, neither party shall make more than seven (7) printed copies or more than one (1) machine-readable copy of the supplied software and documentation at any one time.

In addition to the above guidelines, all existing Letter Agreements concerning the Clerical Job Evaluation System remain in effect.

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

Very truly yours,

LOCAL UNION 1245, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

By: s/Jack McNally
Jack McNally
Business Manager

The Company is in accord with the foregoing and attached and agrees thereto.

PACIFIC GAS & ELECTRIC COMPANY

March 27, 1997

By: s/David J. Bergman
David J. Bergman
Director and Chief Negotiator



LETTER AGREEMENT NO. R1-02-42-PGE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
925-933-6060

STEPHEN A. RAYBURN,
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,
BUSINESS MANAGER

May 1, 2003

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Perry Zimmerman, Business Manager

Dear Mr. Zimmerman:

Company proposes to establish as two separate headquarters in Stockton, the Credit and Records departments located at 8110 Lorraine Avenue. Currently, this organization is a single headquarters, which was established in June 1987 as the Credit and Collections Center.

With the consolidation of Records to this headquarters, the number of employees has more than doubled to over 300, and a clear delineation of functions and responsibilities exists between Credit and Records. Due to the difference in and complexity of work and need for training, employees are not customarily reassigned to move between the two groups. Due to the extensive time required for cross training between the two sections, overtime equalization has been the subject of numerous discussions between the parties.

The establishment of two headquarters, at 8110 Lorraine Avenue, will facilitate the administration of vacation scheduling and overtime distribution for both company and employees. In accordance with Subsection 8.13 of the Clerical Agreement, vacation scheduling in the Credit and Records departments will be treated as separate headquarters. Further, for the purposes of Title 12 Overtime, the headquarters are considered separate.

For purposes of Title 19, if either headquarters, Credit or Records, initiates a Title 19 activity, affected employees shall be afforded 19.3 and/or 19.4 options within the combined headquarters prior to going to the Demotion Area.

A "New Jobs at Headquarters" will be posted identifying new bid codes for the classifications in Records. Existing bid codes will continue to be used for the classifications in Credit. The establishment and posting of the new bid codes will be "FOR INFORMATION ONLY".

The parties propose an effective date of January 1, 2004.

This agreement may be cancelled by either party upon 60 days written notice to the other of such cancellation.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

*By: s/Stephen A. Rayburn
Stephen A. Rayburn
Director and Chief Negotiator*

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

*LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO*

June 11 , 2003

*By: s/Perry Zimmerman
Perry Zimmerman
Business Manager*

List of classifications covered updated by Letter Agreement 07-10.



LETTER AGREEMENT NO. 06-19-PGE



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
(707) 452-2700

STEPHEN RAYBURN
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN
BUSINESS MANAGER

April 25, 2006

Mr. Perry Zimmerman, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Zimmerman:

To become the nation's leading utility, PG&E implemented Business Transformation, an enterprise-wide effort to conduct a thorough examination of its operations to implement new tools, processes, and operational approaches. Some of the changes require modification to the way IBEW-represented employees perform their work, particularly in the clerical functions.

The IBEW and the Company met to discuss the Company's decision to consolidate and centralize clerical work into Resource Management Centers (RMCs) specific to work performed by Utility Clerks-Operating, Operating Clerks, Sr. Operating Clerks, Foreman's Clerks, Assistant Foremen's Clerks, Routine Field Clerks, First Field Clerks, Sr. Field Clerks, Maintenance Assistants, and Shop Clerks.

This letter will confirm the Company's understanding of the settlement reached on March 31, 2006 between the Company's Negotiating Committee and IBEW Local 1245. The agreement is summarized below.

1. Staffing and Scope of Work

- a) Existing Contract provisions allow for the establishment of Operating Clerical Line of Progression positions at the new Resource Management Centers. Clerical positions in the RMCs will be established in the Operating Clerical Line of Progression as Sr. Operating Clerk I-II, Operating Clerk and Utility Clerk utilizing the Position Evaluation Questionnaire process. The positions will perform dual commodity job duties including, but not limited to, damage claims, joint pole, material ordering, dispatching, time entry, job processing/closing, compliance support – EPCM/GPCM, c-card, etc. It is expected most Operating Clerical employees in the field will be directly impacted by the consolidation of work to the RMCs. The Sr. Operating Clerk I-II position is considered the same as a Sr. Operating Clerk I for bidding and displacement/demotion purposes.
- b) Company will initially fill between seven and ten clerical positions utilizing Title 18 at the Concord RMC in support of the initial staffing for the opening of the Center on or about June 5, 2006. No bargaining unit employees will be impacted by Title 19/206/306 as a result of this initial staffing. The parties are currently discussing the process for additional staffing of the RMCs and the Company agrees not to use Title 18 when Title 19 is appropriate.

- c) *Incumbents in Title 200 and 300 clerical classifications remaining at the service centers will perform dual commodity functions in those locations including the full scope of duties of their classification (Title 200 clerical employees may perform Title 300 clerical work and vice versa, as well as Operating clerical work, etc.). The remaining Title 200/300 incumbents may also be required to perform physical work historically performed by their classification.*
- d) *There will be no involuntary displacement from Title 200 and 300 clerical classifications for lack of work as a direct result of the staffing of the RMCs. This does not preclude displacements as a result of future headquarters closures and does not preclude utilization of Title 301 or future Title 206/306 displacements unrelated to RMC staffing.*
- e) *As Physical Clerk jobs are vacated, the positions may be filled as Operating Clerical positions. Once these jobs are filled as Operating clerical, they will perform the same clerical duties as listed in "c" above (dual commodity, etc.).*
- f) *The Company will establish separate bid codes if a 2nd or 3rd shift is established as defined in Title 11.*
- g) *An Internal Bid Process will be developed within the RMCs to offer vacant shift/schedules to current RMC employees in the same classification, status and headquarters prior to filling jobs through the normal job bidding and transfer system.*
- h) *Existing Contract provisions allow the Company to move CFM contract processing and money work to the Accounting Line of Progression in West Sacramento. The Company will fill new positions at West Sacramento in the Accounting Line of Progression. The Clerical Position Evaluation system will be used to grade the positions.*

2. *Posting of New Jobs at Headquarters*

- a) *On or before April 15, 2006 the Company will post jobs for the initial staffing of the Concord RMC.*
- b) *Additional job posting for the RMCs and the West Sacramento Payment Processing Center may be posted and established during the 2nd Quarter of 2006.*

3. *Wages*

- a) *Employees voluntarily accepting and reporting to positions in an RMC will receive Section 13.9(d), 204.6(d) or 304.1(c) wage protection if awarded a job prior to December 31, 2006 or at the end of the initial staffing of the RMCs, whichever is later.*
- b) *The senior clerk classification at the RMC will be established as Senior Operating Clerk I-II and will be paid the Senior Operating Clerk II wage. Operating Clerk and Utility Clerk wages remain the same.*

Exhibit F			
New RMC Classifications	Class Code		2006 Hourly Wage Rate
<i>Sr. Operating Clerk I-II</i>	<i>2801</i>	<i>Start</i>	<i>30.13</i>
<i>Sr. Operating Clerk - Typist I-II</i>	<i>2802</i>	<i>End 6 Mo</i>	<i>30.78</i>
		<i>End 1 Yr</i>	<i>31.44</i>
		<i>End 18 Mo</i>	<i>32.10</i>

4. *Special Allowance*

An employee who voluntarily accepts and reports to a job at an RMC during the initial staffing of a center will be entitled to a special \$3,000 allowance whether or not s/he moves. Acceptance of the special allowance commits the employee to that headquarters for a period of 12 months. Employees will be paid

the \$3,000 allowance within 30 days of reporting to an RMC. The special allowance will apply to employees who voluntarily bid to a RMC before December 31, 2006 or at the end of the initial staffing of the RMCs, whichever is later.

5. *Joint Company-Union Communications*

The Company and Union will make joint presentations on Company time to impacted employees including time for Union to meet with members exclusively.

6. *Training*

a) *Company will provide training in support of energizing our employees and meeting customer needs through job enrichment, rotational assignments, vacation relief, etc.*

b) *No employee will be negatively impacted by Company's failure to provide training.*

7. *Vacation Allowance*

The parties also agreed that the Company will honor the vacation schedules of employees reporting to RMCs when it is operationally feasible.

8. *Performance Standards*

It is the intent of the parties to jointly agree to performance standards for RMC clerical classifications.

9. *Typist Classifications*

The Company will verify that Typist classifications are appropriately designated prior to any Title 19 activity.

10. *Contract Extension*

In conjunction with this agreement, the parties will extend the term of the Clerical Agreement two years through December 31, 2010. The general wage increase (GWI) negotiated for Physical Bargaining Unit employees in 2009 and 2010 will also apply to the Clerical Bargaining Unit. The contract extension is subject to ratification by the Clerical Bargaining Unit and this letter agreement will not go into effect until the ratification vote is completed. However, the parties have agreed to move ahead with the staffing of between seven and ten clerical positions at the Concord RMC as discussed in this Letter Agreement.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

*By: _____
s/Stephen A. Rayburn
Stephen A. Rayburn
Director and Chief Negotiator*

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

*LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO*

_____ April 25 _____, 2006

*By: _____
s/Perry Zimmerman
Perry Zimmerman
Business Manager*



LETTER AGREEMENT NO. 07-10-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
(707) 452-2700

STEPHEN RAYBURN
DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL
BUSINESS MANAGER

February 12, 2007

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Dalzell:

[Some language deleted as it is no longer applicable]

The Company proposes to add the Parts Clerk, Partsman, and Lead Partsman classifications to the list of classifications covered under Letter Agreement 06-19. Currently, some classifications supporting Fleet (Field Clerks and Shop Clerks) are covered under Letter Agreement 06-19. Under the terms of the letter agreement, Field Clerks, Shop Clerks, and Operating Clerks may perform clerical support of either Title 200 or Title 300 employees. Additionally, as Field Clerk and Shop Clerk positions are vacated, they may be filled as Operating Clerks.

By adding Parts Clerk, Partsman, and Lead Partsman to the list, these employees will be treated as the other Fleet classifications described above. These classifications may provide support of either Title 200 or Title 300 employees, and as vacated, may be filled as Operating Clerks. Company agrees to include employees in these classifications with those in Letter Agreement 06-19, in the voluntary layoff process provided for in this letter agreement.

Given that certain Physical classifications assigned to Fleet may be filled with Operating Clerical positions when vacated, those Operating Clerical positions assigned to Fleet will be included in the 35:1 ratio provided for in Letter Agreement 96-107.

This proposal has been discussed with Assistant Business Managers Ken Ball and Dorothy Fortier.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: _____s/Stephen A. Rayburn

*Stephen A. Rayburn
Director and Chief Negotiator*

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

*LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO*

February 13, 2007

By: s/Tom Dalzell
*Tom Dalzell
Business Manager*



**Pacific Gas and
Electric Company™**

LETTER AGREEMENT NO. 13-21-PGE

IBEW



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS AND HUMAN RESOURCES
DEPARTMENT
MAIL CODE N2Z
P.O. BOX 770000
SAN FRANCISCO, CALIFORNIA 94177
(415) 973-4310

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
(707) 452-2700

STEPHEN RAYBURN
DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL
BUSINESS MANAGER

April 2, 2013

*Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696*

Dear Mr. Dalzell:

The Company and Union have met to discuss the need to establish a bilingual premium at Company Call Centers.

Bilingual Program

1. *The Company will establish a bilingual premium of 50 cents per hour (not 401k or pension eligible) for Call Center positions that require proficiency in a second language. The premium will begin once the employee has qualified and entered the program. Eligible classifications for this bilingual premium include Service Representative I (50356342 - 2602), Service Representative I Typist (50372524 - 2605), Service Representative (50010448 - 2660), Service Representative Typist (50010453 - 2666), Senior Service Representative I (50010445 - 2650) and Senior Service Representative Typist I (50010480 - 2811).*
2. *While the intent at this time is to offer the premium to employees for use of Spanish language skills, the Union and Company agree to discuss extending the same premium for other languages.*
3. *This program is voluntary and will be accepted based on seniority within that call center group. Passing an assessment of bilingual speaking skills will be required prior to an employee being eligible for a bilingual premium. The Company will determine if volunteers have the necessary language skills to receive such calls. Follow-up assessments may be required if deemed necessary by management. Current contractual provisions around shift scheduling will apply subject to the bilingual premium proviso, the shifts determined will be specific to the bilingual scheduling (separate bid codes) and will not relate with current shift schedules that are in place. When overtime is needed specifically for employees who are participating in the bilingual program, per Section 12.3, overtime will be equalized among those employees who are participating in this program. Employees receiving the bilingual premium will still be eligible for general overtime, subject to the following: 1) they will not receive the bilingual premium while taking calls outside of the bilingual team; and 2) the overtime hours received for the bilingual premium will also be counted for equalizing general overtime within the department, classification and headquarters as provided under Section 12.3.*
4. *The number of bilingual opportunities by classification and location(s) selected will be established by call center management. An employee who successfully passes the test in subsequent*

assessments, even though they may be senior to an existing employee currently in the program, may not bump or displace that employee. They must wait for the next identified opportunity as determined by management. When opportunities are available, management will accept bids into the program based on seniority within the headquarters assuming the assessment has been successfully passed.

5. A 30 day notice to management will be given in the event an employee chooses not to participate once the employee has elected participation in the program. In the event an existing designated bilingual employee decides to withdraw from participation, and does so, the premium will be discontinued.
6. In the event the number of bilingual opportunities once established is reduced or eliminated the Company will give a minimum of a 30 day notice to impacted employee(s) and it will be based on reverse seniority. Once removed from the program the premium will stop. Employees who have not been selected and are not participating in this program are not eligible for the bilingual premium.
7. It is the expectation that once a determination for a bilingual call is made, that call will be transferred to an employee within the bilingual program. Additionally, employees within this program will be required to take English calls.
8. This program is not precedent setting, nor will it be used in any other area of the company that may be similar in nature. This program may be discontinued by either the Company or Union with 90 days' written notice.
9. While this Letter Agreement only addresses establishing a bilingual premium at Company Call Centers, the parties agree to discuss whether customer demand for bilingual language skills justifies offering a bilingual premium at some of the Company's local offices for the classifications listed above.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: s/Stephen A. Rayburn
Stephen A. Rayburn
Director and Chief Negotiator

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

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

April 2, 2013

By: s/Tom Dalzell
Tom Dalzell
Business Manager



REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
MAIL CODE N2Z
P.O. BOX 770000
SAN FRANCISCO, CA 94177
(650) 598-7567

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 94696
(707) 452-2700

DOUG VEADER, CHAIRMAN
 DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

F.E. (ED) DWYER Jr, SECRETARY

Pre-Review Committee Number 21052 Customer Care – Contact Center Operations – Various Locations

*Chris Diamond
Company Member
Local Investigating Committee*

*Arlene Edwards
Union Member
Local Investigating Committee*

Subject of the Grievance

This case concerns the application of the Exhibit A - Clerical Hiring Rate Guidelines to the Service Representative I classification.

Facts of the Case

Effective January 1, 2011, the parties agreed through General Negotiations to the establishment of a new beginner's level classification: Service Representative I. The wage rate schedule for the classification consists of four steps: Start, 18 months, 3-year, and 54 months. Employees hired into this classification were placed at the starting wage step.

The Clerical Hiring Rate Guidelines of Exhibit A provide for the hiring of employees with "directly related clerical job experience" at other than the starting wage rate for certain entry level classifications. When the Service Representative I classification was negotiated, the parties agreed that the Hiring Guidelines were applicable.

At the time this grievance was filed, the Contact Center management was defining "directly related clerical job experience" as having held the Customer Services Representative classification at PG&E within the previous 12 months, and with at least 18 months of PG&E Contact Center work experience. Only individuals who met these criteria would be placed at the 18 month wage step.

Discussion

The Committee agrees that the definition which was being used at the time of this grievance did not comply with the Hiring Guidelines. Limiting credit to PG&E Contact Center experience within the past 12 months is more restrictive than the agreed to language in Exhibit A. The Guidelines were never intended to limit prior experience to only prior PG&E experience. Also, the Guidelines specify that credit will not be given for jobs held prior to a five year break, and do not limit credit for work within the past 12 months.

While Exhibit A does provide some guidance, it does not clearly define what constitutes "directly related clerical job experience". The intent of the language is to provide higher initial wage placement for individuals who bring directly related experience and knowledge which allows them to perform at a more experienced (and higher paid)

level of work. Once in the classification, further progressive wage increases would be based accumulated time as provided for in Section 13.7.

During the processing of this grievance, the Call Center management revised its criteria of directly related clerical experience to include: "Customer service work in a call center environment where the nature of the work and complexity of the billing, systems, and rules is comparable to that at a PG&E Contact Center. Such work experience would need to include identifying and resolving customer inquiries on all phases of customer service (i.e.: service billing and credit)".

The Committee agrees that the revised application complies with the Hiring Guidelines and the intent as described above. The Committee noted that the last sentence comes directly from the Company/Union negotiated Benchmark Duty Statement 5066. Employees who are hired into the Service Representative I classification with 18 months or more of verifiable work experience as defined above should be placed at the 18 month rate step.

As guidance in the application of the Exhibit A Hiring Rate Guidelines, the Committee discussed examples of job experience which would or would not be considered as directly related. The Committee did not include examples of job experiences which are specifically excluded from consideration under the guidelines (e.g. non-clerical, retail sales, and banking). The examples assume at least 18 months of the verifiable work experience, which did not precede a five-year break in employment, and are not intended to be all inclusive

- AT&T Call Center Customer Service Representative responsible for answering customer requests or inquiries concerning services, products, billing, and usage. Explaining customer's bill and recommending rate plans based on customer's usage, and establishing payment arrangements within established guidelines.
- Comcast Call Center Customer Service Representative responsible for answering customer requests or inquiries concerning services, products, billing, and usage. Explaining customer's bill and recommending rate plans based on customer's usage, and establishing payment arrangements within established guidelines.

The above examples are considered as directly related as the nature and extent of the work and complexity of the billing, systems, and rules are comparable to that at a PG&E Contact Center.

- AAA Customer Services Representative responsible for answering customer questions regarding member services, such as maps and discounts, and dispatching tow trucks.
- Comcast Customer Account Executive responsible for promoting, recommending, and selling products and services based on customers' needs and interests,

The above examples are not considered as directly related as the nature and extent of the work and/or complexity of the billing, systems, and rules are not comparable to that at a PG&E Contact Center.

Decision

This grievance is closed based on the above discussion and understanding. Any disputes as to 'related job experience' are remanded to the Local Investigating Committee for resolution. The Pre-Review Committee retains jurisdiction over any disputed adjustments.

s/ Doug Veader 11/24/13
Doug Veader, Chairman Date
Review Committee

s/ F.E. (Ed) Dwyer, Jr. 11/24/13
F.E. (Ed) Dwyer Jr, Secretary Date
Review Committee

EXHIBIT B
TUITION REFUND PROGRAM



**LETTER AGREEMENT
NO. 17-02-PGE**



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
375 N. WIGET LANE
SUITE 130
WALNUT CREEK, CA 94598
925.974.4461
ROBERT JOGA
SR. DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
(707) 452-2700
TOM DALZELL
BUSINESS MANAGER

February 3, 2017

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95696

Dear Mr. Dalzell:

Company proposes to cancel and supersede Letter of Agreement 16-06 to remove an incorrect reference to Accrediting Commission for Schools. The remaining provisions of Letter Agreement 16-06 remain in place as noted below.

Letter Agreement 16-06 amended the Educational Assistance Program in Exhibit I of the Physical Agreement and Exhibit B of the Clerical Agreement as attached, effective January 1, 2016. The amendment included the following changes:

- Change the title in the Exhibits from Educational Assistance to Tuition Refund Program to be consistent with Company's program name.
- Update the list of acceptable institutions in accordance with the current Tuition Refund Program Standard.
- Revise due date of tuition refund application to "before the course start date" from 10 days prior.
- Revise "will" to "may elect" for payment in advance for an Official Tuition Voucher.
- Revise the timelines for requesting program approval and submitting grades.

This Letter of Agreement and its attachments (Exhibit I and Exhibit B) cancel and supersede Letters of Agreement 16-06 and 13-36 and their attachments. Administration of the Tuition Refund Program for IBEW-represented employees will continue to be in accordance with the Company's Tuition Refund Program Standard. In the event there are conflicts between the Standard and the letter of agreement, the letter of agreement prevails.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

The Union is in agreement.

By: s/Robert Joga
Robert Joga
Senior Director and Chief Negotiator

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-
CIO

February 16, 2017

By: s/Tom Dalzell
Tom Dalzell
Business Manager

EXHIBIT B

TUITION REFUND PROGRAM

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

Eligibility

- A. Any regular full-time employee on the active payroll of the Company, except employees in an apprentice classification covered by the provisions of the Master Apprenticeship Agreement, is eligible to participate in the plan. Employees on Long Term Disability may be eligible for reimbursement as determined on a case-by-case basis. Qualified employees may apply for payment in advance to the school.
- B. Courses must be accredited by one of the following:
- Western Association of Schools and Colleges, or one of its regional counterparts (Amended 1/1/16)*
 - Distance Education and Training Council; or, (Amended 1/1/16)*
 - Schools selected by the Company.

Approved courses are those that add to your effectiveness in your job. Courses that contribute to your overall development may also be approved.

- C. Proof of successful completion of an approved course with a grade of "C" (or equivalent) or better in each course is required in order to qualify for a tuition refund.
- D. Employees eligible for State or Federal Veteran's Assistance will be reimbursed the difference between the Veteran's reimbursement percent and PG&E's.
- E. Attendance at these courses shall not interfere with the regular working hours of the employee.

Procedure

- An employee who desires to receive tuition refund must submit a completed Tuition Refund application to his/her supervisor for approval, prior to enrollment in a course of study. The completed Tuition Refund application must contain details of the course for which payment in advance will be sought, and if the employee is qualified for financial assistance through a Federal or State Veteran's Education Assistance, an outline of those program benefits must be attached.
- Employees should submit *a tuition refund application by or before the course start date to be eligible for program participation. (Amended 1/1/16)*
- Upon review and approval of the Tuition Refund Application, employees *may elect to* receive payment in advance by an Official Tuition Voucher in the amount of tuition and fees and a Textbook Reimbursement - Form within the established employee reimbursement limit as direct payment to the institution for tuition and covered fees. *(Amended 1/1/16)*
- The employee must provide proof of successful completion of an approved course with a grade of "C" (or equivalent) or better, in each course, and copies of receipts indicating moneys paid for textbooks, within 90 calendar days to the Plan Office. *(Amended 1/1/16)*
- If an employee has received payment in advance and does not successfully complete the course within one year from the term ending date or does not provide passing grades or proof of satisfactory completion within 120 calendar days of the end of the course, he/she is responsible for repayment to PG&E of the tuition and fees advanced. This requirement will be waived in the

event the employee is unable to complete an approved course due to Company initiated transfer or excessive mandatory overtime.

Payment In Advance

Payment in advance for approved courses of study will be provided up to the annual maximum of \$5,250 for registration fees, tuition, required textbooks, laboratory fees, and other charges made by the institution such as program fees, department based college academic fees, academic fees, and technology fees required for on-line education. Costs of material and equipment purchased separately by the employee are not covered.

- A. Payment in advance will be made only for courses in which regular employee enrolled after completion of six months or more of continuous service. Employees who voluntarily terminate employment with PG&E or are discharged for cause must repay PG&E for any tuition and fees advanced.
- B. There is an annual limit of \$5,250 per employee per calendar year. Requests for payment in excess of this limit will be considered only if:
 - 1. The course or courses are of a special nature, and
 - 2. Such course or courses are not available elsewhere, and
 - 3. It is unlikely that such course or courses will be repeated in the foreseeable future.

EXHIBIT C
(Deleted 1-1-00)

EXHIBIT D

**LETTER AGREEMENT 87-165-PGE
PRODUCTIVITY ENHANCEMENT COMMITTEES**

August 17, 1987

Pacific Gas and Electric Company
245 Market Street
San Francisco, CA 94106

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

Gentlemen:

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

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

- 1. Company and Union may agree locally to the specific conditions of each experiment including the criteria to be used to judge the productivity and the quality of the work, except that changes in the conditions of any

Labor Agreement requires an agreement between the Manager of Industrial Relations and the appropriate Union Business Manager(s).

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

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

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

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

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

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

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

Very truly yours,

LOCAL UNION 1245, IBEW

By /s/ Jack McNally
Business Manager

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

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ I. Wayland Bonbright
Manager of Industrial Relations

1 September, 1987

EXHIBIT F
PACIFIC GAS & ELECTRIC COMPANY
STANDARD WAGE RATES - FIVE-DAY/FORTY-HOUR WORKWEEK BASIS
Effective January 1, 2017 through December 31, 2019
CLERICAL AND OFFICE CLASSIFICATIONS - WEEKLY
REPRESENTED BY LOCAL UNION NO. 1245 OF
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO
SECOND EDITION APRIL 2017

SAP JOB CODE	PAY SCALE CODE	CLASSIFICATION	PROGRESSION	1/1/2017	1/1/2018	1/1/2019
50010441	2641	Senior Service Representative II	Start	\$ 42.23	\$43.60	\$ 45.02
50010467	2723	Senior Operating Clerk II	End 6 Mo	\$ 43.42	\$44.83	\$ 46.29
50010442	2642	Senior Accounting Clerk II	End 1 Yr	\$ 44.36	\$45.80	\$ 47.29
50070817	2765	Senior Service Representative-Typist II				
50010443	2646	Senior Operating Clerk-Typist II				
50070818	2767	Senior Accounting Clerk-Typist II				
50073091	2801	Senior Operating Clerk I-II				
50073094	2802	Senior Operating Clerk Typist I-II				
50010445	2650	Senior Service Representative I	Start	\$ 40.24	\$41.55	\$ 42.90
50010477	2789	Senior Operating Clerk I	End 6 Mo	\$ 40.93	\$42.26	\$ 43.63
50010476	2788	Senior Accounting Clerk I	End 1 Yr	\$ 41.61	\$42.96	\$ 44.36
50010480	2811	Senior Service Representative-Typist I	End 18 Mo	\$ 42.23	\$43.60	\$ 45.02
50010447	2655	Senior Operating Clerk-Typist I				
50070821	2813	Senior. Accounting Clerk-Typist I				
50010448	2660	Service Representative	Start	\$ 30.38	\$31.37	\$ 32.39
50010449	2661	Accounting Clerk	End 6 Mo	\$ 32.17	\$33.22	\$ 34.30
50010450	2662	Operating Clerk	End 1 Yr	\$ 33.93	\$35.03	\$ 36.17
50010451	2663	Service Representative-Steno (PIO)	End 18 Mo	\$ 34.91	\$36.04	\$ 37.21
50010452	2664	Operating Clerk - Steno (PIO)	End 2 Yr	\$ 35.91	\$37.08	\$ 38.29
50010453	2666	Service Representative-Typist	End 30 Mo	\$ 36.90	\$38.10	\$ 39.34
50010454	2667	Operating Clerk-Typist	End 3 Yr	\$ 37.90	\$39.13	\$ 40.40
50010485	2873	Accounting Clerk-Typist	End 42 Mo	\$ 38.88	\$40.14	\$ 41.44
50010466	2703	E&P Operating Clerk (PIO)	End 4 Yr	\$ 40.24	\$41.55	\$ 42.90
50356342	2602	Service Representative I	Start	\$ 20.83	\$21.51	\$ 22.21
50372524	2605	Service Representative I Typist	End 18 Mo	\$ 26.03	\$26.88	\$ 27.75
			End 3 Yr	\$ 31.23	\$32.24	\$ 33.29
			End 54 Mo	\$ 40.24	\$41.55	\$ 42.90
50356343	2604	Service Representative II		\$ 40.24	\$41.55	\$ 42.90

SAP JOB CODE	PAY SCALE CODE	CLASSIFICATION	PROGRESSION	1/1/2017	1/1/2018	1/1/2019
50372601	2606	Service Representative II - Typist				
50010461	2683	Utility Clerk-Typist - Customer Services, Marketing	Start	\$ 17.77	\$18.35	\$ 18.95
50010462	2684	Utility Clerk-Typist - Operating	End 6 Mo	\$ 19.03	\$19.65	\$ 20.29
50010463	2685	Utility Clerk-Typist - Accounting	End 1 Yr	\$ 20.44	\$21.10	\$ 21.79
50010464	2689	Utility Machine Operator	End 18 Mo	\$ 22.54	\$23.27	\$ 24.03
			End 2 Yr	\$ 24.62	\$25.42	\$ 26.25
			End 30 Mo	\$ 26.70	\$27.57	\$ 28.47
			End 3 Yr	\$ 27.68	\$28.58	\$ 29.51
			End 42 Mo	\$ 28.58	\$29.51	\$ 30.47
			End 4 Yr	\$ 30.38	\$31.37	\$ 32.39

Hiring rates for the above classifications are based on experience and limited to wage progressions Start through End 30 Mo.

The above rates apply to employees hired 10-1-88 and after.

50010457	2675	Utility Clerk - Customer Services, Marketing	Start	\$ 17.77	\$18.35	\$ 18.95
50010458	2676	Utility Clerk - Operating	End 6 Mo	\$ 19.03	\$19.65	\$ 20.29
50010459	2677	Utility Clerk - Accounting	End 1 Yr	\$ 20.44	\$21.10	\$ 21.79
50010461	2683	Utility Clerk-Typist - Customer Services, Marketing	End 18 Mo	\$ 22.54	\$23.27	\$ 24.03
		Utility Clerk-Typist	End 2 Yr	\$ 24.62	\$25.42	\$ 26.25
50010462	2684	Utility Clerk-Typist - Operating	End 30 Mo	\$ 26.70	\$27.57	\$ 28.47
50010463	2685	Utility Clerk-Typist - Accounting	End 3 Yr	\$ 27.68	\$28.58	\$ 29.51
50010464	2689	Utility Machine Operator	End 42 Mo	\$ 28.58	\$29.51	\$ 30.47
			End 4 Yr	\$ 30.38	\$31.37	\$ 32.39

Hiring rates for the above classifications are based on experience and limited to wage progressions Start through End 30 Mo.

The above rates apply to employees hired 1-1-83 through 9-30-88.

50010488	2880	Clerk D - Customer Services, Marketing	Start	\$ 24.86	\$25.67	\$ 26.50
50010489	2881	Clerk D - Operating	End 6 Mo	\$ 25.76	\$26.60	\$ 27.46
50010490	2882	Clerk D - Controller	End 1 Yr	\$ 26.70	\$27.57	\$ 28.47
			End 18 Mo	\$ 27.68	\$28.58	\$ 29.51
			End 2 Yr	\$ 28.58	\$29.51	\$ 30.47
			End 30 Mo	\$ 30.38	\$31.37	\$ 32.39
			End 3 Yr	\$ 32.17	\$33.22	\$ 34.30
			End 42 Mo	\$ 33.93	\$35.03	\$ 36.17

SAP JOB CODE	PAY SCALE CODE	CLASSIFICATION	PROGRESSION	1/1/2017	1/1/2018	1/1/2019
The above rates apply to employees hired 1-1-76 through 1-31-80.						
50010469	2760	Credit Representative	Start	\$ 37.25	\$38.46	\$ 39.71
			End 6 Mo	\$ 39.94	\$41.24	\$ 42.58
			End 1 Yr	\$ 41.09	\$42.43	\$ 43.81
50010473	2773	Mail Clerk Driver (General Office, Building Department)	Start	\$ 35.93	\$37.10	\$ 38.31
			End 6 Mo	\$ 36.98	\$38.18	\$ 39.42
50010479	2807	Data Entry Operator (Hired 10-1-88 and after)	Start	\$ 20.44	\$21.10	\$ 21.79
			End 6 Mo	\$ 22.54	\$23.27	\$ 24.03
			End 1 Yr	\$ 24.62	\$25.42	\$ 26.25
			End 18 Mo	\$ 26.70	\$27.57	\$ 28.47
			End 2 Yr	\$ 27.68	\$28.58	\$ 29.51
			End 30 Mo	\$ 28.58	\$29.51	\$ 30.47
			End 3 Yr	\$ 30.38	\$31.37	\$ 32.39
			End 42 Mo	\$ 32.17	\$33.22	\$ 34.30
			End 4 Yr	\$ 33.93	\$35.03	\$ 36.17
			End 54 Mo	\$ 34.91	\$36.04	\$ 37.21
			End 5 Yr	\$ 35.91	\$37.08	\$ 38.29
			End 66 Mo	\$ 36.90	\$38.10	\$ 39.34
			End 6 Yr	\$ 37.90	\$39.13	\$ 40.40
			End 78 Mo	\$ 38.88	\$40.14	\$ 41.44
Hiring rate for Data Entry Operator based on experience and limited to wage progression Start through End 2 Yr.						
50010487	2879	Sr Computer Operator	Start	\$ 43.42	\$44.83	\$ 46.29
			End 6 Mo	\$ 44.34	\$45.78	\$ 47.27
50072931	2779	Computer Operator I-A (Incumbents Only)		\$ 44.72	\$46.17	\$ 47.67

SAP JOB CODE	PAY SCALE CODE	CLASSIFICATION	PROGRESSION	1/1/2017	1/1/2018	1/1/2019
		Applies to Incumbent Computer Console Operators who were at the 540.75 wage rate on 6-30-82. (See Letter Agreement 82-80-PGE)				
50010486	2878	Computer Operator I	Start	\$ 38.88	\$40.14	\$ 41.44
			End 6 Mo	\$ 39.76	\$41.05	\$ 42.38
			End 1 Yr	\$ 40.66	\$41.98	\$ 43.34
			End 18 Mo	\$ 41.61	\$42.96	\$ 44.36
			End 2 Yr	\$ 42.49	\$43.87	\$ 45.30
		End 2-Yr wage progression considered as top rate for bidding purposes.				
		Hiring rate for Computer Operator III based on experience and limited to wage progression Start through End 2 Yr.				
		Computer Operator III at End 3-Yr wage progression will automatically progress to next higher classification after six months at top rate of classification and successful completion of appropriate training course.				
		End 30-Mo wage progression considered top rate of pay for Computer Operator III.				
50070815	2731	Word Processing Operator - Customer Services, Marketing (Hired 10-1-88 and after)	Start	\$ 20.44	\$21.10	\$ 21.79
			End 6 Mo	\$ 22.54	\$23.27	\$ 24.03
			End 1 Yr	\$ 24.62	\$25.42	\$ 26.25
50072830	2732	Word Processing Operator - Operating (Hired 10-1-88 and after)	End 18 Mo	\$ 26.70	\$27.57	\$ 28.47
			End 2 Yr	\$ 27.68	\$28.58	\$ 29.51
			End 30 Mo	\$ 28.58	\$29.51	\$ 30.47
			End 3 Yr	\$ 30.38	\$31.37	\$ 32.39
			End 42 Mo	\$ 32.17	\$33.22	\$ 34.30
			End 4 Yr	\$ 33.93	\$35.03	\$ 36.17
			End 54 Mo	\$ 34.91	\$36.04	\$ 37.21
		Hiring Rate for Word Processing Operator based on experience and limited to wage progression Start through End 2 Yr.				
50010772	4906	Reprographics Job Coordinator	Start	\$ 40.24	\$41.55	\$ 42.90
			End 6 Mo	\$ 41.06	\$42.39	\$ 43.77
			End 1 Yr	\$ 41.87	\$43.23	\$ 44.63
			End 18 Mo	\$ 42.56	\$43.94	\$ 45.37
			End 2 Yr	\$ 43.42	\$44.83	\$ 46.29

SAP JOB CODE	PAY SCALE CODE	CLASSIFICATION	PROGRESSION	1/1/2017	1/1/2018	1/1/2019
50011257	7003	Senior Reprographics Operator	Start	\$ 38.51	\$39.76	\$ 41.05
			End 6 Mo	\$ 39.23	\$40.50	\$ 41.82
			End 1 Yr	\$ 40.36	\$41.67	\$ 43.02
			End 18 Mo	\$ 41.32	\$42.66	\$ 44.05
			End 2 Yr	\$ 42.49	\$43.87	\$ 45.30
50011258	7004	Reprographics Operator A	Start	\$ 34.16	\$35.27	\$ 36.42
			End 6 Mo	\$ 35.65	\$36.81	\$ 38.01
			End 1 Yr	\$ 36.31	\$37.49	\$ 38.71
			End 18 Mo	\$ 37.03	\$38.23	\$ 39.47
			End 2 Yr	\$ 37.74	\$38.97	\$ 40.24
			End 30 Mo	\$ 38.51	\$39.76	\$ 41.05
			End 3 Yr	\$ 39.23	\$40.50	\$ 41.82
50011259	7005	Reprographics Operator B (Hired 10-1-88 and after)	Start	\$ 23.75	\$24.52	\$ 25.32
			End 6 Mo	\$ 26.25	\$27.10	\$ 27.98
			End 1 Yr	\$ 28.77	\$29.71	\$ 30.68
			End 18 Mo	\$ 31.25	\$32.27	\$ 33.32
			End 2 Yr	\$ 31.83	\$32.86	\$ 33.93
			End 30 Mo	\$ 32.41	\$33.46	\$ 34.55
			End 3 Yr	\$ 32.97	\$34.04	\$ 35.15
			End 42 Mo	\$ 33.58	\$34.67	\$ 35.80
			End 4 Yr	\$ 34.16	\$35.27	\$ 36.42

EXHIBIT G

Classifications of employees located at 77 Beale Street, San Francisco, which may come under the provisions of Section 10.6.

Mail Clerk Driver

- Clerks - Mail Room
- Clerks - Meter Sheet Rewrite and Closed Account
- Clerks - Cash Stub Section
- Clerks - Tape Librarian

EXHIBIT H

San Francisco Division Grievance No. D.Gr/C 2-74-17 P-RC 141

Utilization of Intermittent Employees

MR. C. A. MILLER, Chairman
San Francisco Division
Joint Grievance Committee

April 29, 1975

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned to the Division for settlement in accordance with the following:

After a thorough review of the record and subsequent data submitted to the Review Committee, the Pre-Review Committee agrees that the paramount issue in the grievance is one of whether the Division prohibited the grievants from obtaining regular status as provided for in Section 17.7 of the Clerical Labor Agreement. Inasmuch as this has been a long standing problem in several Divisions, the negotiating parties in the 1974 contract negotiations recognized this problem and agreed that in cases where it was determined that the employees were being utilized as intermittent employees and working a regular schedule, the affected employees would be entitled to regular status even though they were laid off for more than an accumulated total of 30 days in any given six-month period of time. Turning to the case at hand, the record is clear that the grievants were utilized on a regular basis and intermittently laid off for the purpose of denying them regular status. Therefore, the Pre-Review Committee agrees that the grievants are entitled to regular status providing they are still on the active payroll.

As to when the grievants became eligible to receive benefits as regular intermittent employees, the Pre-Review Committee agrees that in view of the grievance being held until the December 1974 Joint Grievance Committee meeting and then subsequently referred to the Review Committee, the grievants are entitled to adjustments, if any, effective January 1, 1975.

When a settlement is reached by the Joint Grievance Committee, the Review Committee should be sent a copy of the final disposition.

/s/ L. V. BROWN, Chairman
Review Committee

/s/ L. N. FOSS, Secretary
Review Committee

EXHIBIT I
ADDENDUM TO
TITLE 19. DEMOTION AND LAYOFF PROCEDURE

See Section 19.15

JOB SECURITY

During the course of 1990 General Negotiations, the parties spent a great deal of time addressing the issue of job security with particular emphasis on the ability of Company to place non-bargaining unit employees into the bargaining unit. Company agreed that Letter Agreement 88-104 would remain in effect which limits Company's ability to place non-bargaining unit personnel into the bargaining unit. Further, in the application of Titles 206 and 306 of the Physical Agreement and Title 19 of the Clerical Agreement, Company agrees that should such placements occur, bargaining unit employees in the department and headquarters will not be impacted by demotion, displacement or layoff for the next three years subsequent to the placement of the non-bargaining unit employee into the bargaining unit, unless such employee leaves that headquarters for any reason. Employees at the headquarters in that department during the three year period will not be impacted by demotion, displacement, or layoff, unless such demotion, displacement, or layoff is unrelated to the placement of the non-bargaining unit employee into the bargaining unit, in which event the original non-bargaining unit employee will be affected first if the number of employees in that department and headquarters is being reduced.

- Example 1. A Supervisor or exempt employee is returned to Service Representative position in Antioch. The Supervisor must be placed in a vacancy as such placement cannot result in a displacement, demotion or layoff.
- Example 2. Eight months after the Supervisor's return to the bargaining unit another Service Representative bids out of the Antioch headquarters. The headquarters may elect to not fill the vacancy and reduce through attrition.
- Example 3. Thirteen months after the Supervisor's return to the bargaining unit, the Concord Customer Services Department effects a displacement for lack of work and a Service Representative has 19.4 rights into Antioch. Since Antioch is not reducing in the Customer Services Department, the affected Service Representative in Antioch would be the one with the least seniority, which may or may not be the former non-bargaining unit employee (NBU).
- Example 4. Fifteen months after the NBU's return to the bargaining unit, Antioch decides to downsize the Customer Services Department by reducing the number of Service Representatives by one. Since a reduction is taking place, the NBU is the first to be demoted, displaced, or laid off.
- Example 5. At any time the NBU leaves the Antioch Customer Services Department and headquarters for any reason (bid, transfer, displacement), the headquarters and department has returned to status quo and may be reduced through demotion, displacement or layoff.

EXHIBIT J
LETTER AGREEMENT NO. R1-91-99-PGE

November 1, 1991

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, CA 94546

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This cancels and supersedes our letter dated July 23, 1991 to reflect changes proposed in Union's letter of October 25, 1991. Pursuant to Sections 205.19 and 18.17 of the Physical and Clerical Agreements, Company proposes the following procedures for the application of the hardship transfer provisions of the Physical and Clerical Agreements (i.e., Sections 205.17 and 18.15). The purpose of these Sections was to allow the Company, through agreement with the Union, to fill a job vacancy by appointing an employee who requests the position for reasons of urgent necessity. Urgent necessity includes impairment of the employee's health or that of a member of the employee's family or the lack of educational facilities for the employee's children in the location in which he/she is currently employed.

Following are the procedures to be utilized:

1. An interested employee must write to the Labor Relations of his/her division (or General Office department), explaining the circumstances and request a transfer pursuant to the provisions of Section 205.17 (physical) or Section 18.15 (clerical), whichever is applicable.
2. The Labor Relations Department must then undertake a preliminary investigation to determine whether or not a bona fide reason exists to apply the appropriate section. For situations involving impairment of an employee's health or that of a member of the family, medical documentation is required.
3. If the Labor Relations Department believes that the matter should be pursued, they then contact the IBEW Business Representative assigned to that area and both will make a thorough investigation to determine whether a hardship exists. If they agree a hardship exists, then they must then prepare a list of all locations in the Company that could alleviate the problem.
4. This list must be forwarded to the Labor Relations Representative and Business Representative of each division (and/or General Office department) where such a location is identified. Each of these locations must also agree, in writing, that hardship transfer consideration should be afforded the employee. To avoid conflicting responses to an employee, all of the divisions solicited for hardship consideration should communicate with each other.
5. The first vacancy in any of the listed locations to any classification to which the employee is qualified to fill that does not have a higher wage schedule than the employee's current classification must be offered to the employee. If the employee declines such offer without a substantial reason or the Company does not make such an offer, the entire matter shall be dropped at this point, and the 205.17/18.5 request is invalidated.
6. If the individual accepts the offered position, a written agreement must then be prepared and signed by both the host and receiving Labor Relations Representatives and IBEW Business Representatives. A copy of such agreement should be forwarded to the Manager of Industrial Relations and the IBEW Business Manager, as well as all of the other locations earlier identified.

While the Labor Relations Representative and IBEW Business Representative must send a hardship request to each suitable location, employees must also submit bids and transfers to each of these locations. The bids and transfers must be to every classification that would qualify in alleviating the hardship. If an employee declines a bona fide bid or transfer job offer, without a substantial reason, or if they refuse to submit bids and transfers to appropriate positions in all of the locations identified, his/her hardship would also be invalidated.

Many hardship requests are location specific. This appears to be an attempt by some employees to relocate using the hardship provisions rather than the normal bid and transfer procedure. Those location specific requests must be viewed very carefully to ensure that the location(s) requested is/are the only location(s) that would alleviate the employee's hardship. Often there are many locations that would accommodate the employee's particular situation. All of those locations must be included for consideration.

Often times employees send hardship requests directly to the Labor Relations Department(s) in the location(s) where they wish to be considered. Those requests must be returned to the employee's Labor Relations Department for consideration and processing.

This agreement may be cancelled by either party upon 30 days written notice to the other of such cancellation.

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

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ R.L. Bailey
Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO

Feb 3, 1992

By /s/ Jack McNally
Business Manager

EXHIBIT K SEVERANCE

A. Application

Employees laid off pursuant of Section 19.7 of the Clerical Agreement will receive the Severance Package as defined below.

Clerical Employees with less than one year of service will not be eligible for the severance program.

B. Formula

- a) Four weeks pay (base classification) plus two weeks' pay for each year of service.
- b) A lump sum payment of \$5,000 to partially offset COBRA and life insurance conversion coverage. The employee has no obligation to use it for COBRA conversion or continued life insurance coverage.
- c) Payment is dependent on the signing of the agreed to Severance Agreement and Release.

- d) Employees who are rehired, pursuant to Section 19.16 of the Clerical Agreement, within 12 months of lay-off and are subsequently laid off for lack of work within 12 months of being rehired will receive a prorated severance. The prorated severance amount will be equal to the difference between the severance amount(s) the employee previously received and the severance amount calculated using the employee's current years of service. (Amended 1-1-00)

ATTACHMENT 1

SEVERANCE AGREEMENT AND RELEASE (Amended 1-1-11)

This Severance Agreement and Release is made and entered into between Mr./Ms. _____ and the Pacific Gas and Electric Company (PG&E). Mr./Ms. _____ and PG&E (collectively referred to as "the parties"), in their wish to compromise, resolve, settle, and terminate any dispute or claim between them with respect to Mr./Ms. _____ employment with PG&E and severance therefrom, have agreed as follows:

1. Severance Payment: Effective close of business on, _____ Mr./Ms. _____ shall be laid off from PG&E employment.

On _____, or seven calendar days following the execution of this Severance Agreement and Release, whichever is later, PG&E shall pay to Mr./Ms. _____ the amount of _____, less applicable deductions. Mr./Ms. _____ shall be responsible for paying any taxes on the amount paid to him/her pursuant to this Severance Agreement and Release. If Mr./Ms. _____ is rehired within 30 calendar days of layoff, then PG&E's obligation to pay is null and void. The parties agree that the payment provided in this paragraph is in addition to, and does not affect, any payment and benefit to which Mr./Ms. _____ may be otherwise entitled under PG&E's compensation and other benefit programs.

2. No Pending Claims. Mr./Ms. _____ represents that he/she does not have any pending claim, charge or action in or with any federal, state or local court or any administrative agency relating to his/her employment against PG&E, its officers, attorneys, agents, employees, subsidiaries, parent company, assigns, affiliated companies and successors. If Mr./Ms. _____ does have pending claims described in the preceding sentence, Mr./Ms. _____ agrees that such claims are covered by the release aspect of this Severance Agreement and Release and that he/she shall take all necessary action to seek dismissal with prejudice of each claim, within two business days after the effective date of this Severance Agreement and Release.
3. Release. In consideration for the payment which PG&E shall provide Mr./Ms. _____ under this Severance Agreement and Release, Mr./Ms. _____ on behalf of his/herself, his/her heirs, estate, executors, administrators, successors, and assigns, releases and agrees to hold harmless PG&E, its officers, attorneys, agents, employees, subsidiaries, parent company, assigns, affiliated companies, and successors, from all actions, causes of action, claims, disputes, judgments, obligations, damages, liabilities of whatsoever kind and character, relating to Mr./Ms. _____ employment with PG&E, including his/her employment severance and any action which led to the severance. Specifically, Mr./Ms. _____ understands and agrees that the actions, causes of action, claims, disputes, judgments, obligations, damages, and liabilities covered by the preceding sentence include, but are not limited to, those arising under any federal, state, or local law, regulation, or order relating to civil rights (including but not limited to employment discrimination on the basis of race, color, religion, age, sex, national origin, ancestry, physical or mental handicap or disability, medical condition, veteran status, marital status, pregnancy, and sexual orientation), wage and hour, labor, contract, or tort.

Mr./Ms. _____ understands and agrees that the Severance Agreement and Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Such section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known to his/her must have materially affected his/her settlement with the debtor.

Mr./Ms. _____ agrees not to initiate, participate or aid, in any way, in any lawsuit or proceeding upon any claim released by him/her under this Severance Agreement and Release. The preceding sentence, however, shall not prohibit Mr./Ms. _____ from participating in any judicial or administrative proceeding that relates to the subject matter of, or any claim covered by, this Severance Agreement and Release, if he/she is compelled to do so by a properly-issued subpoena or valid court order. PG&E also acknowledges that Mr./Ms. _____ may be legally required to appear and testify at a deposition, court hearing or trial, or otherwise respond to a subpoena. In the event of any such subpoena, court order, or request, Mr./Ms. _____ shall notify PG&E's Human Resources Department as soon as possible.

4. Return of PG&E Property. Mr./Ms. _____ represents and agrees that prior to signing this Severance Agreement and Release, he/she returned to PG&E all originals and copies of all files, memoranda, records, software, credit cards, identification cards, keys, and any other property of PG&E or its affiliates which he/she had in his/her possession, custody or control. Mr./Ms. _____ further agrees that his/her violation of this paragraph shall constitute a material breach of this Severance Agreement and Release.
5. Non Disclosure. Mr./Ms. _____ agrees not to use, disclose, publicize, or circulate any secret, confidential or proprietary information concerning PG&E, its subsidiaries, parent company, or affiliates, which has come to his/her attention during his/her employment with PG&E, unless his/her doing so is consistent with any rights he/she may have under any applicable whistleblower laws, is authorized in writing by PG&E or is required by law, including subpoena. Before making any legally-required disclosure, Mr./Ms. _____ shall give PG&E as much advance notice as possible. Mr./Ms. _____ further agrees that his/her violation of this paragraph shall constitute a material breach of this Severance Agreement and Release.
6. Anti-Disparagement. Mr./Ms. _____ agrees not to make, issue, endorse, publicize, or circulate to any person or entity statements or remarks that can reasonably be construed as disparaging toward PG&E, including its officers, directors, attorneys, agents, employees, assigns, parent company, subsidiaries, affiliated companies and successors, or any aspect of its operations. Mr./Ms. _____ also agrees that, if called upon to do so, he/she will cooperate with, and provide reasonable assistance to, PG&E to protect and further its lawful interests in all judicial, administrative, investigative, and legislative proceedings involving PG&E or any aspect of its operations. The parties agree that this paragraph does not affect Mr./Ms. _____'s legitimate exercise of his/her rights under applicable whistleblower laws or his/her obligation to comply with all validly-issued court or administrative orders, including subpoenas. Mr./Ms. _____ further agrees that his/her violation of this paragraph shall constitute a material breach of this Severance Agreement and Release.
7. Breach. Mr./Ms. _____ agrees that, if he/she engages in a material breach of this Severance Agreement and Release, PG&E shall not be required to make any unmade payment due under this Severance Agreement and Release, and he/she shall repay to PG&E the payment he/she received under this Severance Agreement and Release within seven (7) calendar days upon written demand by PG&E. The parties agree that this paragraph shall not apply to the lawful exercise of any right Mr./Ms. _____ may have under the Age Discrimination in Employment Act and that such matters shall be governed by the provisions of said act.
8. Misconduct. Mr./Ms. _____ understands that if he/she engages, or has engaged, in misconduct that would warrant his/her termination of employment under PG&E's employee conduct standards and the collective bargaining agreement's just cause standard, he/she shall forfeit his/her right to sign this Severance Agreement and Release.
9. Arbitration. Any dispute regarding any aspect of this Severance Agreement and Release, including its validity, interpretation, or any action which would constitute a violation of this Severance Agreement and

Release (hereinafter referred to as an "arbitrable dispute") shall be resolved by an experienced arbitrator, selected by the parties in accordance with the rules of the American Arbitration Association. The fees of the arbitrator and the cost associated with producing a transcript of the proceedings shall be paid in equal shares by Mr./Ms. _____ and PG&E. The parties agree that arbitration shall be the exclusive remedy for resolving arbitrable disputes and that the decision of the arbitrator shall be final and binding. The judgment rendered by the arbitrator may be entered in any court having competent jurisdiction. The prevailing party in any such arbitration shall be entitled to costs and reasonable attorneys' fees. In addition, any party who attempts to pursue an arbitrable dispute in any forum other than arbitration shall be liable for costs and attorneys' fees incurred by the other party in seeking to compel arbitration. The parties agree that this paragraph shall not apply to the lawful exercise of any right Mr./Ms. _____ may have under the Age Discrimination in Employment Act and that such matters shall be governed by the provisions of said Act.

10. Repayment. Mr./Ms. _____ agrees that, if he/she initiates an administrative, judicial, arbitral, or other similar proceeding, to bring a claim released by this Severance Agreement and Release or to challenge the validity of this Severance Agreement and Release, PG&E shall not be required to make any unpaid payment due under this Severance Agreement and Release and he/she shall repay to PG&E the payment he/she received under this Severance Agreement and Release concurrent with his/her initiation of the proceeding. Mr./Ms. _____'s failure to make the prescribed repayment shall be a basis for rejecting his/her claim and/or his/her attempt to challenge the validity of this Severance Agreement and Release. Mr./Ms. _____ also agrees that, if the claim he/she brought or his/her attempt to challenge the validity of this Severance Agreement and Release is rejected, he/she shall pay to PG&E any loss, cost, damage, or expense, including, without limitation, reasonable attorney fees PG&E incurred in the proceeding, within seven (7) calendar days from the final decision rejecting his/her claim or attempt. Further, notwithstanding the foregoing, if Mr./Ms. _____ obtains against PG&E a monetary judgment or settlement for a claim released under this Severance Agreement and Release, the payment he/she received under this Severance Agreement and Release shall be deducted from any such monetary judgment or settlement. The parties agree that this paragraph shall not apply to the lawful exercise of any right Mr./Ms. _____ may have under the Age Discrimination in Employment Act and that such matters shall be governed by the provisions of said Act.
11. No Admission of Liability. This Severance Agreement and Release shall not be considered an admission of liability or a violation of any applicable contract, law, rule, regulation, guideline, or order of any kind.
12. Older Workers Benefit Protection Act (Age 40 or over). Mr./Ms. _____ agrees that all claims he/she may have arising under the Age Discrimination in Employment Act before he/she signs this Severance Agreement and Release are covered by paragraph 3 of this Severance Agreement and Release and that his/her waiver of those age discrimination claims is an integral part of the release aspect of this Severance Agreement and Release. Therefore, consistent with the Older Workers Benefit Protection Act, Mr./Ms. _____ states that he/she was given this Severance Agreement and Release on _____, and understands that he/she has 45 calendar days from _____ until _____, to consider the Severance Agreement and Release. Further, Mr./Ms. _____ understands that, if he/she signs this Severance Agreement and Release, he/she may revoke it within seven (7) calendar days of the agreement's execution. To revoke this Severance Agreement and Release, Mr./Ms. _____ must submit to the local Human Resources Department, a signed statement to that effect by close of business of the seventh (7th) day. Mr./Ms. _____ understands and agrees that this Severance Agreement and Release will not take effect until the expiration of the seven-day revocation period. Further, Mr./Ms. _____ may elect to consider the severance package for fewer than 45 days, at his/her own option, but is under no obligation to shorten the period. If Mr./Ms. _____ elects to consider the severance package for fewer than 45 days at his/her option and executes this Severance Agreement and Release before the 45-day consideration period has expired, said employee may receive the severance payment before the 45-day consideration period, but only after the seven-day revocation period has expired. In no event, however, shall Mr./Ms. _____ receive the payment until he/she has completed his/her consideration period, which may be less than 45 days at his/her option, as well as the seven-day revocation period.

13. Entire Agreement. This Severance Agreement and Release sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Severance Agreement and Release. This Severance Agreement and Release, however, shall not affect any right either party has or may have against the other regarding Workers' Compensation claims and Supplemental Benefit payments made for those claims. The parties agree that this Severance Agreement and Release may not be modified or canceled in any manner except by a writing signed by Mr./Ms. _____ and an authorized PG&E official. If any provision of this release is found to be unenforceable, all other provisions will remain fully enforceable.
14. Consultation with Counsel. Mr./Ms. _____ states that he/she has read this Severance Agreement and Release in its entirety, that he/she has been given the necessary time to consider its contents, that he/she fully understands its terms, that he/she has been advised that he/she should consult legal counsel of his/her choosing, that the only promises made to him/her to sign are those stated herein, and that he/she is signing this Severance Agreement and Release voluntarily.

PLEASE READ CAREFULLY. THIS SEVERANCE AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

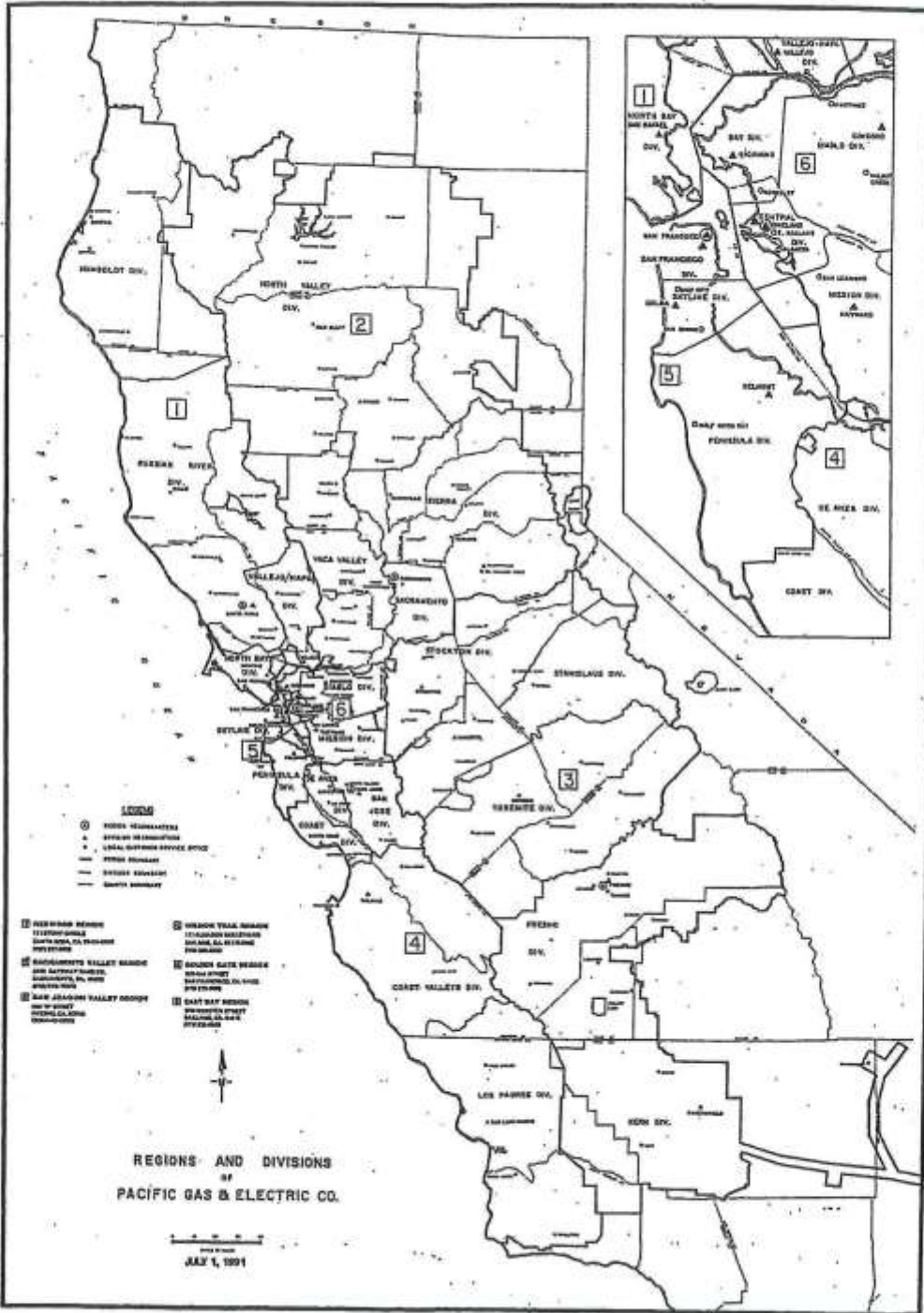
PACIFIC GAS AND ELECTRIC COMPANY

First Name Last Name (Pernr)

DATE

DATE

SUPPLEMENT to SECTION 1.7



LABOR AGREEMENT INTERPRETATION

SUBJECT: Comparable Substitute for Usual and Average Meals (Meals at Home)

TITLE 16 - MEALS - Clerical Agreement

Section 104.1 of the Physical Agreement and Section 16.1 of the Clerical Agreement state that the provisions of the Meal Titles shall be interpreted and applied in a practical manner which shall conform to the intention of the parties in negotiating with respect to meals; namely, that a comparable substitute shall be provided when employees are prevented from observing their usual and average meal practices or are prevented from eating a meal at approximately the usual time therefor.

In the Company's Guidelines with respect to the application of Title 104 originally issued in October 1965 and amended in October 1966 and July 1968, the following statement is made with respect to the definition of a comparable substitute:

"The meal provided...should but may not be quite the same as the meal would be at the same time if eaten at home. Dependent upon the circumstances present at the time, and where practical or possible, a comparable substitute to the missed meal should be furnished.

"It may be necessary to provide meals at times of the day or night when the employee would not observe a customary meal time.... The meal provided, again dependent upon the circumstances of that situation, should be such as to adequately compensate for the need for food resulting from working beyond or before customary meal time.

"There have been no maximum cost limits for meals agreed upon because the cost of meals may vary due to such factors as the time of day, location, conditions and other circumstances. However, the requirement of reasonableness in the selection of a 'comparable substitute' for the meal missed should be followed."

The following guidelines, but not necessarily in the order listed, should be kept in mind by both employees and supervisors in determining whether or not a meal purchased as a comparable substitute is or is not reasonable.

1. The cost of meals at the average restaurant available in the general area, but excluding such luxury items as filet mignon or combination steak and seafood dinners. The foregoing is not intended to mean menu averaging.
2. The availability of restaurants which can provide a comparable substitute within a reasonable distance of the job site or between the job site and the headquarters.
3. The breakfast, luncheon or dinner menu where comparable substitutes are available, but excluding extra a la carte items. The foregoing does not preclude ordering a la carte when that is all that is available nor does it preclude a la carte desserts with dinner meals.
4. The weather or other extreme working conditions to which the employees have been subjected.
5. The amount by which the time limits in the Agreement and the Guidelines have been exceeded, with some consideration as to whether or not sandwiches and a hot beverage have been supplied on the job. Except for lunch, the foregoing does not imply that sandwiches and a hot beverage are to be considered as a comparable substitute nor is it intended to mean that employees are to be worked routinely nor excessively beyond the aforementioned time limits.

For Union: /s/ L. L. Mitchell
Its Business Manager
June 26, 1974

For Company: /s/ I. W. Bonbright
Its Manager of Industrial Relations
June 13, 1974

SUPPLEMENT TO TITLE 18 BIDDING UNITS (1)
(Amended 8-15-17)

BIDDING UNIT ONE

AREA ONE

Berkeley
El Cerrito

Pinole
Richmond

Rodeo

AREA TWO

Alameda
Emeryville

Oakport
Oakland

AREA THREE

Antioch
Brentwood
Concord

Lafayette
Martinez
Moraga

Orinda
Pittsburg
Walnut Creek
Los Medanos

AREA FOUR

Fremont
Hayward
Livermore
Gas Meter Repair - Fremont

Newark
Pleasanton
San Leandro
Electric Meter Shop - Fremont

San Ramon
Sunol
Union City

BIDDING UNIT TWO

AREA FIVE

Belmont
Burlingame

Half Moon Bay
Redwood City

San Mateo

AREA SIX

General Office Clerical
Garage and Materials

San Francisco

AREA SEVEN

Brisbane
Colma

Daly City
Pacifica

San Bruno
South San Francisco

BIDDING UNIT THREE

AREA EIGHT

Ignacio
Mill Valley
Novato

Olema
Point Reyes
San Rafael

Sausalito

AREA NINE

Cloverdale
Geyserville
Guerneville

Healdsburg
Petaluma
Rohnert Park

Santa Rosa
Sebastopol
Sonoma

AREA TEN

Boonville
Clearlake
Covelo
Fort Bragg

Lakeport
Mendocino
Middletown
Point Arena

Potter Valley
Ukiah
Willits

AREA ELEVEN

Benicia
Calistoga

Napa
St. Helena

Vallejo

BIDDING UNIT FOUR

AREA TWELVE

Arcata
Bridgeville
Eureka

Ferndale
Fortuna
Garberville

Humboldt Bay Power Plant
Weott
Willow Creek

BIDDING UNIT FIVE

AREA THIRTEEN

Brighton
Cameron Park

Folsom
Placerville

Sacramento

AREA FOURTEEN

Cordelia
Davis
Dixon

Fairfield
Rio Vista
Vacaville

West Sacramento
Winters
Woodland
Rancho Cordova

BIDDING UNIT SIX

AREA FIFTEEN

Big Bend Village
Big Springs
Bucks Lake
Caribou
Centerville
Chico

Greenville
Hamilton City
Lake Almanor
Magalia
Nelson
Orland

Paradise
Prattville
Quincy
Rodgers Flat
Storrie
Willows

BIDDING UNIT SEVEN

AREA SIXTEEN

Arbuckle
Colusa
Dobbins
East Nicolaus
Gridley

Lincoln
Marysville
Meridan
Oroville
Smartville

Table Mountain
Wheatland
Williams
Yuba City

BIDDING UNIT EIGHT

AREA SEVENTEEN

Anderson
Burney
Cassel
Central Valley
Corning
Cottonwood
Fall River Mills

Forest Glen
Hat Creek
Hayfork
Junction City
Manton
Montgomery Creek
Paynes Creek

Red Bluff
Redding
Round Mountain
Trinity Center
Weaverville
Whitmore
Wildwood

BIDDING UNIT NINE

AREA EIGHTEEN

Alta
Auburn
Colfax
Downieville

Dutch Flat
Emigrant Gap
Fresh Pond
Rocklin

Grass Valley
Nevada City
Roseville
Loomis

BIDDING UNIT TEN

AREA NINETEEN

Groveland
Jamestown
Long Barn
Modesto

Newman
Oakdale
Patterson
Pinecrest

Sonora
Tuolumne
Turlock
Twain Hart

AREA TWENTY

Angels Camp
Arnold
Bellota
Hathaway Pines

Jackson
Lodi
Manteca
Martell

San Andreas
Stockton
Tracy
Victor

BIDDING UNIT ELEVEN

AREA TWENTY-ONE

Capitola

Santa Cruz

Watsonville

AREA TWENTY-TWO

Cupertino
Los Gatos

Mountain View
Sunnyvale

AREA TWENTY-THREE

Coyote
Gilroy
Morgan Hill

Milpitas
San Jose
San Martin

Santa Clara

BIDDING UNIT TWELVE

AREA TWENTY-FOUR

Auberry
Avenal
Caruthers
Clovis
Coalinga
Corcoran

Dinuba
Five Points
Fresno
Huron
Kerman
Lemoore

Piedra
Reedley
Riverdale
Sanger
Selma
Springville

AREA TWENTY-FIVE

Arvin
Bakersfield
Boron
Buttonwillow

Ridgecrest
Rosedale
Taft
Tehachapi

Trona
Wasco

AREA TWENTY-SIX

Chowchilla
Dos Palos
Firebaugh

Los Banos
Madera
Mariposa

Merced
North Fork
Oakhurst

BIDDING UNIT THIRTEEN

AREA TWENTY-SEVEN

Carmel
Hollister
King City

Monterey
Moss Landing
Pacific Grove

Salinas
Soledad

AREA TWENTY-EIGHT

Arroyo Grande
Atascadero
Diablo Canyon Power Plant
Lompoc

Paso Robles
San Luis Obispo
Santa Maria
Santa Ynez

Solvang

BIDDING UNIT FOURTEEN

MATERIALS DISTRIBUTION

BIDDING UNIT FIFTEEN

HYDRO GENERATION

BIDDING UNIT SIXTEEN

(Deleted 9-9-14)

BIDDING UNIT SEVENTEEN

(Deleted 1-1-94)

BIDDING UNIT EIGHTEEN

(Deleted 1-1-11)

BIDDING UNIT NINETEEN

(Deleted 1-1-11)

SUPPLEMENT TO TITLE 19 DEMOTION UNITS (1)
(Amended 8-15-17)

DEMOTION UNIT ONE (SEE SPECIAL DEMOTION UNIT NOTE 1)

AREA ONE

Berkeley
El Cerrito

Pinole
Richmond

Rodeo

AREA TWO

Alameda
Emeryville

Oakport
Oakland

AREA THREE

Antioch
Brentwood
Concord

Lafayette
Martinez
Moraga

Orinda
Pittsburg
Walnut Creek

AREA FOUR

Fremont
Gas Meter Repair - Fremont
Hayward
Livermore

Newark
Pleasanton
San Leandro
Electric Meter Shop - Fremont

San Ramon
Sunol
Union City

DEMOTION UNIT TWO (SEE SPECIAL DEMOTION UNIT NOTES 1 AND 2)

AREA FIVE

Belmont
Burlingame

Half Moon Bay
Redwood City

San Mateo
San Carlos

AREA SIX

G. O. Garage & Materials -
Clerical

San Francisco

AREA SEVEN

Brisbane
Colma

Daly City
Pacifica

San Bruno
South San Francisco

DEMOTION UNIT THREE (SEE SPECIAL DEMOTION UNIT NOTE 1)

AREA EIGHT

Ignacio
Mill Valley
Novato

Olema
Point Reyes
San Rafael

Sausalito

AREA NINE

Cloverdale
Geyserville
Guerneville

Healdsburg
Petaluma
Rohnert Park

Santa Rosa
Sebastopol
Sonoma

AREA TEN

Boonville
Clearlake Covelo
Fort Bragg

Lakeport
Mendocino
Middletown

Point Arena
Potter Valley
Ukiah
Willits

AREA ELEVEN

Benicia
Calistoga

Napa
St. Helena

Vallejo

AREA TWELVE

Arcata
Bridgeville
Eureka

Ferndale
Fortuna
Garberville

Humboldt
Weott
Willow Creek

DEMOTION UNIT FOUR (SEE SPECIAL DEMOTION UNIT NOTE 1)

AREA THIRTEEN

Brighton
Cameron Park

Folsom
Placerville

Sacramento

AREA FOURTEEN

Cordelia
Davis
Dixon

Fairfield
Rio Vista
Vacaville

West Sacramento
Winters
Woodland

AREA FIFTEEN

Big Bend Village
Big Springs
Bucks Lake
Caribou
Centerville
Chico

Greenville
Hamilton City
Lake Almanor
Magalia
Nelson
Orland

Paradise
Prattville
Quincy
Rodgers Flat
Storrie
Willows

AREA SIXTEEN

Arbuckle
Colusa
Dobbins
East Nicolaus
Gridley

Lincoln
Marsyville
Meridian
Oroville
Smartville

Table Mountain
Wheatland
Williams
Yuba City

AREA SEVENTEEN

Anderson
Burney
Cassel
Central Valley
Cloverdale
Corning
Cottonwood
Fall River Mills

Forest Glen
Hat Creek
Hayfork
Junction City
Manton
Montgomery Creek
Paynes Creek
Red Bluff

Redding
Round Mountain
Trinity Center
Weaverville
Whitmore
Wildwood

AREA EIGHTEEN

Alta
Auburn
Colfax
Downieville

Dutch Flat
Emigrant Gap
Fresh Pond

Grass Valley
Nevada City
Roseville

DEMOTION UNIT FIVE (SEE SPECIAL DEMOTION UNIT NOTE 1)

AREA NINETEEN

Groveland
Jamestown
Long Barn
Modesto

Newman
Oakdale
Patterson
Pinecrest

Sonora
Tuolumne
Turlock
Twain Hart

AREA TWENTY

Angels Camp
Arnold
Bellota
Hathaway Pines

Jackson
Lodi
Manteca
Martell

San Andreas
Stockton
Tracy
Victor

AREA TWENTY-ONE

Auberry
Avenal
Caruthers
Clovis
Coalinga
Corcoran
Dinuba

Five Points
Fresno
Helms
Huron
Kerman
Kettleman
Lemoore

Piedra
Reedley
Riverdale
Sanger
Selma
Springville

AREA TWENTY-TWO

Arvin
Bakersfield
Boron
Buttonwillow

Ridgecrest
Rosedale
Taft
Tehachapi

Trona
Wasco

AREA TWENTY-THREE

Chowchilla
Dos Palos
Fairbaugh

Los Banos
Madera
Mariposa

Merced
North Fork
Oakhurst

DEMOTION UNIT SIX (SEE SPEICAL DEMOTION UNIT NOTE 1)

AREA TWENTY-FOUR

Capitola

Santa Cruz

Watsonville

AREA TWENTY-FIVE

Cupertino
Los Gatos

Mountain View
Sunnyvale

AREA TWENTY-SIX

Cinnabar
Coyote
Edenvale

Gilroy
Milpitas
San Jose

San Martin
Santa Clara

AREA TWENTY-SEVEN

Carmel
Hollister
King City

Monterey
Pacific Grove
Salinas

Soledad

AREA TWENTY-EIGHT

Arroyo Grande
Atascadero
Buellton
Lompoc

Paso Robles
Pismo Beach
San Luis Obispo
Santa Maria

Santa Ynez
Solvang
Templeton

DEMOTION UNIT SEVEN (See LA92-149)

HYDRO GENERATION

AREA TWENTY-NINE

Northern Area

Burney
Camp 1
Caribou
Chico

DeSabra
Hamilton Branch
Kilare
Pit 3

Manton
Pit 5
Rock Creek

AREA THIRTY

Central Area

Alta
Angels Camp
Camp 5

Drum
Salt Springs
Spring Gap

Tiger Creek
Wise

AREA THIRTY-ONE

Southern Area

Auberry

Balch

Helms
Kern Canyon

Tule River

DEMOTION UNIT EIGHT

(Deleted 9-9-14)

DEMOTION UNIT NINE

MATERIALS DISTRUBTION

Emeryville, Fremont only

DEMOTION UNIT TEN

(Deleted 1-1-94)

DEMOTION UNIT ELEVEN

(Deleted 1-1-11)

DEMOTION UNIT TWELVE

STEAM GENERATION
NUCLEAR POWER GENERATION

AREA THIRTY-TWO

(Deleted 8-15-17)

AREA THIRTY-THREE

(Deleted 8-15-17)

AREA THIRTY-FOUR

(Deleted 8-15-17)

AREA THIRTY-FIVE

Morro Bay, Moss Landing, Diablo Canyon in Demotion Areas 27 and 28.

AREA THIRTY-SIX

(Deleted 8-15-17)

SPECIAL DEMOTION UNIT NOTES:

1) The Demotion Unit will be the geographical area listed in 1 through 6 above, unless a work group or department is specifically designated as a separate demotion unit, such as Hydro Generation.

2) General Office, Garage and Materials employees have 19.4, 19.5 and 19.6 demotion rights in Demotion Unit 2.