

4-3-80

202.5(b)

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iii. were laid off for lack of work. Employees who were laid off due to lack of work and who are still on layoff at the time retroactive payments are made will have their checks mailed to their last address of record with the Company. Retroactive checks which are returned by the postal service as undeliverable, for one reason or another, will be cancelled and Company will have no further obligation with respect to retroactive payments to such former employees.

The retroactive payments will be made on or before July 3, 1980.

- b. The new weekly wage rates for December 1979 and as recomputed on January 1, 1980, where necessary, and on January 1, 1981 and 1982 will be computed by adding 9.5 percent or 3 percent, as appropriate at the time, to the weekly wage rates in effect on the day preceding the application of the general increase and rounding the result to the next higher five cents.
- c. Retroactivity for the month of December 1979 will be calculated by taking 9.5 percent of each employee's actual earnings for that month. The usual required deductions will be made, not including retroactive adjustment of Group Life Insurance premiums or Union dues.
- d. For classifications to which classification wage adjustments apply, the classification wage adjustment will be added to the employee's rate on January 1, 1980, and the 9.5 percent general increase will be applied as above. The same procedure will be followed with respect to those General Construction wage adjustments which apply for 1981 and 1982.
- e. Except as specifically provided elsewhere in the settlement, the amended Working Conditions Agreement Sections will become applicable on the date on which the Agreement is ratified by the Union's membership. The provisions of Titles 110 of the Physical Agreement and 11 of the Clerical Agreement relative to shift and Sunday premiums will, however, be retroactively applied. The Agreement with respect to Titles 205 and 18 - Job Bidding and Promotion, provides for their effective date to be the first of June 1980.

202.5(b)

7. Steam Generation Department Maintenance Hours and Days

During the bargaining leading to the adoption of Subsection 202.5(b), both Company and Union agreed that certain factors have occurred, some of which were outside of Company's control, which have created the need to provide Company's Steam Generation Department with Maintenance employees coverage on Saturdays and Sundays. Some of these factors are: The current shortage of generating capacity due to the difficulty in siting new plants; the excessive amounts of overtime currently being required of many Steam Generating Maintenance employees; the employees' strong preference not to work hours other than 8:00 - 4:30; and the difficulty in hiring and retaining qualified journeymen in the various Maintenance departments. Company and Union

recognize that implementing new work schedules, as provided in Subsection 202.5(b), prior to such time as the total Maintenance manpower available has been substantially increased will merely move the overtime days around and will not solve the immediate problem. Therefore, Company agrees that it will not implement the provisions of Subsection 202.5(b) until the following commitments have been met:

- a. All presently available employees in next lower classifications to apprentice classifications in the various Steam Maintenance departments who have not successfully completed the ACT test shall, with the employees' concurrence, be given the opportunity to take the ACT test. Upon completion of such testing, all such employees who have passed the test and agree thereto, shall be reclassified to apprentice in the appropriate line of progression. Employees in a classification listed as next lower to more than one apprentice classification (Apprentice Welder, Apprentice Rigger and Apprentice Machinist) shall be reclassified to apprentice positions based on their choice and their seniority, and in proportion to the Company's needs with respect to these classifications. It is understood that the great majority of placements will be in the Apprentice Machinist classification. This Subparagraph shall not apply to any employee who has already held an apprentice classification more than once.
- b. The total sum of the Authorized Positions (classifications) as summarized in Appendix L, dated June 30, 1979, and of Recommended Manpower Adjustments in Appendix F as corrected have been filled to 90%.

The Company and the Union agreed that once the conditions of Subparagraphs a and b above are met that back-to-back 10-on and 4-off schedules may be initiated. Such schedules shall provide for a workweek with two of the four days off being Saturday and Sunday, as provided in the "202 Hours Clarification." An employee on the 10 and 4 schedule will be considered as unavailable for overtime, unless he volunteers, every other four-day-off period. An employee who volunteers for overtime may be bypassed for overtime on assignments on two consecutive days of each four non-workday period. An employee bypassed as provided above will have no claim to pay for time not worked due to such bypass. In the event that Company requires an employee on such schedule to work on any combination of non-workdays which deprives the employee of two consecutive non-workdays off in a 21-day period, it shall give him two consecutive days off with pay prior to his next scheduled non-workdays. The number of employees in the Steam Generation Department Maintenance workforce in any plant who may be so assigned will be limited to 40% of such workforce, and 40% of any classification, rounded to the next higher full man. The establishment of 10 and 4 work schedules will be limited to Pittsburg and Moss Landing Power Plants in calendar year 1980. Assignments to the 10 and 4 schedule will be made from among those who volunteer in order of their service, and if "non-voluntary" assignments are necessary they will be made in inverse order of service in the appropriate classifications. For the purposes of filling the 10 and 4 work schedules these employees classified as non-traveling will be considered on the same

basis as employees in traveling classifications. Employees who are now classified as non-traveling will not be reclassified as a result of this agreement. Any employee on the 10 and 4 work schedule, described herein, will have a separate vacation signup schedule, and will not have to compete with those employees working the 5 and 2 schedule. The Company and the Union also recognize that the problems outlined above are closely related to the general concept of traveling crews. Therefore, the parties agreed that assignments to schedules other than Monday through Friday would be limited to non-traveling classifications, and further to review the two major issues involved: that of the number of maintenance employees designated as "traveling;" and the distribution of such traveling assignments.

8. Shift Work Study

As stated during negotiations, Company intends to conduct a thorough study of shift-work in all its aspects during calendar year 1980. It is our understanding that the Union will take an active part in this study and will share in all data collected during this study. The Company intends to obtain outside professional help in conducting this study. Subsection 202.16(b)-Physical provides authority, by agreement, for the parties to make whatever changes relative to existing shift work appear advantageous and desirable upon completion of this study.

12. Proposed Subsection 112.8(b) (7.8(b))

The Company's withdrawal of the previously agreed-to provisions for the addition of Subsection 112.8(b) (7.8(b)) to the January 1, 1980 Agreements is conditioned on the following understanding: The Company will continue to administer a program to reduce job absenteeism. The Company's action in any individual case will be subject to the grievance and management's rights provisions of the Labor Agreements, past and future grievance decisions, letters of understanding, and Labor Agreement Interpretations.

13. School Expense Accounts

During the bargaining the parties agreed to develop jointly a simplified expense account form to be used by employees attending Company training schools.

14. Bidding Procedure

With respect to the application of Subsection 205.4(h) (18.4(h)), the Company will develop a computer procedure to notify employees who have submitted prebids eligible for consideration under the provisions of Subsections 205.7(a) and 205.8(a) (18.8(a)) of opportunities created by establishing a new classification at an existing headquarters and any jobs at a new headquarters on a systemwide basis, as appropriate.

15. Personal Appearance

It was agreed during the bargaining that the Company has a firm rule which provides that customer-contact employees' facial hair shall be neatly trimmed.