



# utility reporter

MARCH, 1974  
OAKLAND, CALIFORNIA  
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Official Publication of I.B.E.W.  
Local Union 1245, AFL-CIO,  
P.O. Box 4790,  
Walnut Creek, Ca. 94596



## UNION TO BALLOT ON P.G.& E. OFFER

This issue of the UTILITY REPORTER is designed to present the Pacific Gas & Electric Company's offer of settlement for 1974 negotiations resulting from the bargaining sessions between Local 1245 and PG& E negotiating teams which began on October 1, 1973.

The offer as made on March 7, 1974, was submitted in writing by PG& E to Local 1245 by letter of March 8, 1974, and is reprinted in its entirety, along with certain explanatory notes set forth by Local 1245's General Negotiating Committee.

Each and every member covered by the current PG& E Physical and Clerical Agreements is urged to study carefully the content of the Company's offer as printed in this issue of the paper.

Questions can be presented for discussion at explanatory meetings which are being held for that purpose where possible prior to return of the ballots. All affected members are urged to keep a copy of this issue of the UTILITY REPORTER for reference when they ballot as well as for the general information it contains, regardless of the outcome of the vote. One hundred seventy nine thousand three hundred and ten.

The offer of settlement by PG& E covers **all benefits, wages and working conditions** as a **single** offer and must be considered as a total package.

The Executive Board has instructed that the ballot be submitted with the issues covered by the **Benefit Agreement** separated from the issues covered by the wages and working conditions agreement. However, if one of the proposed settlements is not acceptable, it will mean the entire offer is rejected and resumption of negotiations will put **all** issues back on the bargaining table.

All members are being afforded an opportunity to exercise the democratic right to choose a course of action in accordance with the wishes of the majority who participate.

Every single member involved who does not exercise this right is letting some other person make the decision which he or she must abide by, even though he or she has not participated.

The ballots are scheduled to be mailed on April 2, 1974, and returned by April 17, 1974, so they can be counted immediately thereafter.

Instructions for voting will accompany the ballot and when counted, a majority of all valid votes cast will determine the outcome of the decision as it applies to the separate Physical and Clerical bargaining units.

All members are urged to follow the instructions carefully so that they do not void their ballots. It should be remembered that each void ballot will, in fact, result in doubling the value of a valid ballot cast, which may be contrary to the intent of the void ballot.

(Please note that the layout of the Company offer is broken down into three segments: PHYSICAL AGREEMENT AMENDMENTS, CLERICAL AGREEMENT AMENDMENTS and BENEFIT AGREEMENT AMENDMENTS. In order to save space we have made references in the Clerical Agreement to "like" language in the Physical Agreement.)

### YOUR *Business Manager's* COLUMN VOTE ON P.G.& E. SETTLEMENT L. L. MITCHELL

This issue of the *Utility Reporter* contains the formal offer of settlement resulting from over five months of negotiations between Local Union 1245 and the Pacific Gas and Electric Company.

Much time has been spent in difficult sessions over the bargaining table in which each party was endeavoring to get the other side to concede to a change which was being sought. Concessions on some issues were made but it should be noted that certain proposals made by the Company, as well as certain proposals made by the Union, did not end up in the settlement.

On some issues where the parties had common objectives it was difficult to reach accord, for each party had different ideas on how to handle these issues. Adjustments and compromises were made by both sides in order to effect a settlement between two parties with differing interests and goals.

Long sought objectives by the Union have been introduced in this proposed settlement, including joint activity in areas

which give greater voice to the Union in safety, apprenticeship and labor-management relations. It is hoped that each member will read the offer carefully before marking the ballot. I would urge that you consider the offer in total and not base your decision on a single issue. As noted elsewhere in this issue, a secret mail ballot will be conducted so that each member can cast a ballot based on the individual's own reasoned judgement as to the worth of the offer.

Ballots will be mailed April 2 to all Physical and Clerical members of the separate bargaining units. Should you not receive one within a reasonable period of time after that date, contact your Steward or Representative so that one can be made available to you. Deadline for receipt of returned ballots to the Post Office Box is April 17, so mail your ballot in time to allow for its delivery by that date.

I strongly urge full participation in the upcoming balloting in order that whatever the membership decision may be that it be made by the greatest number possible.

### Negotiating Committee's Statement

We, the members of Local 1245's P.G.& E. Wage and Contract and Pension & Benefit Committees, submitted proposed changes in the Benefit, Clerical and Physical contracts with P.G.& E. on October 1, 1973. P.G.& E., on this same date, also submitted proposed changes they desired in the I.B.E.W. Agreements. During the five (5) months between October 1, 1973 and March 7, 1974, our job has been to persuade the Company Representatives to accept those changes we desired and to modify their desired changes to more equitably meet the need of the employees.

Your Committees, after some forty-two (42) meetings with P.G.& E. exploring various avenues for solving each problem, have reached accord on a tentative settlement of bargaining for 1974. The settlement provides, in part, wage increases, age 62 retirement without penalty, more vacation after twenty-five (25) years, an additional holiday, limited double time for overtime, increase in G. C. expenses and an increase in shift premium.

In addition to the economic improvements, several changes in the Agreement have been made to resolve long standing disputes between the Company and Union. The Grievance Procedure amendments are designed to improve and expedite the resolution of disputes. Amendments to the Safety Title provide for Union participation in the establishment and modification of Safety rules; the Safety rules will be a part of the Agreement and enforceable by the employees through the Grievance Procedure. Long range weather forecasting and its affects on G. C. employees will now be restricted. G. C. employees will receive greater protection against bypass in promotion by a change in the G. C. promotion procedure. Disputes over meal costs should be minimized by an agreed guidelines; shift employees will receive more equitable treatment when qualified for meals. Additional G. C. employees may qualify for an A residence with the more liberal interpretation of "dependent".

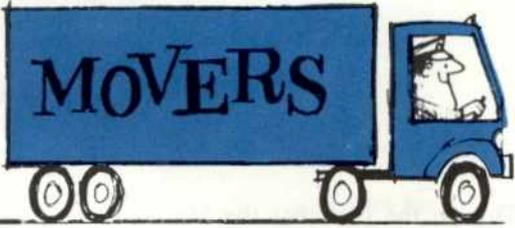
During the negotiating period the Company proposed several changes that would be detrimental to the employees' interests. After the Union committees expressed the members' objections and after exploration of the issues thereby, the Company withdrew their proposal. Three specific items by the Company to change working rules they feel interfere with the adequate and economic rendition of service to the public, were modified through negotiations to remove the major impediments to agreement over the issues. The Company felt that they had to have relief on the problem of response time of service employees, the maintaining of adequate trained manpower in certain critical classifications, and modification of the working rules related to job assignments of Gas T & D crews.

The promotion and demotion procedures were modified to recognize the rights of current and prospective employees under the Civil Rights Act of 1964. Several court settlements, on Equal Economic Opportunity Commission level, and change in Federal laws have all exposed weaknesses in the P.G.& E.-I.B.E.W. promotion and demotion procedures. The settlement recognizes the changes necessary to remove the weaknesses in the amendments to the promotion-demotion procedures.

We did not achieve all of the improvements we wanted; but then neither did the Company. We did gain improvement in most of the areas of our proposals; we

(Continued on page two)

... HAVE YOU MOVED?



MY NEW ADDRESS IS:

NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

RETURN TO:

P.O. BOX 4790, WALNUT CREEK, CALIF. 94596

# Company's Letter outlining items of agreement

Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 4790  
Walnut Creek, California 94596

March 8, 1974

Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

This letter, and its attachments, constitute Company's understanding of the settlement reached on March 6, 1974 between the Company's Negotiating Committees and the Union's Negotiating Committees for the 1973 General and Benefit Negotiations. Items of agreement not covered in the attachments are as follows:

1. Company will grant a general wage increase of 7 percent, effective upon the date of ratification and retroactive to January 1, 1974, for those employees who are still on the payroll on the date of ratification and who remain on the payroll for at least 10 days thereafter, or who retired under the provisions of Company's Retirement Plan, or who died during the retroactive period.
2. The Company and Union will, during the next six months, review the practicability of establishing a tripartite Apprenticeship Training Program in conjunction with the State Department of Industrial Relations, Division of Apprenticeship Standards, with the intent of adopting it; provided that the parties can work out the procedural details in a satisfactory manner. Further, Company will continue to study and discuss with Union apprenticeship problems as they pertain to General Construction in an attempt to find solutions, and explore the possible use of the school systems to provide academic training. Within nine months of the date of this Agreement, Company and Union will pursue the development of training programs within the Building Department, the Steam Heat Department, the Division Materials Department, and the Materials Distribution Department.
3. The time limits contained in the last sentence of Section 205.4 of the Physical Agreement and Section 18.4 of the Clerical Agreement will not start to run until the calendar year following the computerization of the bidding procedure. Pre-bids will each have an individual anniversary date and the one-year time limit will run from that anniversary date. The effective date of the changes in Titles 205 and 305 (Physical), and Title 18 (Clerical) are subject to future agreement between the parties.
4. When, and if, the California Industrial Welfare Commission issues valid wage order(s) applicable to this Company, Company and Union will negotiate with respect to its effects on the Labor Agreements and make necessary changes in its Agreements. The revised provisions of the Overtime Titles relative to "double time" shall be effective 30 calendar days following the date Union notifies Company that the Agreements have been ratified.
5. In addition to the committees which are listed in the attachments to this letter, the following committees and others which the parties may from time to

time establish will continue to discuss and endeavor to reach agreements for their respective areas of concern during the contract term:

- a. Steam Department problems, including the Geysers Power Plant, and classifications, lines of progression, and rates of pay for nuclear operators.
  - b. Electric Department Operations to establish an electric operator's training program and related items.
  - c. Wage structure to study the possibility of reducing the number of individual wage rates in Exhibit X of the Physical Agreement.
  - d. General Construction to complete the adoption of lines of progression and the realignment of the wage structure for G.C. employees assigned to the operation of equipment and to adopt additional Line Department classifications.
  - e. Title 10 to develop a clarification of the Hours Title of the Clerical Agreement.
  - f. Materials Clerical to study and recommend promotional opportunities for clerical employees at Emeryville and Decoto.
- These committees should meet as soon as practicable and proceed with their assigned tasks with dispatch.
6. The Company agrees to make rain gear available for Meter Readers before the next rainy season.
  7. Prior to printing the Labor Agreements, the Company and Union will meet to agree on minor changes in language required by such developments as new Titles, classifications, etc., since the last Agreements were printed.
  8. Effective January 1, 1975, Company will modify its Dental Plan to provide that the plan will pay 60 percent of employees' dental bills now covered by the plan and the employees will pay 40 percent. Approximately July 1, 1974, the Company and the Union will continue negotiations with respect to medical plans to be made available to Company employees. On or before September 30, 1974, the parties will enter into an agreement covering the plan, or plans, to be made available and including the specific terms of at least one plan. Such agreement may also include such other items as the parties may decide, including Company's obligations under the Dental Plan. This agreement shall have an effective date of January 1, 1975. It is understood that Company will continue to pay 75 percent of the medical plan premiums. Neither employee contributions nor Company's contributions on behalf of active employees will be used to pay for premium payments on behalf of retired employees. Effective upon the conclusion of the open period, which we understand will be the month of April, and upon ratification, the P.E. (self-funded) plan will be modified to include a \$50,000 lifetime maximum and the California Blue Shield Plan will be modified to provide coverage for:
    1. Pap smears,
    2. Change home and office two-visit deductible to \$30.00 deductible per person per calendar year,
    3. Dependent children to age 23 without student status,
    4. Routine injections, inoculations and immunizations.
 It is further understood that these improvements will be financed for calendar year 1974 from the reserve funds in the plans or held by the PSEA and attributed to the plans to the extent that such funds are available.
  9. In addition to the amendments to Title 208 - Overtime - of the Physical Agreement contained in the attachments, it was agreed to amend Section 208.16 to provide that prearranged overtime would be distributed in accordance with the principles outlined in Title 212 - Emergency Duty.
  10. It was also agreed that the appropriate sections of the three agreements will be amended to provide a current term of January 1, 1974 through December 31, 1976.

If any of the foregoing or the attachments do not conform with your understanding of our settlement agreement, please let me know immediately.

Yours very truly,

I. WAYLAND BONBRIGHT  
Manager of Industrial Relations

## Negotiating Committee's Statement

(Continued from page one)

have the ability to enter into negotiations on two Titles of the Agreement in 1976, when we can again pursue our goals. In 1977 we will again be able to go after that which we were unable to achieve now. All factors considered, we the members of your 1974 Negotiating Committees, feel this package is the best that can be achieved under the conditions that we are required to bargain. We can recommend this package to you for your acceptance as a settlement and this we do.

Howard Darrington IV  
Edwin M. Horn  
Warren Manley  
J. K. McNally  
R. L. Robuck  
Betty Thomas  
Marvin R. Coleman  
Wesley E. Dietrich  
J. L. Dietz

Larry C. Finch  
Jack B. Hill  
James McCauley  
L. L. Mitchell  
Roger Rynearson  
Stanley Stensrud  
Eduardo Vallejo  
M. A. Walters  
James Wilburn

1974 NEGOTIATING COMMITTEE MEMBERS



### the utility reporter

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## Notice

Due to the fact that the March issue of the Utility Reporter is being mailed before the March 20th deadline for notification on last month's hidden membership number, no winner or loser will be named in this issue. However, a new number for March is hidden somewhere in this issue of the Utility Reporter. Don't miss out - read your Union Paper.

**LOOK FOR YOUR CARD NUMBER**

*Please Vote*

## Existing Language

The existing language in the three agreements will appear in the same typeface as shown in this box.

## Proposed Language

All new language changes in the three agreements will appear in italics such as the typeface shown in this box.

## What It Means

Where a word of explanation seems in order, it appears in this color format.

# PHYSICAL AGREEMENT AMENDMENTS

### TITLE 1. PREAMBLE

#### Amend SECTION 1.2 to read as follows:

1.2 It is the policy of Company and Union not to discriminate against any employee because of race, creed, sex, color, age or national origin.

Add age.

### TITLE 2. RECOGNITION

#### Amend SECTION 2.1 to read as follows:

2.1 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 those employees for whom the National Labor Relations Board certified Union as such representative in Case No. 20-RC-1454, but further including clerks in the offices of electric department foremen and technical clerks in steam generation, and excluding system dispatchers, assistant system dispatchers and Rodman-Chainman.

Adds technical clerks in steam generation and deletes Rodman-Chainman pursuant to an exchange of classifications between E.S.C. and I.B.E.W..

### TITLE 3. CONTINUITY OF SERVICE

#### Amend TITLE 3 - CONTINUITY OF SERVICE to read as follows:

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

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

Any employee who must change his place of residence as provided herein shall be given a reasonable period of time in which to move in order to avoid personal hardship.

The local residence requirements allowing an employee to live beyond the above community standard in effect at a headquarters on June 30, 1974 shall remain in effect for each employee then subject to the provisions of this Section 3.5 until changed by agreement of said Business Manager of Union and Company's Manager of Industrial Relations.

Limits community to 30 minutes automotive travel time from headquarters. Maintains current practice (thus allowing employees to live beyond 30 minutes automotive travel time) unless changed by mutual agreement.

### MEMORANDUM OF UNDERSTANDING

#### Re: Arbitration Case No. 50

The undersigned agree and understand that the above subject Arbitration Case No. 50 (R. C. Case Nos. 961 and 1162) will be reinstated on the Review Committee agenda pursuant the following terms and conditions:

1. The Review Committee will endeavor to settle all issues involved in the said Arbitration Case No. 50 and issue a Decision with respect thereto within 30 days of the execution of this Memorandum of Understanding.

2. The Decision referred to in the foregoing Item 1 will resolve the question of temporary upgrades occurring after the date of execution of this Memorandum of Understanding as follows:

"An employee who is otherwise entitled to fill a Troublemaker or Serviceman vacancy, pursuant to the provisions of Subsections 205.3(a) and (b) of the Agreement, shall not be denied such temporary assignment because he does not reside within a commutable distance from the headquarters where the temporary vacancy occurs for the days when

1. the schedule of the employee he is replacing does not require that he be on-call, or

2. if on such on-call days, other employees in such classification at the headquarters have volunteered to replace him on the on-call schedule."

"Schedule adjustments resulting from changes agreed to under Item 2 above shall not result in the payment of overtime during the regular hours of work of such schedule unless required by law."

"A 'commutable distance,' for the purpose of this Decision shall mean not more than 30 minutes automotive travel time, under ordinary conditions, from the employee's home to the headquarters where he is filling the temporary vacancy."

3. In the event that a Review Committee Decision has not been issued within the time provided for above, the Board of Arbitration established, pursuant to the Submission Agreement in Arbitration Case No. 50, dated February 5, 1974, shall be reconvened at the earliest date upon which the parties and the arbitrator can agree for further proceedings pursuant to said Submission Agreement.

Returns arbitration case // 50 to the Review Committee for settlement and establishes guidelines for such settlement.

Establishes provisions regarding temporary upgrades to Troublemaker or Servicemen with respect to employees who live more than 30 minutes automotive travel time from headquarters involved.

### TITLE 8. LABOR-MANAGEMENT COOPERATION

#### Add TITLE 8 - LABOR-MANAGEMENT COOPERATION to read as follows:

##### 8.1 Labor-Management Meetings

Quarterly system joint labor-management meetings shall be regularly scheduled for the purposes of improving communication 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 third Wednesday of any calendar quarter, except that such meetings may be cancelled by mutual agreement or by failure to submit agenda items.

##### 8.2 Agenda

To enable each to select representatives knowledgeable in the matters of general system concern, agenda items will be submitted to the Company's Manager of Industrial Relations together with a list of employees attending for Union at least two weeks prior to the date of the next quarterly 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.

##### 8.3 Representation

Company's Manager of Industrial Relations and Union's Business Manager shall appoint their respective representatives to attend a quarterly 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.

New title establishing provisions to provide for quarterly meetings at the general office level to discuss problems which are not grievances but are of mutual concern to the Union and the Company.

March 8, 1974

Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 4790  
Walnut Creek, California 94596

Attention: Mr. L. L. Mitchell, Business Manager

Re: Local Joint Labor-Management Meeting

Gentlemen:

Pursuant to our discussions during negotiations this year and to further expand the opportunity for improvement of communications and relations at the Division or Department level, Company and Union agree to the following arrangement:

#### Division/Department Labor-Management Meeting

##### 1. Purpose

If the Division Manager or Department Head is informed by the Union Business Representative serving his 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 Division management or involve public affairs matters of a local nature which the Division Manager or Department Head believes could be solved or improved through joint participative discussion, the Division Manager or Department Head 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.

##### 2. 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 Division Manager to attend the meeting. Ten days prior to the date set by the Division Manager for such meeting, the Union will submit to him 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.

##### 3. Summary

Following the meeting, the Division Manager or Department Head 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.

Inasmuch as it is impossible to determine at this time whether such meeting will prove beneficial to Company, Union, and employees, it is further agreed that any Division or Department may withdraw from participation in the Local Labor-Management Committee upon Company's Manager of Industrial Relations giving notice of such intent to Union.

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  
Manager of Industrial Relations

# PHYSICAL AGREEMENT AMENDMENTS

The Union is in accord with the foregoing provisions for establishing local meetings between the Division and Department management and Union's members. Union further agrees that any Division or Department may withdraw from participating in the Committee activities upon the giving of notice as provided for above.

LOCAL UNION NO. 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
1974 By  
Business Manager

Establishes similar meetings of those established in Title 8, at the Division/ Department level. Items for discussion will include such things as Union Management relationship, political matters of joint interest to the parties, etc. . . .

## TITLE 100. APPLICATION

Amend SECTION 100.1 to read as follows:

100.1 The provisions of Part I of this Agreement shall apply to (a) operation, maintenance, and construction employees in each of Company's geographical Divisions (including clerks in the offices of electric department foremen and technical clerks in steam generation) and in its Pipe Line Operations Department, Materials Distribution, and the Communication and Building Departments of the General Office and (b) field employees of General Construction. Whenever the words "employee" and "employees" are used in this Part they shall, unless otherwise noted, be construed to refer only to employees described above in this Section for whom Union is the exclusive bargaining representative. Where the context of this Part makes it reasonable to do so, the word "Division" shall be construed to include and apply to the subdivisions enumerated hereinabove and words "Division Manager" shall be construed to include and apply to the heads of such subdivisions.

Conforms with revisions made in Title 2.

## TITLE 101. LEAVE OF ABSENCE

Amend TITLE 101 - LEAVE OF ABSENCE to read as follows (TITLE 6 Clerical to read identically):

### 101.1 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 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 work days. 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 work days or less shall also be authorized under these provisions.

### 101.2 Periods of Leave

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

### 101.3 Commence and End

A "leave" shall commence on and include the first work day on which the employee is absent without pay, and terminate with and include the work day preceding the day he returns to work. The conditions under which an employee shall be restored to employment on the termination of his "leave of absence" shall be clearly stated on the form on which application for the "leave" is made.

### 101.4 Status

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

### 101.5 Termination of Service

If an employee fails to return immediately on the expiration of his "leave of absence," or if he accepts other employment while on "leave," except as provided in Section 101.6, or if he makes application for unemployment benefits under the California Unemployment Insurance Act while on "leave," he shall thereby forfeit the "leave of absence," and terminate his Service with Company.

### 101.6 Union Leave of Absence

Subject to the provisions of Section 101.1 Company shall at request of Union grant a "leave of absence" without pay to any employee for the purpose of engaging in Union business. Such "leave" shall be for a period or periods not to exceed a total of 36 consecutive months. An employee who has returned to work for Company following an absence on "leave" for Union business in excess of six months shall not be granted another such "leave" until he has worked for a period equivalent to the time he was last continuously absent on "leave" for Union business.

### 101.7 Return From Union Leave of Absence

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

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

(b) If he accepts such assignment, the location of such job shall thereupon become his regular headquarters. If there is no vacancy to which he can be assigned or if he elects not to accept an assignment to an existing job vacancy, his placement

in the Company shall be governed by Title 206 or Title 306, whichever is applicable.

(c) If he is a Division employee and elects to displace another employee, he shall displace that employee in his former Division 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, he shall displace that employee in such Division or Department and classification who has the least Service, except that he may not displace an employee whose Service is equal to or exceeds his own. If the last mentioned displacement cannot be effected, his placement in the Company shall be governed by Title 206, and his job headquarters shall be the same as it was when his "leave of absence" was granted.

(d) If he is an employee of General Construction and he elects to displace another employee, he shall displace that employee in his classification and department of General Construction within his former promotion and demotion area who has the least Service, except that he may not displace an employee whose Service is equal to or exceeds his own. If this displacement cannot be effected, his placement in the Company shall be governed by Title 306.

### 101.8 Military Leave of Absence

An employee who leaves his employment with Company to enter the military service or other service where his reemployment rights are protected by law will be granted a "leave of absence" under the provisions of Sections 101.1 to 101.5, inclusive. Upon qualifying for reemployment under any such law, and being reemployed he will be granted a further retroactive "leave of absence" to cover the balance of his absence.

### 101.9 Funeral Leave

(a) If at all possible, a regular employee will be granted the actual time off with pay necessary to attend the funeral of a member of the immediate family, including the time the body may lie in state and the day of the funeral, but not to exceed three work days. The immediate family shall be limited to: mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, stepchild, brothers, sisters, half-brothers and half-sisters, foster parents, or a more distant relative who was a member of the employee's immediate house-hold at the time of death.

(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 (a) and (b) above.

### 101.10 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 the first shift during such a period of time at the straight rate of pay. (1) Such employees will be paid at their basic rate of pay less the established amount they are entitled to receive while serving on a jury, except that expenses and travel allowances which are not taxable and payment for jury duty on non-work days will not be included in computing the remuneration received from the court. (2) In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered as time worked and, if dismissed by the court on any work day before the end of his regular work hours, he shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work.

(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 work day following receipt of notice that they are required to report for jury duty service.

### 101.11 Witnesses

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

(a) Employees will be granted time off with pay in cases in which the Company is directly or indirectly involved or which arise out of and in the course of the employee's employment with Company. Employees will be paid at their regular rate of pay 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.

(b) Following dismissal by the court on any work day before the end of his regular work hours, he shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work.

(c) In the application of other provisions of this Agreement, such time off with pay shall be considered work time.

(d) In all other instances, an employee who has been subpoenaed as a witness will be excused from work, without pay, for the time necessary for such court appearance.

### 101.12 Adoption

Regular employees will be allowed time off with pay up to one work day necessary for court appearances in connection with child adoption procedures.

Provides for sub-titles to various sections. Utilizes Service (as defined in Title 106) rather than Company seniority and delete the provision relating to Maternity Leave (Maternity Leave is to be treated the same as any other leave). Makes minor change in Union leave of absence and provides for time off with pay for funeral leave, jury duty, to act as a witness, and for legal adoption procedures.

## TITLE 102. GRIEVANCE PROCEDURE

Amend TITLE 102 — GRIEVANCE PROCEDURE to amend Section 102.4 and to add Section 102.16 to read as follows:

102.4 A Review Committee shall be established consisting of three (3) representatives designated by Company's Manager of Industrial Relations, one of whom shall serve as Chairman of the Committee, and three (3) representatives designated by the Union's Business Manager, one of whom shall serve as Secretary of the Committee. The members of the Committee shall be authorized to make final decision

# PHYSICAL AGREEMENT AMENDMENTS

respecting the disposition of any grievance. Company will not assume payment of any expense or lost time incurred by Union members of the Review Committee.

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

102.4 is amended to provide for designation of Chairman and Secretary of the Review Committee.

102.16 was added in order to adopt a Supplemental Grievance Procedure.

Mr. L. L. Mitchell, Business Manager  
Local Union No. 1245  
I.B.E.W., AFL-CIO  
P. O. Box 4790  
Walnut Creek, California 94596

March 8, 1974

Re: Supplemental Grievance Procedure - **Physical and Clerical Employees in Bargaining Units Represented by Local Union 1245, I.B.E.W. Except for General Construction**

Dear Mr. Mitchell:

Pursuant to the discussions of the Company and Union Negotiating Committee, we propose the following revised supplemental grievance procedure for represented Division clerical and physical employees and represented employees in the Vice President and Comptroller's Organization. If a dispute over a subject listed in Section 102.6 of the Physical Labor Agreement or Section 9.5 of the Clerical Labor Agreement (hereafter collectively referred to as the Basic Labor Agreements) has not been resolved as provided for in Sections 102.7(a) and 9.6(a) of the Basic Labor Agreements, the within procedure will be used where applicable in lieu of the other provisions of Titles 102 or 9.

## I FILING

Grievances subject to the provisions of this Supplemental Agreement shall be timely filed pursuant to the provisions of Section 102.6 or 9.5 of the Basic Labor Agreements.

A grievance filed pursuant to the provisions of Sections 102.7(b) or 102.8 of the Physical Labor Agreement or Sections 9.6(b) or 9.7 of the Clerical Labor Agreement, is timely filed when submitted by a Union Business Representative or his alternate (hereafter either is referred to as Business Representative) in writing on the form adopted for such purpose to the Division or Department Personnel Manager or his alternate (hereafter either is referred to as Personnel Manager).

## II LOCAL INVESTIGATING COMMITTEE

Following the filing of a grievance, a Local Investigating Committee will be established. The Committee will be composed of the Personnel Manager, the Business Representative, the exempt Supervisor whose decision is involved in the grievance and the Shop Steward representing the department involved.

(1) The Personnel Manager and Business Representative will arrange for meetings of the Committee, at times and places convenient for the persons involved.

(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 meetings with other persons involved in the grievance. The Committee may, by mutual agreement, include the grievant(s), if any, in its discussion if it will be beneficial to the resolution of the grievance. However, the grievant(s) will not be a party to the disposition of the grievance, nor is his (their) concurrence required for the Committee to reach a settlement of the grievance.

(3)(a) Within twenty (20) calendar days following the filing of a grievance which does not concern an employee's qualifications for promotion or transfer, or his demotion, suspension, discipline or discharge, the Local Investigating Committee shall prepare a report of its findings which shall include: (i) a mutually agreed to brief narration of all of the events and factors involved in the dispute, and (ii) the Committee's mutually agreed to findings with respect thereto. If the Committee has reached an agreeable disposition of the grievance, the report shall also contain a statement to that effect and the reasons therefor. Such disposition shall be final and binding on the Company, the Union and the grievant(s), if any.

If the grievance is not resolved in twenty (20) calendar days following its being filed, either Company or Union may request "Certification to Fact Finding." If "Certification to Fact Finding" is not requested by either party, the grievance shall be automatically referred to the Division or Department Joint Grievance Committee.

The referral in either event shall be accompanied by the report referred to above, in addition to which shall be added 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 Chairman and the Secretary of the Review Committee have not accepted referral of the grievance to Fact Finding within seven (7) calendar days following receipt of the request, or if the request is not received within the seven (7) calendar days following the expiration of time limits stated for resolution by the Local Investigating Committee, the grievance will be automatically referred to the Joint Grievance Committee.

(3)(b) Within ten (10) calendar days following the filing of a grievance which does concern an employee's qualifications for promotion or transfer or his demotion, suspension, discipline or discharge, the Local Investigating Committee shall prepare a report of its findings as set forth in Subsection (a) above.

If the grievance is not resolved in ten (10) calendar days following its being filed, the grievance must be referred to and accepted by the Fact Finding Committee. The referral shall be accompanied by the report referred to above, in addition to which shall be added 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.

## III FACT FINDING COMMITTEE

The Fact Finding Committee shall be composed of the Chairman of the Review Committee or his designate, the Secretary of the Review Committee or his designate (hereafter all referred to as either Chairman or Secretary), and the Personnel Manager and the Business Representative involved in the preceding step.

The Fact Finding Committee may 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 thirty (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 applicable Department or Division Joint Grievance Committee, the members of the Fact Finding Committee, and to the grievant(s).

If the Fact Finding Committee has not settled the grievance within thirty (30) calendar days of accepting certification, it may, by mutual agreement of the Secretary and Chairman, be

(1) referred to arbitration, or

(2) referred to the Division or Department Joint Grievance Committee.

If neither (1) or (2) is mutually agreed to, the grievance shall automatically be referred to the Review Committee.

## IV DIVISION OR DEPARTMENT JOINT GRIEVANCE COMMITTEE

The Division or Department Joint Grievance Committee will be composed of three members appointed by Company and four members appointed by Union, one of which shall be an employee represented in the Clerical Agreement. The Vice President and Comptroller's Organization Joint Grievance Committee shall be composed of three members appointed by Company and three employees appointed by Union. The Committee shall, within thirty (30) calendar days following its next regularly scheduled monthly meeting date after receiving the referral and report of the Fact Finding Committee or the report of the Local Investigating Committee, whichever is applicable: (1) settle the grievance, or (2) refer the case to the Review Committee, or (3) either Company or Union may request certification from the Chairman and the Secretary of the Review Committee to refer the case directly to arbitration.

Any grievance which is not so settled within thirty (30) calendar days or if the Chairman and Secretary of the Review Committee have not approved the request for certification to arbitration within seven (7) calendar days after receipt of such request shall be automatically referred to the Review Committee.

A referral to Review Committee or request for certification to arbitration shall be accompanied by a joint summary of the discussions held at the Division or Department Joint Grievance Committee meeting(s) and a joint statement of the issues upon which they are in agreement, issues still in dispute and the reasons therefor, and the disposition advanced by each.

## V REVIEW COMMITTEE ARBITRATION

Grievances referred to the Review Committee in accordance with the foregoing procedure will be acted upon in accordance with the provision of the Letter Agreement dated November 1, 1973, as last revised at the time of referral.

## VI EXTENSION OF TIME LIMITS

The purpose of providing for this procedure is to encourage the expeditious resolution of grievances. For this reason, the time limits provided herein are absolute. However, either the Company or Union members of any of the Committees provided for in each of the foregoing steps of this special grievance procedure may, upon showing good cause, request an extension of time in any of the foregoing steps 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.

## VII DEPARTMENT SHOP STEWARD

The Union may designate one of the Shop Stewards in each Department represented at a headquarters to be a part of this procedure. The foregoing shall not restrict Union's right to designate appropriate alternates. For the purposes of this Agreement, a Department will mean for the physical forces: Any group for which there is a negotiated separate line of progression as provided for in Exhibit VI of the Physical Agreement; and for the Division clerical forces: Customer Services Department, Division Operating Departments, and General Services Department; and for the Vice President and Comptrollers' Organization: Plant Accounting Department, Corporate Accounting Department, Disbursement Accounting Department, Customer Accounting Department, Computer Operations Department, and the Processing and Control Section under the Assistant Comptroller-Processing.

In agreeing to the above supplementary grievance procedure, both Company and Union understand that it in no way supplants the provisions of Title 102 or 9 of the Basic Labor Agreements. And for this reason, either Company or Union may terminate this supplementary grievance procedure at the expiration of thirty (30) days following receipt by the other party of such notice of intent. Should either exercise the right to terminate at the end of the thirty-day period, all grievances pending at the expiration of such time period will be adjusted on the basis of the provisions of Title 102 or 9 of the Basic Labor Agreements.

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

Manager of Industrial Relations

The Union agrees to the adoption of the Foregoing provisions for a sup-

# PHYSICAL AGREEMENT AMENDMENTS

plemental grievance procedure and the provisions for termination of said procedure by either party.

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

, 1974

This procedure is intended to put more emphasis on attempting to find solutions to problems in earlier steps of the Grievance Procedure. Shop Stewards and involved supervisors will be playing a more important role by serving as members of Local Investigating Committees. Time limits in the various steps of the Grievance Procedure are shortened.

A new Fact Finding Committee is established. Use of this Committee will enable the parties to directly involve the Industrial Relations Department and the Union's Business Office earlier in the grievance procedure, particularly those grievances concerning an employee's qualifications for promotion or transfer or his demotion, suspension, discipline or discharge.

March 8, 1974

Mr. L. L. Mitchell, Business Manager  
Local Union No. 1245, International  
Brotherhood of Electrical Workers, AFL-CIO  
P.O. Box 4790  
Walnut Creek, California 94596  
Re: Review Committee Procedure  
Dear Mr. Mitchell:

Along the lines of our discussions during negotiations this year and with the amendment of the Labor Agreement to provide for interim Ad Hoc Negotiations, we propose the following amendment of Item II-D(4) of the Review Committee Procedure that became effective November 1, 1973:

(4). "Close the Review Committee file and remove it from its agenda by notifying the Company's Manager of Industrial 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 Industrial 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 400 of the Physical Labor Agreement and Title 24 of the Clerical Agreement.

"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 5 calendar days of the expiration of said 15 calendar days, be submitted to arbitration pursuant to the applicable provisions of the applicable Labor Agreement then in effect between the parties. If not submitted to arbitration or if the 15-calendar-day limits are not waived as provided for hereafter in Item E, 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. A 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 Negotiation 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 Committees are empowered to mutually determine in an appropriate case, the amount of retroactive wage adjustment which will accompany their 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 thirtieth 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.

As amended herein, the Union and Company confirm and republish all other provisions of said Letter Agreement effective November 1, 1973, in all respects other than those mentioned herein.

The amendment proposed herein shall become effective February 1, 1974, or on the 31st day following the date Union notifies Company of the ratification of a new term of the Physical and Clerical Labor Agreements dated July 1, 1952, and September 1, 1953, last amended July 1, 1970.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below for your signature.

Yours very truly,  
PACIFIC GAS AND ELECTRIC COMPANY  
By

Manager of Industrial Relations

The Union concurs with the foregoing amendment to the Letter Agreement effective November 1, 1973, and concurs therein.

LOCAL UNION NO. 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
, 1974

By  
Business Manager

Section IID4 is revised to tighten up the Review Committee procedures and to provide that where a particular grievance at the Review Committee level lends itself to a bargaining approach that the parties may establish a special "Ad Hoc Negotiating Committee" to work on the problem within a 6 month time limit.

## TITLE 103. HOLIDAYS

**Amend TITLE 103 - HOLIDAYS to read as follows: (Title 14 of the Clerical Agreement to read identical except for section numbers.)**

- 103.1 Only regular employees who are not on a "leave of absence" and who:
- Are paid for the work days immediately before and after the holiday, or
  - Are off work with permission, but without pay, for reasons of illness or disability, on the work days immediately before and after the holiday, or
  - Are paid for the work day either before or after the holiday but are off work with permission without pay on the other day,

shall, except as provided in Section 103.6, be entitled to have the following holidays off with pay when they fall on a work day in his basic workweek:

New Year's Day	(January 1)
Washington's Birthday	(3rd Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Veterans' Day	(day established by Congress)
Thanksgiving Day	(4th Thursday in November)
Friday after Thanksgiving	(see 103.4 below)
Christmas Day	(December 25)
Employee's Birthday	(see Section 103.2)

103.2(e) At his request a probationary or casual employee shall, if it does not interfere with the work in progress, be excused from work on his "Birthday Holiday" without pay. If he elects to work on such day, the provisions of Section 103.9 shall not be applicable. If Company requires him to work on such day, the provisions of Section 103.9 shall be applicable.

103.4 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 103.6(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 103.6(b) shall apply to his next regularly scheduled work day after June 1, provided the employee notifies his supervisor of his 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.

The day after Thanksgiving is established as a 10th holiday - 103.1.

If an employee must be scheduled to work on such day, he may have another day off prior to June 1 of the following year. If the employee elects not to take such day off, he shall receive an additional day's pay at the straight time rate; but if the supervisor fails to grant him that day off, the Company will purchase this holiday at time and one-half - 103.4.

The provisions, with respect to the Birthday Holiday, are modified to permit a probationary or casual employee to work on his Birthday Holiday and receive straight time pay. However, the provision that if the Company requires him to work on his Birthday Holiday he will be paid time and one-half remaining in the contract - 103.2(e).

## TITLE 104. MEALS

**Amend Section 104.12 of TITLE 104 - MEALS to read as follows:**

- 104.12 The provisions of this Title shall apply to shift employees as follows:
- He may arrange to have a meal purchased for him and delivered to the job. In such event, Company shall pay the cost of the meal but will not be liable for delivery of the meal, or
  - When held over from his previous shift, he may take the meal upon dismissal from work and Company shall pay the cost of the meal and 1/2 hour for the time to consume such meal, or
  - He may provide his own meal(s) on the job and the Company shall reimburse him for the cost thereof at \$2.00 for each meal.
  - If he is not assigned to shift work which requires him to remain on the job, he shall follow the same overtime meal practice as any other employee, and the time necessary to eat the meal shall be considered worktime.

Section 104.12 is amended to provide additional provisions (other than the reimbursement for the cost thereof, not to exceed \$2.00 for each meal) with respect to meals for shift employees.

# PHYSICAL AGREEMENT AMENDMENTS

## LABOR AGREEMENT INTERPRETATION

**SUBJECT: Comparable Substitute for Usual and Average Meals (Meals at Home)**

**TITLE 104 - MEALS - Physical Agreement**

**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 in 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.

Establishes guidelines for the determining of what is a comparable substitute for usual and average meals under the provisions of Title 104.

## TITLE 105. SAFETY

**Amend TITLE 105—SAFETY to read as follows:**

### 105.1 Prevention of Accidents

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.

### 105.2 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, 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.

(b) Nothing in the Accident Prevention Rules 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.

### 105.3 Health and Safety Committee

(a) Members—There shall be established immediately a Company-Union Health and Safety Committee consisting of not more than 10 members, five of whom shall be appointed by Company's Manager of Industrial Relations from among its employees and five of whom shall be appointed by Union's Business Manager from among its members.

(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 Accident Prevention Rules; 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.

(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 second Thursday 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 Manager of Industrial Relations.

(e) Agenda—An agenda for each meeting shall be prepared by the Secretary and distributed to the Committee prior to each 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.

### 105.4 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 January 8, 1971.

### 105.5 Grievances

Grievances concerning any provision of this Title shall be filed and processed in accordance with the provisions of Title 102—Grievance Procedure—and the letter agreement dated January 1, 1974 with respect thereto, except that: (a) prior to the discussion of such grievances at a Division Fact Finding Committee or Division Joint Grievance 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 (b) Union's Business Manager may in lieu of Union referring such grievances to the Review Committee as provided for in Title 102 and the letter agreement dated January 1, 1974, upon giving 15 calendar days' written notice to Company's Manager of Industrial 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. (c) 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.

### 105.6 Election of Remedy

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 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.

### 105.7 600-Volt Limit

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.

### 105.8 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. 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 to be made between January 1 and June 30 of each year and the other of such inspections to be made 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 shall be reimbursed by Company for expenses incurred therefor.

### 105.9 Walk-around Inspections

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.

### 105.10 Industrial Injury Reports

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.

The provision of this Title is substantially modified to provide the Union with a stronger voice in health and safety matters. A joint Health and Safety Committee is established. This committee will adjust grievances relating to safety which cannot be resolved at the Division level, negotiate with respect to additions to or

# PHYSICAL AGREEMENT AMENDMENTS

revisions of the Accident Prevention Rules and will be charged with promoting safe working conditions and safety awareness on the part of supervisors and other employees.

Section 105.8 (formerly 105.2) is amended to provide for appointments to the Safety Inspection Committee from among nominees selected by Union.

Provisions are also added to provide time spent by employees in "walk around inspection" shall be considered and compensated for as their regularly assigned work - 105.9.

Company will submit quarterly summaries of all time lost in Industrial injuries to the Union - 105.10.

## TITLE 106. STATUS

**Amend TITLE 106 - STATUS to read as follows:**

**(Amend TITLE 17 of the Clerical Agreement to read identically, except for section numbers.)**

### 106.1 Employment Date

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

### 106.2 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

### 106.3 Service

Service is defined as the length of an employee's continuous employment since his Employment Date with Company, a Predecessor Company, Standard Pacific Gas Lines, Inc., Pacific Gas Transmission, Alberta and Southern Gas Company, Alberta Natural Gas Company, Pacific Service Employees Association, and as provided hereafter in Section 106.4. 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 extend for one continuous year or more. The following periods of absence shall count as Service for purposes of this Agreement and shall not constitute a break in Service:

(a) Absences of less than one continuous year caused by layoff for lack of work.  
(b) Absence on a leave of absence authorized by the Company pursuant to the provisions of Title 101 provided the employee returns to active work with Company immediately following his leave of absence.  
(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 Wage Benefit Plan, a state disability plan, the Long Term Disability Plan, or a Workmen's Compensation Law, provided that the employee returns to active work with Company immediately following his recovery from the illness or injury.

(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 his reemployment rights are protected by law.

(e) Absence for Union business pursuant to the provisions of Section 101.6. If an employee fails to return to active work within the above time limits for any reason except death or disability, his Service shall be deemed terminated as of the expiration of the time limit.

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

### 106.4 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.

### 106.5 Regular Status

(a) Division Employees

(1) Division employees shall be designated as probationary and regular, depending on the length of their Service.

(2) New employees shall be hired as probationary employees at a daily rate of pay not less than the minimum wage established for the classification of work to be performed. As long as a probationary employee retains such status, he 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.

(3) On the completion of his first six months of Service which, notwithstanding the provisions of Section 106.3 above, is uninterrupted by absence for more than a cumulative total of 30 days due to (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.

(4) 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.

(b) General Construction

(1) General Construction employees shall be designated as casual or regular.

(2) A casual employee is one who is hired at a daily wage rate for an indeterminate period of time and who, regardless of length of service with Company, does not, as long as he retains such status, acquire any service, vacation, sick leave, leave of absence, or similar rights and privileges.

(3) When a casual employee has completed six months of service with Company at its established rates of pay, he shall be given the status of regular employee, provided that he meets Company's qualifications for continued employment. As used herein, six months of service is defined as a minimum of 115 days of work in any period of six consecutive months at the straight rate of pay; provided,

however, that if by reason of absence due to inclement weather or holidays in such period an employee was prevented from working a total of 115 days, such period shall be extended by not more than the total number of days of such absence.

(4) A regular employee is one who has qualified for transfer from the status of casual employee and whose pay has been established at a weekly wage rate.

### 106.6 Part-time Employment

A part-time employee is any employee whose regularly scheduled workweek is less than 40 hours. Regular part-time employees shall be entitled to Service and prorated vacations and sick leave based on the ratio their scheduled workweek bears to 40 hours.

### 106.7 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 205.3(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 106.5 as being "uninterrupted by (1) discharge, (2) resignation, or (3) absence for more than a cumulative total of 30 days due to (a) layoff, (b) sickness or industrial disability, or (c) 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 his return to work.

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

(1) Group Life Insurance coverage will be \$10,000. If an employee does not work in a given month, double deductions for premiums will be made in succeeding months.

(2) Long Term Disability coverage with the base rate established on the basis of the previous six months' average straight-time rate.

(3) Retirement Plan based on Company service calculated as above.

(4) Savings Fund Plan, when qualified, based on a percentage contribution of employee's actual straight-time wage in conformance with the rules of the Savings Fund Plan.

(5) Dental Insurance.

(6) Group Medical Insurance. If an employee does not work in a given month, double deductions for premiums will be made in succeeding months.

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

(8) Sick Leave as provided in Title 112, but prorated based on the ratio of total straight-time hours in a month to 173 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.

(9) Paid Holidays when scheduled to work on a regular schedule known in advance. Such holiday payment shall be in proportion to the amount of time which such employee would have worked on such day if it were not a holiday.

### 106.8 Overtime

Part-time and intermittent employees shall receive the overtime rate of pay set forth in Title 208 for hours worked in excess of eight hours in a day or 40 hours in a week, or on the 6th or 7th day worked in a week or on a holiday.

### 106.9 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.

### 106.10 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, social security number, home address, employment date, and classification of each employee calculated to the end of such year.

### 106.11 Information

Upon an employee's request, Company shall give him any information of record concerning his status as an employee of Company.

Title 106 combines the provisions of former titles 106, 210, and 310 into one Title in order to obtain uniform definitions of service (formerly seniority). Service is defined as the length of time since an employee's last employment date. To break service, an employee must resign, be discharged, or be laid-off for more than one year. Service will be uniformly applied for determining vacation, sick leave entitlement, bidding rights, and demotion rights among others.

Holidays off without pay are added to the provision extending the 115 day period for casual employees in General Construction - 106.5(b).

Intermittent employees, formerly called "part-time non-scheduled", are defined and the benefits for intermittent employees who obtain regular status are set forth. Additional limitations are provided for the use of intermittent employees - 106.7.

Provisions are made wherein an employee may obtain information of record concerning his status - 106.11.

## TITLE 110. SHIFT PREMIUM

**Amend Section 110.2 of TITLE 110 - SHIFT PREMIUM to read as follows:**

110.2 No shift premium shall be paid for the first shift. A premium of 20c per hour shall be paid for work performed in the second shift and a premium of 25c per hour shall be paid for work performed in the third shift. The shift premium, if any, which is payable for an employee's regularly scheduled hours of work shall be paid for any time worked by him immediately preceding or following his regular hours of work and as an extension thereof. If an employee is scheduled to work during a shift other than his regularly scheduled shift, and such work does not immediately precede or follow his regularly scheduled shift, he shall be paid the

# PHYSICAL AGREEMENT AMENDMENTS

shift premium, if any, which is applicable to the shift in progress as of the time he starts such work.

Shift premiums are increased from 15 and 20 cents per hour to 20 and 25 cents per hour.

## TITLE 111. VACATIONS

Amend listed Sections of TITLE 111 - VACATIONS to read as follows: (TITLE 8 of the Clerical Agreement to be amended to read identically as applicable)

### 111.1 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 106.5 of this Agreement.
- (c) Earned Annual Vacation Allowance is the number of paid vacation days which an employee has earned in the previous calendar year. The number of paid vacation days will be determined by the straight-time days worked in the preceding calendar year and years of employment.

### 111.2 Vacation Allowance

(a) A regular employee, who completes his first year of Service, shall be entitled to vacation with pay in accordance with the following table:

Employment date:		to inclusive	Days of Vacation
From			
January 1		February 3	10
February 4		March 9	9
March 10		April 11	8
April 12		May 14	7
May 15		June 16	6
June 17		July 19	5
July 20		August 21	4
August 22		September 23	3
September 24		October 26	2
October 27		November 28	1
November 29		December 31	0

(b) In the subsequent calendar year and in each year thereafter, up to and including the 7th calendar year following his employment date, a regular employee shall be entitled to a vacation of ten work days with pay.

(c) In the 8th calendar year and in each year thereafter, up to and including the 17th calendar year following his employment date, a regular employee shall be entitled to a vacation of 15 work days with pay.

(d) In the 18th calendar year following his employment date and in each year thereafter, a regular employee shall be entitled to a vacation of 20 work days with pay.

(e) (Effective January 1, 1975), in the 26th calendar year following his employment date and in each year thereafter, a regular employee shall be entitled to a vacation of 25 work days with pay.

### 111.3 Service Anniversary Vacation

In the 5th calendar year following his employment date and in each 5th calendar year thereafter, Company shall grant each employee a service anniversary vacation of five work days. The foregoing shall apply up to and including the 25th calendar year in 1975 and thereafter. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 2 above, to which the employee may be otherwise entitled in that calendar year and he acquires no right as to all or any part of the service anniversary vacation unless he works in the calendar year in which it is granted. The service anniversary vacation, as herein provided, vests on the first day of each of the calendar years in which he qualifies for a service anniversary vacation, and must be taken in that calendar year. (The provisions of this Section shall not apply to part-time employees.)

### 111.4 Part-time Regular Employees

A regular part-time employee shall earn an annual vacation allowance as determined in the foregoing Section 111.2, but such allowance will be based on the ratio of the total straight-time hours worked by him in a year to 2,080 hours.

### 111.5 Forfeiture of Vacation

(a) An employee who is absent for 22 consecutive work days or more in any calendar year by reason of leave of absence or layoff without pay for any reason, or for 66 consecutive work days or more in any calendar year by reason of industrial disability, shall in the following calendar year forfeit for each 22 work days of such absence 1/12th of the number of days of vacation to which he is entitled, to be computed to the nearest full day. An employee may, at his option, take the full vacation to which he would be otherwise entitled, in which event he shall receive no vacation pay for the number of days of vacation he has forfeited as herein determined.

(b) If any absence is for less than 22 consecutive work days in duration because of leave of absence, or layoff without pay for any reason, or is for less than 66 consecutive work days in duration because of industrial disability, an employee shall be entitled to a full vacation as provided for in Section 111.2.

(c) The provisions of this Section do not apply to part-time employees.

### 111.6 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 111.7. Thereafter if he returns to work and his Service is not deemed to be broken under the provisions of Title 106, his vacation allowance for the next calendar year shall be computed on the basis of 1/10th of the allowance provided for in Section 111.2 for each 22 work days remaining in the calendar year of his return to employment.

### 111.7 Termination of Employment

(a) Any employee who terminates his Service with the Company for any reason shall be paid a vacation allowance of 1/12th of his annual vacation for each 22 work days he has worked beyond January 1 of the year in which he leaves the Company's service, plus any unused vacation earned in the calendar year(s) preceding his severance provided:

### 111.10 Sick Leave

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

(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 he otherwise would receive vacation pay; or
- (2) His doctor has ordered him to remain in bed for two or more such days.

Vacation entitlements are based on service (as defined in Title 106) and provisions are added for five (5) weeks vacation in the 26th year of service starting in 1975 - 111.12(e).

Service anniversary vacation starting in 1975 will be applicable only through the 25th calendar year - 111.3.

Uniform provisions are established with respect to forfeiture of vacation in one year due to absences of more than 21 consecutive work days in the preceding year - 111.5.

Minor changes are made in the scheduling section of the Title - 111.13.

Provisions are added with respect to the granting of sick leave during vacation which he has not earned are established - 111.14.

### 111.13 Scheduling

(a) An employee desiring to use vacation during the months of January, February and March shall indicate his 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.

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) Division Employees Only

(1) Company shall schedule vacations throughout the calendar year and shall prepare the annual vacation schedule on the basis of the sign-up giving effect where possible to the selection of employees in order of their Service.

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

(3) If an employee elects to divide his 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 his selection of only one of such periods until all other employees within the group have indicated their first choice of a vacation period. Where more than one employee in a headquarters or group desires to divide his 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 his choice of vacation periods not yet selected.

(4) Company may schedule vacation by crews in the interest of economy and efficiency of operation, in which event the vacation period for each crew shall conform as nearly as practicable to the dates selected by a majority of the crew members in the sign-up provided for herein. When vacations are scheduled by crews a member of one crew may exchange his vacation period with a member of another crew in the same classification.

#### (c) General Construction Employees

(1) Company shall prepare the annual vacation schedule giving effect to the employees' selections where practicable and taking into consideration their Service.

(2) Company may schedule vacations by crews in the interest of economy and efficiency of operation.

(3) If an employee elects to divide his annual vacation into two or more periods on a sign-up schedule and it is practicable for Company to give effect thereto, such employee shall be given preferential consideration over other employees in his selection of only one of such periods.

### 111.14 Error

If an employee is misinformed as to his vacation allowance, he will not be required to reimburse the Company for any excess day taken if he pointed the error out to his supervisor and was instructed to take the excess days.

Except in those cases where an employee is told to take the excess days, he may elect to (a) reimburse the Company for the wages paid for the excess days, or (b) have such excess days be deducted from his next year's vacation entitlement.

(1) he was first employed before December 31, 1969, and he retired from the

Company's service under the provisions of Company's Retirement Plan, or

(2) he was first employed after December 31, 1969, or

(3) his vacation entitlement as of December 31, 1970, was calculated on the basis of the then existing provisions of Section 211.17 and Title 311 of this Agreement.

(b) Any employee, other than an employee described in Subsection (a) above, whose Service with Company terminates shall, upon such termination, be paid only a vacation allowance equivalent to the unused vacation earned in the calendar year(s) preceding such termination.

# PHYSICAL AGREEMENT AMENDMENTS

## TITLE 112. SICK LEAVE

**Add TITLE 112 - SICK LEAVE by deleting TITLES 209 and 309 and transferring the provisions of TITLE 209, as amended herein, to TITLE 112 to read as follows:**

112.1 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; and a regular part-time employee shall be allowed sick leave with pay for such portion of 80 hours per calendar year as the average number of hours he regularly works in a week bears to 40.

112.2 A regular employee, in addition to his annual sick leave which he is allowed under the provisions of Section 112.1, shall be allowed further sick leave with pay which shall not exceed the total of his unused annual sick leave in the eight years immediately preceding.

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

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

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

(c) If such total is 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.*

112.4 In the calendar year in which Company anticipates that an employee may attain 20 years of *Service*, an employee who has qualified for additional sick leave under Section 112.3 shall, upon exhausting such additional sick leave as provided in Section 112.3, 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.*

112.5 Current sick leave shall not be applied until cumulative sick leave has been exhausted. Cumulative sick leave shall be applied in the order in which it accumulated.

112.6 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.

112.7 If a holiday occurs on a work day during the time an employee is absent on sick leave with pay, he shall receive pay for the holiday as such; and it shall not be counted as a day of sick leave.

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

112.9 If a regular employee is required permanently to leave the service of Company because of physical disability, he shall, on termination of employment, be entitled to an allowance which shall be the equivalent of the sick leave to which he would be entitled under the provisions of Sections 112.1, 112.2, 112.3, and 112.4.

112.10(a) Except as provided in Section 108.2, if an employee's health or physical ability becomes impaired to such an extent that he cannot perform the work of his classification, Company shall, if practical to do so, give such employee light work within his ability to perform for which he shall be compensated at the rate of pay established for such work.

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

112.11 If an employee who is assigned to dual classifications on either a regular basis or a temporary basis other than a timecard basis and who works in such dual classifications on a recurring schedule determined in advance is absent by reason of illness or disability, his sick leave pay shall be based on the rates of pay which would have been applicable had he continued to work as scheduled.

112.12 The sick leave pay of an employee, who is assigned to dual classifications on either a regular basis or a temporary basis, other than a timecard basis, but does not work on a predetermined recurring schedule, shall be based on the rate of pay for the classification in which he worked on the work day next preceding the day of absence if he is absent by reason of illness or disability for one day. If such employee is absent by reason of illness or disability for two or more consecutive days, his sick leave pay shall be based on his average straight time earnings for the four calendar weeks preceding his first day of such absence.

112.13 The sick leave pay of an employee who works in other than his regular classification on a timecard basis shall be based on the rate of pay of his regular classification.

112.14 If an employee who is temporarily upgraded other than on a timecard basis is absent by reason of illness or disability, his sick leave pay for such absence shall be based on the rate of pay of the job to which he is temporarily upgraded.

112.15 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.

A single set of sick leave rules for Division and General employees (based on service as defined in Title 106) is adopted.

Annual renewal bonus sick leave is provided once an employee is qualified for such leave - 112.3(d) and 112.4.

Provisions are adopted with respect to assignment of permanently partially-disabled employees within their current classification - 112.10(b).

## TITLE 200. APPLICATION

**Amend SECTION 200.1 to read as follows:**

200.1 The provisions of Part II of this Agreement shall apply only to operation, maintenance, and construction employees (including clerks in the offices of electric department foremen and technical clerks in steam generation) in each of the Company's geographical Divisions and the Pipe Line Operations Department, Materials Distribution, and the Communication and Building Departments of the General Office. Whenever the words "employee" and "employees" are used in this Part they shall, unless otherwise noted, be construed to refer only to employees described above from whom Union is the exclusive bargaining representative. Where the context of this Part makes it reasonable to do so, the word "Division" shall be construed to include and apply to the subdivisions enumerated hereinabove, and the words "Division Manager" shall be construed to include and apply to the heads of such subdivisions.

Conforms with revision made in Title 2.

## TITLE 201. EXPENSES

**Amend Subsection 201.8(d) to read as follows:**

201.8(d) If an employee elects not to utilize Company-designated board and lodging on his non-work days, including any holiday which immediately precedes or follows his non-work days, Company shall allow him for transportation the sum of \$6.00 per day for each of such days. In lieu of such allowance, Company may provide transportation arrangements between the training location and his living quarters or regular headquarters in accordance with Subsection 201.9(a). *If he is scheduled to attend the training class for three consecutive weeks or more, transportation allowances under the provisions of Subsections 201.9(a), (b), or (c) will apply, commencing with the second weekend and alternate weekends thereafter for the duration of such scheduled attendance.*

Provides for improved transportation allowances to return to regular headquarters (home) on the second and alternate weekends while attending extended training classes. (3 weeks or more)

## TITLE 204. WAGES AND CLASSIFICATIONS

**Amend TITLE 204 - WAGES AND CLASSIFICATIONS, Section 204.2 to add Subsection (c) and amend Section 204.6 to add Subsection (c), each to read as follows:**

204.2(c) *The "Wage Progression" of an employee who is absent on leave of absence without pay for more than 10 consecutive work days 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 work days because of an industrial injury as defined in Section 108.1 or for an illness or disability and is receiving sick leave with pay as provided for in Section 112.1, will be delayed by the period in excess of 25 consecutive work days.*

204.6(c) *When Company appoints an employee from a classification covered under the Clerical Labor Agreement to a beginner's classification covered under this Agreement, such employees shall be given a wage rate commensurate with the provisions of subsections (a) or (b) above, whichever is applicable.*

204.2 (c) establishes a uniform procedure for delaying wage progressions for employees in beginning or negotiated training classifications (including apprenticeships). Eliminates any such delays in wage progressions for any other classifications.

204.6 (c) provides for wage retention, up to maximum of top step of beginner's classification appointed to, when an employee transfers from Clerical to Physical bargaining unit.

## TITLE 205. JOB BIDDING AND PROMOTION

**Amend the Sections of TITLE 205 - JOB BIDDING AND PROMOTION listed below to read as follows:**

205.1(a) The provisions of this Title shall be interpreted and applied in a manner consistent with the parties' purpose and intent in negotiating the job bidding and promotion 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 Sections 205.5(b), 205.7 and 205.8 for an appointment to fill a vacancy, and that Company shall endeavor to expedite the filling of job vacancies.

205.2(b) Delete.

# PHYSICAL AGREEMENT AMENDMENTS

205.4 Any regular *full-time* employee of Company entitled to preferential consideration under Subsections 205.7(a), (b) or Subsections 205.8(a), (b) or (c) may submit by United States mail on a form provided by Company a prebid on any existing job classification and headquarters for which he desires consideration. Company need not consider any prebid which was postmarked less than eight (8) calendar days prior to the date of posting an award to fill a job vacancy in the classification and headquarters on which the prebid is made. Company shall acknowledge receipt of all prebids within fifteen (15) calendar days from date of receipt and without rejecting the bid will notify in writing an employee who submits a prebid, hereunder, of any known reason which might preclude his filling the classification on which he has prebid, including information regarding testing programs which must be completed. Such prebid shall be valid for a period of one year from the date of receipt or until such time as the employee changes his classification and/or headquarters.

205.5(a) Company shall make unrestricted appointments in filling one-half of the vacancies in beginner's classifications.

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

(1) To such physical and clerical employees in the Division where the vacancy exists.

(2) To any other such physical or clerical employees.

The provisions of this Subsection shall be applicable to a beginner's classification in a line of progression at a headquarters where a transfer application for such vacancy is on file and the number of unrestricted appointments under provisions of Subsection 205.5(a) exceeds transfers within 12 months of the beginner's classification becoming vacant.

Notwithstanding the foregoing, Company may nevertheless reject the transfer request of any such employee who does not possess the ability to perform the duties of such classification and who has not demonstrated the qualifications required to progress in the Line of Progression of the classification which is vacant.

(c) Company shall acknowledge receipt of all transfer applications within fifteen (15) calendar days from date of receipt and without rejecting such transfer application shall notify in writing an employee who submits a transfer application hereunder, of any known reason which might preclude his filling the classification on which he has applied, including information regarding testing programs which must be completed.

(d) Within ten (10) calendar days after the first of each month, Company shall, within each Division or Department, provide Union information on beginning job vacancies that have been filled the previous month as follows:

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

(2) Classification of vacancy filled.

(3) Department and Headquarters of vacancy filled.

(4) Date vacancy filled.

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

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

(e) Attached hereto, made a part hereof and marked Exhibit VII, is a list of such beginner's classifications.

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

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

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

-in the same classification as that in which the job vacancy exists, or  
-in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or

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

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

(d) Bids made by any regular employee of Company.

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

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

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

-in the same classification as that in which the job vacancy exists, or  
-in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or

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

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

(d) Bids made by any regular employee of Company.

205.9 When employees in the same preferential sequence as provided in Sections 205.7 and 205.8 are each qualified by knowledge, skill, efficiency, adap-

tability and physical ability for appointment to a job, the bid of the employee with the greatest Service shall be given preference for appointment.

205.10 Delete.

205.12(a) Attached hereto, made a part hereof, and marked Exhibit VIII, is a list entitled "Job Comparisons" in which are listed certain classifications in General Construction, and opposite each, the classification in the Division which is deemed the same as the former for the purpose of Sections 205.7, 205.8 and 305.2.

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

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

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

Rights based on Service (date of employment) rather than seniority.

Company to acknowledge receipt of prebids (205.4) and transfer applications (205.5 (c) ) within 15 calendar days of receipt.

Procedures for transferring to beginning jobs and a revised one-for-one agreement, including information to be provided Union by Company, are set forth in 205.5.

Grievances over filling vacancies in beginner's classifications are now subject to arbitration (former 205.5 (b) is deleted).

The bidding sequence is substantially modified (205.7) and apprentice vacancies - 205.8 are subject to systemwide prebidding 205.4.

## TITLE 206. DEMOTION AND LAYOFF PROCEDURE

Amend TITLE 206—DEMOTION AND LAYOFF PROCEDURE to read as follows:

206.1(b) An employee's service, as defined in Section 106.3, shall be the determining factor in the application of this Title.

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

206.2 When a demotion 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, he shall first be demoted in the reverse order of the normal line of progression for his classification to the next lower classification and, at such step, if he is subject to further demotion he may exercise the election provided for in Section 206.4 or Section 206.5, 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 he 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.

206.4(a) An employee who is to be demoted as provided in Section 206.2 may elect to displace that employee in his same classification and department within the Division who has the least service, or if no such election is available, he may, if he has been employed 3 years or more, then elect to displace that employee in the Company in his same classification and department who has the least service.

(b) An employee who is to be demoted as provided in Section 206.2 and who cannot exercise either of the elections as provided for in Subsection (a) hereof may elect to displace that employee in his same classification within the Division who has the least service, or if no such election is available, he may, if he has been employed 3 years or more, then elect to displace that employee in the Company in his same classification who has the least service.

206.5 If Company cannot effect a demotion of an employee in accordance with Section 206.2 and, if in addition, such employee does not for any reason effect an election in accordance with Section 206.4, he may, if he has previously worked for at least 6 months in any other classification in another line of progression in Company, elect to displace that employee in such classification and line of progression in his Division who has the least service. An employee may exercise an election under the provisions of this Section only when it is for the purpose of returning to the line of progression in which he worked immediately prior to entering the line of progression from which the election was exercised.

206.7(c) Within 3 days after receipt of the list described in Subsection (b) the employee should notify Company of his election to transfer and indicate the job locations in the order of his preference. Preferential consideration shall be given to employees in the order of their service, while Company shall endeavor to give effect to an employee's preference in the order he has indicated length of service shall be the determining factor where two or more employees express a preference for a single location. Company shall notify an employee as to the specific location to which he will be transferred.

206.8 When an employee is displaced under the provisions of this Title because of lack of work at his headquarters, and his new headquarters is beyond commutable distance from his residence, Company shall reimburse him for the reasonable costs incurred in connection with moving his household in a sum not to exceed \$750.

# PHYSICAL AGREEMENT AMENDMENTS

(a) "Beyond commutable distance," as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his present headquarters.

(b) Bids made by employees listed in Subsection (a) above who formerly held the position of 206.9. For the purpose of enabling employees who have been demoted or transferred under the provisions of this Title, or to enable employees who have been on or are on Long Term Disability status, to return to their former status on an accelerated basis, Company will give preferential consideration in the following sequence to the bids made by such employees on any job vacancy:

- (a) Bids made 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 shall not be considered under this subsection if following his demotion or transfer he has not exercised each opportunity available to him to bid on a job in his former classification and headquarters;
- (b) Bids made by employees listed in Subsection (a) above who formerly worked in such job classification.
- In considering, under Subsection (a) or (b), bids received from two or more employees on the same job, Company shall give preferential consideration to the bid made by the employee who has the greatest service.
- An employee who has been demoted or transferred under the provisions of this Title who thereafter voluntarily removes himself from the Line of Progression to which he was previously transferred or demoted shall not be given consideration under this Section.

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

Demotion and layoff rights based on Service (date of employment) rather than Company seniority.

Moving costs increased from \$500 to \$750 - 206.8.

Accelerated rights to return to former classification and headquarters are extended to employees who have been or are on Long Term Disability status - 206.9.

Preferential rehire rights to beginner's jobs are given to employees who have been laid off for lack of work - 206.14.

## LABOR AGREEMENT CLARIFICATION TITLE 206 OF THE PHYSICAL AGREEMENT DEMOTION AND LAYOFF PROCEDURE TITLE 19 OF THE CLERICAL AGREEMENT DISPLACEMENT, DEMOTION AND LAYOFF

### A. Purpose

To clarify the procedure to be used to accomplish the relocation of individuals, crews or groups of employees due to the change of a reporting headquarters or office where the number and classification of jobs in the Division will be unchanged.

### B. Procedure

Determination of the employee(s) to be displaced will be on the basis of service as defined in Section 106.3 of the Physical Agreement or 17.3 of the Clerical Agreement. Whenever only a portion of the employees in a classification at a headquarters are to be relocated, employee(s) with the greater service will be given the first opportunity to relocate. In the event there are insufficient volunteer(s) for relocation, the employee(s) with the least service will be relocated. Each employee shall be given as much notice as possible of an impending relocation and he may elect either

1. to fill any vacancy in his classification in the Division in which he is assigned, notwithstanding Subsection 205.6(a) of the Physical Agreement or 18.7(a) of the Clerical Agreement, or
2. to fill the vacancy in his classification created at the new location where his job is relocated.

An employee so displaced will be granted preferential consideration under Subsection 206.9(a) of the Physical Agreement or 19.7(a) of the Clerical Agreement to return to his former headquarters, and the provisions of Section 206.8 or 19.10 as appropriate shall be applicable.

Establishes rights of employees who are relocated due to a change of a reporting headquarters or office.

## TITLE 208. OVERTIME

Amend TITLE 208 - OVERTIME, Sections 208.1, 208.2, 208.11(f), and add 208.15 to read as follows:

208.1 Overtime is defined as (a) time worked in excess of 40 hours in a work-

week, (b) time worked in excess of 8 hours on a work day, (c) time worked on a non-work day, (d) time worked on a holiday as provided for in Title 103, and (e) time worked outside of regular work hours on a work day. 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.

208.2(a) In general, overtime compensation at the rate of 1 1/2 times the straight rate of pay shall be paid to employees for overtime as defined in Items (a), (b), (c), (d) and (e) of Section 208.1; except that

(b) The time worked in excess of 16 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of 2 times the employee's straight rate of pay, or

(c) If, following an employee's dismissal from work or on an employee's non-work day, the employee is called out for work, he shall be paid at 2 times his straight rate of pay for work performed in the 8 hours preceding his next regular work hours unless he reports for work 2 hours or less before his next regular hours of work.

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

208.11(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a work day without having had a rest period of 8 consecutive hours, in which event he shall be paid at 2 times the straight rate of pay for all work performed until he has been relieved from duty for at least 8 consecutive hours.

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

Provides for payment of double time for work beyond 16 consecutive hours and for work performed between midnight and 8:00 a.m. unless an employee reports for work at 6:00 a.m. or later. (Same provisions applicable to the 8 hour period preceding the start of any employee's regular hours of work, which start at other than 8:00 a.m.) - 208.2.

Provides for 2 times the straight rate of pay for time worked during a rest period - 208.11 (f).

Provides, except where a hazard to life or property exists, that an employee will not be required to work more than 2 consecutive weekends without having a weekend (2 consecutive days) off.

## TITLE 209. SICK LEAVE Delete: See Title 112

## TITLE 210. STATUS Delete: See Title 106

## TITLE 212. EMERGENCY DUTY

Amend TITLE 212 - EMERGENCY DUTY to read as follows:

212.1(a) The provisions of this Title shall be interpreted and applied in a manner consistent with the parties' purpose and intent in negotiating a voluntary on-call system for emergency duty contained herein, namely that when employees volunteer for emergency duty they are making a definite commitment to be readily available for call-out; and in turn, Company will call the volunteer with the least amount of recorded emergency overtime hours. When there are insufficient volunteers available for emergency duty, Company will continue to require employees to report for work on an emergency basis.

(b) Employees shall not be required to be on-call, however, Company with Union's cooperation shall establish a call-out procedure for employees who volunteer to be readily available for duty in case of emergency. Assignments of emergency work shall be distributed and rotated as equitably as practicable among qualified employees in the same classification and in the same location who have volunteered to be available. The time during which an employee is available for duty shall not be considered as hours worked.

212.2(a) Company will prepare a list at each headquarters of those employees who volunteer for emergency work. In calling employees to respond to emergency situations involving immediate hazard to life or property, Company may give preferential consideration to employees whose residences are located within 30 minutes automotive travel time, under ordinary travel conditions, from their headquarters. This list will start on January 1 and continue until June 30 at which time a new voluntary call-out list will be prepared to run from July 1 to December 31. On January 1 and July 1, the employee with the lowest accumulated overtime will have his overtime reduced to zero; and all others in the corresponding classification will have their overtime reduced by a like amount. This procedure is to be continued semi-annually thereafter.

(b) In administering Subsection (a) above, Company shall establish a sign-up procedure whereby a form will be posted in each headquarters on Monday of each week soliciting voluntary sign-up for overtime for the period of the following Friday at 4:30 PM through the next Friday at 8:00 AM. The list should provide for sign-ups by classification. It is to be removed on Tuesday evening and reposted Wednesday afternoon showing the names of those who have volunteered by classification, with the employees having the least overtime accrued at the head of the list. Until quitting time on Thursday afternoon, employees whose name appears on the list will have the opportunity to remove themselves from the call-out roster. This open period will allow employees to reevaluate their commitment after they determine where they stand in the call-out sequence. Employees who do not take the opportunity to remove their name from the roster will be expected to meet the commitments of availability as described earlier in this interpretation.

212.3 In the event employees are called for emergency overtime and refuse or cannot be reached, they will nevertheless be credited on the appropriate list with the overtime received by those who did the work. In the case of an employee off sick during his regular work hours, he will not be called nor will he be credited with any overtime until he returns to work on a regular work day. An employee who is called

(Continued on page seventeen)

# 1973 Financial Report Reprinted

MEREDITH & RUBIN  
 Certified Public Accountants  
 2525 Van Ness Avenue, Room 215  
 San Francisco, California 94109  
 Telephone: 771-2577  
 February 12, 1974

TO THE OFFICERS AND MEMBERS OF THE  
 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
 LOCAL NO. 1245  
 1218 BOULEVARD WAY  
 WALNUT CREEK, CALIFORNIA

We have examined the Statements of Recorded Cash Receipts and Disbursements of your Local Union for the year ended December 31, 1973 and the related Statement of Assets, Liabilities and Equity at December 31, 1973. Our examination was made in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances. The following summarizes information included in these financial statements which are a part of this report:

Cash and Stock Fund at Cost at December 31, 1972:	
General Fund	\$445,339.10
Replacement Fund	48,343.53
Scholarship Fund	18,351.17
Fund for Organizing Expenses	664.57
Supplemental Retirement-Severance Fund	23,134.62
	<u>\$535,832.99</u>
Receipts*	\$2,140,564.65
Disbursements*	1,786,173.40
Increase	<u>\$354,391.25</u>

Cash and Stock Fund at Cost at December 31, 1973:	
General Fund	\$ 765,135.51
Replacement Fund	51,430.23
Scholarship Fund	18,707.57
Fund for Organizing Expenses	461.40
Supplemental Retirement-Severance Fund	54,489.53
	<u>890,224.24</u>
Other Assets Net of Liabilities	80,041.59
Equity	<u>\$970,265.83</u>

\* Exclusive of transfers between funds.

The Supplemental Retirement-Severance Fund was established during 1972. This Fund is considered an asset of the Local and is included in these statements. Amounts invested in the Dodge and Cox Fund for this Fund are shown at cost and are included with cash assets. The liability related to this fund is shown at its approximate amount as of December 31, 1973.

In our opinion the accompanying financial statements present fairly the recorded cash receipts and disbursements of Local No. 1245 for the year ended December 31, 1973 and the equity of Local No. 1245 at December 31, 1973 in accordance with the accounting principles stated in the note to the Statement of Assets, Liabilities and Equity and on a basis consistent with that of preceding periods.

MEREDITH & RUBIN

MEREDITH & RUBIN EXHIBIT A  
 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
 LOCAL NO. 1245  
 STATEMENT OF RECORDED CASH RECEIPTS AND DISBURSEMENTS  
 FOR THE YEAR ENDED DECEMBER 31, 1973

<b>GENERAL FUND</b>	
Cash Balance December 31, 1972	\$ 445,339.10
Receipts:	
Local Union portion of receipts:	
"A" Members' Dues	\$ 53,431.60
"BA" Members' Dues	1,512,618.25
Initiation Fees	11,135.38
Reinstatement Fees	15.50
Difference in Dues	739.18
Agency Fees	3,866.00
Working Dues—Outside Line	20,856.92
Total	<u>\$1,602,662.83</u>
Reimbursements to General Fund:	
Receipts held for Members' Credit or to be refunded	7,865.31
Members' Credits applied to Dues, etc.	( 1,620.22)
Interest	29,675.59
Dividends	176.50
Refunds and Reimbursements:	
From Replacement Fund	32,326.39
From Scholarship Fund	1,000.00
From Fund for Organizing Expenses	564.29
Energy Workers Center for Insurance Payment	333.00
Insurance Recoveries—Autos	2,313.01
Workmen's Comp. Insurance	4,956.52
Staff Salary	1,722.64
Others	2,500.97
Total	<u>\$ 81,814.00</u>
International Portion of Receipts:	
"A" Members Per Capita	104,037.60
"BA" Members' Per Capita	368,040.00
Initiation Fees	11,135.38
D.B.A.F. Fees	180.00
Reinstatement Fees	15.50
Difference in Per Capita	90.40
Agency Fees	1,188.00
Pension Reinstatement Fees	50.00
Total	<u>\$ 484,736.88</u>
Total Receipts	\$2,169,213.71
Total of Receipts and Balance	<u>\$2,614,552.81</u>

MEREDITH & RUBIN

EXHIBIT A  
 (continued)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
 LOCAL NO. 1245  
 STATEMENT OF RECORDED CASH RECEIPTS AND DISBURSEMENTS  
 FOR THE YEAR ENDED DECEMBER 31, 1973

<b>GENERAL FUND</b>	
Total of Receipts and Balance (Per Prior Page)	\$2,614,552.81
Disbursements—Schedule 1	1,849,417.30
Cash Balance December 31, 1973	<u>\$ 765,135.51</u>
Details of Balance—General Fund:	
Wells Fargo Bank, Commercial Account:	
Bank Statement less Outstanding Checks	128,601.62
Wells Fargo Bank, Savings:	
Savings Account	1.20
Six Savings Certificates, including Earned Interest	634,739.89
Contingency, Petty Cash and Change Funds	1,700.00
Returned Check for Collection and Deposit	
Made After Close of Bank Statement	92.80
Total as Above	<u>\$ 765,135.51</u>

MEREDITH & RUBIN SCHEDULE 1  
 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
 LOCAL NO. 1245  
 STATEMENT OF RECORDED CASH DISBURSEMENTS  
 FOR THE YEAR ENDED DECEMBER 31, 1973

<b>GENERAL FUND</b>	
Affiliation Fees:	
International Brotherhood of Electrical Workers	\$472,243.21
California Labor Federation, AFL-CIO	11,520.00
California Labor C.O.P.E.	600.60
Alameda CLC	1,884.00
Joint Executive Conference of No. Calif. Electrical Workers	100.00
Nevada State AFL-CIO	975.00
Nevada State Electrical Assn.	165.00
Sacramento CLC	234.00
Contra Costa CLC	1,981.98
San Francisco CLC	792.00
California State Assn. of Electrical Workers	1,800.00
Marin County CLC	351.00
Marin COPE	23.40
San Joaquin & Calaveras CLC	450.00
Butte-Glenn CLC	67.00
Napa-Solano CLC	734.40
Fresno-Madera CLC	630.00
Fresno-Madera COPE	96.00
California Council for Health Plan Alternatives	450.00
Kern-Inyo-Mono CLC	612.00
Santa Clara CLC	72.00
International Telephone Council of IBEW	10.00
Sonoma, Mendocino, Lake CLC	480.00
Merced-Mariposa CLC	216.00
Stanislaus-Tuolumne CLC	180.00
Stanislaus-Tuolumne COPE	60.00
Marysville CLC	30.00
(CLC—Central Labor Council)	
	<u>\$ 496,757.59</u>

Staff Expenses:	
Salaries	\$547,179.41
Hotels	7,909.70
Meals	17,478.53
Other Transportation	1,869.11
Automobile Expenses	37,432.56
Parking and Tolls	2,748.79
Mileage—(12¢/mile to 10-1-73—then 15¢/mile)	960.76
Transfer to Replacement Fund	33,190.00
Auto Insurance	10,658.00
Auto Registrations	2,092.50
Moving Expenses	952.62
	<u>662,471.98</u>

MEREDITH & RUBIN SCHEDULE 1  
 (Continued) (2)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
 LOCAL NO. 1245  
 STATEMENT OF RECORDED CASH DISBURSMENTS  
 FOR THE YEAR ENDED DECEMBER 31, 1973

<b>GENERAL FUND</b>	
Research and Education:	
Utility Reporter	\$ 24,558.61
Public Relations	749.52
Subscriptions and Publications	4,282.07
Miscellaneous Meeting Expenses	464.70
Shop Stewards' Conference	4,304.03
Legislative and Educational	574.07
Film & Recorder	88.54
Scholarship Awards and Expenses	751.30
Return Unused Amount to Scholarship Fund	250.00
Analyze P.G.&E. Index Plans	570.00
Dues for Membership to:	
International Shade Tree Conference	25.00
Industrial Relations Research Assn.	3.00
Commonwealth Club	25.00
Public Employees Council	30.00
Western Labor Press Assn.	12.50
National Safety Council	65.00
National Council of Senior Citizens	3.00
	<u>36,756.34</u>

# Local 1245's Annual Financial

(continued)

Payroll Taxes:		
Employee Portion:		
U.S. Income Tax Withheld	(110,303.66)	
California Income Tax Withheld	( 17,116.80)	
FICA Withheld	( 25,071.30)	
SDI Withheld	( 3,459.04)	
U.S. Income Tax Forwarded	110,358.26	
California Income Tax Forwarded	17,318.14	
FICA Forwarded	25,151.61	
SDI Forwarded	3,494.04	
Local Union Portion:		
FICA	25,170.39	
California Unemployment Insurance	3,468.91	
Federal Unemployment Tax	1,000.49	
Nevada Unemployment Tax	83.10	30,094.14

MEREDITH & RUBIN

SCHEDULE 1  
(Continued) (7)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
STATEMENT OF RECORDED CASH DISBURSEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 1973

**GENERAL FUND**

Employee Benefits:		
Welfare and Pension Plans	\$ 23,291.56	
Group Life Insurance Withheld	( 6,497.25)	
Group Life Insurance Forwarded	13,083.51	
Staff Pension Plan Withheld	( 28,879.00)	
Staff Pension Plan Forwarded	50,029.17	
Clerical Pension Plan Withheld	( 2,950.00)	
Clerical Pension Plan Forwarded	5,900.00	\$ 53,977.99
Other Expenditures:		
Legal Fees	16,302.05	
Audit Fees	2,350.00	
Hail Rentals	13,695.09	
Refunds	4,368.20	
PRD Service Charges (Various Employers)	1,116.54	
Workman's Comp. Ins.	10,483.99	
Consultant Fees	3,812.00	
Hearing Transcripts	1,147.28	
Transfer to Supplemental Retirement-Severance Benefit Fund	29,475.39	
Severance Benefit-Terminated Employee	5,679.83	
Advanced Dues	( .50)	
Franchise Tax Board	10.00	
Write Off Returned Check	156.00	
Bond	360.00	
Transfer to Fund for Organizing Expenses	328.51	
Advanced for Energy Workers Center, Subsequently Reimbursed	489.00	
Trust Fee	55.00	
Purchase 14 Autos, Cost \$54,179.83, Trade-In Allowances \$14,075, Cash Paid	40,104.83	129,933.21
Total Disbursements		\$1,849,417.30

MEREDITH & RUBIN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
STATEMENT OF RECORDED CASH RECEIPTS AND DISBURSMENTS  
FOR THE YEAR ENDED DECEMBER 31, 1973

**REPLACEMENT FUND**

Cash Balance December 31, 1972	\$ 48,343.53	
Receipts:		
Transfers from General Fund	\$ 33,190.00	
Interest	1,823.10	
Fleet Rebate	400.00	35,413.10
Total of Receipts and Balance		\$ 83,756.63
Disbursements:		
Transfer to General Fund to Purchase Autos		32,326.39
Cash Balance December 31, 1973		51,430.24
Details of Balance:		
Wells Fargo Bank—Savings Account	51,430.24	

**SCHOLARSHIP FUND**

Cash Balance December 31, 1972	\$ 18,351.17	
Receipts:		
Interest	1,106.40	
Total of Receipts and Balance		\$ 19,457.57
Disbursements:		
Net Transfer to General Fund for Scholarships		750.00
Cash Balance December 31, 1973		\$ 18,707.57
Details of Balance:		
Twin Pines Federal Savings & Loan Assn.:		
Certificate	9,847.29	
Certificate	7,853.80	
Savings Account	1,006.48	
Total as Above		\$ 18,707.57

EXHIBIT C

MEREDITH & RUBIN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
STATEMENT OF RECORDED CASH RECEIPTS AND DISBURSEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 1973

**FUND FOR ORGANIZING EXPENSES**

Cash Balance December 31, 1972	\$ 664.57	EXHIBIT D
Receipts:		
Interest	\$ 32.61	
Transfer from General Fund	328.51	361.12
Total of Receipts and Balance		\$ 1,025.69
Disbursements:		
Transfer to General Fund		564.29
Cash Balance December 31, 1973		\$ 461.40
Details of Balance:		
Wells Fargo Bank—Savings Account	461.40	

**SUPPLEMENTAL RETIREMENT—SEVERANCE FUND**

Balance December 31, 1973	\$ 23,134.62	EXHIBIT E
Receipts:		
Transfers from General Fund	\$ 29,475.39	
Interest	1,691.70	
Dividends	187.82	31,354.91
Total of Receipts and Balance		\$ 54,489.53
Disbursements		NONE
Balance December 31, 1973		\$ 54,489.53
Details of Balance:		
American Savings and Loan Accounts	43,495.14	
Dodge & Cox Stock Fund—At Cost	10,994.39	
Total as Above	\$ 54,489.53	

MEREDITH & RUBIN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 1245  
STATEMENT OF ASSETS, LIABILITIES AND EQUITY  
AT DECEMBER 31, 1973

**ASSETS**

Cash Accounts and Stock Fund at Cost:		
Commercial Account—General Fund	\$128,601.62	
Cash Funds and Amounts to be Deposited	1,792.80	
Six Savings Certificates, including Accrued Interest— General Fund	634,739.89	
Savings Account—General Fund	1.20	
Savings Account—Replacement Fund	51,430.23	
Savings Account and Certificates—Scholarship Fund	18,707.57	
Savings Account—Fund for Organizing Expenses	461.40	
Savings Accounts and Stock Fund at Cost— Supplemental Retirement—Severance Fund	54,489.53	
Total Cash and Stock Fund at Cost		\$ 890,224.24
100 Shares Pacific Gas and Electric Common Stock (at Cost)		3,388.17
Air Transportation Deposit		425.00
Advances to Energy Workers Center, Inc.		91,299.93
Fixed Assets:		
Automobiles (27) at Cost	102,681.38	
Less Allowance for Depreciation	46,900.00	55,781.38
Furniture and Office Equipment—at Cost	51,877.90	
Less Allowance for Depreciation	10,908.00	40,969.90
Total Assets		\$1,082,088.62

**LIABILITIES AND EQUITY**

Liabilities:		
IBEW Per Capita Portion of December Receipts to be Forwarded	\$ 9,815.00	
Payroll Taxes	2,107.79	
For Supplemental Retirement—Severance	99,900.00	\$ 111,822.79
Equity:		
General Fund	\$945,077.10	
Replacement Fund	51,430.23	
Scholarship Fund	18,707.57	
Fund for Organizing Expenses	461.40	
Supplemental Retirement—Severance Fund	( 45,410.47)	970,265.83
Total Liabilities and Equity		\$1,082,088.62

Note: The accounts are maintained on a cash basis. Assets and Liabilities consist of those arising from cash transactions and all other material Assets and Liabilities. Depreciation has been computed on depreciable assets, at \$100 per month on automobiles and 10% per year on furniture and equipment. Prepaid and delinquent dues and unpaid operation expenses are not included in this statement. The amount shown as a liability for supplemental retirement-severance has been computed on the basis of amounts previously established and vested percentages.