



# UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

JACK McNALLY, Business Manager

HOWARD STIEFER, President

Local Union 1245  
International Brotherhood  
Electrical Workers

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

August 27, 1982

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

Dear Mr. Bonbright:

Attached please find Union's initial proposal for amendments to the Physical and Clerical Agreement as well as to the Dental, Health, and Benefit Agreement.

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

Union's committee will be prepared to discuss these proposals and other issues at our meeting scheduled for September 8, 1982.

Very truly yours,

Jack McNally  
Business Manager

## Union, company exchange new contract proposals

UNION'S PROPOSAL  
PG&E PHYSICAL  
AUGUST 27, 1982

GENERAL  
TITLE 1. PREAMBLE

### 1.2 NONDISCRIMINATION

It is the policy of Company and Union not to discriminate against any employee because of race, creed, or religion, physical or mental handicap, sex, **sexual preference**, color, age, national origin or veteran's status as defined under any Act of Congress.

### 1.4 SEXUAL HARASSMENT

It is the policy of Company and Union not to commit any repeated or unwelcome verbal or physical sexual advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone in the workplace which are offensive or objectionable to the recipient or which cause the recipient discomfort or humiliation or which interfere with the recipient's job performance, emotional stability, job evaluation or promotional possibilities. This also includes definition under any Act of Congress.

### TITLE 3. CONTINUITY OF SERVICE

#### 3.5 CONSISTENT . . . 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 **45 minutes or 30 miles** automotive travel time, under ordinary travel conditions, from the employee's headquarters.

### TITLE 4. UNION SECURITY

#### 4.1 UNION SHOP

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

(b) Delete

(c) becomes (b):

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

#### 4.3 CHECK-OFF OF DUES

COMPANY SHALL DEDUCT FROM THEIR WAGES AND PAY OVER TO THE PROPER OFFICER OF Union the membership dues of the members of union [or agency fees of any other regular employee] as provided for in Subsection 4.1(a) who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by Company and Union.

### TITLE 5. UNION ACTIVITY

5.5 The Company will notify the respective Business representative or designate at least three (3) days in advance of new potential bargaining unit employees orientation meeting schedule. Company shall provide paid time, not to exceed two (2) hours, and meeting

See PAGE FOUR

## Guide to proposals

The entire package of initial IBEW Local 1245 new contract proposals, and the PG&E company proposals to be considered for 1983 bargaining, are printed in this issue of the Utility Reporter.

These are initial proposals exchanged by the Local and the Company, and are not final proposals which will later be presented to the membership for consideration by all bargaining unit members at PG&E.

Our current contract expires December 12, 1982, and negotiation meetings are underway.

All new contract language which has been proposed by Local 1245 is printed in **bold face type**. Language proposed for deletion is set off in [square brackets].

Contents: Physical proposals page 1, continued on pages 4-10. Clerical proposals: Pages 10 to 13. Benefits proposals: Pages 13 to 15. Company proposals: Pages 16 to 19.

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

## Three members lose lives in on-the-job accidents

Three Local 1245 members, John Aldridge, Mike Hurley, and Ricardo Maglaya, lost their lives this month as a result of injuries suffered in separate accidents on the job.

John Aldridge, 58, Assistant Control Operator, PG&E, Avon Power Plant, Martinez, died Sept. 11 after having waged a valiant 8-week fight for life.

Aldridge had received severe burns in a steam line explosion at Avon on July 23, where a Shift Foreman was killed, and IBEW Local 1245 member Harold Neely,

29, Auxiliary Operator was burned. Neely was released from the hospital, shortly after having been treated for his injuries.

Aldridge remained hospitalized at Brookside Hospital Burn Center in San Pablo where his condition, first reported as extremely critical, appeared to have improved and hopes for his recovery were increasing. Sadly his condition worsened, and he succumbed from his injuries.

Co-workers have helped set up a fund to honor the memory of

See BACK PAGE

## Stop the Reaganomic Tide, join Labor rally, Oct. 24

Thousands of union members from throughout the state are expected to gather for a massive demonstration by organized labor in San Francisco on Sunday, October 24 calling for 'Jobs and Justice.'

Focus of the demonstration, called by the AFL-CIO Central Labor Councils of the Bay Area, Joint Council of Teamsters 7, and the International Longshoremen's and Warehousemen's Union, is to turn the tide on the Reagan administration's devastating policies in the November election.

Local 1245 members are urged

to join the swelling ranks of union members slated to participate in a parade starting at 2nd and Market on the morning of the 24th, and a rally which will follow at the San Francisco Civic Center.

Bulletins spelling out the specific meeting times and places for Local 1245 members will be issued as plans for the day are finalized.

Last September more than 50,000 people rallied in San Francisco for Solidarity Day as hundreds of thousands turned out across the nation to speak out against Reaganomics.





## Utility Reporter

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**WLEA**

**GAU**

# Local 1245 election endorsements: 'Vote Labor for jobs and justice!'

The Executive Board of IBEW Local 1245 has surveyed the records of candidates for office, and weighed the issues coming before voters and has arrived at the following endorsements listed below.

**Make your vote count in this critical election year. Be sure you're registered, then get out and vote. Support Labor issues and Labor candidates!**

## State of Idaho

Governor: John B. Evans  
Lt. Governor: Mike P. Mitchell  
Secretary of State: Pete T. Cenarrusa  
(Republican Incumbent Unopposed)  
Auditor: Joe R. Williams  
Treasurer: Marjorie Ruth Moon  
Attorney General: J. D. Williams

United States Congress:

- District  
1. Larry La Rocco  
2. Richard Stallings

State Senate:  
(Sandpoint District): Kermit V. Keibert

State House:  
Position A: Tim Tucker  
Position B: James F. Stoicheff

NOTE: U.S. Senate seats not up for reelection this year.

## State of Nevada

United States Senator: Howard Cannon  
Representative in Congress, District 2:  
Mary Gojack  
Governor: Richard Bryan  
Lt. Governor: Bob Cahsell  
Secretary of State: Bill Swackhammer  
Attorney General: Jim Kosinski  
Washoe County Commissioner, District 3:  
Gene McDowell  
Washoe County Sheriff: John Paszek

State Senate:  
District  
1. Thomas "Spike" Wilson  
2. Don Mello

Assembly:  
District  
27. Ken Haller  
28. Courtenay Jameson  
30. Jack Seaver  
31. Len Nevin  
32. Bob Sader  
37. Wally Dewitt  
38. Joe Dini  
40. Leola Armstrong

Due to no primary race in some districts or other considerations, no recommendations were made in Districts 23, 24, 25, 26, and 29. All political candidates will be reviewed in the General Election.

## State of California

United States Senate: Edmund G. Brown, Jr. (D)  
Governor: Tom Bradley (D)  
Lieutenant Governor: Leo T. McCarthy (D)  
State Treasurer: Jesse M. Unruh (D)  
Secretary of State: March Fong Eu (D)  
State Controller: Kenneth Cory (D)  
State Attorney General: John Van de Kamp (D)  
Superintendent of Public Instruction:  
Wilson Riles

Board of Equalization:  
1st District: Conway Collis (D)  
2nd District: Open  
3rd District: Bill Bennett (D)  
4th District: Richard Nevins (D)

California Supreme Court Justices:  
Frank K. Richardson — Vote YES  
Otto M. Kaus — Vote YES  
Allen E. Broussard — Vote YES  
Crus Reynoso — Vote YES

Justices of California Court of Appeal:  
Vote YES for confirmation of all incumbents

### Ballot Propositions:

Proposition No. 1: State School Building  
Lease-Purchase Bond Act of 1982  
Recommendation: Vote YES  
Proposition No. 2: County Jail Capital  
Expenditure Bond Act of 1982  
Recommendation: Vote YES  
Proposition No. 3: Veterans Bond Act of 1982  
Recommendation: Vote YES  
Proposition No. 4: Lake Tahoe Acquisition  
Bond Act  
Recommendation: Vote YES  
Proposition No. 5: First Time Home Buyers: Bonds  
Recommendation: Vote YES  
Proposition No. 6: Public Pension and Retirement  
Systems: Funds  
Recommendation: No Recommendation  
Proposition No. 7: Property Taxation  
Recommendation: Vote YES  
Proposition No. 8: Funds: Political Subdivisions:  
Transfers  
Recommendation: No Recommendation  
Proposition No. 9: Schools: Textbooks: Nonpublic  
Schools  
Recommendation: Vote NO  
Proposition No. 10: Courts: Unification  
Recommendation: No Recommendation  
Proposition No. 11: Beverage Containers  
Recommendation: Vote NO  
Proposition No. 12: Nuclear Weapons  
Recommendation: Vote YES  
Proposition No. 13: Water Resources  
Recommendation: No Recommendation  
Proposition No. 14: Reapportionment by  
Districting Commission or Supreme Court  
Recommendation: Vote NO  
Proposition No. 15: Guns  
Recommendation: Vote NO

### PROPOSITION K:

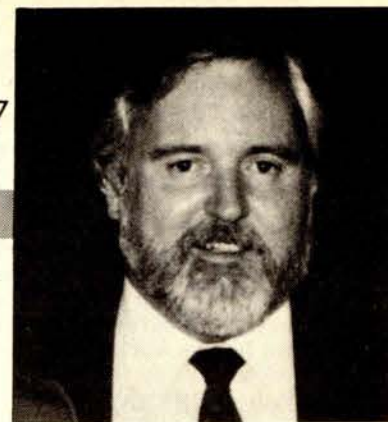
On the initiative in the City of San Francisco to bring about public ownership of the electric-utility the Executive Board recommends a "NO" vote on this measure.



# POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



## State of California

### State Assembly:

#### District

1. Paul Drake (D)
2. Dan Hauser (D)
3. Larry Miles (D)
4. Thomas M. Hannigan (D)
5. Jean M. Moorhead (D)
6. Lloyd G. Connelly (D)
7. Norm Waters (D)
8. Louis J. Gentile (D)
9. Paul Chignell (D)
10. Phillip Isenberg (D)
11. Robert J. Campbell (D)
12. Tom Bates (D)
13. Elihu M. Harris (D)
14. Johan Klehs (D)
15. Margaret W. Kovar (D)
16. Art Agnos (D)
17. Willie L. Brown, Jr. (D)
18. No Endorsement
19. Louis J. Papan (D)
20. Jack W. Smith (D)
21. Byron D. Sher (D)
22. Marge Sutton (D)
23. John Vasconcellos (D)
24. Dominic Cortese (D)
25. Rusty Areias (D)
26. Patrick Johnston (D)
27. Gary A. Condit (D)
28. Sam Farr (D)
29. Kurt P. Kupper (D)
30. Jim Costa (D)
31. Bruce Bronzan (D)
32. Clyde Gould (D)
33. John Means (D)
34. No Endorsement
61. Gesa M. Kearney (D)

65. Jim Cramer (D)
66. Terry Goggin (D)

### State Senate:

#### District

2. Barry Keene (D)
4. O. H. Fifi Zeff (D)
6. Leroy F. Greene (D)
8. John F. Foran (D)
10. Bill Lockyer (D)
12. Dan McCorquodale (D)
14. No Endorsement
16. Walter W. Stiern (D)
34. Ruben S. Ayala (D)
36. Robert Presley (D)

### United States Congress:

#### District

1. Douglas H. Bosco (D)
2. John Newmeyer (D)
3. Robert T. Matsui (D)
4. Vic Fazio (D)
5. Phillip Burton (D)
6. Barbara Boxer (D)
7. George Miller (D)
8. Ronald V. Dellums (D)
9. Fortney H. (Pete) Stark (D)
10. Don Edwards (D)
11. Tom Lantos (D)
12. Emmett Lynch (D)
13. Norman Y. Mineta (D)
14. Baron Reed (D)
15. Tony Coelho (D)
16. Leon E. Panetta (D)
17. Gene Tackett (D)
18. Richard Lehman (D)
19. Frank Frost (D)
20. No Recommendation
21. Curtis R. (Sam) Cross (D)

## FUTURE AT STAKE

## IBEW Local 1245 focuses on Negotiations, General election

This issue of the *Utility Reporter* covers two very important areas that affect all members of Local 1245. We are beginning negotiations with Pacific Gas and Electric Company, and on August 27 the Union and the Company exchanged proposals for bargaining. Both the Company's and the Union's proposals have been reprinted in this issue. Now the collective bargaining process is underway.

The Union Negotiating Committee has taken all of the Units' proposals, put them in categories, and developed a package of proposals that was submitted to PG&E. The Committee is made up of aggressive, hard-working members off the job who have put in 40-plus-hours a week since mid July. They have been working hard putting together the package of proposals and are now beginning the bargaining meetings, with Assistant Business Manager Manny Mederos as spokesperson and Assistant Business Manager Corb Wheeler rounding out the group.

We are beginning our meetings early, since the objective of both parties in this set of negotiations is to reach an agreement by the end of the year. This, of course, will depend upon the attitude and willingness of the parties to get to the nitty gritty in a timely fashion. We have a challenge this year, and we intend to meet this challenge with all force possible.

Our major negotiations have an effect throughout all the utility industry and establish standards in our jurisdiction. We truly are all in this together and need to stand together to bring about the best results for our members.

The other area that this issue of the *Utility Reporter* speaks to is the political scene. The Executive Board of the union has spent a considerable amount of time reviewing all the candidates for political office in this year's General Election. The candidates that are recommended are candidates who will best represent the working people of this state and the nation. With all of the economic and domestic problems which are facing us in this country, the November elections are most important to the working people. There are candidates recommended who some members may be at odds with — Governor Brown for example, because of his stand on nuclear power.

Governor Jerry Brown is running for the United States Senate seat. His stand on nuclear power can have a direct effect on a segment of our members and industry. On the other hand, he has supported many issues that involve labor in the area of improved rights to disabled workers, unemployed workers, safety and health in the workplace, and women in the workforce. He has appointed some excellent people to administer the State Department of Industrial Relations, which covers the many areas of labor, and they have done an excellent job in making California a better place to work. Brown, in an area that directly affects Local 1245, has been very cooperative on the California Public Utilities Commission question of employee discounts and the issue of interference in the collective bargaining process.

And finally, as someone has said, President Reagan deserves Jerry Brown in the Senate.

There have been many gains and improvements over the last eight years in the state government on labor issues. Gubernatorial candidate Tom Bradley has vowed to continue the aggressive support on worker issues if elected. There is so much riding on this November's election for the working people of this country that Labor needs to unite to be able to change the anti-labor course in which this country is heading.

In Unity—

*Jack McNally*



Candidate for U.S. Senate, Jerry Brown.



California's candidate for Governor, Tom Bradley.



# PHYSICAL PROPOSALS

From PAGE ONE

room facilities at the conclusion of it's orientation for the Union's orientation of employees.

## TITLE 101. LEAVE OF ABSENCE

### 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 48 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.

### 101.9 FUNERAL LEAVE

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

(c) Delete

### 101.10 JURY DUTY

(a) [Regular] Employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be rescheduled to a first shift during such a period of time at the straight rate of pay, and such employees assigned to a second shift who are actually impaneled on a jury or are required to report to the jury commissioner on a second consecutive workday or more shall be rescheduled to a first shift 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-workdays 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 workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work.

(b) Delete

### 101.11 WITNESSES

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

### 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.

### 101.13 CHILD CARE LEAVE

**A REGULAR EMPLOYEE SHALL BE ENTITLED UP TO 12 MONTHS "LEAVE OF ABSENCE" TO CARE FOR A NEWBORN BABY WITHOUT PAY. SECTIONS 101.1, 101.2, 101.3, 101.4 AND 101.5 SHALL APPLY TO THIS SECTION.**

## TITLE 102. GRIEVANCE PROCEDURE

### 102.3 TIME LIMITS

(a) Filing . . .

(3) **When the Company determines that an employee's conduct is subject to discipline, Company shall act upon such determination within 10 working days of the occurrence of such conduct or the issue shall be considered closed.**

### 102.6 STEPS

#### STEP FOUR DIVISION OR DEPARTMENT JOINT GRIEVANCE COMMITTEE

A "Joint Grievance Committee" . . .

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

## TITLE 103. HOLIDAYS

### 103.1 HOLIDAY ENTITLEMENT

[Regular] Employees who are not on a "leave of absence" and who:

- (a) Are paid for the work days immediately before and after the holiday, or
- (b) 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
- (c) 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 103.7 be entitled to have the following holidays off with pay when they fall on a work day in his basic workweek:

New Year's Day	(January 1)
<b>Martin Luther King's Birthday</b>	<b>(January 15)</b>
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  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Employee's Birthday  
Floating Holiday  
Additional Floating Holiday.  
(commencing 1981)

(November 11)  
(4th Thursday in November)  
(see 103.5 below)  
(December 25)  
(see Section 103.2)  
(see Section 103.3)  
(see Section 103.3)

### 103.2 BIRTHDAY HOLIDAYS

(b) An employee by written agreement with his immediate supervisor not in the bargaining unit may elect to take another day as his Birthday Holiday. Such agreement must be reached at least fifteen 15 days in advance of his birthday.

(c) Delete

### 103.8 PAY FOR HOLIDAY WORK ON NON-WORKDAY

If an employee is required to work on a holiday which falls on a non-work day or on a work day outside his basic workweek, he shall be paid overtime compensation at 2 times his straight rate of pay for all time worked on such day.

103.9 Delete

## TITLE 104. MEALS

### 104.2 (A)

Union would like to discuss Section B 2(a) of the meals clarification with Company.

### 104.4 MEALS — WORK BEYOND QUITTING TIME

If Company requires an employee to perform work for [more than] one hour beyond regular work hours, it shall provide him with a meal approximately one hour after regular quitting time and with meals at intervals thereafter of approximately 4 hours but not more than 5 hours for as long as he continues such work.

### 104.12 (C) MEALS FOR SHIFT EMPLOYEES

Such employee may provide the meal(s) on the job, and the Company shall pay the employee an allowance of **\$8.00** for each meal.

### 104.15 MEALS — RESIDENT EMPLOYEES

This Title shall apply to resident employees. Where Company determines that it is not practicable to provide meals on the job for resident employees, as herein provided, they shall provide their own meals and Company shall reimburse them for the cost thereof not to exceed **\$8.00** for each meal.

### 105.6 (C) HAZARDOUS ANIMAL CLAUSE

**An employee shall not be disciplined for any injury caused by an animal.**

### 105.7 600-VOLT LIMIT

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

(b) **Only qualified employees shall take clearances on electrical equipment.**

105.7 (b) Was previously 207.5

### 105.11 RIGHT TO KNOW

**Within 15 calendar days of a request from Union or from an employee who is, has been, or will be assigned to work involving potential exposure to a toxic substance or harmful physical agent, Company shall provide copies of all relevant and available exposure records, medical records, and analyses of these records.**

Exposure records shall include, but not be limited to, industrial hygiene testing results, biological monitoring results, Material Safety Data Sheets (MSDS) manufacturer's labels, and product data sheets.

Company may require written consent from the affected employee(s) before providing copies of medical records to Union or to other employees.

(a) Company shall make its best effort to obtain Material Safety Data Sheets (MSDS) or the equivalent from the manufacturer or supplier of every toxic substance to which employees may be exposed.

If Material Safety Data Sheets (MSDS) or the equivalent are unavailable, incomplete, or misleading, Company shall discontinue use of the product.

(b) Company shall preserve and maintain 1) employee medical records for the duration of employment plus at least 30 years; 2) exposure records for at least 30 years; and 3) any analyses of exposure and medical records for at least 30 years.

For potentially exposed employees, Company shall provide annual training on the availability and contents of the applicable Material Safety Data Sheets (MSDS).

### 105.12 NOTIFICATION

**The Company will promptly notify the Union Business Representative of any accident resulting in death or serious injury to an employee.**

**In the event the Union Business Representative is not available, the Company shall call the Union's appointee. A list of appointees shall be furnished for each headquarters.**

### 105.13 ACCIDENT/INCIDENT ADVISORY INVESTIGATING COMMITTEE

**At the request of either the Company or the Union, an accident or incident of a serious nature shall be investigated by a joint advisory investigating committee. Such investigation shall take place in a timely manner not to exceed 48 hours. The joint committee shall consist of not more than (4) four employees, (2) two members shall be appointed by the Company and (2) two by the Union.**

**After the investigation, the joint committee shall file a joint or separate report or reports with the Company covering it's recommendations for prevention of the recurrence of accidents. It is understood and agreed that the Company is not obligated or required to accept the committee recommendations. The Company may, in it's sole discretion, accept or reject all or part of such recommendations.**

### 106.3 SERVICE

Service is defined as the length of an employee's continuous employment since his Employment Date with Company, a Predecessor Company, . . .

### 106.5 (b) GENERAL CONSTRUCTION

(1) General construction employees shall be designated as casual or regular. [A regular employee who has completed less than one year of Service extended by layoffs or absences of 30 consecutive days or more, may be terminated for inadequate work performance without recourse to the grievance procedure.]



Company or Association named in Section 106.2 above, 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 **three** continuous years or more. The following periods of absence shall count as Service for purposes of this Agreement and shall not constitute a break in Service: (Amended 1-1-80)

(a) Absences of less than **three** continuous years caused by layoff for lack of work.

### 107.3 PERSONAL TOOLS

(b) Company shall provide the employee a list of personal tools the employee must provide. (Such lists may be changed only by agreement between Company and Union.) When the employee cannot practicably transport such tools to and from his job headquarters daily, Company shall provide space for the safe storage of such tools. In the event that any of these listed personal tools which have been stored on Company's premises or in a Company vehicle are destroyed or damaged by fire, storm or flood, or are stolen, [in substantial numbers] Company shall reimburse the employee for any such loss which is in excess of any reimbursement for the tools such employee may receive from an insurance carrier.

(c) **All service employees who are required to do routine work in rainy weather shall be furnished with rain gear.**

### NEW

**107.4** The Company recognizes the general principle, applicable to all departments, that in the case of work which, (A) Has customarily been done by employees in the bargaining unit, (B) For which the Company has the required equipment and personnel (including any layoffs with seniority), such work will not be contracted out if the effect of contracting the work would be either: (1) To result in the layoff of any employees with seniority, to their disadvantage or disadvantage of remaining employees who might thereby be reduced in rate of pay or denied upgrading, (2) Would prevent the recall from layoff of any employee having three (3) or more years seniority at the time of layoff.

The Company will notify the Union as far as practicable in advance, before bringing in contracting personnel. The Company will promptly notify the Union of the names, location and starting dates of such personnel.

Such personnel will not be brought in if they are qualified bargaining unit employees on layoff who are willing and able to perform the work, nor will they be brought in if this would cause any member of the bargaining unit to be laid off.

Company agrees that the persons performing such work will, when not covered by another Union agreement, work in accordance with the schedule of hours and be paid an amount which is at least equal to the wage rates, including overtime and premium pay, provided in this contract for appropriate classifications.

### 110.2 AMOUNT OF PREMIUM

(a) No shift premium shall be paid for the first shift. An hourly premium of **5%** of the weighted average straight-time rate of all employees represented by Union (rounded to the nearest full cent per hour) shall be paid for work performed in the second shift, and an hourly premium of **10%** of the weighted average straight-time rate of all employees represented by Union (rounded to the nearest full cent per hour) shall be paid for work performed in the third shift. 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 such employee immediately preceding or following such employee's regular hours of work and as an extension thereof. If an employee is scheduled to work during a shift other than such employee's regularly scheduled shift, and such work does not immediately precede or follow such employee's regularly scheduled shift, the employee shall be paid the shift premium, if any, which is applicable to the shift in progress as of the time the employee starts such work.

### 110.8 BILINGUAL PREMIUM

**In addition to any other compensation due an employee, Company shall pay to any Bilingual employee a 5% premium above his or her weekly rate, if he or she is required to use more than one language weekly in the performance of his or her job duties.**

### 111.2 VACATION ALLOWANCE

(b) In the subsequent calendar year and in each year thereafter, up to and including the **5th** calendar year following his employment date, a regular employee shall be entitled to a vacation of ten work days with pay.

(c) In the **6th** calendar year and in each year thereafter up to and including the **13th** calendar year following his employment date, a regular employee shall be entitled to a vacation of 15 workdays with pay.

(d) In the **14th** calendar year and in each year thereafter up to and including the **21st** calendar year following his employment date, a regular employee shall be entitled to a vacation of 20 workdays with pay.

(e) In the **22nd** calendar year and in each year thereafter (up to and including the **29th** calendar year effective in 1981 and thereafter) following his employment date, a regular employee shall be entitled to a vacation of 25 workdays with pay.

(f) **In the 30th calendar year and in each year thereafter up to and including the 34th calendar year following his employment date, a regular employee shall be entitled to a vacation of 30 workdays with pay.**

(g) **In the 35th calendar year following an employee's employment date and in each year thereafter, a regular employee shall be entitled to a vacation of 35 workdays with pay.**

### 111.3 SERVICE ANNIVERSARY VACATION — BONUS VACATION

(b) In each of the first five calendar years following his employment date an employee who has used five days or less of paid or unpaid sick leave in the preceding year shall be entitled to **two** days of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 111.2. An employee must complete one year of Service before becoming qualified for such day. In the 10th calendar year following an employee's employment date and in each 5th calendar year thereafter an employee who has used 25 days or less of sick leave during the five preceding calendar years shall be entitled to **seven** bonus days of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 111.2. The bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for a bonus vacation and must be taken in that calendar year. **An employee acquires no right to all or any part of the bonus vacation unless such employee works in the calendar year in which it is granted.**

### 111.5 FORFEITURE OF VACATION

(c) **Any employee who is effected under this Section shall be notified in writing and a copy of the notification shall be placed in the employee's personnel file.**

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

### 111.8 HOLIDAYS DURING VACATION

If any of the holidays enumerated in Section 103.1 occurs during an employee's vacation it shall not be counted as one day of vacation. The employee shall receive pay for the holiday as such. [At its option] Company shall permit the employee to take off with pay the additional day of vacation. [provided thereby, or shall give him one day's pay in lieu thereof. If Company permits an employee to take another vacation day off with pay, it shall notify the employee of its decision before the beginning of the vacation period which includes the holiday.] If a holiday occurs on a non-work day in conjunction with an employee's vacation, the provisions of Section 103.6 shall be applicable.

### 111.12 STARTING DAY

For the purposes set forth in the following Section 111.13, vacation shall be scheduled in increments of one week or more to commence on Monday, except for an employee whose basic workweek starts on a day of the week other than Monday, where the vacation shall commence with the starting day of the employee's basic workweek. However, by prior arrangement with the employee's supervisor, an employee shall be allowed vacation in increments of **1/2** day or more on any day of the week, except where prohibited by operational needs or where necessary relief cannot be provided, or where the payment of overtime to another employee would be required.

### 112.1 QUALIFICATION AND RATE OF COMPENSATION

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

### 112.2 ACCUMULATION

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 **cumulative** total of his unused annual sick leave [in the eight years immediately preceding].

### 112.6 HOURLY INCREMENTS

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

### 112.8 ABUSE

Company may require satisfactory evidence of an employee's illness or disability before sick leave will be granted, **if the Company can demonstrate that such employee has abused sick leave entitlements within the preceding calendar year or upon agreement between Company and Union that a reasonable suspicion of sick leave abuse exists.** If an employee abuses the sick leave provisions of this Agreement by misrepresentation or falsification, he shall restore to Company all sick leave payments he received as a result of such abuse. In case of recurring offenses by the employee, Company may cancel all or any part of his current and cumulative sick leave, and may treat the offense as it would any other violation of a condition of employment. Charges of alleged discrimination in the application of this Section shall be investigated by the Local Investigating Committee described in Sections 102.3 or 102.8.

### 112.10 LIGHT 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 **five** in any headquarters and shall be administered on the basis of service and qualifications.

### 201.6 PERSONAL VEHICLE

(b) **The Company shall provide transportation to all Geyser Division employees from all access roads.**

### 201.9 TRANSPORTATION OPTIONS

In arranging transportation under the provisions of Section 201.7, 201.8(b) and 201.8(d), **shall at the employee's option:**

### 201.10 COMMON CARRIER

Delete

### 202.5 HOURS — SPECIAL CASES

(b) Steam Generation Maintenance: In addition to the days of work outlined in Section 202.2 above, employees engaged in steam maintenance may be regularly scheduled to work days other than Monday through Friday. Thirty days prior to the establishment of basic workweeks other than as provided in Section 202.2 at any plant or group of plants, Company will notify Union of its plans and the means by which Company's needs with respect to proper operation and maintenance of the plant will be met. Such means will be within the conditions already contained in this Agreement or Interpretations or Clarifications previously negotiated between the parties. (Added 1-1-80) **For the purposes of this Section an employee who is presently a non-traveler and volunteers on 10-4 schedule, shall retain non-traveling status if the employee bids back to a 5-2 schedule.**

### 202.9 HOURS — SHIFT AND SERVICE

The work day of service employees who report for their day's work between **9:00 a.m.** and **1:00 a.m.** inclusive, and the work day of shift employees shall consist of 8 consecutive hours.

### 202.14 HOURS — BOARDING HOUSE EMPLOYEES

Notwithstanding the provisions of Section 202.4, the 8 regular hours of work of employees who are employed in boarding houses may be spread over a period of not more than 13 hours each day. **The 13 hour period shall be between the hours 6:00 a.m. and 7:00 p.m.**

### 202.15 Delete

### 204.6 WAGE RATE — ASSIGNED LOWER CLASSIFICATION

Union proposes to amend Letter of Agreement dated June 30, 1967 Section B and C to provide that a demoted employee under Title 206 or Title 19 will be placed under Section 204.6 for the purpose of wage placement, but



will have to spend the required time in training program.

### 205.3 FILLING TEMPORARY VACANCIES

(a) Whenever a vacancy occurs in any job classification, Company may temporarily fill it by assignment, **but in no instance for more than a period which exceeds 6 consecutive calendar months.** In making temporary assignments to fill job vacancies, Company shall first consider employees in Relief classifications, and then, when practicable, consider the employees at the headquarters in which the job vacancy exists in the order of their preferential consideration under Section 205.7. The foregoing shall apply whether or not the vacancy is one which must be filled on a regular basis.

### 205.4 PREBID PROCEDURE

Union would like to discuss changes in this Section that would "freeze" the prebid list when the job becomes vacant.

### 205.5 (a)

Union would like to discuss the application of 205.5 (a).

### 205.21 "TOP RATE OF PAY OF THE NEXT LOWER CLASSIFICATION"

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

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

### 206.7 LAYOFF

(a) If there is no job to which Company can demote an employee under Section 206.3, or if the employee does not effect a displacement under any of the elections in Sections 206.4 and 206.5, and 206.6, he will be laid off.

(b) An employee who is laid off shall receive two weeks pay for each year of Service.

### 206.8 MOVING ALLOWANCE

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 \$2,000.

### 206.9 ACCELERATED PROMOTION

Union would like to discuss Accelerated Promotion to include transfers at the negotiation table.

### 206.10 DEMOTION INTO UNIT FROM OUTSIDE

Union proposes to delete this Section.

### 206.14 JOURNEYMAN RETENTION

(a) If in the application of the provisions of this Title an employee in a classification which, in the normal line of progression, is higher than an apprentice classification can effect a displacement in such classification, the former shall not take such apprentice classification, but shall be given the rate of the classification next higher thereto.

(b) The Company shall retain any employee whose loss of job is due to technological advancements. The employee shall not take a decrease in pay or lose any rights or benefits.

### 207.2 Delete

### 208.2 RATE AND DOUBLE TIME CONDITIONS

(a) In general, overtime compensation at the rate of 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.

(b) Delete

(c) Delete

(d) Delete

(e) Delete

### 208.9 2-HOUR MINIMUM - SERVICE OR RESIDENT EMPLOYEE

An employee will receive a two hour minimum payment for all calls outside of normal work hours except when concurrent calls fall within the two hour time period of the previous call.

### 208.11 REST PERIODS

(a) There shall be included as part of the 8 hours worked at the overtime rate in such 16 hour period any travel time and meal time to which the employee is entitled when emergency or prearranged work is performed. Travel time and meal time to which he is entitled after being dismissed from work shall not be included as hours worked in such period and shall not be included in the computation of the 8 hour rest period.

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

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

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a work day without having had a rest period of 8 consecutive hours, in which event he shall be paid at 3 times the straight rate of pay for all work performed until he has been relieved from duty for at least 8 consecutive hours.

(g) An employee who works overtime between the eighth (8th) and fourth (4th) hours preceding the commencement of his next regularly scheduled basic work period, if such overtime is not part of a period of sixteen or more hours of work, shall be entitled to the time off at the beginning of his next regularly scheduled basic work-period without loss of pay, equivalent to the number of overtime hours actually worked during the eight hours immediately preceding the commencement of such work period. However, the

Company may request the employee to waive the time off and to continue to work. If the employee does continue to work pursuant to such request, he shall receive pay at the double time rate, during his basic work period which he would otherwise have been entitled to take off.

### 208.16 EQUAL DISTRIBUTION - PREARRANGED OVERTIME

(a) Prearranged overtime work shall be distributed among employees in the same classification and in the same location as equally as is practicable. The General Foreman's clerical force or equivalent will post prearranged overtime work or credited as worked for each person for that week.

### 208.24 SERVICE EMPLOYEE - ON CALL COMPENSATION

(a) When a service employee is "on call" between the quitting time of his regularly scheduled shift on one day and the starting time of a regularly scheduled shift on the next consecutive calendar day, he shall receive an allowance of 3 hours pay at the straight time rate for each twelve hours; or fraction thereof. When a service employee "on call" is called out, he will receive the compensation in addition to his regular compensation for overtime.

(b) An employee required to be on call during a holiday shall, after such duty, be given off with pay, the workday which immediately precedes his next regularly scheduled nonworkday, or at the option of the employee, the provisions of Section 103.7 may be utilized.

### 212.2 SEMI-ANNUAL AND WEEKLY SIGNUP

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

### 212.8 EXTENSION OF WORKDAY

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

### 212.10 SERVICE EMPLOYEES Delete

## GENERAL CONSTRUCTION EMPLOYEES ONLY TITLE 300

### 301.1 APPLICATION

Employees who are transferred from a present headquarters to one at a new location, or who are reemployed at a new location within 3 years after layoff for lack of work at a previous location, except as provided for in Section 306.14 shall be allowed expenses as provided for in Section 301.4. Transfer to a new location or reemployment at a new location shall mean one of the following:

(b) A change from an established job headquarters or point of assembly location at which the current expense status is based [and which is within the area of an incorporated city to a location beyond the city limits, or a change from such a location or in an unincorporated area to a location within the city limits of an incorporated city]; or

### 301.2 MILEAGE MEASUREMENT

Expense allowances provided for in Sections 301.4 and 301.9 shall be paid, or [free] board and lodging provided for in Section 301.5 shall be allowed, to an employee only when the job headquarters or point of assembly to which the employee has been transferred or reemployed is outside the boundary of the employee's Residence Area, except as provided in Subsection 301.4(b).

(a) A Residence Area is the zone extending 20 road miles from the city hall of the city or town in which the employee's Residence is located. If the employee's Residence is not located in such a city or town, the 20 road mile zone will be measured from the city hall of the city or town nearest to such Residence. If there is no city hall in the aforementioned city or town, the 20 road mile zone will be measured from the principal street intersection of the main business district.

(b) All road mile measurements for the purpose of establishing Residence and per diem expenses shall be determined by measuring distances on road maps acceptable to Company and Union. However, when it is not possible to obtain such map measurements, a field check to the nearest measurable point shall be made. Routes selected for road mile measurement shall be 1) reasonable and practical, 2) accessible by automobile, 2) regularly maintained, and 4) open year around.

### 301.3 RESIDENCE DEFINITION

(b) An employee who is a newly hired, rehired more than 3 years after layoff due to lack of work except as provided for in Section 306.14 or rehired after any other type of termination must designate a Residence as defined in Subsection 301.3(a). However, this employee shall not be eligible for per diem expenses as provided in section 301.4 until the employee is transferred to a job location more than 20 road miles from the city hall of the city or town in which the employee was hired or rehired. If the hiring or rehiring location is not established within the limits of a city or town, the 20 road miles will be measured from the city hall of the nearest city or town. If there is no city hall in the aforementioned city or town, the 20 road miles will be measured from the principal street intersection of the main business district.

### 301.4 EXPENSE ALLOWANCES

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

(a) Each scheduled day an employee works in the basic workweek or is prevented from performing such scheduled work by inclement weather conditions covered in Title 303; each day an employee reports for prearranged or emergency work on a non-workday; holidays which fall on a workday in the basic workweek provided such an employee works on the adjacent workday or such day is also observed as a holiday pursuant to the provisions of Title 103.

Zone	Road Miles From the City Hall or Principal Intersection * of Employee's Residence to the Reporting Location	Amount of Per Diem		
		1983	1984	1985
1	More than 20 but 35 or less	\$ 8.25	\$10.25	\$12.25
2	More than 35 but 45 or less	11.75	13.75	15.75
3	More than 45 but 55 or less	17.25	19.25	21.25
4	More than 55 but 65 or less	23.75	25.75	27.75
5	More than 65 but 75 or less	30.25	32.25	34.25
6	More than 75 but 100 or less	44.50	46.50	48.50
7	More than 100	56.00	58.00	60.00

\*The principles set forth in Subsection 301.2(a) also dictate whether the city hall or principal intersection is to be used for this purpose.



(b) If a new Residence is established by an employee who is being transferred to, or is presently reporting at, a job headquarters location which is outside the present Residence Area but inside the proposed Residence Area, the employee will be eligible to receive per diem expenses at the per diem rate established for Zone 1 only until the completion of 52 consecutive weeks at his or her current headquarters location (measuring from the date the employee was transferred to the current headquarters). [If such 52 consecutive week period has elapsed when an employee makes such a Residence change, the employee will not be eligible for per diem expenses until he or she is transferred to a job location outside his or her new Residence Area.]

(c) When an employee who maintains a temporary residence while on a job that is outside his Residence Area, or the employee who is receiving expenses under Subsection 301.4(b), or Section 301.9 is 1) unable to work due to illness, he/she shall be allowed per diem expense for up to five workdays during any single period of illness, or 2) unable to work due to inclement weather conditions as provided for in Section 303.5, he/she shall be allowed per diem expenses as provided for in Section 301.4.

Employees who have temporary residences will qualify for this allowance by providing evidence that this residence was maintained during the period. [of illness.]

### 301.5 COMPANY PROVIDED FACILITIES

If employees in lieu of providing their own board and lodging under Section 301.4 or 301.9 elect to use Company-provided camp and boarding facilities, Company shall provide board and lodging for the duration of the periods they work at locations where such facilities are made available. Such camp and boardinghouse facilities shall be of reasonable quality.

### 301.6 IN LIEU OF EXPENSES

An employee may receive expense allowances under Section 301.4 or 301.9, or the employee may elect to use the Company-provided board and lodging referred to in Section 301.5; however, the employee [will not be allowed to receive benefits under both sections at the same time] who elects to use the Company provided board and lodging will reimburse the Company in an amount set by agreement between Company and Union. Such amount shall not exceed the per diem rate the employee would otherwise be entitled to under the provisions of Section 301.4.

### 301.8 PROJECTS

Union proposes to delete this Section.

### 301.9 SPECIAL ASSIGNMENT

(a) When the Manager in charge orders that an employee be temporarily detached from the employee's established headquarters and assigned to a temporary, emergency, or special job at another location outside the employee's Residence Area where board and lodging are not provided by the Company, with the expectation that he or she shall return to such headquarters within a 30-day period, or orders that an employee be sent on a special temporary assignment to a location outside the employee's Residence Area where board and lodging are not provided by the Company, while enroute between jobs, the employee shall be eligible to elect either option (a) or (b) below.

(a) Such employee shall be reimbursed for actual board and lodging expenses incurred therein for a period not to exceed 30 consecutive days. Reimbursement for actual expenses shall be made after the employee submits an Expense Account accompanied by receipts for lodging and receipts and justification for any meals which exceed \$7.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner. All expenses are expected to be reasonable and appropriate for the geographical location in which the temporary assignment is located. If such assignment continues beyond such 30-day period, it shall not thereafter retain its temporary character but shall be deemed to be a transfer to a new headquarters, in which event the employee shall be entitled to a per diem allowance under the provisions of Section 301.4. If such employee utilizes Company-provided camp and boarding facilities, the provisions of Section 301.6 shall apply.

(c) Notwithstanding any of the foregoing, a series of short assignments (30 days or less each) by an employee in the Station Communications, Instrumentation, or Protection Group or Gas Instrumentation and Control Group or the Field Mechanical Services Group Lubrication crews or any other group(s) hereafter agreed to by Company and Union shall be considered a special temporary assignment for the duration of such assignment. In no event shall the employee be paid expenses at two locations concurrently. Such assignment will not constitute a change in headquarters for the purposes of Section 301.1.

### 301.10 ILLNESS/INCLEMENT WEATHER WHILE IN CAMP

Notwithstanding the foregoing sections of this Title, an employee shall not be entitled to an expense allowance for any day he or she is absent from duty by reason of illness, inclement weather, or other personal reason except as provided for in Subsection 301.4(e). Camp and boardinghouse facilities shall, however, be available as provided for in Section 301.6 [at no cost] for not more than five days during a period of illness of an employee who has [qualified for free] elected to receive board and lodging under Section 301.5.

### 301.11 TRAVEL ALLOWANCE

When an employee is transferred to a job at a location other than his usual place of abode, he shall be compensated for either time actually spent in traveling to such new location, exclusive of stopovers, but in no case less than 1 hour for each 45 miles or portion thereof traveled, whichever is greater. [such compensation to be paid at the straight rate for the work he will perform at the new location.] If travel between locations is 4 hours or more, such employee shall be allowed, during each 4 hour period, an additional 1/2 hour paid time for a meal break. Except for emergency situations, all travel time shall be taken during regular work hours on a regular work day. In an emergency situation, where travel time must be taken outside regular work hours or on a non-workday, such travel time shall be considered as time worked and will be compensated as provided for in Section 308.1. When transportation facilities therefore are not furnished by Company or other mode of transportation is not authorized in advance, reimbursement of transportation expense at 20¢ per mile shall be made.

### 301.13 TRANSFER — GENERAL CONSTRUCTION SERVICE AND PROCESSING CENTERS

(a) An employee holding a General Construction Service or Processing Center classification shall not be subject to transfer to other job locations as are field employees and shall not be entitled to a per diem allowance or other expense allowance, except as provided for in (b) below, while at the Center. If, however, such an employee transfers to the field the employee shall file a Residence Certificate, as provided in Section 301.3, on or before the date of such transfer; any per diem expenses due the employee will be based on such Residence Certificate.

(b) However, if an employee is placed into another General Construction Service or Processing Center as a result of the application of Title 306 of this Agreement, such employee shall be entitled to per diem expenses as provided for in Section 301.4, not to exceed 52 weeks unless the employee elects to invoke the provisions of Section 306.15.

### 301.14 SPECIAL ASSIGNMENT

When an employee who is regularly assigned to a General Construction Service or Processing Center is assigned to temporary work at such distance from the established headquarters at the Center that it is impracticable to return thereto or to the employee's regular place of abode, actual personal expenses for board and lodging for the duration of such assignment shall be allowed. [provided that the employee boards and lodges at places designated by Company.] The time spent by such an employee in traveling to such temporary job at its beginning and from it at its conclusion and any expense incurred therein shall be paid by Company.

If on an employee's non-workdays any such employee remains at such [designated places] temporary headquarters, expenses for board and lodging on such days shall be paid by Company, but if the employee goes elsewhere for personal convenience, Company shall not reimburse the employee for any expense that the employee incurs thereby. If any such employee returns home for non-workdays, including any holiday which immediately precedes or follows the employee's non-workdays, Company at its option shall...

### 301.16 HARDSHIP TRANSFERS & EXCHANGE OF LOCATION

(a) Notwithstanding anything contained herein, Company by agreement with Union may transfer any employee who requests such a transfer for substantial reason, [or may consent to an exchange of headquarters between employees of like skills and classifications for the purpose of placing an employee closer to his or her residence. In either case] Such transferred employee shall not be entitled to travel time or reimbursement of transportation expense, but shall be entitled to per diem expenses as provided for in Section 301.4, [and shall not be entitled to an expense allowance if not on expense allowance on the date of such transfer. If such an employee is receiving an expense allowance and is not transferred to a headquarters within the employee's Residence Area, the period of expense he or she qualified for at the previous headquarters shall be continued.] If such an employee has not yet become eligible for per diem expenses as provided in Subsection 301.3(b) at the time of such transfer, the city or town to which the employee is transferred shall be considered the employee's hiring or rehiring location for the purposes of Subsection 301.3(b).

(b) Except for good cause to the contrary, Company shall consent to an exchange of headquarters between employees of like skills and classifications for the purpose of placing an employee closer to his or her residence. Such employees shall be entitled to per diem expenses as provided for in Section 301.4 and travel time and transportation expense as provided for in Section 301.11.

### 301.17 EXPENSE ALLOWANCE ERRORS

If an error is made in the expense allowance to which an employee is entitled which results in an overpayment to the employee, the employee shall not be required to reimburse the Company beyond the first 30 days of such overpayment. However, extenuating circumstances may relieve the employee of responsibility of reimbursement for overpayment of less than 30 days.

### 301.18 WORK ASSIGNMENT — RESIDENCE CONSIDERATION

The parties recognize that the work of General Construction may often require working at a job location outside of an employee's residence area. The parties also recognize the Company's right to transfer employees at its discretion to perform the work assigned to General Construction. [In the exercise of this discretion, the] Company shall continue its practice of making a good faith and bona fide effort, giving consideration on an overall basis to the residence area of employees in fulfilling the organization's work assignments. When possible, Company will rotate employees of like classifications so that employees who have been assigned to headquarters that are beyond a commutable distance from their Residence for periods in excess of 6 months with other employees who have been assigned to job headquarters that are within a commutable distance of their Residence during the same approximate period of time.

### 302.6 HOURS — BOARDINGHOUSE

Notwithstanding the provisions of Section 302.5 hereof, the 8 regular hours of work of employees who are employed in boardinghouses may be spread over a 13 hour period each day. Such 8 regular hours of work in a 13 hour period shall be established by written agreement between Company and Union at each boardinghouse location prior to the establishment of such work hours. At boardinghouse locations where there is more than one employee assigned to a boardinghouse classification, such agreement may provide for the rotation of regular hours. Once established, such hours shall not be changed without further written agreement. Such agreement shall be executed between a representative of the Personnel Department and the Union's Business Representative.

### 302.7 OVERTIME — HOURS CHANGE

(e) The provisions of this Section are not applicable where [2] such regular hours of work are changed by agreement between Company and Union.

[(1) The regular hours of work, as established in Section 302.5, are changed by Company at the request or direction of public authorities, provided, however, that before any such change is made Company shall discuss it with Union, or]

[In neither instance shall Company be required to pay overtime compensation by reason of such change.]

### 302.10 PROJECTS

(c) CAMP PROVIDED: On a station or hydro job when living quarters are provided by Company:

- (1) When travel from such facilities to the work site is 15 minutes or less each way, such employees shall report at the work site.
- (2) When travel from such facilities to the work site requires more than 15 minutes, the travel time each way in excess of 15 minutes shall be considered as time worked.

[\*20 minutes becomes 25 minutes in 1981 and 30 minutes in 1982.]

## TITLE 303. INCLEMENT WEATHER

### PRACTICE

#### 303.1 [SHELTERED WORK] REGULAR EMPLOYEES

Regular employees who report for work on a work day, but are prevented from working in the field because of inclement weather or other similar cause, shall receive pay for the full day. During such day they may be held pending emergency calls, and may be given first aid, safety or other



instruction, or may be required to perform miscellaneous work in the yard, warehouse, or in any other sheltered location.

### 303.2 [SHOW UP TIME (FIRST HALF)] CASUAL EMPLOYEES

Casual employees who report for work on a work day but are prevented from working in the field because of inclement weather or other similar cause shall be paid only for the time they work or are held by Company, except, however, that they shall be paid compensation for not less than 4 hours.

### 303.3 MINIMUM (AFTER SECOND HALF)

Union proposes to delete this Section.

### 303.4 EXPENSES

Union proposes to delete this Section.

### 303.5 CLOSE DOWN DECISION

The decision to close down a job or a portion of a job and send [an] employees home under this Title shall be made by a supervisor when, in his [best] reasonable judgement the weather, ground, or other conditions at the worksite make it impractical to work productively or safely. The decision will be made by an exempt supervisor who has examined the conditions at the worksite and who has reasonably determined the availability of other miscellaneous work or training as provided for in Section 303.1, except in those cases where such a supervisor is not [accessible] able to examine such worksite. When the exempt supervisor is unable to examine such worksite, he shall consult with and seek advice from a bargaining unit supervisor who is familiar with such worksite. If an employee is sent home and conditions improve to the point at his worksite that work can be performed productively and safely, an effort will be made to call the employee back to work on the earliest work day possible regardless of the number of days off originally anticipated.

(a) Compensation for each work day the employee is instructed not to report for work shall be at the rate of pay which would have been payable had the employee worked at his or her scheduled work, but in no event to be less than 4 hours. Per diem expenses shall be as provided for in Section 301.4.

### 304.1 WAGE PROGRESSION

Union proposes to delete this Subsection.

### 304.3 PAY DAY

Wages shall be paid at biweekly intervals on **Thursdays** for a 2 week payroll period ending not less than 4 nor more than 10 days prior to the pay date, provided that if the regular pay date falls on a holiday payment shall be made on the preceding work day.

### 305.4 TEMPORARY UPGRADES

In making temporary upgrades Company shall, [when practicable,] give preferential consideration to the qualified regular employee, at that particular assembly point and shift, who has the greatest service [if more than one year,] and who is in the next lower or successively lower classification in the normal line or progression. [The Company shall, however, have the right to select a qualified employee outside that assembly point or shift provided he has even greater service.] Temporary upgrades are normally limited to 20 consecutive work days, but may extend beyond 20 consecutive work days when an employee is upgraded to replace one or more employees on vacation or other absence for a longer period. **Company will post a list of all temporary upgrades on a monthly basis at each headquarters and/or point of assembly.**

### 305.5 PROMOTION (2 OR MORE YEARS SERVICE)

(a) In the case of each such promotion such preferential consideration shall first be given to that employee who qualifies under the provisions of Section 306.9, then to that employee who has the greatest Service and is at the top rate of pay in the classification next lower in the normal line of progression to the one in which the vacancy exists, provided that the employee is fully qualified to perform the duties of the job which is vacant, and provided further that the employee is headquartered in the area in which the vacancy exists. As used herein, the term "area" means the geographic promotion-demotion area established by the respective General Construction Department as indicated in Exhibit II, General Construction Promotion-Demotion Geographic Areas, which is attached hereto and made a part hereof. **Company and Union will agree in writing in advance** of any changes in the number of boundaries of such areas, but in no event shall an area be less than one Division.

### 306.1 EMPLOYEES (2 OR MORE YEARS SERVICE)

(c) Where referred to in this Title, the Promotion-Demotion Geographic Area shall be as listed in Exhibit II, General Construction Promotion-Demotion Geographic Areas. [Such Promotion-Demotion Geographic Areas will not be changed during the period of an actual demotion or layoff, except upon letter of agreement between Company and Union.]

### 306.4 BUMPING (2 OR MORE YEARS SERVICE)

An employee who has two years or more of Service and who is to be demoted under Section 306.2, may elect to displace an employee who is in the same classification and department of General Construction who has less Service. If such employee cannot effect a displacement in such same classification and department of General Construction and cannot effect a demotion under Section 306.2 to the next lower classification in the reverse order of the normal line of progression, such employee may elect to displace an employee in the next lower classification in the reverse order of the normal line of progression in the department of General Construction in which he or she is employed who has less Service. If successive demotions must be made, the same procedure shall apply at each step until the employee is either placed in another job or is laid off. **If the Company is unable to place the demoted employee in such next lower or successively lower classification in the line of progression, the employee may elect to displace an employee who has less Service in another line of progression provided the demoted employee previously held such classification for six months or longer, and the classification has a lower wage rate than the one from which the employee is being demoted.**

### 306.5 BUMPING (5 OR MORE YEARS SERVICE)

(a) An employee who has five or more years of Service and who cannot effect a displacement under Sections 306.2 or 306.4, may elect to displace an employee in the same classification in a different department of General Construction who has less Service. If such displacement in the same classification is not possible, the employee may elect to displace an employee with

less Service in the next lower or successively lower classification in the reverse order of the normal line of progression. **If the Company is unable to place the demoted employee in such next lower or successively lower classification in the line of progression, the employee may elect to displace an employee who has less Service in another line of progression provided the demoted employee previously held such classification for six months or longer, and the classification has a lower wage rate than the one from which the employee is being demoted.**

### 306.6 BUMPING (ACROSS LINES OF PROGRESSION)

An employee who has five or more years of Service and who cannot effect a displacement under Section 306.2, 306.4, or 306.5, may elect to displace an employee who has less Service in any of the beginner's classifications listed in Exhibit VIII of this Agreement. [in the same normal line of progression (as set forth in Title 600 and Exhibit VIII and Exhibit A of the Agreement applying to Office and Clerical Employees).]

(b) An employee who displaces into [enters] a beginner's classification under the provisions of this Section shall not have any rights under Section 206.9, during the first 12 months following such displacement but shall have accelerated rights to return to any of his or her former classifications or departments, of General Construction or to successively lower classifications in the normal line of progression in such classifications including return to beginner's classifications.

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

(d) At such a time as an employee is attempting to effect the option as provided for in this Section, should employees in the appropriate Division be concurrently exercising demotion rights under Title 206 of the Agreement, seeking placement in the same beginner's classification, such placement shall be on the basis of Service.

### 306.9 ACCELERATED PROMOTION

For the purpose of enabling employees who have been demoted or transferred under the provisions of this Title, or to enable employees who have been on or are on Long Term Disability status, to return to their former classification(s) and/or Residence Area on an accelerated basis, Company shall [will] give preferential consideration to such employees in the following sequence: [who formerly worked in such job classification.]

(a) Where written notice has been provided to Company by an employee who has been transferred outside the Promotion-Demotion Geographic Area in which the employees Residence Area is located, demoted from such classification(s), or placed on Long Term Disability status, Company shall return such employee to such classification(s) and/or Promotion-Demotion Geographic Area, and department on an accelerated basis.

(b) Where written notice has been provided to Company by an employee who has been demoted from such classification(s), Company shall return such employee to such classification(s) on a system-wide accelerated basis. Exercising the option provided for in this Subsection will have no effect on option provided for in (a) above.

(c) At such time as an employee is transferred to a job headquarters which is outside the boundaries of the Promotion-Demotion Geographic Area in which his Residence is established or at such time as an employee is demoted as a result of the application of this Title, Company shall provide each employee with a written notice on which the employee shall designate the location and/or classification(s) to which he has preferential consideration as provided for in (a) and (b) above.

(d) An employee's written notice shall not be considered under this Subsection if following his demotion or transfer he has not exercised each opportunity available to him to return to a job in his former classification and/or Residence Area under either Subsection (a) or (b) above. An employee who does not exercise the option provided for in Subsection (a) above shall not thereby forfeit the option provided for in Subsection (b); conversely, an employee who does not exercise the option provided for in Subsection (b) above shall not thereby forfeit the option provided for in Subsection (a).

(e) In considering, notice received from two or more employees for the same job, under Subsection (a) or (b), Company shall give preferential consideration to the notice made by the employee who has the greatest Service.

(f) 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.

(g) An employee who has been transferred from one department to another department of General Construction under the provisions of this Title shall have an accelerated right to return to his former department in a beginner's classification.

### 306.11 SUPERVISORIAL DEMOTION

Union proposes to delete this Section.

### 306.14 REHIRE

A regular employee who is eligible for rehire and who has been laid off for lack of work for a period not in excess of three years and who had two or more years of Service at the time of layoff shall be entitled to preferential rehire in the reverse order of layoff, providing that the laid-off employee, [each calendar month following layoff,] keeps the Company informed of the current mailing address, [and] telephone number for contact, [and] the Promotion-Demotion Geographical Area(s), and two Divisions for which re-employment will be accepted. An individual's employment and seniority status will be terminated if he has been continuously laid off for 3 years except, however, this period shall be extended by one month for each full year of Service beyond 5 years at the time of layoff. Such employee will have an opportunity to apply for rehire in General Construction, the Division nearest to his/her Residence Area at the time of layoff, and one other Division. When a vacancy exists in a beginner's job in a department of the Company in which



the employee formerly worked, Company shall provide notice of openings for re-employment as follows:

(b) If the laid-off employee cannot be reached by telephone, Company shall send notice of openings for re-employment, **by certified mail**, to the last mailing address as furnished by such employee. Within **three working days following the receipt by Company of the certified mail receipt**, [after such notice is mailed] such laid-off employee must advise Company by telephone whether or not such re-employment shall be accepted, and the employee must be available for work within 24 hours after advising Company that such re-employment will be accepted.

(d) Company shall not be required to contact laid-off employees when the opening for re-employment is outside the Promotion-Demotion Geographic Area(s) or Divisions in which such employee has indicated a desire to accept re-employment.

(e) If Company cannot contact the laid-off employee by telephone and if no reply is received by Company within **three working days following receipt by Company of the certified mail receipt** [after such notice is mailed] or if the laid-off employee does not accept re-employment, such employee will be considered terminated, with no further re-employment rights under this Section, and the next employee on the laid-off list shall be notified of the opening.

### 306.15 MOVING ALLOWANCE — GENERAL CONSTRUCTION SERVICE AND PROCESSING CENTER CLASSIFICATIONS

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 \$2000. Except, however, if such employee elects to receive per diem expenses as provided for in Section 301.13, he shall not be entitled to moving allowance.

### 308.2 RATES

(a) In general, overtime compensation at the rate of 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 308.1; except that

(b) The time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of 2 1/2 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 all work performed outside his regular work hours or on a non-workday.

(d) The time worked in excess of eight (8) hours on the employee's second of two scheduled days off counting from the first day of the basic workweek shall be paid at the rate of 2 1/2 times the employee's straight rate of pay provided such employee has performed work on the first scheduled day off. Employees scheduled to have four (4) consecutive days shall be entitled, in addition to the above, to pay at the rate of 2 1/2 times the employee's straight rate of pay for the time worked in excess of eight (8) hours on the fourth (4th) scheduled day off, provided that such employee has also performed work on the third (3rd) scheduled day off.

### 308.6 CALL OUT — WORK DAYS

If an employee, who is called out for emergency work outside of his regular work hours on a work day, continues to work into or beyond his regular work hours he shall be paid overtime compensation for actual travel time [only from his living quarters].

### 308.7 2 HOUR MINIMUM

The minimum time for which overtime compensation shall be paid under the provisions of Section 308.5 shall be 2 hours, except that if an employee who is called out for emergency work outside of his regular work hours on work days continues to work into or beyond regular work hours he shall be paid overtime compensation [only] for travel time as provided in Section 308.6 and for actual work time up to regular work hours unless the provisions of Section 308.14 are applicable.

### 308.8 PREARRANGED OVERTIME

When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on work days outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, [provided, however, that if such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for travel time from his living quarters] and for actual work time up to regular work hours unless the provisions of Section 308.14 are applicable; (2) on non-work days outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith [provided, however, that if such employee continues to work into or beyond regular work hours, travel time only from his living quarters] shall be paid for; and (3) on non-work days during regular work hours he shall be paid overtime compensation [only] for actual work time and travel time in connection therewith. For the purpose of this Section prearranged work shall be deemed to be work for which **minimum of 48 hours** advance notice has been given by the end of his regular [preceding] work hours on a regular work day.

### 308.9 MINIMUM PAY

Union proposes the deletion of this Section.

### 308.10 MAXIMUM TRAVEL TIME

Union proposes the deletion of this Section.

### 308.11 MINIMUM PAY — CANCELLATION

If an employee is instructed by his supervisor to report for prearranged work on a non-work day, or on a holiday which he is entitled to take off with pay, and such work is cancelled, he shall be paid overtime compensation for a minimum of 4 hours, **exclusive** [inclusive] of any travel time as provided in Section 308.8, if he is not given notice of the cancellation of such work by the end of his [preceding] regular work hours [period] on a regular work day.

### 308.14 REST PERIODS

(a) There shall be included as hours worked at the overtime rate in such 16 hour period any travel time and meal time to which the employee is entitled when emergency or prearranged work is performed, [except that any travel time and meal time to which he is entitled after being dismissed from work shall be included in the computation of the 8 hour rest period.]

(e) (1) If the rest period overlaps his regular work hours but does not extend into the second half of his work day, the employee [may] shall be excused from reporting for work until the beginning of

the second half of his work day, and in such event he will be paid for the time between the expiration of the rest period and the end of the first half of his work day.

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

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a work day without having had a rest period of 8 consecutive hours, in which event he shall be paid at 3 [2] times the straight rate of pay for all work performed until he has been relieved from duty for at least 8 consecutive hours.

### 308.15 3 WEEK LIMIT

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.

(a) Employees shall not be required to work more than 4 consecutive workweeks of 6 days without having 2 consecutive days off.

## BASIC WAGE SCHEDULE

### EXHIBIT X — PHYSICAL

Union proposes that a general wage increase in an amount designed to improve all bargaining unit employees' standard of living be applied to all bargaining unit classifications.

There are several classifications that, due to changes in responsibility, necessary skill and knowledge, and other reasons, need to have their wage rates adjusted over and above the general increase. Union will submit specific proposals to this effect as bargaining progresses.

There are other areas that the Union Committee will be raising during the course of negotiations that have not been directly spoken to in this initial proposal. Those areas include, but are not limited to, such things as training programs for Steam and Pipe Line Operating Department, the current Meter Reading re-routing program and the time involved in access to the job site due to security checks, remote locations, etc.

### EXHIBIT X

#### STEAM GENERATION DEPARTMENT

Union proposes to: 1. Regroup steam generation power plants to better reflect the job qualifications, duties, and work load in comparison to each steam plant. 2. Union also proposes to increase re-grouped power plant classifications 4% above present weekly wage rates and to increase the spread between Group 1 plants Control Operator and Sr. Control Operator classifications.

### EXHIBIT I

#### EDUCATION ASSISTANCE

#### Refunds

E. Refunds exceeding \$800 per calendar year to any one employee will not be allowed except under unusual circumstances. Requests for refunds in excess of \$800 in any one year will be considered . . .

### TITLE 600

Union would like to discuss adding Meter Readers to the Line of Progression of Reserve Gas Serviceman or Apprentice Gas Serviceman.

Union would like to discuss performance standard auditing of Gas Servicemen and Meter Readers.

Union would like to discuss altering the format for payroll check stub design to allow for additional information.

Reclassify Reserve Serviceman to Apprentice Serviceman.

### TITLE 600

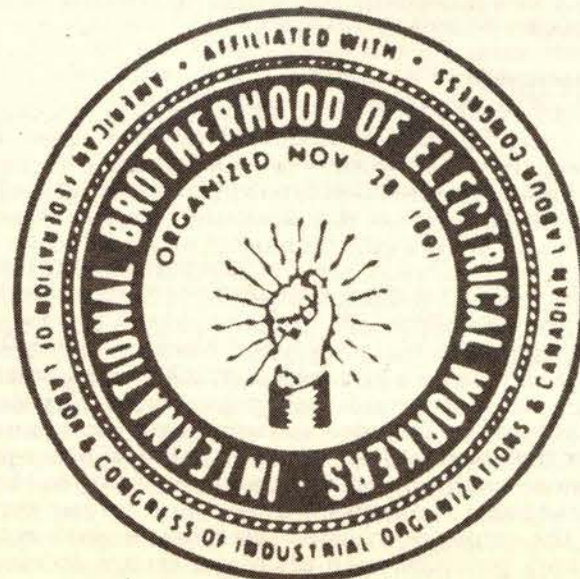
The Union proposes to delete the phrase "welding" from the classification of 1120 Machinist and from the Apprentice Machinist 1121 training program.

### TITLE 600

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

Add Lead Electrician — This proposal would establish a new job definition and Line of Progression.

In addition to the job definitions of a 0470 Electrician the "Lead Electrician" of a two man unit will layout and direct the work. This will include clearance coordination and switching. The switching shall be limited to an acceptable standard. (The rate differential to be established at four percent above Electrician's rate).





# CLERICAL PROPOSALS

## UNION'S PROPOSAL PG&E CLERICAL AUGUST 27, 1982 TITLE 1. PREAMBLE

### 1.2 NONDISCRIMINATION

It is the policy of Company and Union not to discriminate against any employee because of race, creed, or religion, physical or mental handicap, sex, **sexual preference**, color, age, national origin or veteran's status as defined under any Act of Congress.

### 1.4 SEXUAL HARASSMENT

It is the policy of Company and Union not to commit any repeated or unwelcome verbal or physical sexual advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone in the workplace which are offensive or objectionable to the recipient or which cause the recipient discomfort or humiliation or which interfere with the recipient's job performance, emotional stability, job evaluation or promotional possibilities. This also includes definition under any Act of Congress.

## TITLE 4. UNION SECURITY

### 4.1 UNION SHOP

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

(b) Delete

(c) becomes (b):

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

### 4.3 CHECK-OFF OF DUES

COMPANY SHALL DEDUCT FROM THEIR WAGES AND PAY OVER TO THE PROPER OFFICERS OF Union the membership dues of the members of Union [or agency fees of any other regular employee] as provided for in Subsection 4.1(a) who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by Company and Union.

5.6 The Company will notify the respective Business Representative or designate at least three (3) days in advance of new potential bargaining unit employees orientation meeting schedule. Company shall provide paid time, not to exceed two (2) hours, and meeting room facilities at the conclusion of it's orientation for the Union's orientation of employees.

### 6.6 UNION LEAVE OF ABSENCE

Subject to the provisions of Section 6.1 Company shall at request of Union grant a "leave of absence" without pay to any employee for the purpose of engaging in Union business. Such "leave" shall be for a period or periods not to exceed a total of 48 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.

Union would like to discuss Dress Standards of Customer Service Clerks.

### 6.9 FUNERAL LEAVE

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

(c) Delete

### 6.10 JURY DUTY

(a) [Regular] Employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be rescheduled to a first shift during such a period of time at the straight rate of pay, and such employees assigned to a second shift who are actually impaneled on a jury or are required to report to the jury commissioner on a second consecutive workday or more shall be rescheduled to a first shift 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-workdays 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 workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work.

(b) Delete

### 6.11 WITNESSES

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

### 6.12 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.

## NEW SUBSECTION

### 6.13 CHILD CARE LEAVE

A regular employee shall be entitled up to 12 months "leave of absence" to care for a newborn baby without pay. Sections 6.1, 6.2, 6.3, 6.4 and 6.5 shall apply to this section.

## TITLE 7. SICK LEAVE

### 7.1 QUALIFICATION AND RATE OF COMPENSATION

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

### 7.2 ACCUMULATION

A regular employee, in addition to his annual sick leave which he is allowed under the provisions of Section 7.1, shall be allowed further sick leave with pay which shall not exceed the cumulative total of his unused annual sick leave [in the eight years immediately preceding].

### 7.6 HOURLY INCREMENTS

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

### 7.8 ABUSE

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

### 8.2 VACATION ALLOWANCE

(b) In the subsequent calendar year and in each year thereafter, up to and including the 5th calendar year following his employment date, a regular employee shall be entitled to a vacation of ten work days with pay.

(c) In the 6th calendar year and in each year thereafter up to and including the 13th calendar year following his employment date, a regular employee shall be entitled to a vacation of 15 workdays with pay.

(d) In the 14th calendar year and in each year thereafter up to and including the 21st calendar year following his employment date, a regular employee shall be entitled to a vacation of 20 workdays with pay.

(e) In the 22nd calendar year and in each year thereafter (up to and including the 29th calendar year effective in 1981 and thereafter) following his employment date, a regular employee shall be entitled to a vacation of 25 workdays with pay.

(f) **In the 30th calendar year and in each year thereafter up to and including the 34th calendar year following his employment date, a regular employee shall be entitled to a vacation of 30 workdays with pay.**

(g) **In the 35th calendar year following an employee's employment date and in each year thereafter, a regular employee shall be entitled to a vacation of 35 workdays with pay.**

### 8.3 SERVICE ANNIVERSARY VACATION — BONUS VACATION

(b) In each of the first five calendar years following his employment date an employee who has used five days or less of paid or unpaid sick leave in the preceding year shall be entitled to **two days** of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 8.2. An employee must complete one year of Service before becoming qualified for such day. In the 10th calendar year following an employee's employment date and in each 5th calendar year thereafter an employee who has used 25 days or less of sick leave during the five preceding calendar years shall be entitled to **seven** bonus days of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 8.2. The bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for a bonus vacation and must be taken in that calendar year. An employee acquires no right to all or any part of the bonus vacation unless such employee works in the calendar year in which it is granted. (The provisions of this Section shall not apply to part-time or intermittent employees.)

### 8.5 FORFEITURE OF VACATION

(c) **Any employee who is effected under this Section shall be notified in writing and a copy of the notification shall be placed in the employee's personnel file.**



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

### 8.8 HOLIDAYS DURING VACATION

If any of the holidays enumerated in Section 14.1 occurs during an employee's vacation it shall not be counted as one day of vacation. The employee shall receive pay for the holiday as such. [At its option] Company shall permit the employee to take off with pay the additional day of vacation. [provided thereby, or shall give him one day's pay in lieu thereof. If Company permits an employee to take another vacation day off with pay, it shall notify the employee of its decision before the beginning of the vacation period which includes the holiday.] If a holiday occurs on a non-work day in conjunction with an employee's vacation, the provisions of Section 14.6 shall be applicable.

### 8.12 STARTING DAY

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

### 9.3 (3) TIME LIMITS

(c) When the Company determines that an employee's conduct is subject to discipline, Company shall act upon such determination within 10 working days of the occurrence of such conduct or the issue shall be considered closed.

### 9.6 STEPS

#### STEP FOUR DIVISION OR DEPARTMENT JOINT GRIEVANCE COMMITTEE

To the Joint Grievance Committee . . . .

An additional Joint Grievance Committee . . . .

There shall be no permanently established Joint Grievance Committee for the Design-Drafting Department, the Mail Room of the General Office Building Department, Computer Operations Department [and] Reprographics Section and Diablo Canyon Power Plant. Whenever a case is to be referred to a Joint Grievance Committee under this procedure in any of the above-named departments, a Committee shall be established consisting of three members appointed by Company's Department Head and three members appointed by Union in addition to a Company-appointed Industrial Relations Representative and a Union-appointed Business Representative. The Committee thus established shall meet within ten workdays of its establishment and shall have all the duties and perform the same functions as a Division Joint Grievance Committee with respect to the grievance or grievances on its agenda.

### TITLE 10 HOURS OF WORK

Modify Letter of Agreement 79-103-PGE to provide that Clerks accumulating 37.50 hours shall be entitled to leave on Friday or to take a short day during the week as provided in other Flextime agreements.

### TITLE 10 HOURS OF WORK

Union proposes the following Flextime schedule for Meter Readers:

1. Basic work hours: 6:00 a.m. to 6:00 p.m.
2. All Meter Readers in Local 1245 will be entitled to flextime scheduling.
3. The basic workweek will consist of 5 days per week, Monday through Friday, 7 1/2 hours per day average, or hours per day maximum unless authorized to work overtime.
  - a. Accumulated work time for the week must be at least 37 1/2 hours.
  - b. Rest breaks for coffee and other personal business taken during 6:00 a.m. - 6 p.m. work day will not accumulate credit toward the 37 1/2 hours work time.
  - c. Forty hours a week may be worked. The time accumulated may be taken together either the last week of the month or in the following month, but no later.
  - d. Half-hour lunch breaks will be on paid time.
4. While the basic goal is to provide employees with a maximum choice with regard to work hours, it may be necessary for the Company to adjust an individual's flextime schedule in order to meet the requirements of the job. The Company shall endeavor to do so on a voluntary basis. If voluntary coverage is not available, the Company will assign employees to work on the basis of qualifications and in reverse seniority order. The Company will attempt to rotate employees to provide fair distribution of Friday afternoon work.
5. If conditions other than those set forth in these guidelines are imposed on an employee's schedule, Company shall notify the Union, no less than three working days prior to the effective date of such changes.
6. Employees off sick must notify the immediate supervisor of the fact at or before 7:00 a.m. to allow work to be properly planned. Establishment of flexible work hours in no way alters sick leave privileges to which an employee is entitled under Title 7 of the Company's agreement with IBEW. Flextime does, however, offer employees the option of conserving their sick leave if they wish by prudent scheduling of medical and dental appointments.
7. Overtime pay will not be authorized until an employee has

clocked 7 1/2 hours for a regular day or 37 1/2 hours of accumulated clock time (or its equivalent) on Friday. Authorized overtime will start for time after 7 1/2 or 8 hours or 37 1/2 or 40 hours at the option of the employee.

8. Two options are available to employees covered under the flextime agreement for time off on Good Friday.

- a. If you wish to take time off with pay in order to attend religious services between the hours of 12 noon and 3:00 p.m., your workday will commence at 8:00 a.m. and be completed at 4:00 p.m. Lunch will be 1/2 hour commencing at 12 noon. A morning coffee break of 15 minutes will be allowed; however, the afternoon coffee break of 15 minutes will be included in the period 12 noon to 3:00 p.m. This day will be considered a standard day and the accumulator will not be used.

- b. You may elect to continue on your flextime schedule and record time on the accumulator.

Employees electing to observe Good Friday with pay (option 1) will be required to notify their supervisor no later than the Friday preceding Good Friday.

9. Initial trial period shall be 6 months. Subsequently, if both Union and Company agree it will be made permanent.

### 10.4 REGULAR HOURS OF WORK

In general, and except as otherwise provided herein, the regular hours of work shall be from 8:00 A.M. to 5:00 P.M. with not more than 1 hour off for lunch. The lunch period shall be scheduled between 11:00 A.M. and 2:00 P.M. and when scheduled for less than 1 hour, adjustment to correspond thereto shall be made in hours of work. If an employee's regular lunch period is advanced or delayed, employees shall be paid at the overtime rate for work performed in the regular lunch period and may eat their lunch on Company time.

### 10.5 PUBLIC CONTACT HOURS

As service to the public requires, or when established office hours are other than from 8:00 A.M. to 5:00 P.M., public contact employees may be regularly scheduled to work hours other than from 8:00 A.M. to 5:00 P.M. The work day of employees who report for their days work between 9:00 A.M. and 1:00 A.M. inclusive, shall consist of 8 consecutive hours.

### 10.6 EXCEPTIONS TO 10.4

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

The work day of employees who report for their days work between 9:00 A.M. and 1:00 A.M. inclusive, shall consist of 8 consecutive hours.

### 10.9 FLEXTIME

When employees within their headquarters, section, department or unit request flextime scheduling, the Union and Company shall form a committee to negotiate such scheduling.

### 11.2 AMOUNT OF PREMIUM

(a) No shift premium shall be paid for the first shift. An hourly premium of 5% of the weighted average straight-time rate of all employees represented by the Union (rounded to the nearest full cent per hour) shall be paid for work performed in the second shift, and an hourly premium of 10% of the weighted average straight-time rate of all employees represented by Union (rounded to the nearest full cent per hour) shall be paid for work performed in the third shift. 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 such employee immediately preceding or following such employee's regular hours of work and as an extension thereof. If an employee is scheduled to work during a shift other than such employee's regularly scheduled shift, and such work does not immediately precede or follow such employee's regularly scheduled shift, the employee shall be paid the shift premium, if any, which is applicable to the shift in progress as of the time the employee starts such work.

### 11.8 BILINGUAL PREMIUM

In addition to any other compensation due an employee, Company shall pay to any Bilingual employee a 5% premium above his or her weekly rate, if he or she is required to use more than one language weekly in the performance of his or her job duties.

### 12.2 RATE AND DOUBLE TIME CONDITIONS

(a) In general, overtime compensation at the rate of 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 12.1. Delete (b), (c), (d) and (e).

### 12.3 EQUAL DISTRIBUTION

(a) Overtime work shall be distributed among employees within a department as equally as practicable. The Office Supervisors clerical force will post the prearranged overtime worked or credited as worked for each person for that week.

### 12.7 PREARRANGED OVERTIME

When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on work days outside of his regular work hours, he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for travel time from his living quarters and for actual work time up to regular work



hours unless the provisions of Section 12.10 are applicable; (2) on non-work days **or on holidays**, [outside of his regular work hours,] he shall be paid overtime compensation for actual work time and travel time in connection therewith, [provided, however that if such employee continues to work into or beyond regular work hours, travel time only from his living quarters shall be paid for; and (3) on non-work days during regular work hours he shall be paid overtime compensation only for actual work time.] For the purpose of this Section prearranged work shall be deemed to be work for which advance notice has been given by the end of his preceding work period on a work day.

#### 12.10 REST PERIODS

(a) There shall be included as part of the 8 hours worked at the overtime rate in such 16 hour period any travel time and meal time to which the employee is entitled when emergency or prearranged work is performed. **Travel time and meal time to which he is entitled after being dismissed from work shall not be included as hours worked in such period and shall not be included in the computation of the 8 hour rest period.**

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

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a work day without having had a rest period of 8 consecutive hours, in which event he shall be paid at **3** times the straight rate of pay for all work performed until he has been relieved from duty for at least 8 consecutive hours.

(g) **An employee who works overtime between the eighth (8th) and fourth (4th) hours preceding the commencement of his next regularly scheduled basic work period, if such overtime is not part of a period of sixteen or more hours of work, shall be entitled to the time off at the beginning of his next regularly scheduled basic work period without loss of pay, equivalent to the number of overtime hours actually worked during the eight hours immediately preceding the commencement of such work period. However, the Company may request the employee to waive the time off and to continue to work. If the employee does continue to work pursuant to such request, he shall receive pay at the double time rate, during his basic work period which he would otherwise have been entitled to take off.**

#### 13.4 TEMPORARY UPGRADE

**When an employee is temporarily assigned to work in a classification higher than his regular classification for 2 hours or more, such employee shall be paid at the wage rate of the higher classification. He shall be paid for the time worked in the higher classification at the highest wage rate of the following:**

(a) the first step of the wage progression of such classification which is higher than his present wage rate, or

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

(c) the top rate of pay of such higher classification if he has previously been demoted from a clerical classification having a higher wage rate than the classification to which he has been temporarily assigned.

#### 14.1 HOLIDAY ENTITLEMENT

**All employees who are not on a "leave of absence" and who:**

(a) Are paid for the work days immediately before and after the holiday, or

(b) 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

(c) 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 14.7 be entitled to have the following holidays off with pay when they fall on a work day in his basic workweek:

**ADD: Martin Luther King's Birthday, January 15; see contract for other holidays.**

#### 14.2 BIRTHDAY HOLIDAYS

(b) An employee by written agreement with his immediate supervisor not in the bargaining unit may elect to take another day as his Birthday Holiday. Such agreement must be reached at least **15** days in advance of his birthday.

(c) Delete

#### 14.3 FLOATING HOLIDAYS

(b) Delete

#### 14.7 Delete

#### 14.8 PAY FOR HOLIDAY WORK ON NON-WORKDAY

If an employee is required to work on a holiday which falls on a non-work day or on a work day outside his basic workweek, he shall be paid overtime compensation at **2** times his straight rate of pay for all time worked on such day.

#### 14.9 Delete

#### 15.2 TRANSPORTATION

(a) If it becomes necessary for an employee to perform temporary work away from his headquarters, Company shall provide transportation or shall reimburse him for the cost of using public transportation, provided, however, that if solely for Company's convenience an employee uses his personal automobile, Company shall reimburse him therefor on the basis of mileage rates negotiated by Company and Union from time to time.

(b) **A car shall be assigned to each Meter Reader. In offices where Meter Readers are willing to be compensated for using their own cars, they will be entitled to a vehicle mileage allowance. The mileage rates will be negotiated by Union and Company from time to time.**

#### TITLE 16. MEALS

Union would like to discuss problems related to meter readers taking their noon meals and breaks.

#### 16.2 MEALS - WORK BEYOND QUITTING TIME

(a) If Company requires an employee to perform work for [more than] one hour or more beyond the employee's regularly scheduled eight-hour work period, it shall provide the employee with a meal approximately one hour after regular quitting time and with a second meal at the end of five hours if one can be provided. Except, if it is known that work will continue for more than five hours, the employee shall be entitled to meals at approximately four hours but not more than five hours if one can be provided for as long as the employee continues such work. The cost of any such meal and the time necessarily taken to consume same shall be at Company's expense. When a meal is taken at Company's expense following dismissal from work, the time allowance therefor shall be one-half hour.

#### 17.3 SERVICE

Service is defined as the length of an employee's continuous employment since his Employment Date with Company, a Predecessor Company, any Company or Association named in Section 17.2 above, and as provided hereafter in Section 17.4. The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason or layoffs for lack of work which extend for **three** continuous years 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 **three** continuous years caused by layoff for lack of work.

#### 18.3 FILLING TEMPORARY VACANCIES

(a) Whenever a vacancy occurs in any job classification, Company may temporarily fill it by assignment, **but in no instance for more than a period which exceeds 6 consecutive calendar months.** In making temporary assignments to fill job vacancies, Company shall first consider employees in Relief classifications, and then, when practicable, consider the employees at the headquarters in which the job vacancy exists in the order of their preferential consideration under Section 18.8. The foregoing shall apply whether or not the vacancy is one which must be filled on a regular basis.

#### 18.4 PREBID PROCEDURE

Union would like to discuss changes in this Section that would "freeze" the prebid list when the job becomes vacant.

#### 18.5 FILLING BEGINNER'S CLASSIFICATIONS

Union would like to discuss at the negotiating table Title 18.5 — Filling Beginner's Classifications.

**18.5 (a)** Union would like to discuss the application of 18.5 (a)

#### 18.6 COMPANY ASSIGNMENT

Union proposes to delete this Section.

#### 19.7 LAYOFF

(a) If there is no job to which Company can demote an employee under Section 19.3, or if the employee does not effect a displacement under any of the elections in Sections 19.4 and 19.5, and 19.6, he will be laid off.

(b) **An employee who is laid off shall receive two weeks pay for each year of Service.**

#### 19.8 MOVING ALLOWANCE

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 **\$2,000.** (Amended 1-1-80)

#### 19.9 ACCELERATED PROMOTION

Union would like to discuss "Accelerated Promotion" to include transfers.

#### 19.10 DEMOTION INTO UNIT FROM OUTSIDE

Union proposes to delete this Section.

#### 19.14 JOB SECURITY CLAUSE

**The Company shall retain any employee whose loss of job is due to technological advancements. The employee shall not take a decrease in pay or lose any rights or benefits.**

Renumber 19.14 to:

#### 19.15 DEMOTION OF UNIT EMPLOYEE

An employee who is demoted for any reason . . . .

Renumber 19.15 to:

#### 19.16 DEMOTION OF NON-UNIT EMPLOYEE INTO UNIT

A supervisory or other employee who was not . . . .

Renumber 19.16 to:

#### 19.17 RELOCATION OTHER THAN FOR LACK OF WORK

When it becomes necessary to relocate . . . .



### 20.1 (c) MISSED METER CLAUSE

If an employee misses a meter because of any hazardous condition they shall not be given a missed read.

### TITLE 20 and 105. SAFETY

### 20.2 RIGHT TO KNOW

Within 15 calendar days of a request from Union or from an employee who is, has been, or will be assigned to work involving potential exposure to a toxic substance or harmful physical agent, Company shall provide copies of all relevant and available exposure records, medical records, and analyses of these records.

Exposure records shall include, but not be limited to, industrial hygiene testing results, biological monitoring results, Material Safety Data Sheets (MSDS), manufacturer's labels, and product data sheets.

Company may require written consent from the affected employee(s) before providing copies of medical records to Union or to other employees.

(a) Company shall make its best effort to obtain Material Safety Data Sheets (MSDS) or the equivalent from the manufacturer or supplier of every toxic substance to which the employee may be exposed.

If Material Safety Data Sheets (MSDS) or the equivalent are unavailable, incomplete, or misleading, Company shall discontinue use of the product.

(b) Company shall preserve and maintain 1) employee medical records for the duration of employment plus at least 30 years; 2) exposure records for at least 30 years; and 3) any analyses of exposure and medical records for at least 30 years.

For potentially exposed employees, Company shall provide annual training on the availability and contents of the applicable Material Safety Data Sheets (MSDS).

### 20.3 ACCIDENT/INCIDENT ADVISORY INVESTIGATING COMMITTEE

At the request of either the Company or the Union, an accident or incident of a serious nature shall be investigated by a joint advisory investigating committee. Such investigation shall take place in a timely manner not to exceed 48 hours. The joint committee shall consist of not more than (4) four employees, (2) two members shall be appointed by the Company and (2) two by the Union.

### 20.4 NOTIFICATION

The Company will promptly notify the Union Business Representative of any accident resulting in death or serious injury to an employee.

In the event the Union Business Representative is not available, the Company shall call the Union's appointee. A list of appointees shall be furnished for each headquarters.

### 24.5 CONTRACTING

(d) Company agrees that the persons performing such work will, when not covered by another Union agreement, work in accordance with the schedule of hours and be paid an amount which is at least equal to the wage rates, including overtime and premium pay, provided in this contract for appropriate classifications.

### 24.6 RAIN GEAR

Company shall make rain gear available for Meter Readers. Rain gear shall include hats, coats, pants, and boots.

### 26.1 INCLEMENT WEATHER

Regular employees who report for work on a workday, shall not be required to work in the field because of inclement weather or other similar cause, shall receive pay for the full day. During such day they may be held and given first aid, safety or other instruction, or may be required to perform miscellaneous work in the office. For the purposes of Title 26 only — Inclement weather shall be defined as follows: Steady rain (not to include drizzling rain), extreme fog conditions (when driving is impaired) or heavy snowfall or icy conditions (when chains are required).

26.2 Probationary employees who report for work on a work day but are not required to work in the field because of inclement weather or other similar cause shall be paid only for the time they work or are held by the Company, except, however, that they shall be paid compensation for not less than 2 hours.

26.3 If an employee, who is assigned to dual classifications on either a regular basis or a temporary basis, other than a time card basis, and who works in such dual classifications on a recurring schedule determined in advance, is not required to work by reason of inclement weather, his inclement weather pay under the provisions of Sections 26.1 and 26.2 shall be based on the rates of pay which would have been applicable had he continued to work as scheduled.

26.4 If an employee, who is assigned to dual classifications on either a regular basis or a temporary basis other than a time card basis, but does not work on a predetermined recurring schedule, is not required to work by reason of inclement weather. His inclement weather pay 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 except, however, if the classification in which he would have been required to work was determined in advance, his inclement weather pay shall be based on the rate of pay of such classification.

26.5 The inclement weather pay of an employee who works in other than his regular classification on a time card basis, shall be based on the rate of pay of his regular classification.

26.6 The inclement weather pay of an employee, who is temporarily upgraded other than on a time card basis, shall be based on the

rate of pay of the job to which he is temporarily upgraded.

### 105.6 (C) HAZARDOUS ANIMAL CLAUSE

An employee shall not be disciplined for any injury caused by an animal.

### EXHIBIT I EDUCATION ASSISTANCE

E. Refunds exceeding \$800 per calendar year to any one employee will not be allowed except under unusual circumstances. Requests for refunds in excess of \$800 in any one year will be considered . . .

### BASIC WAGE SCHEDULE

### EXHIBIT F — CLERICAL

Union proposes that a general wage increase in an amount designed to improve all bargaining unit employees' standard of living be applied to all bargaining unit classifications. There are several classifications that, due to changes in responsibility, necessary skill and knowledge, and other reasons, need to have their wage rates adjusted over and above the general increase. Union will submit specific proposals to this effect as bargaining progresses. There are other areas that the Union Committee will be raising during the course of negotiations that have not been directly spoken to in this initial proposal.

Union would like to discuss altering the format for payroll check stub design to allow for additional information.

### CLERICAL JOB DEFINITIONS

Job definitions shall be established for Meter Reader, Head Meter Reader, Adjustor, and Collector classifications.

THE UNION WOULD LIKE TO DISCUSS A METER READER INTERIM NEGOTIATING COMMITTEE

A committee would be established within 3 months of the conclusion of 1983 negotiations to review the meter reader standard practices, meter reader responsibility summary, the meter book (including coding, instructions in book, referencing system), the standards and the training of meter readers (new hires/transfers and on-going training).

The goal of this committee would be to bring these documents and the training program up to date, make them consistent with each other and provide clear, concise, fair and practical job expectations for the meter reader.

Union would like to discuss Dress Standards of Customer Service Clerks.

## BENEFITS PROPOSALS

### UNION'S PROPOSAL PG&E, PHYSICAL, CLERICAL, STAN PAC, AND PGT BENEFITS AUGUST 27, 1982

The following proposals to amend, in part, the Health Plan, the Dental Plan and the Retirement Plan constitute the initial position of the Negotiating Committee of Local Union 1245, IBEW and may be amended or supplemented as bargaining progresses.

### PART I BENEFIT AGREEMENT

#### 1.03 Amend this subsection to read:

Any dispute between an Employer, Employee or Union regarding matters relating to the **Benefit Agreement** shall be determined in accordance with the provision of the grievance procedure of the appropriate current Agreement between such Employer and Union establishing wages, hours, and working conditions for such represented employee.

### PART II GROUP LIFE INSURANCE AND LONG TERM DISABILITY

#### Part A — GROUP LIFE INSURANCE

#### 2.06 (a) AMOUNT OF COVERAGE AND COST

Amend this subsection to read:

(a) **Normal Coverage.** The amount of a Participant's normal life insurance coverage is twice the Participant's annual rate of pay (rounded to the next higher \$100), excluding overtime pay and all forms of special compensation. Effective January 1, 1983, the cost to a Participant is **two cents** a month per \$100 of insurance.

#### 2.10 RETIREMENT OR TERMINATION OF EMPLOYMENT

Amend this Subsection to read:

When a Participant retires under the Company's Retirement Plan the full amount of insurance coverage continues for 31 days. Following that period the Company will continue life insurance coverage for the Participant's lifetime equal to the Participant's **annual rate of pay preceding retirement less \$4,000 at no cost** to the Participant. At the end of the 31-day period the balance of the insurance over the amount equal to the Participant's **annual rate of pay preceding retirement less \$4,000 ends** unless the Participant converts the policy as provided in Section 2.11. If a Participant resigns, is laid off, or is discharged, the insurance continues in force for 31 days and then ends, unless the Participant converts the policy as provided in Section 2.11.

### COST OF LIVING ADJUSTMENT

Union proposes that a Cost-of-Living increase be given to the employees currently on LTD. Amount to be discussed later.



### PART III RETIREMENT PLAN

#### 3.03 SERVICE

Add Subsection:

(c) All current and accumulated sick leave will be considered as Credited Service at Retirement. Total sick leave hours will be divided by eight and that calculation will be multiplied by .004 which will result in a portion of one year. For example, 400 sick leave hours ÷ 8 = 50 work days × .004 = .2 years of Credited Service.

#### 3.06 BASIC PENSION BENEFIT FORMULA

Amend Subsection 3.06(a) to read:

(a) The monthly amount shown in the following table times years of Service to the nearest half month:

New Proposed Monthly Amounts Basic Weekly Pay as of 1/1/83*	Pension Band	Monthly Benefit Per Year of Service for Employees Retiring in:	
		1983	1984**
Up to \$379.99	1	\$23.87	\$26.98
\$380 - \$389.99	2	24.50	27.69
\$390 - \$399.99	3	25.13	28.40
\$400 - \$409.99	4	25.76	29.10
\$410 - \$419.99	5	26.38	29.81
\$420 - \$429.99	6	27.01	30.52
\$430 - \$439.99	7	27.64	31.23
\$440 - \$449.99	8	28.27	31.94
\$450 - \$459.99	9	28.90	32.65
\$460 - \$469.99	10	29.53	33.36
\$470 - \$479.99	11	30.15	34.07
\$480 - \$489.99	12	30.78	34.78
\$490 - \$499.99	13	31.41	35.49
\$500 - \$509.99	14	32.04	36.20
\$510 - \$519.99	15	32.67	36.91
\$520 - \$529.99	16	33.30	37.62
\$530 - \$539.99	17	33.92	38.33
\$540 - \$549.99	18	34.55	39.04
\$550 - \$559.99	19	35.18	39.75
\$560 - \$569.99	20	35.81	40.46
\$570 - \$579.99	21	36.44	41.17
\$580 - \$589.99	22	37.06	41.88
\$590 - \$599.99	23	37.69	42.59
\$600 - \$609.99	24	38.32	43.30
\$610 - \$619.99	25	38.95	44.01
\$620 - \$629.99	26	39.58	44.72
\$630 - \$639.99	27	40.21	45.43
\$640 - \$649.99	28	40.83	46.14
\$650 - \$659.99	29	41.46	46.85
\$660 - \$669.99	30	42.09	47.56
\$670 - \$679.99	31	42.72	48.27
\$680 - \$689.99	32	43.35	48.98
\$690 - \$699.99	33	43.97	49.69
\$700 - \$709.99	34	44.60	50.40
\$710 - \$719.99	35	45.23	51.11
\$720 - \$729.99	36	45.86	51.82
\$730 - \$739.99	37	46.49	52.53
\$740 - \$749.99	38	47.12	53.24
\$750 and Up	39	47.74	53.95

\*The Monthly Benefit Per Year of Service amount each year of the Term is determined by the Employees Basic Weekly Pay on the effective date of any Retirement Plan Agreement, therefore each Participant will retain the same Pension band number for the full Term of any Agreement with some exceptions. Refer to Section 3.23, Definitions of Basic Weekly Pay.

\*\*Monthly Benefit Per Year of Service amounts for the last year of the Agreement continue unless amended through bargaining.

Amend Subsection 3.06 (a) (1) to read as follows:

#### 3.06 (1) ADDITIONAL RETIREMENT INCOME

Each Participant shall upon retirement, in addition to the monthly pension benefit provided for in Subsection 3.06(a) above, be entitled to additional monthly pension income, as computed below, for temporary upgrades, traveling adjustments, shift premiums, Sunday premiums, and nuclear premiums. This provision does not apply to periods prior to January 1, 1978.

Additional Retirement Income is computed as follows:

The actual straight-time compensation received by Participant for temporary upgrades, traveling adjustments, shift premiums, Sunday premiums, and nuclear premiums during Participant's three consecutive years prior to retirement in which such additional income was at its highest level shall be totaled and divided by 156 (weeks in three years).

The foregoing shall be multiplied by a factor to determine Participant's additional monthly retirement income per year of Service. The factor referred to is computed on the effective date of any plan agreement by dividing applicable first year Monthly Benefit Per Year of Service amount by the maximum Basic Weekly Pay provided for that monthly amount. For example, assuming Pension Band 5 applies to a Participant who retires in any year of the contract term, the factor would be .06282 (\$26.38 ÷ \$419.99).

Amend Subsection 3.06 (b) to read as follows:

(b) Applicable only to Participants whose Service began on or before December 31, 1976, and who retire with four to 20 years of Service at age 55 or more or who quit prior to age 55 and who have at least 10 years of Service but less than 20 years of Service: (effective until January 1, 1997).

Such a Participant shall have the appropriate Monthly Benefit Per Year of Service provided in Subsection 3.06(a) above increased by multiplying it by the factor below which corresponds to Participant's

years of Service upon retirement. For example, assuming Pension Band 5 applies to a Participant who retires with 10 years of Service, the factor would be 1.3333 times the 1983 Monthly Benefit of \$26.38 which results in a Pension of \$351.72.

Years of Service	Factor	Years of Service	Factor
4	2.3333	12	1.2222
5	2.0000	13	1.1795
6	1.7777	14	1.1429
7	1.6190	15	1.1111
8	1.5000	16	1.0833
9	1.4074	17	1.0588
10	1.3333	18	1.0370
11	1.2727	19	1.0174

Amend Subsection 3.06 (c) to read:

(c) Applicable only to Participants whose Service began on or before December 31, 1976, and ends on or before **December 1, 1984** — Fifty percent of the Participant's Highest Monthly Average Covered Compensation during any period of 60 consecutive months, minus an amount equal to one-half of the Primary Social Security Benefit, provided the Participant has 30 years of Service. (Such computation does not in any way affect the amount of Social Security Benefits to be paid.) The 50 percent shall be increased by 1/24th of one percent for each month of Service in excess of 30 years and shall be reduced by 1/12th of one percent for each month of Service less than 30 years.

#### 3.07 EARLY RETIREMENT PENSION BENEFIT FORMULA

SPECIAL PROVISION B Amend to read:

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

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

#### 3.10 FORMS OF PENSION

Change the formats of Special Provision's C and D as shown in charts at top of next page.

#### 3.11 SPOUSE'S PENSION

Amend to read:

(a) If a married Participant dies while employed by an Employer and prior to the Actual Retirement Date, or within 30 days thereafter, the Participant's surviving Spouse will be eligible to receive a Spouse's Pension if the sum of the Participant's age and years of Service equaled **65** or more at the time of the Participant's death. (**64.5 or more is rounded to 65.**)

Amend Special Provision G to read:

**SPECIAL PROVISION G**  
**PENSION ADJUSTMENTS**

(a) Effective **December 31, 1983**, the Pension of any Participant who actually retired from the bargaining unit represented by Union prior to **December 31, 1982**, or the Pension of a person receiving a Spouse's Pension or a Joint Pension, will be increased by **eight** percent.

(b) Effective **December 31, 1984**, the Pension of any Participant who actually retired from the bargaining unit represented by Union prior to **December 31, 1983**, or the Pension of a person receiving a Spouse's Pension or a Joint Pension, will be increased by **eight** percent.

#### 3.23 DEFINITION AND CROSS-REFERENCE

Basic Weekly Pay: Amend to read:

(a) For an active Employee on the Actual Retirement Date: On the effective date of any Retirement Plan Agreement, the higher of Employee's straight-time rate of pay for the basic workweek, not including any temporary upgrade pay, any premium pay or any benefits of any kind, or the top rate of pay for the Employee's basic classification. If an Employee's pay rate is changed in accordance with the provisions of Section 204.4 or 304.4 of the Physical Agreement or Section 13.5 of the Clerical Agreement or Section 15.2 of the ESC Agreement, during the term of this Agreement, Employee's Basic Weekly Pay shall be the rate established on the first day of such change. An Employee who has at least 10 years of Service and who, due to a lack of work situation, or due to physical disability, is demoted, transfers or bids down during the **five** year period immediately preceding Participant's Actual Retirement Date shall be placed in the Pension-Band which provides the greater monthly pension benefit of the following: The Pension-Band in effect on Actual Retirement Date for either Participant's former classification held prior to such demotion, transfer or bid-down, or the Pension-Band of Participant's current classification.

#### ADDITIONAL PROPOSALS

**Union will raise the concept of a Joint Company Union Trusteeship on the Employee Benefit Finance Committee.**

**Union wishes to discuss the expansion of the Health and Dental Plans at retirement to include the following:**

- 1. Provide Dental coverage at Retirement.**
- 2. Provide Medical Coverage to an Employee's spouse in the event the Employee becomes sixty-five years old prior to spouse.**



**SPECIAL PROVISION C**  
**FACTORS TO BE APPLIED TO PARTICIPANTS RETIREMENT INCOME TO DETERMINE THE**  
**REDUCED ANNUAL PENSION PAYABLE TO JOINT PENSIONERS OPTION**  
**IF 50% OR 100% OF SUCH INCOME IS CONTINUED TO A DESIGNATED NON-SPOUSE**

AGE OF DESIGNATED NON-SPOUSE		50% OPTION ELECTION																
		(MALE PARTICIPANT WHOSE RETIREMENT AGE IS:)																
Male	Female	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	
45	50	.925	.918	.912	.905	.897	.889	.880	.871	.862	.851	.841	.830	.817	.805	.792	.778	
46	51	.928	.922	.915	.908	.901	.893	.885	.876	.866	.856	.845	.834	.823	.810	.797	.783	
47	52	.931	.925	.919	.912	.905	.897	.889	.880	.871	.861	.851	.839	.828	.815	.802	.789	
48	53	.934	.929	.922	.915	.909	.901	.893	.885	.875	.866	.855	.845	.832	.821	.808	.794	
49	54	.938	.932	.926	.920	.913	.905	.897	.889	.880	.870	.860	.849	.838	.826	.813	.800	
50	55	.941	.936	.930	.924	.917	.909	.902	.893	.885	.875	.865	.855	.843	.831	.819	.806	
51	56	.944	.938	.933	.927	.920	.914	.906	.897	.889	.880	.870	.860	.849	.837	.824	.812	
52	57	.947	.942	.936	.930	.924	.917	.910	.902	.894	.885	.875	.864	.854	.843	.830	.817	
53	58	.950	.945	.940	.934	.928	.921	.914	.907	.898	.890	.880	.870	.859	.848	.836	.824	
54	59	.952	.948	.943	.937	.932	.925	.918	.911	.902	.894	.885	.875	.866	.853	.842	.829	
55	60	.955	.951	.946	.941	.935	.929	.922	.915	.907	.899	.890	.880	.870	.859	.847	.835	
56	61	.958	.953	.948	.943	.938	.932	.926	.919	.911	.903	.894	.885	.874	.865	.853	.841	
57	62	.960	.956	.952	.947	.941	.936	.929	.923	.915	.908	.899	.890	.881	.871	.860	.848	
58	63	.963	.958	.955	.950	.945	.939	.933	.927	.920	.912	.904	.896	.886	.876	.866	.854	
59	64	.965	.961	.957	.952	.948	.942	.937	.930	.924	.917	.909	.900	.891	.882	.871	.860	
60	65	.967	.963	.959	.956	.951	.946	.941	.934	.928	.921	.914	.906	.897	.888	.878	.867	
61	66	.969	.966	.962	.958	.954	.949	.944	.938	.932	.926	.919	.911	.902	.893	.884	.873	
62	67	.971	.968	.965	.961	.957	.953	.948	.942	.937	.930	.924	.916	.908	.899	.890	.880	
63	68	.973	.971	.967	.964	.960	.956	.951	.946	.941	.935	.928	.921	.914	.905	.896	.886	
64	69	.975	.973	.970	.966	.963	.959	.955	.950	.945	.939	.933	.926	.919	.911	.902	.893	
65	70	.978	.975	.972	.969	.966	.962	.958	.953	.948	.943	.937	.931	.924	.917	.908	.899	
66	71	.979	.977	.974	.972	.969	.965	.961	.957	.952	.947	.942	.936	.929	.922	.914	.906	
67	72	.981	.979	.976	.974	.971	.967	.964	.960	.956	.951	.946	.940	.934	.927	.920	.912	
68	73	.983	.981	.979	.976	.973	.970	.967	.963	.959	.955	.950	.945	.939	.933	.925	.918	
69	74	.984	.982	.980	.978	.975	.973	.970	.966	.963	.958	.954	.949	.943	.937	.931	.924	
70	75	.985	.984	.982	.980	.978	.975	.972	.969	.966	.962	.958	.953	.948	.942	.936	.929	

NOTE: FACTORS FOR OPTIONS OF 25%, 33 1/3%, 66 2/3%, 75% AND 100% ARE AVAILABLE FROM THE ADMINISTRATOR

**SPECIAL PROVISION D**  
**FACTORS TO BE APPLIED TO PARTICIPANTS RETIREMENT INCOME TO DETERMINE THE**  
**REDUCED ANNUAL PENSION PAYABLE UNDER SPOUSE'S OPTION**  
**IF 50% OR 100% OF SUCH INCOME IS CONTINUED TO ELIGIBLE SPOUSE**

SPOUSE'S AGE AT PENSIONER'S RETIREMENT		50% OPTION ELECTION																
		(MALE PARTICIPANT WHOSE RETIREMENT AGE IS:)																
Male	Female	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	
45	50	.962	.959	.956	.952	.948	.944	.940	.936	.931	.926	.920	.915	.909	.903	.896	.889	
46	51	.964	.961	.958	.954	.951	.947	.942	.938	.933	.928	.923	.917	.911	.905	.899	.892	
47	52	.966	.963	.959	.956	.952	.948	.944	.940	.935	.931	.925	.920	.914	.908	.901	.894	
48	53	.967	.964	.961	.958	.954	.951	.947	.942	.938	.933	.928	.922	.916	.910	.904	.897	
49	54	.969	.966	.963	.960	.957	.953	.949	.944	.940	.935	.930	.925	.919	.913	.907	.900	
50	55	.970	.968	.965	.962	.958	.955	.951	.947	.942	.938	.932	.927	.922	.916	.909	.903	
51	56	.972	.969	.966	.964	.960	.957	.953	.949	.944	.940	.935	.930	.924	.918	.912	.906	
52	57	.973	.971	.968	.965	.962	.959	.955	.951	.947	.942	.938	.932	.927	.921	.915	.909	
53	58	.975	.973	.970	.967	.964	.961	.957	.953	.949	.945	.940	.935	.930	.924	.918	.912	
54	59	.976	.974	.971	.969	.966	.962	.959	.955	.951	.947	.942	.938	.932	.927	.921	.915	
55	60	.978	.975	.973	.970	.968	.964	.961	.957	.954	.949	.945	.940	.935	.930	.924	.918	
56	61	.979	.977	.974	.972	.969	.966	.963	.959	.956	.951	.947	.943	.938	.932	.927	.921	
57	62	.980	.978	.976	.973	.971	.968	.965	.961	.958	.954	.950	.945	.940	.935	.930	.924	
58	63	.981	.979	.977	.975	.972	.969	.967	.964	.960	.956	.952	.948	.943	.938	.933	.927	
59	64	.982	.981	.979	.976	.974	.971	.968	.965	.962	.958	.954	.950	.946	.941	.936	.930	
60	65	.983	.982	.980	.978	.975	.973	.970	.967	.964	.961	.957	.953	.948	.944	.939	.933	
61	66	.985	.983	.981	.979	.977	.975	.972	.969	.966	.963	.959	.955	.951	.947	.942	.937	
62	67	.986	.984	.982	.981	.979	.976	.974	.971	.968	.965	.962	.958	.954	.950	.945	.940	
63	68	.987	.985	.984	.982	.980	.978	.976	.973	.970	.968	.964	.961	.957	.953	.948	.943	
64	69	.988	.986	.985	.983	.982	.979	.977	.975	.972	.969	.966	.963	.959	.955	.951	.946	
65	70	.989	.987	.986	.985	.983	.981	.979	.977	.974	.972	.969	.966	.962	.958	.954	.950	
66	71	.990	.988	.987	.986	.984	.982	.981	.979	.976	.974	.971	.968	.965	.961	.957	.953	
67	72	.990	.989	.988	.987	.985	.984	.982	.980	.978	.976	.973	.970	.967	.964	.960	.956	
68	73	.991	.990	.989	.988	.987	.985	.983	.982	.980	.978	.975	.972	.969	.966	.963	.959	
69	74	.992	.991	.990	.989	.988	.986	.985	.983	.981	.979	.977	.975	.972	.969	.966	.962	
70	75	.993	.992	.991	.990	.989	.987	.986	.985	.983	.981	.979	.977	.976	.974	.971	.968	

NOTE: FACTORS FOR OPTIONS OF 25%, 33 1/3%, 66 2/3%, 75% AND 100% ARE AVAILABLE FROM THE ADMINISTRATOR

**3. Provide an increase to the various Medical Supplemental Plans equal to 100% of the Blue Cross premium to all eligible Participants.**

Union proposes additional language be added to the Company explanation of Retirement Plan options and benefits as follows:

**EXAMPLE**  
**RETIREMENT INFORMATION AND DECISIONS**  
**FOR BARGAINING UNIT EMPLOYEES**

**RETIREMENT PLAN**

1. Do you want to withdraw your Retirement Plan Contributions?  
**Your contributions to the Retirement Plan may be withdrawn at retirement including all accumulated interest. Your contributions plus interest will result in a reduced monthly retirement income. The reduction will be applied after any reduction for Early Retirement.**

**Your monthly Retirement Benefit will be reduced by eight percent between the ages of fifty-five and fifty-nine, reduced by nine**

**percent between the ages of sixty and sixty-three, reduced by ten percent between the ages of sixty-four and sixty-six and reduced by eleven percent between the ages of sixty-seven and sixty-eight.**

**Your Retirement Benefit that is reduced will not be included in any future Pension Adjustments and that same reduced portion will also reduce the amount of the Joint Pensioners or Spouses Option.**

**For the Employee who was permitted to buy-back lost credited service, only that portion which the Employee would have contributed had the Employee participated in the Retirement Plan at that time will be considered as contributions.**

**The interest accumulated by the participant's contributions are fully taxable if either the Employee elects to withdraw or elects not to withdraw past Retirement Plan Contributions.**

**If you do not withdraw your contributions, have not elected a Survivor's Option, and die before having received all of your own contributions to the plan plus interest in the form of monthly pension, your designated beneficiary will be entitled to receive the remaining amount.**

**PART IV**  
**SAVINGS FUND PLAN**  
**CONTRIBUTIONS**

**4.04 EMPLOYEE CONTRIBUTIONS**

Amend as follows:

To become a contributing participant, an Eligible Employee must contribute to the Basic Fund or make Matching Contributions to the 1/2 percent TRASOP. An Eligible Employee may also elect to contribute to the Diversified Investment Fund, but DIF Contributions are not permitted unless contributions are currently made to the Basic Fund. All of the authorized contributions withheld by the Employer from the Covered Compensation received during participation, as well as cash received from participants who make Matching Contributions, are paid over to the Trustee, unconditionally credited to the participant's accounts and invested in accordance with the participant's election.

(a) Basic Fund Contributions. An Eligible Employee may elect to contribute to the Basic Fund one of the following percentages of Covered Compensation:

(1) From **1 percent to 10 percent** with one year or more of Service.

A participant may elect to have contributions to the Basic Fund invested entirely in Company Stock or entirely in United States Bonds, or one-half in each, but a change of this election is permitted only as of January 1 of any year. In order to change this election, an appropriate Notice must be submitted. Income from Company Stock is invested in more Company Stock, and income from United States Bonds if reflected in the greater redemption values of the United States Bonds.

(b) DIF Contributions. Participants who contribute to the Basic Fund may elect to make DIF Contributions **from one percent to ten percent** of Covered Compensation, to be invested in the Diversified Investment Fund, to which the Employer does not contribute.

**4.05 EMPLOYER CONTRIBUTIONS**

Amend as follows:

(a) The Company shall contribute to Participants of the basic Fund

**with one to three years of Service an amount equal to 75 cents per dollar of employee contributions but limited to three percent of Participant's Covered Compensation. The Company shall contribute to Participants of the Basic Fund with more than three years of Service an amount equal to 75 cents per dollar of employee contributions but limited to six percent of Participant's Covered Compensation. These contributions shall be made at the same time participant contributions are made. The Company shall charge to each Employer its appropriate share of the Employer Contributions.**

**HEALTH PLANS**

Union proposes the Company provide the following:

- Provide 100% premium on all medical plans.
- Continue Dependent Coverage after employee death for a period of one year. (All Plans)
- Provide medical coverage to dependents other than spouse or children, additional premium to be paid by employee. (All Plans)
- Provide 100% prescription drug coverage. (All Plans)
- Exclude \$30.00 deductible for doctor visit. (Blue Cross)
- Decrease \$100.00 deductible for major medical to \$50.00 deductible. (Blue Cross)
- Provide full cost of annual physicals including X-Rays and Lab. (Blue Cross)
- Provide full coverage for well baby care for two years. (Blue Cross)
- Increase diagnostic X-ray and Laboratory Exams to maximum of \$400. (Blue Cross)

**DENTAL PLAN**

Union proposes the Company provide the following:

- Continue to provide 100% of premium.
- Provide 100% of non-orthodontic covered benefits to a maximum of \$2,500.00 per year.
- Provide 70% of covered orthodontic benefits to a maximum of \$1,400.00 per case.
- Continue dependent coverage for one year after employee's death.

**VISION CARE PLAN**

Union proposes the Company provide the following:

- Continue to provide 100% of premium.
- Include tint lens coverage.
- Increase allowance for Ophthalmologists and Optometrists not in V.C.S. Plan

**CHILD CARE**

- Union would like to discuss with Company the feasibility of Child Care facilities sponsored by PSEA.



# PG&E COMPANY PROPOSALS

## PACIFIC GAS AND ELECTRIC COMPANY

245 MARKET STREET-SAN FRANCISCO, CALIFORNIA 94106-(415) 781-4211-TWX 910-372-6587

I. WAYLAND BONBRIGHT  
Manager, Industrial Relations

Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO

August 27, 1982

Attention: Mr. Jack McNally, Business Manager

In accordance with the provisions of various Labor Agreements listed below, Pacific Gas and Electric Company herewith gives notice of its intent to negotiate amendments to such Labor Agreements and certain Labor Agreement Interpretations, Clarifications, and Letter Agreements.

Agreement	Section Number
Operation, Maintenance, and Construction Agreement	500.2
Office and Clerical Agreement	25.2
Benefit Agreement	5.02(a)
Health and Dental Benefit Agreement	13(b)

Attached is our analysis of some of the subjects to be addressed in the 1982 negotiations between the parties, as well as certain specific proposals to amend certain Sections of the four Agreements under discussion. Company reserves the right to submit further proposals, counterproposals, or amended proposals on any matter subject to collective bargaining at any time it deems such submission appropriate. It further reserves the right to withdraw any proposal at any time prior to ratification of an agreement.

As we have already agreed, the first three meetings for the explanation of our proposals are scheduled for Wednesday, Thursday, and Friday, September 8, 9, and 10, 1982. The first meeting will commence at 10:00 a.m. in Room 443, 245 Market Street, San Francisco.

Yours very truly,

I. W. Bonbright

## PACIFIC GAS AND ELECTRIC COMPANY PROPOSALS FOR 1982 NEGOTIATIONS

### Introduction

From shortly after World War II until the 1970's, negotiators of labor agreements had a reasonably clear picture of the economic climate in which they were working. Both nationally and at PG&E, it was accurately assumed that we were working in a growing economy where the demand for energy was growing at a reasonably steady rate. Economics of scale and the technology to provide service to customers at stable or even declining costs were at hand. By the 1970's, this economic situation had begun to change drastically. The change was created by many factors, including the ability of the OPEC nations to increase the price of oil ten times over; rapidly accelerating interest rates and inflation rates; and the realization that more of our resources must be devoted to meeting environmental concerns. Economics of scale no longer existed. Rates to customers increased rapidly to cover the utility's costs. The impact on the public has been profound and, unfortunately, no end is in sight in the need to increase utility rates.

Collective bargaining, carried by the impetus of the previous 30 or so years, has produced results, with few exceptions, designed to meet concerns of the past rather than the future. Now is the time to look to the future and to establish sound working Agreements that meet the needs of that future. In December of 1981, Pacific Gas and Electric Company's Board of Directors adopted a set of "Key Corporate Goals and Direction" which has been well communicated throughout the Company's system. These include maintenance of reliable service to our customers; maintenance of the Company's financial health; and the recognition of personnel practices that will attract, retain, and fairly compensate a high-quality work force.

It is the intent and obligation of the Company's Bargaining Committee to conduct and conclude the 1982 round of bargaining in conformance with these goals and directions which will benefit our shareholders, our consumers, and our employees in the years ahead. To be successful in this endeavor, we need the understanding and cooperation of the Bargaining Committee representing the membership of Local Union 1245, IBEW.

### The Challenge

Simply stated, the challenge is one of maintaining the financial health of the corporation which provides jobs for its employees, including the membership of Local 1245, while at the same time keeping the costs of reliable utility service (which must be ultimately paid by consumers) as low as possible. A utility in poor financial health provides an inadequate return to its owners, thereby discouraging investment, creating inadequate employment security, and inadequate service to the public. PG&E has made a start at recovering its financial health and if this trend continues will, as one result, be able to provide a greater degree of job security and a fair and reasonable compensation package and a better work environment. It can only do this if it operates as efficiently as possible and by doing all it can to keep its costs to the consumer down.

All of PG&E's employees must develop more efficient and cost-effective ways of accomplishing their duties as employees who help provide utility service to our customers. New approaches must be considered and tested that can result in greater productivity of the work force. Imaginative ways

must be found that will minimize increases in overall labor costs, while at the same time fairly compensating the work force.

The proposals which follow are designed to increase our efficiency while recognizing the importance of a reasonable standard of living for PG&E employees.

## PROPOSALS - WORKING CONDITIONS AGREEMENTS

**1. Operation, Maintenance, and Construction Agreement:** The Company proposes to create two separate booklets, while retaining one "Agreement." One booklet will apply to all employees in the unit, except General Construction. The General Construction booklet will apply only to employees of General Construction and would have a general enabler clause permitting Company and Union to mutually agree to an entirely different contract should that be deemed necessary by developments during the term. This approach would have the ancillary benefit of making both books smaller.

**2. Title 8(21) Labor-Management Cooperation:** Amend Section 8.1(21.1) to provide for meetings on the fourth Wednesday instead of Tuesday. Discuss amendments to these Titles and to the Grievance Procedure, Section 102.6(9.6) — Step Four, to permit Divisions or Departments to elect by local agreement to replace the Joint Grievance Committee with a quarterly (or more often) Division Joint Labor-Management meeting.

**3. Title 102(9) Grievance Procedure:** In order to reduce the inordinate amount of time and expense currently required for the investigation of even the most trivial grievance and to encourage the settlement of grievances before they are reduced to writing, Company proposes to amend Section 102.6(9.6) as indicated on the attached Page 102-1.

**4. Title 103(14) Holidays:** To simplify the scheduling of holidays and the administration of these Titles, Company proposes to eliminate the Birthday Holiday and to add a third floating holiday. Company also proposes to permit employees to sign up for floating holidays at the same time as they sign up for vacation and to prohibit "bumping" by senior employees. Company further proposes that General Construction employees celebrate all Saturday holidays on the following Monday.

**5. Title 104(16) Meals:** In order to overcome public relations problems, as well as administrative ones, Company proposes to amend these Titles to provide a fixed-dollar meal allowance and that time taken to consume meals provided by it, other than on the job, not be paid for. Cancel the Labor Agreement Interpretation published at Pages 176 and 177 of the Physical Agreement and Pages 108 and 109 of the Clerical Agreement. For specific language for Title 104, see attached Pages 104 through 112.

**6. Title 105(20) Safety:** Company proposes to amend Subsection 105.3(d) to provide for Joint Health and Safety Committee meetings on the third Wednesday instead of the fourth Tuesday of the specified months.

**7. Title 107(24) Miscellaneous:** Section 107.1(24.1) was originally intended to protect the employees against the unintentional omission from the contract of such systemwide benefits as the employee discount. The unilateral elimination of this or similar benefits without bargaining is now prohibited by law. Company proposes to eliminate this outdated Section.

**8. Title 108(23) Supplemental Benefits for Industrial Injury:** See Long Term Disability for a discussion of this proposal.

**9. Title 111(8) Vacations:** Amend Section 111.13(8.13) to provide for one annual sign-up in December of each year starting in December of 1983, and to limit vacations of less than one week to a total of five days per year. With the three floating holidays, this provides eight days.

**10. Title 112(7) Sick Leave:** Due to instances of flagrant abuse of sick leave in some cases and the obvious need for a clearly stated policy on excessive sick leave usage, Company proposes to delete Subsection 111.3(b)(8.3(b)) and to amend Section 112.8(7.8) as shown on the attached Page 112-1.

**11. Title 15 - Clerical - Expenses:** Due to the growing use of clerical "schools," Company proposes to add the language from Title 201 of the Physical Agreement under the heading, "General Provisions for Employees Attending Company Training Classes" (Page 77, et. seq.) to Title 15 of the Clerical Agreement.

**12. Title 301 General Construction Expenses:** To simplify the administration of this Title, Company proposes to amend Title 301 as shown in the attached pages beginning at Page 301-1.

**13. Title 202 Hours:** In an attempt to recapture work that can be lost to outside contractors, if efficiencies are not instituted, Company proposes to add Section 202.21 "Job Siting" as shown on the attached Page 202-1.

**14. Title 204(13) Wages and Classifications:** To provide a necessary vehicle for experiments designed to improve the efficiency of Company's operation, Company proposes to add Subsection 204.4(b) (Section 13.6) to these Titles. The text of the proposal is attached as Page 204-1.

**15. Title 204(13):** Amend Section 204.1(13.2) "Payday" to provide that errors in checks resulting in less than 80 hours' straight-time pay for 80 hours of work will be corrected by the issuance of an additional check and that errors in overtime pay will be corrected in the next regular paycheck.

**16. Title 205(18) Job Bidding and Promotion:**

(a) To reduce wasted effort in administering the bidding procedure and to speed up the award procedure, modify Subsection 205.4(a)(18.4(a)) to make ineligible to prebid an employee who has prebid the same job or classification and refused the award within the previous six months, or has been in the beginner's job in the line of progression for less than 12 months. Amend Subsection (g) to provide that a prebid from an employee who has refused an upgrade to a job on which he prebid will be cancelled.

(b) Amend Sections 205.11(18.11) and 205.14(18.13) as shown on the attached Page 205-1.

(c) Amend Subsection 205.5(b)(18.5(b)) to provide for the so-called "priority 1" transfer (a transfer treated as a bid between certain beginner's classifications, i.e., Auxiliary Operator to Auxiliary Operator).

(d) Add the last three paragraphs of Exhibit VIII as Section 205.21 and as Section 305.2. Delete Exhibit VIII — no longer needed.

(e) Delete Exhibit IX — no longer needed.

**17. Title 206(19) Demotion and Layoff Procedure:** Company has come to the conclusion that the systemwide bumping options contained in Subsections (a) and (b) of Section 206.4(19.4) and in Subsection 206.6(b)(19.6(b)) are unworkable and should be deleted. We further propose that employees with two years' Service or less have no bumping rights outside of their headquarters.

**18. Title 212 Emergency Duty:**

After a thorough review of Title 212 and eight years of experience with the present system, the Company has determined that principles as stated in Section 212.1 are in need of redefining due to the current attitudes of



many employees toward working overtime. In 1974, the emergency section was expanded, incorporating into the Title a detailed voluntary call-out procedure which was predicated on the belief that employees were desirous of working overtime. Further, a voluntary system was designed to ensure equitable distribution of overtime among employees in the same classification and headquarters. This assumption, in the Company's opinion, is no longer valid; and the Company will be prepared to establish this point during the bargaining, and, to that end, will propose a new emergency duty procedure, recognizing the employees' current thinking along with the needs of the Company. In developing a new emergency duty procedure, the parties must incorporate into the system the general principle that, as a public utility, the welfare of the public comes first and, as employees, continuous rendition of service is mandatory.

In Company's opinion this only can be accomplished if all employees are required to participate in an emergency duty procedure. Any agreement reached in the bargaining must provide for a sharing of overtime among all employees on a rotational basis which will allow employees to know in advance when they will be designated as first call to work emergency overtime. The number of employees required to be available will be kept to a minimum consistent with the rendition of adequate public utility service. Our proposed language is on the attached Pages 212-1 through 212-4.

**19. Title 500(25) Term:** Company proposes a three-year term for all four Agreements.

**20. Exhibit I(B) Educational Assistance:** Company suggests that this Exhibit be updated.

**21. Exhibit VI — Job Definitions and Lines of Progression:** Company expects to present certain amendments later in the bargaining.

**22. Entrance Tests:** Company intends that Letter Agreement 82-98-PGE be a part of any settlement in this year's bargaining.

**23. Clerical Classifications:** Company expects to reach an agreement permitting employees classified as Senior Service Representative II to use the Meter Evaluator and to eliminate the Head Meter Reader classification during the next two years. Company expects to place the incumbent Head Meter Readers in jobs of equal or higher pay.

**24. Wages:** Our studies indicate that our wage rates are considerably above the rates for comparable classifications in our service territory and well above average rates in the utility industry. In negotiating on wages this year, we expect to take a closer look at wage rates applicable to various skill levels and in various parts of our territory. We strongly believe that a freeze on our hiring rates and the addition of wage steps on all beginning jobs is appropriate. We further strongly believe that a high cost area premium is needed to encourage employees to bid to and stay in the Bay Area and to recognize the fact of different labor markets in Northern and Central California.

**25. General Construction Expenses:** A simplified General Construction expense proposal is attached beginning at Page 301-1.

**26. Job Definitions and Lines of Progression and Related Review Committee Decisions:** Early in the negotiations, Company will propose certain changes in Job Definitions, Lines of Progression, and related Review Committee Decisions.

#### PROPOSALS — BENEFIT AGREEMENT

**27. Section 1.01 General:** Company proposes to amend the Section to state clearly and unequivocally that the Agreement applies only to bargaining unit employees and Union bargains only for that group. See Page 1.01-1 attached for proposed language.

**28. Group Life Insurance:** Company proposes no change in this wholly adequate plan. We do propose to have an "open period" in January or February 1983 for employees who wish to join, without medical exam, or who wish to raise their coverage.

**29. Long Term Disability and Supplemental Benefits for Industrial Injury:** While the Company believes that the principles embodied in these two plans are necessary, desirable and an integral part of a good personnel program, it also believes that the lack of integration between the two plans, as well as certain financial disincentives to return to work, has led to abuse of the process. Therefore, Company will be prepared to present specific proposals during the week of September 13 to accomplish the following:

(a) **Title 108(23):** For injuries occurring on or after January 1, 1983, provide a weekly income of 66-2/3 percent of the basic weekly rate for the first six months of disability. After six months, the LTD formula will apply. Company will apply Workers Compensation increases granted to employees injured after the date of the increase to employees on Compensation as of the date of the increase.

(b) **LTD Section 2.16 Amount of Benefit Payments:** Company proposes to increase the basic benefit to 55 percent for employees qualifying on or after January 1, 1983. Company further proposes to offset this amount by the full social security disability insurance benefit for which the employee qualifies. Company also proposes to offset both partial and total disability awards.

(c) **LTD Section 2.14 Qualifications:** Amend Subsection 2.14(a)2, Line 4 of second paragraph, to read "Participant's residence at the time Participant became disabled, and such Participant is physically able to."

(d) **Title 112 Sick Leave:** Delete Subsection 112.10(b) from the Physical Agreement and add the language contained on Page 2.14-1 to Section 2.14 or to Title 112(7) of the Working Conditions Agreement, or both.

#### 30. Retirement Plan:

(a) **Section 3.06 Basic Formula:** Company expects to amend the basic formula to correspond with the average wage increase. It also will propose a formula or series of formulas to replace the manual calculations used to determine "Additional Retirement Income."

(b) Company proposes to delete Section 3.12 Variable Annuity Option. There are no bargaining unit employees currently signed up for this option.

(c) **Early Retirement Section 3.07, Footnote 4:** Company proposes to clarify this footnote as it applies to early retirement.

(d) **Special Provisions C and D:** Company will propose unisex tables.

**31. Savings Fund Plan:** Company proposes no change in the Plan applicable to Union represented employees. It may, of course, be cancelled by the Internal Revenue Service at the Union's request. The TRASOP Plan expires by decision of Congress with Tax Year 1982, i.e., employees may benefit from this Plan for one more year.

#### PROPOSALS — HEALTH AND DENTAL BENEFIT AGREEMENT

One of this year's more challenging problems is the escalating cost of

health care and ways and means of controlling same. An excellent summary of this problem is contained on Pages 15, 16, and 64 of the June 1982 issue of the IBEW Journal (copy attached). While the Journal article shows a percentage increase in cost of 15.2 for 1980, our experience with our total medical plan costs has been an increase of 120 percent in the last five years, or 24 percent per year. It is clear to us that increases such as this put an unreasonable burden on our labor costs. The fee for service plan (Blue Cross) currently has too much emphasis on first dollar costs. Attention needs to be focused on increasing deductibles and/or shifting coverage included in deductibles. We believe substantial amendments to this plan are in order to make it more of a true "share the risk insurance plan" and not try to turn it into a prepaid practice plan which, by definition, it cannot be. Further attention needs to be given to sharing increased costs which may occur during the contract term. Company proposes no changes in the HMO plans except as discussed below (Item 32).

#### 32. HMO Plans Sections 5(c), 7(e), and 11:

(a) Bay Pacific Health Plan has notified Company of its certification and intent to serve our employees residing in San Francisco County. This option will almost surely be offered to non-unit employees and the Unions will have the opportunity to accept or reject for their units.

(b) Heals of East Bay has announced its certification and has requested the opportunity to serve our employees in all of Alameda and Contra Costa Counties. Assuming Heals meets our joint requirements, we expect to grant Heals' request. Since Heals includes all Rockridge's service area, plus a good deal more, we propose that Rockridge be discontinued as an option for any additional employees. Attached is a letter from Foundation proposing to serve East Bay Division east of the Oakland-Berkeley hills. Assuming Heals is accepted, Company will refuse to accept Foundation's proposed expansion.

**33. Various Sections:** Company proposes that the Agreement be clarified to provide that, except as it applies to HMO's, Company and Union negotiate only as to benefit levels, reasonable claims procedures, and employee contribution rates. The Company proposes that it have the authority to decide upon financial and administrative arrangements and choices of carriers.

**34. Exhibit C Medical Service Plan:** Company will present specific proposals to carry out the objectives stated prior to Item 30 above during the week of September 13, 1982.

**35. Exhibit A Dental Plan:** Company proposes to amend this plan to establish annual \$25 deductible per patient for all coverage except diagnostic and preventive care. For diagnostic and preventive care, the plan will pay 100 percent of the cost.

**36. Exhibit B Vision Care Plan:** The cost of this plan has far exceeded anything estimated by Company or Vision Service Plan. We suggest that it be eliminated.

#### TITLE 102(9)

#### GRIEVANCE

Amend Section 102.6(9.6) by adding an additional paragraph at the end of Step Two of Local Investigating Committee to read: In the application of this Step Two, the Departmental Shop Steward and any witnesses Union deems necessary for the resolution of a grievance will be granted time off the job. However, Company will not assume payment of any expense or lost time incurred by the Departmental Shop Steward or Union witnesses.

#### TITLE 104

#### MEALS

No changes in previous Sections 104.1 - 104.8.

Amend Sections 104.9 through 104.15 to read:

#### 104.9 Meals — Time to Consume

Company shall pay for the time to obtain an overtime meal away from the job at the applicable overtime rate up to one-half hour. If an employee is entitled to a meal as provided in this Title at the time of dismissal, such employee shall be paid one-half hour at the applicable overtime rate.

#### 104.10 Meal Allowance

(a) Company shall pay the cost of any meal which it is required to provide in accordance with the following schedule:

Meal nearest regular starting time	\$ 4.00
Meal nearest midpoint of regular hours	\$ 5.00
Meal following quitting time, if work continues thereafter	\$10.00
Next meal thereafter	\$ 7.50
Second meal thereafter	\$10.00
All meals after second meal above	\$10.00

Meals on dismissal — less than 2-1/2 hours after regular quitting time \$ 7.50

— 2-1/2 hours or more after quitting time \$10.00

All meal reimbursements will be made no later than the next regular workday.

(b) In lieu of the above, Company may, at its option, provide food and a hot beverage on the job and provide one-half hour to consume same.

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

#### 104.11 Time Intervals

No change in 1980 Agreement.

#### 104.12 Overtime Meals for Shift Employees

(a) No change in 1980 Agreement.

(b) No change in 1980 Agreement.

(c) Such employee may provide the meal(s) on the job, and Company shall pay the employee an allowance equal to the amount provided for in Subsection 104.10(a) for the meal nearest the midpoint of regular hours.

(d) 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.

#### 104.13 Shift Employees

No change in 1980 Agreement.

#### 104.14 Meals — Regular Work Hours on Workdays

No change in 1980 Agreement.

#### 104.15 Meals — Resident Employees

This Title shall apply to resident employees. Where Company determines that it is not practicable to provide meals on the job for resident employees, as herein provided, they shall provide their own meals and Company shall reimburse them for the cost thereof not to exceed the amount provided for in Subsection 104.10(a) for the meal nearest the midpoint of regular hours.

#### TITLE (16) MEALS — CLERICAL

Changes following principles in Physical.



**TITLE 112(7)  
SICK LEAVE**

**Amend Subsection 112.8(a) (7.12(a)) to read:**

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, 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. **If an employee submits falsified documents or records for the purpose of obtaining sick leave, Company may discharge the employee. In such event, the employee's recourse to the grievance procedure will be limited to the determination of whether the misconduct occurred.**

Charges of alleged discrimination in the application of this Section shall be investigated by the Local Investigating Committee described in Sections 102.3 or 102.8.

**Add (b):**

When Company determines that an employee's sick leave usage is excessive and unacceptable, the employee shall be notified of such determination in writing. Upon such notification, the employee will be advised to seek medical care and/or to follow a prudent course of action to resolve the problem. As part of this procedure, Company shall, where appropriate, offer the resources of the Employee Assistance Program, or a medical review by a physician, or a medical leave of absence, or Long Term Disability status. If the employee's unacceptable use of sick leave is not corrected in a reasonable period of time, Company may consider the employee unavailable for work and may treat the case as it would any other violation of a condition of employment provided that all of the foregoing shall be subject to the applicable provisions of the Labor Agreement, Review Committee decisions, and Arbitration decisions.

**TITLE 202**

**HOURS**

Add Section 202.21 to read:

**202.21 Job Siting**

When the Company has determined a need for employees to report to work locations other than their regular headquarters, assembly points will be designated on a District or Division basis, whichever is applicable. Employees shall report to the assembly points at the beginning of the workday and return thereto at the conclusion of the day's work. For the purposes of this Section, employees whose work locations are changed shall be given notice, prior to the end of their preceding work period on a workday. The time spent in traveling between an employee's residence and the designated work site will not result in the payment of travel time or expenses.

**202.22 Temporary Assignments**

(Change title only.)

**TITLE 204(13)**

**WAGES AND CLASSIFICATIONS**

**Add Subsection 204.4(b)(13.6) to read:**

When the Company establishes temporary classifications and wages or temporarily modifies job content for the purpose of improving efficiency of operations, Company will give Union 30 days' written notice before implementation of any such efficiency experiment. Upon request from the Union, the parties will meet and confer during the 30-day period before implementation thereby giving the Union an opportunity to familiarize itself with the project. The duration of such an efficiency experiment will not exceed one year. If the Company, at the conclusion of such an efficiency experiment, adopts the changes derived therefrom on a regular basis, it shall give Union 60 days' notice thereof; and prior to the implementation of the change, shall meet and confer with Union with respect to changes in job classifications.

**TITLE 205 (18)**

**JOB BIDDING, PROMOTION, AND TRANSFER**

**Amend Section 205.11(18.11) to read:**

Notwithstanding anything contained in this Title, Company may reject the bid or application for transfer of any employee who does not possess the knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid is made **or who is under active counselling for any reason.** Company may give tests to assist in determining an employee's qualifications. By written agreement, Company and Union may adopt testing programs for determining employee's qualifications for promotion. An employee's failure to pass such tests in accordance with a Company and Union-approved program shall result in the rejection of his bid without further consideration.

**Amend Section 205.14(18.13) to read:**

In making an appointment to fill a job vacancy in a classification involving personal contact by the employee with the public, or a technical classification, or a classification in which an employee must exercise supervisory duties, Company shall consider bids of employees submitted as herein provided, but Company, after a review of the candidates, will make the selection to fill such vacancy on an unrestricted basis. The Company, in filling such vacancy, will be limited to the list of candidates as outlined above.

**Delete Subsection 205.14(b)**

**TITLE 212**

**EMERGENCY DUTY**

Amend Title 212 Emergency Duty to read:

**212.1 General Principles**

The provisions of this Title shall be interpreted in a manner consistent with the parties' purpose and intent in negotiating a call-out procedure for emergency duty contained herein, namely that a minimum number of employees will be available for emergency duty to ensure that the Company can meet its obligation of providing adequate public utility service to the public. The call-out procedure will include every employee in a given classification in a headquarters, and the call-outs for emergency duty will be rotated among those employees on a predetermined basis. When employees are designated for call-out, they will be required to report for work on an emergency basis.

**212.2 Determining the Order of Call-Outs**

(a) The Company will prepare a list at the start of each calendar year by classification and headquarters assigning employees a number for purposes of emergency duty call-out. The employee assigned No. 1 will be required to be available for call-out during a one-week period. Such call-outs will then be rotated to the next number in order and continue the rotation to include every employee in a classification. The assignment of numbers will be by inverse seniority, assigning No. 1 to the qualified employee with the least amount of service in each classification.

(b) In locations that have less than — journeymen, the Divisions, upon written agreement between the Personnel Manager and the appropriate Business Representative, may combine headquarters for the purposes of extending the call-out rotation. Further, the parties may agree to combine classifications at a headquarters to extend the rotation, e.g., Groundman, T&D Driver, and Apprentice Lineman.

(c) The rotation will be predetermined and posted so employees will know where they stand in order of call-out during the calendar year. In the event an employee is scheduled for call-out and is unavailable due to illness, vacation, assigned to a classification not in the bargaining unit, off on Union business or attending a Company training program, the employee next in order will be assigned the emergency duty; and upon returning to work in their regular classification, they will be slotted in for the next call-out period, and the predetermined list will automatically be adjusted.

(d) The predetermined list should be followed as closely as possible. However, employees in the same classification may exchange call-out periods or substitute their call-out period provided that the Company is notified of such change one week in advance of the employee's regularly scheduled call-out period and provided that the exchange has the approval of the supervisor in charge.

**212.3 Call-Outs and Responses**

Notwithstanding the required call-out procedure as defined in Section 212.1 above, Company will give preferential consideration in situations that involve immediate hazard to life or property to employees whose residences are located within 30 minutes' automotive travel time, under ordinary travel conditions, from their headquarters.

**212.4 New Employee in Headquarters**

A new hire, or a person bidding into or demoted to a new classification, will either take the number of the employee being replaced or an additional number will be added to the roster. A person returning to the active payroll from an extended illness or leave of absence will resume his old number and standing.

**212.5 Additional Call-Outs**

Once the minimum requirements for call-out are established and it becomes necessary to call out additional employees, a voluntary call-out procedure will be in effect. The Division Personnel Manager and appropriate Business Representative will develop a local call-out procedure for their respective areas.

**212.6 Service Employees**

In the distribution of emergency overtime for service personnel, the current call-out procedure shall remain in effect unless specifically changed by written agreement between the Division Personnel Manager and the appropriate Business Representative. (The call-out procedures currently in effect should incorporate the sequential order of call-out; the rotation of call-out, if any; and the provisions for calling out additional help or replacing an absent employee.)

**212.7 Enabler**

By written agreement between Company's Manager of Industrial Relations and the Business Manager of Union, other call-out procedures may be adopted.

**TITLE 301 EXPENSES — FIELD EMPLOYEES**

**301.1 ENTITLEMENTS AND DEFINITIONS**

Expense allowances provided for in this Title 301 shall be paid, or free board and lodging provided for in Section 301.4 shall be allowed, an employee when his job headquarters is outside his Residence Area. (For exceptions see Subsections 301.2A and 301.3C.)

A. For the purposes of locating Residence Areas and job headquarters, a grid is superimposed over a map or maps mutually agreed to by Company and Union. Such grid is composed of squares, each of which covers 100 square miles on the agreed to map(s). Each grid square is identified by a combination alpha-numeric symbol; such symbol is determined by Alpha designations placed along the grid's vertical axis and numeric designations placed along the grid's horizontal axis. Grid square A1 is at the grid's upper left corner, grid square A2 is immediately to the right of square A1, square B1 is immediately below square A1, and so forth.

B. An employee's job headquarters is the location at which he reports for work.

C. An employee's Residence Area is that grid square which contains the city hall of the city or town in which the employee's Residence is located, provided that such city or town is recorded as having a permanent population in a source mutually agreeable to Company and Union, and provided further that such city or town is located within Company's service area. If the employee's Residence is not located in a city or town which meets such requirements, his Residence Area will be the grid square which contains the city hall of the city or town nearest his Residence which does meet such requirements. If a city or town meets the foregoing requirements but does not have a city hall, the principal street intersection of the main business district of such city or town will be considered the "city hall" for these purposes.

D. An employee's Residence, for these purposes, is defined as that residence he maintains as his permanent principal place of abode, and in which he normally resides and has a substantial financial interest. "Substantial financial interest" means at least half ownership in the Residence, or the regular payment of at least one-half of the monthly rental or annual lease costs of the Residence. It is not possible for an employee to have more than one Residence (for these purposes) at a time.

**301.2 ESTABLISHING AND RELOCATING RESIDENCES**

A. When an employee is newly hired, rehired more than 30 days after layoff due to lack of work or rehired after any other type of termination, he must declare his Residence (as defined in Subsection 301.1 D) on a form provided by the Company. Such employee shall not be eligible for per diem expense allowances until he is transferred (as defined in Section 302.5) to a job location outside the grid square in which he was hired or rehired. An employee who is rehired 30 days or less after layoff due to lack of work shall be considered, for per diem allowance entitlement purposes, as though he had not been laid off.

B. An employee may relocate (move) his Residence at any time. An employee who relocates his Residence must, on or before his first day at work following such move, declare his new Residence on a form provided by Company.

C. Any employee who misinforms Company about his Residence or who delays declaring his Residence shall be required to reimburse the Company for any overpayment of expense allowances resulting therefrom, and shall be subject to disciplinary action, including discharge. Additionally, Company shall not be held accountable for any underpayment of expense allowances resulting from such misinformation or delay.

**301.3 PER DIEM EXPENSE ALLOWANCES**

A. An employee who is entitled and eligible to receive per diem expense



allowances pursuant to Sections 301.1 and 301.2 shall be paid such allowances for:

1. each day in the basic workweek on which he works or is prevented from working because of inclement weather conditions or other cause beyond his control;
2. each day he reports for prearranged work on a non-workday;
3. each holiday which falls on a workday in the basic workweek, provided, however, that the employee must work on the workdays immediately before and after the holidays to be eligible for per diem for the holiday, or, if holidays are observed on two or more consecutive workdays, the employee must work on the workday immediately before and on the workday immediately after such consecutive holidays to be eligible for per diem for such holidays; and
4. up to five workdays during any single period of illness, provided that (a) the employee maintains a temporary residence near his job headquarters and (b) the employee's job headquarters is outside his Residence Area. (Note: The employee will qualify for such allowance by providing evidence that his temporary residence was maintained during the subject period of illness.)

B. The amount of per diem allowance due an employee will be determined by the following procedure:

1. Identify the grid square containing the employee's job headquarters and the grid square which comprises his Residence Area.
2. Moving diagonally if necessary, then vertically or horizontally, identify the least number of grid squares between the employee's job headquarters and his Residence Area grid square (including the grid square containing the headquarters, but excluding the Residence Area grid square).
3. Multiply the number of grid squares thus identified by \$4.00. The resultant product shall be the per diem amount due the employee, provided, however, that in no case shall his per diem amount exceed \$29.00.

C. Notwithstanding anything contained in this Title 301 to the contrary, if an employee moves his Residence during a period in which he is receiving per diem expense allowances, and such employee's job headquarters is located within his new Residence Area, he will be eligible to receive per diem allowances at \$4.00 per day until he completes 52 consecutive weeks at his current job headquarters location (measuring from the date the employee was transferred to such headquarters). If such 52 consecutive week period elapses before the employee thus moves his Residence, he will not be eligible for per diem expenses until he is transferred to a job location outside his new Residence Area. The continuity of the 52 consecutive workweek period shall not be broken by temporary assignment of the employee pursuant to Section 301.6, but such workweek period shall be extended by a period of time equal to the period of time of such temporary assignment.

Further notwithstanding anything contained in this Title 301 to the contrary, an employee cannot qualify for per diem expense allowances or increase his per diem allowances by moving his Residence further from his job headquarters. Such employee's per diem status shall remain unchanged until his next following transfer.

#### 301.4 COMPANY PROVIDED FACILITIES

Employees who are working on jobs where Company provides free board and lodging, and who are due per diem allowances pursuant to Section 301.3 may take such board and lodging in lieu of the per diem due them. Such board and lodging shall be of reasonable quality. An employee who is receiving board and lodging under these provisions shall also be eligible to receive such board and lodging for not more than five days during a period of illness.

#### 301.5 PROJECTS

An employee who is hired for a single project and who is required to transfer from one job headquarters to another on the same project, shall not be deemed to qualify for per diem expense allowances provided for in Section 301.3 unless 1) he attained regular status (as defined in Subsection 106.5(b) of this Agreement) prior to such transfer and 2) the number of grid squares between the employee's hiring location on the project and any of his job headquarters on such project exceeds five, (excluding the grid square containing the hiring location, but including the grid square containing the job headquarters), or unless he has had a prior transfer between Company jobs or projects in his present period of Service. (As defined in Title 106 of this Agreement.)

#### 301.6 TEMPORARY ASSIGNMENT

A. If an employee is detached from his job headquarters and assigned to a temporary job at another location outside his Residence Area with the expectation that he will return to such headquarters within a 30-day period, or if he is sent on a special temporary assignment to a location outside his Residence Area while en route between jobs, such employee shall be reimbursed for the actual board and lodging expenses he incurs while on such temporary assignment. Reimbursement for actual expenses shall be made after the employee submits an Expense Account accompanied by receipts for lodging and receipts and justification for any meals which exceed \$4.00 for breakfast, \$5.00 for lunch, and \$10.00 for dinner. All claimed expenses are expected to be reasonable and appropriate for the geographical area in which the temporary assignment is located. If such assignment continues beyond a 30 consecutive day period, it shall not thereafter retain its temporary character but shall be deemed to be a transfer to a new job headquarters, in which event the employee shall be entitled to per diem allowance pursuant to the provisions of Section 301.3. Except as provided for in Subsection B below, an employee shall not be eligible to receive per diem allowances while on temporary assignment.

B. In lieu of receiving reimbursement for actual expenses as provided for in Subsection A above, an employee on temporary assignment at a single location may elect to receive the per diem expense allowance for which he would have been eligible had his temporary assignment location been his regular job headquarters.

C. Notwithstanding the provisions of Subsection A above, if an employee is sent on temporary assignment to a job on which board and lodging are provided by the Company, he will not be eligible to receive reimbursement for actual expenses for such temporary assignment.

D. An employee in any of the following listed Groups who is sent on a series of short assignments, 30 consecutive days or less each, shall be considered to be on temporary assignment for the duration of such series of assignments, notwithstanding the provisions of Subsection A above to the contrary:

1. Station Communication Group
2. Station Instrumentation Group
3. Station Control Group
4. Gas Instrumentation and Control Group
5. Mechanical Services Lubrication Crews

E. Any continuous period of attendance at Company training classes shall be considered a temporary assignment for the duration of such assign-

ment, notwithstanding the provisions of Subsection A above to the contrary.

#### 301.7 TRANSPORTATION EXPENSE ALLOWANCE

When an employee is transferred between job headquarters and transportation therefore is not provided by Company, the employee shall be paid transportation expense allowance at 20¢ for each road mile between the employee's former job headquarters and his new job headquarters. Additionally, if such employee is required to drive a Company vehicle to the new job headquarters, and he must return to his former headquarters to obtain his personal effects but Company cannot provide transportation therefore the employee shall be paid twice the transportation allowance provided for above.

#### 301.8 WORK ASSIGNMENT — RESIDENCE CONSIDERATION

Company and Union recognize that the work of General Construction often may require employees to work at job locations outside their Residence Areas. The Union also recognizes Company's right to transfer employees at its discretion and/or to transfer employees whose health or physical condition make it advisable to relieve them from duties which are hazardous or which involve physical or mental strain, and nothing in this Agreement shall be construed to restrict or restrain Company in the exercise of these rights. However, Company agrees, in its exercise of such rights, to give consideration, on an overall basis, to employees' Residence Areas.

#### 301.9 EMPLOYEES AT GENERAL CONSTRUCTION SERVICE CENTERS

An employee holding a General Construction Service Center classification (as set forth in Exhibit X) shall not be subject to transfer to other job locations as are field employees.

A. Such a Service Center employee shall not be entitled to any expense allowances while at the Center.

B. When an employee holding a Service Center classification is assigned to temporary work at such distance from his regular Center headquarters that it is impracticable for him to return thereto or to his regular place of abode, he shall be reimbursed for his actual board and lodging expenses for the duration of such assignment, provided that the employee boards and lodges at places designated by Company; the employee will not be reimbursed for board and lodging expenses incurred at places not designated by Company. The time such employee spends traveling to the temporary job at its beginning and from it at its conclusion, and any expense incurred therein shall be paid by Company. Such employee may elect to board and lodge at Company-designated places near his temporary job on his non-workdays or holidays, in which case Company shall reimburse the employee for the board and lodging expenses he thus incurs at such designated places. If such employee returns home for his non-workdays, or for any holiday which immediately precedes or follows his non-workdays, Company, at its option, shall:

1. Pay the employee the equivalent of board and lodging expenses he would have incurred had he boarded and lodged near his temporary job on such days, or
2. Provide the employee with round-trip transportation by Company vehicle between his temporary job and his regular Center headquarters and pay him travel time in each direction, such travel time to be considered as time worked.

C. If an employee holding a Service Center classification transfers to a field classification, he shall, on or before the date of such transfer, declare his Residence in accordance with Subsection 301.2 A.

#### 301.10 HARDSHIP TRANSFERS & EXCHANGE OF LOCATION

Notwithstanding anything contained in this Title 301 to the contrary, Company, with Union's concurrence, may 1) grant and effect an employee's request for transfer for substantial reason, or 2) exchange the job of headquarters of employees with like skills and classifications for the purpose of placing an employee closer to his Residence. Such transferred employee(s) shall not be entitled to travel time or reimbursement for transportation expense, and shall not be entitled to per diem expense allowance if he (they) was (were) not receiving such expense allowance on the date of such transfer. If such an employee is receiving per diem allowances pursuant to the provisions of Subsection 301.3 C, and is transferred (under these provisions) to a headquarters not within his Residence Area, his per diem status (including the amount and period of such allowances) shall remain unchanged. If such an employee has not yet become eligible for per diem allowances pursuant to Subsection 301.2 A at the time of his transfer under these provisions, and the employee is thus transferred to a location outside the grid square in which he was hired or rehired (as provided for in Subsection 301.2 A), the grid square containing the employee's new work location shall be considered his hire or rehire grid square for the purposes of that Subsection.

#### 301.11 EXPENSE ALLOWANCE ERRORS

If an error is made which results in overpayment of expense allowances, the affected employee(s) shall not be required to reimburse the Company beyond the first 60 days of such overpayment.

### PART I

#### GENERAL — GRIEVANCE PROCEDURE

##### Amend Section 1.01 General to read:

The Benefit Agreement shall apply to all employees of Employer for whom Union is the certified collective bargaining representative. . . . (Remainder of Section 1.01 unchanged.)

##### PLACEMENT OF PARTIALLY DISABLED EMPLOYEES

A partially disabled employee who is returned to the active payroll in a physical or clerical classification, or who is assigned to a classification designed for the employee with the concurrence of the Union, will be paid in accordance with the following formula:

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

(b) If the employee has less than ten years of service at the time of the employee's illness or injury: The rate of pay of the classification to which assigned.

(c) If the employee has ten or more years of service at the time of his or her injury: The rate of pay of the classification to which assigned plus four percent per year of service in excess of ten years times the difference between such rate of pay and the rate of pay of the employee's regular classification immediately prior to the injury or illness which caused the employee's disability.

(d) An employee who returns to the active payroll at a rate of pay calculated as in (c) above shall receive no general wage increases until such time as the partially disabled employee is receiving a rate of pay equal to or lower than the rate of the classification to which such employee is assigned.

In no case will a partially disabled employee who is placed on the active payroll be paid less than 105 percent of such employee's current LTD rate of pay.



# Three members lose lives in on-the-job accidents

From PAGE ONE

Brother Aldridge, a 29-year IBEW Local 1245 member. Contributions may be made to the Brookside Hospital Burn Center in the name of John Aldridge, and sent to the Brookside Hospital Development Foundation, c/o Fraser Felter, 2000 Vale Rd., San Pablo, CA 94806.

The accident which Brother Aldridge fell victim to is still under investigation by the Local, and by Cal-OSHA, and the plant is shut down.

## In Memoriam

John Aldridge

May 4, 1924 — Sept. 11, 1982

Mike Hurley, 41, Line Subforeman, PG&E, Auburn, received fatal injuries due to an electrical shock he received while removing an old telephone line, Friday, Sept. 10 near Drum Power House.

Hurley and two other crew members were up on separate poles engaged in removing an abandoned telephone line in rough terrain located below Alta Forebay.

Somehow contact was made with the phone line and the 12KV line which was suspended above the phone line. It's reported that none of the crew was sure just how contact was made. Crew members Paul Piercy, Lineman, and Jess Galvan,

4th Step Apprentice were both up poles when they heard Hurley yell. They came off their poles and raced to help him. Hurley was unconscious, slumped in his safety belt. Piercy and Galvan brought him down the pole and worked persistently, jointly administering CPR before an ambulance came, which Truck Driver Jim Gage had summoned.

Galvan stayed with Hurley, continuing CPR during the 30-minute ambulance ride to the hospital. Despite the extensive efforts to save him, Hurley could not be revived.

Brother Hurley had just marked his 20 years as a member of IBEW Local 1245, and news of his death was sadly received at a Shop Stewards Conference the day after the fatal accident. Stewards at the Northern Area meeting paused, and

## In Memoriam

Michael Hurley

Feb. 23, 1941 — Sept. 10, 1982

held a moment of silence in honor of his memory.

Business Representatives Jerry Robinson, Perry Zimmerman, and Ed Fortier quickly reported to the accident site to begin an initial investigation, along with Assistant Business Manager, Ron Fitzsim-



Photo: Ron Fitzsimmons

During the initial investigation of Lineman Mike Hurley's fatality, Dick Harmon, Troubleman, facing camera, assisted IBEW Local 1245 Business Representatives as they collected evidence at the site of the accident. Harmon had participated in rescue efforts for Hurley when he guided an ambulance through the rough terrain to the fallen Lineman. Also assisting the Local in the investigation was Shop Steward Jim Connolly, an Operator from Alta.

mons. At press time, simulated tests at the accident site had been scheduled to determine what specifically had caused the fatality. Cal-OSHA was in on the investigation.

Brother Hurley is survived by his wife and three children.

The third accident claimed the life of Ricardo C. Maglaya, 32, a Mail Express Driver, who was making his regular mail run from Vallejo to the North Valley, on Wednesday night, Sept. 8.

Maglaya was driving southbound around 8:30 p.m. on Highway 113, just outside Robbins, in a PG&E 1981 Ford/250 truck when his truck was hit head on.

A northbound vehicle crossed over the line hitting Maglaya's truck. Both occupants of the northbound vehicle were killed instantly. Brother Maglaya died en route to the hospital.

He had been a member of IBEW Local 1245 for 13 years. Divorced, he is survived by two sons, ages 8 and 10, who reside in the Sacramento area.

## In Memoriam

Ricardo Maglaya

Feb. 4, 1950 — Sept. 8, 1982

## Award



The Utility Reporter was recently awarded first place in Best Overall Publication at the recent Western Labor Press Association convention in San Francisco.