



# UTILITY REPORTER

OFFICIAL VOICE OF IBEW LOCAL UNION 1245 AFL-CIO

## Bargaining begins as new proposals exchanged

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

May 4, 1983

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

Dear Mr. Bonbright:

Attached please find Union's initial proposal for amendments to the Physical and Clerical 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 May 10, 1983.

Very truly yours,

Jack McNally  
Business Manager

### Local Union Proposals:

#### TITLE 3 — CONTINUITY OF SERVICE

##### 3.5 PHYSICAL — 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 — PHYSICAL

##### 4.1 UNION SHOP — CLERICAL

(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.

#### TITLE 5 — UNION ACTIVITY

##### 5.5 ORIENTATION MEETING — PHYSICAL

##### 5.6 ORIENTATION MEETING — CLERICAL

*The Company will notify the respective shop steward or a union designee in advance of new bargaining unit employees' orientation meeting schedule. Company shall provide necessary paid time and facilities during company orientation for the Union's orientation of employees.*

#### TITLE 101 — LEAVE OF ABSENCE

#### TITLE 6 — LEAVE OF ABSENCE

##### 101.6 UNION LEAVE OF ABSENCE — PHYSICAL

##### 6.6 UNION LEAVE OF ABSENCE — CLERICAL

Subject to the provisions of Section 101.1 (6.6) 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.

##### 101.8 MILITARY LEAVE OF ABSENCE — PHYSICAL

##### 6.8 MILITARY LEAVE OF ABSENCE — CLERICAL

During the course of bargaining Union wishes to discuss the time granted employees for participation in Military Training Duty.

##### 101.9 FUNERAL LEAVE — PHYSICAL

##### 6.9 FUNERAL LEAVE — CLERICAL

(a) *[If at all possible,] A regular employee will be granted the actual time off with pay necessary to attend the funeral of a member of the immediate family, including the time the body may 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, **grandchild**, son-in-law, daughter-in-law, stepchild, brother, sister, half brother and half sister, foster parent, or **a more distant relative***

See PAGE FOUR

## A guide to proposals

Initial IBEW Local 1245 new contract proposals are printed in this issue of the Utility Reporter.

PG&E company proposals for Physical, Clerical and Benefits are also included in this issue. At press time the company's proposals for General Construction had not been received. Those proposals will be printed in a subsequent Utility Reporter issue.

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.

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

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

## COALINGA MAYOR PRAISES CREWS

## Quake brings quick aid from Local 1245 members

Following the devastating May 2 earthquake in the small town of Coalinga in California's San Joaquin Valley, our members from PG&E Gas Service Departments throughout the system rushed to the aid of the residents whose City

Gas and Water Department has only a four-person crew.

For more than two weeks Gas Servicemen worked 12 to 13 hours a day — first shutting down service at the meters, while T&D crews isolated larger areas checking for, and repairing leaks. Then Gas Servicemen went back into homes and businesses, and repaired and re-connected about 3,000 meters and regulators.

Our members in Coalinga's PG&E Electric Department had service restored in a matter of hours after the quake.

All of Coalinga had nothing but praise for the crews including Mayor Keith Scrivner who pointedly said he'd "whip anybody who had

anything bad to say about IBEW Local 1245 members."

Business Manager Jack McNally echoed Mayor Scrivner's sentiments and stressed what a great

job that our members had done in Coalinga. A complete report on "Coalinga — Disaster Aftermath" will be in next month's Utility Reporter.

## Ballots mailed; voting begins

Mail balloting in the Local Union's 1983 Officer Election is underway.

Ballots went out to all of our more than 19,000 members by first class postage the last week in May.

This year for the first time an electronic counting method will be initiated. Voters have to use a new punch-out voting method as instructed in directions which accompany each ballot.

Ballots must be returned by mail

no later than 10 a.m. June 22, 1983 to the special election post office box in Walnut Creek. Return envelopes have been provided in all ballot packets.

Any member who has not received a ballot by June 8 should contact Local Union Headquarters in Walnut Creek and request one.

Election results are set to be announced on June 25.



Coalinga Mayor Keith Scrivner.





## Memorial tribute for a great friend

### Utility Reporter

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VOLUME XXXI NUMBER 6

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**(415) 933-6060**

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& Executive Editor

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**CAROL BEDSOLE**

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Executive Board

**Nannette Dominguez**

**Jay Burton**

**William Peitz**

**Barbara Symons**

**Kathy Tindall**

**Ray Friend**

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Contributing writers, Tom Dalzell,  
Staff Counsel, and Juliann Sum,  
Industrial Hygienist.

#### IN MEMORIAM Norman Amundson February 14, 1924 May 5, 1983

It saddens us at IBEW Local 1245 to report that Norm Amundson former Chairman of the Center for Labor Research and Education, University of California, Berkeley, is dead after a long battle against cancer.

Amundson was an active member of Local 1245 during the early sixties when he served as a Business Representative and editor of the Utility Reporter.

When he left to work at the university he still participated in Local Union activities and helped set up the format for the Local's Steward and Officer Training Programs.

A card-carrying member of Local 1245, the interests of the union were always highly important to this outstanding unionist who has left an indelible mark on all who had the opportunity to work with him.

Amundson had worked at Local 1245 under the direction of former Business Manager Ron Weakley, who said upon learning of his death, "Norm was a tireless fighter for the rights of working people and helped the poor, the aged and the disabled all of his working life. He was a credit to his Union, his community, and to his country. He will be sorely missed."

Heartfelt sympathies go out from Local 1245 to Amundson's widow, Shirley and their three children, a son Kurt, and daughters Anne Marie Kniel, and Trudy Amundson, all of the Bay Area.



Hundreds of Amundson's friends honored him prior to his recent death at a very moving program in Berkeley. Above, Pete Guidry of the U.C. Berkeley Labor Center, recalls his days working with Amundson, and their long friendship.



IBEW Local 1245's former Business Manager Ron Weakley, seated above, center, was among hundreds of Norm Amundson's friends who met recently to honor him at a program in Berkeley. Amundson had been too ill to attend the event which was video taped for his viewing.



Last year Business Manager Jack McNally, above, left, was privileged to present Amundson, a former IBEW Local 1245 staff member, with a Commendation Plaque honoring Amundson's constant efforts in working for the betterment of the Local Union.

## BARGAINING REPORT

by Orv Owen, Assistant Business Manager

#### CP National — Elko Telephone

Negotiations started on May 24. IBEW Local 1245 members on the Negotiating Committee are Dora Carone, Sondra Reynolds, Charles Stout, Patrick Wastun and Business Representative Darrel Mitchell.

#### Mt. Wheeler Power, Inc.

Bargaining commences on June 7. IBEW Local 1245 members on the Local Union negotiating committee include Jan Reger, Robert Swetich and Business Representative Darrel Mitchell.

#### Citizens Utilities Company of California

Initial bargaining at Citizens Utilities is set to begin on June 6. Follow-up meetings of our Negotiating Committee have been set for the first two weeks in June.

#### Sierra Pacific Power Company

Ballots on Sierra Pacific Power Company's proposed new contract were set to be counted on May 31. Results will be announced to our members in bulletins and in the

next issue of the Utility Reporter.

#### Western TV Cable

Highlights of the newly ratified settlement include boosted benefit coverage with 85% of the monthly premium to be paid by the Company. Wages — 1983: 6% general wage increase with Techs III and IV receiving 7%; 1984: 6% general wage increase with Techs III and IV receiving 7%; 1985: 6% general wage increase with Techs III and IV receiving 7-1/2%.



# APPOINTMENTS

## PACIFIC GAS AND ELECTRIC COMPANY General Construction Negotiations Subcommittee

Jan Cannon  
Floyd Farmer  
Randy Abbott  
Fred Pedersen  
Marv Rubendall

## SONIC CABLE TV 1983 Negotiating Committee

Dale Rogers  
Erik Johnson  
Scott Lawson

## GROUP W CABLE

### Ukiah, Willits, Ft. Bragg Negotiating Committee

Robert W. Reid  
Robert DeVito  
Donna Whetstone

## C.P. NATIONAL — LASSEN

### Ballot Committee

Richard Carr  
Wanda J. Nickeson

## MT. WHEELER POWER, INC.

### 1983 Negotiating Committee

Jan Reger  
Robert Swetich

## CONFERENCES AND CONVENTIONS

### Women in the Work Force

Ocean	Marie Kizzie
Sam Tamimi	Bill Twohey
Dorothy Fortier	Barbara Symons
Paula Ramsey	Nannette Dominguez

## LOCAL UNION 1245 1983 Election Committee

Charles Larsen, Jr.	Ron Blakemore
Julian Evans	Bill Brill
John Callahan III	Marsha Barker
Richard Perry	David Pittman
James Findley	Christine Lay
Theodore (Jerry) Brown	

## CENTRAL LABOR COUNCILS

### Sonoma, Mendocino, and Lake Counties

Frank Hutchins

## CP NATIONAL — NEEDLES

### 1983 Negotiating Committee

James R. Johnson  
Craig Rowen

## CITIZENS UTILITIES

### 1983 Negotiating Committee

Zatha Ladra

## PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE, INC.

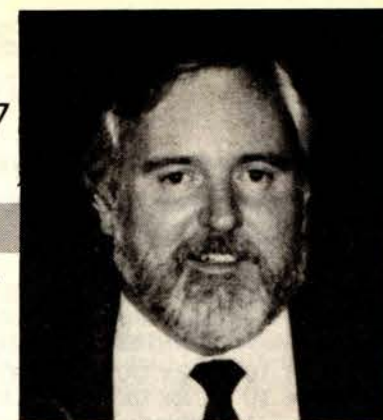
### 1983 Negotiating Committee

Greg Nervino  
David Wearin

# POINT OF VIEW

By Jack McNally

IBEW 1245 Business Manager



## Local 1245 forges ahead — in the field, at the table, and in the media

As this issue of the *Utility Reporter* goes to press, things are even busier than usual at Local 1245—in the field, at the bargaining table, in the Legislature, and in the media.

**In the field** — Several weeks ago a violent earthquake struck the San Joaquin Valley town of Coalinga, leveling much of the town and destroying vital services. Local 1245 members were among the first emergency crew workers to take charge in Coalinga. Local PG&E Line Department members reported to work despite downed communications and had power restored in a matter of hours following the quake. Gas Service Crews from all over PG&E's system rallied immediately, working around the clock to rebuild and restore service for Coalinga residents, then remained on the job for several weeks. Our members' hard work has not gone without notice. Coalinga's Mayor told the *Utility Reporter* that he would "whip anybody who had anything bad to say about IBEW Local 1245."

**At the bargaining table** — In the next few months contracts covering 90% of our members are up for renegotiation. Members at Sierra Pacific have just voted on a company proposal which our Negotiating Committee has recommended that our members reject. Votes are set to be tallied May 31. CP National-Lassen is in mediation. Citizens Utilities goes into bargaining in a few months. Many of our cable television properties are up for negotiation. We're working toward developing a trust agreement for our members in the tree-trimming industry. Nevada Irrigation District, Glenn-Colusa Irrigation District, the City of Oakland, Alameda-Contra Costa Transit and many others start bargaining soon or have already started. The list goes on.

**In the Legislature** — As reported in this issue Local 1245's support has pushed SB 48 through the California State Senate and into the Assembly with good chances for passage of the bill in an effort to delay implementation of the recent PUC decision to require competitive bidding for line extensions. Our President and Staff Attorney have testified before the Assembly Utilities Committee and intense lobbying efforts are underway with all Democratic members of the Assembly.

**In the media** — Local Union members voted last month at their Unit meetings on a project approved by the Executive Board to launch a statewide, multi-media campaign to promote a better public image of utility workers. The project, which was first suggested at the Monterey Unit meeting, has the full support of the Coalition of California Utility Workers and it is hoped that the project will get off the ground in June. Such moves keep Local 1245 at the forefront of progressive and innovative unionism in the United States.

At a time when most unions are struggling just to keep their heads above water, Local 1245 continues to forge ahead, we're not just holding our own, but making progress. This is possible for one reason and one reason alone — our unique combination of experienced and hard-working staff and an extremely dedicated and committed membership and rank-and-file leadership.

In Unity,

*Jack McNally*

## Candidate correction

It was reported in the *Utility Reporter* last month that Svend Petersen, candidate for Central Area Executive Board, had been a delegate to the San Francisco Labor Council. Instead he is currently a delegate to that council.



# PHYSICAL/CLERICAL PROPOSALS

Continued from PAGE ONE

**who was**] a member of the employee's immediate household at the time of death.

- (b) Unchanged
- (c) Unchanged

(d) **An employee shall be granted the actual time off with pay, but not to exceed five days necessary to travel out of state or in excess of 400 miles to attend the funeral of family members identified in Title 101.9(a).**

## 101.10 JURY DUTY — PHYSICAL

### 6.10 JURY DUTY — CLERICAL

(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, **on a Monday-Thursday basic workweek**, during such a period of time at the straight rate of pay. Such employees will be paid at their basic rate of pay. In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered as time worked and, if dismissed by the court on any workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work. (Amended 1/1/83)

## 101.11 WITNESSES — PHYSICAL

### 6.11 WITNESSES — CLERICAL

Regular employees will be given the necessary time off with pay, when subpoenaed, to appear as a witness in Administrative, Civil or Criminal Cases.

- (a) Delete
- (b) Delete
- (c) Delete
- (d) Delete

## 101.13 CHILD CARE LEAVE — PHYSICAL

### 6.13 CHILD CARE LEAVE — CLERICAL

A regular employee shall be granted a leave of absence without pay for up to one year after delivery for newborn child care. Sections 101.1 (6.1), 101.2 (6.2), 101.3 (6.3), 101.4 (6.4), and 101.5 (6.5) shall apply to this Section.

## TITLE 102 — GRIEVANCE PROCEDURE

### TITLE 9 — GRIEVANCE PROCEDURE

## 102.3 TIME LIMITS — PHYSICAL

### 9.3 TIME LIMITS — CLERICAL

- (a) Filing . . .

(3) **When the Company determines that an employee's conduct is subject to discipline, Company shall act upon such determination within 30 calendar days of the occurrence of such conduct or the issue shall be considered closed.**

## 102.6 STEPS — PHYSICAL

### 9.6 STEPS — CLERICAL

#### STEP ONE SHOP STEWARDS

Except for disputes involving an employee's discharge, demotion, suspension, discipline or qualifications for promotion or transfer, the initial step in the adjustment of a grievance shall be a discussion between Union's shop steward (or grievant or Business Representative if no shop steward is assigned to his work area) and the foreman or other immediate supervisor directly involved. The foreman and shop steward may discuss the grievance with the general foreman or other supervisor of corresponding authority. The purpose of such discussion shall be to reach a satisfactory disposition of the grievance but shall not waive or delay the filing requirements set forth in Section 102.3 above. Discussions shall be at such time and place as **[not to interfere with the] to minimize interference with any work in progress.**

## TITLE 103 — HOLIDAYS

### 103.1 (c) HOLIDAY ENTITLEMENT — PHYSICAL

New Year's Day	(January 1)
<b>Martin Luther King's Birthday</b>	<b>(January 15)</b>
Washington's Birthday	(3rd Monday in February)
<b>Good Friday</b>	<b>(Friday before Easter) 1/2 day</b>
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Veterans Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Friday after Thanksgiving	(see 103.5 below)
<b>Christmas Eve</b>	<b>(December 24) 1/2 day</b>
Christmas Day	(December 25)
Employee's Birthday	(see Section 103.2)
Floating Holiday	(see Section 103.3)
Additional Floating Holiday, (commencing 1981)	(see Section 103.3)

## TITLE 14 — HOLIDAYS

### 14.1 HOLIDAY ENTITLEMENT — CLERICAL

Only 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 14.7,]** 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)
<b>Good Friday</b>	<b>(Friday before Easter) 1/2 day</b>

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

**Christmas Eve**

Christmas Day

Employee's Birthday

Floating Holiday

Additional Floating Holiday,  
(commencing 1981)

(last Monday in May)

(July 4)

(1st Monday in September)

(November 11)

(4th Thursday in November)

(see 14.5 below)

**(December 24) 1/2 day**

(December 25)

(see Section 14.2)

(see Section 14.3)

(see Section 14.3)

## 103.2 BIRTHDAY HOLIDAYS — PHYSICAL

### 14.2 BIRTHDAY HOLIDAYS — CLERICAL

(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.

(e) Delete.

## 103.6 HOLIDAY ON EMPLOYEE'S NON-WORKDAY — PHYSICAL

### 14.6 HOLIDAY ON EMPLOYEE'S NON-WORKDAY — CLERICAL

Delete present wording after third sentence and add new wording to read:

**At Employee's option, in lieu of an additional day off with pay, he may elect to take one day's pay at the straight time rate for each Holiday that falls on his non-work day.**

## TITLE 103 — HOLIDAYS

### 103.7 WORK ON HOLIDAYS — PHYSICAL

(a) Regular employees in the classifications listed below may be regularly scheduled to work on holidays which fall on their work days and shall be compensated therefor as provided in Title 208. **At the employee's option he may take a day's pay for the holiday or be entitled to have one additional workday off with pay.**

Delete — [Classifications subject to the provisions of Section 202.5]

## TITLE 14 — HOLIDAYS — CLERICAL

14.7 Delete.

## TITLE 103 — HOLIDAYS

### TITLE 14 — HOLIDAYS

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

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

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

## TITLE 104 — MEALS

Union would like to discuss Section B1(b) and B2(a) of the meals clarification with Company.

## TITLE 104 — MEALS

### TITLE 16 — MEALS

## 104.4 MEALS — WORK BEYOND QUITTING TIME — PHYSICAL

### 16.2 (a) MEALS — WORK BEYOND QUITTING TIME — CLERICAL

If Company requires an employee to perform work for **[more than]** one hour **or more** beyond . . .

## TITLE 104 — MEALS

### 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 **[\$3.00] \$8.00** for each meal.

### 104.5 MEALS — RESIDENT EMPLOYEES

Also increased meal allowance from **[\$3.00] to \$8.00**

## TITLE 106 — STATUS — PHYSICAL

### TITLE 17 — STATUS — CLERICAL

## 106.3 SERVICE — PHYSICAL

### 17.3 SERVICE — CLERICAL

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 106.2 (17.2) above, and as provided hereafter in Section 106.4 (17.4). The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason **which extends for one continuous year or more or layoffs for lack of work which is in excess of the time provided for in 106.3(a) (17.3(a)) below.** The following periods of absence shall count as Service for purposes of this Agreement and shall not constitute a break in Service:

(a) Absences caused by layoff for the lack of work:

- 1) **If the employee has at least one year but less than three years of Service and has been absent less than one continuous year.**
- 2) **If the employee has at least three years but less than five years of Service and has been absent less than two continuous years.**
- 3) **If the employee has five years of Service or more and has been absent less than three continuous years.**

(b) Same

(c) Same

(d) Same

(e) Same

## TITLE 107 — MISCELLANEOUS — PHYSICAL

### 107.3 PERSONAL TOOLS — PHYSICAL

(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 the 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.

**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: (a) 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 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 there 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, comparable classifications.**

**Company shall enforce all current Company, state, and Federal health and safety rules by persons performing contract work.**

## **TITLE 24 - MANAGEMENT OF COMPANY AND MISCELLANEOUS**

### **24.5 CONTRACTING - CLERICAL**

(d) **During any period of time in which one or more bargaining unit employee is on layoff status for lack of work, Company shall not contract out any work which can conceivably be done by such laid-off employee.**

(e) **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.**

## **TITLE 110 - SHIFT PREMIUM**

### **110.2 AMOUNT OF PREMIUM - PHYSICAL**

(a) No shift premium shall be paid for the first shift. An hourly premium of 5 percent of the weighted average straight-time rate of all employees represented by Union (rounded to the nearest full cent per hour) shall be paid for work performed in the second shift, and an hourly premium of 10 percent of the weighted average straight-time rate of all employees represented by Union (rounded to the nearest full cent per hour) shall be paid for work performed in the third shift. 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. (Amended 1/1/80)

(b) Deleted.

## **TITLE 111 - VACATIONS - PHYSICAL TITLE 8 - VACATIONS - CLERICAL**

### **111.2 VACATION ALLOWANCE - PHYSICAL 8.2 VACATION ALLOWANCE - CLERICAL**

(b) In the subsequent calendar year and in each year thereafter, up to and including the **fifth** calendar year following his employment date, a regular employee shall be entitled to a vacation of 10 workdays with pay.

(c) In the **sixth** 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 - PHYSICAL 8.3 SERVICE ANNIVERSARY VACATION - BONUS VACATION - CLERICAL**

(a) No change

(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 (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 fifth 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 (8.2). **In determining the number of sick days used in computing 25 days or less, no more than 10 days or 80 hours will be charged to the employee in any one year.** The bonus vacation, as herein provided, vests on the first day of

each year in which an employee qualifies for a bonus vacation 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.)

### **111.5 FORFEITURE OF VACATION - PHYSICAL**

#### **8.5 FORFEITURE OF VACATION - CLERICAL**

(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 - PHYSICAL**

#### **8.8 HOLIDAYS DURING VACATION - CLERICAL**

If any of the holidays enumerated in Section 103.1 (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-workday in conjunction with an employee's vacation, the provisions of Section 103.6 (14.6) shall be applicable.

### **111.12 STARTING DAY - PHYSICAL**

#### **8.12 STARTING DAY - CLERICAL**

For the purposes set forth in the following Section 111.13 (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.]**

### **111.13 SCHEDULING - PHYSICAL**

#### **8.13 SCHEDULING - CLERICAL**

(a) No change.

(b) Division Employees Only.

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

(4) Delete

(c) (1) Company shall prepare the annual vacation schedule giving effect to the employees' selections where practicable and taking into consideration their Service. Vacations are to be scheduled in increments of one week or more, except that any employee may schedule up to five days per year in increments of one-half day or more. (Amended 1/1/80)

(2) Delete

## **TITLE 112 - SICK LEAVE - PHYSICAL**

## **TITLE 7 - SICK LEAVE - CLERICAL**

### **112.1 QUALIFICATIONS AND RATE OF COMPENSATION - PHYSICAL 7.1 QUALIFICATIONS AND RATE OF COMPENSATION - CLERICAL**

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 - PHYSICAL**

#### **7.2 ACCUMULATION - CLERICAL**

A regular employee, in addition to his annual sick leave which he is allowed under the provisions of Section 112.1 (7.2), 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 - PHYSICAL**

#### **7.6 HOURLY INCREMENTS - CLERICAL**

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

### **112.8 ABUSE - PHYSICAL**

#### **7.8 ABUSE - CLERICAL**

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 - PHYSICAL**

#### **7.10 LIGHT WORK - CLERICAL**

(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

**See Next Page**



# PHYSICAL/CLERICAL PROPOSALS

## — CONTINUED

in the normal line of progression, in **five** in any headquarters and shall be administered on the basis of service and qualifications.

### TITLE 201 — EXPENSES — PHYSICAL

#### 201.9 TRANSPORTATION OPTIONS — PHYSICAL

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

#### 201.10 COMMON CARRIER — PHYSICAL

Delete

### TITLE 202 — HOURS — PHYSICAL

#### 202.1 WORKWEEK AND BASIC WORKWEEK — PHYSICAL

A workweek is defined to consist of seven consecutive calendar days, and a basic workweek is defined to consist of **[five]four** workdays of eight hours each. The days in the basic workweek shall be known as workdays and the other days in the workweek shall be known as non-workdays. Employees may be scheduled to work more or less than **[five]four** days per week or for more or less than eight hours per day, but in any such event the basic workweek shall continue to be as herein defined.

#### 202.2 BASIC WORKWEEK DESCRIBED — PHYSICAL

Except as otherwise provided herein, the basic workweek shall be from Monday through **[Friday, or from Tuesday through Saturday. The number of employees who shall be required to work the basic workweek of Tuesday through Saturday shall be kept at a minimum consistent with the rendition of adequate public utility service, and employees may be assigned to such workweek in rotation.] Thursday.**

#### 202.5 HOURS — SPECIAL CASES — PHYSICAL

(a) Transmission and Distribution: In addition to the hours and conditions outlined in Subsection 202.4 above, employees in the Electric Transmission and Distribution Departments and the Gas Transmission and Distribution Departments may be regularly scheduled to work the hours of 7:00 a.m. to 11:30 a.m. and from 12:00 noon to 3:30 p.m. or the hours of 9:30 a.m. to 1:00 p.m. and from 1:30 p.m. to 6:00 p.m. The basic workweek of employees assigned either of the regular schedule of hours listed above shall be from Monday through **[Friday.] Thursday.** Company shall notify the Union of any change in hours provided for by this subsection 30 days prior to the institution of work hours which differ from those previously in effect at a headquarters. In general, assignment to hours of other than 8:00 a.m.-5:00 p.m. will be offered to employees in order of Service. If there are insufficient volunteers, assignments will be made on the basis of least Service.

(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 workdays other than Monday through **[Friday.] Thursday.** 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 8-6 schedule, shall retain non-traveling status if the employee bids back to a 4-3 schedule.**

#### 202.8 WORKWEEK AND HOURS — SHIFT AND SERVICE EMPLOYEES — PHYSICAL

(a) The workweek of shift employees and service employees shall be regularly scheduled. It may start on any day of the week and at any hour of the day. The **[five]four** workdays and **[two]three** non-workdays in the workweek of shift and service employees in any plant or department may be arranged in cycles of one, two or more weeks, provided that any such arrangement shall first be agreed upon by Company and Union.

#### 202.14 HOURS — BOARDING HOUSE EMPLOYEES — PHYSICAL

Notwithstanding the provisions of Section 202.4, the eight 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 of 6:00 a.m. and 7:00 p.m.**

#### 202.15 Delete

### TITLE 10 — HOURS OF WORK — CLERICAL

#### 10.1 WORKWEEK AND BASIC WORKWEEK — CLERICAL

A workweek is defined to consist of seven consecutive calendar days, and a basic workweek is defined to consist of **[five]four** workdays of eight hours each. The days in the basic workweek shall be known as workdays and other days in the workweek shall be known as non-workdays. Employees may be scheduled to work more or less than **[five]four** days per week or for more or less than eight hours per day, but in any such event the basic workweek shall continue to be as herein defined. Except as provided in Section 10.3, the basic workweek shall be from Monday through **[Friday or from Tuesday through Saturday. Employees may be assigned to the basic workweek of Tuesday through Saturday in rotation.] Thursday.**

#### 10.5 PUBLIC CONTACT HOURS — CLERICAL

As service to the public requires, or when established office hours are other than from 8:00 AM to 5:00 PM, public contact employees may be regularly scheduled to work hours other than from 8:00 AM to 5:00 PM. **The workday of employees who report for their days work between 12 o'clock noon and 1:00 AM inclusive shall consist of eight consecutive hours.**

#### 10.6 EXCEPTIONS TO 10.4 — CLERICAL

Nothing contained in this Agreement shall be construed to limit the right of Company to establish hours of work at times other than as provided in Section 10.4, for such employees as stub-clerks, payment processors, cash posters, data entry operators, machine operators, computer operators, computer console operators, and those classifications listed in Exhibit G, which is attached hereto and made a part hereof. The hours of work of such employees shall be regularly scheduled. (Amended 1/1/80) **The workday of employees who report for their days work between 12 o'clock noon and 1:00 AM inclusive, shall consist of eight consecutive hours.**

### TITLE 204 — WAGES AND CLASSIFICATIONS — PHYSICAL

### TITLE 304 — WAGES AND CLASSIFICATIONS — GENERAL CONSTRUCTION

### TITLE 13 — WAGES AND CLASSIFICATIONS — CLERICAL

#### 204.1 PAY DAY — PHYSICAL

#### 304.3 GENERAL CONSTRUCTION

#### 13.2 PAY DAY — CLERICAL

Amend appropriate sections to provide that all errors in checks, straight-time or overtime, be paid on a separate check. Further: Union proposes that all overtime be paid on a separate check.

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

### TITLE 13 — WAGES — CLERICAL

#### 13.4 TEMPORARY UPGRADE — CLERICAL

**When an employee is temporarily assigned to work in a classification higher than his regular classification for two 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:

- the first step of the wage progression of such classification which is higher than his present wage rate, or
- the wage step in the higher classification determined by the time previously accumulated in such higher classification, as provided in Section 13.7, or
- 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.

### TITLE 204 — WAGES — PHYSICAL

### TITLE 13 — WAGES — CLERICAL

#### 204.2 (d) — PHYSICAL

#### 13.10 (a) — CLERICAL

**An employee bidding a job from a dual classification shall be entitled to the highest rate of pay of the dual classification when bidding a job in the line of progression.**

### TITLE 205 — JOB BIDDING, PROMOTION, TRANSFER — PHYSICAL

### TITLE 18 — JOB BIDDING, PROMOTION, TRANSFER — CLERICAL

#### 205.3 FILLING TEMPORARY VACANCIES — PHYSICAL

(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 six months.** In making temporary assignments to fill job vacancies, Company shall first consider employees in Relief classifications, and then, when practicable, consider 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.

(c) **Except in circumstances where an employee has not left his classification on a permanent basis.**

#### 18.3 FILLING TEMPORARY VACANCIES — CLERICAL

(e) **Except in circumstances where an employee has not left his classification on a permanent basis.**

#### 205.4 PREBID PROCEDURE — PHYSICAL

#### 18.4 PREBID PROCEDURE — CLERICAL

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

#### 205.5 FILLING BEGINNER'S CLASSIFICATIONS — PHYSICAL

#### 18.5 FILLING BEGINNER'S CLASSIFICATIONS — CLERICAL

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

205.5 (a) Company shall make unrestricted appointments in filling one-half of the vacancies in beginner's classifications. **However, employees who are demoted or have been laid off shall be placed into vacancies in beginner's classifications before the Company makes an unrestricted appointment.**

18.5 (a) Company shall make unrestricted appointments in filling one-half of the vacancies in beginner's classifications or one-half of the vacancies in regular scheduled part-time jobs at any headquarters. **However, employees who are demoted or have been laid off shall be placed into vacancies in beginner's classifications before the Company makes an unrestricted appointment.**

#### 18.6 COMPANY ASSIGNMENT FOR TRAINING — CLERICAL

**The Company shall train all employees who elect to be trained in a clerical or office classification on a seniority basis, provided that the employee who is assigned is within the line of progression and is in the headquarters in which the training is to be provided.**

**An employee who has requested training for a position may not be bypassed for lack of job experience in filling such position on a temporary or permanent basis.**

#### 205.20 POSTING OF JOB AWARDS AND TRANSFERS — PHYSICAL

#### 18.18 POSTING OF JOB AWARDS AND TRANSFERS — CLERICAL

(b) Company shall post on the bulletin boards in each headquarters within the system a list of all job awards made through postbids and through prebids in accordance with the provisions of Section 205.8 (of the Physical Agreement), **and through transfers** since the last list was posted. Such list will include the job vacancy number and headquarters, the appointed employee's name and service, and the Agreement section relied upon for the award. (Amended 1/1/80)

### TITLE 206 — DEMOTION AND LAYOFF PROCEDURE — PHYSICAL

### TITLE 19 — DEMOTION AND LAYOFF PROCEDURE — CLERICAL

Union would like to discuss the retraining of employees who are subject to layoffs due to lack of work or technological advancements.

#### 206.7 LAYOFF — PHYSICAL

#### 19.7 LAYOFF — CLERICAL

- If there is no job to which Company can demote an employee under



Section 206.3 (19.3), or if the employee does not effect a displacement under any of the elections in Sections 206.4 (19.4) and 206.5 (19.5) and 206.6 (19.6), 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 — PHYSICAL**  
**19.8 MOVING ALLOWANCE — CLERICAL**

When an employee is displaced under the provisions of this Title because of lack of work at his headquarters, and his new headquarters is beyond 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.

**TITLE 206 — DEMOTION AND LAYOFF PROCEDURE — PHYSICAL**

**206.10 DEMOTION INTO UNIT FROM OUTSIDE — PHYSICAL**

When by reason of lack of work at his headquarters the Company demotes into a classification in the collective bargaining unit a supervisory or other employee who was not at the time of demotion a member of such unit such employee shall thereupon be entitled to exercise the rights set forth in this Title, **provided they have not been out of the bargaining unit in excess of 48 months.**

**206.16 DEMOTION OF NON-UNIT EMPLOYEE INTO UNIT — PHYSICAL**

A supervisory or other employee who was not at the time of demotion a member of the collective bargaining unit but who formerly worked in a classification which is in such unit may be demoted for any reason other than for lack of work into a previously existing vacancy in such unit within the Division in which he is employed or into a vacancy which has been created in any Division by the concurrent transfer or promotion of an employee out of such unit in connection with such demotion, **provided such employee has not been out of the bargaining unit in excess of 48 months.**

**TITLE 207 — MISCELLANEOUS — PHYSICAL**

**207.2 Delete**

**TITLE 208 — OVERTIME — PHYSICAL**

**208.9 2-HOUR MINIMUM — SERVICE OR RESIDENT EMPLOYEE — PHYSICAL**

**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.**

**208.12 PREARRANGED OVERTIME — PHYSICAL**

When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on workdays outside of his regular work hours he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if any such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for travel time from his home and for actual work time up to his regular work hours unless the provisions of Section 208.11 are applicable; (2) on non-workdays or on holidays he shall be paid overtime compensation for actual work time and for travel time in connection therewith. For the purpose of this Section prearranged work is deemed to be work for which notice has been given **at least 24 hours in advance** before the end of his preceding work period on a workday.

**208.16 EQUAL DISTRIBUTION — PREARRANGED OVERTIME — PHYSICAL**

(a) Prearranged overtime work shall be distributed among employees in the same classification and in the same location as equally as is practicable. **The Company will post accumulative prearranged overtime worked or credited as worked for each person each month.**

**208.24 SERVICE EMPLOYEE — ON CALL COMPENSATION — PHYSICAL**

(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 three hours pay at the straight time rate for each 12 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 non-workday, or at the option of the employee, the provisions of Section 103.7 may be utilized.**

**TITLE 208 — OVERTIME — PHYSICAL**  
**TITLE 12 — OVERTIME — CLERICAL**

**208.2 RATE AND DOUBLE TIME CONDITIONS — PHYSICAL**  
**12.2 RATE AND DOUBLE TIME CONDITIONS — CLERICAL**

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

**12.3 EQUAL DISTRIBUTION — CLERICAL**

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

**12.7 PREARRANGED OVERTIME — CLERICAL**

When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on workdays outside of his regular work hours he shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if any such employee continues to work into or beyond his regular work hours he shall be paid overtime compensation only for travel time from his home and for actual work time up to his regular work hours unless the provisions of Section 12.10 are applicable; (2) on non-workdays or on holidays he shall be paid overtime compensation for actual work time and for 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-workdays during regular work hours he shall be paid overtime compensation only for actual work time.]** For the purpose of this Section prearranged work is deemed to be work for which notice has been given **at least 24 hours in advance** before the end of his preceding work period on a workday.

**208.11 REST PERIODS — PHYSICAL**  
**12.10 REST PERIODS — CLERICAL**

(a) There shall be included as part of the eight hours worked at the overtime rate in such 16 hour period any travel time and 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 eight hour rest period.**

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

(2) If the rest period extends into the second half of his workday, the employee **shall** be excused from reporting for work until the following workday, and **[in such event]** he **shall** 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 workday without having had a rest period of eight consecutive hours, in which event he shall be paid at **three** times the straight rate of pay for all work performed until he has been relieved from duty for at least eight consecutive hours.

(g) **If an employee is called to work at any time between the eighth and fourth hour preceding his normal workday he will be entitled to a rest period based on the amount of hours worked. Travel time and meal time will not be included in the computation of the rest period.**

**208.11 REST PERIODS — PHYSICAL**

(h) **If an employee has worked eight hours or more at the overtime rate during his normal days off, and is called for emergency overtime, in what would normally be a rest period on his normal workday, he would be precluded from being charged for overtime work which is declined.**

**TITLE 212 — EMERGENCY DUTY — PHYSICAL**

**212.2 SEMI-ANNUAL AND WEEKLY SIGN-UP — PHYSICAL**

(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 — PHYSICAL**

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

**212.10 SERVICE EMPLOYEES — PHYSICAL**

Delete

**GENERAL CONSTRUCTION TITLE 300 — APPLICATION**

Union will provide proposals on Title 300 at a later date.

**TITLE 600 — JOB DEFINITIONS AND LINES OF PROGRESSION**

**For the purpose of bidding, a 1245 Corrosion Mechanic shall be considered in the line of progression to a 1368 Apprentice Measurement and Control Mechanic.**

**The Corrosion Mechanic shall make a lateral move and be frozen at that rate until he finishes the apprentice program.**

**For the purpose of bidding, a 2210 Gas Serviceman or 2230 Reserve Gas Serviceman shall have the same bidding rights of a Fieldman.**

**TITLE 600 — DIVISION GAS MEASUREMENT AND CONTROL GROUP**

**1470 ORIFICE METERMAN**

The Union proposes to reclassify the existing Orifice Meterman to the two year step of the Apprenticeship for Apprentice Measurement and Control Mechanic. The Orifice Meterman (1470) language shall be deleted from Lines of Progression and Job Definitions.

**TITLE 600**

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

**TITLE 600**

Reclassify Reserve Gas Serviceman to Apprentice Serviceman with automatic progression.

**TITLE 600**

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

**TITLE 600**

Union would like to discuss Gas Serviceman audit procedures.

**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.

**See NEXT PAGE**



# PHYSICAL/CLERICAL PROPOSALS

## — CONTINUED

In addition to the job definitions of a 0470 and 0474 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).

### TITLE 600 PIPE LINE OPERATIONS DEPARTMENT PLANT OPERATING

For bidding purposes an Assistant Compressor Plant Operator 1569, shall be considered next lower to a Senior Compressor Plant Operator 1566 at Topock Compressor Plant if he has passed the appropriate test.

### TITLE 600 STEAM GENERATION DEPARTMENT OPERATING

Union would like to discuss the Steam Generation Operators Training Program with Company in regards to the establishment of an ongoing training school, such as the Schooling provided for Electric Operators in the O.I.T. program.

Union would also like to discuss the reclassification of Steam Generation Power Plants, and Steam Generation Operators wages in connection with this reclassification.

### TITLE 600 GENERAL CONSTRUCTION, FIELD EMPLOYEES AND DAVIS SHOP EXHIBIT VI-K AND SECTION 600.11 AND 600.13 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 0474 & 0466 Electrician the "Lead Electrician" of a two man unit will lay out and direct the work. This will include clearance coordination. (The rate differential to be established at four percent above Electrician's rate.)

### EXHIBIT I — PHYSICAL EXHIBIT B — CLERICAL 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 only if:

## IBEW LOCAL 1245

# BENEFITS PROPOSALS

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

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

(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, 1984, the cost to a Participant is **two cents** a month per \$100 of insurance.

#### 2.10 RETIREMENT OR TERMINATION OF EMPLOYMENT

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 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 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.

#### PART B — LONG TERM DISABILITY

Union would like to discuss the need for the Company to provide adjustments to current LTD recipients.

### PART III RETIREMENT PLAN

#### 3.03 SERVICE

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

(a) Any Credited Service as of December 31, 1975, as defined under the Plan prior to the January 1, 1976, amendment and reproduced in Special Provision F, and

(b) The elapsed time from the first day of employment with an Employer (but not earlier than January 1, 1976) to the Participant's Severance from Service Date, excluding any periods of Break in Service and any Service cancelled by the operation of Sections 3.04 and 3.13. (Amended 1/1/81.)

(c) **All current, accumulative and additional sick leave will be considered as Credited Service at Retirement. Total sick leave hours will be multiplied by .0005 and that calculation will result in a portion of one year. For example, 400 sick leave hours  $\times$  .0005 = .2 years of Credited Service.**

#### 3.05 NORMAL RETIREMENT DATE

(a) Normal Retirement Date is the first day of the month following a

Participant's 65th birthday.

(b) **If a Participant should desire to continue Company employment beyond the Normal Retirement Date, the Employee must advise the Company by written notice at least 90 days prior to the Participant's 65th birthday.**

(c) **Failure to notify Company in a timely matter as described in (b) above will result in mandatory retirement on the Participant's Normal Retirement Date. (Also refer to Section 3.09 Deferred Retirement.)**

### 3.06 BASIC PENSION BENEFIT FORMULA

#### (a) Pension Band Table

3.06 New Basic Pension Benefit Formula  
(a) Pension Band Table —

Pension Band Number	Basic Weekly Pay as of 1/1/84	*Monthly Benefit Per Year of Service Effective on:		Pension Band Number	Basic Weekly Pay as of 1/1/84	*Monthly Benefit Per Year of Service Effective on:	
		1/1/84	**1/1/85			1/1/84	**1/1/85
01	Up to \$399.99	\$26.00	\$29.12	47	\$625 - \$629.99	\$40.94	\$45.85
02	400 - 404.99	26.32	29.47	48	630 - 634.99	41.27	46.22
03	405 - 409.99	26.65	29.85	49	635 - 639.99	41.59	46.58
04	410 - 414.99	26.97	30.21	50	640 - 644.99	41.92	46.95
05	415 - 419.99	27.30	30.58	51	645 - 649.99	42.24	47.31
06	420 - 424.99	27.62	30.93	52	650 - 654.99	42.57	47.68
07	425 - 429.99	27.95	31.30	53	655 - 659.99	42.89	48.04
08	430 - 434.99	28.27	31.66	54	660 - 664.99	43.22	48.41
09	435 - 439.99	28.59	32.02	55	665 - 669.99	43.54	48.76
10	440 - 444.99	28.92	32.39	56	670 - 674.99	43.87	49.13
11	445 - 449.99	29.24	32.75	57	675 - 679.99	44.19	49.49
12	450 - 454.99	29.57	33.12	58	680 - 684.99	44.52	49.86
13	455 - 459.99	29.89	33.48	59	685 - 689.99	44.84	50.22
14	460 - 464.99	30.22	33.85	60	690 - 694.99	45.17	50.59
15	465 - 469.99	30.54	34.20	61	695 - 699.99	45.49	50.95
16	470 - 474.99	30.87	34.57	62	700 - 704.99	45.82	51.32
17	475 - 479.99	31.19	34.93	63	705 - 709.99	46.14	51.68
18	480 - 484.99	31.52	35.30	64	710 - 714.99	46.47	52.05
19	485 - 489.99	31.84	35.66	65	715 - 719.99	46.79	52.40
20	490 - 494.99	32.17	36.03	66	720 - 724.99	47.12	52.77
21	495 - 499.99	32.49	36.38	67	725 - 729.99	47.44	53.13
22	500 - 504.99	32.82	36.76	68	730 - 734.99	47.77	53.50
23	505 - 509.99	33.14	37.12	69	735 - 739.99	48.09	53.86
24	510 - 514.99	33.47	37.49	70	740 - 744.99	48.42	54.23
25	515 - 519.99	33.79	37.84	71	745 - 749.99	48.74	54.59
26	520 - 524.99	34.12	38.21	72	750 - 754.99	49.07	54.96
27	525 - 529.99	34.44	38.57	73	755 - 759.99	49.39	55.32
28	530 - 534.99	34.77	38.94	74	760 - 764.99	49.72	55.69
29	535 - 539.99	35.09	39.30	75	765 - 769.99	50.04	56.04
30	540 - 544.99	35.42	39.67	76	770 - 774.99	50.37	56.41
31	545 - 549.99	35.74	40.03	77	775 - 779.99	50.69	56.77
32	550 - 554.99	36.07	40.40	78	780 - 784.99	51.02	57.14
33	555 - 559.99	36.39	40.76	79	785 - 789.99	51.34	57.50
34	560 - 564.99	36.72	41.13	80	790 - 794.99	51.67	57.87
35	565 - 569.99	37.04	41.48	81	795 - 799.99	51.99	58.23
36	570 - 574.99	37.37	41.85	82	800 - 804.99	52.32	58.60
37	575 - 579.99	37.69	42.21	83	805 - 809.99	52.64	58.96
38	580 - 584.99	38.02	42.58	84	810 - 814.99	52.97	59.33
39	585 - 589.99	38.34	42.94	85	815 - 819.99	53.29	59.68
40	590 - 594.99	38.67	43.32	86	820 - 824.99	53.62	60.05
41	595 - 599.99	38.99	43.67	87	825 - 829.99	53.94	60.41
42	600 - 604.99	39.32	44.04	88	830 - 834.99	54.27	60.78
43	605 - 609.99	39.64	44.40	89	835 - 839.99	54.59	61.14
44	610 - 614.99	39.97	44.77	90	840 - 844.99	54.92	61.51
45	615 - 619.99	40.29	45.12	91	845 - 849.99	55.24	61.87
46	620 - 624.99	40.62	45.49	92	850 - and etc.	55.57	62.24

\*The Monthly Benefit amount shown in the above table times years of Service shall be compiled to the nearest half month. 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 remain in 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.

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

#### 3.06 (1) ADDITIONAL RETIREMENT INCOME

Each Participant shall upon retirement, in addition to the monthly pension benefit provided for in Subsection 3.06a 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) **which will result in an average premium per week. The average premium per week will then be multiplied by the current factor which will result in a monthly benefit per year of Service amount.** The factor referred to is computed on the effective date of any plan 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 22 applies to a Participant who retires in any year of the contract term, the factor would be **.06499 (\$33.79  $\div$  \$519.99). The monthly benefit per year of Service amount will then be multiplied by the Participant's Credited years of Service which will result in the Additional Monthly Retirement Income.**

#### Example of Additional Retirement Computation:

Temporary Straight Time Upgrades	\$ 600.00
Traveling Adjustments	\$ 0
Shift Premiums	\$3,077.76
Sunday Premiums	\$ 878.40
Nuclear Premiums	\$ 0

1. Total	\$4,556.16
2. Weeks in Three Years	$\div$ 156
3. Average Premium Per Week	= \$ 29.21
4. Current Factor	$\times$ .06499
5. Monthly Benefit Per Year of Service	= \$ 1.90
6. Participant's Credited Years of Service (Assume 30)	$\times$ 30
7. Additional Monthly Retirement Income	= \$ 56.94

3.06 (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 25 applies to a Participant



who retires with 10 years of Service, the factor would be 1.333 times the 1984 Monthly Benefit of \$33.79 which increases the Monthly Benefit amount to \$45.05, times 10 years of Service, thus providing a Pension of \$450.50.

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

### 3.07 EARLY RETIREMENT PENSION BENEFIT FORMULA

#### 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

### 3.09 DEFERRED RETIREMENT

An Employee may continue in employment beyond the Normal Retirement Date [only] at the request of an Employer or at the request of the Employee as may be required by law. A Participant whose employment continues beyond Normal Retirement Date shall not be entitled to a pension until Participant's Actual Retirement Date. (Also refer to Section 3.05 Normal Retirement Date.)

### 3.11 SPOUSE'S PENSION

(a) If a married Participant dies while employed by 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 60 or more at the time of the Participant's death. (59.5 or more is rounded to 60.)

### 3.13 WITHDRAWAL OF PARTICIPANT CONTRIBUTIONS ON TERMINATION OF EMPLOYMENT

(a) A Participant's contributions to the Plan may not be withdrawn prior to Actual Retirement Date or other termination of Service. After a Participant's Service is terminated, the Participant, by written notice to the Participant's Employer at least 30 days before the date the Pension begins, may elect to have such Contributions Plus Interest returned. If Service terminates before the Participant has ten years of Service, such withdrawal terminates all of the Participant's rights under the Plan. If such Participant is re-employed and such cancelled Service would otherwise be restored pursuant to Section 3.04, the Participant shall be given an option to repay the amount of any contributions withdrawn under this Section, together with additional interest at the rate of five percent per annum from the date of distribution to the date of repayment. Such repayment must be made within 24 months of the re-employment date of such Participant. If such withdrawn contributions are not thus repaid, the Participant's prior Service which was accrued during the period of time that contributions to the Plan were required shall not be restored. If such failure to repay causes a forfeiture of all prior Service, such Participant shall be treated as a new Employee for all purposes.

(b) **Withdrawal of Participant Contributions Upon Retirement.** If Service terminates with at least ten years of Service, the Pension the Participant would otherwise be entitled to at the Normal or Early Retirement Date shall be reduced by an amount that reflects the actuarial value of the contributions withdrawn, and set out in tables adopted by the Employee Benefit Administrative Committee from time to time to reflect the ERISA formula, but in no event will the Pension be reduced more than one-third.

(1) The reduction factors are applied to the Participant's Retirement Contributions plus interest and determined by the Participant's last birthday at retirement. The current reduction factors are as follows:

Age	Factor	Age	Factor
55	.0700	63	.0900
56	.0725	64	.0925
57	.0750	65	.0950
58	.0775	66	.0975
59	.0800	67	.1000
60	.0825	68	.1025
61	.0850	69	.1050
62	.0875	70	.1075

#### EXAMPLE:

Participant's Contributions Plus Interest	\$10,000.00
Multiplied by Factor (Assume Age 62)	.0875
Annual Pension Reduction	\$ 875.00
Monthly Pension Reduction	\$ 72.92

See PAGE ELEVEN

### SPECIAL PROVISION C and SPECIAL PROVISION D

Below are the factors used to determine the reduced annual rate of retirement income payable to Spouses or Joint Pensioners in the event of the Participant's death.

The following tables have been revised to reduce the penalty for

male Participants equal to the reduction factors used for female Participants.

It is the Union's intent to introduce tables in the Benefit Agreement which will include factors for options of 25%, 33-1/3%, 50%, 66-2/3%, 75% and 100 percent in both Special Provision C and D.

### 3.10 Forms of Pension

#### SPECIAL PROVISION C

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

AGE OF DESIGNATED NON-SPOUSE	100% OPTION ELECTION (PARTICIPANT WHOSE RETIREMENT AGE IS:)																		
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70			
45	.860	.849	.838	.826	.813	.800	.786	.772	.757	.741	.725	.709	.691	.674	.655	.637			
46	.865	.855	.844	.832	.820	.807	.793	.779	.764	.749	.732	.716	.699	.681	.663	.644			
47	.871	.861	.850	.838	.826	.813	.800	.786	.771	.756	.740	.723	.706	.688	.670	.651			
48	.877	.867	.856	.845	.833	.820	.807	.793	.778	.763	.747	.731	.713	.696	.678	.659			
49	.883	.873	.862	.851	.840	.827	.814	.800	.786	.770	.755	.738	.721	.703	.685	.667			
50	.888	.879	.868	.858	.846	.834	.821	.807	.793	.778	.762	.746	.729	.711	.693	.675			
51	.894	.884	.874	.864	.852	.841	.828	.814	.800	.785	.770	.754	.737	.719	.701	.683			
52	.899	.890	.880	.870	.859	.847	.835	.822	.808	.793	.778	.762	.745	.728	.710	.691			
53	.904	.896	.886	.876	.865	.854	.842	.829	.815	.801	.786	.770	.753	.736	.718	.700			
54	.909	.901	.892	.882	.872	.860	.848	.836	.822	.808	.793	.778	.764	.744	.727	.708			
55	.914	.906	.897	.888	.878	.866	.855	.843	.830	.816	.801	.786	.770	.753	.735	.717			
56	.919	.911	.902	.893	.884	.873	.862	.850	.837	.823	.809	.794	.778	.762	.744	.726			
57	.923	.916	.908	.899	.889	.879	.868	.857	.844	.831	.817	.802	.787	.771	.754	.736			
58	.928	.920	.913	.904	.895	.885	.875	.864	.852	.839	.825	.811	.796	.780	.763	.745			
59	.932	.925	.918	.909	.901	.891	.881	.870	.859	.846	.833	.819	.804	.789	.772	.755			
60	.936	.929	.922	.915	.906	.897	.888	.877	.866	.854	.841	.828	.813	.798	.782	.765			
61	.940	.934	.927	.920	.912	.903	.894	.884	.873	.862	.850	.836	.822	.807	.792	.775			
62	.944	.938	.932	.925	.918	.910	.901	.891	.881	.870	.858	.845	.832	.817	.802	.785			
63	.948	.943	.937	.930	.923	.915	.907	.898	.888	.878	.866	.854	.841	.826	.812	.796			
64	.952	.947	.941	.935	.929	.921	.913	.905	.895	.885	.874	.862	.850	.836	.822	.806			
65	.956	.951	.946	.940	.934	.927	.919	.911	.902	.893	.882	.871	.859	.846	.832	.817			
66	.959	.955	.950	.945	.939	.932	.925	.918	.909	.900	.890	.879	.868	.855	.842	.827			
67	.962	.958	.954	.949	.943	.937	.931	.924	.916	.907	.898	.887	.876	.864	.851	.836			
68	.966	.962	.958	.953	.948	.942	.936	.929	.922	.914	.905	.895	.885	.874	.861	.848			
69	.968	.965	.961	.957	.952	.947	.941	.935	.928	.920	.912	.903	.893	.882	.871	.858			
70	.971	.968	.964	.961	.956	.951	.946	.940	.934	.927	.919	.910	.901	.891	.880	.868			

### 3.10 Forms of Pension

#### SPECIAL PROVISION D

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

SPOUSE'S AGE AT PENSIONERS RETIREMENT	50% OPTION ELECTION (PARTICIPANT WHOSE RETIREMENT AGE IS:)																		
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70			
45	.961	.958	.954	.951	.947	.943	.939	.935	.930	.925	.920	.914	.908	.902	.895	.889			
46	.962	.959	.956	.953	.949	.945	.941	.937	.932	.927	.922	.916	.911	.904	.898	.891			
47	.964	.961	.958	.954	.951	.947	.943	.939	.934	.929	.924	.919	.913	.907	.900	.894			
48	.966	.963	.960	.956	.953	.949	.945	.941	.936	.932	.927	.921	.916	.909	.903	.896			
49	.967	.964	.961	.958	.955	.951	.947	.943	.939	.934	.929	.924	.918	.912	.906	.899			
50	.969	.966	.963	.960	.957	.953	.949	.945	.941	.936	.932	.926	.921	.915	.909	.902			
51	.970	.967	.965	.962	.958	.955	.951	.947	.943	.939	.934	.929	.923	.918	.911	.905			
52	.972	.969	.966	.963	.960	.957	.953	.950	.946	.941	.936	.931	.926	.920	.914	.908			
53	.973	.971	.968	.965	.962	.959	.956	.952	.948	.944	.939	.934	.929	.923	.917	.911			
54	.974	.972	.970	.967	.964	.961	.958	.954	.950	.946	.942	.937	.932	.926	.920	.914			
55	.976	.974	.971	.969	.966	.963	.960	.956	.952	.948	.944	.939	.934	.929	.923	.917			
56	.977	.975	.973	.970	.968	.965	.962	.958	.955	.951	.947	.942	.937	.932	.926	.920			
57	.979	.977	.974	.972	.969	.967	.964	.961	.957	.953	.949	.945	.940	.935	.929	.924			
58	.980	.978	.976	.974	.971	.969	.966	.963	.959	.956	.952	.947	.943	.938	.932	.927			
59	.981	.979	.977	.975	.973	.970	.968	.965	.962	.958	.954	.950	.946	.941	.936	.930			
60	.982	.981	.979	.977	.975	.972	.970	.967	.964	.960	.957	.953	.948	.944	.939	.933			
61	.984	.982	.980	.978	.976	.974	.972	.969	.966	.963	.959	.955	.951	.947	.942	.937			
62	.985	.983	.982	.980	.978	.976	.973	.971	.968	.965	.962	.958	.954	.950	.946	.940			
63	.986	.984	.983	.981	.979	.977	.975	.973	.970	.967	.964	.961	.957	.953	.948	.943			
64	.987	.986	.984	.983	.981	.979	.977	.975	.972	.969	.966	.963	.959	.955	.951	.946			
65	.988	.987	.985	.984	.982	.980	.979	.976	.974	.971	.969	.966	.962	.958	.954	.950			
66	.989	.988	.986	.985	.984	.982	.980	.978	.976	.974	.971	.968	.965	.961	.957	.953			
67	.990	.989	.987	.986	.985	.983	.982	.980	.978	.975	.973	.970	.967	.964	.960	.956			
68	.991	.990	.988	.987	.986	.985	.983	.981	.979	.977	.975	.972	.969	.966	.963	.959			
69	.991	.990	.989	.988	.987	.986	.984	.983	.981	.979	.977	.974	.972	.969	.966	.963			
70	.992	.991	.990	.989	.988	.987	.986	.984	.983	.981	.979	.976	.974	.971	.968	.965			

### 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.



**\*PG&E RETIREMENT PLAN PENSION ESTIMATE**  
Based Upon Amendments To Retirement Plan Effective on 1/1/84

**RETIREMENT ESTIMATES**

*The Union has developed a revised format for Retirement Estimates and its options. It is the Union's desire that the Company utilize this improved format for the benefit of all employees.*

Employees Name Robert Jackson Proposed Pension Date 7/1/83 Normal Retirement Date 7/1/89 Status (Active) X (LTD) \_\_\_\_\_

Termination Date N/A Social Security Number 561-11-2641 Sex Male Birth Date 7/1/24 Age on Retirement 60

Marital Status Married Classification Lineman Division Employed San Francisco Basic Weekly Pay \$602.80

Pension Band Number 25 Monthly Benefit Per Year of Service Amount \$35.13 \*\* Additional Retirement Income (A.R.I.) \$9.96 Employment Date 7/1/68

Total Years Employed 15 Credited Service Date 7/1/68 Credited Years Service Buy Back None Credited Service Earned Thru Unused Sick Leave 26

Total Years Credited Service 15.26 Factor For Employees Who Retire With Less Than 20 Years Service 1.1111 Employee Pension Contributions \$2,520.00

Employee Buy Back Contributions None Interest Accumulated From Contributions \$840.00 Age Factor If Pension Contributions Are Withdrawn .871

Average Covered Compensation Highest 60 Consecutive Months \$2,560.00 Early Retirement Reduction Percentage 6

Spouses Name Marian Jackson Social Security Number 560-36-2892 Sex Female Birth Date 7/1/26

Age At Participants Pension Date 58

Joint Pensioners Name N/A Social Security Number N/A Sex N/A

Birth Date N/A Age At Participant's Pension Date N/A

**Pension Calculations**

**OPTION 1 Section 3.06 (a)**

Monthly Benefit Per Year of Service	Total Years Credited Service	Monthly Pension	**Additional Retirement Income Amount	Monthly Pension Including (A.R.I.)	Early Retirement Reduction Percentage	Early Retirement Reduction Amount	Monthly Pension Including (A.R.I.)	Basic Pension
\$ 35.13	15.26	\$ 536.08	\$ 9.96	\$ 546.04	6%	\$ 32.76	\$ 546.04	\$ 513.28

**OPTION 2 Section 3.06 (b) (For Employees with less than 20 years Service)**

Monthly Benefit Per Year of Service	Improvement Factor	Improvement Monthly Benefit Per Year of Service	Total Years Credited Service	Monthly Pension	**Additional Retirement Income Amount	Monthly Pension Including (A.R.I.)	Early Retirement Reduction Percentage
\$ 35.13	1.1111	\$ 39.03	15.26	\$ 595.60	\$ 9.96	\$ 605.56	6%
Early Retirement Reduction Amount = \$ 36.33							

**OPTION 3 Section 3.06 (c)**

Average Covered Compensation Highest 60 Consecutive Months	***Percentage Based On Credited Service	Non Adjusted Monthly Pension	Less 50 Percent Primary Social Security Benefit	Adjusted Monthly Pension	Early Retirement Reduction Percentage	Early Retirement Reduction Amount
\$ 2,560.00	25%	\$ 640.00	\$ 280.00	\$ 360.00	6%	\$ 21.60
Adjusted Monthly Pension = \$ 360.00		Basic Pension = \$ 338.40				

Basic Pension \$569.23 (The Greatest of Option 1, 3.06(a) — Option 2, 3.06(b) — Option 3, 3.06(c))

****Spouses or Joint Pensioners Option	Option Factor	Basic Pension	Employees Pension	Spouses or Joint Pensioners Portion	Spouses or Joint Pensioner Pension in Event of Employees Death
25%	.968	\$ 569.23	\$ 551.01	.25	\$ 137.75
33 1/3%	.958	\$ 569.23	\$ 545.32	.333	\$ 181.59
50%	.939	\$ 569.23	\$ 534.51	.50	\$ 267.26
66 2/3%	.905	\$ 569.23	\$ 515.15	.667	\$ 343.61
75%	.889	\$ 569.23	\$ 506.05	.75	\$ 379.54
100%	.844	\$ 569.23	\$ 480.43	1.00	\$ 480.43

**Pension Reduction if Retirement Contributions are Withdrawn**

Retirement Contributions Including Interest	Age Factor	Annual Reduction	Monthly Reduction	Basic Pension	Monthly Reduction	Reduced Pension if Contributions are Withdrawn
\$ 3,360.00	.0871	\$ 292.66	\$ 24.39	\$ 569.23	\$ 24.39	\$ 544.84

****Spouses or Joint Pensioners Option	Option Factor	Reduced Pension	Employees Pension	Spouses or Joint Pensioners Portion	Spouses or Joint Pensioner Pension in Event of Employees Death
25%	.968	\$ 544.84	\$ 527.41	.25	\$ 131.85
33 1/3%	.958	\$ 544.84	\$ 521.96	.333	\$ 173.81
50%	.939	\$ 544.84	\$ 511.60	.50	\$ 255.80
66 2/3%	.905	\$ 544.84	\$ 493.08	.667	\$ 328.88
75%	.889	\$ 544.84	\$ 484.36	.75	\$ 363.27
100%	.844	\$ 544.84	\$ 459.84	1.00	\$ 459.84

\*\*\*\*\*Social Security Income Monthly Benefit Age 62 \$560.00 Monthly Benefit Age 65 \$700.00 Monthly Benefit at Retirement 60 Years 0 Months \$None

PG&E Common Stock Total Shares 1200 Dividend Rate \$ 3.00 Annual Income \$ 3,600.00 Monthly Income \$ 300.00

\* This estimate is based on certain assumptions related to salary and Credited Service and facts may change prior to your retirement.

\*\* Additional Retirement Income (A.R.I.) Note: 30 Days May be Required to Compute (A.R.I.)

**Three Consecutive Years at its Highest Level of the Following:**

Temporary Straight Time Upgrades	\$1,566.00
Traveling Adjustments	\$
Shift Premiums	\$
Sunday Premiums	\$
Nuclear Premiums	\$
1. Total	\$1,566.00
2. Weeks in 3 Years	÷ 156
3. Average Premium Per Week	= \$ 10.038461
4. Current Factor	× .06499
5. Monthly Benefit Per Year of Service	= \$ .6523995
6. Participants Credited Years of Service	× 15.26
7. Additional Monthly Retirement Income	= \$ 9.96

\*\*\*3.06(c) Applicable only to Participants whose Service began on or before December 31, 1976, and ends on or before December 1, 1985 — 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.

\*\*\*\*In lieu of a one-half Marital Pension, a married Participant, by giving the Employer at least 30 days written notice prior to Actual Retirement Date, may, with the written consent of the Spouse, elect to waive any Marital Pension or may elect to provide a Marital Pension of less than one-half.

\*\*\*\*\*Social Security is based on current laws and this calculation is based on your actual taxable earnings from PG&E only. If you have earnings from other employers, your Social Security Benefits could be higher.



Continued from PAGE NINE

### 3.18 COMPANY'S POWERS AND DUTIES

The Company, acting through its Board of Directors or Executive Committee, reserves to itself the exclusive power to amend, suspend, or terminate the Plan as provided below and to appoint and remove from time to time:

- (a) The individuals comprising the Employee Benefit Finance Committee;
- (b) The individuals comprising the Employee Benefit Administrative Committee;
- (c) The Employers whose Employees may participate in the Plan.

Effective on January 1, 1984 the Company Board of Directors shall appoint the Union Business Manager of Local Union 1245 of the International Brotherhood of Electrical Workers (AFL-CIO) as an additional member of both the Employee Benefit Finance Committee and the Employee Benefit Administrative Committee. The Union Business Manager may appoint and delegate to one individual on each Committee the power and duty to handle the day-to-day financial administration of the Plan. Such individuals need not be members of either committee and shall serve at the pleasure of the Business Manager. The so designated Business Manager and his appointee shall resign from membership of the Employee Benefit Finance Committee and the Employee Benefit Administrative Committee from time to time to be replaced by any newly elected Business Manager.

All powers and duties not reserved to the Company are delegated to the Employee Benefit Finance Committee and to the Employee Benefit Administrative Committee. Action of either committee shall be by vote of a majority of the members of the committee at a meeting, or in writing without a meeting, and evidenced by the signature of any member who is so authorized by the committee. The Company indemnifies each member of each committee against any personal liability or expense arising out of any action or inaction of the committee or of any member of the committee or of such individual, except that due to his own willful misconduct.

### RETIREMENT ESTIMATES - See chart on PAGE TEN

### 3.23 DEFINITIONS AND CROSS REFERENCE

#### Basic Weekly Pay:

(1) On the effective date of any Retirement Plan Agreement; each active Employee on Actual Retirement Date shall be placed in a Pension Band which reflects the Participant's straight-time rate of pay for the basic workweek or the top rate of pay for the Employee's basic classification, whichever is greater, not including any temporary upgrade pay, any premium pay or any benefits of any kind. 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 or more of Service and who, due to a lack of work situation, the inability to perform job skills to meet Company standards, or due to physical disability, is demoted, transfers or bids down during a period up to 5 years immediately preceding Participant's Actual Retirement Date, but not to exceed three years with at least 10 but less than 20 years of Service, not to exceed four years with at least 20 but less than 30 years of Service and not to exceed five years with at least 30 years of Service or more 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.

### PART IV SAVINGS FUND PLAN CONTRIBUTIONS

#### 4.04 EMPLOYEE CONTRIBUTIONS

To become a contributing participant, an Eligible Employee must contribute to the Basic Fund or make Matching Contributions to the 1/2 percent TRASOP. 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) 1, 2 or 3 percent with less than three years of Service.
- (2) 1, 2, 3, 4, 5 or 6 percent with three or more years of Service.
- (3) A Participant may elect to invest Basic Fund contributions in Company Common Stock, the Diversified Equity Fund, the Money Market Investment Fund, the Guaranteed Income Fund and the Mortgage Investment Fund.
- (4) Participants may not contribute an amount less than 20 percent in any of the available options but may invest more than 20 percent in increments of five percent not to exceed 100 percent in any number of Basic Fund investment options.

(b) Supplemental Fund Contributions. An Employee who is contributing the maximum percentage as allowed in (a), (1) and (2) above may elect to contribute to the Supplemental Fund one of the following percentages of Covered Compensation:

- (1) 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 or 11 percent with less than three years of Service.
- (2) 1, 2, 3, 4, 5, 6, 7 or 8 percent with three or more years of Service.
- (3) A Participant may elect to invest Supplemental Fund Contributions in Company Common Stock, the Diversified Equity Fund, the Money Market Investment Fund, the Guaranteed Income Fund and the Mortgage Investment Fund.
- (4) Participants may not contribute an amount less than 20 percent in any of the available options but may invest more than 20 percent in increments of five percent not to exceed 100 percent in any number of Supplemental Fund Investment options.

(c) Changing Investment Contributions. The Participant may change investment Plan options in either the Basic Fund or the Supplemental Fund at any time by submitting an appropriate notice.

(d) Transferring Accumulated Contributions. The Participant may transfer the value of accumulated employee contributions from one fund to another once each calendar year in either the Basic Fund or the Supplemental Fund but no transfers may be allowed from the Guaranteed Income Fund.

#### 4.05 EMPLOYER CONTRIBUTIONS

(a) The Company shall contribute to Participants of the Basic Fund with less than three years of Service an amount equal to 75 cents per dollar of employee contributions but not to exceed three percent of Participants Covered Compensation. The Company shall contribute to Participants of the Basic Fund with three years or more of Service an amount equal to 75 cents per dollar of employee contributions but not to exceed six percent of Participants 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.

### AMENDMENTS TO HEALTH AND DENTAL BENEFIT AGREEMENT

#### SECTION 5. PAYMENT OF PREMIUMS BY EMPLOYER

(a) Dental (California Dental Service Plan)

For the Plan Years 1984 and 1985, the employer shall pay the total amount necessary to provide dental benefits for its employees and their dependents. Effective January 1, 1984 the basic benefit under the Plan will be 85 percent of non-orthodontic covered benefits to a maximum of \$2,000 per year per person and 70 percent of covered orthodontic benefits to a maximum of \$1,200 per case.

(1.) In addition to (a) above, effective January 1, 1985, the basic benefit under the Plan will be increased to 90 percent of non-orthodontic benefits to a maximum of \$2,000 per year per person, provided employees and their dependents participated in full annual diagnostic and preventive care and complete corrective treatment during the year 1984.

(2.) If employees and their dependents do not participate in the required dental care and treatment as described in (1.) above during 1984, the percentage allowed for non-orthodontic covered benefits will remain at the January 1, 1984 level of 85 percent until such time as participants qualify for increases and eventually achieve the Plan maximum.

(3.) Effective on January 1, 1984 and each year thereafter, any new employee and their dependents when eligible, will receive coverage at the rate of 80 percent of non-orthodontic covered benefits and will be subject to the Plan requirements, benefits and percentage increases of five percent per year as described in (a) (1.) and 2.) above.

(4.) The Employer shall provide dental benefits for retired Employees and their dependents if such Employees retire on or after January 1, 1984. The basic benefit under the plan will be 100% of non-orthodontic covered benefits to a maximum of \$1,000 per person per year. The retired employee and the Company shall share equally in the cost of the Plan.

#### PHYSICAL EXAMINATIONS

The Union would like to raise the concept of the Company providing employees with annual physical examinations by means of a mobile unit staffed with Physicians, Nurses and Laboratory Technicians.

The examination should include an evaluation of employees current level of health and fitness and evaluate the risk for cardiovascular disease. The following examinations and tests should be provided:

- (a) Cardiovascular Evaluation
  - Blood Pressure/Pulse
  - Resting 12 Lead EKG
  - Exercise Treadmill Study
- (b) Diagnostic Blood/Urine Evaluation
- (c) Musculoskeletal Evaluation
  - Leg Strength and Balance Measurements
  - Flexibility Testing
  - Knee and Back Assessment
- (d) Pulmonary Spirometry
  - Respiratory Volume
  - Lung Capacity
  - Full Chest X-Ray
- (e) Pap-Smear

The above tests and evaluations shall be voluntary and confidential. Employees should be given the opportunity to omit some tests if considered undesirable.

#### PRESCRIPTION DRUG PLAN

The Company shall provide a paid Drug Prescription Plan effective on 1/1/84. Such a Plan shall include a \$1.00 deductible amount and will be administered by Pharmaceutical Card System, Inc.

#### MEDICARE SUPPLEMENTAL HEALTH PLAN

The Company shall increase its contributions for all classes of retired bargaining unit employees and their dependents from \$10.50 per month to \$21.00 per month per person to be applied to their selected Supplemental Health Plans.

#### MEDICAL COVERAGE FOR THE RETIRED EMPLOYEE'S SPOUSE

(a) The Employer shall continue to provide paid medical coverage for the spouse of an employee who is retired if such spouse has attained age 60 at the time the retired employee becomes eligible for Medicare.

(b) Employees who become eligible for Medicare shall pay for their spouses medical coverage until such time as the spouse qualifies for Employer paid medical coverage as described in (a) above.

#### HEALTH, DENTAL AND VISION CARE PLANS IN EVENT OF EMPLOYEES DEATH

(a) If a regular employee should die the Company shall continue to provide the deceased Employee's dependents with their current Health, Dental and Vision Care Plans for a period of one year following the first of the month from the date of the Employee's death.

(b) In addition to (a) above, the deceased Employees dependents may within 30 days prior to completion of the one year period, convert their current Health Plan to an individual Plan membership without undergoing a physical examination. The actual benefits provided by the individual membership are not the same as those provided by the Company Blue Cross Plan.

See NEXT PAGE



# BENEFITS PROPOSALS

## — CONTINUED

### EXTENDED HEALTH PLAN COVERAGE

Employees with at least one year of Service who are laid off due to a lack of work situation shall continue to be provided with their paid Health Plan coverage for a period not to exceed one year.

### HEALTH PLAN ELIGIBILITY

The Company shall provide a paid Medical Plan to an employee effective on the first day of the month following at least 30 days of employment.

Eligible employees may provide the Company Health Plan to dependents at their expense until such time as employees and dependents are eligible for all Company provided Plans.

### Establishment of Day Care Centers

Effective January 1, 1984, Company will offer employees an opportunity to register their children in a Company sponsored Day Care Center in each Company facility. Establishment of a Day Care Center may be implemented if there are at least five applicants in each facility. The Company will provide the space for the center and will also provide for utilities and maintenance for such facility. The Day Care Center will be administered by a Board of Directors which will include Company, Parent, Staff and Community Representatives. Children between the ages of three to six will be accepted and if practicable each facility may provide a Kindergarten class. A Staff of ten may be required to accommodate up to fifty children. The Center will operate between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday fifty-two weeks a year. Employees whose children are cared for at the Center will be required to spend at least five hours a week assisting the paid staff. Employees who place their children in such facilities will have ten percent of their gross salaries to a maximum of \$40.00 per week deducted for the service. If a parent has more than one child attending the Day Care Center the fee would be one half of the amount which is charged for the first child.

## IBEW LOCAL 1245

# GENERAL CONSTRUCTION PROPOSALS

Local Union 1245  
International Brotherhood  
Electrical Workers

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

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

May 13, 1983

Dear Mr. Bonbright:

Attached please find Union's initial proposal for amendments to those Titles of the Physical Agreement which apply to employees in the General Construction Department.

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

Union's committee will be prepared to discuss this proposal and other issues as soon as meeting dates can be established. Union has requested an initial meeting on May 18, 1983 and is awaiting Company's response. Firm dates have been established for the period of June 6-10, 1983.

Very truly yours,

*Jack McNally*

Jack McNally  
Business Manager

### 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.]

### 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 1 year 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:

### 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 [25] 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 [25] 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 [25] 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, 3) regularly maintained, and 4) open year around.**

### 301.3 RESIDENCE DEFINITION

(b) An employee who is a newly hired, rehired more than 1 year 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 [25] 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 [25] 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 [25] 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; **each non-workday during which an employee is required to travel between job headquarters in conjunction with a transfer, as provided for in Section 301.11.**

Road Miles From the City Hall or Principal Intersection* of Employee's Residence to the Reporting Location		Amount of Per Diem 1984
Zone		
1	More than [25] 20 but 35 or less	\$12.25
2	More than 35 but 45 or less	15.75
3	More than 45 but 55 or less	21.25
4	More than 55 but 65 or less	27.75
5	More than 65 but 75 or less	34.25
6	More than 75 but 100 or less	48.50
7	More than 100	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.

**If the distance between the employee's Residence and headquarters or point of assembly exceeds 150 road miles, such employee shall receive an additional expense allowance of 20¢ per mile, round trip, from such Residence to such headquarters or point of assembly once during each work week in which the employee reports for work.**

### 301.5 COMPANY PROVIDED FACILITIES

If employees in lieu of providing their own board and lodging under Section 301.4 or 301.9(a), (b) and (c) 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 expenses allowance 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. **However, if an employee elects to use the Company-provided board and lodging at a headquarters or point of assembly at which he would otherwise be entitled to receive per diem expenses, and Company does not furnish him transportation he shall be entitled to a transportation allowance of 20¢ per mile, round trip, from such Company-provided board and lodging to the employee's residence each time he returns to his residence in conjunction with his non-work days or on a holiday, provided that he returns to such Company board and lodging on or before the next day he reports for work. If, however, the employee elects to travel to a location other than his residence in conjunction with such non-work days, or a holiday, he shall be entitled to reimbursement of a transportation allowance of 20¢ per mile, round trip, from such Company-provided board and lodging to such temporary location. In no event, however, shall such allowance exceed that to which the employee would have been entitled had he traveled to his residence.**

### 301.8 PROJECTS

Union proposes to delete this Section, along with note at bottom of page (\*).

[An employee who is hired for a single project and who is required to



move from one job location to another on the same project shall not be deemed to qualify for expense allowances provided for in Section 301.4 unless he attained regular\* status prior to such transfer and the distance between the employee's hiring location on the project and any of his future job locations on such project exceeds 75 road miles, or unless he has had a prior transfer between Company jobs or projects in his present period of continuous service with Company.]

[\*See Subsection 106.5(b) of this Agreement]

### 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 where the daily total meal costs exceed \$24.10 during 1983. In subsequent years, this amount shall be adjusted so as to be equal to the average meal cost as shown in the Annual Survey on Reasonable Costs for Steam Generation Traveling Maintenance Crews. 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. At such time as an employee is assigned to a temporary, emergency, or special job at another location outside the employee's Residence Area, Company shall provide to such employee an advance. Such advance shall be in an amount equal to \$24.10 (in 1983 and as adjusted thereafter) plus the estimated amount of lodging cost multiplied by the number of work days remaining in the workweek. If the period of special assignment is extended beyond this workweek, such employee shall be provided with an additional advance, as provided for above, at the start of each additional workweek. If such temporary, emergency, or special job location is at a headquarters or point of assembly at which Company-provided board and lodging is available, the employee shall not be eligible to select the provisions of this option (a) but shall be eligible to select the provisions of option (b) below. If such employee elects to utilize the Company-provided board and lodging, the provisions of Section 301.6 shall apply.

(d) Any continuous period of attendance at a Company training class which has been agreed to between Company and Union shall be considered a special temporary assignment for the duration of such assignment and shall qualify for expenses as provided in Subsection 301.9(a) and (b) [(c)] above, except, however, while on such training assignment an employee may be required to utilize board and lodging which is provided by Company, in lieu of receiving per diem or full expenses. Such board and lodging shall be of reasonable quality and shall be in such a location as to provide reasonable security to the employee and his property. If an employee is required to utilize Company-provided board and lodging, the provisions of Section 301.6 shall apply. Such assignment will not constitute a change in headquarters for the purposes of Section 301.1. Travel to such classes shall be as provided for in Section 301.11.

(e) Employees who are sent on special assignment and are required to use Company transportation to the temporary location will be provided Company transportation for meeting their personal needs.

### 301.10 ILLNESS 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, or other personal reason except as provided for in Subsection 301.4(e). Camp and boardinghouse facilities shall, however, be available at no cost, subject to the provisions of Section 301.6, 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

(a) When an employee is transferred to a new job headquarters or point of assembly, he shall be compensated for either 1) the actual time he spends traveling from his former job headquarters or point of assembly, exclusive of stopovers or 2) one hour for each 45 miles or portion thereof traveled, whichever is greater.

(b) Where possible, all travel time pursuant to this Section shall be taken during regular work hours on a workday, and shall be compensated at the straight rate of pay for the classification the employee will hold at the new headquarters or point of assembly. When the Company requires that travel time be taken outside regular work hours, or on a non-workday, such travel time shall be paid at the overtime rate of pay (pursuant to Subsection 308.2(a)) for the classification the employee will hold at the new headquarters or point of assembly. Such travel time outside regular work hours or on a non-workday shall be considered as time worked. Travel time in excess of four hours, which cannot be taken during regular work hours on a work day, shall be taken on a non-work day.

(c) It is recognized that while traveling between job headquarters, employees are prevented from observing their usual and average meal practices or are prevented from eating a meal at approximately the usual time therefor. Therefore, if an employee is directed to travel for more than one hour outside regular work hours on a regular work day or for more than four hours on a non-work day, Company shall provide the employee with a meal at such time. If further travel is necessary, additional meals shall be provided at intervals of approximately four hours for as long as such travel continues, but such employee shall not be required to travel more than five consecutive hours without an additional meal break, to be provided by Company.

(d) When transportation facilities therefor 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 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, unless the employee elects to invoke the provisions of Section 306.15.

### 301.15 TRANSFERS (FIELD EMPLOYEES)

If a field employee is transferred to a General Construction Service [or Processing] Center, the following conditions will apply:

(a) If the employee requested such transfer and is accepted as regularly assigned to the Center, the employee shall not be entitled to an expense allowance at the Center.

(b) If transferred to a Center other than at the employee's own request and for temporary assignment at that location, or if the employee is placed in a Service Center as a result of the application of Title 306, full expense provisions of this Title for field employees shall apply. If after being at the Center for a time, such an employee is offered and accepts a regular assignment to a General Construction Service [or Processing] Center classification and rate, the employee then shall become ineligible for further expense allowance at the Center.

### 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 [60] 30 days of such overpayment. However, extenuating circumstances may relieve the employee of responsibility of reimbursement for overpayment of less than [60] 30 days.

### TITLE 302 HOURS

#### 302.1 [BASIC] WORKWEEK AND BASIC WORKWEEK [DEFINED]

A workweek is defined to consist of seven consecutive calendar days, and a basic workweek is defined to consist of [five] four workdays of eight hours each. The days in the basic workweek shall be known as workdays and the other days in the workweek shall be known as non-workdays. Employees may be scheduled to work more or less than [five] four days per week or for more or less than eight hours per day, but in any such event the basic workweek shall continue to be as herein defined.

#### 302.2 BASIC WORKWEEK

The basic workweek shall be from Monday through [Friday] Thursday.

#### 302.3 CHANGES

Notwithstanding the provisions of Section 302.2 hereof, Company's Foreman or other Supervisor and the employees involved, together with Union, may mutually establish a different basic workweek of [five] four consecutive work days.

#### 302.5 HOURS - GENERAL

In general, and except as otherwise provided herein, the regular hours of work shall be from 8 a.m. to 12 o'clock noon and from 12:30 p.m. to 4:30 p.m., or from 8 a.m. to 12 o'clock noon and from 1 p.m. to 5 p.m.; provided, however, that the regular lunch period may be advanced or delayed one hour or less for any of the following reasons, namely, (1) when work which must necessarily be performed on facilities serving a customer of Company can most conveniently be performed during such customer's lunch period; (2) when work must necessarily be performed by reason of an interruption to utility service or other emergency having occurred; (3) when work must necessarily be performed to eliminate a hazard to life or property; or (4) when the Company foreman or other supervisor and the employees involved mutually establish a different lunch period or agree to a temporary change in the regular lunch period. A change in lunch period for any of the foregoing reasons shall not be deemed to require the payment of overtime, except that if the regular lunch period is advanced or delayed for more than one hour for any of the reasons herein numbered (1), (2), (3), the employees involved will be paid at the overtime rate for work performed in the regular lunch period and may eat their lunch on Company time.

Notwithstanding the foregoing, the workday of an employee who reports for his or her regular work hours between 12 o'clock noon and 8:00 a.m. inclusive shall consist of eight consecutive hours.

#### 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 [20] 15 minutes or less each way, such employees shall report at the work site.

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# GENERAL CONSTRUCTION PROPOSALS

## — CONTINUED

- (2) When travel from such facilities to the work site requires more than [\*20] 15 minutes, the travel time each way in excess of [\*20] 15 minutes shall be considered as time worked.

[\*20 minutes becomes 25 minutes in 1981 and 30 minutes in 1982. (Amended 1-1-80)]

### 302.11 NON CAMP CONDITIONS

A location reasonably convenient to board and lodging as referred to in Sections 302.9 and 302.10 hereof shall mean any location within the city limits of an incorporated city where board and lodging are available; or, in an unincorporated area, a location where the board and lodging are within [15] five road-miles of the headquarters or assembly point and provided further that such board and lodging are within 2 road-miles of each other, and which is accessible by automobile. Where the headquarters is in an unincorporated area, such board and lodging may be either in an unincorporated area or in an incorporated area or in an incorporated city. (Amended 1/1/80)

### 303.4 EXPENSES

When a [regular] employee is directed by the foreman or supervisor in charge not to report for work on any day in the employee's basic workweek because of inclement weather, or other similar cause beyond the employee's control, the employee shall be paid the sum [of \$9.00] equal to twice the hourly weighted average straight-time rate of all General Construction employees represented by Union (rounded to the nearest full cent per hour) or, if the employee lives at a Company-operated or Company-designated boardinghouse or camp, the employee shall not be charged for board and lodging on such day, provided, however, that this Section shall not apply to employees during the time they receive expense allowance as provided in Section 301.4 and 301.9 hereof except such employees who are receiving the per diem expense allowance at the rate [of \$4.50 a day shall be paid an additional \$4.50 and those receiving \$8.00 a day shall each be paid an additional sum of \$1.00] less than twice the hourly weighted average shall be paid an additional sum each work day so that total compensation under this Subsection is equal to twice the weighted average for each workday on which they are prevented from performing scheduled work by inclement weather conditions.

### 303.6 INCLEMENT WEATHER ALLOWANCE

When an employee is directed by the foreman or supervisor in charge not to report for work on any day in the employee's basic workweek because of inclement weather, or other similar cause beyond the employee's control and such employee has been prevented from working for a total of 40 unpaid hours during the calendar year, such employee shall be entitled to two hours compensation for each day in the employee's basic workweek on which he is directed not to report for work, following the accumulation of 40 unpaid hours. If an employee has been directed not to report for work for a total of 80 unpaid hours during the calendar year, such employee shall be entitled to four hours compensation for each day in the employee's basic workweek on which he is directed not to report for work, following the accumulation of 80 unpaid hours. Such compensation provided for in this Section shall be paid in addition to that which is provided for in Section 303.4. The expense allowance provided for in Section 303.4 shall not be included in the accumulation of 40 or 80 unpaid hours.

### TITLE 204 — WAGES AND CLASSIFICATIONS

### TITLE 304 — WAGES AND CLASSIFICATIONS

### TITLE 13 — WAGES AND CLASSIFICATIONS

#### 204.1 PAY DAY — (PHYSICAL)

##### 13.2 PAY DAY — (CLERICAL)

##### 304.3 PAY DAY — (PHYSICAL)

Wages shall be paid at biweekly intervals on [Fridays] Thursdays for a two week payroll period ending not less than four 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 workday.

Wages will be paid as if the basic workweek, as defined in Section 202 (302) (10) of this Agreement, consisted of forty hours.

### TITLE 204 — WAGES AND CLASSIFICATIONS

### TITLE 304 — WAGES AND CLASSIFICATIONS

### TITLE 13 — WAGES AND CLASSIFICATIONS

#### 204.1 PAY DAY — (PHYSICAL)

#### 304.3

##### 13.2 PAY DAY — (CLERICAL)

Amend appropriate sections to provide that all errors in checks, straight-time or overtime, be paid on a separate check. Further: Union proposes that all overtime be paid on a separate check.

### 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 of 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 [will notify Union in advance in writing] 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.

### TITLE 306 — DEMOTION AND LAYOFF PROCEDURE

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

The provisions of this Title 306 which are applicable to regular employees with two years or more of Service in cases of displacement, demotion or layoff due to lack of work or the return of an employee from leave of absence for Union business or military service, but not to layoffs due to inclement weather, lack of material and similar causes, shall be applied in such manner as to give effect to the following:

(a) Provided that [an] the employee is fully qualified to perform the duties of the classification to which such employee is to be demoted or transferred, Service, as defined in Section 106.3, shall be the determining factor in the application of this Title.

(b) An employee may not elect to displace another employee with equal or greater Service. An employee may not displace an employee in a classification having a wage rate higher than that of such employee's classification except where such classification is considered to be the same in accordance with a Line of Progression as provided for in Title 600.

(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 under letter of agreement between Company and Union. (Amended 1/1/80)]

(d) Company shall designate the employees to be displaced under the provisions of this Title.

(e) When it becomes necessary to move an employee because of lack of work, Company shall give him as much notice as practicable.

#### 306.3 BUMPING (2 OR MORE YEARS OF SERVICE)

(a) An employee who has two or more years of Service and who is to be demoted pursuant to Section 306.2 may, in lieu thereof, elect to displace an employee who 1) has less Service than the displacing employee, 2) is in the displacing employee's current classification, and 3) is in the same General Construction Department.

(b) If an employee with two or more years of Service cannot effect a displacement provided for in Subsection (a) above and cannot effect a demotion to the next lower classification in the reverse order of the normal line of progression pursuant to Section 306.2, he may elect to displace an employee who 1) has less Service than the displacing employee and 2) is in the next successively lower classification in the reverse order of the normal line of progression in the same General Construction Department.

#### 306.4 BUMPING (5 OR MORE YEARS OF SERVICE)

(a) An employee with five or more years of Service who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Section 306.3, may elect to displace an employee who 1) has less Service than the displacing employee and 2) is in the displacing employee's current classification in a different department of General Construction. If such displacement is not possible, the employee may elect to displace an employee who has less Service than the displacing employee and who is in the next lower or successively lower classification in the reverse order of the normal line of progression.

(b) An employee with five or more years of Service who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Section 306.3 or Subsection 306.4 (a), may elect to displace an employee who has less Service than the displacing employee and 1) is in a classification the displacing employee previously held for six months or more within the preceding four years in any G.C. Department, or 2) is in a classification lower in the line of progression to a classification the displacing employee previously held for six months or more within the preceding four years in any G.C. Department. An employee may not effect a promotion under the provisions of this Subsection.

#### 306.5 BUMPING (4 OR MORE YEARS OF SERVICE)

(a) An employee with four or more years of Service who cannot effect a demotion pursuant to Section 306.2, and who cannot effect a displacement provided for in Section 306.3 or 306.4, may elect to displace that employee who 1) has less Service than the displacing employee and 2) is in the beginner's classification in a different line of progression in the same General Construction Department.

(b) An employee with four or more years of Service who cannot effect a demotion pursuant to Section 306.2, and who cannot effect a displacement provided for in Section 306.3 or 306.4 or Subsection 306.5 (a), may elect to displace an employee who 1) has less Service than the displacing employee and 2) is in a beginner's classification in a different department of General Construction.

#### 306.6 FILLING A BEGINNER'S VACANCY IN DIVISION

An employee with five or more years of Service who cannot effect a demotion pursuant to Section 306.2, and who cannot effect a displacement provided for in Sections 306.3, 306.4 or 306.5, may elect to fill a vacancy in a beginner's classification 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).

(a) In the application of this Section, an employee must be able to meet the same qualification requirements that Division employees must meet.

(b) An employee who enters a beginner's classification under the provisions of this Section shall not have any rights under Section 206.9, but shall have accelerated rights to return to his or her former classifications and department of General Construction or to successively lower classifications in the normal line of progression to such classifications.



- (c) A placement under the provisions of this Section shall count as a transfer under the provisions of Subsection 205.5 (b) or Subsection 19.5 (b), as appropriate.

### 306.7 LAYOFFS

(a) If there is no job to which Company can demote an employee under Section 306.2, or if the employee does not effect a displacement under any of the provisions of this Title, the employee will be laid off.

(b) When it becomes necessary for Company to lay off an employee because of lack of work, Company shall give him as much notice as practicable, but in no event shall a regular employee be given less than five working days' notice, and an employee who has five or more years of Service shall be given not less than ten working days' notice.

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

### 306.9 ACCELERATED PROMOTION - TRANSFER

For the purpose of enabling employees who have been demoted and/or transferred under the provisions of this Title, or to enable employees who have been or are on Long Term Disability status to return to their former classification(s) and lines of progression on an accelerated basis, Company [will] shall give preferential consideration, pursuant to Title 305, to employees who formerly worked in such job classification(s) and lines of progression in accordance with the following:

(a) Where written notice has been provided to Company by an employee who has been transferred to or re-employed in other lines of progression, Company shall return such employee to a beginner's classification, which the Company intends to fill, in the employee's original or intermediate line(s) of progression to which the employee has indicated he will return.

An employee who declines to return to the beginner's classification in the line of progression for which he has indicated willingness to return will forfeit any further preferential rights to return to such line of progression. Such employee will retain preferential rights to those lines of progression he has not declined.

(b) When appropriate medical recommendations indicate that an employee on Long Term Disability can return to active employment, the employee will be given preferential consideration to return to the last classification he held prior to going on LTD or to a lower classification he is capable of filling in his former department or another department of General Construction, subject to the conditions of Section 112.10 of the Agreement. Such placement will be in the highest available classification commensurate with such employee's reduced capabilities, if any.

(c) An employee will be given preferential consideration for promotion within his present G.C. Department to return to the highest classification he held immediately prior to demotion under this Title.

(d) In considering notices received from two or more employees under the provisions of Subsection (a), Company shall give preferential consideration to the notice made by the employee who has the greatest Service.

### 306.11 SUPERVISORIAL DEMOTION

When by reason of lack of work in his Department, the Company demotes into a classification in the collective bargaining unit a supervisor or other employee who was not at the time of demotion a member of such unit, such employee shall thereupon be entitled to exercise the rights set forth in this Title, provided they have not been out of the bargaining unit in excess of 48 months.

### 306.12 DISPLACEMENT

A supervisory or other employee who was not at the time of demotion a member of the collective bargaining unit, but who formerly worked in a classification which is in such unit, may be demoted for any reason other than lack of work into a classification in such unit provided that no employee in such unit shall be displaced by such action, provided they have not been out of the bargaining unit in excess of 48 months.

### 306.14 REHIRE

(a) 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 [one year] the time periods provided for in Section 106.3(a) 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 lay off] on the basis of Company Service, 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) for which re-employment will be accepted. The employee will be notified of the proper method for informing the Company.

(b) When a vacancy exists in a beginner's job in the line of progression in [the] a department of General Construction in which the employee formerly worked, and from which he was transferred or laid off under the provisions of this Title, Company shall provide notice of openings for re-employment as follows:

- (1) By calling the last telephone number furnished by the laid off employee and offering re-employment. If contacted by telephone, such employee must advise Company whether or not such employment will be accepted within 24 hours and the employee must be available for work within [5] five workdays.
- (2) If the laid off employee cannot be reached by telephone, Company shall [send] forward notice of openings for re-employment to the last mailing address as furnished by such employee. Within three [5] working days after such notice is [mailed] received at such mailing address, the [such] laid off employee must advise Company by telephone whether or not [such] the re-employment [shall] offer will be accepted, and the employee must be available for work within 24 hours after so advising Company [that such re-employment will be accepted].
- (3) To expedite rehiring, more than one employee may be notified of an opening, but priority shall be given to employees [in the reverse order of lay off] with the greatest Service.
- (4) Company shall not be required to contact laid off employees when the opening for re-employment is outside the Promotion-Demotion Geographic Area(s) and department(s) in which such employee has indicated a desire to accept re-employment.
- (5) If Company cannot contact the laid off employee by telephone and if no reply is received by Company within [5] three working days after notice is [mailed] received at his mailing address, 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 may be notified of the opening.

### 306.15 MOVING ALLOWANCE - GENERAL CONSTRUCTION SERVICE 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.

### 306.16 CLASSIFICATION RETENTION

A field employee who, as a result of the application of this Title, displaces into a G.C. Service Center, shall maintain his status as a field employee and shall maintain the appropriate field classification. Such employee shall be entitled to per diem expenses as provided in Section 301.15.

### 308.2 RATES

(a) In general, overtime compensation at the rate of [1-1/2] two 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 [two] two and one-half 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] two and one-half 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 [two] three 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 [two] three 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. (Amended 1-1-80)

### 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-workdays 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 a minimum of 48 hours advance notice has been given by the end of his regular [preceding] work [period] hours on a regular work day.

### 308.9 MINIMUM PAY

Union proposes the deletion of this Section.

[The provisions of Section 308.8 as to travel time shall not apply when the prearranged work starts less than 2 hours before regular work hours.]

### 308.10 MAXIMUM TRAVEL TIME

Union proposes the deletion of this Section.

[The maximum time for which travel time in any one direction shall be paid under the provisions of Section 308.8 shall be 1/2 hours.]

### 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 [2] four 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. However, if such employee is given notice of such cancellation before leaving his living quarters in order to report for such prearranged overtime assignment, he shall be paid overtime compensation for a minimum of two hours.

### 308.12 DISTRIBUTION

(a) Prearranged overtime work shall be distributed among employees in the same classification and on the same job assignment as equally as is practicable. [(Amended 1/1/80)] The Company will post accumulative prearranged overtime worked or credited as worked for each person each month.

### 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 not be included in the computation of the eight 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] shall 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] shall 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 eight consecutive hours, in which event he shall be paid at three [2] times the straight rate of pay for all work performed until he has been relieved from duty for at least eight consecutive hours.

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# GENERAL CONSTRUCTION PROPOSALS

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### 308.15 [3] THREE WEEK LIMIT

(a) Except where a hazard to life or property exists, employees will not be required to work more than [3] **three** consecutive weeks without having [2] **two** consecutive days off.

(b) *If an employee has been required to work two consecutive periods of more than 18 days, having taken two consecutive days off between such periods pursuant to Subsection (a) above, such employee shall not be required to work for the next three consecutive days.*

(c) *If an employee has been required to work four consecutive periods of six days worked and one day off, such employee shall not be required to work for the next two consecutive days.*

(d) *If such days off occur on regular work days, the employee shall receive compensation for such day at the straight time rate of pay.*

### TITLE 600 JOB DEFINITIONS AND LINES OF PROGRESSION

#### 600.11 DAVIS SHOP, GENERAL CONSTRUCTION

Union wishes to discuss the Job Definitions and Lines of Progression for the Gas-Mechanical Service Center and Field group, including the area of training.

#### 600.13 FIELD EMPLOYEES, GENERAL CONSTRUCTION

Union wishes to discuss the Job Definitions and Lines of Progression for various sections of General Construction field classifications, including training, wages, job content, etc.

### EXHIBIT II GENERAL CONSTRUCTION

#### PROMOTION-DEMOTION GEOGRAPHIC AREAS

For use with Titles 305 and 306.

Union wishes to discuss the current Promotion-Demotion Geographic Area exhibit.

### EXHIBIT VII BEGINNER'S CLASSIFICATIONS

#### AUXILIARY OPERATOR\*

Steam Generation — Operating

#### ROUTINE HYDRO CLERK

Electric Hydro — Clerical

#### ROUTINE PLANT CLERK

Steam Generation — Clerical

#### GARAGEMAN

General Services — Garage

#### GARDENER

General Services — Building Maintenance  
Electric Maintenance

#### GROUNDMAN

Electric Transmission and Distribution

#### GROUNDMAN, NIGHT

Electric Transmission and Distribution

#### HELPER

Electric Meter  
Electric Maintenance  
Steam Generation — Technical  
Steam Generation — Mechanical  
Steam Generation — Electrical  
Steam Heat  
Gas Transmission and Distribution  
Gas Plant Maintenance  
Water  
General Services — Building Service  
Pipe Line Operations — Transmission Maintenance  
Pipe Line Operations — Technical Maintenance  
Materials Distribution — Machine Shop  
Materials Distribution — Electric and Utility

#### WATER FACILITIES MAINTENANCEMAN\*

Water

#### COOK'S HELPER

Electric Operating  
Pipe Line Operations — General

#### SHIFT HELPER

Gas Measurement and Control

#### HOUSEBOY

Electric Operating

#### HOUSEKEEPER

Electric Operating

#### JANITOR

Steam Generation — Operating  
General Services — Building Maintenance  
Pipe Line Operations — Plant Maintenance  
Materials Distribution

#### JANITRESS

General Services — Building Maintenance

#### SECOND OPERATOR

Electric Operating

#### OPERATOR-IN-TRAINING\*

Electric Operating

#### ASSISTANT COMPRESSOR PLANT OPERATOR

PLO — Plant Operating

#### TERMINAL OPERATOR\*

PLO — Transmission Operation

#### ASSISTANT PUMP TESTER

Customer Services

### MATERIALSMAN\*

General Services — Warehouse  
Materials Distribution — Stationery  
Materials Distribution — Central Warehouse

### PLANT ASSISTANT

Gas Meter Repair Plant

\*Will not be considered a beginning job for bidding purposes for employees in the same line of progression, but will be considered as a beginning job for all other employees.

### GENERAL CONSTRUCTION FIELD CLASSIFICATIONS

0050 Engineer's Aide  
0054 Routine Clerical Assistant  
0245 Routine Field Clerk  
0885 Field Garageman  
0910 Groundman  
0916 Camp Helper  
0947 Helper  
0955 Kitchen Helper B  
1080 Laborer  
1926 Painter Helper  
2584 Waitress C

### SERVICE CENTER CLASSIFICATIONS

0314 Routine Shop Clerk  
0880 Garageman  
1210 Materials Man

### GENERAL CONSTRUCTION DEPARTMENT FIELD CLASSIFICATIONS

0050 Engineer's Aide  
0054 Routine Clerical Assistant  
0245 Routine Field Clerk  
0885 Field Garageman  
0910 Groundman  
0916 Camp Helper  
0947 Helper  
0955 Kitchen Helper B  
1080 Laborer  
1926 Painter Helper  
2584 Waitress C

### SERVICE CENTER CLASSIFICATIONS

0314 Routine Shop Clerk  
0880 Garageman  
1210 Materials Man

### EXHIBIT VIII JOB COMPARISONS

Union wishes to discuss this Exhibit. Union believes an update is necessary.

### EXHIBIT X BASIC WAGE SCHEDULE FIVE-DAY WEEK BASIS

Union proposes that all General Construction classifications be adjusted to re-establish the historic 5% wage differential between General Construction and comparable Division classifications. Further, Union proposes that non-comparable classifications be adjusted as necessary in order to maintain proper wage differential between various General Construction classifications.

### BASIC WAGE SCHEDULE

#### EXHIBIT X — PHYSICAL 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.

### EMPLOYEE PROVIDED TOOLS

Union wishes to discuss Company's proposed Letter Agreement 80-63-PGE, dated September 23, 1980 and Company's proposed amendment to Letter Agreement 80-63-PGE, dated May 18, 1982, relating to the list of tools provided by employees.

Pursuant to Company's commitment to meet with Union to discuss potential incentives for General Construction employees at the Geysers Power Plant to form van/car pools, Union proposes that the General Negotiations G.C. Sub-committee address this subject in the event discussion is not concluded in another forum.





# 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  
P.O. Box 4790  
Walnut Creek, California 94596

May 4, 1983

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

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 1983 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 Tuesday, Wednesday and Thursday, May 10, 11 and 12, 1983. The first meeting will commence at 10:00 a.m. in Room 443, 245 Market Street, San Francisco.

Yours very truly, I. W. Bonbright

### PROPOSALS - WORKING CONDITIONS AGREEMENTS

- 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.
- Title 1 (1) Preamble:** Amend Section 1.2 to update the nondiscrimination clause, as shown on Page 1-1.
- Title 2 - Clerical:** Amend Section 2.1 to include changes in the Vice President and Comptroller's organization, as shown on the attached Pages 2-1 and 2-2. **Physical:** Discuss effect of reorganization of the Steam Generation group.
- Title 8(21) - Labor-Management Cooperation:** Amend Section 8.7(21.7) to remove the reference to Pipe Line Operations and Materials Department so that this Section will match with the "generic" references in Section 8.4 (21.4), as shown on the attached Page 8-1.
- Title 100 - Application:** Amend Section 100.1 updating this Section to include various Departments, as shown on the attached Page 100-1.
- Title 102(9) - Grievance Procedure:** In order to reduce the inordinate amount of unnecessary 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.
- Title 103(14) - Holidays:**
  - Amend Section 103.1:** 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 further proposes that General Construction employees celebrate all Saturday holidays on the following Monday.
  - Section 103.14(14.14):** Company proposes to add a new Section 103.14(14.14) to provide for errors related to holiday entitlement.
- 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 on 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 104-1 through 104-3.

- 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 amend this outdated Section, as shown on the attached Page 107-1.
- Title 108(23) - Supplemental Benefits for Industrial Injury:** Add a new Section to handle cases of abuse when it is proven that employees have misrepresented or falsified their reasons to obtain supplemental benefits, as shown on the attached Page 108-1.
- Title 111(8) - Vacation:** Amend Section 111.13(8.13) to provide for one annual signup 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, as shown on the attached Page 111-1.
- 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 amend Section 112.8(7.8), as shown on the attached Pages 112-1 and 112-2.
- 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.
- Title 202 - Hours:** In a continuing effort to maintain work that will be lost to outside contractors as a result of the Rule 15 decision and other competitive forces, Company will reintroduce its 1982 job siting proposal. However, Company will review the written report of conclusions and recommendations of the Job Siting Committee due on July 1, 1983 before submitting a specific proposal.
- Title 204(13) - Wages and Classifications:**
  - Amend Subsection 204.6(a)(13.9(a)) to compensate equitably employees when assigned to a lower paying classification, as shown on the attached Page 204-1.
  - 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.
- Title 18 - Job Bidding, Promotion and Transfer:**
  - Amend Section 18.2 to clarify "top rate of pay," as shown on Page 18-1.
  - Amend Section 18.5 to update the beginner's classifications, as shown on Page 18-2.
- Title 205(18) - Job Bidding and Promotion:**
  - Amend Subsections of this Title to correct administrative problems in the prebid and transfer procedure created as a result of the 1980 bargaining.
  - Amend Section 205.5 to provide for the administration of Priority 1 classifications.
  - Add Section 205.21 to provide language to define and clarify "top rate of pay," as agreed to January 26, 1968. The text of the proposal is shown on Page 205-1.
  - Amend Sections 205.11(18.11) and 205.14(18.13), as shown on the attached Pages 205-2 and 205-3.
- 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, as shown on the attached Pages 206-1 through 206-3.
- Title 212 - Emergency Duty:** The joint 212 Committee is to submit a written report of its conclusions and recommendations to the General Negotiating Committee by July 1, 1983; and subsequent to that time, Company will present a 212 emergency duty call-out proposal.
- Exhibit I(B) - Educational Assistance:** Company suggests that this Exhibit be updated.
- Clerical Classifications:** Company will submit amendments to certain clerical classifications after the conclusion of the Meter Reading negotiations.
- General Construction:** It is our understanding that a General Construction Subcommittee has been established to discuss numerous General Construction issues. Specific proposals relating to Part III of the Agreement will be exchanged and discussed at the Subcommittee meeting on May 6, 1983 at Union's office.
- Exhibit VI - Job Definitions and Lines of Progression and Related Review Committee Decisions:** Company will propose certain changes in Job Definitions, Lines of Progression, and related Review Committee Decisions.
- Title 600, Exhibits VI - VI-L and X:** Company proposes to change the title of all Subforeman classifications to Crew Foreman, i.e., Line Subforeman becomes Line Crew Foreman.

### PROPOSALS - BENEFIT AGREEMENT

- 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.
- Retirement Plan:**
  - Section 3.06 Basic Formula:** Company expects to amend the basic formula to correspond with the average wage increase, as agreed to

See Next Page



# PG&E COMPANY PROPOSALS

## — CONTINUED

last fall. 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 as of May 1, 1983.
  - c) Early Retirement Section 3.07, Footnote 4: Company proposes to clarify this footnote as it applies to early retirement. (See Page 3.07-1 attached.)
  - d) Special Provisions C and D: Company will propose unisex tables.
  - e) Company will submit contract language to guarantee that the pension of an employee on Long Term Disability will not be reduced while on LTD, due to changes in the table in Section 3.06.
27. **Savings Fund Plan:**
- a) Delete all references to the TRASOP Plan.
  - b) Company is willing to negotiate more investment options for this plan, as follows:
    - (i) PGandE Stock Fund (as presently provided).
    - (ii) U.S. Series EE Savings Bond Fund (as presently provided).
    - (iii) Diversified Equity Fund (replacing DIF).
    - (iv) Money-Market Investment Fund.
    - (v) Guaranteed Income Fund.
- Company will provide Union with proposed contract language prior to the Benefit Committee meeting scheduled for May 24, 1983.
28. **PAYSOP**  
Company proposes to designate this new plan as Part V of the Benefit Contract. Proposed contract language will be provided to Union prior to the Benefit Committee meeting scheduled for June 14, 1983.
29. **Term**  
Renumber the current Part V to Part VI and Sections 5.01 through 5.06 to 6.01 through 6.06.

### HEALTH AND DENTAL BENEFIT AGREEMENT

30. Blue Cross Plan: When the \$30 (doctor's visit — base plan) and \$100 (major medical) deductibles were established in 1975, they were earned in 4.4 and 14.6 hours, respectively, for a bargaining unit employee making average pay. Today, they are earned in 2.2 and 7.4 hours, respectively. Hence, the value of this benefit has doubled. Company, therefore, will propose appropriate adjustments in the deductibles during the course of bargaining. The extent to which changes in plan design will be necessary will be affected by the success of the joint Cost Containment Committee during the next three years. Issues that Company will introduce to the Committee in 1983 include: (1) implementing utilization review program for Blue Cross participants including pre-admission review, admission and continued stay review and data analysis; (2) establishing agreed upon claims audit procedure for Blue Cross claims; (3) designing joint communications to employees regarding benefit utilization, consumer responsibility and wellness; (4) asking Union to help in the sponsorship of a Health Fair at PGandE in the fall; (5) studying and implementing plan design changes which will aid in cost control of PGandE's health care package; (6) eliminating the hold harmless feature in its present form.

### TITLE 1 PREAMBLE

#### Amend Section 1.2(1.2) to read:

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 orientation, color, age, national origin, or veteran's status as defined under any Act of Congress, or **any other non-job related factor.**

### TITLE 2 RECOGNITION

#### Amend Section 2.1 to read:

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, Company recognizes Union as the exclusive representative of all office and clerical employees, including Meter Readers and Collectors, in Company's geographical Divisions and in its Materials Distribution Department; Computer Operations Department; Design-Drafting Department; Vice President and Comptroller's Organization; **[Plant Accounting Department], Construction Accounting Department, Corporate Accounting Department (except the Accounting Research and Analysis Section), [Disbursement Accounting Department, Customer Accounting Department, and the Processing and Control Section under the Assistant Comptroller-Processing] the Processing Department (which includes the Customer Accounting Sections, the Payment Processing Center, the Payroll Section, the Accounts Payable Section, and the Processing and Control Section), and the License Projects and Plant Retirement Section of the Plant Valuation Department;** the Pipe Line Operations Department, including Gas Chart Calculator (32-RC-650); the General Office Reprographics Department (20-RC-14824) for whom the National Labor Relations Board has certified Union as such representative; excluding supervisors, confidential employees, and employees in Company's General Office. Whenever the word "Division" is used hereinafter, it may be construed to apply to Departments hereinabove enumerated and whenever the word "Division Manager" is used hereinafter, it may be construed to apply to the Department Heads of the Departments hereinabove enumerated, provided the context makes such application reasonable.

### TITLE 8

#### LABOR-MANAGEMENT COOPERATION

##### Amend Section 8.7(21.7) to read:

Any Division or **[the Pipe Line Operations]** Department **[or Materials Distribution Department]** may withdraw from participation in the Local Labor-Management Committee upon Company's Manager of Industrial Relations giving notice of such intent to Union.

### TITLE 100 APPLICATION

##### Amend Section 100.1 to read:

The provisions of Part I of this Agreement shall apply to (a) operation, maintenance and construction employees in each of Company's geographical Divisions (including clerks in the office of Electric Department foremen and technical clerks in Steam Generation) and its Pipeline Operations Department, Materials Distribution, **[and]** the Communications **Department**, **[and]** Building Department**[s]**, **Gas Meter Repair Facility, Nuclear Plant Operations Department and Steam Generation Department** of the General Office, and (b) field employees of General Construction. Whenever the words "employee" and "employees" are used in this Part, they shall, unless otherwise noted, be construed to refer only to employees described above in this Section for whom Union is the exclusive bargaining representative. Where the context of this Part makes it reasonable to do so, the word "Division" shall be construed to include and apply to the subdivisions enumerated hereinabove and the words "Division Manager" shall be construed to include and apply to the heads of such subdivisions.

### TITLE 102(9) GRIEVANCE PROCEDURE

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 an allowance for any meal which it is required to provide in accordance with the following schedule:

	High Cost Area	Other
Meal nearest regular starting time	\$ 4.15	\$ 4.00
Meal nearest midpoint of regular hours	5.20	5.00
Meal following quitting time, if work continues thereafter	10.35	10.00
Next meal thereafter	7.75	7.50
Second meal thereafter	10.35	10.00
All meals after second meal above	10.35	10.00
Meals on dismissal		
— less than 2-1/2 hours after regular quitting time	7.75	7.50
— 2-1/2 hours or more after quitting time	10.35	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 or off 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.

#### 104.16 — Abuse

**If an employee submits falsified documents or makes a falsified claim for the purpose of obtaining a meal pursuant to this Title, Company may discharge the employee. In such event, the employee's re-**



course to the grievance procedure will be limited to the determination of whether the misconduct occurred.

**Title (16) Meals — Clerical**

Changes following principles in Physical.

**TITLE 107  
MISCELLANEOUS**

**Amend Section 107.1(24.1) to read:**

Company shall not, during the current term of this Agreement, abrogate or reduce the scope of any present plan or benefit whether or not specifically described in this or any other Agreement between the parties hereto without the written consent of Union. The foregoing applies only to plans or benefits which are or have been applied with substantial uniformity in all of Company's Divisions or within one or more Departments of Company.

**TITLE 108  
SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY**

**Add Section 108.3 to read:**

*If an employee abuses the supplemental benefit provisions of this Agreement by misrepresentation or falsification, he shall restore to Company all supplemental payments he received as a result of such abuse; and Company may treat the offense as it would any other violation of a condition of employment.*

**TITLE 111(8)  
VACATIONS**

**Amend Subsection 111.13(a) (8.13(a)) Scheduling:**

(a) Not later than December 1 of every year, Company shall post on appropriate bulletin boards in each department in each headquarters a sign-up schedule on which employees shall designate their choice of vacation periods for the upcoming year. Signups for periods of less than one week will be limited to a total of five days per year. In addition, employees will be permitted to sign up for floating holidays at the same time as they sign up for vacations.

**TITLE 112(7)  
SICK LEAVE**

**Amend Section 112.8(7.12) to read:**

(a) 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. 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.

(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.*

(c) *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.*

**TITLE 204(13)  
WAGES AND CLASSIFICATIONS**

**Amend Subsection 204.6(a) (13.9(a)) to read:**

*If the employee is at a progressive wage step that is higher than the maximum progressive wage step for the classification to which he is being appointed, his rate of pay will be adjusted, as provided in Section 204.5 (13.3).*

**TITLE 205(18)  
JOB BIDDING, PROMOTION AND TRANSFER**

**Amend Section 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.*

*Where a clerical classification is among a group of classifications listed in Exhibit VI as "next lower" in a physical line of progression, the physical classification with the lowest maximum wage rate shall prevail in determining the amount of time required to be worked in such listed "next lower classifications."*

**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 18  
JOB BIDDING, PROMOTION AND TRANSFER**

**Amend Section 18.2:**

**Probationary Employees and Definition of Top Rate of Pay to read:**

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

(b) (Deleted 1/1/74)

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

(d) **Except as provided for in (c) above the definition of the Top Rate of Pay is as defined in Exhibit A.**

**Section 18.5 Filling Beginner's Classifications**

**Amend Subsection 18.5(e):**

The following classifications shall be considered as beginner's classifications and shall not be subject to the bidding provisions of this Title:

Utility Clerk  
Clerk D  
Meter Reader  
Machine Operator B  
Telephone PBX Operator B  
Stenographer C  
Typist A  
Data Entry Operator  
[Computer Operator in Training]  
Computer Operator III  
Gas Chart Calculator  
Utility Telephone PBX Operator  
Utility Typist  
Utility Stenographer  
Reprographics Operator B  
Utility Machine Operator

**TITLE 206  
DEMOTION AND LAYOFF PROCEDURE**

**Amend Sections 206.4 and 206.6 to read:**

**206.4 (19.4) Election to Change Headquarters or Department**

(a) An employee who is to be demoted or displaced, as provided in Section 206.3, **and who has been employed two years or more**, may elect to displace that employee in his same classification and department within the Division who has the least Service. **[or if no such election is available, he may, if he has been employed three years or more, then elect to displace that employee in the Company in his same classification and department who has the least Service]**

(b) An employee who is to be demoted or displaced in Section 206.3, **and who has been employed two years or more**, and who cannot exercise either of the elections, as provided for in Subsection (a) hereof, may elect to displace that employee in his same classification within the Division who has the least Service. **[or if no such election is available, he may, if he has been employed three years or more, then elect to displace that employee in the Company in his same classification who has the least Service]**

(c) An employee who has been demoted or displaced, as provided in Section 206.3, before exercising the election provided in Subsection (a) hereof, may exercise such elections as if the demotion has not occurred.

**Amend Section 206.6 — Bumping Employee in Beginner's Job:**

If Company cannot effect a demotion or displacement of an employee in accordance with Section 206.3 and, if in addition, such employee cannot, for any reason, effect an election in accordance with Sections 206.4 or 206.5, he may elect to displace that employee in the Division in a beginning classification who has the least Service provided he meets the qualifications of the transfer, **and he has been employed two years or more.**

Delete (b).

**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.)

**Section 3.07**

**Amend Footnote 4 to read:**

**4/** A married Participant's Early Retirement Pension shall be in the form of a Marital Pension, computed as provided in Section 3.10(b) **and Section 3.07.** In lieu of a Marital Pension, a Participant may elect any of the alternative forms of the Early Retirement Pension described in Section 3.10(b) and subject to the rules contained therein.



# Meter Reader back on the job after Local 1245 wins arbitration

VIETNAM STRESS CITED

Livermore PG&E Meter Reader Linda Stater, off work since being fired over one year ago, was back on the job reading meters on Monday, April 4 as the result of a decision by Arbitrator William Gould in Local 1245's arbitration with PG&E where the Local protested Stater's discharge.

A three-year Meter Reader at the time of her discharge, Stater was fired after a series of progressively more severe disciplinary suspensions. Her suspensions and discharge were based upon alleged violations of various work rules governing Meter Readers — no congregating, no coffee stops on the way to the route, no leaving the route area, no personal business on company time, and a short-lived East Bay Division footwear policy for Meter Readers.

In the arbitration, held in Palo Alto last October, the Union argued that our member did not commit many of the violations which the Company claimed she had and that the few admitted violations were mitigated by the fact that the underlying rules were unreasonable for Meter Readers, such as no congregating, even by Meter Readers in



Business Representative Wayne Greer, left, welcomes newly reinstated Meter Reader Linda Stater, back to work at PG&E's Livermore Yard.

a car pool; and for women meter readers in particular, not to leave a route area, even to use a bathroom. The Union further argued to Arbitrator Gould that Stater had been the victim of sexual discrimination and that a male employee who had violated the rules she was alleged to have violated would not have been terminated.

In his March 30 decision, Arbitrator

Gould ordered her reinstated with full seniority within 48 hours of his decision. Business Representative Joe Valentino and Senior Assistant Business Manager Larry Foss spent the better part of Good Friday arranging the details for Stater, a single mother of two children who had not been able to find work during the months since her discharge, to get back on the job.

## Lineman reinstated in Watsonville

San Jose Division Lineman Bill Loud is back on the job in Watsonville as a result of a recent decision by Arbitrator John Kagel in PG&E Arbitration Case No. 97.

Brother Loud was hired by PG&E in 1968, just weeks after being released from the United States Army. Bill hired on as a Meter Reader but after several years transferred to the Electric T & D Department where he worked his way up the ranks to Lineman.

After several suspensions, Loud was fired by the Company in early 1981. Just before being fired, Loud made contact with a counselor in Santa Cruz who suggested that many of the problems which Loud had encountered on the job might be the result of delayed stress from Loud's combat experience in Vietnam.

Bob Thomson, then the Business Representative in Santa Cruz, filed a grievance over the discharge and a year later the case was heard by Arbitrator Kagel. In the grievance procedure and at the arbitration hearing the Union argued that because Brother Loud was suffering from delayed stress resulting from his Vietnam combat experiences, there was no "just cause" for his discharge.

The Arbitrator's decision was received in April, ordering the Company to put Loud back to work. This case was the first arbitration case in the United States in which a Union argued that combat-related delayed stress may be used as a defense in an arbitration.

Next month's issue of the *Utility Reporter* will contain a more in-depth article on Loud, the Arbitrator's decision, and delayed stress in Vietnam veterans.

## Local 1245 works to delay PUC's Rule 15

Fresh from a victory in the California State Senate, Local 1245 is now pushing for passage of legislation in the Assembly which would delay by at least three years implementation of the Public Utilities Commission's "Rule 15" decision.

Several years ago the Public Utilities Commission issued an order amending Rule 15 by (1) eliminating free footage for new customers on line extensions and (2) opening to competitive bidding all line extension work. The case was delayed on procedural questions for the last three years, with a final decision coming down in January of this year.

Under SB 48, which was introduced by State Senator Rose Ann Vuich, implementation of the new Rule 15 would be stalled for at least three years and the Public Utilities Commission would be directed to reconsider its decision.

Local 1245 supported the bill in the State Senate and garnered a "Yes" recommendation on the bill from the 130,000-member Coalition of California Utility Workers. With our support, the bill passed the State Senate in late April with enough votes to have it take effect immediately upon passage rather than January 1, 1984.

As this issue of the *Utility Reporter*

went to press, Local 1245 President Howard Stiefer and Staff Attorney Tom Dalzell were scheduled to testify before the Assembly Committee on Utilities and Energy on Monday, May 23, for the bill's first test in the State Assembly. Members of the Local's delegation to the State Federation of Labor's Annual Legislative Conference in early May lobbied the bill with Democratic members of the Assembly.

Full details on the bill's progress in the State Assembly will be reported in coming issues of the *Utility Reporter*.

## Geysers investigation on-going

Numerous health and safety problems at PG&E's Geysers geothermal power plant in Healdsburg are under investigation by the Local Union.

A recent rash of illnesses requiring hospitalization among employees at Unit #11 has prompted emergency visits to the site by Assistant Business Manager Ron Fitzsimmons, Industrial Hygienist Juliann Sum, and Business Representative Frank Hutchins. Information and chemical samples have been collected and negotiations are under way concerning the chemicals being used for water clarification and oil flushing at Unit #11, procedures needed at other units for protection against exposures to naturally occurring hydrogen sulfide, mercury, and arsenic, and numerous other safety problems.

## IBEW Local 1245 Annual Slowpitch Softball Tournament

Scheduled for Saturday and Sunday July 9 and 10 in Martinez. Team play for members only. Plan a day of fun for the whole family!



## Golf Tournament Successful

The big low net trophy winner was Donald Knoedter. Watch for the next issue of the *Utility Reporter* for full details on all the trophy winners of the recent event.



1983 LOCAL UNION ELECTION

VOTE AS YOU PLEASE — BUT PLEASE VOTE!

