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Agreement

Between

PACIFIC GAS AND ELECTRIC COMPANY

Pacific Gas and Electric Company™

and

LOCAL UNION NUMBER 1245 OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

1/14/04

Affiliated with
AMERICAN FEDERATION OF LABOR –
CONGRESS OF INDUSTRIAL ORGANIZATIONS

144 pp

APPLYING TO:
OFFICE AND CLERICAL EMPLOYEES

EFFECTIVE JUNE 1, 2003 - 12/31/07

Pacific Gas and Electric Company™

77 Beale Street
P.O. Box 770000
San Francisco, CA 94177

415.973.7000

September 24, 2001

PACIFIC GAS & ELECTRIC COMPANY EMPLOYEES:

Pacific Gas & Electric Company and IBEW Local 1245 have a 50-year history of labor-management cooperation to address areas of mutual interest. This letter reaffirms our ongoing commitment to labor-management cooperation in a traditional industrial relations framework.

While we recognize that both parties have different needs, we are committed to an ongoing alliance to address shared interests. Our alliance includes:

⇒ Quarterly meetings between the Union's leadership and the Company's officers to discuss current business issues and the Company's strategic business plan.

⇒ Quarterly labor-management meetings in each functional department or area to address department/area specific issues.

⇒ Ad hoc negotiations to discuss current business needs in a timely manner.

Pacific Gas & Electric Company and IBEW Local 1245 are committed to work together in a collaborative manner to address issues critical to PG&E's ability to compete now and in the future, and to promote profitability for PG&E, and employment and income security for PG&E employees. It is in our mutual best interest - the Company's, the Union's, and the employees' - to ensure PG&E's success.

GORDON R. SMITH
President and CEO, Pacific Gas & Electric Company

PERRY ZIMMERMAN
Business Manager, IBEW Local 1245

Kathy Price

R# 6072

2700 eee

AGREEMENT

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

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

April 14, 2003

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

Attention: Mr. Perry Zimmerman, Business Manager

Dear Mr. Zimmerman:

This letter and its attachments will confirm the Company's understanding of the settlement reached on March 28, 2003 between the Company's Negotiating Committee and the Union's Negotiating Committee in General Negotiations with respect to the IBEW Agreements between Company and IBEW Local 1245. This settlement agreement is subject to a ratification vote by Local 1245 bargaining unit members at PG&E.

1. Term

Five years, June 1, 2003 through December 31, 2007. Includes a commitment to bargain in good faith over separate Newco agreements.

2. Wages

The Company will grant a general wage increase, rounded up to the nearest nickel, of four percent (4.0%), effective June 1, 2003, four percent (4.0%), effective January 1, 2004 and four percent (4.0%), effective January 1, 2005. Notwithstanding the provisions of Section 500.1 (25.1), either party may re-open this Agreement with respect to the subject of wages by giving notice of such re-opening to the other party 60 days prior to January 1, 2006 and January 1, 2007. A lump sum payment of $900 will be paid to active employees who were on the payroll as of January 1, 2003.

3. Stockton Credit and Records Center

Company and Union agree to execute a letter agreement to extend the provisions of Letter Agreement 01-45, which established a temporary second shift at the Credit & Records Center, upon ratification of the bargaining settlement. The extension of the letter agreement will be through the term of the Agreement.

Company and Union agree to execute Letter Agreement 02-42-PGE upon ratification of the Agreement to be in effect through the term of the Agreement. Modifications will include: for overtime, vacation, floating holidays, and Title 18, Credit and Records will be considered separate headquarters; for Title 19 purposes, Credit and Records will be considered as the same headquarters. The letter agreement may be canceled by either party upon 60 days written notice.

4. General Construction

During discussion of Union's proposal to modify the provisions of Subsection 305.4(d), the parties addressed Union's concern that the temporary upgrade report is not being posted for employee review in many locations. Company committed to make a good faith effort to ensure that the required list is made available to Title 300 employees at all field locations.

Title 300 classification wage rates will be adjusted to reflect the historical 5% differential from the comparable Title 200 classification during each year of the Agreement.

It was agreed to modify/relocate the clarification of 301.4(a) also known as Exhibit XV to Section 301.21.

5. Interim Negotiations

B. Merge Title 200 and Title 300 Fleet

Company and Union agree to revisit the previous recommendation to merge the Title 200 and Title 300 Fleet workforce made by the previous Fleet Subcommittee.

C. DCPP

Company and Union agree to discuss establishing separate Radiation Protection Technician and Chemistry Technician classifications and associated training programs in Diablo Canyon.

Company and Union agree to discuss establishment of a multi-skilled journeyman classification in the Mechanical, Electrical and I&C disciplines at Diablo Canyon.

D. System Operator Program

Company and Union agree to the following concepts and will establish a System Operator Ad Hoc Committee to discuss and reach agreement on a journeyman re-certification program, an enhanced OIT program, lines of progression and bidding-displacement for Transmission, Distribution and Hydro Operators, an entry-level classification, filling of shifts, alternate work schedules, and wages. It is recommended that this Committee begin its work immediately upon ratification of the Agreement and conclude within six months, unless agreement is reached to extend the timeframe. Upon reaching agreement, an increase as agreed to by the Ad Hoc Committee will be granted to classifications identified by the Committee.

E. Pre-screen Potential Candidates for Meter Reader Positions

Company and Union agree in concept to a physical pre-assessment test for potential Meter Reader candidates. The Meter Reader Committee will ensure that the physical assessment test is validated. Upon successful validation, the physical assessment will be implemented and administered to any potential candidate for a Meter Reader position, including but not limited to new hires, transfers, and displaced employees.

F. Premium Standardization

Company and Union agree to establish a Premium Standardization Committee to simplify the administration of payroll rules to facilitate administration in the current environment and to successfully position for future system implementation. Also, included for discussion in this Subcommittee will be standardization of the shift premiums.

General Construction:

Promotion-Demotion Geographic Areas

Company and Union agree to form an Ad Hoc Committee for the purpose of examining the Promotion-Demotion geographic areas in Exhibit II of the Physical Agreement and discuss possible updates and modifications to this Exhibit.

Residence Definition

Company and Union agree to meet within 90 days of ratification to bargain in good faith.

Update Job Descriptions and Lines of Progression

Company and Union agree to establish a Subcommittee to review and update the Job Definitions and Lines of Progression.

Rubber Glove Premium

Company and Union agree to meet to discuss improvements in productivity and safety.

Gas T&D JDLOP

Company and Union will conduct a review of the Title 200 Gas T&D Lines of Progression, Reverse Lines of Progression and Job Descriptions. The purpose of the review is to ensure that the Lines of Progression and the Reverse Lines of Progression as well as the Job Descriptions and compensation are appropriate and reflect the current work force and job duties.

Clerical Job Definitions

Company and Union will conduct a review of the Position Evaluation Questionnaire benchmark job duties to clarify job definitions.

Exhibit XVI

Company and Union agree to review the administrative process used to track work performed by outside contractors.

CDLA

Company and Union will meet to discuss the requirements of positions requiring a CDLA.

Meals

Company and Union will meet to develop clarifications for various meals issues.

Working Foreman/Lead Classifications

This committee will review job expectations of lead positions, identify qualifications necessary for lead positions and identify a selection process to ensure that employees are qualified for Lead positions. The Committee will ensure that its recommendations are consistent with the language in Subsection 205.14(a) of the Physical Agreement and Section 18.13 of the Clerical Agreement.

Cost of Living

Company and Union agree to meet and to explore alternatives to address high cost of living areas.

6. Successor

Company and Union agree that an employee with a regularly assigned job who receives an offer of equivalent employment from an Affiliated Acquiring Entity at the employee's last regular headquarters or a headquarters that is within 45 road miles or 60 minutes automotive travel time from the employee's current residence, or equal to the employee's last regular commute if the employee's last regular commute exceeded these limits will be eligible for options under Titles 19/206/306 but will not be eligible for severance.

7. Pension

A 20% pension adjustment will be made for retirees who retired prior to 1/1/78. The parties agree to meet, in good faith, to re-open discussions regarding pension adjustments for 2006 and 2007.

Effective 1/1/04, the pension formula will be increased to 1.5% of pay for the first 25 years of service and to 1.6% of pay for years of service above 25.

ILLUSTRATIVE EXAMPLES

Pension Formula Benefit (effective 2004)

Physical Journeyman Rate of Pay

Example based on 32 years of service:

Basic Weekly Pay on 1/1/04 Pension Band 35		$1,283.60
25 years @ 1.5% of pay Monthly Benefit Per Year of Service x Credited Service (25 years)	$83.85 x 25 =	$2,096.25
7 years @ 1.6% of pay Monthly Benefit Per Year of Service x Credited Service (7 years)	$89.44 x 7 =	$ 626.08
Total Monthly Pension Benefit[1]	$2,096.25 + $626.08 =	**$2,722.33**

Clerical Service Rep. Rate of Pay

Example based on 32 years of service:

Basic Weekly Pay on 1/1/04 Pension Band 14		$1,079.90
25 years @ 1.5% of pay Monthly Benefit Per Year of Service x Credited Service (25 years)	$70.20 x 25 =	$1,755.00
7 years @ 1.6% of pay Monthly Benefit Per Year of Service x Credited Service (7 years)	$74.88 x 7 =	$ 524.16
Total Monthly Pension Benefit[1]	$1,755.00 + $524.16 =	**$2,279.16**

8. Long-Term Disability

For disabilities occurring on or after the date of ratification: No Social Security offset will be assumed until Social Security disability is actually granted. When Social Security is granted, family disability payments attributable to the employee will be included in the offset. To continue on LTD for more than two years, an employee must be deemed disabled by Social Security. Participants who have not received a final Social Security Disability ruling within 24 months may receive a monthly extension of up to an additional 36 months of Long-Term Disability benefits.

The time period for LTD eligibility will be reduced from six cumulative months from onset of disability to five consecutive months.

Other changes include return to work language for current and future LTD recipients.

[1] Monthly Pension Benefit is unreduced for early retirement or spouse/joint beneficiary and does not include any premiums. Monthly Pension Benefit will be different based on classification and rate of pay. Pension income is one source of retirement income. Other sources include Social Security, the Savings Fund Plan [401(k)], and personal savings.

9. Retiree Medical

Effective 1/1/04, a medical account balance of up to $7,500 will be established for current and future retirees. Retirees may use their account balance to pay 50% of their medical premium contribution. The account balance amounts will be prorated from 10 to 25 years of service.

A ten-year minimum service requirement is established for eligibility for future retiree medical benefits. In addition, the Company's fixed contribution for future retirees will be prorated from 0 to 25 years of service for both over- and under-age 65 retirees.

Effective 1/1/03, retirees who drop medical coverage through the Company will be allowed to re-enroll during future open enrollment periods.

10. Medical (Effective 1/1/04 unless otherwise noted)

- Replaces current POS, PPO and OOA plans with new PPO and OOA plans.
    - Includes changes to copayments and coinsurances.
    - Changes in network deductibles will be effective 1/1/05.
- Increases HMO copayments.
- Increases allowed EAP visits from three to six visits.
- Establishes Kaiser in-patient drug and alcohol rehabilitation benefits (effective upon ratification).
- Establishes a mandatory generic drug provision for prescription drug coverage.
- Establishes cost sharing of 3.75% of medical plan premiums.

11. 401(k)

Members in the Savings Fund Plan (administered by CitiStreet) will be switched to the Retirement Savings Plan (administered by Fidelity Investments) as soon as possible. Concurrent with the plan and administrator change, employees will be eligible to start contributing to the plan upon hire date, to contribute up to 20% of covered pay to the plan, and to receive the maximum employer matching contribution after only three years of service.

12. Attachments

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

A. Physical Agreement and its Exhibits, Supplements and Clarifications
B. Clerical Agreement and its Exhibits, Supplements and Clarifications
C. Medical, Dental and Vision Agreement
D. Benefit Agreement

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

Sincerely,

Stephen A. Rayburn

Stephen A. Rayburn
Director and Chief Negotiator

Attachments

Pacific Gas and Electric Company
WE DELIVER ENERGY.

LETTER AGREEMENT NO. 03-26-PGE

IBEW

PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4104

STEPHEN A. RAYBURN,
DIRECTOR AND CHIEF NEGOTIATOR

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

PERRY ZIMMERMAN,
BUSINESS MANAGER

September 4, 2003

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

Attention: Mr. Perry Zimmerman, Business Manager

Gentlemen:

On August 25, 2003, the parties concluded general negotiations, with the assistance of a Federal Mediator, for the Physical Agreement. Both parties made changes to their respective positions to reach agreement on this table settlement.

One of the changes contained in the Physical table settlement is to grant a one-time payment equal to the amount employees would have received if the general wage increase had been implemented on January 1, 2003. The one-time payment applies to employees on the active payroll on the date of ratification of the Physical Agreement. This one-time payment will apply to straight-time, overtime and 401(k) and will be made as soon as practical on a regular paycheck. The 401(k) deduction and Company match will be based on the employee's 401(k) contribution election as of August 31, 2003.

The Company proposes upon ratification of the Physical Agreement, that the one-time payment cited above also apply to Clerical Bargaining Unit employees taking into consideration the $900 lump sum payment that has already been made. The 401(k) deduction and Company match will be based on the employee's 401(k) contribution election as of May 31, 2003. The retroactive amount will be calculated for each clerical employee. If the retroactive amount comes out to more than $900, the employee will receive the difference. If the amount comes out less than $900, no deduction will be made and the employee will not receive any additional pay.

The inclusion of 401(k) deductions to be made from the retroactive pay is contingent upon approval by the Employee Benefits Committee.

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

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

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

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

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

September 4, 2003

By: s/Perry Zimmerman
Perry Zimmerman
Business Manager

ix

AGREEMENT

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

WITNESSETH that:

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

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

TITLE 1. PREAMBLE

1.1 PRINCIPLES

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

1.2 NON-DISCRIMINATION

It is the policy of Company and Union not to discriminate, *harass or allow the harassment of an employee or applicant for employment on the basis of* race, *color*, religion, *age, sex*, national origin, *ancestry, physical or mental disability, medical condition,* veteran status, *marital status, pregnancy, sexual orientation, gender identity, or a request for family medical leave,* or any other non-job related factor. (Amended *6-1-03*)

1.3 SECTION TITLES

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

1.4 NEUTRAL GENDER

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

1.5 DIVISION

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

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

1.7 REGION

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

TITLE 2. RECOGNITION

2.1 RECOGNITION

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

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

(Amended *6-1-03*)

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

2.2 APPLICABILITY

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

2.3 SUCCESSOR (Added 1-1-00)

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

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

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

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

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

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

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

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

TITLE 3. CONTINUITY OF SERVICE

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

3.2 The duties performed by employees of Company as part of their employment pertain to and are essential to the operation of a public utility and the welfare of the public dependent thereon. During the term of this Agreement employees shall not partially or totally abstain from the performance of their duties for Company. Union shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities, and Company shall not cause any lockout.

3.3 Employees who are members of Union shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of Company and its service to the public, and shall cooperate in promoting and advancing the welfare of Company and in preserving the continuity of its service to the public at all times.

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

TITLE 4. UNION SECURITY

4.1 AGENCY SHOP

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

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

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

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

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

4.2 PAYMENT OF UNION DUES

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

4.3 CHECKOFF OF DUES

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

4.4 TERMINATION FOR NON-PAYMENT OF DUES

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

4.5 GRIEVANCES

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

4.6 (Deleted 1-1-80)

TITLE 5. UNION ACTIVITY

5.1 BULLETIN BOARDS

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

5.2 LIMITS ON USE OF BULLETIN BOARDS

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

5.3 NON-DISCRIMINATION

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

5.4 REPRESENTATIVES OF UNION

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

5.5 CONFIDENTIAL INFORMATION

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

5.6 NEW EMPLOYEE INFORMATION

Company's local Human Resources Representatives shall, notify the designated local Shop Steward or Representative of Union, in writing, of the reporting for duty of new bargaining unit employees within thirty days. Upon said notification, the parties may schedule necessary paid time (not to exceed one-half hour) and facilities for Union to provide orientation information regarding the obligations and benefits of Union membership. In addition, Company will include a one-page document, as submitted by Union, in the customary new employee orientation information package. Such document or discussion shall not include any matters derogatory to the Company and its customers. (Amended 1-1-91)

TITLE 6. LEAVE OF ABSENCE

6.1 ELIGIBILITY

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

In addition to the provisions of this Title, it is the intent of the parties to include leave benefits as mandated by State and Federal law, including both the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993. (Amended 1-1-94)

6.2 PERIODS OF LEAVE

(a) The Company may grant a "leave of absence" without pay to a regular employee for a period not in excess of six consecutive months. It may grant an additional "leave of absence" without pay to such employees if personal circumstances and service to the Company warrant the granting thereof. Except as provided in Sections 6.6 and 6.8, a "leave of absence" will not be granted which, together with the last "leave" or "leaves" granted, will exceed twelve consecutive months. (Amended 1-1-91)

(b) Child Care Leave: A regular employee who has become a parent by the birth or adoption of a child, or has become the legal guardian of a child shall be entitled to an unpaid "leave of absence" for a period not to exceed six consecutive months, without reference to urgent and substantial personal reasons to care for such newborn or adopted child. When an employee who was granted a leave for child care applies for reinstatement the

employee will be returned to the employee's former classification and headquarters which the employee vacated. (Amended 1-1-91)

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

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

6.3 COMMENCE AND END

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

6.4 STATUS

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

6.5 TERMINATION OF SERVICE

If an employee fails to return immediately on the expiration of the employee's "leave of absence," or if such employee accepts other employment while on "leave," except as provided in Section 6.6, or makes application for unemployment benefits under the California Unemployment Insurance Act while on "leave," such employee shall thereby forfeit the "leave of absence," and terminate Service with Company. (Amended 1-1-91)

6.6 UNION LEAVE OF ABSENCE

Subject to the provisions of Section 6.1 Company shall at request of Union grant a "leave of absence" without pay to any employee for the purpose of engaging in Union business. Such "leave" shall be for a period or periods not to exceed a total of 36 consecutive months. An employee who has returned to work for Company following an absence on "leave" for Union business in excess of six months shall not be granted another such "leave" until such employee has worked for a period equivalent to the time of the last continuous absence on "leave" for Union business. (Amended 1-1-91)

6.7 RETURN FROM UNION LEAVE OF ABSENCE

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

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

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

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

(Entire Section Amended 1-1-91)

6.8 MILITARY LEAVE OF ABSENCE

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

6.9 FUNERAL LEAVE

(a) If at all possible, a regular employee will be granted the actual time off with pay necessary to attend the funeral of a member of the immediate family, including the time the body may lie in state and the day of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed three workdays. Unused vacation or floating holidays may be granted to extend an employee's funeral leave beyond the three days provided for above or personal time off without pay for the time needed will be granted. The immediate family shall be limited to: an employee's spouse, parent, grandparent, grandparent-in-law, parent-in-law, child, grandchild, son-in-law, daughter-in-law, stepchild, brothers, sisters, half-brothers and half-sisters, foster parents, step-parents, aunts, uncles, or an individual who was a member of the employee's immediate household at the time of death. (Amended 1-1-91)

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

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

6.10 JURY DUTY

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

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

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

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

6.11 WITNESSES

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

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

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

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

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

6.12 ADOPTION

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

TITLE 7. SICK LEAVE

7.1 QUALIFICATION AND RATE OF COMPENSATION

After completing one year of Service and for each year of Service thereafter, a regular employee shall be allowed sick leave with pay for a total of 80 hours per calendar year. A regular part-time or intermittent employee shall be allowed sick leave with pay for such portion of 80 hours per calendar year as the ratio of straight-time hours worked in a year to 2,080 hours. (Amended 1-1-91)

7.2 ACCUMULATION

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

7.3 ADDITIONAL SICK LEAVE AFTER 10 YEARS

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

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

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

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

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

7.4 ADDITIONAL SICK LEAVE AFTER 20 YEARS

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

7.5 ORDER OF USE

Current sick leave shall not be applied until cumulative sick leave has been exhausted. Cumulative sick leave shall be applied in the order in which it accumulated. (Amended 1-1-91)

7.6 HOURLY INCREMENTS

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

7.7 HOLIDAYS

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

7.8 ABUSE

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

7.9 TERMINATION DUE TO PHYSICAL DISABILITY

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

7.10 PLACEMENT OF PARTIALLY DISABLED EMPLOYEES

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

(b) In the event an employee is disabled due to injury or illness and is returned to active payroll in a physical or clerical classification or is assigned to a classification designed for the employee with the prior written agreement of Union, the employee shall be paid in accordance with the following formula:

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

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

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

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

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

7.11 (Deleted 1-1-97)

7.12 (Deleted 1-1-97)

7.13 TIME CARD UPGRADE

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

7.14 UPGRADE OTHER THAN TIME CARD

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

7.15 RETURN FROM LTD

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

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

(a) In any calendar year, a regular full or part time employee shall be permitted to use the employee's current available sick leave benefits, in an amount equal to the sick leave benefits that the employee would accrue for six months at his or her annual rate of entitlement, to attend to an illness of a child, parent, or spouse of the employee.

(b) All conditions and restrictions that apply to an employee's use of sick leave for his or her own illness shall apply to sick leave usage to attend to an illness of a child, parent, or spouse under this section.

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

For purpose of this section only, the following definitions shall apply:

(1) "Child" means a biological, foster, or adopted child, a stepchild, or a legal ward.

(2) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

TITLE 8. VACATIONS

8.1 DEFINITIONS

(a) **Eligibility:** The provisions of this Title apply only to regular employees.

(b) **A Regular Employee** is an employee who has fulfilled the applicable requirements of Section 17.5 of this Agreement. (Amended 1-1-91)

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

8.2 VACATION ALLOWANCE

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

Employment date:

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

(Amended 1-1-91)

(b) In the subsequent calendar years a regular employee shall be entitled to vacation with pay in accordance with the following table:

Subsequent Calendar Years Following Date of Employment	Workdays With Pay
2 - 5	10
6 - 15	15
16 - 21	20
22 - 29	25
30 and greater	30

(Amended 1-1-91)

(c) (Deleted 1-1-91)

(d) (Deleted 1-1-91)

(e) (Deleted 1-1-91)

(f) (Deleted 1-1-91)

8.3 SERVICE ANNIVERSARY VACATION - BONUS VACATION

(a) In the fifth calendar year following his/her employment date and in each fifth calendar year thereafter, Company shall grant each employee a service anniversary vacation of five workdays. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 8.2 above to which the employee may be otherwise entitled in that calendar year and the employee acquires no right as to all or any part of the service anniversary vacation unless the employee works in the calendar year in which it is granted. The service anniversary vacation, as herein provided, vests on the first day of each calendar year in which an employee qualifies for a service anniversary vacation, and must be taken in that calendar year. (The provisions of this Section shall not apply to part-time or intermittent employees.) (Amended 1-1-91)

(b) In each of the first five calendar years following his/her 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 one day of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 8.2. An employee must complete one year of Service before becoming qualified for such day. In the tenth 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 five bonus days of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 8.2. In determining the number of sick days used in computing 25 days or less, no more than ten 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.) (Amended 1-1-91)

8.4 PART-TIME REGULAR EMPLOYEES

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

8.5 FORFEITURE OF VACATION

(a) An employee who is absent for 22 consecutive workdays or more in any calendar year by reason of leave of absence or layoff without pay for any reason, or for 110 workdays or more in any calendar year by reason of industrial disability, shall in the following calendar year forfeit for each 22 workdays of such absence 1/12th of the number of days of vacation to which the employee is entitled, to be computed to the nearest full day. An employee may, at his/her option, take the full vacation to which the employee would be otherwise entitled, in which event the employee shall receive no vacation pay for the number of days of vacation forfeited as herein determined. (Amended 1-1-91)

(b) If any absence is for less than 22 consecutive workdays in duration because of leave of absence, or layoff without pay for any reason, or is for less than 110 workdays in duration because of industrial disability, an employee shall be entitled to a full vacation as provided for in Section 8.2. (Amended 1-1-91)

(c) Any employee who is affected under this Section shall be notified in writing. (Added 1-1-84)

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

8.6 VACATION ALLOWANCE WHEN LAID OFF FOR LACK OF WORK

An employee who has qualified for a vacation, and who is laid off for lack of work, shall be paid a vacation allowance under the provisions of Section 8.7. Thereafter if the employee returns to work and Service is not deemed to be broken under the provisions of Title 17, vacation allowance for the next calendar year shall be computed on the basis of 1/10th of the allowance provided for in Section 8.2 for each 22 workdays remaining in the calendar year of the employee's return to employment. (Amended 1-1-91)

8.7 TERMINATION OF EMPLOYMENT

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

(1) was first employed before December 31, 1969, and retired from the Company's service under the provisions of Company's Retirement Plan, or

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

(3) vacation entitlement as of December 31, 1970, was calculated on the basis of the then existing provisions of Section 8.17 of this Agreement.

(Entire Subsection Amended 1-1-91)

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

8.8 HOLIDAYS DURING VACATION

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

8.9 PAY COMPUTATION

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

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

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

(d) (Deleted 1-1-97)

8.10 SICK LEAVE

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

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

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

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

8.11 DEFERRED VACATION

(a) An employee may defer vacation in one year and add it to his/her vacation in the next following year, provided that the Company gives its approval thereto prior to December 1 of any year. In no event shall an employee defer vacation longer than one year, or be permitted to take more than a total of two vacation allowance years in any one vacation year, or take a vacation in advance of the year in which it is due. An employee may defer vacation in consecutive years provided that in no event shall the amount of vacation deferred exceed more than one year's vacation allowance. (Amended 1-1-91)

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

8.12 STARTING DAY

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

8.13 SCHEDULING

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

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

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

(2) To prevent undue interference with the proper and economic rendition of service to the public, Company may designate the number of employees at a headquarters, the number of employees within a classification at a headquarters or within a Bidding Area or the number of employees within a combined group of classifications within a Line of Progression at a headquarters or within a Bidding Area which may be on vacation at

one time. In such event there shall be a separate sign-up schedule for each such group and a vacation schedule shall be prepared for each group giving effect where possible to the selection of employees in order of their Service within the group designated. (Amended 1-1-91)

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

8.14 ERROR

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

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

8.15 UNANTICIPATED VACATION

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

8.16 VOLUNTARY VACATION TRANSFER

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

TITLE 9. GRIEVANCE PROCEDURE

9.1 STATEMENT OF INTENT - NOTICE

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

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

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

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

9.2 GRIEVANCE SUBJECTS

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

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

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

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

9.3 TIME LIMITS

(a) Filing

It is the intent of Company, Union and the employees that timely filed grievances shall be settled promptly. (i) A local grievance is timely filed when submitted by the Union Business Representative or his/her alternate (hereinafter either is referred to as "Business Representative") in writing on the form adopted for such purpose to the Director, HR Service Center, 245 Market Street, San Francisco or his/her alternate (hereinafter either is referred to as "Human Resources Advisor"); or (ii) a Business Manager grievance is timely filed when submitted by Union's Business Manager to Company's Industrial Relations *Director* (iii) within the following time periods: (Amended *6-1-03*)

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

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

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

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

(b) Steps One Through Five Extension of Time Limits

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

9.4 FINALITY

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

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

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

(c) Provided further that nothing contained herein shall restrict or inhibit the parties or the Board of Arbitration from reducing the amount of a retroactive wage adjustment to an otherwise successful grievant where, in their absolute discretion, the equities of the situation do not call for the employee to receive a full retroactive wage adjustment.

9.5 ADJUSTMENTS

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

9.6 STEPS

STEP ONE
SHOP STEWARDS

Except for disputes involving an employee's discharge, demotion, suspension, discipline or qualifications for promotion or transfer, the initial step in the adjustment of a grievance shall be a discussion between Union's shop steward (or grievant or Business Representative if no shop steward is assigned to the work area) and the foreman or other immediate supervisor directly involved. The foreman and shop steward may discuss the grievance with the general foreman or other supervisor of corresponding authority. The purpose of such discussion shall be to reach a

satisfactory disposition of the grievance but shall not waive or delay the filing requirements set forth in Section 9.3 above. Discussions shall be at such time and place as not to interfere with the work then in progress. (Amended 1-1-91)

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

STEP TWO
LOCAL INVESTIGATING COMMITTEE

Immediately following the filing of a timely grievance, a Local Investigating Committee will be established. The Committee will be composed of the Human Resources Advisor, the Business Representative, the exempt supervisor whose decision is involved in the grievance, and the shop steward representing the department involved. (Amended 1-1-00)

(1) The Human Resources Advisor and Business Representative will arrange for meetings of the Committee at times and places convenient for the persons involved. (Amended 1-1-00)

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

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

(3) (a) Within 30 calendar days following the filing of a grievance which does not concern an employee's qualifications for promotion or transfer (except as provided in the next paragraph for Inter-regional or General Office Departmental prebids or transfer applications), or the employee's demotion, suspension or termination of employment, the Local Investigating Committee shall prepare a report of its findings, which shall include: (i) a mutually agreed-to brief narration of all the events and factors involved in the dispute, and (ii) the Committee's mutually agreed-to findings with respect thereto. If the Committee has reached an agreeable disposition of the grievance, the report shall also contain a statement to that effect and the reasons therefore. (Amended 1-1-88)

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

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

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

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

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

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

STEP THREE
FACT FINDING COMMITTEE

The Fact Finding Committee shall be composed of the Chairman of the Review Committee or his/her designee, the Secretary of the Review Committee or his/her designee, and the Human Resources Advisor and the Business Representative involved in the preceding step. (Amended 1-1-00)

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

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

(1) *referred to arbitration; or*

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

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

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

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

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

The Review Committee shall consist of four representatives designated by Company's *Director* of Industrial Relations, one of whom shall serve as Chairman of the Committee, and four representatives designated by the Union, one of whom shall serve as Secretary of the Committee. Company will not assume payment of any expense or lost time incurred by Union members of the Review Committee. *(Amended 6-1-03)*

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

A. PRE-REVIEW COMMITTEE PROCEDURE

After the Industrial Relations Department receives a Business Manager's Grievance or the file from the Local Investigating Committee, or Fact Finding Committee as provided for in the foregoing, four copies shall be submitted to the Union's Business Office. Thereafter, and prior to docketing, the Chairman and the Secretary of the Review Committee shall meet at a mutually agreeable time and place for the following purposes: (Amended 1-1-00)

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

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

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

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

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

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

B. REVIEW COMMITTEE PROCEDURE

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

(i) Cases for which preliminary grounds for settlement have been reached in the Pre-Review Committee meeting shall have priority over other cases. The parties shall, as expeditiously as possible, determine

whether the preliminary grounds are dispositive of the matter. In the event it is not, the matter shall be treated in the same manner as any other referral.

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

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

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

(1) Settlement.

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

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

(4) Close the Review Committee file and remove it from its Agenda by notifying the Company's *Director* of Industrial Relations and the Union's Business Manager that the case is "suspended." Following such notice, the Union's Business Manager and Company's Manager of Industrial Relations shall, within 15 calendar days, meet for the purpose of proposing an interim consultative disposition of the issues involved or, at their option, refer the case to an Ad Hoc Negotiating Committee as provided for pursuant to the provisions of Title 24. *(Amended 6-1-03)*

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

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

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

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

To provide a favorable atmosphere for negotiating a settlement of the issue referred to an Ad Hoc Negotiating Committee and to encourage the trial of preliminary dispositions proposed by either Company or Union, the period of "suspension" will insulate Company from additional monetary liability, if that is involved in the case, in the following manner: The Ad Hoc Negotiating Committee is empowered to mutually determine in an appropriate case, the amount of retroactive wage adjustment which will accompany its disposition of the case. In no event, however, will such period of retroactive wage adjustment exceed the period of time beginning with the date the grievance was originally filed and ending with the 30th calendar day following the date the Union notifies Company of their election to "suspend."

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

(5) Referral to arbitration.

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

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

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

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

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

STEP FIVE (Title Amended 1-1-00)
ARBITRATION

A. **TRIPARTITE BOARD**

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

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

B. **SELECTION PROCEDURE**

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

C. **PANEL OF ARBITRATORS**

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

9.7 INDIVIDUAL DISPUTE ADJUSTMENT

Pursuant to the provisions of Subsection 9(a) of the Labor Management Relations Act of 1949, as last amended, no provision of this Title shall be construed to restrict or prohibit an individual employee or group of employees from presenting disputes to Company and to have such disputes adjusted without the intervention of Union, provided that the adjustment shall not be inconsistent with the terms of this Agreement, and that Union shall be given an opportunity to be present at such adjustment. (Amended 1-1-91)

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

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

9.8 ENABLING CLAUSE

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

9.9 ATTACHMENTS

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

(a) Continuing Grievances

(Entire Title Amended 1-1-80)

Attachment A

LABOR AGREEMENT INTERPRETATION

SUBJECT: Retroactive Wage Adjustment - Continuing Grievances

SECTION 102.2 - Physical Agreement
SECTION 9.2 - Clerical Agreement

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

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

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

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

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

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

Date: March 17, 1969

TITLE 10. HOURS OF WORK

10.1 WORKWEEK AND BASIC WORKWEEK

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

10.2 PUBLIC CONTACT DEFINED

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

10.3 WORKWEEK OF PUBLIC CONTACT EMPLOYEES

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

10.4 REGULAR HOURS OF WORK

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

10.5 PUBLIC CONTACT HOURS

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

10.6 EXCEPTIONS TO 10.4

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

10.7 HOURS CHANGES - PUBLIC AUTHORITIES OR AGREEMENT

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

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

10.8 TEMPORARY CHANGE OF HEADQUARTERS

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

TITLE 11. PREMIUM PAY

11.1 SHIFT DEFINITIONS

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

11.2 AMOUNT OF SHIFT PREMIUM

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

(b) The weighted average straight-time rate referred to in Subsection (a) hereof shall be calculated annually by adding any general wage increase effective on January 1 to the computed weighted average straight-time rate as of the December 31 immediately prior, except as provided for in (c) below. The effective date of any change in shift premium shall be January 1. (Amended 1-1-91)

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

11.3 OVERTIME RATE

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

11.4 NON-WORK TIME

Shift premiums shall be payable only for hours actually worked and shall not be payable for non-work time such as holidays, sick leave and vacation.

11.5 PART-TIME EMPLOYEES

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

11.6 DISCLAIMER

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

11.7 SUNDAY PREMIUM

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

TITLE 12. OVERTIME

12.1 DEFINITION

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

12.2 RATE AND DOUBLE-TIME CONDITIONS

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

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

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

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

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

12.3 EQUAL DISTRIBUTION

(a) Prearranged and emergency 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. The method for practicable equalization of prearranged and emergency overtime should be developed at each location by agreement between Company and Union. Such procedure should be in writing and signed by both parties. Whether procedures are developed or not, it is incumbent on Company to comply with the provisions of this Subsection concerning equal distribution. Where an imbalance cannot be justified, paying the aggrieved employee(s) is an appropriate remedy after the end of the accounting period, although this does not preclude other local agreements. (Amended 1-1-91)

(b) An employee who is scheduled to be off on vacation shall not be scheduled for work under this Section for the period between the end of the employee's last regular day of work preceding the employee's vacation

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

12.4 TRAVEL TIME - EMERGENCY

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

12.5 TRAVEL TIME - CALL OUT BEFORE WORK HOURS

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

12.6 TWO-HOUR MINIMUM - EMERGENCY

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

12.7 PREARRANGED OVERTIME

When, at the request of the supervisor in charge, an employee reports for prearranged work (a) on workdays outside of his/her regular work hours, the employee shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond the employee's regular work hours, such employee shall be paid overtime compensation only for travel time from the employee's home and for actual work time up to regular work hours unless the provisions of Section 12.10 are applicable; (b) on non-workdays outside of his/her regular work hours, the employee shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond regular work hours, travel time only from the employee's home shall be paid for; and (c) on non-workdays during regular work hours, the employee shall be paid overtime compensation only for actual work time. For the purpose of this Section prearranged work shall be deemed to be work for which advance notice has been given by the end of the employee's preceding work period on a workday. However, Company shall make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays. (Amended 1-1-88)

12.8 TRAVEL TIME BEFORE REGULAR HOURS

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

12.9 MINIMUM PAY - CANCELLATION

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

12.10 REST PERIODS

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

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

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

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

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

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

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

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

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

12.11 TIME OFF IN LIEU OF OVERTIME - PROHIBITED

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

TITLE 13. WAGES

13.1 WAGE RATES IN EXHIBIT F

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

13.2 PAYDAY

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

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

13.3 WAGE RATE ON PROMOTION

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

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

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

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

13.4 TEMPORARY UPGRADE

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

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

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

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

13.5 NEW CLASSIFICATIONS AND WAGE RATES

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

13.6 (Deleted 7-1-66)

13.7 WAGE PROGRESSION

(a) An employee who has accumulated sufficient time in a classification having a time progression shall be advanced to the next step in such classification until such employee receives the maximum rate thereof. For the purpose of wage rate progression in a temporary classification, the time worked by an employee in other than his/her regular classification shall also be accrued in such temporary classification. (Amended 1-1-91)

(b) The "Wage Progression" of an employee who is absent on leave of absence without pay for more than ten consecutive workdays will be delayed by a period of time equivalent to such leave of absence. The "Wage Progression" of an employee in a beginning or other negotiated training classification who is absent for more than 25 consecutive workdays because of an industrial injury as defined in Section 23.1 or for an illness or disability and is receiving sick leave with pay as provided for in Section 7.1, will be delayed by the period in excess of 25 consecutive workdays.

13.8 (Deleted 7-1-66)

13.9 WAGE RATE - ASSIGNED LOWER CLASSIFICATION

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

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

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

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

13.10 (Deleted 1-1-97)

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

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

TITLE 14. HOLIDAYS

14.1 HOLIDAY ENTITLEMENT

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

(a) are paid for the workdays immediately before and after the holiday, or

(b) are off work with permission, but without pay, for reasons of illness or disability, on the workdays immediately before and after the holiday, or

(c) are paid for the workday either before or after the holiday but are off work with permission without pay on the other day,

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

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

(Amended 1-1-94)

14.2 (Deleted 1-1-88)

14.3 FLOATING HOLIDAYS

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

(b) (Deleted 1-1-84)

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

14.4 SUNDAY HOLIDAYS

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

14.5 EMPLOYEES SCHEDULED TO WORK ON FRIDAY AFTER THANKSGIVING

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

14.6 HOLIDAY ON EMPLOYEE'S NON-WORKDAY

If a holiday falls on a regular employee's non-workday, such employee shall be entitled to have one additional workday off with pay. Such day shall be scheduled in conjunction with the employee's next scheduled vacation under the provisions of Title 8, except that such day may be taken prior to the employee's next scheduled vacation with the approval of the supervisor in charge. In no event shall the additional day be taken prior to the date of the holiday. By agreement between the employee and the Company, the employee may elect to take one day's pay at the straight-time rate for each holiday that falls on his/her non-workday. Such election shall be exercised within ten workdays after the holiday falls on an employee's non-workday. The provisions of this Section shall not apply to part-time employees. (Amended 1-1-91)

14.7 WORK ON HOLIDAYS

(a) Notwithstanding Section 14.1, regular employees may be required to work on holidays which fall on their workdays, in which event any such employee shall, in addition to the employee's holiday pay, be paid at one and one-half times the employee's straight rate of pay for all time worked on such days. Those regular employees listed in Section 10.6 and Exhibit G may, by agreement between the employee and the Company, take an additional

workday off with pay in lieu of the holiday pay which will be scheduled in accordance with Section 14.6. If Company determines that the services of an employee who is regularly scheduled to work on holidays are not required on a holiday, such employee shall take the holiday off with pay. (Amended 1-1-88)

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

14.8 PAY FOR HOLIDAY WORK ON NON-WORKDAY

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

14.9 HOLIDAY PAY FOR PROBATIONARY EMPLOYEES

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

14.10 (Deleted 1-1-97)

14.11 (Deleted 1-1-97)

14.12 HOLIDAY PAY - TIME CARD UPGRADE

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

14.13 HOLIDAY PAY - OTHER THAN TIME CARD UPGRADE

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

14.14 ERROR

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

In those cases where an employee has not pointed out the error to his/her supervisor in writing beforehand, the employee may elect to (a) reimburse the Company for the wages paid for the excess day(s), or (b) have such excess day(s) be deducted from his/her current vacation entitlement, if any, or (c) have such excess day(s) be deducted from his/her next year's holiday entitlement and if none, vacation entitlement. (Added 1-1-91)

14.15 (Deleted 1-1-94)

TITLE 15. EXPENSES

15.1 MOVING EXPENSES

An employee who is required to change his/her residence from one locality to another for Company's convenience shall be reimbursed by Company for any expense the employee incurs thereby in moving his/her household goods, but no reimbursement shall be made by Company for expenses incurred by an employee in connection with a transfer which is made at the employee's request. (Amended 1-1-91)

15.2 TRANSPORTATION

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

15.3 INTERVIEWS

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

GENERAL PROVISIONS FOR EMPLOYEES ATTENDING COMPANY TRAINING CLASSES

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

15.4 DAILY TRAVEL

When arrangements are made for an employee to travel each day between the employee's living quarters and the training location, he/she shall be given an allowance for the time involved which is in excess of the time normally taken in traveling between his/her living quarters and regular headquarters and such compensation shall be paid at the employee's regular straight rate of pay. Transportation between living quarters and the training location shall be in accordance with the provisions of Section 15.6. (Added 1-1-91)

15.5 TRAVEL AND EXPENSES - NON-COMMUTABLE LOCATION

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

(b) An allowance for reasonable travel time incurred by an employee in traveling between the employee's regular headquarters or living quarters and the training location at the beginning and at the end of the employee's training assignment shall be authorized. Such allowance shall be computed at the straight rate of pay of the employee's classification at the employee's temporary headquarters and shall also include reimbursement for reasonable cost of meals incurred while traveling. Transportation shall be in accordance with the provision of Section 15.6. (Amended 1-1-88)

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

(d) If an employee elects not to utilize Company-designated board and lodging on the employee's non-workdays, including any holiday which immediately precedes or follows the employee's non-workdays, Company *shall allow such employee, for transportation, the sum of $10.00 per day for each of such days.* In lieu of such allowance, Company may provide transportation arrangements between the training location and the employee's living quarters or regular headquarters in accordance with Subsection 15.6(a). If the employee is scheduled to attend the training class for three consecutive weeks or more, transportation allowances under the provisions of Subsection 15.6(a), (b), or (c) will apply, commencing with the second weekend and every weekend thereafter for the duration of such scheduled attendance. (Amended 1-1-88)

15.6 TRANSPORTATION OPTIONS

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

(a) provide individual or group transportation by Company vehicle, or

(b) authorize in advance of the assignment the use of an employee's personal vehicle, or

(c) provide transportation by public carrier only, or in combination with other means specified in (a) above. (Added 1-1-84)

15.7 COMMON CARRIER

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

15.8 PERSONAL AUTOMOBILE

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

15.9 HOURS IN TRAINING SCHOOL

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

15.10 ENABLING CLAUSE

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

TITLE 16. MEALS

16.1 INTENT

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

16.2 MEALS - REIMBURSEMENT AND TIME TAKEN

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

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

1.	Prior to reporting to work:	
	(i) Meal nearest regular starting time	$8.00
	(ii) Meal nearest midpoint of regular hours	$8.00
	(iii) Meal nearest regular quitting time	$15.00
2.	Meal following dismissal from work	$15.00
3.	Meal missed during a work period	$15.00

The allowance referred to above may be paid by separate check and shall be issued on a weekly basis. (Amended 1-1-91)

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

16.3 MEALS - WORK BEYOND QUITTING TIME

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

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

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

16.4 MEALS - OUTSIDE REGULAR HOURS OR NON-WORKDAYS

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

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

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

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

16.5 MEALS - REIMBURSEMENT AWAY FROM HEADQUARTERS

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

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

TITLE 17. STATUS

17.1 EMPLOYMENT DATE

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

17.2 COMPANY

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

Pacific Gas and Electric Company
Standard Pacific Gas Line, Inc.
Pacific Gas Transmission Company
Alberta and Southern Gas Company
Alberta Natural Gas Company
Pacific Service Employees Association
Alaska California LNG Company
Calaska Energy Company
Eureka Energy Company
Gas Lines, Inc.
Natural Gas Corporation
Pacific Gas Marine Company
Pacific Gas Terminal Company
Pacific Transmission Supply Company

17.3 SERVICE

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

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

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

(c) Absence because of illness or injury as long as the employee is entitled to receive sick leave pay or is entitled to receive benefits under the provisions of the Voluntary Wage Benefit Plan, a state disability plan, the Long-Term Disability Plan, or a Workers' Compensation Law, provided that the employee returns to active work with Company immediately following recovery from the illness or injury. (Amended 1-1-91)

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

(e) Absence for Union business pursuant to the provisions of Section 6.6.

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

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

17.4 ACQUISITIONS

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

17.5 REGULAR STATUS

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

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

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

(d) The transfer of a probationary employee from one job to another without interruption of work time shall not be considered an "interruption" of such six months' period of Service.
(Entire Section Amended 1-1-88)

17.6 PART-TIME EMPLOYMENT

(a) A part-time employee is any employee whose regularly scheduled workweek is 35 hours or less. Regular part-time employees who attained part-time status on or before December 31, 1990 shall be entitled to service and prorated vacations and sick leave based on the ratio of total straight-time hours worked in a year by the employee to the full-time equivalent hours (2,080 hours per calendar year), unless otherwise noted. Regular part-time employees who attained part-time status on or after January 1, 1991 shall be entitled to service and prorated benefits, vacations and sick leave based on the ratio of total straight-time hours worked in a year by the employee to the full-time equivalent hours (2,080 hours per calendar year), unless otherwise noted. (Amended 1-1-00)

(b) A part-time employee who attains regular status or a regular full-time employee who accepts part-time status on or after January 1, 1991 shall be eligible to receive the following benefits:

(1) Group Life Insurance and Long-Term Disability coverage, and Retirement Plan and Savings Fund Plan benefits as provided in the Benefit Agreement.

(2) Medical, Dental and Vision plan coverage as provided in the Medical, Dental and Vision Benefit Agreement.

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

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

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

(Entire Subsection Added 1-1-91)

(c) Part-time employment is allowed up to, but not to exceed *twenty percent (20%)* of the total full-time clerical bargaining unit complement at any given time. *In any one headquarters, the number of part-time clerical bargaining unit employees cannot exceed the number of full-time clerical bargaining unit employees.* (Amended 6-1-03)

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

17.7 INTERMITTENT EMPLOYEES

(a) An intermittent employee is one who does not work any set schedule of hours per day or days per week, but who is on call to fill in on any schedule on an as-needed basis. During sickness or vacation relief periods, however, such employee may be assigned to work the schedule and hours of the absent employee if such an assignment cannot be made pursuant to the provisions of Subsection 18.3(a) or any Relief Agreement.

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

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

(1) Group Life Insurance and Long-Term Disability coverage, and Retirement Plan and Savings Fund Plan benefits as provided in the Benefit Agreement.

(2) Medical, Dental and Vision plan coverage as provided in the Medical, Dental and Vision Benefit Agreement.

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

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

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

(Entire Subsection Amended 1-1-91)

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

17.8 OVERTIME

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

17.9 PROGRESSIVE WAGE INCREASES

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

17.10 LIST

As soon after the end of each calendar year as it is practicable to do so, Company will furnish Union with a list showing the name, social security number, home address, employment date, and classification of each employee calculated to the end of such year.

17.11 INFORMATION

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

TITLE 18. JOB BIDDING, PROMOTION AND TRANSFER

18.1 INTENT

(a) The provisions of this Title shall be interpreted and applied in a manner consistent with the parties' purpose and intent in negotiating the job bidding, transfer, and promotion procedures contained herein, namely that when employees are qualified by knowledge, skill and efficiency and are physically able to perform the duties of a job, the employee with the greatest Service shall receive preference in accordance with the sequence of consideration outlined in Subsection 18.5(b), and Section 18.8 for an appointment to fill a vacancy, and that Company shall endeavor to expedite the filling of job vacancies. (Amended 1-1-88)

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

(c) (Deleted 1-1-74)

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

18.2 PROBATIONARY EMPLOYEES AND DEFINITION OF TOP RATE OF PAY

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

(b) (Deleted 1-1-74)

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

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

18.3 FILLING TEMPORARY VACANCIES

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

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

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

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

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

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

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

(Amended 1-1-91)

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

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

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

18.4 PREBID PROCEDURE

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

(a) **Eligibility:** To be valid, an employee's prebid must be entitled to preferential consideration under the provisions of Section 18.8. A list of existing classifications by headquarters with appropriate prebid numbers is available in each headquarters where employees in the bargaining unit regularly report for work. (Amended 1-1-88)

(b) **Forms**: Prebids must be submitted on the form provided by Company or via Bid Express, the telephone input system.

(c) **Mail**: Prebids may be submitted to Company by either United States or Company mail.

(d) **Timeliness**: Company shall not consider any prebid which was received by Company less than eight calendar days prior to the date the fully authorized job vacancy report was received and date stamped by the Human Resources Department to fill a job vacancy in the classification and headquarters on which the prebid was made. Only those prebids valid as of the date stamped on the job vacancy report will be considered to fill such vacancy. Subsequent prebids may be considered only after that list has been exhausted. At that point where there are no qualified prebids on file, Company *may fill the job at its discretion* under the provisions of Section 18.12. (Amended *6-1-03*)

(e) **Date of Receipt**: The date of receipt will be the date of the U.S. postmark if legible. If such postmark is illegible or if the prebid is submitted by Company mail, the date of receipt will be the *Human Resources* date stamp. *(Amended 6-1-03)*

(f) **Acknowledgement**: Company will acknowledge receipt of all prebids within 15 calendar days from the date of receipt and without rejecting the prebid notify the employee in writing *(via e-mail for employees who submitted prebids via e-mail)*of any known reason which might preclude the employee's filling the classification on which the employee has submitted a prebid, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available from the employee's Human Resources Department. (Amended *6-1-03*)

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

(1) at the expiration of one year from the date of the prebid and after 15 calendar days' advance notice from Company,

(2) upon the employee's declining an appointment to the classification and headquarters on which the prebid was submitted, (Amended 1-1-88)

(3) 30 calendar days after any employee's change of headquarters or classification which does not affect his or her status as a prebidder, and after 15 calendar days' advance notice from Company,

(4) immediately upon an employee's change of classification and/or headquarters which affects his or her status as a prebidder,

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

(6) upon receipt of authorization from the local Human Resources Department to cancel prebids because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 19.9, with notification to the employee by the local Human Resources Department of such cancellation. In the latter cases, the employee's prebid will be given the appropriate 18.8 consideration for 15 calendar days from the time the local Human Resources Department notifies employee of such cancellation. (Amended 1-1-88)

(h) **New Jobs at a Headquarters:** The Company shall post, on all bulletin boards throughout the System, a notice describing all new classifications at existing headquarters or any job at a new headquarters in the Company, on the first or fifteenth of any month, as soon as such jobs are authorized to be filled. Such notice shall remain posted until the next Directory listing the new classification is posted on the bulletin board, but not less than 15 days. If no prebids are received 18 days after the date shown on the notice, or at the point there are no qualified bids on file, Company will have 60 days to fill the vacancy under the provisions of Section 18.12. (Amended 1-1-88)

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

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

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

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

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

18.5 FILLING BEGINNER'S CLASSIFICATION

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

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

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

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

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

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

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

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

All transfer requests must be submitted by United States or Company mail on a form provided by Company. Transfer requests may be submitted via Bid Express, the telephone input system. The date of receipt shall be the postmark date if delivered by U.S. mail, or *Human Resources* date stamp if delivered by Company mail or if the U.S. postmark is illegible. In no event shall the Company consider any transfer application which was received by Company less than eight calendar days prior to the established control date. The control date is first established on the date the fully authorized personnel requisition is received and date stamped by the Human Resources Department to fill a job vacancy in the classification and headquarters on which the transfer application was made. If the transfer listing is exhausted without a successful candidate, a new control date will be established. This new control date will be the date of the decline or bypass of the last transfer applicant. Transfers which were not timely under the original control date but were received eight days prior to the new control date will then be given consideration. If the vacancy cannot then be filled by transfer, it may be filled by unrestricted appointment - no transfers on file. (Amended *6-1-03*)

(d) Company shall acknowledge receipt of all transfer applications within 15 calendar days from date of receipt and, without rejecting such applications, notify in writing *(via e-mail for employees who submitted transfers via e-mail)* an employee who submits a transfer application of any known reason which might preclude the employee from filling the classification on which the employee has submitted a transfer application, including information regarding testing programs which must be completed. Information on whether or not an employee has completed such programs is available from the employee's Human Resources Department. (Amended *6-1-03*)

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

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

(2) Classification of vacancy filled.

(3) Department and Headquarters of vacancy filled.

(4) Date vacancy filled.

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

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

(7) Show whether vacancy resulted from the downgrading of a higher classification or is a newly established position at the headquarters.

(f) The following classifications shall be considered as beginner's classifications and shall not be subject to the bidding provisions of this Title: (Amended 1-1-97)

Utility Clerk
Clerk D
Machine Operator B
Data Entry Operator
Computer Operator III
Gas Chart Calculator
Utility Telephone PBX Operator
Utility Typist
Utility Stenographer
Reprographics Operator B
Utility Machine Operator
Word Processing Operator
Meter Reader and Utility Clerk

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

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

(1) at the expiration of one year from the date of the transfer and after 15 calendar days advance notice from Company,

(2) upon the employee's declining an appointment to the classification and headquarters on which the transfer was submitted, (Amended 1-1-91)

(3) 30 calendar days after any employee's change of headquarters or classification, which does not affect his or her priority status as a transfer, and after 15 calendar days advance notice from Company,

(4) immediately upon an employee's change of classification and/or headquarters which affects his or her priority status as a transfer,

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

(6) upon receipt of authorization from the Human Resources Department to cancel transfer because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 18.9 with notification to the employee by the Human Resources Department of such cancellation. In the latter cases the employee's transfer will be given the appropriate consideration for 15 calendar days from the date of notification. (Amended *6-1-03*)

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

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

An employee who is scheduled to go on vacation is encouraged to voluntarily leave a phone number with his/her supervisor at which s/he can be reached if a job offer is extended. As an alternative, an employee may

voluntarily leave his/her supervisor a prioritized list of vacancies s/he will accept if offered a position. This list will expire after the vacation period is ended. In no case will an employee be bypassed for an offer due to being on vacation. (Added 6-1-03)

18.6 COMPANY ASSIGNMENT

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

18.7 POSTBIDDING PROCEDURE (Deleted 1-1-88)

18.7 FORFEITURE

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

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

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

18.8 SEQUENCE OF CONSIDERATION

Whenever a vacancy occurs in a job classification listed in Exhibit F, which the Company intends to fill on a regular basis, preferential consideration shall be given in the following sequence to a prebid submitted by any regular employee who is in a classification listed in Exhibit F, and those classifications listed in Exhibit A:

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

(b) Bids made by regular full-time employees in the Bidding Units and in the Line of Progression in which the vacancy exists, who are:

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

(c) Bids made by regular employees who are:

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

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

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

18.9 PREFERENCE BY LENGTH OF SERVICE

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

(b) In the event a conflict arises as to seniority between two (2) or more employees whose seniority date is the same, the following will be the sequence of consideration for the purpose of a tie-breaker:

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

(2) the employee who first successfully completed all preemployment tests shall be deemed to have the greater seniority;

(3) the employee whose application was first filed with the Company will be deemed to have the greater seniority; or

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

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

18.10 TIME LIMITS ON BIDDING

Notwithstanding anything contained in this Title, Company shall not give consideration to any application for transfer or prebid submitted by an employee who has changed Lines of Progression within the preceding 12 calendar months or who has entered a training classification within the preceding 12 calendar months, if the consideration of such application for transfer or prebid would result in such employee returning to his or her last previous Line of Progression. Training classification is defined as a classification for which there exists a negotiated training program. (Amended 1-1-91)

18.11 BYPASS FOR LACK OF QUALIFICATIONS

(a) Notwithstanding anything contained in this Title, Company may reject the bid of any employee who does not possess the knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid is made. Additionally, the bid of an employee to a classification having a higher maximum wage rate will be rejected if the employee has been under active counseling for poor work performance during the previous 12 months. Active counseling for the purpose of this Section is defined as: during the previous twelve month period (1) two or more instances in which the employee has received written reminders, (2) a decision-making leave or (3) a demotion with cause. (Amended 1-1-94)

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

18.12 APPOINTMENT TO UNBID VACANCY

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

18.13 SUPERVISING OR LEAD CLASSIFICATIONS

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

18.14 NOTIFICATION TO UNION OF BYPASS

When an employee is to be appointed to fill a job vacancy in preference to an employee with greater Service, as provided in Section 18.8, Company shall notify Union of the decision prior to such appointment. (Amended 1-1-88)

18.15 APPOINTMENT DUE TO URGENT NECESSITY

Notwithstanding anything contained in this Title, Company by agreement with Union may appoint to fill a job vacancy any employee who requests such appointment for reasons of urgent necessity, such as impairment of the employee's health or that of a member of the employee's family, or the lack of adequate educational facilities for the employee's children in the locality in which the employee has been employed, provided, however, that an appointment shall not be made hereunder to a classification which has a wage rate higher than the classification of the employee who requests the transfer. For consideration under this Section, an employee shall submit to the Company, by United States mail, a letter outlining reasons for such request in accordance with Letter Agreement 91-99. (See Exhibit J - Procedures to be Utilized in Connection with Hardship Transfers.) When a vacancy occurs at a location that could alleviate the employee's problem, Company and Union may agree in writing to the appointment of the employee to fill such vacancy. (Amended 1-1-94)

18.16 EXCHANGE OF HEADQUARTERS

Company, by written agreement with Union, may consent to an exchange of headquarters between employees in the same classification or classifications having identical, scheduled wage rates and Line of Progression without reference to the foregoing provisions of this Title.

18.17 ENABLING CLAUSE

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

18.18 POSTING OF JOB AWARDS

(a) (Deleted 1-1-88)

(b) Company shall post biweekly on the bulletin boards in each headquarters within the system a list of all job awards made through prebids and through transfers since the last list was posted. Such list will include the job vacancy number (where appropriate) and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. (Amended 1-1-88)

18.19 (Renumbered as Section 13.5)

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

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

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

18.21 RIGHTS TO GRIEVANCE

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

TITLE 19. DEMOTION AND LAYOFF PROCEDURE

19.1 GENERAL RULES (REGULAR EMPLOYEES)

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

(a) Employees shall be given as much notice as practicable of Company's proposed action. Following such notice, and prior to the date of the proposed action, employees to be affected by the procedure due to lack of work shall be considered as though they had already been demoted, and, notwithstanding the provisions of Title 18, have their bids to fill vacancies, in the normal Line of Progression, considered under the provisions of Section 19.9. Subsection 19.1(b) through Section 19.13 shall apply to employees being displaced or demoted due to lack of work or employees being displaced by another employee due to lack of work. (Amended 1-1-00)

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

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

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

(e) Employees shall be demoted, displaced, laid off, or effect elections under the provisions of this Title on the basis of their regular classification, headquarters and Line of Progression at the time of any such action.

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

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

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

19.2 NOTICES

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

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

(b) All employees will be given an opportunity to notify the Company, through the completion of the employee option form, of their preferential order in which Section 19.3 through 19.7 shall be administered. This information will be kept on file for use in any displacement action and may be updated by the employee at any time up to 2 days prior to the start of a displacement action. Preferential consideration shall be given to employees in the order of their Service, while Company shall endeavor to give effect to an employee's preference in the order he/she has indicated. Length of Service shall be the determining factor where two or more employees express a preference for a single location. Company shall notify an employee as to the specific location to which such employee will be transferred. (Amended 1-1-00)

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

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

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

19.3 DEMOTION IN LINE OF PROGRESSION

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

19.4 ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.5 ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION

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

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

19.6 BUMPING EMPLOYEE IN BEGINNER'S JOB

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

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

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

19.7 LAYOFF

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

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

19.8 MOVING ALLOWANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.9 ACCELERATED PROMOTION

For the purpose of enabling employees who have been demoted or transferred under the provisions of this Title, or to enable employees who have been on or are on Long-Term Disability status, to return to their former status (includes former classification and department and/or any other intermediate classification in the department and in the Line of Progression), on an accelerated basis, Company will give preferential consideration in the following sequence to the bids and transfer applications submitted by such employees on any job vacancy: (Amended 1-1-00)

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

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

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

(d) Should an employee return to a classification and/or Line of Progression under the provisions of Section 19.13 other than one from which such employee was demoted, transferred or laid off, such placement

shall not be considered as voluntarily removing himself/herself from the Line of Progression to which such employee would have accelerated promotional rights under the provisions of this Section. (Amended 1-1-00)

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

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

19.10 DEMOTION TO UNIT FROM OUTSIDE

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

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

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

19.11 NOTICE OF LAYOFF

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

19.12 ENABLER

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

19.13 REEMPLOYMENT PROVISIONS

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

(b) When a vacancy exists in a:

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

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

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

Company shall provide notice of openings for reemployment as follows:

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

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

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

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

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

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

6. An employee returning to a classification under the provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he/she returns.

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

PROVISIONS FOR DEMOTION FOR OTHER THAN LACK OF WORK

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

19.14 DEMOTION OF UNIT EMPLOYEE

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

19.15 DEMOTION OF NON-UNIT EMPLOYEE INTO UNIT

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

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

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

19.16 RELOCATION OTHER THAN FOR LACK OF WORK

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

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

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

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

(d) Each employee in Subsection (c) above shall be given as much notice as possible of the impending relocation and such employee may elect either:

(1) to fill any vacancy in the employee's classification in the Demotion Area in which the employee is assigned, notwithstanding Subsection 18.7(a), or; (Amended 1-1-94)

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

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

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

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

19.17 TECHNOLOGICAL CHANGES

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

TITLE 20. SAFETY

20.1 (Deleted 1-1-91)

20.2 PREVENTION OF ACCIDENTS

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

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

(Entire Section Amended 1-1-91)

20.3 PROMULGATION OF ACCIDENT PREVENTION RULES

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

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

20.4 HEALTH AND SAFETY COMMITTEE

(a) **Members -** (1) There shall be established immediately a Company-Union Health and Safety Committee consisting of not more than ten members, five of whom shall be appointed by Company's *Director* of Industrial Relations from among its employees and five of whom shall be appointed by Union from among its members. (2) Only a single Health and Safety Committee and Safety Inspection Committee shall be established, but Clerical employees may be appointed to such Committees pursuant to the applicable provisions of Section 105.3 and 105.8 of the Physical Agreement. (Amended *6-1-03*)

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

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

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

In addition to the foregoing, the Committee shall also meet on a mutually convenient date at the request of the Union's Business Manager or the Company's *Director* of Industrial Relations. (Amended *6-1-03*)

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

20.5 TIME

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

20.6 GRIEVANCES

(a) Grievances concerning any provision of this Title shall be filed and processed in accordance with the provisions of Title 9--Grievance Procedure -- except that: (1) prior to the discussion of such grievances at the Division Local Investigating Committee, the Union shall give Company sufficient notice so that arrangements can be made to have a Company Safety Supervisor present at the meeting to act as a consultant to any such Committee; and (2) Union's Business Manager may in lieu of Union referring such grievances to a Fact Finding Committee or the Review Committee as provided for in Title 9, upon giving 15 calendar days' written notice to Company's *Director* of Industrial Relations, request that such grievance be forwarded to the Committee provided for herein for inclusion on the agenda of its next quarterly meeting or request that a special meeting be called for the purpose of adjusting such grievance. The Committee may, in its discretion, conduct a hearing on any grievance forwarded to it. (3) Adjustment -- The decision of a majority of the members of the Committee shall be final and binding on Company, Union, and the aggrieved employee, if any, provided that this decision does not in any way add to, disregard, or modify any of the provisions of this Agreement. The Committee in its discretion may issue written decisions in a form agreeable to the Committee in cases which have been timely referred to the Committee; or it may refer a case back to any level of the Grievance Procedure provided for in Title 9 of this Agreement, along with written instructions it may wish to issue to the Committee to which the case is referred. (Amended *6-1-03*)

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

20.7 ELECTION OF REMEDY

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

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

20.8 ELECTRICAL LIMITS

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

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

20.9 SAFETY INSPECTION COMMITTEES

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

time off with pay for the purpose of making said inspections and reports and shall be reimbursed by Company for expenses incurred therefor. (Amended 1-1-80)

20.10 WALK-AROUND INSPECTION

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

20.11 INDUSTRIAL INJURY REPORT

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

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

TITLE 21. LABOR-MANAGEMENT COOPERATION

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

Quarterly system joint labor-management meetings shall be regularly scheduled for the purposes of improving communications and promoting harmony and cooperation between Company and Union through discussions of matters of policy and operation which are of general system concern. The meetings will be scheduled for the fourth Wednesday of January, April, July and October, except that such meetings may be cancelled by mutual agreement or by failure to submit agenda items. (Amended 1-1-83)

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

To enable each to select representatives knowledgeable in the matters of general system concern, agenda items will be submitted to the Company's *Director* of Industrial Relations together with a list of employees attending for Union at least two weeks prior to the date of the next quarterly meeting. An agenda will be prepared from the items submitted and sent to the Union and Committee members designated by each as soon as possible thereafter. A summary of the Committee's discussion shall be prepared by Company and after Union review shall be distributed to each attending Committee member. *(Amended 6-1-03)*

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

Company's *Director* of Industrial Relations and Union shall appoint their respective representatives to attend a quarterly meeting, and no restriction is placed on the number each may appoint. However, the number so appointed by each should be limited to those having knowledge of the agenda items and restricted in number in such a way as to insure an orderly presentation by each. *(Amended 6-1-03)*

21.2 LOCAL/DEPARTMENT LABOR MANAGEMENT MEETING

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

(a) ATTENDEES AND AGENDA

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

(b) SUMMARY

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

(c) WITHDRAWAL

Any Area or Department may withdraw from participation in the Local Labor-Management Committee upon Company's *Director* of Industrial Relations giving notice of such intent to Union. (Amended *6-1-03*)

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

(a) Company and Union will establish Joint Committees on Productivity Enhancement. One such committee consisting of four members appointed by Company's *Director* of Industrial Relations and four members appointed by Union shall meet at the call of either party. Other Productivity Enhancement Committees will be established as agreed between Union and Company at other levels of Company's organization. Union members of such committees who are employees of Company shall be paid by Company for attendance at mutually agreed-to meetings of such committees. (Amended *6-1-03*)

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

Company's *Director* of Industrial Relations and Union's Business Manager may agree to guidelines and provisions to temporarily amend provisions of the agreement and/or Company policies and procedures (excluding conflict with any Federal or State Law, Regulation or Executive Order). (See Letter Agreement 87-165-PGE, Exhibit D.) *(Amended 6-1-03)*

TITLE 22. INTERIM NEGOTIATIONS

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

22.2 An Ad Hoc Negotiating Committee established by this Title shall be composed of members appointed by Union and members appointed by Company's *Director* of Industrial Relations. Each party may appoint any number of members who they deem best suited to resolve the particular dispute before the Committee. The members appointed by each, however, shall be kept to a reasonable number consistent with the principles of effective bargaining, and each shall appoint a spokesman from amongst those appointed to the Committee. *(Amended 6-1-03)*

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

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

TITLE 23. SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY

23.1 BENEFIT DESCRIBED

(a) When an employee is absent by reason of injury arising out of and in the course of the employment with Company which comes within the application of the Workers' Compensation and Insurance Chapters of the State Labor Code, the employee shall be eligible for supplemental benefits for the duration of temporary disability. Such benefits shall commence with the first workday of absence immediately following the day of the injury. The amount of the supplemental benefit payable shall be 75 percent of an employee's basic weekly wage rate divided by five, less the sum of any payments to which the employee may be entitled under the Workers' Compensation and Insurance Chapters of the State Labor Code and benefits from the Voluntary Wage Benefit Plan which provides benefits in lieu of unemployment compensation disability benefits provided for in the California Unemployment Insurance Code. (Amended 1-1-00 to be applicable to employees sustaining injuries 1-1-00 or after.)

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

23.2 LIGHT DUTY

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

TITLE 24. MANAGEMENT OF COMPANY AND MISCELLANEOUS

24.1 MANAGEMENT OF COMPANY

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

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

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

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

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

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

(1) Emergency situations.

(2) Training of employees and demonstrating work methods.

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

24.3 ANTI-ABROGATION CLAUSE

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

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

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

24.4 CLASSIFICATIONS WITH SUPERVISORY DUTIES

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

24.5 CONTRACTING

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

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

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

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

TITLE 25. TERM

25.1 TERM

This Agreement, having taken effect as of July 1, 1953, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of *June 1, 2003* through December 31, *2007*, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term. *The Company and Union acknowledge that, in the event the Company forms new Affiliated Acquiring Entities that are bound by this Agreement, this Agreement and any amendments thereto shall remain in effect until December 31, 2007, or until separate agreements are negotiated to apply to each new Affiliated Acquiring Entity, whichever is earlier. Further, upon either party's request, any new Affiliated Acquiring Entity and the Union shall engage in good faith negotiations to develop separate agreements.* (Amended *6-1-03*)

25.2 AMENDMENT - NOTICE

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

25.3 GENERAL WAGE INCREASES

(a) Effective *June 1, 2003,* the basic wage rates established for *June 1, 2003* in Exhibit F of this Agreement shall be increased by *four* percent. (Amended *6-1-03*)

(b) Effective January 1, *2004*, the basic wage rates established for January 1, *2004* in Exhibit F of this Agreement shall be increased by *four* percent. (Amended *6-1-03*)

(c) Effective January 1, *2005*, the basic wage rates established for January 1, *2005* in Exhibit F of this Agreement shall be increased by *four* percent. (Amended *6-1-03*)

(d) (Deleted 1-1-97)

(e) Either party may re-open this Agreement with respect to the subject of wages by giving notice of such re-opening to the other party 60 days prior to January 1, 2006 and January 1, 2007. (Added 6-1-03)

25.4 APPROPRIATE UNIT CHANGE

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

25.5 CONFLICT OF LAW

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

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

25.6 CANCELLATION DUE TO BREACH

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

25.7 RECISIONS

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

EXHIBITS

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

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

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have caused these presents to be executed this 6th day of October 2003.

PACIFIC GAS AND ELECTRIC COMPANY

By _____
Its Vice President - Human Resources

And by _____
Its Director and Chief Negotiator of Industrial Relations

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

By _____
Its President

And By _____
Its Business Manager

APPROVED:

Edwin D. Hill, International President, International Brotherhood of Electrical Workers, AFL-CIO

EXHIBIT A

LINES OF PROGRESSION

FOR THE CLERICAL AGREEMENT

REVISED *December 31, 2001*

REPLACES BOOK DATED *January 1, 1997*

CUSTOMER SERVICES LINE OF PROGRESSION

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

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

Vacancies in *combination* classifications (*e.g., Service Representative and Meter Reader*) will be filled on the basis of the primary classification (the first classification in the Title) taking into account the qualifications required for the secondary classification. Consideration for promotion of employees who hold such classifications shall be based upon the primary classification.

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

Temporary Assignments

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

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

Typist Designation:

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

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

CUSTOMER SERVICES LINES OF PROGRESSION

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

Next Lower Classifications	Same or Higher Classifications
2650 Senior Service Representative I	2641 Senior Service Representative II
2811 Senior Service Representative-Typist I	2765 Senior Service Representative-Typist II

2650 SENIOR SERVICE REPRESENTATIVE I
2811 SENIOR SERVICE REPRESENTATIVE-TYPIST I (55 w.p.m. typing required)

Next Lower Classifications	Same or Higher Classifications
2660 Service Representative	2641 Senior Service Representative II
2663 Service Representative-Steno - (*PIO*)	2765 Senior Service Representative-Typist II
2666 Service Representative-Typist	2650 Senior Service Representative I
2760 Credit Representative	2811 Senior Service Representative-Typist I
2770 Credit Representative and Meter Reader	
2769 Service Representative and Meter Reader	

2760 CREDIT REPRESENTATIVE
2770 CREDIT REPRESENTATIVE AND METER READER

Next Lower Classifications	Same or Higher Classifications
2660 Service Representative	2641 Senior Service Representative II
2663 Service Representative-Steno - (*PIO*)	2765 Senior Service Representative-Typist II
2666 Service Representative-Typist	2650 Senior Service Representative I
2772 Meter Reader and Utility Clerk	2811 Senior Service Representative-Typist I
2769 Service Representative and Meter Reader	2760 Credit Representative
	2770 Credit Representative and Meter Reader

2660 SERVICE REPRESENTATIVE
2663 SERVICE REPRESENTATIVE-STENO (80 w.p.m. shorthand and 50 w.p.m. typing required) - (*PIO*)
2666 SERVICE REPRESENTATIVE-TYPIST (55 w.p.m. typing required)
2769 SERVICE REPRESENTATIVE AND METER READER

Next Lower Classifications

* 2675 Utility Clerk - Customer Services
* 2679 Utility Clerk-Steno-Customer Services - *(PIO)*
* 2683 Utility Clerk-Typist-Customer Services
  2731 Word Processing Operator - Customer Services
  2772 Meter Reader and Utility Clerk

Same or Higher Classifications

2641 Senior Service Representative II
2765 Senior Service Representative-Typist II
2650 Senior Service Representative I
2811 Senior Service Representative-Typist I
2660 Service Representative
2663 Service Representative-Steno - *(PIO)*
2666 Service Representative-Typist
2760 Credit Representative
2770 Credit Representative and Meter Reader
2769 Service Representative and Meter Reader

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

2772 METER READER AND UTILITY CLERK

A Meter Reader is an employee assigned a route of meter locations. Each meter location is visited, the meter number checked and meter dials read and recorded. Any unusual or abnormal conditions observed are reported. *Meter Readers may perform electric change of party reads, gas change of party reads (non-entry, gas found on) and RGSO (reads only) and special meter reads in conjunction with or in lieu of reading an assigned route with the exception of Class II adjustment reads.* Completed work is submitted and other related work is performed as assigned. The following conditions are to be observed when assigning other related work: (a) Training is provided. (b) Meter Readers can safely perform their job duties. (c) Meter Readers will not be routinely assigned work which falls within the job description of another classification, and when additional work is assigned, route sizes are taken into account. (d) It is part of a Meter Reader's job to return to accounts missed by such Meter Reader *if time permits. (e) Whenever a Meter Reader is given Senior Meter Reader job duties they will be paid at the higher rate for a minimum of two (2) hours.* (f) If Union believes that additional "other related work" merits an inequity adjustment to the Meter Reader wage rate, Company agrees to negotiate on an interim basis. *Electric change of party reads, gas change of party reads (non-entry, gas found on) and RGSO (reads only), will not be worked on overtime by Meter Readers until the Title 208 and 212 lists have been exhausted for Reserve Gas Service Representatives, Gas Service Representatives, Service Mechanics and Troublemen classifications. The Meter Reader may do this work on overtime on a de minimis basis, for example, where overtime assignments involve an extension of a regular work day to complete work same day.*

BEGINNER'S CLASSIFICATION

2675 UTILITY CLERK - CUSTOMER SERVICES
2679 UTILITY CLERK STENO - CUSTOMER SERVICES - *(PIO)*
2683 UTILITY CLERK-TYPIST - CUSTOMER SERVICES (55 w.p.m. typing required)
2731 WORD PROCESSING OPERATOR - CUSTOMER SERVICES (55 w.p.m. typing required)
2772 METER READER AND UTILITY CLERK

See also Note 5(a), Page 73.

BEGINNER'S CLASSIFICATIONS

PHYSICAL JOBS TO WHICH CLERICAL EMPLOYEES IN THE CUSTOMER SERVICES LINE OF PROGRESSION ARE VALID PRE-BIDDERS UNDER SECTION 205.7 OF THE PHYSICAL AGREEMENT

GAS SERVICE DEPARTMENT

*2782 SENIOR METER READER**

The duties of the Senior Meter Reader position, which are subject to the grievance procedure, include the following: (a) Training (office and field as assigned). Electronic meter reading device training other than training by General Office project teams is within the duties of the Senior Meter Reader classification. (b) Access arrangements (office and field; pesticide access; meter reading plastic card appointments and reads). In conjunction with access arrangements, it is proper to have a Senior Meter Reader pull electric meters to make visual inspection for irregularities and seal the meter with a security locking ring or other appropriate sealing devices. (c) Clerical duties as assigned and field duties as assigned for rerouting and reserialization (final decision reserved to management; includes new account numbers and individual route inspection). (d) Reading any meter route when deemed necessary. (e) Perform electric change of party reads, gas change of party reads (non-entry, gas found on), RGSO (reads only), and electric meter shut off single phase. (f) Maintain records and post standard reports. (g) Other related bargaining unit work as assigned. (h) Plan and organize Meter Reader work assignments as assigned. (i) Field verification of energy cost inquiries and possible meter reading errors (reread); no customer contact except to explain how to read meter. (j) Type I, II and III audits. Senior Meter Readers will not make recommendations for disciplinary action based on the results of the audits. (k) Personal computer work associated with electronic meter reading to the extent that such work encompasses Senior Meter Reader functions as set forth in this Exhibit. (l) A Senior Meter Reader shall have the personal qualifications of leadership ability. (m) Electric change of party reads, gas change of party reads (non-entry, gas found on), RGSO (reads only), and electric meter shut off single phase will not be worked on overtime by a Senior Meter Reader until the Title 208 and 212 lists have been exhausted for Reserve Gas Service Representatives, Gas Service Representatives, Service Mechanics and Troublemen classifications. The Senior Meter Reader may do this work on overtime on a de minimis basis, for example, where overtime assignments involve an extension of a regular work day to complete work same day.

Next Lower Classifications	*Same or Higher Classifications*
2785 Meter Reader	*2782 Senior Meter Reader*
2772 Meter Reader and Utility Clerk	*2770 Credit Representative and Meter Reader*
2769 Service Representative and Meter Reader	

**Effective January 1, 2000, Sr. Meter Reader and Meter Reader were moved from the clerical bargaining unit to the physical bargaining unit.*

OPERATING LINES OF PROGRESSION

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

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

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

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

Materials Distribution Department including the office, shop and warehouse sections, and the Decoto Pipe Yard and Plant;

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

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

Reprographics Section of Engineering Services Department, including production and office units.

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

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

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

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

Temporary Assignments

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

Example 2: If a temporary vacancy exists in a Senior Operating Clerk I classification, consideration in order of employment date shall be given to employees classified as Operating Clerk in the office department and headquarters.

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

Typist Designation:

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

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

OPERATING LINES OF PROGRESSION

2723 SENIOR OPERATING CLERK II
2646 SENIOR OPERATING CLERK-TYPIST II (55 w.p.m. typing required)

Next Lower Classifications		Same or Higher Classifications	
2789	Senior Operating Clerk I	2723	Senior Operating Clerk II
2654	Senior Operating Clerk-Steno I - *(PIO)*	2646	Senior Operating Clerk-Typist II
2655	*Senior Operating Clerk-Typist I*	0243	*Senior Field Clerk - G.C.*
0250	Foreman's Clerk	0263	Senior Hydro Clerk
0247	Field Clerk - Water	0290	Senior Plant Clerk
0254	Utility Foreman's Clerk	0310	Senior Shop Clerk - G.C.
4906	Reprographics Job Coordinator	0253	Foreman's Clerk

2789 SENIOR OPERATING CLERK I
2654 SENIOR OPERATING CLERK-STENO I (80 w.p.m. shorthand and 50 w.p.m. typing required) - *(PIO)*
2655 SENIOR OPERATING CLERK-TYPIST I (55 w.p.m. typing required)

Next Lower Classifications		Same or Higher Classifications	
2662	Operating Clerk	2723	Senior Operating Clerk II
2664	Operating Clerk-Steno - *(PIO)*	2646	Senior Operating Clerk-Typist II
2667	Operating Clerk-Typist	2789	Senior Operating Clerk I
0252	Assistant Foreman's Clerk	2654	Senior Operating Clerk-Steno I - *(PIO)*
0277	Parts Clerk	2655	Senior Operating Clerk-Typist I
2703	*E&P Operating Clerk - (PIO)*	0250	Foreman's Clerk
*0524	Fieldperson	0253	Foreman's Clerk
		0254	Utility Foreman's Clerk
		0247	Field Clerk-Water
		0243	Senior Field Clerk - G.C.
		0246	First Field Clerk - G.C.
		0290	*Senior Plant Clerk*
		0293	First Plant Clerk
		0263	Senior Hydro Clerk
		0264	First Hydro Clerk
		0310	Senior Shop Clerk - G.C.
		0313	First Shop Clerk - G.C.
		4906	Reprographics Job Coordinator
		0266	First Hydro Clerk - Helms

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

2662 OPERATING CLERK
2664 OPERATING CLERK-STENO (80 w.p.m. shorthand and 50 w.p.m. typing required) - (*PIO*)
2667 OPERATING CLERK-TYPIST (55 w.p.m. typing required)
2703 E&P OPERATING CLERK - (PIO)

Next Lower Classifications

* 2676 Utility Clerk - Operating
* 2684 Utility Clerk-Typist - Operating
2732 Word Processing Operator - Operating
** 0053 Clerical Assistant

Same or Higher Classifications

2723 Senior Operating Clerk II
2646 Senior Operating Clerk-Typist II
2654 Senior Operating Clerk-Steno I - (*PIO*)
2789 Senior Operating Clerk I
2655 Senior Operating Clerk-Typist I
2662 Operating Clerk
2664 Operating Clerk-Steno - (*PIO*)
2667 Operating Clerk-Typist
2703 E&P Operating Clerk - (PIO)
0250 Foreman's Clerk
0253 Foreman's Clerk
0254 Utility Foreman's Clerk
0252 Assistant Foreman's Clerk
0247 Field Clerk - Water
0277 Parts Clerk
0243 Senior Field Clerk - G.C.
0246 First Field Clerk - G.C.
4906 Reprographics Job Coordinator
0263 Senior Hydro Clerk
0264 First Hydro Clerk
0265 Routine Hydro Clerk
0290 Senior Plant Clerk
0293 First Plant Clerk
0294 Routine Plant Clerk
0310 Senior Shop Clerk - G.C.
0313 First Shop Clerk - G.C.
0314 Routine Shop Clerk - G.C.
0275 Partsman - G.C.
*** 0524 Fieldperson
0266 First Hydro Clerk - Helms

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

**Employees in the classification of Clerical Assistant shall be considered under Subsection 18.8(c) of the Clerical Agreement for bidding to Accounting Clerk in the Vice President and *Controller's Organization* in the *Payroll and Accounts Payable sections* and to Operating Clerk positions in the Operating Line of Progression in the Regions.

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

2676 UTILITY CLERK - OPERATING
2684 UTILITY CLERK-TYPIST - OPERATING (55 w.p.m. typing required)
2732 WORD PROCESSING OPERATOR - OPERATING (55 w.p.m. typing required)

See also Note 5(a), Page 73.

BEGINNER'S CLASSIFICATIONS

GENERAL OFFICE ENGINEERING SERVICES DEPARTMENT
REPROGRAPHICS SECTION PRODUCTION UNIT

PRODUCTION UNIT

7003 SENIOR REPROGRAPHICS OPERATOR (LEAD JOB)*

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

Next Lower Classification	Same or Higher Classification
7004 Reprographics Operator A*	7003 Senior Reprographics Operator

7004 REPROGRAPHICS OPERATOR A**

Next Lower Classification	Same or Higher Classifications
7005 Reprographics Operator B	7003 Senior Reprographics Operator 7004 Reprographics Operator A

* With training and/or previous experience.
** Progression to Reprographics Operator A is automatic when qualifications have been met.

7005 REPROGRAPHICS OPERATOR B

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

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

ADMINISTRATION UNIT

4906 REPROGRAPHICS JOB COORDINATOR

Next Lower Classifications	Same or Higher Classification
2662 Operating Clerk	4906 Reprographics Job Coordinator
7003 Senior Reprographics Operator	

See pages 57-58 for Operating and Utility Clerks in the Reprographics Section.

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

DIVISION ELECTRIC DEPARTMENT OFFICE

0254 UTILITY FOREMAN'S CLERK

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

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

Line of Progression same as Foreman's Clerk.

0250 FOREMAN'S CLERK

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

Next Lower Classifications	Same or Higher Classifications
0252 Assistant Foreman's Clerk	0243 Senior Field Clerk -G.C.
0458 Field Clerk - Electric T&D	0246 First Field Clerk - G.C.

2662 Operating Clerk
2664 Operating Clerk-Steno *(PIO)*
2667 Operating Clerk-Typist
0456 T&D Driver

0250 Foreman's Clerk
0253 Foreman's Clerk
0254 Utility Foreman's Clerk
0310 Senior Shop Clerk - G.C.
0313 First Shop Clerk - G.C.
2723 Senior Operating Clerk II
2646 Senior Operating *Clerk*-Typist II
2789 Senior Operating Clerk I
2654 Senior Operating Clerk-Steno I *(PIO)*
2655 Senior Operating Clerk-Typist I

0252 ASSISTANT FOREMAN'S CLERK

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

Next Lower Classifications

* 2676 Utility Clerk - Operating
* 2684 Utility Clerk - Typist - Operating
** 2732 *Word Processing Operator - Operating*

Same or Higher Classifications

0243 Senior Field Clerk - G.C.
0245 Routine Field Clerk - G.C.
0246 *First Field Clerk - G.C.*
0250 Foreman's Clerk
0253 Foreman's Clerk
0252 Assistant Foreman's Clerk
0254 Utility Foreman's Clerk
0310 Senior Shop Clerk - G.C.
0313 First Shop Clerk - G.C.
0314 Routine Shop Clerk - G.C.
0456 T & D Driver
0458 *Field Clerk - Electric T&D*
2646 Senior Operating Clerk - Typist II
2654 Senior Operating Clerk - Steno I *(PIO)*
2655 Senior Operating Clerk - Typist I
2662 Operating Clerk
2664 Operating Clerk - Steno *(PIO)*
2667 Operating Clerk - Typist
2723 Senior Operating Clerk II
2789 Senior Operating Clerk I

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

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

Notes: The starting rate for an employee who is a successful bidder on an Assistant Foreman's Clerk vacancy and who bids from T&D Driver and who is at the top rate of the T&D Driver classification, shall be the top rate of Assistant Foreman's Clerk. If he is not at the top rate of T&D Driver, he shall be placed at the 18-month wage step, and time worked in the T&D Driver classification shall be credited as time worked in the Assistant Foreman's Clerk Classification.

Employees in Foreman's Clerk or Assistant Foreman's Clerk classifications shall be considered as next lower to Senior Operating Clerk II or Senior Operating Clerk I vacancies, respectively, in the Electric Department as indicated in the appropriate Division Clerical Lines Of Progression.

DIVISION ELECTRIC DEPARTMENT
CLERICAL-HYDRO

0263 SENIOR HYDRO CLERK

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

Next Lower Classifications

0247 Field Clerk - Water
0264 First Hydro Clerk
2723 Senior Operating Clerk II
2646 Senior Operating Clerk-Typist II
0266 First Hydro Clerk - Helms

Same or Higher Classifications

0243 Senior Field Clerk - G.C.
0263 Senior Hydro Clerk
0310 Senior Shop Clerk - G.C.

0264 FIRST HYDRO CLERK
0266 FIRST HYDRO CLERK - HELMS

An employee, under general supervision, whose background and experience are such that the employee has a comprehensive knowledge of the operation and procedures of the Hydro Department and is engaged in performing clerical work and assisting in the administrative work of the Hydro Supervisor's office. This work encompasses such duties as coordinating various functions to facilitate completion of jobs, including associated clerical duties in the field, assigning jobs to crews, ordering materials, preparing reports, processing time cards, work orders and GM's for the crews or for accounting purposes and maintaining office files and records. May supervise details of boardinghouse operations. Must have the clerical and typing skills required of a *Routine Hydro Clerk and may be required to take dictation. When qualified, may be required to drive light Company vehicles.

Next Lower Classifications

* 0265 Routine Hydro Clerk
2654 Senior Operating Clerk-Steno I (PIO)

Same or Higher Classifications

0243 Senior Field Clerk - G.C.
0246 First Field Clerk - G.C.

2655 Senior Operating Clerk-Typist I
2789 Senior Operating Clerk I
2662 Operating Clerk
2664 Operating Clerk - Steno *(PIO)*
2667 Operating Clerk-Typist

0247 Field Clerk - Water
0263 Senior Hydro Clerk
0264 First Hydro Clerk
0310 Senior Shop Clerk - G.C.
0313 First Shop Clerk - G.C.
2723 Senior Operating Clerk II
2646 Senior Operating Clerk-Typist II
0266 First Hydro Clerk - Helms

* 0265 ROUTINE HYDRO CLERK

An employee who performs routine clerical work requiring a basic knowledge of established Hydro Department office procedures and elementary accounting principles; may operate PBX board. Must be able to type with reasonable speed and accuracy (35 Words Per Minute); may be required to learn shorthand prior to promotion to First Hydro Clerk. When qualified, may be required to drive light Company vehicles.

BEGINNER'S CLASSIFICATION.

WATER DEPARTMENT

0247 FIELD CLERK

An employee whose background and experience is such that the employee has a comprehensive knowledge of the operation and procedures of a general foreman's or foreman's office in the Water Department and who performs the clerical work and assists in the administrative work of such office. This work includes such duties as coordinating various functions to facilitate the completion of jobs, assigning jobs to crews, receiving and dispatching customer's complaints, preparing reports, processing time cards, work orders, and GM's for the crews or for accounting purposes and maintaining office files and records. The employee's duties may require that the employee work in the office, in a camp, or in the field.

Next Lower Classifications

0264 First Hydro Clerk
0265 Routine Hydro Clerk
2662 Operating Clerk
2789 Senior Operating Clerk I
2654 Senior Operating Clerk-Steno I (PIO)
2655 Senior Operating Clerk-Typist I
2664 Operating Clerk-Steno *(PIO)*
2667 Operating Clerk-Typist

Same or Higher Classifications

0243 Senior Field Clerk - G.C.
0246 First Field Clerk - G.C.
0263 Senior Hydro Clerk
0310 Senior Shop Clerk - G.C.
2723 Senior Operating Clerk II
2646 Senior Operating Clerk-Typist II
0266 First Hydro Clerk - Helms

STEAM GENERATION AND NUCLEAR PLANT OPERATIONS DEPARTMENTS

0290 SENIOR PLANT CLERK

An employee who has the qualifications of a First Plant Clerk performs clerical work and is the lead clerk in a plant office directing the work of the other Plant Clerks.

Next Lower Classifications

0293 First Plant Clerk
2723 Senior Operating Clerk II
2646 Senior Operating Clerk-Typist II

Same or Higher Classifications

0059 Scheduling Assistant (DCPP Only)
0243 Senior Field Clerk - G.C.
0263 Senior Hydro Clerk
0290 Senior Plant Clerk
0310 Senior Shop Clerk - G.C.

0293 FIRST PLANT CLERK

An employee who, under general supervision, performs clerical work requiring a working knowledge of all procedures used in steam plant office work and the normal amount of judgment accompanying that knowledge. May also be required to maintain special and routine statistical records of operation and maintenance and to make computation for the preparation of reports. May be required to type accurately with reasonable speed.

Next Lower Classifications

0059 Scheduling Assistant (DCPP Only)
0294 Routine Plant Clerk
2662 Operating Clerk
2664 Operating Clerk-Steno *(PIO)*
2667 Operating Clerk-Typist
0301 Control Room Assistant (DCPP)

Same or Higher Classifications

0243 Senior Field Clerk - G.C.
0246 First Field Clerk - G.C.
0263 Senior Hydro Clerk
0264 First Hydro Clerk
0290 Senior Plant Clerk
0293 First Plant Clerk
0310 Senior Shop Clerk - G.C.
0313 First Shop Clerk - G.C.
2723 Senior Operating Clerk II
2646 Senior Operating Clerk-Typist II
2789 Senior Operating Clerk I
2654 Senior Operating Clerk-Steno I *(PIO)*
2655 Senior Operating Clerk-Typist I
266 First Hydro Clerk – Helms

0301 CONTROL ROOM ASSISTANT (DCPP)

A shift employee in a nuclear power plant who is assigned to assist the shift foreman in the performance of his administrative duties and who performs clerical work on shift. Is responsible to the plant office supervisor for the quality and quantity of the work performed. Performs such duties as verifying and preparing time cards for the foreman's signature, making and receiving calls relating to personnel and other matters for the shift foreman, maintaining logs, preparing summaries, assembling reports, preparing permits, and similar duties. Is responsible for maintaining supply of and preparation of food for required meals. Must be familiar with Company's accounting and record-keeping procedures, and shall be able to use a typewriter with moderate skill (25 words per minute net).

Next Lower Classification

0294 Routine Plant Clerk

Same or Higher Classifications

0059 Scheduling Assistant (DCPP only)
0243 Senior Field Clerk - G.C.
0246 First Field Clerk - G.C.
0263 Senior Hydro Clerk
0264 First Hydro Clerk
0290 Senior Plant Clerk
0293 First Plant Clerk
0301 Control Room Assistant (DCPP)
0310 Senior Shop Clerk - G.C.
0313 First Shop Clerk - G.C.
2723 Sr. Operating Clerk II
2646 Sr. Operating Clerk-Typist II
2789 Sr. Operating Clerk I
2654 Sr. Operating Clerk-Steno I *(PIO)*
2655 Sr. Operating Clerk-Typist I
0266 First Hydro Clerk - Helms

0059 SCHEDULING ASSISTANT (DCPP Only)

An employee whose primary responsibilities include collecting, processing, analyzing, maintaining and disseminating schedules and scheduling information. Duties include the input, processing information between PIMS and scheduling software; executing batch runstreams; reviewing, analyzing and correcting data and system errors; distributing scheduling information to client work groups; and developing basic reports using mainframe and personal computer programs. Must have knowledge of basic computer applications and be able to type with reasonable speed and accuracy (35 w.p.m.).

Next Lower Classification

0294 Routine Plant Clerk

Same or Higher Classifications

0243 Senior Field Clerk - G.C.
0246 First Field Clerk - G.C.
0263 Senior Hydro Clerk
0264 First Hydro Clerk
0290 Senior Plant Clerk

0293	First Plant Clerk
0301	Control Room Assistant
0310	Senior Shop Clerk - G.C.
0313	First Shop Clerk - G.C.
2723	Senior Operating Clerk II
2646	Senior Operating Clerk-Typist II
2654	Senior Operating Clerk-Steno I *(PIO)*
2655	Senior Operating Clerk-Typist I
2789	Senior Operating Clerk I
0266	First Hydro Clerk - Helms

0294 ROUTINE PLANT CLERK

An employee who performs routine clerical work requiring a basic knowledge of established Company steam plant office procedures and elementary accounting principles; may operate PBX Board or take readings during plant tests; in training for advancement to First Plant Clerk. Must be able to type with reasonable speed and accuracy (35 words per minute); may be required to learn shorthand prior to promotion to First Plant Clerk.

BEGINNER'S CLASSIFICATION.

Note: A transfer application from a Utility Plant Clerk (DCPP) to Routine Plant Clerk will be given Priority 1 status under the Job Bidding System. Priority 1 transfer applications receive preference over all other transfers and are treated as a bid under the provisions of Subsection 205.7(a), (b) or (c) as appropriate.

0296 UTILITY PLANT CLERK (DCPP)
0297 SHIFT UTILITY PLANT CLERK (DCPP)

An employee who performs routine typing, filing, microfilming, photocopying and general clerical work. May operate PBX terminal, CRT terminal, and other standard office equipment. May be required to type with reasonable speed (35 words per minute net). Must have met all of Company's pre-employment clerical requirements. *Utility Plant Clerks who are assigned to the Dosimetry Office are shift employees. They may determine dose histories, issue and control TLD's, maintain NRC dosimetry records, log employees into the Radiological Controlled Area, read and rezero pencil dosimeters, and perform other clerical work.*

Additionally, Relief Utility Plant Clerk position at DCPP provides the necessary relief coverage for the Utility Plant Clerks assigned to the Access Control and Dosimetry Office. The Relief position would be filled on a voluntary basis and if there are no volunteers, the Relief would be filled by the quarterly sign-up. The Relief will normally be assigned to a Monday - Friday, day shift.

BEGINNER'S CLASSIFICATION

Note: A transfer application from a Utility Plant Clerk (DCPP) to Routine Plant Clerk at Diablo Canyon Power Plant will be given Priority 1 status under the Job Bidding System. Priority 1 transfer applications receive preference over all other transfers and are treated as a bid under the provisions of Subsection 205.7(a) or (b) as appropriate.

GARAGE DEPARTMENT

0277 PARTS CLERK

An employee with a thorough knowledge of automotive parts and stores procedures, who performs without direct supervision, duties which include the purchasing, storing, issuing and requisitioning of automotive parts and tools. He may also be required to perform clerical work and assist in the administrative work of the Foreman's or General Foreman's office.

Next Lower Classifications

0880 Garageman
1210 Materials Handler
2662 Operating Clerk
2664 Operating Clerk-Steno *(PIO)*
2667 Operating Clerk-Typist

Same or Higher Classifications

0277 Parts Clerk
0730 Garage Subforeman
1254 Utility Equipment Mechanic
1255 (1256) Equipment Mechanic & (Unassigned)
1258 Apprentice Equipment Mechanic
2646 Senior Operating Clerk-Typist II
2723 Senior Operating Clerk II
2789 Senior Operating Clerk I
2654 Senior Operating Clerk-Steno I *(PIO)*
2655 Senior Operating Clerk-Typist I

ACCOUNTING AND COMPUTER OPERATIONS LINES OF PROGRESSION

The tables shown are for use in filling vacancies in the *following departments: Vice President and Controller's Organization*, Computer Operations, *and the* Mail Services Section of General Office Building Department. They should be used in connection with Section 18.8 of the Clerical Agreement dated July 1, 1953, as amended. In addition, the transfer rights of employees of the Vice President and *Controller's Organization* and the General Office Operating Clerical (including the Design-Drafting Clerical Unit, Reprographics Clerical Unit, and the Mail Services Section of the General Office Building Department) have been expanded to provide Subsection 18.5(c)(1) rights between these groups.

The Vice President and Controller's Organization is comprised of the following sections: Major Billing, Bill Processing, Payroll, Capital Accounting, Miscellaneous Billing, Payment Processing, Revenue, Accounts Payable, Budget, Corporate Accounting and Correspondence Management. The Computer Operations Department consists of the Data Recording and Output Operations sections.

By identifying these sections, the parties do not intend to change the scope of recognition.

Transfer rights of employees in the Computer Operations Department and the Vice President and *Controller's Organization* have been established to provide 18.5(c)(1) rights between these groups.

To use these tables, find the vacant classification. Below the vacant classification in the left-hand column are listed the next lower classifications. Below the vacant classification in the right-hand column are listed classifications which are the same as, or higher than

the vacant classification. The classifications listed as next lower, the same as, or higher than the vacant classification are followed by a hyphen and a label which describes the general function of the clerical classifications which are so considered.

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

Temporary Assignments: Temporary upgrades shall take place within the unit in which the temporary vacancy exists provided there is a next lower classification to the vacant classification in such unit. Temporary upgrades into classifications where there is no next lower classification to the vacancy within the unit shall be made from the section, *and* then the department. *A Section may be comprised of more than one unit. For example, in the Payroll and Accounts Payable Sections, a unit is comprised of all of the employees reporting to one exempt supervisor.*

Example 2: If a temporary vacancy exists in a Senior Accounting Clerk I classification in a unit of the Vice President and *Controller's* Organization, consideration in order of employment date shall be given to employees classified as Accounting Clerk in that unit.

Transfers within Vice President and *Controller's* Organization (LA 82-4)

"An employee who has been promoted or transferred into or within the Vice President and Comptroller's Organization will not have his or her bids or applications for transfer to move laterally considered for a minimum of six months following such promotion or transfer. The foregoing shall not apply to shift changes. Employees transferring or bidding between departments in Vice President and Comptroller's and Computer Operations Department will not be bypassed pursuant to Section 18.11 of the Clerical Agreement if solely based on a lack of job knowledge and/or experience. The foregoing shall not abrogate the parties' intent to develop and implement training and testing procedures for promotional eligibility to all senior classifications in the Vice President and Comptroller's Organization. Once such training and testing procedures are negotiated and implemented, Company and Union will review the contents of this paragraph."

Typist Designation:

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

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

ACCOUNTING AND COMPUTER OPERATIONS LINES OF PROGRESSION
Accounting

2642 SENIOR ACCOUNTING CLERK II
2767 SENIOR ACCOUNTING CLERK-TYPIST II (55 w.p.m. typing required)

Next Lower Classifications	Same or Higher Classifications
2788 Senior Accounting Clerk I	2642 Senior Accounting Clerk II
2813 Senior Accounting Clerk-Typist I	2767 Senior Accounting Clerk-Typist II
2878 Computer Operator I	2879 Senior Computer Operator
2808 Lead Data Entry Operator[1/]	2779 Computer Operator 1-A

2788 SENIOR ACCOUNTING CLERK I
2813 SENIOR ACCOUNTING CLERK-TYPIST I (55 w.p.m. typing required)

Next Lower Classifications	Same or Higher Classifications
2661 Accounting Clerk	2642 Senior Accounting Clerk II
2873 Accounting Clerk-Typist	2767 Senior Accounting Clerk-Typist II
2877 Computer Operator II	2808 Lead Data Entry Operator [1/]
2697 Machine Operator - Accounting	2788 Senior Accounting Clerk I
	2813 Senior Accounting Clerk-Typist I
	2879 Senior Computer Operator
	2779 Computer Operator I-A
	2878 Computer Operator I

[1/]An employee classified as a Lead Data Entry Operator - Data Recording Section shall be considered as being in the same or next lower classification provided such employee has passed the "*PSI* Clerical Test Battery", or has qualified in accordance with the provisions outlined on Pages 76 - 78.

2661 ACCOUNTING CLERK
2873 ACCOUNTING CLERK-TYPIST (55 w.p.m. typing required)
2697 MACHINE OPERATOR

Next Lower Classifications	Same or Higher Classifications
* 2677 Utility Clerk-Accounting	2642 Senior Accounting Clerk II
* 2685 Utility Clerk-Typist-Accounting	2767 Senior Accounting Clerk-Typist II
2875 Computer Operator III	2788 Senior Accounting Clerk I
2876 Computer Operator III-A	2813 Senior Accounting Clerk-Typist I
2807 Data Entry Operator[1/]	2879 Senior Computer Operator
2689 Utility Machine Operator - Accounting	2779 Computer Operator I-A
2773 Mail Clerk Driver	2878 Computer Operator I
2805 Machine Operator B (Incumbent Only)	2877 Computer Operator II

2733 Word Processing Operator - Accounting
** 0059 Clerical Assistant
2697 Machine Operator
2808 Lead Data Entry Operator[1/]
2661 Accounting Clerk
2873 Accounting Clerk - Typist

[1/]An employee classified as Data Entry Operator or Lead Data Entry Operator - Data Recording Section shall be considered as being in the same or next lower classification provided such employee has passed the "*PSI* Clerical Test Battery", or has qualified in accordance with the provisions outlined on Pages 76 - 78.

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

** Employees in the classification of Clerical Assistant shall be considered under Subsection 18.8(c) of the Clerical Agreement for bidding to Accounting Clerk in the Vice President and *Controller's Organization* in the *Payroll and Accounts Payable Sections*, and to Operating Clerk positions in the Operating Line of Progression in the Regions.

2773 MAIL CLERK DRIVER

Next Lower Classifications

* 2677 Utility Clerk-Accounting
* 2685 Utility Clerk-Typist-Accounting
2807 Data Entry Operator[1/]
2689 Utility Machine Operator
2875 Computer Operator III
2876 Computer Operator III-A
2805 Machine Operator B (Incumbent Only)
2733 Word Processing Operator - Accounting

Same or Higher Classifications

2642 Senior Accounting Clerk II
2767 Senior Accounting Clerk-Typist II
2788 Senior Accounting Clerk I
2813 Senior Accounting Clerk-Typist I
2879 Senior Computer Operator
2779 Computer Operator I-A
2878 Computer Operator I
2877 Computer Operator II
2773 Mail Clerk Driver
2808 Lead Data Entry Operator[1/]
2825 Office Machine Repairman
2661 Accounting Clerk
2873 Accounting Clerk-Typist
2697 Machine Operator - Accounting
2819 Senior Office Machine Repairman

[1/] An employee classified as Data Entry Operator or Lead Data Entry Operator - Data Recording Section shall be considered as being in the same or next lower classification provided such employee has passed the "*PSI* Clerical Test Battery", or has qualified in accordance with the provisions outlined on Pages 76 - 78.

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

2677 UTILITY CLERK
2685 UTILITY CLERK-TYPIST (55 w.p.m. typing required)
2689 UTILITY MACHINE OPERATOR
2733 WORD PROCESSING OPERATOR - ACCOUNTING (55 w.p.m. typing required)

See also note 5(a), Page 73.

BEGINNER'S CLASSIFICATIONS

Computer Operations

2879 SENIOR COMPUTER OPERATOR

SENIOR COMPUTER OPERATOR - GENERAL OFFICE COMPUTER CENTER

Will assist in providing on-the-job training and be responsible for the operation of input/output equipment, alternate consoles and/or terminals, computer system consoles, and perform related clerical duties.

SENIOR COMPUTER OPERATOR - FAIRFIELD COMPUTER CENTER - WEST SACRAMENTO

Will assist in providing on-the-job training and be responsible for the operation of input/output equipment, alternate consoles and/or terminals, computer system consoles, Tape Library management, Scheduling and Control functions, off-site storage functions, and perform related clerical duties.

Next Lower Classifications	Same or Higher Classification
2779 Computer Operator I-A (Incumbents Only) 1/	2879 Senior Computer Operator
2878 Computer Operator I 1/	

24-month step of Computer Operator I (2878) is considered as top rate for bidding purposes from any of the above classifications. Computer Operator I's and I-A's must be at top rate of pay for bidding purposes and have successfully completed the appropriate Senior Computer Operator Course to be considered qualified bidders.

1/ Upon reaching the top of the CO I classification and successfully completing the Senior Computer Operator course, an employee shall be eligible to bid into the Senior Computer Operator classification for the Section in which such employee has completed the required courses.

2878 COMPUTER OPERATOR I

Responsible for the operation of input/output equipment, alternate consoles and/or terminals, computer system consoles, and may perform related clerical duties.

Next Lower Classification

Automatic progression upon completion of six months at top rate of Computer Operator II and successful completion of Computer Operator I training course.

2877 COMPUTER OPERATOR II

Responsible for the operation of input/output equipment, alternate consoles and/or terminals and may perform related clerical duties.

Next Lower Classification

Automatic progression upon completion of six months at top rate of Computer Operator III and successful completion of Computer Operator II training course.

2875 COMPUTER OPERATOR III

Will, under direction, perform the duties to operate input/output equipment and/or terminals and may perform related clerical duties. A Computer Operator III is not required to have prior experience.

All Computer Operator III's (new hires and transfers) must successfully complete the appropriate Computer Operator in Training Course within 6 months.

BEGINNER'S CLASSIFICATION

2808 LEAD DATA ENTRY OPERATOR

Lead Data Entry Operators must be familiar with and proficient in all the work of the unit. Each Lead Operator will be expected to provide training to Data Entry Operators in all work of the unit and will batch, assign and control the work; and act as the Lead Operator in the Unit. Each Lead Operator will also be expected to coordinate his or her attendance with the Unit Supervisor under the flextime system. To be eligible for promotion to the classification, a Data Entry Operator must have a six-month performance rating of 1.10 or better.

Next Lower Classification	Same or Higher Classification
2807 Data Entry Operator	2808 Lead Data Entry Operator

2807 DATA ENTRY OPERATOR

BEGINNER'S CLASSIFICATION

PHYSICAL JOBS TO WHICH CLERICAL EMPLOYEES IN THE ACCOUNTING LINE OF PROGRESSION ARE VALID PRE-BIDDERS UNDER SECTION 205.7 OF THE PHYSICAL AGREEMENT

2819 SENIOR OFFICE MACHINE REPAIRMAN

Senior Office Machine Repairmen will be responsible for the maintenance and repair of bill inserting machines, training Office Machine Repairmen for the second and third shifts, training of inserting machine operators, ordering machine parts, keeping of maintenance records, performing preventative maintenance, maintaining contacts with machine manufacturer's representatives, and performing other duties as assigned. (L.A. 81-23)

Next Lower Classification	Same or Higher Classification
2825 Office Machine Repairman	2819 Senior Office Machine Repairman

2825 OFFICE MACHINE REPAIRMAN

As per Letter of Agreement 81-47, successful bidders must pass the Office Machine Repairman's Qualification Test with a minimum score of 65%.

Next Lower Classifications	Same or Higher Classifications
2788 Senior Accounting Clerk I	2642 Senior Accounting Clerk II
2813 Senior Accounting Clerk-Typist I	2767 Senior Accounting Clerk-Typist II
2661 Accounting Clerk	2808 Lead Data Entry Operator [1/]
2873 Accounting Clerk-Typist	2825 Office Machine Repairman
2878 Computer Operator I	2779 Computer Operator I-A
2877 Computer Operator II	2879 Senior Computer Operator
	2819 Senior Office Machine Repairman

1/ An employee classified as Lead Data Entry Operator - Data Recording Section shall be considered as being in the same or next lower classification provided such employee has passed the "*PSI* Clerical Test Battery", or has qualified in accordance with the provisions outlined on Pages 76 -78.

CLERICAL WAGE AND CLASSIFICATION AGREEMENT

Effective January 1, 1980

1.) The parties have agreed to establish a new Job Evaluation System replacing the Clerical Cross-Hatch Index System as provided for in the letter agreement dated March 8, 1974. The new System must be agreed to no later than 24 months after the effective date of this Agreement, and in the event the parties are unable to reach agreement, the issue would then be submitted to arbitration pursuant to Title 9 of the Agreement to resolve the dispute. The arbitrable issue will be restricted to the adoption of one of the parties' Job Evaluation Systems as submitted to the arbitrator with the understanding that Company would not submit the Clerical Cross-Hatch Index System and, in turn, the Union would not submit job definitions.

2a.) During the 24-month period described above or until such time as the parties agree to a new Job Evaluation System, the Company will continue to fill new clerical vacancies and assign the rates of pay on the basis of comparing the new job to existing classifications of comparable duties. In other words, the method Company will use in determining the rate of pay will be a slotting method of comparing the new job to existing jobs with comparable duties. The Union will be notified of all such placements and has the right to challenge each rate of pay. Once the parties have agreed to a Job Evaluation System, all jobs challenged during the interim period will be re-evaluated using the new Evaluation System and if adjustments are necessary, they will be made retroactive to the date of filling.

b.) Further, Company will remove all "RWV" designations from the existing clerical classifications in the bargaining unit and during the interim period consider these classifications for purposes of Titles 13, 18, and Exhibit F at the higher level. Once the parties have agreed to a new Evaluation System, the former "RWV" classifications will be reevaluated and assigned and adjusted if necessary. If as a result of the re-evaluation it is necessary to lower the classification and rate of pay, then the employees filling the jobs will be given displacement or demotion and layoff rights pursuant to Title 19 of the Agreement. An employee's right to use Title 19 will be limited to the displacement of the employee with the least Service who entered the classification after the employee seeking to use the provisions of Title 19. Company will supply Union with a list of all classifications which are formerly designated as "RWV" on the effective date of this Agreement. It is also understood that grievances currently pending that were filed pursuant to the Clerical Job Grading Grievance Procedure dated March 8, 1974, will be resolved by the Pre-Review Committee.

3.) Company will review Company offices, departments, and the Comptroller's Organization for the purpose of restructuring the duties to provide for additional senior positions. As a result of the commitment to establish additional senior positions, Company, starting no later than January 1981 and in each January and July thereafter for the term of this Agreement, will meet with Union to review progress. If the Company has not lived up to its commitment, then Union will have the right to initiate a grievance pursuant to Title 9 of the Clerical Labor Agreement to resolve the issue.

4.) The parties agreed jointly to attempt to develop training and testing procedures for promotional eligibility to all senior classifications within the Clerical Agreement with the understanding that the initial implementation of the training and testing procedures would start in the Customer Services Department and follow either in the Vice President and Comptroller's Organization or Clerical Operating. During the interim period, the provisions of Title 18 would still apply.

5a.) Placement into the Utility Clerk classification will start on the effective date of this Agreement, (1-31-80). Employees who currently hold the classification of Clerk D and its equivalent will retain such classification and their wage progression as established in 1976 and be allowed to progress to the top of such current wage progressions until such time as they vacate the classification. Employees classified as Clerk D and

equivalent who go on Long Term Disability or a leave of absence or who transfer laterally in the same line of progression pursuant to Title 18 of the Agreement will retain their Clerk D or equivalent status until such time as they vacate the Clerk D or equivalent classification. All other transfers of Clerk D's will be to the Utility Clerk classification and its rate of pay. Any other employee entering the beginning clerical level (except as a Meter Reader, Computer Operator-in-Training, or Data Entry Operator) shall be classified and paid as a Utility Clerk.

5b.) The provisions of Section 13.9 of the Clerical Agreement will apply to all beginning level appointments. However, in case of transfer between Utility Clerk and Meter Reader, the provisions of Section 18.10 of the Clerical Agreement will apply, whether or not there is a change in line of progression.

6.) Revise entry starting rate guidelines as outlined below.

7.) Combination classifications and dual classifications will be handled in the same manner as provided for in Exhibit A, Lines of Progression, Division Clerical Departments.

8.) (2730) Supervising Clerk B classification is eliminated from Exhibit F of the clerical contract. Those employees classified as Supervising Clerk B on the effective date of this Agreement will be maintained at their current wage rate subject to general wage increases until such time as they vacate the classification.

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

CLERICAL HIRING RATE GUIDELINES

The following hiring rate guidelines apply to clerical employees hired under the Agreement:

1.) An employee with less than 6 months of directly related clerical job experience will be hired at the starting rate of the applicable clerical classification.

An employee with 6 months, but less than 12 months directly related clerical job experience, will be hired at the 6-month rate of the applicable clerical classification.

An employee with 12 to 18 months directly related clerical job experience, will be hired at the one-year rate of the applicable clerical classification.

An employee with 18 to 24 months directly related clerical job experience, shall be hired at the 18-month rate of the applicable clerical classification.

An employee, other than Utility Clerk, with 2 years or more directly related clerical job experience, shall be hired at the 24-month rate of the applicable clerical classification.

A Utility Clerk with 24 to 30 months directly related clerical job experience, shall be hired at the 24-month rate of the Utility Clerk.

A Utility Clerk with 30 months directly related clerical job experience, shall be hired at the 30-month rate of the Utility Clerk.

2.) In applying paragraph 1, credit will be given for office clerical work, "office clerical work" does not include: (a) sales work in any type of retail establishments; (b) work as a teller in a bank or savings institution.

3.) Credit for work experience will not be given for jobs held prior to a five-year break in employment.

4.) No credit will be given for non-verifiable work experience.

5.) No credit will be given for summer or part-time work experience accrued while a student.

6.) Credit will not be given for experience accrued on a casual or intermittent basis, including work performed while employed through a temporary agency.

DEFINITIONS OF THE PHRASE "AT THE TOP RATE OF PAY OF THE NEXT LOWER CLASSIFICATION" IN CLERICAL LINES OF PROGRESSION

TITLE 18 - JOB BIDDING, PROMOTION AND TRANSFER

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

Example: Senior Service Representative I
Senior Service Representative-Typist I

Next Lower Classifications:
Service Representative
Service Representative-Typist
Credit Representative
Credit Representative and Meter Reader

In the above example, the Service Representative *and Service Representative-Typist* are the classifications with the lowest maximum wage rate of the group of classifications shown as next lower. An employee in any of the "next lower classifications" who is receiving a wage rate equal to or greater than the maximum rate of such classifications would be considered as being "at the top rate of pay of the next lower classification" as referred to in Subsection 18.8(b) or (c). Where a physical classification is "next lower" in Exhibit A, the clerical classification with the lowest maximum wage rate shall prevail in determining the "top rate of pay of the next lower classification."

To be entitled to preferential consideration an employee who is presently in any of the "next lower classifications" or any of the "same or higher classifications" to a classification in the normal line of progression for which s/he has bid must be receiving a rate of pay equal to or greater than the lowest maximum wage rate of the group of classifications combined and indicated as the next lower to the classification on which s/he bid.

With regard to the filling of the Service Representative classification, an employee who has completed six months of continuous service and has been given regular employee status and who is in any of the classifications on either side indicated as being in the "next lower classifications" or the "same or higher classifications" to Service Representative, will be considered as being "at the top rate of pay of the next lower classification" for bidding purposes under Subsection 18.8(b) or (c) to a job vacancy in the classification of Service Representative.

See Subsection 18.2(c) for the definition of the top of the rate of pay of the next lower classification when bidding from a beginner's classification, except to Service Representative.

CLERICAL & METER READER TEST BATTERIES

Effective January 1, 1998

A. CLERICAL TEST BATTERY

The Clerical Test Battery consists of *five* tests:

PSI Computation (5 minutes)
PSI Language Skills (5 minutes)
PSI Problem Solving (10 minutes)
PSI Coding (5 minutes)
PSI Visual Speed and Accuracy (5 minutes)

The scores on the tests are combined algebraically to yield an overall Clerical Aptitude Score. The minimum Clerical Aptitude Score required for transfer to, or employment in, any entry-level clerical classification except Reprographics Operator or Data Entry Operator is *81.5* points.

B. METER READER TEST BATTERY

The Meter Reader Test Battery consists of two tests:

PSI Coding (5 minutes)
PSI Visual Speed and Accuracy (5 minutes)

Scores on the two tests are combined algebraically to yield an overall Meter Reader Aptitude Score. The minimum Meter Reader Aptitude Score required for transfer to, or employment as, a Meter Reader is *49.5* points.

C. RETESTING PROVISIONS

An employee is permitted two attempts to pass the Clerical or Meter Reader Test Battery. An employee who fails to attain a passing score on the first attempt may take the tests a second time 90 days or later following the date of the first testing. Any failure on a Clerical Preemployment Test before July 1, 1986 will not be counted as an attempt.

D. APPLICATION FOR TESTING:

1. Employees submitting prebids or transfer applications will receive a Company acknowledgment, listing test requirements for each job classification.

2. If employees have not already satisfied those test requirements, they must notify the Human Resources Department in writing that they are prepared and desire to take the required tests.

3. Employees will not be bypassed for a vacancy because they have not taken the required test(s), if they have notified the Company in accordance with paragraph 2 above and the Company has not administered the required test(s).

4. Employees must be qualified for the vacancy on the control date, except in those situations described in paragraph 3 above, or where Company and Union have agreed to specific prerequisites that provide for appointments to be held pending the determination of qualifications. *Subsections* 18.4(d) and 18.5(c).

E. TESTING REQUIREMENTS IN EFFECT PRIOR TO JULY 1, 1986:

1. Passing the six-test Clerical Battery Test in effect in 1967.

2. Scoring 70 points or higher on the Name Comparison Test and 20 points or higher on EAS#2 - Numerical Ability.

3. Scoring 86 points or higher on the Number Perception Test and 14 points or higher on Differential Aptitude Test - Numerical Ability.

F. *TESTING REQUIREMENTS IN EFFECT BETWEEN JULY 1, 1986 AND DECEMBER 31, 1997:*

1. *Qualifying on the EEI Clerical Aptitude Test Battery (CLAPT) with a minimum score of 180 points.*

2. *Qualifying on the EEI Meter Reader Aptitude Test Battery (MRAPT) with a minimum score of 130 points.*

G. TESTING POLICY REGARDING TRANSFERS TO CLERICAL CLASSIFICATIONS:

1. A transferee to a Routine Hydro Clerk or Routine Plant Clerk or a clerical classification other than *a combination* Meter Reader *classification*, Data Entry Operator or Reprographics Operator, is qualified if the employee:

   a. Currently holds, or previously demonstrated satisfactory performance in, a classification (other than Meter Reader) requiring the Clerical Test Battery, or

   b. Passed a previously negotiated Clerical Test Battery prior to July 1, 1986, or

   c. Passed the EEI Clerical *Aptitude* Test Battery (*CLAPT*) *between* July 1, 1986 *and December 31, 1997, or*

   d. *Passed the PSI Clerical Test Battery on or after January 1, 1998, and*

   e. Passed any required skills tests (typing) within one year of the vacancy as provided in Review Committee Decision No. 1517. (See Page 84.)

2. A *transferee to* Meter Reader is qualified if she/he:

   a. Previously demonstrated satisfactory performance as a Meter Reader, or

   b. Passed a previously negotiated Clerical Test Battery prior to July 1, 1986, with a passing score of 20 on EAS#2, Numerical Ability, or

   c. Passed the EEI Meter Reader *Aptitude* Test Battery (*MRAPT*) between July 1, 1986 *and December 31, 1997, or*

   d. *Passed the PSI Meter Reader Test Battery on or after January 1, 1998.*

3. A transferee to Reprographics Operator is qualified if she/he:

   a. Previously demonstrated satisfactory performance as a Reprographics Operator, or
   b. *Previously* passed the Reprographics Operator test consisting of the Guilford-Zimmerman and Name Comparison tests. The Name Comparison test is not required if the transferee is currently in or previously demonstrated satisfactory performance in a clerical classification other than Data Entry Operator.

   c. *The Guilford-Zimmerman test is no longer given. A replacement test will require agreement between the Company and Union for positions filled after January 1, 2002.*

4. A transferee to Data Entry Operator is qualified if she/he:

   a. Previously demonstrated satisfactory performance as a Data Entry Operator.

   b. *Previously* passed the Keypunch Skills test.

   c. *The Keypunch Skills test is no longer given. A replacement test will require agreement between the Company and Union for positions filled after January 1, 2002.*

5. A transferee to Materials *Handler* is qualified if she/he:

   a. Previously demonstrated satisfactory performance as a Materials *Handler*, or

   b. Currently holds, or previously demonstrated satisfactory performance in, a clerical job classification other than Data Entry Operator or Reprographics Operator and passed the typing and Forklift Operator tests, or

   c. Passed the Name Comparison, EAS#2 - Numerical Ability, Forklift Operator tests, and scored 25 w.p.m. or higher on the typing test, or
   d. Qualified on the EEI Clerical Aptitude Test Battery (CLAPT) between July 1, 1986 and December 31, 1997, passed the Forklift Operator tests, and scored 25 w.p.m. or higher on the typing test, or

   e. Qualified on the PSI Clerical Test Battery on or after January 1, 1998, passed the Forklift Operator tests, and scored 25 w.p.m. or higher on the typing test.

SERVICE REPRESENTATIVES' TRAINING PROGRAM

Each employee who will be required to take and pass the test will first be given the opportunity to complete the training program. After completing the training program, the employee will be tested as to that information upon which he has received instruction. A passing score on the test is 72.6%. In the event an employee fails the initial test, additional instruction will be given and an opportunity to take the failed section(s) of the test a second time will be provided at the employee's request within 90 days of the date he first failed the test.

Employees who fail to attain a passing score on the retest, or who do not request a retest within the 90-day period, shall be removed from the Service Representative classification.

Six months, or thereafter, following demotion, the employee will have the opportunity to take the failed section(s) of the test a third time, provided the employee is able to show satisfactory evidence that the employee has prepared himself or herself to pass the test.

SENIOR SERVICE REPRESENTATIVES' TRAINING PROGRAM

Letter Agreement R2-97-142-PGE

1. Eligibility

Employees in the Customer Services Department who are next lower in the line of progression to Senior Service Representative I and have bids on file are eligible for *the* Senior Service Representative Training *Program.* Upon successful completion of the training and testing program, an employee will have met the Senior Service Representative I and II promotional eligibility requirements. (Employees are still subject to the provisions of Sections 18.11 and 18.13 of the Clerical Agreement.)

2. Bidding

An employee who has valid bids on file and is the senior bidder to a Senior Service Representative I or II vacancy and is otherwise qualified, will not be bypassed if such employee has not had the opportunity to participate in or complete the training program. The job will be awarded pending successful completion of the training program. If an employee voluntarily withdraws from the training program, the job will be reawarded. However, if an employee is removed from the training program for reasons beyond his *or her* control, *s*/he will retain the job award pending rescheduling and successful completion of the training program. This does not include a retest.

3. Withdrawals

Employees who have voluntarily withdrawn from the training program will be eligible to be rescheduled for training after 90 days.

4. Training

The *revised training* program *is 84 hours long and consists of the following 11 modules*:

Introduction (8 hours)
Communication Skills and Tools (4 hours)
New Business (4 hours)
CPUC Complaints (4 hours)
Rates (28 hours)
Credit & Collections (4 hours)
Division Account Services (12 hours)
Metering (4 hours)

Energy Efficiency and Resources (2 hours) *Outage Communications (6 hours)*
Advanced Field Services (8 hours)

A detailed description of each module is attached. The training program will be administered on consecutive work days and may be provided at a location other than an employee's regular headquarters. The general provisions established for employees attending Company training classes will apply (Title 15 of Clerical Agreement).

The pre-course study guide exercise has been omitted from the program in exchange for the open resource final exam.

5. Testing

The Senior Service Representative Promotional Eligibility Test will be administered at the end of the last day of the *training program. A revised test is dated July 1, 1997 and includes 70 questions. Employees would be given 3 hours to take the test. The passing score is 75%. The final exam is now open resource (students have their computers, classroom manuals and their reference guides from training available to them for reference during the exam).*

If the employee fails the test, s/he will have 90 days to request a retest using a different but equivalent test.

If the employee fails the test on the second attempt, s/he must demonstrate that they have made an attempt to improve their test performance through self-study, classes, etc., prior to being granted a retest.

Disputes concerning the fairness of administration, correction of the test, or eligibility of retest shall be resolved in accordance with Title 9 of the Clerical Agreement.

Note: Company will provide leadership training to employees newly placed in a regular Senior *Service Representative position.*

CONFIDENTIAL EMPLOYEES' LINES OF PROGRESSION

Confidential employees in the Regional Manager's office and Human Resources Department in Golden Gate Region are considered as being in the Customer Service Line of Progression as set forth in Exhibit A of the Clerical Agreement, and that confidential employees in the Gas and Electrical Departments of Golden Gate Region are considered as being in the Operating Line of Progression for their respective departments, as set forth in Exhibit A of the Clerical Agreement, for the purposes of applying provisions of Section 18.8 of the Clerical Agreement dated July 1, 1953, as amended.

In other Regions these employees are considered in the Line of Progression in the Region, Division or Department in which they are located; employees who are in the Human Resources Department or who are secretaries to Region Vice Presidents, Region Department or Division Managers are considered as being in the Customer Service Line of Progression, and employees who are secretaries to Region Operating Managers are considered as being in the Operating Line of Progression.

EXHIBIT A SUPERSEDES THE FOLLOWING LABOR AGREEMENT INTERPRETATION AND LETTERS OF AGREEMENT

Labor Agreement Interpretation applicable to Title 18 which defines the phrase "at the top rate of pay of the next lower classification," effective January 26, 1968.

Letter Agreements relative to the Clerical Test Battery - Customer Service Clerk, Training Program and appointments to vacancies in this classification, one dated February 15, 1967, signed February 28, 1967 by the Union, and another dated May 2, 1968, signed May 7, 1968 by the Union.

Letter Agreement dated May 19, 1975, with respect to Confidential Employees' Lines of Progression, and signed by the Union on May 29, 1975.

Letter Agreement dated May 4, 1977, and signed by the Union on May 10, 1977, with respect to transfer rights between and among employees in the Comptroller's Organization and Design Drafting.

Letter Agreement dated April 4, 1979, and signed by the Union on June 25, 1979, relating to a Limited Modification of Clerical Pre-employment Test Battery.

90 - 8 - PGE
Amends Review Committee File No. 1517-81-1 (See Page 84)

Pacific Gas and Electric Company
215 Market Street
San Francisco, CA 94106
415/972-7000

January 16, 1990

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

Attention: Mr. Jack McNally, Business Manager
Gentlemen:

Company proposes to change test requirements and/or administrative procedures for certain classifications, as follows:

TYPIST, STENO and MATERIALSMAN classifications

1. Applicants for the above classifications shall be allowed the option of taking the typing test on a personal computer or electric typewriter.

2. The attached PG&E Typing Test Manual, dated July 1979, will be acknowledged as the tool for administering typing skill tests.

In addition, Company proposes to amend the provisions of Review Committee 1517, so that it only applies to applicants to Steno classifications, and to only those applicants to the Steno classification who have not met the Steno requirement or held a Steno classification during the previous 12 month period.

AUXILIARY OPERATOR/ASSISTANT POWER PLANT OPERATOR

Replace the current test battery with the Plant Operator Selection System (passing score 8) in addition to the ACT requirement.

GAS SUPPLY COORDINATOR

Reduce the current test battery to the EEI CPT and TYI (25 wpm).

MAINTENANCE ASSISTANT

Replace the current test battery with the EEI CPT and TYI (25wpm).

MATERIALSMAN

Replace the current test battery with the EEI CPT in addition to the FLO and TYI requirement.
Amend Title 600, Exhibit VI-A, Procedures for Materials Training Program and Test Requirements, Section IV. Delete current language and add:

1. The test will be administered by the employee's Human Resources Department in accordance with the procedures established in the PGandE Typing Test Manual dated July 1979.

METER READER

Amend Exhibit A, Clerical and Meter Reader Test Batteries, Part F.2.(b): Passed a previously negotiated Clerical Test Battery prior to July 1, 1986, with a passing score of 20 on EAS #2, Numerical Ability, or

ROUTINE HYDRO CLERK

Amend Title 600.12, Exhibit VI-L, Job Definitions and Lines of Progression for Routine Hydro Clerk, as follows: [Bracketed portions indicate deletions.]

0265 Routine Hydro Clerk

An employee who performs routine clerical work requiring a basic knowledge of established Hydro Department office procedures and elementary accounting principles; may operate PBX board. Must [have a high school education or its equivalent and] be able to type with reasonable speed and accuracy (35 words per minute); may be required to learn shorthand prior to promotion to First Hydro Clerk. When qualified, may be required to drive light Company vehicles.

ROUTINE PLANT CLERK

Amend Title 600.3, Exhibit VI-B, Job Definitions and Lines of Progression for Routine Plant Clerk, as follows:

0294 Routine Plant Clerk

An employee who performs routine clerical work requiring a basic knowledge of established Company steam plant office procedures and elementary accounting principles; may operate PBX Board or take readings during plant tests; in training for advancement to First Plant Clerk. Must [have a high school education or its equivalent and] be able to type with reasonable speed and accuracy (35 words per minute); may be required to learn shorthand prior to promotion to First Plant Clerk.

WORD PROCESSING OPERATOR

Replace 50 wpm typing requirement with 55 wpm to be consistent with other typist classifications.

Company also proposes to confirm aptitude and skills testing requirements for various beginning and prebiddable (promotional) classifications. The attached document describes Description of Tests, Testing and Retesting Provisions, and the specific requirements for new hires and employees by classification. This document should be used in conjunction with requirements listed in Exhibit A of the Clerical Agreement and Title 600 of the Physical Agreement.

Further, Company proposes to relax the retesting provisions for employees subject to demotion and/or displacement during the period of notice. Such employees shall be given an opportunity to qualify for a classification during the period of notice notwithstanding the period of time lapsed since the last attempt, providing such employees have not exhausted the number of attempts allowed. Where there is no limit to the number of attempts allowed (e.g., typing test), an employee may take the test as often as he/she is notified of displacement and/or demotion under the provisions of the respective agreement.

Company further proposes that the Parties mutually agree to the requirements listed on the Job Bidding Qualifications table in a separate agreement.

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

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Richard B. Bradford
Manager of Industrial Relations

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

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

Jan 22, 1990

By /s/ Jack McNally
Business Manager

DMSIV;sc

REVIEW COMMITTEE DECISION

Review Committee File No. 1517-81-1
Sacramento Division Grievance No. 6-110-80-9
Amended by LA 90-8 (See Page 81)

Subject of the Grievance

The grievant, an intermittent Clerk D in Customer Services Department, was required by Company to requalify her typing skills before being awarded a transfer to a full-time Utility Clerk-Typist position. Due to her failure to pass the typing retest, the grievant was bypassed for the job in question.

Facts of the Case

The grievant was employed on March 10, 1975, as an unscheduled, temporary, part-time Clerk D in the Customer Services Department. Subsequent to this, she submitted transfer applications to various full-time clerical jobs. In order to qualify herself for consideration to the position of Clerk D-Typist (now Utility Clerk-Typist), on February 2, 1978, she took and passed the required typing test.

In May 1980 the grievant was the senior transfer applicant for a position of Utility Clerk-Typist in Solano District, Sacramento Division. Prior to being awarded this job, the grievant was notified by Company that she would have to requalify her typing skill level. The grievant requested and received a one week's delay in taking the test as she felt a need to brush up her typing skill which had not been utilized in her work as Cashier in the Customer Services Department.

When the grievant retook the typing test on May 14, 1980, she failed to achieve a passing grade and was bypassed for the vacant position. The Union filed a grievance contending that Company had no right to require a retest of the grievant's typing skills and that once the grievant had qualified for the job in question, she remained qualified.

Discussion

The Review Committee, in discussing this case, took notice of the fact that before the Clerical Agreement was changed in 1977, through General Negotiations, Subsection 18.5(b)(2)* provided that "Company may nevertheless reject the transfer request of any such employee who does not possess the ability to perform the duties of such classification and who has not demonstrated the qualifications required to progress in the Line of Progression of the classification which is vacant." In thinking that this now-absent language might have a bearing on this case, the Committee reviewed the intent of the Negotiating Committees in removing this language from the Agreement. It was determined that the basic intent at that time was to remove the requirement of successfully completing the A.C.T. math test in order to transfer to certain jobs. The language was not removed to indicate that there was no longer a need to require a demonstration of certain appropriate work skills before awarding a vacancy in accordance with the transfer procedure.

In the case at hand, over the two-year period since the grievant had taken the typing test, her typing skill had deteriorated and also the test had been changed. Both of these factors seemed to have an effect on the grievant's ability to pass the typing test. It was also apparent that the one week's delay requested by the grievant to brush up her typing skill was not adequate.

The Company's members of the Review Committee opined that for two specific clerical skills, typing and shorthand, there was a valid need to test transfer applicants prior to awarding a job which primarily utilized these skills. The Union's members of the Committee agreed with the Company's opinion noting that an employee, placed in a beginning level job, who did not possess the necessary skills of that classification could be subjected, at some point, to demotion or dismissal. However, the Union's members opined that for at least one year's time following testing, it could be reasonably assumed that an employee would retain his/her tested skills at the same level.

Also discussed, in passing, was a recent Materials Department negotiated settlement relating to the right to utilize Company typewriters, either manual or electric, but not during work hours to sharpen typing skills prior to taking the typing test required for certain of the Material Department's jobs.

Decision

Taking all of the above into consideration, the Review Committee determined that the job bypass of the grievant was not in violation of the Agreement. However, in the future, any employee who, except those employees then classified as typist or stenographer, is the senior transfer applicant for a clerical job classification of typist or stenographer may be required by Company to pass a retest of such skills if more than one year's time has elapsed since the employee was last tested and met the minimum requirements for those skills.

Also, at the employee's request, the retest and the award of the job for which the employee is being considered shall be pended for not more than 30 calendar days in order to allow the employee time to sharpen or improve the skills referred to above. Company shall notify the employee of this option at the time he/she is being considered for the job. During this 30-calendar-day period, the Company will make a typewriter available for typing practice on Company property but not necessarily during the employee's work hours provided that there is a typewriter at that headquarters which is not in use. If at the end of the 30-day period, or sooner if the employee desires, the employee takes and fails the retest, such employee shall be bypassed for the job in question.

The Review Committee, in going beyond this instant case, determines that an employee other than a typist or stenographer who is the senior bidder for a clerical job classification of typist or stenographer will be subject to the same rules and rights as specified in this "Decision." That is, the employee must have qualified on the appropriate typing or stenographic test within a one-year period of the date of consideration for a vacancy or must requalify under the same conditions stipulated above.

This case is closed without adjustment.

FOR COMPANY:
L. C. Beanland
F. C. Buchholz
J. B. Stoutamore
D. J. Bergman

By /s/ David J. Bergman
Date 6-3-81

FOR UNION:
G. W. Abrahamson
W. H. Burr
P. Pelucca
R. W. Stalcup

By /s/ Roger Stalcup
Date 6-3-81

*Effective 1/1/84, 15.5(b)(2) was changed to 18.5(c)(2).

REVIEW COMMITTEE DECISION

Review COMMITTEE File Nos. 1005, 1009, 1028, 1030, 1325 and 1331
Humboldt Division Grievance Nos. D.Gr/C 19-70-2, D.Gr/C 19-70-6, and D.Gr/C 19-70-12
North Bay Division Grievance Nos. D.Gr/C 4-70-7 and D.Gr/C 4-70-9
Sacramento Division Grievance No. D.Gr./C-6-73-4
East Bay Division Grievance No. D.Gr/C 1-73-4

Subject of the Grievances

Each of the grievances arose from similar facts. The grievants are employees who are not headquartered at the location where the temporary upgrade occurred. At the headquarters where the temporary vacancy occurred, Clerk C's or D's were upgraded to fill Clerk A or B positions. There were no immediate next-lower classifications in any of the offices concerned in these grievances.

The contention, then, of each of the grievants is that he or she should have been temporarily assigned to the location where the vacancy occurred inasmuch as each would have been the successful bidder if the vacancy had been permanent rather than temporary.

Discussion

The Clerical Labor Agreement specifically deals with the question of filling temporary vacancies in Subsection 18.3(a): "Whenever a vacancy occurs in any job classification, Company may temporarily fill it by assignment. In making temporary assignments to fill job vacancies other than vacancies in beginner's classifications, Company shall first consider regular full-time employees at the headquarters in which the job vacancy exists in the order of their preferential consideration under Section 18.8." (Emphasis added.) Further, in Exhibit A - Lines of Progression - Division Clerical Departments, the following example of a temporary assignment is given: "Temporary upgrades shall take place within the department and headquarters in which the temporary vacancy exists provided there is a next-lower classification to the vacant classification in such department and headquarters. (Emphasis added.) Temporary upgrades into classifications where there is no next-lower classification to the vacancy within the department and headquarters shall be made in accordance with the lines of progression."

As the facts point out, in these particular offices there was no immediate next-lower classification to the vacant A or B positions. The question, then, involves the second sentence of the example, and the question specifically is whether this opens the appointment to persons outside of the headquarters. The language of the example is certainly not crystal clear. It could be read to mean that, if there is no person in an immediate lower classification to the one that is temporarily vacated, it must be filled from outside of the headquarters. To read the Exhibit this way, however, would, with regard to such assignments, conflict with the literal meaning of Subsection 18.3(a). That section, which is paramount to the example in any event, speaks in terms of the entire line of progression to the temporary vacancy.

In an effort to resolve the conflict, the Review Committee has taken into account several factors: (1) The promotional system is based on prebids from next-lower classifications within a Division assuming that the bidders are qualified. (2) The most common method for employees to attain the requisite skills and knowledge for promotion is temporary upgrades to higher classifications. (3) The extent of the Company's obligation to train employees for promotion. (4) In the filling of temporary vacancies, the Company is only obligated to give consideration to those senior employees who have prebids on file provided the assignment does not disrupt Company's operations to a point where it becomes impracticable to do so or the expense outweighs the Company's commitments to provide promotional training.

Decision

For the foregoing reasons where there is no next-lower classification in the line of progression, it is the decision of the Review Committee that: (1) Temporary upgrades for one basic workweek or less shall be made within the headquarters following the line of progression to successively lower classifications provided that such a person is qualified to handle the work of the higher classification to which the temporary appointment is being made and; (2) such temporary upgrades for more than one basic workweek shall be offered to the senior qualified prebidder within a district provided that such person resides within a commutable distance ("commutable distance" as used in this decision shall mean a temporary headquarters located not more than 45 minutes or 30 miles from his residence). In the application of item (2), the upgraded employee shall report to the temporary headquarters in accordance with the provisions of Section 10.8 of the Clerical Agreement. When the temporary assignment lasts for more than 60 consecutive calendar days, the upgraded employee will then be considered reporting to his "regularly established headquarters."

These grievances are closed without adjustment.

FOR UNION:
W.H. Burr
E.R. Sheldon
L.N. Foss

By /s/L.N. Foss

Date March 4, 1974

FOR COMPANY:
J.A. Fairchild
H.J. Stefanetti
L.V. Brown

By /s/L.V. Brown

Date March 4, 1974

October 6, 1982

Local Union No. 1245

International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, California 94596

Attention: Mr. Jack K. McNally, Business Manager

Gentlemen:

At the request of Local 1245, IBEW, the issue of an appropriate Clerical Job Evaluation System for certain classifications covered in the Clerical Agreement has been referred to arbitration in accordance with the settlement of the 1979/1980 negotiations and has been assigned Case No. 108.

Company and Union have agreed that it is in the best interests of the employees involved, and the Company and Union, that a further effort be made to reach a mutual agreement on this matter through the bargaining process. It is, therefore, agreed that the arbitration procedure will be stayed under the following conditions:

1. Consultant

The Company and Union will jointly select and pay the consultation fees of a consultant, who will guide and make recommendations to the Committees representing both parties and attempt to establish a mutually acceptable Clerical Job Evaluation System for PGandE employees in classifications listed in Item 3 below.

2. Validation

Before implementation of any proposed Job Evaluation System, such system will be "validated" by being tested against a substantial number of benchmark jobs to the satisfaction of both parties.

3. Guidelines

The Committees and the consultant shall be guided by the following principles:

- The Job Evaluation System will apply to the following clerical classifications:

a. Senior II level clerical jobs.

b. *Senior I level clerical jobs.*

c. *Service Representatives, Operating Clerks, and Accounting Clerks.*

d. *Utility Clerks (including Clerk D).*

e. *Any other classifications in the clerical bargaining unit listed in Exhibit F which have wage progressions which are identical to those listed in a. through d. above.*

f. *Any other office or clerical classification to which the Company and Union mutually agree.*

- *The system be easy to use and understand.*
- *Information regarding the system be available to all parties, including individual employees.*
- *All parties be encouraged to participate including employees whose jobs are subject to evaluation.*
- *Job evaluations are to be based on the job and not on the employee who holds the job.*
- *The system meet equal employment requirements.*
- *There be an appeals process.*

4. *Employee Placement*

If in the application of the agreed-to Job Evaluation System it is determined that a particular position is to be reclassified downward, the incumbent employee will be red-circled at his/her current rate of pay and be subject to the conditions outlined in Paragraphs A or B below. However, if in the Department and office (Section in V.P. & Comptroller) where the inappropriately classified position has been identified, there are other equivalent positions, the red-circled employee may exchange duties with the least senior employee holding that classification. The junior employee would then assume the red-circled status and be subject to the conditions of Paragraphs A and B below.

After implementation of an agreed-to Job Evaluation System, employees who, as a result of job reevaluation, are assigned a lower classification, will be red-circled at their current rate of pay under the following conditions:

A. *Customer Services and Operating Lines of Progression*

Once an employee has been red-circled at a rate of pay, he or she will be held at that rate until reassigned to another classification equivalent to or higher than the current rate of pay within the same headquarters or he or she vacates the specific job for any other reason. If, during the time an employee is red-circled and there are prebiddable vacancies within a commutable distance of the present headquarters (30 miles or 45

minutes travel time under ordinary conditions), and the red-circled employee elects not to bid or turns down a job award more than once, such employee will be held at the present rate of pay (excluding general wage increases) until such time as the rate established for their newly assigned classification equals or exceeds the red-circled rate. If two or more red-circled employees turn down the same job award, only the junior employee will be charged with a turndown. A red-circled employee who prebids but is not the successful bidder to an equivalent classification within the area of commutable headquarters will continue to maintain the current rate plus future general wage increases.

B. Accounting Line of Progression

The conditions set forth in A above will apply to red-circled employees in the Comptroller's Department with the understanding that, if a red-circled employee bids to another section to maintain his or her current rate of pay, such employee will have at least six months to become fully qualified. In the event the red-circled employee desires to bid back to his or her former section, the employee will not be subject to the six-month bar established for this Line of Progression by the letter agreement dated April 21, 1982 (82-4-PGE).

5. Arbitration

At any time that either party believes that continuing negotiations will be fruitless, it may, upon written notice to the other party, again start the arbitration proceedings at the point where they stood at the time of the execution of this agreement. However, should the issue be referred back to arbitration, the arbitration date shall be set no earlier than 60 days following an exchange of all relevant information on both proposed systems.

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

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By IWBonbright
Manager of Industrial Relations

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

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

December 1, 1982

By Jack McNally
Business Manager

May 1, 1987

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

In accordance with the provisions of Attachment A of the 1979 Negotiations Settlement, the parties have mutually established a Clerical Position Evaluation System to replace the Clerical Cross-Hatch Index. The time limits set forth in Attachment A were mutually extended by Letter Agreement 82-111-PGE.

Enclosed with this letter are:

1. The cut-off point determination agreement. The employee population mix referenced in the second paragraph is 5.5% "A" level classifications, 10.4% "B" level classifications, 41.6% "C" level classifications and 42.5% "D" level classifications in the initial system study population.

2. The Administrative Guide for the Clerical Position Evaluation System.

The commitment established during the 1979 General Negotiations was to reevaluate all of the former Review When Vacant (RWV) jobs prior to any others. At the time this agreement was reached, neither Company nor Union was in a position to predict what the essential elements of the new job evaluation system would be. At the conclusion of negotiations in which the parties established the elements of the system, an initial implementation agreement was negotiated. A copy of that agreement is included in the Administrative Manual as an Appendix. As is provided in the implementation agreement, all covered employees will be required to complete a Position Evaluation Questionnaire during the System Study-Data Gathering phase. No jobs will be impacted by the new job evaluation system until the System Study is completed. Because the System Study will include all positions that are filled, all employees who are in those positions that were formerly designated "Review When Vacant" will be evaluated at the same time as all other positions. It has, therefore, been agreed that it is unnecessary to treat the formerly "RWV" positions any differently than other positions.

It is anticipated that following the System Study, it may not be possible to process all of the appeals within the time limits established in Chapter VI of the Administrative Manual. Therefore, by mutual agreement, the parties may extend the time periods specified for the processing of appeals. However, the parties may not agree to extend the time period specified for filing an appeal.

Further, since the Gas Chart Calculator positions do not meet the requirements established for positions that will be evaluated by the system, the parties agreed that Gas Chart Calculator positions be excluded from evaluation using the Clerical Position Evaluation system.

It is proposed that this Clerical Position Evaluation system be effective upon the execution date of this agreement and continue in effect until amended by mutual agreement, or until either party has given to the other 30 days' written notice of its termination.

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

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By IWBonbright
Manager of Industrial Relations

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

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

May 15, 1987

By Jack McNally
Business Manager

89-80-PGE

May 30, 1989

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This confirms the understanding reached by the Clerical Position Evaluation Committee on March 29, 1989. In reaching this agreement, the Company and Union reaffirmed their commitment to the productive implementation and continued support of this system.

1) The position evaluation system is available immediately for use on vacancies, new positions, and position and/or duty changes resulting from future office consolidations.

2) The position evaluation system will be fully implemented and thereafter available for use, in accordance with Letter Agreements R1-82-111 and 87-78, as follows:

Regions and General Office Operating - December 1, 1989 (Customer Services & Operating Lines of Progressions)

Controller's and Customer Accounting - May 1, 1990 (Accounting Line of Progression)

3) Company will review all PEQs prior to implementation. To help minimize disruption, Company will, prior to implementation dates listed in item 2) above, identify opportunities to reorganize work so that employees' duties match current classifications. Company will give equal attention to restructuring duties where positions have been downgraded as to where positions have been upgraded. Actual decisions to reorganize will be made by management.

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

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By s/Richard B. Bradford
Manager of Industrial Relations

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

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

June 22, 1989

By s/Jack McNally
Business Manager

:nj

SAMPLE

July 11, 1989

VARIOUS

REGION HUMAN RESOURCES DEPARTMENT

Clerical Position Evaluation System

CLERICAL BARGAINING UNIT EMPLOYEES:

(Operating and Customer Service lines of progression)

The Company and Union recently agreed to the implementation process for the Clerical Position Evaluation System. The system will be implemented on December 1, 1989 in the Operating and Customer Services lines of progression, and on May 1, 1990 for the Accounting line of progression. Additional time was allowed for the Accounting progression to accommodate change occurring in these positions. Employees prepared the initial descriptions of their jobs on the Position Evaluation Questionnaire form (PEQ) in 1987. If a PEQ was prepared for your position, it is attached for you to update as necessary to ensure that the most current information is used in the final evaluation. A new PEQ must be prepared if one does not already exist for your position. Please follow the steps below and work with your supervisor to update or prepare new PEQ's:

1. *Review the PEQ for accuracy.*
2. *Revise the PEQ as needed or write a new PEQ if significant change has occurred.*
3. *Write a PEQ if one does not exist.*
4. *Return the new or revised PEQ to your supervisor by _____.*

PEQ forms, instructions and benchmark duty statements are available from your supervisor or local Human Resources Department.

After review, the new and revised PEQ's will be evaluated for proper classification. The implementation agreement provides for reorganization of duties to minimize disruption and maintain job classifications to the extent possible. You will be notified of the evaluation results prior to the effective date for your line of progression.

Please do not hesitate to discuss any questions with your supervisor or Human Resources Representative. Your IBEW Business Representative and Shop Steward are also available.

We appreciate your efforts and cooperation during this transition phase. We are looking forward to a successful introduction of this long-awaited system.

REGION HR MANAGER

(initials)

cc: HR Manager
(other line management as appropriate)

Attachment (if available)

March 6, 1990

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Pursuant to recent discussions between Roger Stalcup of your staff and Sara Johnson of my staff, Company proposes the following as a clarification of Letter Agreement R1-82-111-PGE dated October 6, 1982.

The language concerning red-circled treatment for employees in the Customer Services, Operating and Accounting Lines-of-progression shall be applied as follows:

> Upon having their position red-circled, an employee will receive progressive wage increases and general wage increases until they are reassigned to a non-red-circled position, bid/transfer to another position, or turn down or decline to bid to a position, more than once, that is no more than 30 miles or 45 minutes from their residence. Following the occurrence of any of the above listed situations, such employee will no longer receive progressive wage increases or general wage increases until they either move to a non-red-circled position or the wage rate established for their newly assigned classification equals or exceeds their red-circled rate.

Further, for purposes of this agreement, prebids that must be exercised to avoid being held at the present wage rate are only Subsection 18.8(a) or (b) bids.
In addition, to avoid placing a hardship on employees who may be impacted by the provisions of Letter Agreement R1-82-111, the following modification to said agreement is proposed. The words "present headquarters" contained in Section 4. A. shall be replaced with the word "residence." As revised, then, Section 4. A. of Letter Agreement R1-82-111, would state, in part ... and there are prebiddable vacancies within a commutable distance between the employee's residence and the prospective headquarters (30 miles or 45 minutes travel time under ordinary conditions), and the employee elects not to bid ...

For the purposes of this agreement, the residence shall be the place of abode for the employee on the date the red-circle designation is assigned to the position. While a red-circled employee may change the location of his or her residence, the commutable distance to a prospective headquarters shall continue to be based upon the residence of record on the date the red-circle designation was assigned to the position.

Further, it is understood that the residence requirement contained in the modified section 4. A. (or Letter Agreement R1-82-111) does not apply to employees located in the General Office complex, as the intent of said language is for employees who are traveling to a new headquarters.

With respect to this specific agreement and Letter Agreement R1-82-111, employees working in the General Office complex are considered to be at one headquarters.

Regarding the Clerical Position Evaluation System Appeals Procedure, as detailed in Chapter VI of the Administrative Guide, Section C - Local Investigating Committee/Step Three, it is understood that the Shop Steward will be designated by Local 1245 to serve as a second Union member to the LIC, on a Region-wide basis.

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

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By Richard B. Bradford
Manager of Industrial Relations

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

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

April 24, 1990

By Jack McNally
Business Manager

:nj

EXHIBIT B
EDUCATIONAL ASSISTANCE

LETTER AGREEMENT NO. 93-121-PGE

December 8, 1993

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Jack McNally

Gentlemen:

Company proposes to amend the Educational Assistance Program (Exhibit I of the Physical Agreement and Exhibit B of the Clerical Agreement) as attached, effective January 1, 1994. The proposed amendments will provide qualified employees with payment in advance from PG&E to approved educational institutions. Under this proposal, qualified employees will receive payment in advance by an Official Tuition Voucher as direct payment to the institution for tuition and covered fees. Additional minor "clean-up" changes to Exhibit I are also contained within the attached proposal.

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

Yours very truly,

PACIFIC GAS & ELECTRIC COMPANY

By: /s/David J. Bergman
Director and Chief Negotiator

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

LOCAL UNION 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS, AFL-CIO

March 7, 1994

By: /s/Jack McNally
Business Manager

The Company shall provide a program of partial reimbursement for tuition and required textbooks, as follows:

Eligibility

A. Any regular full-time employee on the active payroll of the Company, except employees in an apprentice classification covered by the provisions of the Master Apprenticeship Agreement, is eligible to participate in the plan. Employees on Long Term Disability may be eligible for reimbursement as determined on a case-by-case basis. ***Qualified employees may apply for payment in advance to the school.***

B. Courses must be accredited by one of the following:

- ❒ One of the six Regional Associations of Schools and Colleges through a regular program of instruction, a correspondence program, an extension division, or an evening division;
- ❒ The California Department of Education.
- ❒ The Directory of Accredited Private Home Study Schools approved by the Accrediting Commission of the National Home Study Council; or,
- ❒ Schools selected by the Company

Approved courses are those that add to your effectiveness in your job. Courses that contribute to your overall development may also be approved.

C. Proof of successful completion of an approved course with a grade of "C" (or equivalent) or better in each course is required in order to qualify for a tuition refund.

D. Employees eligible for State or Federal Veteran's Assistance will be reimbursed the difference between the Veteran's reimbursement percent and PG&E's.

E. Attendance at these courses shall not interfere with the regular working hours of the employee.

Procedure

- ❒ An employee who desires to receive tuition refund must submit a completed Tuition Refund application to his/her supervisor for approval, prior to enrollment in a course of study. The completed Tuition Refund application must contain details of the course for which payment in advance will be sought and if the employee is qualified for financial assistance through a Federal or State Veteran's Education Assistance, an outline of those program benefits must be attached.
- ❒ Employees should submit this request for approval at least 30 days prior to the enrollment date to allow ample time for processing.
- ❒ Upon review and approval of the Tuition Refund Application, employees will receive payment in advance by an Official Tuition Voucher in the amount of tuition and fees and a Textbook Reimbursement Form within the established employee reimbursement limit as direct payment to the institution for tuition and covered fees.
- ❒ The employee must provide proof of successful completion of an approved course with a grade of "C" (or equivalent) or better, in each course, and copies of receipts indicating moneys paid for textbooks, within 30 calendar days to the Plan Office.
- ❒ If an employee has received payment in advance and does not successfully complete the course within one year from the term ending date or does not provide passing grades or proof of satisfactory completion within 120 calendar days of the end of the course, he/she is responsible for repayment to PG&E of the tuition and fees advanced. This requirement will be waived in the event the employee is unable to complete an approved course due to Company initiated transfer or excessive mandatory overtime.

Payment In Advance

Payment in advance for approved courses of study will be provided at a rate of 75 percent or 90 percent of direct costs. Direct costs apply only to registration fees, tuition, required textbooks, laboratory fees, and other charges made by the institution. Costs of material and equipment purchased separately by the employee are not covered.

A. Refunds under the current Tuition Refund Program will be made only for those approved coursed begun on or after January 1, 1971. Payment in advance under the revised Tuition Refund Program will be provided only for those approved courses begun on or after January 1, 1994.

B. Where the institution includes the costs of textbooks and/or supplies in its charges or fees, a refund of 75 percent of the direct costs will be made (e.g., ICS, La Salle, etc.).

C. In all other cases, a refund of 90 percent of the direct cost charged by the institution will be made (e.g., City or State Colleges, Heald's etc.).

D. Payment in advance will be made only for courses in which regular employee enrolled after completion of six months or more of continuous service. Employees who voluntarily terminate employment with PG&E or are discharged for cause must repay PG&E for any tuition and fees advanced.

E. There is an annual limit of $1,200 per employee per calendar year. Requests for payment in excess of this limit will be considered only if:

1. The course or courses are of a special nature, and

2. Such course or courses are not available elsewhere, and

3. It is unlikely that such course or courses will be repeated in the foreseeable future.

EXHIBIT C
(Deleted 1-1-00)

EXHIBIT D

LETTER AGREEMENT 87-165-PGE
PRODUCTIVITY ENHANCEMENT COMMITTEES

August 17, 1987

Pacific Gas and Electric Company
245 Market Street
San Francisco, CA 94106

Attention: Mr. I. W. Bonbright, Manager of Industrial Relations

Gentlemen:

This letter shall supersede Letter Agreement No. 87-83-PGE.

Since January 1987, Company and Union have had discussions regarding a work efficiency experiment at the District headquarters in Livermore, California. We have also previously discussed preliminary plans for similar trials at other locations. In order to provide a consistent approach to the Livermore experiment and to other work efficiency experiments, the Union proposes that the Manager of Industrial Relations and the IBEW Business Manager may agree to the establishment of individual work efficiency experiments and that the following conditions be applicable:

1. Company and Union may agree locally to the specific conditions of each experiment including the criteria to be used to judge the productivity and the quality of the work, except that changes in the conditions of any Labor Agreement requires an agreement between the Manager of Industrial Relations and the appropriate Union Business Manager(s).

2. Each experiment will have an Advisory Committee to consist of Company members, IBEW members, Engineers and Scientists of California, MEBA, and at least one consultant to be agreed to by the parties. The number and size of the Advisory Committee shall be determined by the Committee.

3. Each experiment will have a local Steering Committee and a consultant to be agreed to by the parties. The size of this committee is to be determined locally. The Steering Committee may also utilize representatives from various departments on a subcommittee basis, as they deem appropriate.

4. Upon completion of the experiment, any modified bargaining unit work assignments agreed to during the experiment will be returned to the original unit.

5. There will be no layoffs for lack of work or demotions for lack of work in the headquarters in which the experiment is located during the period of the experiment.

6. During the experiment, local supervision and the employees involved shall be responsible for getting work done in a timely manner using all available resources.

7. Any party to an individual work efficiency agreement may cancel the agreement upon 30 days' notice to the other party(s).

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

Very truly yours,

LOCAL UNION 1245, IBEW

By /s/ Jack McNally
Business Manager

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

PACIFIC GAS AND ELECTRIC COMPANY

1 September, 1987

By /s/ I. Wayland Bonbright
Manager of Industrial Relations

EXHIBIT F

PACIFIC GAS AND ELECTRIC COMPANY

STANDARD WAGE RATES - FORTY-HOUR WORKWEEK BASIS

Effective June 1, 2003 through December 31, 2005

CLERICAL AND OFFICE CLASSIFICATIONS - WEEKLY

REPRESENTED BY LOCAL UNION NO. 1245 OF

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2641	Senior Service Representative II				
2723	Senior Operating Clerk II				
2642	Senior Accounting Clerk II				
2761	Senior Service Representative - Steno II *(PIO)*				
2645	Senior Operating Clerk-Steno II *(PIO)*				
2763	Senior Accounting Clerk-Steno II *(PIO)*				
2765	Senior Service Representative - Typist II				
2646	Senior Operating Clerk II - Typist II				
2767	Senior Accounting Clerk-Typist II				
		Start	1073.70	1116.65	1161.35
		End 6 Mo	1096.90	1140.80	1186.45
		End 1 Yr	1120.35	1165.20	1211.85
		End 18 Mo	1144.10	1189.90	1237.50
2650	Senior Service Representative I				
2789	Senior Operating Clerk I				
2788	Senior Accounting Clerk I				
2653	Senior Service Representative - Steno I *(PIO)*				
2654	Senior Operating Clerk-Steno I *(PIO)*				
2797	Senior Accounting Clerk-Steno I *(PIO)*				
2811	Senior Service Representative - Typist I				
2655	Senior Operating Clerk-Typist I				
2813	Senior Accounting Clerk-Typist I				
2586	Senior Service Planning Clerk I				
		Start	1038.35	1079.90	1123.10
		End 6 Mo	1056.05	1098.30	1142.25
		End 1 Yr	1073.70	1116.65	1161.35

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2660	Service Representative				
2661	Accounting Clerk				
2662	Operating Clerk				
2663	Service Representative – Steno *(PIO)*				
2664	Operating Clerk-Steno *(PIO)*				
2665	Accounting Clerk-Steno *(PIO)*				
2666	Service Representative-Typist				
2667	Operating Clerk-Typist				
2873	Accounting Clerk-Typist				
2697	Machine Operator				
2587	Service Planning Clerk				
2769	Service Representative and Meter Reader				
2703	*E&P Operating Clerk (PIO)*				
		Start	783.65	815.00	847.60
		End 6 Mo	829.50	862.70	897.25
		End 1 Yr	875.30	862.70	897.25
		End 18 Mo	900.85	910.35	946.80
		End 2 Yr	926.50	963.60	1002.15
		End 30 Mo	952.10	990.20	1029.85
		End 3 Yr	978.10	1017.25	1057.95
		End 42 Mo	1003.20	1043.35	1085.10
		End 4 Yr	1038.35	1079.90	1123.10

2697 Machine Operators designated as trainers receive 5% upgrade pay.

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2675	Utility Clerk - Customer Services, Marketing				
2676	Utility Clerk - Operating				
2677	Utility Clerk - Accounting				
2679	Utility Clerk-Steno - Customer Services, Marketing *(PIO)*				
2680	Utility Clerk-Steno – Operating *(PIO)*				
2681	Utility Clerk-Steno – Accounting *(PIO)*				
2683	Utility Clerk-Typist - Customer Services, Marketing				
2684	Utility Clerk-Typist - Operating				
2685	Utility Clerk-Typist - Accounting				
2689	Utility Machine Operator				
2588	Utility Clerk - Service Planning				
		Start	458.20	476.55	495.65
		End 6 Mo	490.75	510.40	530.85
		End 1 Yr	527.30	548.40	570.35
		End 18 Mo	581.20	604.45	628.65
		End 2 Yr	635.25	660.70	687.15
		End 30 Mo	689.05	716.65	745.35
		End 3 Yr	713.65	742.20	771.90
		End 42 Mo	737.85	767.40	798.10
		End 4 Yr	783.65	815.00	847.60

Hiring rates for the above classifications are based on experience and limited to wage progressions Start through End 30 Mo.

The above rates apply to employees hired 10-1-88 and after.

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2675	Utility Clerk - Customer Services, Marketing				
2676	Utility Clerk - Operating				
2677	Utility Clerk - Accounting				
2679	Utility Clerk-Steno - Customer Services, Marketing				
2680	Utility Clerk-Steno - Operating				
2681	Utility Clerk-Steno - Accounting				
2683	Utility Clerk-Typist - Customer Services, Marketing				
2684	Utility Clerk-Typist - Operating				
2685	Utility Clerk-Typist - Accounting				
2689	Utility Machine Operator				
		Start	602.45	626.55	651.65
		End 6 Mo	645.05	670.85	697.70
		End 1 Yr	689.05	716.65	745.35
		End 18 Mo	713.65	742.20	771.90
		End 2 Yr	737.85	767.40	798.10
		End 30 Mo	783.65	815.00	847.60

Hiring rates for the above classifications are based on experience and limited to wage progressions Start through End 30 Mo.

The above rates apply to employees hired 1-1-83 through 9-30-88.

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2675	Utility Clerk - Customer Services, Marketing				
2676	Utility Clerk - Operating				
2677	Utility Clerk - Accounting				
2679	Utility Clerk-Steno - Customer Services, Marketing				
2680	Utility Clerk-Steno - Operating				
2681	Utility Clerk-Steno - Accounting				
2683	Utility Clerk-Typist - Customer Services, Marketing				
2684	Utility Clerk-Typist - Operating				
2685	Utility Clerk-Typist - Accounting				
2689	Utility Machine Operator				
		Start	640.95	666.60	693.30
		End 6 Mo	665.00	691.60	719.30
		End 1 Yr	689.05	716.65	745.35
		End 18 Mo	713.65	742.20	771.90
		End 2 Yr	737.85	767.40	798.10
		End 30 Mo	783.65	815.00	847.60

Hiring rates for the above classifications are based on experience and limited to wage progressions Start through End 30 Mo.

The above rates apply to employees hired 12-31-82 and before.

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2805	*Machine Operator B (PIO)*				
2880	Clerk D - Customer Services, Marketing				
2881	Clerk D - Operating				
2882	Clerk D - Comptroller				
2885	Clerk-Steno D - Customer Services, Marketing				
2886	Clerk-Steno D - Operating				
2887	Clerk-Steno D - Comptroller				
2890	Clerk-Typist D - Customer Services, Marketing				
2891	Clerk-Typist D - Operating				
2892	Clerk-Typist D - Comptroller				
		Start	665.00	691.60	719.30
		End 6 Mo	689.05	716.65	745.35
		End 1 Yr	713.65	742.20	771.90
		End 18 Mo	737.85	767.40	798.10
		End 2 Yr	783.65	815.00	847.60
		End 30 Mo	829.50	862.70	897.25
		End 3 Yr	875.30	910.35	946.80

The above rates apply to employees hired 1-1-76 through 1-31-80.

2805	Machine Operator B (PIO)				
2880	Clerk D - Customer Services, Marketing				
2881	Clerk D - Operating				
2882	Clerk D - Comptroller				
2885	Clerk-Steno D - Customer Services, Marketing				
2886	Clerk-Steno D - Operating				
2887	Clerk-Steno D - Comptroller				
2890	Clerk-Typist D - Customer Services, Marketing				
2891	Clerk-Typist D - Operating				
2892	Clerk-Typist D - Comptroller				
		End 3 Yr	854.60	888.80	924.35
		End 42 Mo	875.30	910.35	946.80
		End 4 Yr	895.55	931.40	968.70
		End 54 Mo	921.90	958.80	997.15

The above rates apply to employees hired 12-31-75 and before.

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2760	Credit Representative				
2770	Credit Representative and Meter Reader				
		Start	961.05	999.50	1039.50
		End 6 Mo	1030.60	1071.85	1114.75
		End 1 Yr	1060.65	1103.10	1147.25
2772	Meter Reader and Utility Clerk (Hired 10-1-88 and after)				
		Start	659.30	685.70	713.15
		End 6 Mo	740.10	769.70	800.50
		End 1 Yr	820.80	853.65	887.80
		End 18 Mo	901.50	937.60	975.10
		End 2 Yr	929.00	966.20	1004.85
		End 30 Mo	957.05	995.35	1035.20
2772	Meter Reader and Utility Clerk (Hired 1-1-83 through 9-30-88)				
		Start	753.40	783.55	814.90
		End 6 Mo	825.75	858.80	893.15
		End 1 Yr	901.50	937.60	975.10
		End 18 Mo	929.00	966.20	1004.85
		End 2 Yr	957.05	995.35	1035.20
2772	Meter Reader and Utility Clerk (Hired 12-31-82 and before)				
		Start	802.30	834.40	867.80
		End 6 Mo	852.00	886.10	921.55
		End 1 Yr	901.50	937.60	975.10
		End 18 Mo	929.00	966.20	1004.85
		End 2 Yr	957.05	995.35	1035.20
2773	Mail Clerk Driver (General Office, Building Department)				
		Start	927.35	964.45	1003.05
		End 6 Mo	954.30	992.50	1032.20

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2807	Data Entry Operator (Hired 10-1-88 and after)				
		Start	527.30	548.40	570.35
		End 6 Mo	581.20	604.45	628.65
		End 1 Yr	635.25	660.70	687.15
		End 18 Mo	689.05	716.65	745.35
		End 2 Yr	713.65	742.20	771.90
		End 30 Mo	737.85	767.40	798.10
		End 3 Yr	783.65	815.00	847.60
		End 42 Mo	829.50	862.70	897.25
		End 4 Yr	875.30	910.35	946.80
		End 54 Mo	900.85	936.90	974.40
		End 5 Yr	926.50	963.60	1002.15
		End 66 Mo	952.10	990.20	1029.85
		End 6 Yr	978.10	1017.25	1057.95
		End 78 Mo	1003.20	1043.35	1085.10
	Hiring rate for Data Entry Operator based on experience and limited to wage progression Start through End 2 Yr.				
2807	Data Entry Operator (Hired 1-1-83 through 9-30-88)				
		Start	602.45	626.55	651.65
		End 6 Mo	645.05	670.85	697.70
		End 1 Yr	689.05	716.65	745.35
		End 18 Mo	713.65	742.20	771.90
		End 2 Yr	737.85	767.40	798.10
		End 30 Mo	783.65	815.00	847.60
		End 3 Yr	829.50	862.70	897.25
		End 42 Mo	875.30	910.35	946.80
		End 4 Yr	900.85	936.90	974.40
		End 54 Mo	926.50	963.60	1002.15
		End 5 Yr	952.10	990.20	1029.85
		End 66 Mo	978.10	1017.25	1057.95
		End 6 Yr	1003.20	1043.35	1085.10
	Hiring rate for Data Entry Operator based on experience and limited to wage progression Start through End 2 Yr.				

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2807	Data Entry Operator (Hired 12-31-82 and before)				
		Start	640.95	666.60	693.30
		End 6 Mo	665.00	691.60	719.30
		End 1 Yr	689.05	716.65	745.35
		End 18 Mo	713.65	742.20	771.90
		End 2 Yr	737.85	767.40	798.10
		End 30 Mo	783.65	815.00	847.60
		End 3 Yr	829.50	862.70	897.25
		End 42 Mo	875.30	910.35	946.80
		End 4 Yr	900.85	936.90	974.40
		End 54 Mo	926.50	963.60	1002.15
		End 5 Yr	952.10	990.20	1029.85
		End 66 Mo	978.10	1017.25	1057.95
		End 6 Yr	1003.20	1043.35	1085.10
	Hiring rate for Data Entry Operator based on experience and limited to wage progression Start through End 2 Yr.				
2808	Lead Data Entry Operator				
		Start	1003.20	1043.35	1085.10
		End 6 Mo	1026.40	1067.50	1110.20
		End 1 Yr	1049.65	1091.65	1135.35
		End 18 Mo	1073.70	1116.65	1161.35
		End 2 Yr	1096.90	1140.80	1186.45
2879	Senior Computer Operator				
		Start	1120.35	1165.20	1211.85
		End 6 Mo	1144.10	1189.90	1237.50
2779	Computer Operator I-A (Incumbents only)		1154.10	1200.30	1248.35
	Applies to Incumbent Computer Console Operators who were at the $540.75 wage rate on 6-30-82. (See Letter Agreement 82-80-PGE)				
2878	Computer Operator I				
		Start	1003.20	1043.35	1085.10
		End 6 Mo	1026.40	1067.50	1110.20
		End 1 Yr	1049.65	1091.65	1135.35
		End 18 Mo	1073.70	1116.65	1161.35
		End 2 Yr	1096.90	1140.80	1186.45
	End 2 Yr wage progression considered as top rate for bidding purposes.				

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2877	Computer Operator II				
		Start	829.50	862.70	897.25
		End 6 Mo	875.30	910.35	946.80
		End 1 Yr	900.85	936.90	974.40
		End 18 Mo	926.50	963.60	1002.15
		End 2 Yr	952.10	990.20	1029.85
		End 30 Mo	978.10	1017.25	1057.95

Computer Operator II at End 30 Mo wage progression will automatically progress to next higher classification after six months at top rate of classification and successful completion of appropriate training course.

2875	Computer Operator III (Hired 10-1-88 and after)				
		Start	527.30	548.40	570.35
		End 6 Mo	581.20	604.45	628.65
		End 1 Yr	635.25	660.70	687.15
		End 18 Mo	689.05	716.65	745.35
		End 2 Yr	713.65	742.20	771.90
		End 30 Mo	737.85	767.40	798.10
		End 3 Yr	783.65	815.00	847.60

Hiring rate for Computer Operator III based on experience and limited to wage progression Start through End 2 Yr.

Computer Operator III at End 3 Yr wage progression will automatically progress to next higher classification after six months at top rate of classification and successful completion of appropriate training course.

End 30 Mo wage progression considered top rate of pay for Computer Operator III.

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2875	Computer Operator III (Hired 1-1-83 through 9-30-88)				
		Start	602.45	626.55	651.65
		End 6 Mo	645.05	670.85	697.70
		End 1 Yr	689.05	716.65	745.35
		End 18 Mo	713.65	742.20	771.90
		End 2 Yr	737.85	767.40	798.10
		End 30 Mo	783.65	815.00	847.60

Hiring rate for Computer Operator III based on experience and limited to wage progression Start through End 2 Yr.

Computer Operator III at End 30 Mo wage progression will automatically progress to next higher classification after six months at top rate of classification and successful completion of appropriate training course.

End 30 Mo wage progression considered top rate of pay for Computer Operator III.

2875	Computer Operator III (Hired 12-31-82 and before)				
		Start	640.95	666.60	693.30
		End 6 Mo	665.00	691.60	719.30
		End 1 Yr	689.05	716.65	745.35
		End 18 Mo	713.65	742.20	771.90
		End 2 Yr	737.85	767.40	798.10
		End 30 Mo	783.65	815.00	847.60

Hiring rate for Computer Operator III based on experience and limited to Wage Progression Start through End 2 Yr.

Computer Operator III at End 30 Mo wage progression will automatically progress to next higher classification after six months at top rate of classification and successful completion of appropriate training course.

End 30 Mo wage progression considered top rate of pay for Computer Operator III.

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2876	Computer Operator III-A		829.50	862.70	897.25
	Classification & Wage rate for personnel who transfer or bid into classification from wage rate greater than 30-month step				
2731	Word Processing Operator-Customer Services, Marketing (Hired 10-1-88 and after)				
2732	Word Processing Operator-Operating (Hired 10-1-88 and after)				
2733	Word Processing Operator-Accounting (Hired 10-1-88 and after)				
		Start	527.30	548.40	570.35
		End 6 Mo	581.20	604.45	628.65
		End 1 Yr	635.25	660.70	687.15
		End 18 Mo	689.05	716.65	745.35
		End 2 Yr	713.65	742.20	771.90
		End 30 Mo	737.85	767.40	798.10
		End 3 Yr	783.65	815.00	847.60
		End 42 Mo	829.50	862.70	897.25
		End 4 Yr	875.30	910.35	946.80
		End 54 Mo	900.85	936.90	974.40

Hiring rate for Word Processing Operator based on experience and limited to wage progression Start through End 2 Yr.

CLASSIFICATION	PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
2731 Word Processing Operator-Customer Services, Marketing (Hired 1-1-83 through 9-30-88)				
2732 Word Processing Operator-Operating (Hired 1-1-83 through 9-30-88)				
2733 Word Processing Operator-Accounting (Hired 1-1-83 through 9-30-88)				
	Start	602.45	626.55	651.65
	End 6 Mo	645.05	670.85	697.70
	End 1 Yr	689.05	716.65	745.35
	End 18 Mo	713.65	742.20	771.90
	End 2 Yr	737.85	767.40	798.10
	End 30 Mo	783.65	815.00	847.60
	End 3 Yr	829.50	862.70	897.25
	End 42 Mo	875.30	910.35	946.80
	End 4 Yr	900.85	936.90	974.40

Hiring rate for Word Processing Operator based on experience and limited to wage progression Start through End 2 Yr.

2731 Word Processing Operator-Customer Services, Marketing (Hired 12-31-82 and before)				
2732 Word Processing Operator-Operating (Hired 12-31-82 and before)				
2733 Word Processing Operator-Accounting (Hired 12-31-82 and before)				
	Start	640.95	666.60	693.30
	End 6 Mo	665.00	691.60	719.30
	End 1 Yr	689.05	716.65	745.35
	End 18 Mo	713.65	742.20	771.90
	End 2 Yr	737.85	767.40	798.10
	End 30 Mo	783.65	815.00	847.60
	End 3 Yr	829.50	862.70	897.25
	End 42 Mo	875.30	910.35	946.80
	End 4 Yr	900.85	936.90	974.40

Hiring rate for Word Processing Operator based on experience and limited to wage progression Start through End 2 Yr.

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
	REPROGRAPHICS SECTION				
4906	Reprographics Job Coordinator				
		Start	1038.35	1079.90	1123.10
		End 6 Mo	1059.60	1102.00	1146.10
		End 1 Yr	1081.15	1124.40	1169.40
		End 18 Mo	1098.90	1142.90	1188.65
		End 2 Yr	1120.35	1165.20	1211.85
7003	Senior Reprographics Operator				
		Start	993.75	1033.50	1074.85
		End 6 Mo	1012.05	1052.55	1094.70
		End 1 Yr	1041.30	1082.95	1126.30
		End 18 Mo	1066.85	1109.55	1153.95
		End 2 Yr	1096.90	1140.80	1186.45
7004	Reprographics Operator A				
		Start	881.50	916.80	953.50
		End 6 Mo	919.80	956.60	994.90
		End 1 Yr	937.25	974.70	1013.70
		End 18 Mo	955.90	994.15	1033.95
		End 2 Yr	974.15	1013.15	1053.70
		End 30 Mo	993.75	1033.50	1074.85
		End 3 Yr	1012.05	1052.55	1094.65
7005	Reprographics Operator B (Hired 10-1-88 and after)				
		Start	612.90	637.45	662.95
		End 6 Mo	677.60	704.70	732.90
		End 1 Yr	742.25	771.95	802.85
		End 18 Mo	806.75	839.05	872.65
		End 2 Yr	821.60	854.50	888.70
		End 30 Mo	836.35	869.80	904.60
		End 3 Yr	851.30	885.35	920.80
		End 42 Mo	866.45	901.10	937.15
		End 4 Yr	881.50	916.80	953.50

CLASSIFICATION		PROGRESSION	RATES EFFECTIVE 6-1-2003	1-1-2004	1-1-2005
7005	Reprographics Operator B (Hired 1-1-83 through 9-30-88)				
		Start	700.35	728.40	757.55
		End 6 Mo	768.00	798.75	830.70
		End 1 Yr	806.75	839.05	872.65
		End 18 Mo	821.60	854.50	888.70
		End 2 Yr	836.35	869.80	904.60
		End 30 Mo	851.30	885.35	920.80
		End 3 Yr	866.45	901.10	937.15
		End 42 Mo	881.50	916.80	953.50
7005	Reprographics Operator B (Hired 12-31-82 and before)				
		Start	745.65	775.50	806.55
		End 6 Mo	792.10	823.80	856.80
		End 1 Yr	806.75	839.05	872.65
		End 18 Mo	821.60	854.50	888.70
		End 2 Yr	836.35	869.80	904.60
		End 30 Mo	851.30	885.35	920.80
		End 3 Yr	866.45	901.10	937.15
		End 42 Mo	881.50	916.80	953.50

EXHIBIT G

Classifications of employees located at 77 Beale Street, San Francisco, which may come under the provisions of Section 10.6.

Mail Clerk Driver

Clerks - Mail Room

Clerks - Meter Sheet Rewrite and Closed Account

Clerks - Cash Stub Section

Clerks - Tape Librarian

EXHIBIT H

San Francisco Division Grievance
No. D.Gr/C 2-74-17
P-RC 141

Utilization of Intermittent Employees

MR. C. A. MILLER, Chairman
San Francisco Division
Joint Grievance Committee

April 29, 1975

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned to the Division for settlement in accordance with the following:

After a thorough review of the record and subsequent data submitted to the Review Committee, the Pre-Review Committee agrees that the paramount issue in the grievance is one of whether the Division prohibited the grievants from obtaining regular status as provided for in Section 17.7 of the Clerical Labor Agreement. Inasmuch as this has been a long standing problem in several Divisions, the negotiating parties in the 1974 contract negotiations recognized this problem and agreed that in cases where it was determined that the employees were being utilized as intermittent employees and working a regular schedule, the affected employees would be entitled to regular status even though they were laid off for more than an accumulated total of 30 days in any given six-month period of time. Turning to the case at hand, the record is clear that the grievants were utilized on a regular basis and intermittently laid off for the purpose of denying them regular status. Therefore, the Pre-Review Committee agrees that the grievants are entitled to regular status providing they are still on the active payroll.

As to when the grievants became eligible to receive benefits as regular intermittent employees, the Pre-Review Committee agrees that in view of the grievance being held until the December 1974 Joint Grievance Committee meeting and then subsequently referred to the Review Committee, the grievants are entitled to adjustments, if any, effective January 1, 1975.

When a settlement is reached by the Joint Grievance Committee, the Review Committee should be sent a copy of the final disposition.

/s/ L. V. BROWN, Chairman
Review Committee

/s/ L. N. FOSS, Secretary
Review Committee

EXHIBIT I

ADDENDUM TO
TITLE 19. DEMOTION AND LAYOFF PROCEDURE

JOB SECURITY

During the course of 1990 General Negotiations, the parties spent a great deal of time addressing the issue of job security with particular emphasis on the ability of Company to place non-bargaining unit employees into the bargaining unit. Company agreed that Letter Agreement 88-104 would remain in effect which limits Company's ability to place non-bargaining unit personnel into the bargaining unit. Further, in the application of Titles 206 and 306 of the Physical Agreement and Title 19 of the Clerical Agreement, Company agrees that should such placements occur, bargaining unit employees in the department and headquarters will not be impacted by demotion, displacement or layoff for the next three years subsequent to the placement of the non-bargaining unit employee into the bargaining unit, unless such employee leaves that headquarters for any reason. Employees at the headquarters in that department during the three year period will not be impacted by demotion, displacement, or layoff, unless such

demotion, displacement, or layoff is unrelated to the placement of the non-bargaining unit employee into the bargaining unit, in which event the original non-bargaining unit employee will be affected first if the number of employees in that department and headquarters is being reduced.

Example 1. A Supervisor or exempt employee is returned to Service Representative position in Antioch. The Supervisor must be placed in a vacancy as such placement cannot result in a displacement, demotion or layoff.

Example 2. Eight months after the Supervisor's return to the bargaining unit another Service Representative bids out of the Antioch headquarters. The headquarters may elect to not fill the vacancy and reduce through attrition.

Example 3. Thirteen months after the Supervisor's return to the bargaining unit, the Concord Customer Services Department effects a displacement for lack of work and a Service Representative has 19.4 rights into Antioch. Since Antioch is not reducing in the Customer Services Department, the affected Service Representative in Antioch would be the one with the least seniority, which may or may not be the former non-bargaining unit employee (NBU).

Example 4. Fifteen months after the NBU's return to the bargaining unit, Antioch decides to downsize the Customer Services Department by reducing the number of Service Representatives by one. Since a reduction is taking place, the NBU is the first to be demoted, displaced, or laid off.

Example 5. At any time the NBU leaves the Antioch Customer Services Department and headquarters for any reason (bid, transfer, displacement), the headquarters and department has returned to status quo and may be reduced through demotion, displacement or layoff.

EXHIBIT J
LETTER AGREEMENT NO. R1-91-99-PGE

November 1, 1991

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, CA 94546

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This cancels and supersedes our letter dated July 23, 1991 to reflect changes proposed in Union's letter of October 25, 1991. Pursuant to Sections 205.19 and 18.17 of the Physical and Clerical Agreements, Company proposes the following procedures for the application of the hardship transfer provisions of the Physical and Clerical Agreements (i.e., Sections 205.17 and 18.15). The purpose of these Sections was to allow the Company, through agreement with the Union, to fill a job vacancy by appointing an employee who requests the position for reasons of urgent necessity. Urgent necessity includes impairment of the employee's health or that of a member of the employee's family or the lack of educational facilities for the employee's children in the location in which he/she is currently employed.

Following are the procedures to be utilized:

1. An interested employee must write to the Human Resources Department of his/her division (or General Office department), explaining the circumstances and request a transfer pursuant to the provisions of Section 205.17 (physical) or Section 18.15 (clerical), whichever is applicable.

2. The Division or Department Human Resources Department must then undertake a preliminary investigation to determine whether or not a bona fide reason exists to apply the appropriate section. For situations involving impairment of an employee's health or that of a member of the family, medical documentation is required.

3. If the Human Resources Department believes that the matter should be pursued, they then contact the IBEW Business Representative assigned to that area and both will make a thorough investigation to determine whether a hardship exists. If they agree a hardship exists, then they must then prepare a list of <u>all</u> locations in the Company that could alleviate the problem.

4. This list must be forwarded to the Human Resources Manager and Business Representative of each division (and/or General Office department) where such a location is identified. Each of these locations must also agree, in writing, that hardship transfer consideration should be afforded the employee. To avoid conflicting responses to an employee, all of the divisions solicited for hardship consideration should communicate with each other.

5. The first vacancy in any of the listed locations to any classification to which the employee is qualified to fill that does not have a higher wage schedule than the employee's current classification must be offered to the employee. If the employee declines such offer without a substantial reason or the Company does not make such an offer, the entire matter shall be dropped at this point, and the 205.17/18.5 request is invalidated.

6. If the individual accepts the offered position, a written agreement must then be prepared and signed by both the host and receiving Division Human Resources Managers and IBEW Business Representatives. A copy of such agreement should be forwarded to the Manager of Industrial Relations and the IBEW Business Manager, as well as all of the other locations earlier identified.

While the Division Human Resources Manager and IBEW Business Representative must send a hardship request to each suitable location, employees must also submit bids and transfers to each of these locations. The bids and transfers must be to every classification that would qualify in alleviating the hardship. If an employee declines a bona fide bid or transfer job offer, without a substantial reason, or if they refuse to submit bids and transfers to appropriate positions in all of the locations identified, his/her hardship would also be invalidated.

Many hardship requests are location specific. This appears to be an attempt by some employees to relocate using the hardship provisions rather than the normal bid and transfer procedure. Those location specific requests must be viewed very carefully to ensure that the location(s) requested is/are the only location(s) that would alleviate the employee's hardship. Often there are many locations that would accommodate the employee's particular situation. All of those locations must be included for consideration.

Often times employees send hardship requests directly to the Division Human Resources Department(s) in the location(s) where they wish to be considered. Those requests must be returned to the employee's Human Resources Department for consideration and processing.

This agreement may be cancelled by either party upon 30 days written notice to the other of such cancellation.

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

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ R.L. Bailey
Manager of Industrial Relations

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

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

Feb 3, 1992

By /s/ Jack McNally
Business Manager

EXHIBIT K
SEVERANCE

A. Application

Employees laid off pursuant of Section 19.7 of the Clerical Agreement will receive the Severance Package as defined below.

Clerical Employees with less than one year of service will not be eligible for the severance program.

B. Formula

a) Four weeks pay (base classification) plus two weeks' pay for each year of service.

b) A lump sum payment of $5,000 to partially off set COBRA and life insurance conversion coverage. The employee has no obligation to use it for COBRA conversion or continued life insurance coverage.

c) Payment is dependent on the signing of the agreed to Severance Agreement and Release.

d) Employees who are rehired, pursuant to Section 19.16 of the Clerical Agreement, within 12 months of lay-off and are subsequently laid off for lack of work within 12 months of being rehired will receive a prorated severance. The prorated severance amount will be equal to the difference between the severance amount(s) the employee previously received and the severance amount calculated using the employee's current years of service. (Amended 1-1-00)

ATTACHMENT 1

SEVERANCE AGREEMENT AND RELEASE (*Amended 6-1-03*)

This Severance Agreement and Release is made and entered into between Mr./Ms. _____ and the Pacific Gas and Electric Company (PG&E). Mr./Ms. _____ and PG&E (collectively referred to as "the parties"), in their wish to compromise, resolve, settle, and terminate any dispute or claim between them with respect to Mr./Ms. _____ employment with PG&E and severance therefrom, have agreed as follows:

1. Effective close of business, _____ Mr./Ms. _____ shall be laid off from PG&E employment.

2. On _____, or seven calendar days following the execution of this *Severance Agreement and Release*, whichever is later, PG&E shall pay to Mr./Ms. _____ the amount of _____, less applicable deductions. Mr./Ms. _____ *agrees that* he/she is responsible for paying any taxes on the amount paid to him/her pursuant to this Severance Agreement and Release. If Mr./Ms. _____ is rehired within 30 calendar days of layoff, then PG&E's obligation to pay is null and void. The parties agree that the payment provided in this paragraph is in addition to, and does not affect, any payment and benefit to which Mr./Ms. _____ may be otherwise entitled under PG&E's compensation, performance incentive, stock option, and other benefit programs.

3. Mr./Ms. _____ represents that he/she does not have any pending claim, charge or action in or with any federal, state or local court or any administrative agency *relating to his/her employment* against PG&E, its officers, attorneys, agents, employees, subsidiaries, parent company, *assigns*, affiliated companies *and successors. If Mr./Ms. _____ does have pending claims described in the preceding sentence, Mr./Ms. _____ agrees that such claims are covered by the release aspect of this Severance Agreement and Release and that he/she shall take all necessary action to seek dismissal with prejudice of each claim, within two business days after the effective date of this Severance Agreement and Release.*

4. In consideration for the payment which PG&E shall provide Mr./Ms. _____ under this Severance Agreement and Release, Mr./Ms. _____ in behalf of his/herself, his/her heirs, estate, executors, administrators, successors, and assigns, releases and agrees to hold harmless PG&E, its officers, attorneys, agents, employees, subsidiaries, parent company, *assigns*, affiliated companies, and successors, from all actions, causes of action, claims, disputes, judgments, obligations, damages, liabilities of whatsoever kind and character, relating to Mr./Ms. _____ employment with PG&E, including his/her employment severance and any action which led to the severance. Specifically, Mr./Ms. _____ understands and agrees that the actions, causes of action, claims, disputes, judgments, obligations, damages, and liabilities covered by the preceding sentence include, but are not limited to, those arising under any federal, state, or local law, regulation, or order relating to civil rights (including *but not limited* to employment discrimination on the basis of race, color, religion, age, sex, national origin, ancestry, physical *or mental* handicap *or disability*, medical condition, veteran status, marital status, *pregnancy*, and sexual orientation), wage and hour, labor, contract, or tort.

5. Mr./Ms. _____ understands and agrees that the Severance Agreement and Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Such section reads as follows:

   A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known to his/her must have materially affected his/her settlement with the debtor.

6. Mr./Ms. _____ *agrees not to initiate, participate or aid, in any way, in any lawsuit or proceeding upon* any claim released by him/her under this Severance Agreement and Release. *The preceding sentence,* however, shall not prohibit Mr./Ms. _____ from participating in *any judicial or administrative* proceeding *that relates to the subject matter of, or any claim covered by, this Severance Agreement and Release,* if *he/she is compelled* to do so by *a properly-issued subpoena or valid court order.* PG&E *also* acknowledges that Mr./Ms. _____ may be legally required to appear and testify at a deposition, court hearing or trial, or otherwise respond to a subpoena. In the event of any such *subpoena, court order, or* request, Mr./Ms. _____ shall notify PG&E*'s* Human Resources *Department as soon as possible.*

7. Mr./Ms. _____ represents and agrees that prior to signing this Severance Agreement and Release, he/she returned to PG&E all originals and copies of all files, memoranda, records, software, credit cards, identification cards, keys, and any other property of PG&E or its affiliates which he/she had in his/her possession, custody or control. *Mr./Ms. _____ further agrees that his/her violation of this paragraph shall constitute a material breach of this Severance Agreement and Release.*

8. Mr./Ms. _____ agrees not to use, disclose, publicize, or circulate any secret, confidential or proprietary information concerning PG&E, its subsidiaries, parent company, or affiliates, which has come to his/her attention during his/her employment with PG&E, unless his/her doing so is consistent with any rights he/she may have under any applicable whistleblower laws, is authorized in writing by PG&E or is required by law, including subpoena. Before making any legally-required disclosure, Mr./Ms. _____ shall give PG&E as much advance notice as possible. Mr./Ms. _____ further agrees that his/her violation of this paragraph shall constitute a material breach of this Severance Agreement and Release.

9. Mr./Ms. _____ agrees *not to make, issue, endorse, publicize, or circulate to any person or entity statements or remarks that can reasonably be construed as disparaging toward PG&E, including its officers, directors, attorneys, agents, employees, assigns, parent company, subsidiaries, affiliated companies and successors, or any aspect of its operations. Mr./Ms. _____ also agrees* that, if called upon to do so, he/she will cooperate with, and provide reasonable assistance to, PG&E to protect and further its lawful interests in all judicial, administrative, investigative, and legislative proceedings involving PG&E or any aspect of its operations. The parties agree that this paragraph does not affect Mr./Ms. _____'s legitimate exercise of his/her rights under applicable whistleblower laws or his/her obligation to comply with all validly-issued court or administrative orders, including subpoenas. Mr./Ms. _____ further agrees that his/her violation of this paragraph shall constitute a material breach of this Severance Agreement and Release.

10. *Mr./Ms. _____ agrees that, if he/she engages in a material breach of this Severance Agreement and Release, PG&E shall not be required to make any unmade payment due under this Severance Agreement and Release, and he/she shall repay to PG&E the payment he/she received under this Severance Agreement and Release within seven (7) calendar days upon written demand by PG&E. The parties agree that this paragraph shall not apply to the lawful exercise of any right Mr./Ms. _____ may have under the Age Discrimination in Employment Act and that such matters shall be governed by the provisions of said act.*

11. Mr./Ms. _____ understands that if he/she engages, or has engaged, in misconduct that would warrant his/her termination of employment under PG&E's employee conduct standards and the collective bargaining agreement's just cause standard, he/she shall forfeit his/her right to sign this Severance Agreement and Release.

12. Any dispute regarding any aspect of this Severance Agreement and Release, including its validity, interpretation, or any action which would constitute a violation of this Severance Agreement and Release (hereinafter referred to as an "arbitrable dispute") shall be resolved by an experienced arbitrator, selected by the parties in accordance with the rules of the American Arbitration Association. The fees of the arbitrator and the cost associated with producing a transcript of the proceedings shall be paid in equal shares by Mr./Ms. _____ and PG&E. The parties agree that arbitration shall be the exclusive remedy for resolving arbitrable disputes and that the decision of the arbitrator shall be final and binding. The judgment rendered by the arbitrator may be entered in any court having competent jurisdiction. *The prevailing party in any such arbitration shall be entitled to costs and reasonable attorneys' fees. In addition, any party who attempts to pursue an arbitrable dispute in any forum other than arbitration shall be liable for costs and attorneys' fees incurred by the other party in seeking to compel arbitration. The parties agree that this paragraph shall not apply to the lawful exercise of any right Mr./Ms. _____ may have under the Age Discrimination in Employment Act and that such matters shall be governed by the provisions of said Act.*

13. Mr./Ms. _____ agrees that, if he/she initiates an *administrative, judicial, arbitral, or other similar* proceeding, *to bring a claim released by this Severance Agreement and Release or* to challenge the validity of this Severance Agreement and Release, *PG&E shall not be required to make any unmade payment due under this Severance Agreement and Release and* he/she shall repay to PG&E the payment he/she received under this Severance Agreement and Release concurrent with his/her initiation of the proceeding. Mr./Ms. _____'s failure to make the prescribed repayment shall be a basis for rejecting *his/her claim and/or* his/*her* attempt to challenge the validity of this Severance Agreement and Release. Mr./Ms. _____ *also* agrees that, if *the claim he/she brought or* his/her attempt to challenge the validity of this Severance Agreement and Release is rejected, he/she shall pay to PG&E any loss, cost, damage, or expense, including, without limitation, *reasonable* attorney fees PG&E incurred in the proceeding, within seven (7) calendar days from the final decision rejecting his/her *claim or* attempt. Further, notwithstanding the foregoing, if Mr./Ms. _____ obtains against *PG&E* a monetary judgment or settlement for a claim released under this Severance Agreement and Release, the payment he/she received under this *Severance Agreement and Release* shall be deducted from any such *monetary* judgment or settlement. *The parties agree that this paragraph shall not apply to the lawful exercise of any right Mr./Ms. _____ may have under the Age Discrimination in Employment Act and that such matters shall be governed by the provisions of said Act.*

14. This Severance Agreement and Release shall not be considered an admission of liability or a violation of any applicable contract, law, rule, regulation, *guideline,* or order of any kind.

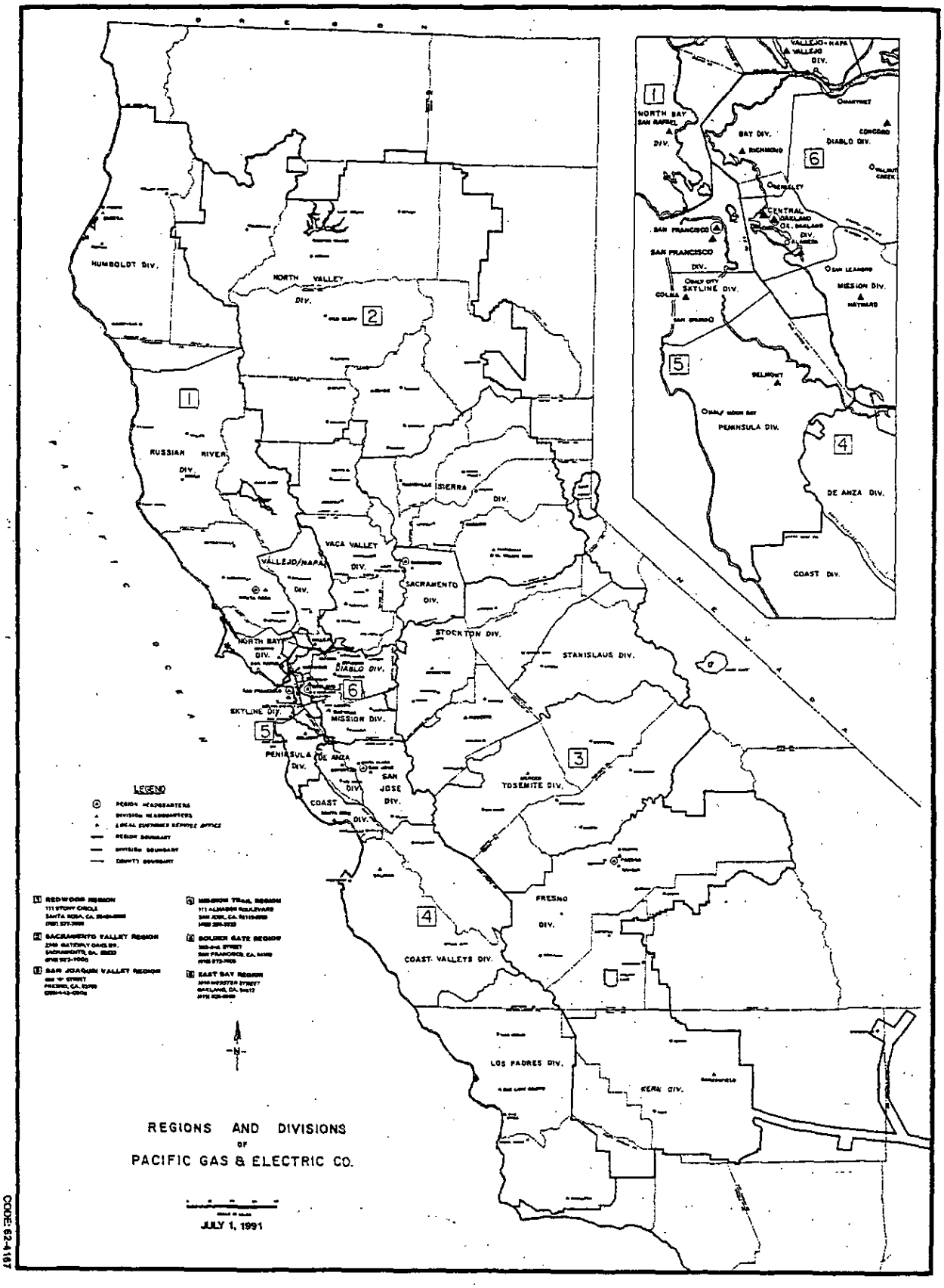
15. Mr./Ms. _____ agrees that all claims he/she may have arising under the Age Discrimination in Employment Act before he/she signs this Severance Agreement and Release are covered by paragraphs 4 and 5 of this Severance Agreement and Release and that his/her waiver of those age discrimination claims is an integral part of the release aspect of this *Severance Agreement and Release.* Therefore, consistent with the Older Workers Benefit Protection Act, Mr./Ms. _____ states that he/she was given this Severance Agreement and Release on _____, and understands that he/she has 45 calendar days from _____ until _____, to consider the Severance Agreement and Release. Further, Mr./Ms. _____ understands that, if he/she signs this Severance Agreement and Release, he/she may revoke it within seven (7) calendar days of the agreement's execution. To revoke this Severance Agreement and Release, Mr./Ms. _____ must submit to the local Human Resources Department, a signed statement to that effect by close of business of the seventh (7th) day. Mr./Ms. _____ understands and agrees that this Severance Agreement and Release will not take effect until the expiration of the seven-day revocation period. Further, Mr./Ms. _____ may elect to consider the severance package for *fewer* than 45 days, at his/her own option, but is under no obligation to shorten the period. If Mr./Ms. _____ elects to consider the severance package for *fewer* than 45 days at his/her option and executes this Severance Agreement and Release before the 45-day consideration period has expired, said employee may receive the severance payment before the 45-day consideration period, *but only after the* seven-day revocation periods *has* expired. In no event, however, shall Mr./Ms. _____ receive the payment until he/she has completed his/her consideration period, which may be less than 45 days at his/her option, as well as the *seven-day* revocation period.

16. This Severance Agreement and Release sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Severance Agreement and Release. *This Severance Agreement and Release, however, shall not affect any right either party has or may have against the other regarding Workers' Compensation claims and Supplemental Benefit payments made for those claims.* The parties agree that this Severance Agreement and Release may not be modified or canceled in any manner except by a writing signed by Mr./Ms. _____ and an authorized PG&E official. If any provision of this release is found to be unenforceable, all other provisions will remain fully enforceable.

17. Mr./Ms. _____ states that he/she has read this Severance Agreement and Release in its entirety, that he/she has been given the necessary time to consider its contents, that he/she fully understands its terms, that he/she has been advised that he/she should consult legal counsel of his/her choosing, that the only promises made to him/her to sign are those stated herein, and that he/she is signing this Severance Agreement and Release voluntarily.

PLEASE READ CAREFULLY. THIS SEVERANCE AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

PACIFIC GAS AND ELECTRIC COMPANY	EMPLOYEE
	Social Security
DATE	DATE


HUMBOLDT DIV.
NORTH VALLEY DIV.
RUSSIAN RIVER DIV.
SIERRA DIV.
VACA VALLEY DIV.
VALLEJO/NAPA DIV.
SACRAMENTO DIV.
STOCKTON DIV.
STANISLAUS DIV.
NORTH BAY DIV.
DIABLO DIV.
SKYLINE DIV.
MISSION DIV.
PENINSULA DIV.
DE ANZA DIV.
SAN JOSE DIV.
COAST DIV.
YOSEMITE DIV.
FRESNO DIV.
COAST VALLEYS DIV.
LOS PADRES DIV.
KERN DIV.
VALLEJO-NAPA DIV.
NORTH BAY DIV.
BAY DIV.
DIABLO DIV.
CENTRAL OAKLAND DIV.
SAN FRANCISCO DIV.
SKYLINE DIV.
MISSION DIV.
PENINSULA DIV.
DE ANZA DIV.
COAST DIV.
LEGEND
REGIONS AND DIVISIONS
OF
PACIFIC GAS & ELECTRIC CO.
JULY 1, 1991

CODE: 62-4187

SUPPLEMENTS

LABOR AGREEMENT INTERPRETATION

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

TITLE 16 - MEALS - Clerical Agreement

Section 104.1 of the Physical Agreement and Section 16.1 of the Clerical Agreement state that the provisions of the Meal Titles shall be interpreted and applied in a practical manner which shall conform to the intention of the parties in negotiating with respect to meals; namely, that a comparable substitute shall be provided when employees are prevented from observing their usual and average meal practices or are prevented from eating a meal at approximately the usual time therefor.

In the Company's Guidelines with respect to the application of Title 104 originally issued in October 1965 and amended in October 1966 and July 1968, the following statement is made with respect to the definition of a comparable substitute:

"The meal provided...should but may not be quite the same as the meal would be at the same time if eaten at home. Dependent upon the circumstances present at the time, and where practical or possible, a comparable substitute to the missed meal should be furnished.

"It may be necessary to provide meals at times of the day or night when the employee would not observe a customary meal time.... The meal provided, again dependent upon the circumstances of that situation, should be such as to adequately compensate for the need for food resulting from working beyond or before customary meal time.

"There have been no maximum cost limits for meals agreed upon because the cost of meals may vary due to such factors as the time of day, location, conditions and other circumstances. However, the requirement of reasonableness in the selection of a 'comparable substitute' for the meal missed should be followed."

The following guidelines, but not necessarily in the order listed, should be kept in mind by both employees and supervisors in determining whether or not a meal purchased as a comparable substitute is or is not reasonable.

1. The cost of meals at the average restaurant available in the general area, but excluding such luxury items as filet mignon or combination steak and seafood dinners. The foregoing is not intended to mean menu averaging.

2. The availability of restaurants which can provide a comparable substitute within a reasonable distance of the job site or between the job site and the headquarters.

3. The breakfast, luncheon or dinner menu where comparable substitutes are available, but excluding extra a la carte items. The foregoing does not preclude ordering a la carte when that is all that is available nor does it preclude a la carte desserts with dinner meals.

4. The weather or other extreme working conditions to which the employees have been subjected.

5. The amount by which the time limits in the Agreement and the Guidelines have been exceeded, with some consideration as to whether or not sandwiches and a hot beverage have been supplied on the job. Except for lunch, the foregoing does not imply that sandwiches and a hot beverage are to be considered as a comparable substitute nor is it intended to mean that employees are to be worked routinely nor excessively beyond the aforementioned time limits.

For Union:	/s/ L. L. Mitchell Its Business Manager June 26, 1974
For Company:	/s/ I. W. Bonbright Its Manager of Industrial Relations June 13, 1974

SUPPLEMENT TO TITLE 18 BIDDING UNITS (1)

BIDDING UNIT ONE

AREA ONE
Berkeley
El Cerrito
Pinole
Richmond
Rodeo

AREA TWO
Alameda
Emeryville
Oakport
Oakland

AREA THREE
Antioch
Avon
Brentwood
Concord
Contra Costa Power Plant
Lafayette
Martinez
Moraga
Orinda
Pittsburg
Pittsburg Power Plant
Walnut Creek

AREA FOUR
Fremont
Hayward
Livermore
Gas Meter Repair - Fremont
Newark
Pleasanton
San Leandro
Electric Meter Shop - Fremont
San Ramon
Sunol
Union City

BIDDING UNIT TWO

AREA FIVE
Belmont
Burlingame
Half Moon Bay
Redwood City
San Mateo

AREA SIX
General Office Clerical
Garage and Materials
Hunters Point Power Plant
Oakland Power Plant
Potrero Power Plant
San Francisco

AREA SEVEN
Brisbane
Colma
Daly City
Pacifica
San Bruno
South San Francisco

BIDDING UNIT THREE

AREA EIGHT
Ignacio
Mill Valley
Novato
Olema
Point Reyes
San Rafael
Sausalito

AREA NINE
Cloverdale, Inc.
Geysers Power Plant
Geyserville
Guerneville
Healdsburg
Petaluma
Rohnert Park
Santa Rosa
Sebastopol
Sonoma

AREA TEN
Boonville
Clearlake Highland
Covelo
Fort Bragg
Lakeport
Mendocino
Middletown
Point Arena
Potter Valley
Ukiah
Willits

AREA ELEVEN
Benicia
Calistoga
Napa
St. Helena
Vallejo

BIDDING UNIT FOUR

AREA TWELVE

Arcata	Ferndale	Humboldt Bay Power Plant
Bridgeville	Fortuna	Weott
Eureka	Garberville	Willow Creek

BIDDING UNIT FIVE

AREA THIRTEEN

Brighton	Folsom	Sacramento
Cameron Park	Placerville	

AREA FOURTEEN

Cordelia	Fairfield	West Sacramento
Davis	Rio Vista	Winters
Dixon	Vacaville	Woodland

BIDDING UNIT SIX

AREA FIFTEEN

Big Bend Village	Greenville	Paradise
Big Springs	Hamilton City	Prattville
Bucks Lake	Lake Almanor	Quincy
Caribou	Magalia	Rodgers Flat
Centerville	Nelson	Storrie
Chico	Orland	Willows

BIDDING UNIT SEVEN

AREA SIXTEEN

Arbuckle	Lincoln	Table Mountain
Colusa	Marysville	Wheatland
Dobbins	Meridan	Williams
East Nicolaus	Oroville	Yuba City
Gridley	Smartville	

BIDDING UNIT EIGHT

AREA SEVENTEEN

Anderson	Forest Glen	Red Bluff
Burney	Hat Creek	Redding
Cassel	Hayfork	Round Mountain
Central Valley	Junction City	Trinity Center
Cloverdale	Manton	Weaverville
Corning	Montgomery Creek	Whitmore
Cottonwood	Paynes Creek	Wildwood
Fall River Mills		

BIDDING UNIT NINE

AREA EIGHTEEN

Alta	Dutch Flat	Grass Valley
Auburn	Emigrant Gap	Nevada City
Colfax	Fresh Pond	Roseville
Downieville		

BIDDING UNIT TEN

AREA NINETEEN

Groveland	Newman	Sonora
Jamestown	Oakdale	Tuolumne
Long Barn	Patterson	Turlock
Modesto	Pinecrest	Twain Hart

AREA TWENTY

Angels Camp	Jackson	San Andreas
Arnold	Lodi	Stockton
Bellota	Manteca	Tracy
Hathaway Pines	Martell	Victor

BIDDING UNIT ELEVEN

AREA TWENTY-ONE

Capitola	Santa Cruz	Watsonville

AREA TWENTY-TWO

Cupertino	Mountain View	Sunnyvale
Los Gatos		

AREA TWENTY-THREE

Coyote	Milpitas	San Martin
Gilroy	San Jose	Santa Clara

BIDDING UNIT TWELVE

AREA TWENTY-FOUR

Auberry	Dinuba	Piedra
Avenal	Five Points	Reedley
Caruthers	Fresno	Riverdale
Clovis	Huron	Sanger
Coalinga	Kerman	Selma
Corcoran	Lemoore	Springville

AREA TWENTY-FIVE

Arvin	Ridgecrest	Tehachapi
Bakersfield	Rosedale	Trona
Boron	Taft	Wasco
Buttonwillow		

AREA TWENTY-SIX

Chowchilla	Los Banos	Merced
Dos Palos	Madera	North Fork
Firebaugh	Mariposa	Oakhurst

BIDDING UNIT THIRTEEN

AREA TWENTY-SEVEN

Carmel	Monterey	Salinas
Hollister	Moss Landing Power Plant	Soledad
King City	Pacific Grove	

AREA TWENTY-EIGHT

Arroyo Grande	Morro Bay Power Plant	Santa Maria
Atascadero	Paso Robles	Santa Ynez
Diablo Canyon Power Plant	San Luis Obispo	Solvang
Lompoc		

BIDDING UNIT FOURTEEN

MATERIALS DISTRIBUTION

BIDDING UNIT FIFTEEN

HYDRO GENERATION

BIDDING UNIT SIXTEEN

GAS SYSTEM MAINTENANCE & TECHNICAL SERVICES/GAS SYSTEM OPERATIONS

BIDDING UNIT SEVENTEEN

(Deleted 1-1-94)

BIDDING UNIT EIGHTEEN

Building
Reprographics
Mail
Design Drafting
Telecommunications

BIDDING UNIT NINETEEN

Computer Operations: San Francisco Computer Center and Fairfield Computer Center/Data Recording Section

Vice President & Controller's Organization (Including Customer Accounting and West Sacramento Billing Center)

NOTES:

1) The Bidding Unit will be the geographical area listed in 1 through 13 above, unless a work group or department is specifically designated as a separate bidding unit, such as Hydro Generation

SUPPLEMENT TO TITLE 19 DEMOTION UNITS (1)

DEMOTION UNIT ONE

AREA ONE		
Berkeley	Pinole	Rodeo
El Cerrito	Richmond	
AREA TWO		
Alameda	Oakport	Oakland
Emeryville		
AREA THREE		
Antioch	Lafayette	Orinda
Avon	Martinez	Pittsburg
Brentwood	Moraga	Walnut Creek
Concord		
AREA FOUR		
Fremont	Newark	San Ramon
Gas Meter Repair - Fremont	Pleasanton	Sunol
Hayward	San Leandro	Union City
Livermore	Electric Meter Shop - Fremont	

DEMOTION UNIT TWO (2)

AREA FIVE

Belmont	Half Moon Bay	San Mateo
Burlingame	Redwood City	San Carlos

AREA SIX

G. O. Garage & Materials - Clerical	San Francisco	

AREA SEVEN

Brisbane	Daly City	San Bruno
Colma	Pacifica	South San Francisco

DEMOTION UNIT THREE

AREA EIGHT

Ignacio	Olema	San Rafael
Mill Valley	Point Reyes	Sausalito
Novato		

AREA NINE

Cloverdale, Inc.	Healdsburg	Santa Rosa
Geyserville	Petaluma	Sebastopol
Guerneville	Rohnert Park	Sonoma

AREA TEN

Boonville	Lakeport	Potter Valley
Clearlake Highland	Mendocino	Ukiah
Covelo	Middletown	Willits
Fort Bragg	Point Arena	

AREA ELEVEN

Benicia	Napa	Vallejo
Calistoga	St. Helena	

AREA TWELVE

Arcata	Ferndale	Humboldt
Bridgeville	Fortuna	Weott
Eureka	Garberville	Willow Creek

DEMOTION UNIT FOUR

AREA THIRTEEN

Brighton	Folsom	Sacramento
Cameron Park	Placerville	

AREA FOURTEEN

Cordelia	Fairfield	West Sacramento
Davis	Rio Vista	Winters
Dixon	Vacaville	Woodland

AREA FIFTEEN

Big Bend Village	Greenville	Paradise
Big Springs	Hamilton City	Prattville
Bucks Lake	Lake Almanor	Quincy
Caribou	Magalia	Rodgers Flat
Centerville	Nelson	Storrie
Chico	Orland	Willows

AREA SIXTEEN

Arbuckle	Lincoln	Smartville
Colusa	Marsyville	Table Mountain
Dobbins	Meridian	Wheatland
East Nicolaus	Oroville	Williams
Gridley		Yuba City

AREA SEVENTEEN

Anderson	Forest Glen	Red Bluff
Burney	Hat Creek	Redding
Cassel	Hayfork	Round Mountain
Central Valley	Junction City	Trinity Center
Cloverdale	Manton	Weaverville
Corning	Montgomery Creek	Whitmore
Cottonwood	Paynes Creek	Wildwood
Fall River Mills		

AREA EIGHTEEN

Alta	Dutch Flat	Grass Valley
Auburn	Emigrant Gap	Nevada City
Colfax	Fresh Pond	Roseville
Downieville		

DEMOTION UNIT FIVE

AREA NINETEEN

Groveland	Newman	Sonora
Jamestown	Oakdale	Tuolumne
Long Barn	Patterson	Turlock
Modesto	Pinecrest	Twain Hart

AREA TWENTY

Angels Camp	Jackson	San Andreas
Arnold	Lodi	Stockton
Bellota	Manteca	Tracy
Hathaway Pines	Martell	Victor

AREA TWENTY-ONE

Auberry	Dinuba	Piedra
Avenal	Five Points	Reedley
Caruthers	Fresno	Riverdale
Clovis	Helms	Sanger
Coalinga	Huron	Selma
Corcoran	Kerman	Springville
	Kettleman	
	Lemoore	

AREA TWENTY-TWO

Arvin	Ridgecrest	Tehachapi
Bakersfield	Rosedale	Trona
Boron	Taft	Wasco
Buttonwillow		

AREA TWENTY-THREE

Chowchilla	Los Banos	Merced
Dos Palos	Madera	North Fork
Fairbaugh	Mariposa	Oakhurst

DEMOTION UNIT SIX

AREA TWENTY-FOUR

Capitola	Santa Cruz	Watsonville

AREA TWENTY-FIVE

Cupertino	Mountain View	Sunnyvale
Los Gatos		

AREA TWENTY-SIX

Cinnabar	Gilroy	San Martin
Coyote	Milpitas	Santa Clara
Edenvale	San Jose	

AREA TWENTY-SEVEN

Carmel	Monterey	Salinas
Hollister	Pacific Grove	Soledad
King City		

AREA TWENTY-EIGHT

Arroyo Grande	Paso Robles	Santa Ynez
Atascadero	Pismo Beach	Solvang
Buellton	San Luis Obispo	Templeton
Lompoc	Santa Maria	

DEMOTION UNIT SEVEN (See LA92-149)

HYDRO GENERATION

AREA TWENTY-NINE

Northern Area

Burney	DeSabla	Manton
Camp 1	Hamilton Branch	Pit 5
Caribou	Kilare	Rock Creek
Chico	Pit 3	

AREA THIRTY

Central Area

Alta	Drum	Tiger Creek
Angels Camp	Salt Springs	Wise
Camp 5	Spring Gap	

AREA THIRTY-ONE

Southern Area

Auberry	Helms	Tule River
Balch	Kern Canyon	

DEMOTION UNIT EIGHT

GAS SYSTEM MAINTENANCE & TECHNICAL SERVICES/GAS SYSTEM OPERATIONS (including Gas Chart Office)

DEMOTION UNIT NINE

MATERIALS DISTRUBTION

Emeryville, Fremont, and Decoto Pipe Yard only

DEMOTION UNIT TEN

(Deleted 1-1-94)

DEMOTION UNIT ELEVEN

GENERAL OFFICE (Including Fairfield Computer Center and West Sacramento Billing Center)

Building
Reprographics
Mail
Telecommunications
Computer Operations
Vice President & Controller's Organization (including Customer Accounting)
Design Drafting

DEMOTION UNIT TWELVE

STEAM GENERATION
NUCLEAR POWER GENERATION

AREA THIRTY-TWO

Geysers Power Plant in Demotion Areas 8, 9, 10 and 11.

AREA THIRTY-THREE

Pittsburg and Contra Costa in Demotion Areas 1, 2, 3 and 4.

AREA THIRTY-FOUR

Oakland, Potrero and Hunters Point in Demotion Areas 6 and 7.

AREA THIRTY-FIVE

Morro Bay, Moss Landing, Diablo Canyon in Demotion Areas 27 and 28.

AREA THIRTY-SIX

Humboldt Bay Power Plant in Demotion Area 12.

NOTES:

1) The Demotion Unit will be the geographical area listed in 1 through 6 above, unless a work group or department is specifically designated as a separate demotion unit, such as Hydro Generation.

2) General Office, Garage and Materials employees have 19.4, 19.5 and 19.6 demotion rights in Demotion Unit 2.

Printed by IBEW Local Union 1245 Members

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