AGREEMENT

between

PACIFIC GAS AND ELECTRIC COMPANY

and

LOCAL UNION NO. 1245

of

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

Affiliated with

AMERICAN FEDERATION OF LABOR
CONGRESS OF INDUSTRIAL ORGANIZATIONS

APPLYING TO
OPERATION, MAINTENANCE AND
CONSTRUCTION EMPLOYEES

EFFECTIVE July 25, 2012

2nd Edition
Revised February 2013

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2nd Edition Revision Notes:

- *Page 30 – Revised vacation allowance table in 111.2*
- *Page 92 – Revised Exhibit I (L/A 12-64)*
- *Page 136 – Revised Electric Maintenance Crew Leader (L/A 12-66)*
- *Page 143 – Revised Electric Maintenance Crew Leader Helms, Electrical Technician and Unassigned Electrical Technician (L/A 12-66)*
- *Page 144 – Revised Electrical Technician Crew Leader, Electrical Technician Helms, Electrical Technician Crew Leader Helms (L/A 12-66); deleted Senior Telecommunications Crew Leader (not established)*
- *Page 145 – Revised Telecommunications Crew Leader (L/A 12-66)*
- *Page 150– Added $ sign to Distribution Gas System Operator wage rates*
- *Page 151 – Revised Fieldperson 18 month wage rate*
- *Page 178 – Revised Electrical Technician (L/A 12-66)*
- *Page 183 – Revised Technical Crew Leader A – Not Gas (L/A 12-66)*
- *Added reference for L/A 12-17, which cancelled and superseded L/A 12-04, on pp. 138, 140, 181, and 184*
- *Moved Lineman SME and Lineman Transmission to p.139*
- *Moved Utility Operator – Hydro to p.149*

The Agreement dated September 1, 1952 has been amended on the following dates:

September 1, 1953
July 15, 1954
September 1, 1954
March 1, 1956
July 1, 1956
October 1, 1956
January 1, 1957
May 1, 1957
July 1, 1957
September 1, 1957
January 1, 1958
February 1, 1958
July 1, 1958
August 1, 1958
September 1, 1958
September 15, 1958
July 1, 1959
July 1, 1960
July 1, 1962
January 1, 1963
July 1, 1963
January 1, 1964
July 1, 1964
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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
October 1, 2003
January 1, 2009
July 25, 2012

June 1, 2012

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of Electrical Workers, AFL-CIO
P.O. Box 2547
Vacaville, CA 95687

Dear Mr. Dalzell:

This letter and its attachments will confirm the table agreement reached by the Company's Negotiating Committee and the Union's Negotiating Committee in General Negotiations with respect to the IBEW Physical Agreement; and the Medical, Dental, Vision Agreement and Benefits Agreement ("Benefits Agreements").

Term

The Physical Agreement; Medical, Dental, Vision Agreement; and Benefits Agreement each will have a three-year term of July 25, 2012 through December 31, 2014.

Wages

The Company will grant a general wage increase, using normal rounding, of 2.75 percent (2.75%) retroactive to January 1, 2012; 2.75 percent (2.75%) effective January 1, 2013; and 2.75 percent (2.75%) effective January 1, 2014.

Suspend Letter Agreement 10-36

PG&E and Local 1245 agree on the importance of creating a new safety culture at the Company. Both parties want to see the Company become a leading organization in the areas of public and employee safety. Toward that end, the parties agree as follows:

1. The parties agree that this provision will supersede Letter Agreement 10-36, which amended the Positive Discipline System. Letter Agreement 10-36 was intended to allow the Company to consider an employee's overall safety record, both positive and negative in making discipline decisions. The Agreement was designed to prevent an employee from being terminated for a minor offense simply because the employee had an active DML. It was also designed to hold more accountable employees who had historically poor safety records. In practice, the Agreement was used to support lesser discipline as many times as it was used to support greater discipline. Regardless, employee perception of the Letter Agreement was negative. Because the parties believe that the existence of Letter Agreement 10-36 became a distraction from the far more important goal of achieving the highest levels of public and employee safety, they agree to suspend the Agreement.

2. In suspending the Agreement, both parties are mindful that doing so could send the wrong message. Therefore, the parties affirm that they are committed to improving both the safety culture and performance of PG&E. The Union agrees that employees with poor safety records should be held accountable. The Company believes that minor safety infractions may not always result in escalated discipline.

3. The parties acknowledge that a discipline system is a necessary component of any leading safety policy.

4. The parties also acknowledge that near miss reporting, corrective action procedures and risk avoidance in general are equally necessary components.

5. The parties agree that the current PD system could be improved. Accordingly, the parties agree to establish a Joint Company-Union Safety Committee on how to deal with safety offenses.

6. If the parties are unable to reach agreement, the parties may agree to defer the issue to an arbitrator for resolution or the Union may cancel Letter Agreement 10-36.

Meals

- Maintain current contract language pending review and agreement of new language by a Joint Company-Union Meals Committee.
- Upon contract ratification, suspend itemized receipt requirements and menu restrictions for meals $30 or less.
- Itemized receipts will be required for meal expenses over $30 and the menu restrictions under the Meals Supplement will apply.
- Establish Meals Committee

    - Until new provisions are established, this committee will review itemized receipts of meal expenses over $30 to determine if they are reasonable.
    - Committee will develop a joint recommendation to modify the meal provisions. If the parties are unable to reach an agreement, either party may submit the dispute to an arbitrator for resolution.

Commercial Driver's License Addendum (CDLA)

- The CDLA premium ($600) will be added to the hourly wage rate for current employees that are required to have a commercial driver's license as part of the job definition, eligible or required by letter agreement, or based upon the Company and Union's current understanding that employees utilize a commercial driver's license for the convenience of the Company.
- Upon ratification, all new hires, bidders and transfers from outside the lines of progression to Gas and Electric T&D, General Construction Gas and Line Departments or other Departments as described herein will be required to have and maintain a CDL as part of their job duties and will not receive additional compensation.
- Incumbent Gas and Electric T&D employees who bid/transfer into CDL positions will be eligible for the higher wage rate, which includes the $600 premium in base.
- Maintain accommodation language in LA 90-113
- 150% ratio of employees with CDL to vehicles at the headquarters.

See attachment.

Grievance Timelines

Provisions have been added to the grievance language to facilitate the more timely resolution of grievances.

Job Bidding

- The maximum number of bids on file at a time will be 80.

- During discussions on the job bidding process, the Company clarified how Hiring Hall employees receive consideration for regular positions with the Company. In general, candidates with Hiring Hall experience are typically placed at a higher tier for consideration than those with no experience.

Ad Hoc Committees

The parties agreed to establish several Ad Hoc Committees consistent with Title 400 of the Physical Collective Bargaining Agreement.

See attachment.

Medical Plan

PG&E and the IBEW acknowledged the complexity of healthcare issues early in the joint education process this year and decided to work collaboratively with consultants and experts from both sides sharing data and researching options to propose common ground solutions. The goal was to design a plan that focused on keeping employees healthy while at the same time keeping premiums and out-of-pocket costs among the lowest in the nation.

In response to feedback from employees on the previously proposed medical plan, the parties made the following adjustments to the proposed medical plan:

- A phased-in approach of the medical plan changes in 2013 and 2014: effective 2013, reduce healthcare administrators from 4 to 2 and continue 2012 medical plan design; effective 2014 implement jointly developed single plan design with 2 plan administrators.
- Simpler health incentives that enable employees to have a $0 deductible under the new health plan design;
- Additional health account funding for employees whose wage rate is at or below the 2nd step of the Service Rep 1 classification;
- Enhanced mental/behavioral health provisions; and
- Except in the limited circumstance described below, the parties agree that they will not seek modifications to the HRA funding, co-insurance, deductible, and out of pocket maximum (OOP) levels over the next 9 years. This obligation shall survive the expiration of the parties' current collective bargaining agreement and all future collective bargaining agreements through December 31, 2020. However, this obligation shall be null and void and the collective bargaining agreement shall be reopened on the topic of medical benefit plan design in the event there is a modification in the federal or state law regulations governing medical plan benefits or any other government agency ruling or pronouncement that results in a substantial and serious change in funding or costs associated with the medical benefits offered.

See attachment.

Medical Plan Collaboration

The Company and Union will continue their joint collaboration to identify high-quality providers for various medical services.

Hearing Aids, effective January 1, 2014

Hearing aids to be covered at 80% for features determined medically necessary.

Dental Plan, effective January 1, 2014

Dental implant coverage to be covered under major care of the Dental Plan.

Vision Plan, effective January 1, 2014

Replaces the current VSP signature Plan with the VSP Choice Plan. See attachment.

Cash Balance Pension Plan/Automatic RSP Enrollment

Effective January 1, 2013, new employees hired on or after January 1, 2013, will be covered by a new cash balance defined benefit pension plus increased employer match in the Retirement Savings Plan (RSP). The new plan will not affect employees hired before January 1, 2013, who will remain in the current pension plan. Current employees who might want the new pension plan and higher RSP match will be given the option to elect the new plan effective 2014. The cash balance pension design will annually credit each employee with a percentage of pay which will accumulate with interest during employment. A higher employer match will automatically apply to RSP contributions made by employees participating in the cash balance plan. See attachment.

Effective January 1, 2013, employees participating in the cash balance plan will be automatically enrolled in the Retirement Savings Plan upon reaching eligibility for company matching contributions (one year of service). Automatic enrollment payroll deductions will equal the percentage of pay eligible for company match (8% of pay). Employees may increase, reduce or cancel the payroll deduction at any time.

In response to Union feedback, Company agreed to add a 10% Pay Credit band for participants with 80+ points (age + service).

Except in the limited circumstance described below, PG&E agrees that it will not in any future negotiation seek to transition those current employees who have elected to continue earning benefits under Part II of the Pacific Gas and Electric Company Retirement Plan to the Cash Balance provisions of the Plan and this obligation shall survive the expiration of the parties' current collective bargaining agreement and all future collective bargaining agreements. However, this obligation shall be null and void and the collective bargaining agreement may be reopened on the topic of pension in the event that there is a modification in the federal or state law or regulations governing the Plan or any other government agency ruling or pronouncement that results in a substantial and serious change in funding obligations or other cost associated with the Plan.

Pension Adjustment

Certain retirees will receive a pension adjustment as follows effective March 1, 2012:

Retired before 1987	5.0%

Group Life Insurance Changes effective January 1, 2014

This is a packaged offering for life insurance plan provision changes including expanded age-rated supplemental life insurance benefit options to employees that will replace the flat rate premium. New benefits included in this packaged proposal would be Spousal/Domestic Partner, Child and Accidental Death and Dismemberment (AD&D) insurance options and enhanced Will Preparation benefits.

The benefit design and costs for supplemental life insurance and other ancillary benefits such as Accidental Death and Dismemberment, and dependent coverage options, and other administrative changes are provided in Attachment C.

LTD Adjustment

Effective January 1, 2013, participants who are receiving Long-Term Disability benefits will have their monthly LTD benefit increased by the following adjustments:

Date of LTD Eligibility	Increase
Before January 1, 2000	5.0%
1/1/00 to 12/31/06	2.5%

Board Approval and IBEW Membership Ratification

All proposed changes to the agreement reached for the general wage increase and Benefits are subject to PG&E Corporation Compensation Committee approval and ratification by the IBEW membership.

Effective Date

The changes made in the Table Settlement for the Medical, Dental, Vision Agreement and Benefits Agreement will have an effective date as noted.

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

A. Physical Agreement and its Exhibits, Supplements
B. Medical, Dental, Vision Agreement
C. 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,

s/Stephen A. Rayburn

Stephen A. Rayburn
Director and Chief Negotiator

Attachment

AGREEMENT

THIS AGREEMENT made and entered into this first day of September, 1952, 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:

GENERAL

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 (40 and over), sex, national origin, ancestry, physical or mental disability, medical condition, veteran status, marital status, pregnancy, sexual orientation, gender identity, registered domestic partner status, a request for family medical leave, any other category or status protected by law, or any other non-job related factor. (Amended 1-1-09)

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 genders. (Added 1-1-91)

1.5 DIVISION

In acknowledgment 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 206. (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 those employees for whom the National Labor Relations Board certified Union as such representative in Case No. 20-RC-1454, but further including clerks in the offices of electric department foremen and technical clerks in steam generation, and excluding system dispatchers, assistant system dispatchers and rodman-chainman.

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 10-1-03)

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 Titles 206 and 306 of this Agreement. (Added 10-1-03)

(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 hereon. During the term of this Agreement employees shall not partially or totally abstain from the performance of their duties for Company including to support a strike or labor action initiated by another union or a strike or labor action taken by a separate bargaining unit of the same union. 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. (Amended 7-25-12)

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.

3.5 Consistent with the provisions of this Title which pertain to the continuity of service to the public, employees who fill job vacancies in the classifications of Serviceman or Troubleman on and after July 1, 1974, may be required to reside within the community in which the Company headquarters to which they regularly report is located, unless for good cause such requirement is waived or varied by joint agreement of Union and Company as to any such individual appointment. Such residential requirement shall be determined solely on the basis of obligations relating to the continuous rendition and availability of Company service to the public. The waiver provided for above shall be reduced to writing, the conditions thereof set forth, and signed by the Company's Director of Labor Relations and Union's Business Manager. (Amended 1-1-09)

For the purposes of this section, an employee will be considered to be residing in the "community" if his/her residence is located no more than 30 minutes automotive travel time, under ordinary travel conditions, from the employee's headquarters. (Amended 1-1-91)

Any employee who must change his/her place of residence as provided herein shall be given a reasonable period of time in which to move in order to avoid personal hardship. (Amended 1-1-91)

The local residence requirements allowing an employee to live beyond the above community standard in effect at a headquarters on June 30, 1974 shall remain in effect for each employee then subject to the provisions of this Section 3.5 until changed by agreement of said Business Manager of Union and Company's Director of Labor Relations. (Amended 1-1-09)

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. Effective January 1, 2013, this provision will no longer apply. (Amended 7-25-12)

(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. (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.

5.5 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. WAGES

6.1 Attached hereto, made a part hereof, and marked Exhibit X, is a schedule of the wage rates applicable to employees described in Section 2.1.

TITLE 7. MANAGEMENT OF COMPANY

7.1 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.

7.2 BARGAINING UNIT WORK BY SUPERVISORS

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)

7.3 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 X. (Added 1-1-80)

TITLE 8. LABOR-MANAGEMENT COOPERATION

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

Semi-annual 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 first Thursday of May and November, except that such meetings may be canceled by mutual agreement or by failure to submit agenda items. (Amended 1-1-09)

(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 Labor Relations together with a list of employees attending for Union at least two weeks prior to the date of the next 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 1-1-09)

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

Company's Director of Labor Relations and Union shall appoint their respective representatives to attend a 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 1-1-09)

8.2 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 Labor Relations giving notice of such intent to Union. (Amended 7-25-12)

8.3 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 Labor 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 7-25-12)

(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 Labor 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 XI.) (Amended 1-1-09)

PART I

REGION, DEPARTMENT, AND GENERAL CONSTRUCTION EMPLOYEES

TITLE 100. APPLICATION

100.1 The provisions of Part I of this Agreement shall apply to

(a) operation, maintenance, and construction employees in classifications listed in Exhibit X – Wages in each of Company's geographical Divisions and Regions (including clerks in the offices of Electric Department foremen and technical clerks in Steam Generation) and its

Gas System Maintenance & Technical Support/Gas System Operations,
Materials Distribution Department,
Telecommunications Department of General Office,
Building Department of General Office,
Gas Meter Repair Plant,
Electric Meter Shop,
Steam Generation Department,
Hydro Generation Department,
Nuclear Power Generation Department, and

(Amended 1-1-09)

(b) field and Service Center employees of General Construction in classifications listed in Exhibit X – Wages. (Amended 1-1-09)

Whenever the words "employee" and "employees" are used in this Part, they shall, unless otherwise noted, be construed to refer only to employees described above in this Section for whom Union is the exclusive bargaining representative. Where the context of this Part makes it reasonable to do so, reference to "Region" or "Division" or "Department" shall be construed to include and apply to the organizational units enumerated hereinabove and the words "Vice President(s)" shall be construed to include and apply to the head(s) of such organizational unit(s). (Amended 1-1-88)

TITLE 101. LEAVE OF ABSENCE

101.1 ELIGIBILITY

"Leave of absence" without pay shall be granted to regular employees, under the conditions set forth in this Title for urgent or substantial personal reasons, provided that adequate arrangements can be made to take care of the employee's duties without undue interference, or if required by law, undue hardship, 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. (Amended 1-1-09)

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)

101.2 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 employee if personal circumstances and service to the Company warrant the granting thereof or as otherwise required by applicable law. Except as provided in Sections 101.6 and 101.8, a "leave of absence" will not be granted which, together with the last "leave" or "leaves" granted, will exceed twelve consecutive months. (Amended 1-1-09)

(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 terminated. (Entire Subsection Added 1-1-84)

101.3 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)

101.4 STATUS

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

101.5 TERMINATION OF SERVICE

If an employee fails to return immediately on the expiration of the employee's "leave of absence," or if such employee accepts other employment while on "leave," except as provided in Section 101.6, or if such employee 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)

101.6 UNION LEAVE OF ABSENCE

Subject to the provisions of Section 101.1 Company shall at request of Union grant a "leave of absence" without pay to any employee for the purpose of engaging in Union business. Such "leave" shall be for a period or periods not to exceed a total of 72 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 1-1-09)

101.7 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 205 in the case of a Division job, or as provided in Title 305 in the case of a General Construction job. When such employee returns to employment after an absence in excess of six months, such employee shall be employed in his/her former Bidding Unit or Department and former classification subject to the following: (Amended 1-1-91)

(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. (Amended 1-1-91)

(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 206 or Title 306, whichever is applicable. (Amended 1-1-91)

(c) If the employee is a Division employee and elects to displace another employee, such employee 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 206, and the job headquarters shall be the same as it was when the "leave of absence" was granted. (Amended 1-1-91)

(d) If he/she is an employee of General Construction and elects to displace another employee, he/she shall displace that employee in his/her classification and department of General Construction within his/her former promotion and demotion area 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 this displacement cannot be effected, placement in the Company shall be governed by Title 306. (Amended 1-1-91)

101.8 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 101.1 to 101.5, 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)

Eligible employees who engage in military service or who are eligible family members of military personnel are entitled to time off consistent with federal and state law. (Added 1-1-09)

101.9 FUNERAL LEAVE

(a) A regular employee will be granted up to three days off with pay if a member of the immediate family dies. 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 or employee's registered domestic partner, parent, grandparent, grandparent-in-law or grandparent of employee's registered domestic partner, parent-in-law or parent of employee's registered domestic partner, child or child of employee's registered domestic partner, grandchild, son-in-law, daughter-in-law, stepchild, brothers, sisters, half-brothers and half-sisters, step-brothers, step-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 7-25-12)

(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.

101.10 JURY DUTY

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

(a) Regular employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be rescheduled to 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)

101.11 WITNESSES

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

(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.

101.12 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 102. GRIEVANCE PROCEDURE

102.1 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 102.2, 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.

102.2 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 an individual employee.

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

102.3 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 designated electronic mailbox in the Labor Relations Department or alternatively, to a “Sr. Labor Specialist”; or (ii) a Business Manager grievance is timely filed when submitted by Union’s Business Manager to Company’s Labor Relations Director (iii) within the following time periods: (Amended 1-1-09)

(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 specific factual and policy reasons therefore within two workdays of such request. (Amended 7-2512)

(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)

(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.

(c) Time Limit Compliance (Added 7-25-12)

Each month, the parties shall prepare a list of any grievances which have not been settled or referred within the time limit provided for in Step Two. The Fact Finding Committee agenda shall include a report out by the responsible Labor Relations Specialist and Business Representative regarding the reason(s) for the delay, what steps have been taken to process the grievance, and whether the Local Investigating Committee meeting is necessary and/or has been scheduled.

The Company and Union Fact Finders may direct the Labor Relations Specialist and Business Representative to settle the grievance based on agreed to facts, or instruct that the grievance be settled or referred by the next Fact Finding. Any grievances which have not been settled or referred by the next Fact Finding date will be reported to the Chair and Secretary of the Review Committee along with the information described in the paragraph above. The Review Committee Chair and Secretary will take whatever action they deem necessary to ensure the grievance is settled or referred.

Each month, the parties shall prepare a list of any grievances which have not been settled or referred within the time limit provided for in Step Three. The Review Committee agenda shall include a report by the Company and Union Fact Finders regarding the reason(s) for the delay, what steps have been taken to process the grievance, and when the grievance will be heard in Fact Finding.

The Chair and Secretary of the Review Committee may direct the Fact Finders to settle the grievance based on agreed to facts, or instruct that the grievance be settled or referred by the next Review Committee. The Review Committee Chairs will take whatever action they deem necessary to ensure the grievance is settled or referred.

(d) Expedited Grievance Decision (Added 7-25-12)

Prior to or following a Local Investigating Committee meeting, either party may request an Expedited Grievance Decision. A two person panel composed of the Company and Union Fact Finders will review the relevant factors of the grievance as presented by the Labor Relations Specialist and Business Representative. The panel may agree to provide instructions as to grounds for settlement which will be final and binding, but without prejudice to the position of either party. If the panel does not agree on a settlement, the grievance will be processed as provided for in the Local Investigating Committee Section. Use of this option does not waive or extend the grievance processing time limits.

102.4 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 Four, while final and binding, is without prejudice to the position of either party, unless mutually agreed to otherwise. (Amended 1-1-09)

(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% annum.

(b) In the event of a "continuing grievance" as set forth in Section 102.9 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.

102.5 ADJUSTMENTS

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

102.6 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 102.3 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)

Region 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 Labor 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 1-1-09)

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. (Amended 10-1-03)

A. PRE-REVIEW COMMITTEE PROCEDURE

After the Labor 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 1-1-09)

(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 Labor Relations and the Union's Business Manager that the case is "suspended." Following such notice, the Union's Business Manager and Company's Director of Labor Relations shall, within 15 calendar days, meet for the purpose of proposing an interim consultative disposition of the issues involved or, at their option, refer the case to an Ad Hoc Negotiating Committee as provided for pursuant to the provisions of Title 400 of the Physical Labor Agreement. (Amended 1-1-09)

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.

102.7 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 102.3, 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.

102.8 ENABLING CLAUSE

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

102.9 ATTACHMENTS

In addition to the provisions of Section 105.5 of this Agreement, the Master Apprenticeship Agreement, the Benefit Agreements, Training Agreements, and other special agreements that may be executed from time to time under Section 102.8, the provisions of this Title shall also include the following attachments which are set out elsewhere in this Agreement.

(a) Continuing Grievances

(b) (Deleted 1-1-94)

(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

Date: March 17, 1969

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

Date: March 17, 1969

Attachment B
(Deleted 1-1-94)

TITLE 103. HOLIDAYS

103.1 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 103.7, be entitled to have the following holidays off with pay when they fall on a workday in such employee's basic workweek:

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(3rd Monday in January)
Washington's Birthday	(3rd Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Friday after Thanksgiving	
Christmas Day	(December 25)
Three Floating Holidays	(see Section 103.3)

(Amended 1-1-94)

103.2 (Deleted 1-1-88)

103.3 FLOATING HOLIDAYS

(a) An employee may select any day as a floating holiday, except those holidays listed under Section 103.1, either during the vacation sign-up provided for in Section 111.13 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 111.13. 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 10-1-03)

(b) 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 111.11(a). (Added 10-1-03)

103.4 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)

103.5 (Deleted 1-1-91 and Amended 1-1-09) **HOLIDAY PAY SUMMARY TABLE**

Below is a table explaining holiday pay treatment applying to Sections 103.6 through 103.8.

WORKDAY	**PAY**
Employee does not work	Receives holiday pay.
Employee works during regular work hours	*Receives overtime for hours worked and holiday pay.
Employee works outside of regularly scheduled hours	Receives overtime for hours worked and holiday pay.
NON-WORKDAY	**PAY**
Employee does not work	Receives holiday hours in holiday account.
Employee works	*Receives overtime for hours worked and holiday pay.
	*Employees may complete the Holiday Option Form to have the holiday hours remain in their holiday account for later use, rather than receive holiday pay. See L/A 07-44

(Added 1-1-09)

103.6 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 111, 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. The provisions of this Section shall not apply to part-time employees. (Amended 1-1-09)

103.7 WORK ON HOLIDAYS

(a) Regular employees in the classifications listed below may be regularly scheduled to work on holidays which fall on their workdays and shall be compensated therefore as provided in Title 208 in addition to holiday pay. The number of such employees regularly scheduled to work on a holiday shall be kept at a minimum consistent with operational requirements. (Amended 1-1-09)

Classifications listed in Exhibits III, IV and V
Roving Operator
Water System Operator
Classifications subject to the provisions of Section 202.5.

If the Company determines that the services of an employee, who is regularly scheduled to work on a holiday, are not required on the holiday, such employee, upon being notified by Company any time prior to quitting time of such employee's workday next preceding the holiday, shall then take the holiday off with pay and the employee's name shall be considered to be removed from the schedule for such day. (Amended 1-1-88)

(b) A regular employee may be required to perform prearranged or emergency work on a holiday which falls on a workday in the employee's basic workweek, in which event the employee

shall, in addition to his/her holiday pay, be compensated therefore as provided in Title 208 or 308. (Amended 1-1-91)

(c) (Deleted 1-1-88)

103.8 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)

103.9 HOLIDAY PAY FOR PROBATIONARY OR CASUAL EMPLOYEES

A probationary or casual 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)

103.10 (Deleted 1-1-97)

103.11 (Deleted 1-1-97)

103.12 HOLIDAY PAY - TIME CARD UPGRADE

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

103.13 HOLIDAY PAY - OTHER THAN TIME CARD UPGRADE

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

103.14 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 hours taken if such employee pointed out the error to his/her supervisor in writing. (Amended 1-1-09)

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 hours, or (b) have such excess hours be deducted from his/her current vacation entitlement, if any, or (c) have such excess hours be deducted from his/her next year's holiday hours, if any. (Amended 1-1-09)

103.15 (Deleted 1-1-94)

TITLE 104. MEALS

104.1 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.

Average and usual meal practices for day employees are defined as: (Added 1-1-09)

Breakfast: ½ hour to 1 hour prior to regular work hours.
Lunch: non-workday lunch is same as workday lunch time period.
Dinner: Between 6:00 p.m. and 7:00 p.m.

As stated in Section 3.1 of this Agreement, 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. Therefore, employees will be expected to exercise good judgment as to whether or not to obtain or delay the initial meal when called out for an emergency assignment to restore service to customers during an average and usual meal time. (Added 1-1-09)

104.2 MEALS - EMERGENCY OUTSIDE WORK HOURS AND NON-WORKDAYS - GENERAL

If Company requires an employee to perform emergency work on the employee's non-workday or wholly outside of the employee's regular work hours on workdays, it shall, if possible, provide the employee with a meal at intervals of approximately four hours for as long as such work continues, but such employee shall not be required to work more than five consecutive hours without a meal if one can be provided. This Section shall be construed not to apply to cases wherein work extends beyond regular quitting time on a workday.

104.3 MEALS - EMERGENCY PRIOR TO WORK HOURS

If Company requires an employee to perform emergency 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 emergency work starts less than two hours before regular work hours the usual meal arrangements shall prevail. If in any of the foregoing cases Company does not give an employee an opportunity to eat a breakfast and prepare a lunch before reporting for work, it shall provide such meals. The meals provided for in this Section shall be eaten at approximately the usual times therefore and the usual practice relating to lunch periods on workdays shall prevail. (Amended 1-1-91)

104.4 MEALS - WORK BEYOND QUITTING TIME

If Company requires an employee to perform work for more than one hour beyond regular work hours, it shall provide 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)

104.5 MEALS - PREARRANGED WORK ON NON-WORKDAYS

When an employee is required to perform prearranged work on non-workdays during regular work hours the employee shall observe the lunch arrangement which prevails on his/her workdays. If such work continues after regular work hours Company shall provide the employee with meals in accordance with the provisions of Section 104.4 hereof. (Amended 1-1-91)

104.6 MEALS - PREARRANGED WORK - OUTSIDE WORK HOURS

If Company requires an employee to perform prearranged work wholly outside of regular work hours on either workdays or non-workdays such employee shall be permitted to have time off for a meal approximately four hours but not more than five hours after the employee starts work, such meal to be furnished by the employee at the employee's own expense. The time necessarily taken for any such meal up to one-half hour shall be at Company expense. (Amended 1-1-91)

104.7 MEALS - PREARRANGED WORK - EXTENDED HOURS

If prearranged work as described in Section 104.6 hereof continues after the meal provided for in said Section, Company shall provide subsequent meals at intervals thereafter of approximately four hours but not more than five hours for as long as such work continues.

104.8 MEALS - PREARRANGED WORK BEFORE REGULAR HOURS

If Company requires an employee to perform prearranged work starting two hours or more before regular work hours on workdays or non-workdays 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. The meals provided for in this Section shall be eaten at approximately the usual times therefore and the usual practice relating to lunch periods on workdays shall prevail. (Amended 1-1-91)

104.9 MEALS - REIMBURSEMENT WHEN PURCHASED

Company shall reimburse an employee for the cost of a meal under the provisions of this Title when such meals are purchased by the employee. (Amended 1-1-88)

104.10 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 therefore 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: (Amended 1-1-09)

1. Prior to reporting to work:

(i)	Meal nearest regular starting time	$15.00
(ii)	Meal nearest midpoint of regular hours	$15.00
(iii)	Meal nearest regular quitting time	$20.00

2. Meal following dismissal from work $20.00

3. Meal missed during a work period $20.00

The allowances referred to above will be paid and taxed on regular bi-weekly paycheck pursuant to Sections 204.1 and 304.3. Employees may designate the gross of these payments to a separate direct deposit account than their primary direct deposit account. Employees who receive a pay check may request a separate check for the gross of their In-Lieu meals.
(Amended 1-1-09)

(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)

104.11 TIME INTERVALS

In determining time intervals for the purpose of providing meals there shall not be included any time allowed for meals. (Amended 1-1-09)

104.12 OVERTIME MEALS FOR SHIFT EMPLOYEES

The provisions of this Title shall apply to shift employees as follows:
(a) The employee may arrange to have a meal purchased for herself/himself and delivered to the job. In such event, Company shall pay the cost of the meal and reasonable commercial delivery charges, if any, associated with such meal, or (Amended 1-1-88)

(b) when held over from the employee's previous shift, the employee may take the meal upon dismissal from work and Company shall pay the cost of the meal and one-half hour for the time to consume such meal, or in lieu thereof, the employee may elect to receive a flat payment in accordance with the schedule set forth in 104.10(b) plus a time allowance of one-half hour, or (Amended 1-1-88)

(c) such employee may provide the meal(s) on the job, and the Company shall pay the employee an allowance of $15.00 for each meal. (Amended 1-1-09)

(d) If an employee is not assigned to shift work which requires the employee to remain on the job, the employee shall follow the same overtime meal practice as any other employee, and the time necessary to eat the meal shall be considered work time. (Amended 1-1-88)

104.13 SHIFT EMPLOYEES

Notwithstanding any of the foregoing provisions, shift employees and other employees whose workday consists of eight consecutive hours shall be permitted to eat their meals during work hours and shall not be allowed additional time therefore at Company expense.

104.14 MEALS - REGULAR WORK HOURS ON WORKDAYS

Except as provided in Sections 104.3 and 104.8 hereof, nothing contained herein shall be construed to require Company to provide meals during regular work hours on workdays.

104.15 MEALS - RESIDENT EMPLOYEES

This Title shall apply to resident employees. Where Company determines that it is not practicable to provide meals on the job for resident employees, as herein provided, they shall provide their own meals and Company shall reimburse them for the cost thereof not to exceed $8.00 for each meal . (Amended 1-1-91)

TITLE 105. SAFETY

105.1 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. It shall provide each new employee, and each employee who has transferred into an electric generating or gas compressor plant, with a safety indoctrination during the first five days of employment, which shall include, where appropriate, giving such employee a copy of the Code of Safe Practices and an indication of the applicable Sections therein. (Amended 1-1-09)

(c) 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)

105.2 PROMULGATION OF ACCIDENT PREVENTION RULES

(a) Company reserves the right to promulgate reasonable accident prevention rules for employees and to insist on the observance of such rules. Except in emergencies, at least 14 days before a new or revised accident prevention rule is put into effect and disseminated 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 Code of Safe Practices 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. (Amended 1-1-09)

105.3 HEALTH AND SAFETY COMMITTEE

(a) **Members** - There shall be established immediately a Company-Union Health and Safety Committee consisting of not more than ten members, five of whom shall be appointed by Company's Director of Labor Relations from among its employees and five of whom shall be appointed by Union from among its members. (Amended 1-1-09)

(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 Code of Safe Practices; 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. (Amended 1-1-09)

(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. (Amended 1-1-83)

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 Labor Relations. (Amended 1-1-09)

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

105.4 TIME

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

105.5 GRIEVANCES

(a) Grievances concerning any provision of this Title shall be filed and processed in accordance with the provisions of Title 102--Grievance Procedure--except that: (1) prior to the discussion of such grievances at a 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 102, upon giving 15 calendar days' written notice to Company's Director of Labor 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 102 of this Agreement, along with written instructions it may wish to issue to the Committee to which the case is referred. (Amended 1-1-09)

(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)

105.6 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)

105.7 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 from 207.5)

105.8 SAFETY INSPECTION COMMITTEES

Safety Inspection Committees shall continue to function in the prevention of accidents by ascertaining unsafe working conditions and recommending measures to be taken for correction thereof. There shall be as many such Committees in each Division as may be warranted by the extent of the territory of such Division and the number of employees therein, but in no event shall there be less than two such Committees in any Division. Division Managers shall make appointments to the Safety Inspection Committees from among nominees selected by Union for their respective Divisions. 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 therefore. (Amended 1-1-80)

105.9 WALK-AROUND INSPECTIONS

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

105.10 INDUSTRIAL INJURY REPORTS

(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 106. STATUS

106.1 EMPLOYMENT DATE

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

106.2 COMPANY

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

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

(Amended 1-1-09)

106.3 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 106.2 above, and as provided hereafter in Section 106.4. The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason or layoffs for lack of work which 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 101 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 101.6.

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 provisions of this Agreement. (Amended 1-1-91)

106.4 ACQUISITIONS

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

106.5 REGULAR STATUS

(a) **Regional or General Office Departmental Employees**

(1) Regional or General Office Departmental employees shall be designated as probationary and regular, depending on the length of their Service. (Amended 1-1-88)

(2) New employees shall be hired as probationary employees at a daily rate of pay not less than the minimum wage established for the classification of work to be performed. As long as a probationary employee retains such status, 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. (Amended 1-1-91)

(3) On the completion of such employee's first six months of Service which, notwithstanding the provisions of Section 106.3 above, is uninterrupted by absence for more than a cumulative total of 30 days due to (i) layoff, (ii) sickness or disability, or (iii) 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. (Amended 1-1-91)

(4) The transfer of a probationary employee from one job to another without interruption of work time shall not be considered an "interruption" of such six months' period of Service.

(b) **General Construction**

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

(2) A casual employee is one who is hired at a daily wage rate for an indeterminate period of time and who, regardless of length of service with Company, does not, as long as the employee retains such status, acquire any service, vacation, sick leave, leave of absence, or similar rights and privileges. (Amended 1-1-91)

(3) When a casual employee has completed six months of service with Company at its established rates of pay, such employee shall be given the status of regular employee, provided that he/she meets Company's qualifications for continued employment. As used herein, six months of service is defined as a minimum of 115 days of work in any period of six consecutive months at the straight rate of pay; provided, however, that if by reason of absence due to inclement weather or holidays in such period an employee was prevented from working a total of 115 days, such period shall be extended by not more than the total number of days of such absence. (Amended 1-1-91)

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

106.6 PART-TIME EMPLOYMENT

(a) A part-time employee is any employee whose regularly scheduled workweek is less than 40 hours. 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 1-1-91)

(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 111, 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 112, 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 holiday hours prorated based on ratio of straight-time hours scheduled to work in a year to 2,080 hours. (Amended 1-1-09)

(Entire Subsection Amended 1-1-91)

106.7 INTERMITTENT EMPLOYEES

(a) An intermittent employee is one who does not work any set schedule of hours per day or days per week, but who is on call to fill in on any schedule on an as-needed basis. During sickness or vacation relief periods, however, such employee may be assigned to work the schedule and hours of the absent employee if such an assignment cannot be made pursuant to the provisions of Subsection 205.3(a) or any Relief Agreement.

(b) Intermittent employees will attain regular status upon the completion of six months of continuous service. Continuous service is defined in Section 106.5 as being uninterrupted by (1) discharge, (2) resignation, or (3) absence for more than a cumulative total of 30 days due to (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:

(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 111, 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 112, 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 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)

106.8 OVERTIME

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

106.9 PROGRESSIVE WAGE INCREASES

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

106.10 LIST

As soon after the end of each calendar year as it is practicable to do so, Company will furnish Union with a list showing the name, personnel number, home address, employment date, and classification of each employee employed as of the end of the year. (Amended 7-25-12)

106.11 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)

106.12 TEMPORARY ADDITIONAL EMPLOYEE (Added 1-1-91)

In order to make assignments for occasional or seasonal work, Company may hire temporary additional employees in accordance with the following conditions:

(a) Company shall first fill all temporary vacancies pursuant to Subsection 205.3 or 305.4 wherever possible.

(b) Temporary additional employees shall attain regular status upon the completion of 1,040 hours in any 365 day period. Temporary additional employees shall not be eligible for sick pay, holiday pay, vacation pay, insurance coverage, pension coverage or items of similar nature, except as specifically provided herein.

(c) The utilization of any temporary additional employee shall be considered as "contracting out of work" for the purposes of Letter Agreement 88-104, but such employees will not be considered as working in the affected department for the purposes of Letter Agreement 88-104.

(d) Company shall utilize temporary additional employees in place of any agency employees.

TITLE 107. MISCELLANEOUS

107.1 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 limitation 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)

107.2 SAFETY STRAPS

Company shall furnish safety straps. When a safety strap is worn out in Company service, or is condemned by Company, it shall be replaced at no cost to the employee. (Amended 7-25-12)

107.3 PERSONAL TOOLS

(a) Company will continue its practice of supplying tools and equipment to employees where it presently does so.

(b) Company shall provide the employee a list of personal tools the employee must provide. (Such lists may be changed only by agreement between Company and Union.) When the employee cannot practicably transport such tools to and from the job headquarters daily, Company shall provide space for the safe storage of such tools. In the event that any of these listed personal tools which have been stored on Company's premises or in a Company vehicle are destroyed or damaged by fire, storm or flood, or are stolen (subject to evidence by the employee of the theft), Company shall reimburse the employee for any such loss which is in excess of any reimbursement for the tools such employee may receive from an insurance carrier. (Amended 1-1-91)

TITLE 108. SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY

108.1 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)

108.2 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 109. APPRENTICESHIP TRAINING

109.1 An Apprenticeship Committee consisting of three representatives of Union and three representatives of Company shall be established. The representatives appointed by Union shall be employees of Union or employees of Company. The representatives appointed by Company shall be employees of Company, one of whom shall be designated as Chairman of the Apprenticeship Committee. Company will not assume payment of any expense or lost time incurred by Union representatives of the Apprenticeship Committee.

109.2 The functions of the Apprenticeship Committee shall consist of matters relating to the entrance requirements of employees for apprenticeship training and the discussion and analysis of such subjects as methods of grading, related training, means of progression, etc. By agreement in writing, Company and Union may adopt programs or plans recommended by the Apprenticeship Committee. The development and administration of apprenticeship training programs shall continue to be the responsibility of Company.

TITLE 110. PREMIUM PAY

110.1 SHIFT DEFINITIONS

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

110.2 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 October 31 immediately prior, except as provided for in (c) below. The effective date of any change in shift premium shall be January 1. (Amended 1-1-09)

(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)

110.3 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.

110.4 NON-WORK TIME

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

110.5 PART-TIME EMPLOYEES

Shift premiums shall not be payable for work performed by part-time employees (as that term is defined in Section 106.6) who work less than eight hours per day.

110.6 DISCLAIMER

Nothing contained in Sections 110.1 to 110.5, inclusive, hereof shall be construed to modify or supersede any other provision of this Agreement with respect to hours of work, rates of pay, and working conditions.

110.7 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 110.2(a) of the Agreement. (Added 1-1-80)

110.8 RELIEF PREMIUM

Employees in relief classifications shall receive a premium equal to the appropriate rate of the designated classification plus $5.00 per week plus 8 times the hourly Sunday premium. (Added 1-1-91)

110.9 FIRE BRIGADE - STEAM AND NUCLEAR GENERATION

(a) Employees who are assigned to perform fire protection and/or hazardous material emergency response duties at any work location, including training, instructing, and qualifying, and response to fire and hazardous waste spill emergencies, shall receive the following premium pay, compensated to the one-quarter hour, in addition to any other pay:

(1) one time straight hourly rate of pay for time spent in actual fire response,

(2) one-half time the straight hourly rate of pay for time spent in hazardous material response,

(3) one-half time the straight hourly rate of pay for time spent in training, instructing, and qualifying.

(b) In the event there are more volunteers than needed, the individuals with the most seniority in the affected classifications shall be offered such assignments.

(c) In the event there are not a sufficient number of volunteers, the individuals with the least amount of seniority in the affected classifications shall be assigned such duty contingent upon meeting the applicable qualifications.

(Added 1-1-91)

TITLE 111. VACATIONS

111.1 DEFINITIONS

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

(b) **A Regular Employee** is an employee who has fulfilled the applicable requirements of Section 106.5 of this Agreement.

(c) **Earned Vacation Allowance** is the number of paid vacation hours which an employee has earned in the calendar year. The number of paid vacation hours will be determined by the straight-time hours worked in the calendar year and years of employment. An employee may not have more vacation hours than twice their annual accrual rate in their vacation account as of December 31. Excess vacation hours will be paid annually by the end of February beginning in February 2010, based on excess vacation as of December 31 of the prior year and will be paid at the current rate of pay. (Amended 1-1-09)

111.2 VACATION ALLOWANCE

(a) Employees in their first year of Service, accrue vacation on paid straight time hours at the rate of 80 hours per year. A regular employee shall be entitled to take vacation with pay accrued in accordance with the table in Subsection 111.2(b). (Amended 7-25-12)

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

EARNED ANNUAL VACATION	
SERVICE ANNIVERSARY YEAR	**NUMBER OF VACATION DAYS (HOURS) EARNED**
Up to 1 Year	1-10 days (0 to 80 hours)
1 – 4 Years	10 days / 80 hours
5 - 14 Years	15 days / 120 hours
15 – 20 Years	20 days / 160 hours
21 - 28 Years	25 days / 200 hours
29 or more Years	30 days / 240 hours

(Amended 1-1-09)

(c) (Deleted 1-1-91)

(d) (Deleted 1-1-91)

(e) (Deleted 1-1-91)

(f) (Deleted 1-1-91)

111.3 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 40 hours. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 111.2 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. (The provisions of this Section shall not apply to part-time or intermittent employees.) (Amended 7-25-12)

(b) In each of the first five calendar years following his/her employment date, an employee who has used 40 hours or less of paid or unpaid sick leave in the preceding year shall be entitled to 8 hours of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 111.2. An employee must complete one year of Service before becoming qualified for such hours. In the tenth calendar year following an employee's employment date and in each fifth calendar year thereafter, an employee who has used 200 hours or less of sick leave during the five preceding calendar years shall be entitled to 40 bonus hours of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 111.2. In determining the

number of sick hours used in computing 200 hours or less, no more than 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. 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 7-2512)

111.4 PART-TIME AND INTERMITTENT REGULAR EMPLOYEES

A regular part-time or intermittent employee shall earn an annual vacation allowance as determined in the foregoing Section 111.2, but such allowance will be based on the ratio of the total straight-time hours worked by the employee in a year to 2,080 hours. (Amended 1-1-91)

111.5 FORFEITURE OF VACATION

(a) An employee who is absent for 240 cumulative hours or more in any calendar year by reason of leave of absence or layoff without pay for any reason, or for 880 hours or more in any calendar year by reason of industrial disability, shall cease accruing vacation until the employee returns to work. 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 hours of vacation forfeited as herein determined. (Amended 1-1-09)

(b) If any absence is for less than 240 cumulative hours in duration because of leave of absence, or layoff without pay for any reason, or is for less than 880 hours in duration because of industrial disability, an employee shall be entitled to a full vacation as provided for in Section 111.2. (Amended 1-1-09)

(c) (Deleted 1-1-09)

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

111.6 VACATION ALLOWANCE WHEN LAID OFF FOR LACK OF WORK

An employee who has qualified for a vacation, and who is laid off for lack of work, shall be paid a vacation allowance under the provisions of Section 111.7. Thereafter if the employee returns to work and Service is not deemed to be broken under the provisions of Title 106, vacation shall be computed on the basis of Subsection 111.2(b). (Amended 1-1-09)

111.7 TERMINATION OF EMPLOYMENT

(a) Any employee who terminates Service with the Company for any reason shall be paid for all accrued vacation at the employee's most current rate of pay. (Amended 1-1-09)

(1) (Deleted 1-1-09)

(2) (Deleted 1-1-09)

(3) (Deleted 1-1-09)

(b) (Deleted 1-1-09)

111.8 HOLIDAYS DURING VACATION

If any of the holidays enumerated in Section 103.1 occurs during an employee's vacation it shall not be counted as one day of vacation. The employee shall receive pay for the holiday as such. If a holiday occurs on a non-workday in conjunction with an employee's vacation, the provisions of Section 103.6 shall be applicable. (Amended 1-1-84)

111.9 PAY COMPUTATION

(a) Except as otherwise provided in Subsections 111.9(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 the employee 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)

111.10 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

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

111.11 DEFERRED VACATION

(a) (Deleted 1-1-09)

(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)

111.12 STARTING DAY

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

111.13 SCHEDULING

(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) Regional or Department Employees Only

(1) Company shall schedule vacations throughout the calendar year and shall prepare the annual vacation schedule on the basis of the sign-up giving effect where possible to the selection of employees in order of their Service. An employee may schedule in increments of one day or more. (Amended 1-1-88)

(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 his/her annual vacation into two or more periods on a sign-up schedule and it is possible for Company to give effect thereto, such employee shall be given preferential consideration over other employees in his/her selection of only one of such periods until all other employees within the group have indicated their first choice of a vacation period. Where more than one employee in a headquarters or group desires to divide his/her vacation into two or more periods on a sign-up schedule, there shall be subsequent sign-ups as required for selection of open periods not filled by the previous sign-up. Sign-ups for additional periods shall be conducted in the same manner with the employee with the most Service having his/her choice of vacation periods not yet selected. In no event shall an employee be allowed more

than five vacation periods of less than one week during any calendar year, exclusive of situations where an employee elects to use such vacation time in combination with other authorized time off entitlement. (Amended 1-1-91)

(4) Company may schedule vacation by crews in the interest of economy and efficiency of operation, in which event the vacation period for each crew shall conform as nearly as practicable to the dates selected by a majority of the crew members in the sign-up provided for herein. When vacations are scheduled by crews a member of one crew may exchange a vacation period with a member of another crew in the same classification. (Amended 1-1-91)

(c) General Construction Employees

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

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

(3) If an employee elects to divide annual vacation into two or more periods on a sign-up schedule and it is practicable for Company to give effect thereto, such employee shall be given preferential consideration over other employees in the selection of only one of such periods. (Amended 1-1-91)

111.14 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. In those cases where an employee has not pointed out the error to his/her supervisor in writing before hand, 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 next year's vacation entitlement. (Amended 1-1-91)

111.15 VOLUNTARY VACATION TRANSFER

(a) 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)

(b) By local agreement between Company and Union, employees may voluntarily sell vacation and transfer the proceeds to an employee's spouse upon the employee's death or to an employee upon the death of his/her spouse, registered domestic partner or child for the purpose of relieving personal financial difficulties experienced as a result of the death. (Added 7-25-12)

111.16 UNANTICIPATED VACATION

Any combination of vacation hours, up to 16 per year, may be taken in increments of one hour or more, not to exceed six (6) consecutive hours at an employee's option. However, for employees in crew-based classifications and employees who work alone supervisory approval is required. (Added 1-1-00)

TITLE 112. SICK LEAVE

112.1 QUALIFICATION AND RATE OF COMPENSATION

After completing one year of Service and for each year of Service thereafter, a regular employee shall be allowed sick leave with pay for a total of 80 hours per calendar year. A regular part-time employee 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. Current sick leave will not be credited unless the employee first performs services in the new year. (Amended 1-1-09)

112.2 ACCUMULATION

A regular employee, in addition to the annual sick leave allowed under the provisions of Section 112.1, 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)

112.3 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.

112.4 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 112.3 shall, upon exhausting such additional sick leave as provided in Section 112.3, be allowed, if needed, an additional 160 hours in such calendar year. Once the employee has qualified for such additional allowance, such additional allowance shall be renewed in full on the first day of each succeeding calendar year.

112.5 (Deleted 1-1-09)

112.6 HOURLY INCREMENTS

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

112.7 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)

112.8 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 102.6. (Amended 1-1-88)

112.9 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 112.1, 112.2, 112.3, and 112.4. (Amended 1-1-91)

112.10 LIGHT WORK

(a) Except as provided in Section 108.2, 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) It is Company's policy in the administration of Subsection 112.10(a) above to assign employees who are permanently partially disabled to such light work as may be available within the employee's current classification. When making such assignments within the employee's classification, Company shall give consideration to whether or not the disability is industrially related, the employee's service, the operating requirements of the Bidding Area or Department, and the temporary assignments as provided in Section 108.2. For example, in the Electric Transmission and Distribution Department of the Divisions, Company will attempt to assign employees who can no longer meet the climbing requirement but who are otherwise qualified as journeymen to duties which require journeyman skills but do not require employees to climb on a regular basis. The foregoing shall not be interpreted to apply to more than one journeyman, including classifications higher thereto in the normal Line of Progression, in ten in any headquarters and shall be administered on the basis of service and qualifications. (Amended 1-1-91)

(c) Placement of Partially Disabled Employees: 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)

(d) 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 Sections 206.9 and 306.9. (Amended 1-1-91)

112.11 (Deleted 1-1-97)

112.12 (Deleted 1-1-97)

112.13 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)

112.14 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)

112.15 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.

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

(a) In any calendar year, a regular full time employee shall be permitted to use the employee's current available sick leave benefits, up to 40 hours in the calendar year, to attend to an illness of a child, parent, or spouse of the employee. A regular part-time employee may take up to one-half of their annual current sick leave hours allotment to attend to an illness of a child, parent or spouse of the employee. (Amended 1-1-09)

(b) In addition, in the calendar year in which a regular full time employees has qualified for additional sick leave under Section 112.3 and each succeeding calendar year it is renewed the employee shall be permitted to use up to 80 hours in the calendar year to attend to an illness of a

child, parent, spouse, or registered domestic partner of the employee. In the calendar year in which a regular full-time employee qualified for additional sick leave under Section 112.4 and each succeeding year it is renewed, the employee shall be permitted to use up to 160 hours in the calendar year to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee. A regular part-time employee who has qualified for additional sick leave under Sections 112.3 and 112.4 may take up to one-half of the additional sick leave hours awarded to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee. (Added 7-25-12)

(c) 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.

(d) 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 of a registered domestic partner or child to whom an employee stands in loco parentis. (Amended 7-25-12)

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

PART II

REGION OR GENERAL OFFICE DEPARTMENT EMPLOYEES

TITLE 200. APPLICATION

200.1 The provisions of Part II of this Agreement shall apply only to operation, maintenance and construction employees (including clerks in the offices of electric department foremen and technical clerks in steam and hydro generation) in classifications listed in Exhibit X – Wages – Applicable to all Regions, Divisions and Departments except General Construction in each of the Company's geographical Divisions and Regions and the

Gas System Maintenance & Technical Support/Gas System Operations,
Materials Distribution Department,
Telecommunications Department of General Office,
Building Department of General Office,
Gas Meter Repair Plant,
Electric Meter Repair Facility,
Steam Generation Department,
Hydro Generation Department,
Nuclear Power Generation Department, and
Accounting and Computer Operations Department

(Amended 1-1-09)

Whenever the words "employee" and "employees" are used in this Part, they shall, unless otherwise noted, be construed to refer only to employees described above for whom Union is the exclusive bargaining representative. Where the context of this Part II makes it reasonable to do so, reference to "Region" or "Division" or "Department" shall be construed to include and apply to the organizational units enumerated hereinabove. (Amended 1-1-88)

TITLE 201. EXPENSES

201.1 TEMPORARY ASSIGNMENTS

Employees who are temporarily assigned to work at such distance from their established headquarters that it is impracticable for them to return thereto, or to their regular place of abode, shall for the duration of such assignment be allowed actual personal expenses for board and lodging and for other incidental items of expense approved in advance of the assignment, provided that they board and lodge at places designated by Company. The time spent by such employees in traveling to their temporary headquarters or their temporary place of abode at the beginning of a temporary assignment and from it at its conclusion and any expense incurred therein shall be paid by Company.

201.2 NON-WORKDAYS - EXPENSES

(a) If on their non-workdays any such employees remain at such designated places, their expenses for board and lodging on such days shall be paid by Company, but if they go elsewhere for their personal convenience, Company shall not reimburse them for any expense they incur thereby. If any such employees return to their homes for their non-workdays, including any holiday which immediately precedes or follows their non-workdays, Company at its option shall:

(1) allow them for transportation the equivalent of any savings it realizes in their board and lodging costs, or

(2) provide round trip transportation by Company vehicle between their temporary headquarters and their regular headquarters and pay them travel time in each direction, such travel time to be considered as time worked.

In the event that such employees board and lodge at a Company boardinghouse the allowance which may be made by reason of the savings in board and lodging costs will be based on the established charge to the employees who temporarily board and lodge at such boardinghouse.

(b) In lieu of (1) and (2) in Subsection (a) hereof and when such temporary assignment extends beyond the second consecutive workweek, except at the conclusion of such assignment, an employee may, in any succeeding workweek in which he/she does not work on a non-workday, elect to provide his/her own transportation between temporary headquarters and regular headquarters or place of abode, in which event Company shall give an allowance for actual time spent in travel time between such locations exclusive of stopovers. Such allowance shall be computed at the straight rate of pay of the employee's classification at the temporary headquarters. In addition, the employee shall be allowed transportation expense at the minimum common carrier rate. (Amended 1-1-91)

201.3 LUNCH EXPENSE

(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 or shop 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)

201.4 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 or the result of the employee's bid for a job. (Amended 1-1-91)

201.5 TELEPHONE EXPENSES

Whenever Company requires an employee to install and maintain a telephone in his/her home the expense thereof shall be borne by Company. (Amended 1-1-91)

201.6 PERSONAL VEHICLE

An employee who is authorized by Company to use his/her personal vehicle in connection with his/her duties shall be entitled the maximum non-taxable vehicle mileage allowance allowed by the I.R.S., except that an employee covered under Standard Practice 552.3 will receive reimbursement as provided therein. However, the application of the DMA shall not be reduced without agreement with Union. (Amended 1-1-00)

GENERAL PROVISIONS FOR EMPLOYEES ATTENDING COMPANY TRAINING CLASSES

The provisions of Sections 201.1, 201.2, 202.4, and 202.23 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 201.7 through 201.12 shall apply: (Amended 1-1-91)

201.7 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 time will be considered as time worked and paid at the appropriate rate of pay. Transportation between living quarters and the training location shall be in accordance with the provisions of Section 201.9. (Amended 1-1-09)

201.8 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 board and lodging, or, at its option, provide such employee with lodging and reimburse the employee for the reasonable cost for meals. With the advance approval of the supervisor in charge of the training classes, local transportation expense and other incidental expenses shall be paid by Company. (Amended 1-1-91)

(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 time will be considered as time worked and paid at the appropriate rate of pay using 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 provisions of Section 201.9. (Amended 7-25-12)

(c) If on an employee's non-workdays an employee remains at the training location, the employee's board and lodging on such days shall be provided by Company, or if Company does not provide board on such days, it shall authorize the employee to obtain such meals elsewhere and reimburse the employee for the reasonable costs incurred in obtaining such meals. (Amended 1-1-91)

(d) If an employee elects not to utilize Company-designated board and lodging on his/her non-workdays, including any holiday which immediately precedes or follows his/her non-workdays, Company shall allow him/her 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 201.9(a). If such employee is scheduled to attend the training class for three consecutive weeks or more, transportation allowances under the provisions of Subsections 201.9(a), (b), or (c) will apply, commencing with the second weekend and every weekend thereafter for the duration of such scheduled attendance. (Amended 1-1-88)

201.9 TRANSPORTATION OPTIONS

In arranging transportation under the provisions of Section 201.7, and Subsections 201.8(b) and 201.8(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.

201.10 COMMON CARRIER

An employee who does not utilize the arrangements determined by Company under the provisions of Sections 201.7, 201.8(a) or 201.9 shall be reimbursed for travel expense at the minimum common carrier fare or its equivalent.

201.11 PERSONAL AUTOMOBILE

The provisions of Section 201.6 shall apply when an employee is authorized to use his/her personal vehicle as a means of transportation under the provisions of Subsection 201.9(b). (Amended 1-1-91)

201.12 HOURS IN TRAINING SCHOOLS

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. (Amended 1-1-91)

201.13 ENABLING CLAUSE

By written agreement between Company and Union, special provisions may be substituted for the provisions of Section 201.7 through Section 201.12, inclusive.

201.14 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. (Added 1-1-80)

TITLE 202. HOURS

202.1 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 the 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 for more or less than eight hours per day, but in any such event the basic workweek shall continue to be as herein defined.

202.2 BASIC WORKWEEK DESCRIBED

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

202.3 WORKWEEK CHANGES - PAYROLL PERIOD

In changing an employee's workweek, and in changing the days in an employee's basic workweek, Company shall, if possible, make any such change in a manner which will result in the employee having ten workdays at the straight rate of pay in the payroll period involved in the change.

202.4 HOURS - GENERAL RULE

In general, and except as otherwise provided herein, the regular hours of work shall be from 8 a.m. to 12 o'clock noon and from 12:30 p.m. to 4:30 p.m., or from 8 a.m. to 12 o'clock noon and from 1 p.m. to 5 p.m.; provided, however, that the regular lunch period may be advanced or delayed one hour or less for any of the following reasons, namely, (a) when work which must necessarily be performed on facilities serving a customer of Company can most conveniently be performed during such customer's lunch period; (b) when work must necessarily be performed by reason of an interruption to utility service or other emergency having occurred; (c) when work must necessarily be performed to eliminate a hazard to life or property; (d) when the Company foreman or other supervisor and the employees involved mutually establish a different lunch period or agree to a temporary change in the regular lunch period; or (e) when prearranged or emergency overtime work starting after 6:00 a.m. and before 7:00 a.m. results in advancing the lunch period to provide for the meal to be eaten no more than five hours after work began. A change in lunch period for any of the foregoing reasons shall not be deemed to require the payment of overtime except that if the regular lunch period is advanced or delayed for more than one hour for any of the reasons herein listed (a), (b), and (c), the employees involved shall be paid at the overtime rate for work performed in the regular lunch period and may eat their lunch on Company time. (Amended 1-1-88)

202.5 HOURS - SPECIAL CASES

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

(b) **Steam Generation Maintenance:** In addition to the days of work outlined in Section 202.2 above, employees engaged in Steam Maintenance may be regularly scheduled to

workdays other than Monday through Friday. Thirty days prior to the establishment of basic workweeks other than as provided in Section 202.2 at any plant or group of plants, Company will notify Union of its plans and the means by which Company's needs with respect to proper operation and maintenance of the plant will be met. Such means will be within the conditions already contained in this Agreement or Interpretations or Clarifications previously negotiated between the parties. For the purposes of this Section an employee who is presently a non-traveler and volunteers on a 10-4 schedule shall retain non-traveling status if the employee returns to a 5-2 schedule at the headquarters at which such employee held non-traveling status. (Amended 1-1-84)

(c) Employees in the Pipe Line Operations Department who are engaged in maintenance work on pipe lines and in compressor stations may be excepted from the provisions of Sections 202.2 and 202.4.

202.6 SHIFT EMPLOYEE DEFINED

When by reason of the nature of the operation of a plant or other property of Company one or more eight hour watches must be maintained therein, an employee who is assigned to duty on any of such watches shall, for the purpose of this Agreement, be known as a shift employee. Attached hereto, marked Exhibit III, and made a part hereof is a list of the classifications which come within the foregoing definition of shift employee.

202.7 SERVICE EMPLOYEE DEFINED

An employee who is assigned to work which directly relates to the rendering of utility service to Company's customers including work on the facilities of such service, shall be known as a service employee. Attached hereto, marked Exhibit IV, and made a part hereof is a list of the classifications which come within the foregoing definition of service employee.

202.8 WORKWEEK AND HOURS - SHIFT AND SERVICE EMPLOYEES

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

(b) When an employee whose regular work hours are 8:00 a.m. to 4:30 p.m. with half-hour for lunch is upgraded to replace a service employee whose regular work hours are either 8:00 a.m. to 5:00 p.m. or 8:30 a.m. to 5:00 p.m., the upgraded employee will work a schedule of 8:00 a.m. to 4:30 p.m. during the first workweek involved in such upgrade. If such employee is needed after 4:30 p.m. during such first workweek, the employee will, nonetheless, work between 12:30 p.m. and 1:00 p.m. and be paid at the overtime rate for all time worked after 4:30 p.m. During succeeding workweeks, the upgraded employee will work the scheduled hours of the service employee whom such upgraded employee is relieving. (Amended 1-1-91)

(c) When an employee whose regular work hours are 8:00 a.m. to 4:30 p.m. is temporarily upgraded to provide extra help in a service classification, such employee shall normally retain his/her regular work hours and status as a "Day Employee." If, however, additional temporary help is needed during hours other than 8:00 a.m. to 4:30 p.m., a temporary schedule may be established by agreement between Company and Union under the provisions of Subsection (a) hereof. Such agreement shall provide whether or not the work periods involved will rotate among all the service employees in the appropriate classifications at the headquarters involved. (Amended 1-1-91)

202.9 HOURS - SHIFT AND SERVICE

The workday of service employees who report for their day's work between 12 o'clock noon and 1:00 a.m. inclusive, and the workday of shift employees shall consist of eight consecutive hours.

202.10 RESIDENT EMPLOYEE DEFINED

Employees who are employed in the classifications of Station Attendant, Water Facilities Maintenanceman,
and in similar classifications shall be known as resident employees. Attached hereto, marked Exhibit V, and made a part hereof is a list of the classifications which come within the foregoing definition of resident employee. (Amended 1-1-80)

202.11 WORKWEEK AND HOURS - RESIDENT

The workweek of resident employees shall be regularly scheduled and may start on any day of the week and at any hour of the day, and the hours of work of such employees shall be regularly scheduled; provided, however, that nothing contained in this Agreement shall be construed to limit the right of Company to establish a basic workweek for resident employees other than as provided in Section 202.2 hereof, and to establish hours of work for such employees other than as provided in Section 202.4.

202.12 RELIEF RESIDENT CONDITIONS

When employees who relieve resident employees are required to spend time traveling from station to station, and between any station and their headquarters on their workdays such travel time shall be considered as hours worked, and any time spent by such employees in so traveling on their non-workdays shall be considered as overtime. In connection with such travel they shall be entitled to a vehicle mileage allowance at the mileage rates which Company may establish from time to time.

202.13 MILEAGE

From time to time Company may fix a maximum allowance which shall be paid to a resident employee who uses his/her personal vehicle in connection with his/her duties. Such maximum allowance shall be based on the average number of miles traveled by the resident employee per month in the performance of his/her work. On request of Union, Company shall provide it with the details of the computation of any such maximum allowance. (Amended 1-1-91)

202.14 HOURS - BOARDING HOUSE EMPLOYEES

Notwithstanding the provisions of Section 202.4, the eight regular hours of work of employees who are employed in boarding houses may be spread over a period of not more than 13 hours each day.

202.15 HOURS AND WORKWEEKS - GENERAL SERVICES

Nothing contained in this Agreement shall be construed to limit the right of Company to establish a basic workweek other than as provided in Section 202.2 hereof, or to establish hours of work other than as provided in Section 202.4 hereof, for employees assigned to work which cannot conveniently or practicably be performed at the times established by said Sections. The foregoing reservation shall be deemed to apply to such employees as janitors, warehouse, shop and garage employees. (Amended 1-1-80)

202.16 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.

202.17 CHANGE OF HOURS - FIRST FOUR DAYS

(a) Company may schedule employees to work for periods of eight hours at other than their regular work hours when additional shifts are required in any of the following situations:

(1) Emergency condition involving the maintenance, construction, or repair of plant or station equipment;

(2) Installation of new or additional facilities of such character that work thereon cannot be completed during regular work hours or must be continuous until completed;

(3) Conditions involving the need for the extended utilization of pipe-wrapping and meter shop facilities and work involving cleaning debris from the water intake of hydro or power plants where extra precautionary measures are required to protect such property;

(4) Conditions which require the manning of a plant or station which is normally unattended or is to be unattended upon completion.

(b) Company shall pay overtime compensation for all work performed outside of regular work hours for the first four workdays of any such situation. On the fifth workday, provided that such day falls on an employee's regularly scheduled workday, and thereafter for the duration of any such situation, Company shall pay the straight rate of pay for work performed on workdays during the hours of work established under this Section. If any such situation extends beyond four workweeks, Company and Union may agree to rotate the assignment of employees thereto, but in such event the

overtime compensation herein provided for will not be paid to any employee for more than the first four workday period worked outside of regular work hours.

(c) If an additional work period is established under this Section which would require an employee to work beyond 3:00 a.m., the employee on such work period shall be allowed to eat on Company time approximately four hours after the starting time of the work period.

(d) This Section shall apply only to employees whose regular work hours are between 7:00 a.m. and 6:00 p.m., except as provided in Section A(2) of the 202.17 Clarification. (Entire Section Amended 1-1-80)

202.18 RETURN TO REGULAR HOURS

When an employee resumes the regular schedule of work hours after discontinuance of a change made as provided in Section 202.17 hereof, the employee shall be compensated at the straight rate of pay for work performed during such employee's regular work hours on the first such workday, provided that at least eight hours has elapsed between completion of work on the former shift and reporting for work on the employee's regular schedule of work hours. If not, such employee shall be entitled to a rest period of eight consecutive hours following dismissal from work. However, the employee may nonetheless be required to report for work at any time during the first day of such change. The employee's rate of pay on such first workday shall be determined in accordance with the provisions of Section 208.11 as though the employee had qualified for a "rest period" under such Section. (Amended 1-1-91)

202.19 REGULAR HEADQUARTERS

Except as provided in Sections 202.20 to 202.23, inclusive, an employee shall report to a Company headquarters to which the employee has been regularly assigned and shall return thereto at the conclusion of the day's work. The time spent in traveling between such headquarters and the job site shall be considered as time worked. (Amended 1-1-91)

202.20 PRE-JULY 1962 EXCEPTIONS

Section 202.19 shall not apply in any area in which on June 30, 1962, it is the established practice to require employees to report for work at other than regularly established Company headquarters.

202.21 REMOTE REPORTING

(a) When the Company determines a need for employees to report for work at other than their regularly established assigned headquarters, such employees, while assigned to such temporary assembly sites, shall report at the beginning of the workday and return thereto at the conclusion of the workday.

(b) An assembly site is defined as a temporary reporting location for employees assigned under this Section.

Each employee who volunteers and is assigned to an assembly site shall receive an expense allowance which includes: 1) any additional parking fee and bridge tolls incurred, and 2) if the assembly site located from the headquarters is:

YEAR	(i) less than 15 miles	(ii) more than 15 miles
2012	$23.75	$33.25
2013	24.50	34.25
2014	25.25	35.25

Such allowance shall be increased on each January 1 thereafter by the same percentage as the average hourly rate for Regional Physical employees is increased and rounded to the nearest 25 cents. (Amended 1-1-09)

(d) If in the opinion of Company or Union Section 202.21 and its "application" paragraphs are not working as intended by the parties, either party may reopen the Agreement with respect to such Section and its "application" provisions. In such case, it is the intent that Company and Union meet and agree on those measures required to correct identified Job Siting problem areas.

In the event there is an ongoing problem with staffing at an assembly site, local Company and Union representatives will meet to ascertain what the problem may be and attempt to resolve it.

Application

1. This shall include Gas and Electric T&D Crews and any other Department as agreed to in writing by the Union Business Manager and the Director of Labor Relations. (Amended 1-1-09)

2. Job Siting may be used for any combination of New Business, Reconstruction or Maintenance jobs.

3. Job Siting shall apply only to job locations within the service area of the headquarters assigning the work. In the event insufficient volunteers are obtained under the provisions of paragraph 4 below, volunteers from adjacent service areas may then be used.

4. A volunteer sign-up list will be posted in the headquarters no less than three workdays prior to the establishment of a temporary assembly site. The sign-up sheet shall include the location of the reporting site, the classifications required and an estimate of the work period involved.

5. Section 202.19 (Regular Headquarters) of the Agreement shall not apply to any employee who volunteers and is appointed to report directly to an assembly site.

6. A system of rotating remote reporting assignments shall be established and reduced to writing in each department in a headquarters. If a system cannot be agreed upon, it will be resolved pursuant to Subsection 202.21(d) of the Physical Agreement.

7. If a volunteer employee requests to be removed from the assembly site for cause, the employee shall be reassigned to the regular assigned headquarters. If an employee requests to be removed and a qualified volunteer is available, no cause is needed.

8. Company shall provide for safe storage of an employee's tools.

9. All Titles and Sections of the Agreement shall apply as if the employee were still at the employee's regular assigned headquarters, except as provided below:

(i) Section 202.19 as provided for in paragraph 5 above;

(ii) Section 205.3 for temporary upgrades at the employee's regular assigned headquarters lasting less than one week;

(iii) Overtime assignments at the employee's regular assigned headquarters which are an extension at either end of the regular workday;

(iv) Other overtime assignments where the employee's personal tools are stored at the assembly site. Company will provide appropriate bags for employees who volunteer to transport such tools to and from their homes. (Entire Section Amended 1-1-88)

202.22 TEMPORARY HEADQUARTERS

Section 202.19 hereof shall not apply to employees temporarily engaged in work at locations which qualify them for the expense allowance provided for in Section 201.1 hereof. Such employees, while assigned in such location, shall report to a designated work headquarters and shall travel to and from such established headquarters and the place where board and lodging are furnished up to 15 minutes each way on their own time. Such travel time which is in excess of 15 minutes each way shall be considered as time worked. Transportation between the location where the employees board and lodge and such designated headquarters shall be arranged for by Company.

202.23 TEMPORARY HEADQUARTERS - COMMUTING

Section 202.19 hereof shall not apply to an employee who has been temporarily assigned to work at a regularly established Company headquarters other than his/her regularly assigned work headquarters and who, by voluntary arrangement approved by the Company supervisor in charge, reports directly to such temporary headquarters. Under the provisions of this Section, travel to and from an employee's home and such temporary headquarters shall be considered as time worked. The provisions of Section 201.6 shall apply to the use of an employee's personal vehicle. (Amended 1-1-91)

202.24 EXCHANGE OF SHIFTS

Shift or service employees within the same classification may exchange shifts or work periods provided that any such exchange takes place within the respective workweeks of the employees involved and does not require the payment of overtime compensation, and provided, further, that employees within the same classification and work group whose schedules are

established under the provisions of Sections 202.5, 202.11 or 202.15 may exchange workdays and/or work hours when the supervisor in charge gives approval thereto. (Amended 1-1-91)

TITLE 203. INCLEMENT WEATHER PRACTICE

203.1 Regular employees who report for work on a workday, but are not required to work in the field because of inclement weather or other similar cause, shall receive pay for the full day. During such day they may be held pending emergency calls, and may be given first aid, safety or other instruction, or may be required to perform miscellaneous work in the yard, warehouse, or in any other sheltered location.

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

203.3 If an employee, who is assigned to dual classifications on either a regular basis or a temporary basis, other than a time card basis, and who works in such dual classifications on a recurring schedule determined in advance, is not required to work by reason of inclement weather, inclement weather pay under the provisions of Sections 203.1 and 203.2 shall be based on the rates of pay which would have been applicable had the employee continued to work as scheduled. (Amended 1-1-91)

203.4 If an employee, who is assigned to dual classifications on either a regular basis or a temporary basis other than a time card basis, but does not work on a predetermined recurring schedule, is not required to work by reason of inclement weather the employee's inclement weather pay shall be based on the rate of pay for the classification worked on the workday next preceding the day of absence except, however, if the classification in which the employee would have been required to work was determined in advance, inclement weather pay shall be based on the rate of pay of such classification. (Amended 1-1-91)

203.5 The inclement weather 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)

203.6 The inclement weather pay of an employee, who is temporarily upgraded other than on a time card basis, shall be based on the rate of pay of the job to which the employee is temporarily upgraded. (Amended 1-1-91)

TITLE 204. WAGES AND CLASSIFICATIONS

204.1 PAYDAY

(a) Wages shall be paid at biweekly intervals on Fridays for a two weeks' 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 or regular pay available to all employees. (Added 1-1-91)

204.2 WAGES - DUAL AND PROGRESSION

(a) (Deleted 1-1-97)

(b) 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)

(c) 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 108.1 or for an illness or disability and is receiving sick leave with pay as provided for in Section 112.1, will be delayed by the period in excess of 25 consecutive workdays.

(d) (Deleted 1-1-97)

204.3 TEMPORARY UPGRADE

When an employee is temporarily assigned to work in a classification higher than his/her regular classification such employee shall be paid for the time worked in the higher classification at the rate therefore, provided that such time worked is not less than two hours during the day. Such time worked may be accumulated over an eight hour period by intervals of not less than one-half hour. (Amended 1-1-91)

204.4 NEW CLASSIFICATIONS AND WAGE RATES

(a) When Company wishes to establish temporary classifications and wages or temporarily modifies job content for the purpose of improving efficiency of operations, Company will give Union 30 days written notice of its intention to conduct any such efficiency experiment. Upon request from Union, the parties will meet and confer during the 30-day period before implementation, thereby giving Union an opportunity to familiarize itself with the experiment. The duration of any such efficiency experiment will not exceed six months without Union's concurrence. Company will, on a weekly basis, provide Union with all data compiled or derived from such experimentation. Based on such experimentation, Company and Union may then establish permanent classifications and wages or permanently modify job content in accordance with Subsection (b) below.

(b) Upon the written request of one party to the other, the parties agree to open discussions during the term of the Agreement to discuss additional classifications, wages therefore, and normal Lines of Progression. Upon agreement thereon by Company and Union, such changes may be implemented. (Amended 1-1-91)

204.5 WAGE RATE ON UPGRADE OR PROMOTION

Except as provided in Subsection 204.6(a) and 204.7, an employee who is regularly or temporarily 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) the wage step in the higher classification determined by the time previously accumulated in such higher classification, as provided for in Subsection 204.2(b), or

(c) the top rate of pay of such higher classification if the employee has previously been demoted or displaced, pursuant to Title 206, from a classification having a higher wage rate than the classification to which the employee is assigned. (Amended 1-1-91)

204.6 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 Subsection 204.2(b). (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 Clerical 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)

204.7 APPRENTICE WAGE RATES

(a) In each instance, except as provided in Subsection (b), when an employee is appointed to fill a vacancy in an apprentice classification for the first time, such employee shall be placed at the beginning rate in such apprentice classification.

(b) Based on Company and Union written agreement and the employee's current knowledge, skill, efficiency, adaptability and physical ability which relate directly to prior performance of journeyman duties and which supplant need for training in an apprenticeship, the employee may be placed in a wage step above the beginning rate. (Added 1-1-80)

TITLE 205. JOB BIDDING, PROMOTION AND TRANSFER

205.1 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 205.5(b), and Section 205.7 for an appointment to fill a vacancy, and that Company shall endeavor to expedite the filling of job vacancies. (Amended 1-1-88)

(b) In filling vacancies in classifications described in Section 200.1, Company shall observe the above-stated purpose and intent in applying the provisions of this Title and the related provisions of Title 206, "Demotion and Layoff Procedure." Any alleged arbitrary or discriminatory disregard of this policy shall be subject to review under the grievance procedure. (Amended 1-1-88)

(c) 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)

205.2 PROBATIONARY EMPLOYEES

A probationary employee shall not be entitled to consideration under the provisions of this Title or Title 206.

205.3 FILLING TEMPORARY VACANCIES

(a) Whenever a vacancy occurs in any job classification, Company may temporarily fill it by assignment. In making temporary assignments to fill job vacancies, Company shall first consider employees in Relief classifications, and then, when practicable, consider the employees at the headquarters in which the job vacancy exists in the order of their preferential consideration under Section 205.7. The foregoing shall apply whether or not the vacancy is one which must be filled on a regular basis.

(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 temporary headquarters shall be offered the vacancy. (Amended 1-1-91)

(c) Except in limited circumstances where the requirement is justified, temporary vacancies shall only be filled by employees who have qualified for such promotion in the same manner as would be required if the employee were to fill the job vacancy on a permanent basis. (Amended 1-1-88)

205.4 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 80 prebids and transfers. This maximum will not apply to employees subject to the provisions of Title 206.1 (Amended 7-25-12)

(a) **Eligibility:** To be valid, an employee's prebid must be entitled to preferential consideration under the provisions of Section 205.7. A list of existing classifications by headquarters with appropriate prebid numbers is available online from the Company's Human Resources web site. (Amended 1-1-09)

(b) **Forms**: Prebids must be submitted electronically through PG&E@Work For Me (from the Company's intranet or the Internet). (Amended 1-1-09)

(c) (Deleted 1-1-09)

(d) **Timeliness**: Company shall not consider any prebid which was received by Company on or after the control date which is the date the fully authorized job vacancy report was received by the Centralized Job Bidding Team (CJBT) to fill a job vacancy in the classification and headquarters on which the prebid was made. Only those prebids valid prior to the control date on the job vacancy report will be considered to fill such vacancy. Subsequent prebids may be considered only after that list has been exhausted. After two lists have been exhausted, Company may fill the job at its discretion under the provisions of Section 205.13. (Amended 1-1-09)

(e) **Date of Receipt**: The date of receipt will be the date received by the CJBT. (Amended 1-1-09)

(f) **Acknowledgment**: Company will acknowledge receipt of all prebids within 15 calendar days from the date of receipt and without rejecting the prebid notify the employee 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 electronically from the About Me tab in PG&E@Work For Me (from the Company's intranet or the Internet). (Amended 1-1-09)

(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) Immediately upon the employee's declining an appointment to the classification and headquarters on which the prebid was submitted, (Amended 1-1-09)

(3) Immediately after any employee's change of headquarters, classification, or position (Amended 7-25-12)

(4) (Deleted 1-1-09)

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

(6) upon receipt of authorization from the CJBT to cancel prebids because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 206.9, with notification to the employee by the CJBT of such cancellation. In the latter cases, the employee's prebid will be given the appropriate 205.7 consideration for 15 calendar days from the time the CJBT notifies employee of such cancellation. (Amended 1-1-09)

(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 after two lists have been exhausted, Company may fill the vacancy at its discretion under the provisions of Section 205.13. (Amended 7-25-12)

(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 10-1-03)

205.5 FILLING BEGINNER'S CLASSIFICATIONS

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 206.9.

(b) Priority 1 vacancies as defined in Exhibit VII shall be filled by employees entitled to consideration pursuant to Title 600. When a vacancy occurs and a Priority 1 Transfer is on file, awards shall be made under 205.7(b) to employees with at least one of year service, giving consideration to the employee with the greatest Service on a system-wide basis. If a Priority 1 award is not made, the vacancy shall be filled as provided for in (c) or (d) below. When a Priority 1 classification is newly established at a headquarters, Company shall post the vacancy as provided by 205.4(h). (Priority 1 status transfer.) (Amended 10-1-03)

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

(c) Company shall make unrestricted appointments in filling one-half of the vacancies in beginner's classifications. (Amended 1-1-91)

(d) In making appointments to fill the remaining one-half of the vacancies in beginner's classifications in each Line of Progression in a given headquarters, Company shall give preferential consideration to regular physical and clerical employees 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 position, 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 10-1-03)

(1) To such physical and clerical employees 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 205.5(c) exceeds transfers.

All transfer requests must be submitted electronically through PG&E@Work For Me (from the Company's intranet or the Internet). In no event shall the Company consider any transfer application which was received by the Centralized Job Bidding Team (CJBT) on or after the established control date. The control date is first established on the date the fully authorized personnel requisition is received by the CJBT 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 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 1-1-09)

(e) Company shall acknowledge receipt of all transfer applications within 15 calendar days from date of receipt and, without rejecting such applications, notify the employee via e-mail 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 electronically from the About Me tab in PG&E@Work For Me (from the Company's intranet or the Internet). (Amended 1-1-09)

(f) 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, personal identification number, employment date and classification. (Amended 1-1-09)

(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.

(g) Attached hereto, made a part hereof and marked Exhibit VII, is a list of such beginner's classifications. (Entire Section Amended 1-1-84)

(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) Immediately upon the employee's declining an appointment to the classification and headquarters on which the transfer was submitted, (Amended 1-1-09)

(3) Immediately after any employee's change of headquarters**,** classification, or position. (Amended 7-25-12***)***

(4) (Deleted 1-1-09)

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

(6) Upon receipt of authorization from the CJBT to cancel transfers because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 206.9 with notification to the employee by the CJBT 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 1-1-09)

(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 10-1-03)

205.6 POSTBIDDING PROCEDURE (Deleted 1-1-88)

205.6 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 canceled. 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 205.13; and

(b) An employee who after declining a bona fide offer to a vacancy at a given headquarters attains preferential bidding rights under Title 206 shall not be subject to the provisions of this Section. (Amended 1-1-91)

(c) Employees bidding to System Operator classifications. (Added 1-1-91)

205.7 SEQUENCE OF CONSIDERATION

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

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

(b) Bids made by regular full-time employees in the Bidding Unit in which the vacancy exists who are:

in the same classification as that in which the job vacancy exists, or

- in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or

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

(c) Bids made by regular employees who are:

- in the same classification as that in which the job vacancy exists, or

- in classifications which are higher thereto in the Lines of Progression as shown in Title 600, or

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

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

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

205.8 (Deleted 1-1-88)

205.9 PREFERENCE BY LENGTH OF SERVICE

(a) When employees in the same preferential sequence as provided in Section 205.7 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 regular 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; (Amended 7-25-12)

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

(3) (Deleted 7-25-12)

(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 206, the parties may agree to a process different than the above. (Added 10-1-03)

205.10 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)

205.11 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 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)

205.12 DESCRIPTION OF EXHIBITS VIII and IX

(a) Attached hereto, made a part hereof, and marked Exhibit VIII, is a list entitled "Job Comparisons" in which are listed certain classifications in General Construction, and opposite each, the classification in the Region or General Office Department which is deemed the same as the former for the purpose of Section 205.7. (Amended 1-1-88)

(b) Attached hereto, made a part hereof, and marked Exhibit IX, is a list of "Classifications" in the different departments which are considered as the same for the purposes of Sections 205.7 and 206.4. (Amended 1-1-88)

(c) Upon written agreement thereon by Company and Union, additions, deletions or any other change may be made or substituted to the following exhibits:

Exhibit VII - Beginner's Classification

Exhibit VIII - Job Comparisons

Exhibit IX - Same Classifications

205.13 APPOINTMENT TO UNBID VACANCY

(a) If Company does not within the time provided in Section 205.4 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 205.11 hereof, it may in its discretion make a final appointment to such job. (Amended 1-1-88)

(b) When an apprentice or a journeyman classification is to be filled, the negotiated Qualifying Examination shall be given to employees, applicants, or new hires entering the classification. In the absence of a Journeyman Qualifying Examination, the appropriate Apprenticeship or Training Qualifying Examination shall be given. (Added 1-1-88)

(c) When a journeyman classification is to be filled, employees in provisional classifications will not be considered qualified bidders for the journeyman classifications until having successfully completed their agreed-to Joint Apprentice Training Plan. (Added 7-25-12)

205.14 WORKING FOREMAN OR LEAD CLASSIFICATIONS

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

(b) In making an appointment to fill a vacancy in a classification in which an employee must exercise supervisory duties, Company, notwithstanding the provisions of Section 205.7, shall give preferential consideration to the bids submitted by employees who have a combined total of one year or more of experience in the journeyman classification or classifications higher thereto in the normal Line of Progression.

205.15 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 205.7, Company shall notify Union of the decision prior to such appointment. Notifications will be limited to bypasses for reasons other than 1) lack of minimum qualifications and 2) wrong Line of Progression. (Amended 7-25-12)

205.16 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.

205.17 APPOINTMENT DUE TO URGENT NECESSITY

Notwithstanding anything contained in the foregoing provisions of 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 XIII - 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 such vacancy. (Amended 1-1-94)

205.18 EXCHANGE OF HEADQUARTERS

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

205.19 ENABLING CLAUSE

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

205.20 POSTING OF JOB AWARDS

(a) (Deleted 1-1-88)

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)

205.21 TOP RATE OF PAY OF THE NEXT LOWER CLASSIFICATION

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

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

Where a clerical classification is among a group of classifications listed in Exhibit VI as "next lower" in a physical Line of Progression, the physical classification with the lowest maximum wage rate shall prevail in determining the amount of time required to be worked in such listed "next lower classifications." (Amended 1-1-88)

205.22 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 205 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.

An employee in General Construction, other than an employee in a journeyman classification in the same Line of Progression as that in which the vacancy exists, must pass the appropriate agreed-to apprentice entrance tests, as designated in Paragraph A of the Master Apprentice Agreement before the employee's bid to fill a vacancy in an apprentice or a journeyman classification will be considered. The employee shall be entitled to retest following failure on the same schedule as a Region or General Office Department employee. (Amended 1-1-88)

TITLE 206. DEMOTION AND LAY OFF PROCEDURE

206.1 GENERAL RULES (REGULAR EMPLOYEES)

The provisions of Title 206 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 205, have their bids to fill vacancies, in the normal Line of Progression, considered under the provisions of Section 206.9. Subsection 206.1(b) through Section 206.14 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 106.3 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 the Title 600 and Exhibit IX - "Same Classifications" 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 206 is to be implemented, all part-time employees shall be affected prior to regular full-time employees. (Added 1-1-91)

206.2 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 206.3 through 206.7 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) 206.3 to immediate next lower classification; 2) regular sequence of consideration of 206.4 to Area, then Unit, then System; 3) 206.5 to Area and then Unit; 4) 206.6 to Area, then Unit, then System; and 5) 206.7 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)

206.3 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 206.4 or Section 206.5, as the case may be. If successive demotions must be made, the same procedure shall apply at each step until the employee is either placed in another job or 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)

206.4 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 206.3 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 1-1-91)

(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 206.3 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)

(Deleted 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 206.3 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 1-1-91)

(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 206.3, 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 206, the three year service requirement under Sections 206.4 and 206.6 will be waived. (Added 1-1-00)

206.5 ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION

(a) If an employee cannot effect a demotion or displacement in accordance with Section 206.3 and, if in addition, such employee does not for any reason effect an election in accordance with Section 206.4, 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 1-1-91)

(b) If an employee cannot effect a demotion or displacement in accordance with Section 206.5(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. (Amended 1-1-97)

206.6 BUMPING EMPLOYEE IN BEGINNER'S JOB

(a) If the Company cannot effect a demotion or displacement of an employee in accordance with Section 206.3 and, if in addition, such employee does not for any reason effect an election in accordance with Section 206.4 or 206.5, 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)

206.7 LAYOFF

(a) An employee can elect layoff in lieu of exercising options under 206.3, 206.4, 206.5 or 206.6. Further, an employee who does not effect a displacement under any of the elections in Section 206.3, 206.4, 206.5, and 206.6, 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 206.1 through 206.6, thereby reducing the number of employees affected. Such employee shall have preferential rehire rights as provided under Section 206.13. This option for layoff is restricted to employees in impacted classifications and headquarters. (Added 1-1-00)

206.8 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 and 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)

206.9 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 206.13 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)

206.10 DEMOTION INTO 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 1-1-91)

(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 206.1(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 January 1, 1991 or thereafter. (Added 1-1-91)

206.11 NOTICE OF LAYOFF

When it becomes necessary for Company to lay off employees because of lack of work Company shall give employees involved as much 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 employees who are employed on a probationary basis. (Amended 1-1-88)

206.12 ENABLER

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

206.13 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 Part II Bidding Unit(s) and/or Part III Promotion-Demotion Geographical Area(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 of 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 205.7 (a) through (d) or Section 305.5 of this Agreement, or;

(iii) part-time position that is not filled pursuant to the provisions of Section 205.5 (a), (b) or (d) 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 and 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 205.5 will be invoked.

(4) Company shall not be required to contact laid-off employees when the openings for reemployment is outside the Part II Bidding Unit(s) and departments and/or the Part III Promotion-Demotion Geographic Area(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)

206.14 JOURNEYMAN RETENTION

If in the application of the provisions of this Title an employee in a classification which, in the normal Line of Progression, is higher than an apprentice classification can effect a displacement in such classification, the former shall not take such apprentice classification, but shall be given the rate of the classification next higher thereto. (Amended 1-1-80)

DEMOTION OTHER THAN FOR LACK OF WORK

Except for Sections 206.9 and 206.12 the foregoing Sections 206.1 through 206.14 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: (References Amended 1-1-80)

206.15 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 1-1-91)

206.16 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 1-1-91)

(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 206.1(f). (Amended 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 January 1, 1991 or thereafter. (Added 1-1-91)

206.17 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 1-1-91)

(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 106.3, 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 205.6(a) or (Amended 1-1-91)

(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 206.9 to return to such employee's former headquarters/office.

(f) An employee relocated in accordance with Subsection (b) or (c) above shall be entitled, when appropriate, to the provisions of Section 206.8.

(g) Unassigned classifications, as provided for in the Master Apprenticeship Agreement, relocated under the provisions of this Section shall be immediately reclassified as "Assigned" to the headquarters/office where such job is to be relocated.

(h) Company shall not implement the provisions of this Section for the purpose of subverting Titles 201, 202, or 205.

(Entire Section Added 1-1-80)

206.18 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 207. MISCELLANEOUS

207.1 (Deleted 9-1-53 -- See Section 107.1)

207.2 (Deleted 7-1-00)

207.3 (Deleted 7-1-62)

207.4 (Deleted 7-1-60)

207.5 (Relocated to 105.7(b) 1-1-83)

TITLE 208. OVERTIME

208.1 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 103, 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 one-quarter hour.

208.2 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 208.1; 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 first day of 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. For employees on an alternative work schedule: If an employee performs work on any non-workday, the employee will receive double time after eight hours worked on the next day, provided that day is also a non-workday. Double-time after eight hours worked will continue until such time as the employee performs no work on a non-workday or a regular workday occurs. See examples in Letter Agreement 04-10. (Amended 7-25-12)

(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.

208.3 (Deleted 7-1-57)

208.4 TRUCK DRIVERS

In the event that the truck driver of a crew is required to work in excess of eight hours per day in connection with loading, unloading, and garaging trucks such excess time shall be considered as scheduled work time and shall be compensated for at the overtime rate.

208.5 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.

208.6 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.

208.7 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 1-1-91)

208.8 TWO-HOUR MINIMUM -- EMERGENCY

The minimum time for which overtime compensation shall be paid under the provisions of Section 208.6 shall be two hours, except that if an employee who is called out for emergency work outside of his/her regular work hours on workdays continues to work into or beyond regular work hours he/she shall be paid overtime compensation only for travel time as provided in Section 208.7 and for actual work time up to regular work hours unless the provisions of Section 208.11 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)

208.9 TWO-HOUR MINIMUM -- SERVICE OR RESIDENT EMPLOYEE

If a service or resident employee is called for emergency work more than once in the 24 hour period from midnight to midnight, minimum overtime compensation as provided in Section 208.8 hereof shall be paid only for the first call outside of such employee's regular work hours on workdays or at any time on his/her non-workdays; for subsequent calls overtime compensation shall be paid for actual work and travel time as herein provided. For the purpose of this Section concurrent calls or successive calls without a break in work time shall be considered as a single call. If by reason of a call a service or resident employee works less than two hours and into regular work hours such call shall not be considered as a first call for the purpose of the minimum overtime compensation provision of Section 208.8 hereof. (Amended 1-1-91)

208.10 (Deleted 7-1-62)

208.11 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)

208.12 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 the employee's regular work hours unless the provisions of Section 208.11 are applicable; (b) on non-workdays or on holidays, the employee shall be paid overtime compensation for actual work time and for travel time in connection therewith. For the purpose of this Section prearranged work is deemed to be work for which 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)

208.13 MINIMUM PAY

The minimum time for which overtime compensation shall be paid under the provisions of Section 208.12 shall be two hours, except that if an employee, who has been notified to report for prearranged work outside of his/her regular work hours on workdays, continues to work into or beyond regular work hours, the employee shall be paid overtime compensation only for actual work time up to regular work hours, and for travel time as provided in Section 208.12 hereof. (Amended 1-1-91)

208.14 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 canceled, the employee shall be paid overtime compensation for a minimum of two hours, inclusive of any travel time as provided for in Section 208.12, 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)

208.15 (Deleted 7-1-62)

208.16 EQUAL DISTRIBUTION -- PREARRANGED OVERTIME

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

208.17 SHORT CHANGE

If Company establishes a regular schedule by which a shift employee will have less than 16 hours off between shifts, the employee shall be paid overtime compensation for any time worked in the 16 hour interval following the end of his/her last preceding regular shift. If a schedule which provides for less than 16 hours off between shifts is established by agreement between Company and Union the within provision for the payment of overtime compensation shall not apply. (Amended 1-1-91)

208.18 CHANGE OF SHIFTS

When a shift or service employee is transferred from one schedule of workdays or work hours to another the employee shall not be entitled to overtime compensation for work performed during regular work hours of any day involved in the transfer, provided that (a) the employee has been notified of such transfer not less than 24 hours in advance of the starting time of the new shift or work period; (b) the employee has had a minimum of eight hours off between shifts or work periods; (c) as a result of such transfer the employee has not been required to work more than 40 hours at the straight rate in any workweek involved; and (d) the employee has not been required to work more than two short changes in the workweek involved. (A short change is defined as a transfer from one schedule to another with but eight hours off between shifts or work periods.) (Amended 1-1-91)

208.19 NON-SHIFT EMPLOYEE ASSIGNED TO SHIFT

(a) When by reason of an emergency in the operation of a plant or other property an employee, other than a shift employee, is transferred from his or her regular schedule to a shift schedule which has been regularly established he/she shall be entitled to overtime compensation for the first eight hour shift, unless the employee has been notified of such transfer at least 24 hours in advance of the starting time of such shift schedule. (Amended 1-1-91)

(b) Section 208.18 and Subsection 208.19(a) shall not apply in the case where an employee works outside of his or her regularly scheduled work hours for one day or less, but in such case Subsection 208.1(e) shall apply. Sections 208.18 and 208.19 shall apply when an employee is returned to the schedule of workdays or work hours from which the employee had previously been transferred under the provisions of said Sections. (Amended 1-1-88)

208.20 RELIEF SHIFT EMPLOYEES

An employee who is classified to perform relief duties shall be available for duty in revolving shifts on any day of the week, and may be assigned for the relief of any shift in any such occupations without advance notice. Such employee shall not as the result of such relief assignments be paid overtime compensation for work performed during the regular work hours of such shift, provided, however, that in the event that the employee shall be required to report for work without having had 12 hours off following the end of his/her last preceding work period the employee shall be paid overtime compensation for any time worked in the 12 hour period following the end of his/her last preceding work period. A work period is defined as any eight hour shift or extension thereof. (Amended 1-1-91)

208.21 (Deleted 1-1-97)

208.22 HOLIDAY PAY

An employee in a classification listed in Subsection 103.7(a) who reports to work on a holiday in accordance with his/her regular schedule shall, in addition to the holiday pay, be entitled to compensation at the overtime rate of pay for the shift or work period involved but shall not be entitled to travel time in connection therewith. (Amended 1-1-91)

208.23 THREE WEEK LIMIT

Except where a hazard to life or property exists, employees will not be required to work more than three consecutive weeks without having two consecutive days off. In the application of this Section, if a regularly established shift (as defined in Clarifications Sections 208.23, 308.15 and 202.17) begins on one workday and ends on the next, it will count as one day toward the three week limit. (Amended 1-1-91)

TITLE 209. (Deleted 1-1-74)
See Title 112

TITLE 210. (Deleted 1-1-74)
See Title 106

TITLE 211. (Deleted 1-1-71)
See Title 111

TITLE 212. EMERGENCY DUTY

212.1 GENERAL PRINCIPLES

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

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

212.2 ANNUAL AND WEEKLY SIGN-UP

(a) Company will prepare a list at each headquarters of those employees who volunteer for emergency work. In calling employees to respond to emergency situations involving immediate hazard to life or property, Company will give preferential consideration to employees whose residences are located within 30 minutes automotive travel time, under ordinary travel conditions, from their headquarters. For emergencies not involving immediate hazard to life or property, Company will give preferential consideration to employees whose residences are located within 60 minutes automotive travel time. This list will start on January 1 and continue until December 31 at which time a new voluntary call-out list will be prepared. On January 1, the accumulated overtime will be reduced to zero for all employees. This procedure is to be continued annually thereafter. (Amended 10-1-03)

(b) In administering Subsection (a) above, Company shall establish a sign-up procedure whereby a form will be posted in each headquarters on Monday of each week soliciting voluntary sign-up overtime for the period of the following Friday at 4:30 p.m. through the next Friday at 8:00 a.m. The list should provide for sign-ups by classification. It is to be removed on Tuesday evening and reposted Wednesday afternoon showing the names of those who have volunteered by classification, with the employees having the least overtime accrued at the head of the list. Until quitting time on Thursday afternoon, employees whose names appear on the list will have the opportunity to remove themselves from the call-out roster or note in writing on the list that all contact information is correct. This open period will allow employees to reevaluate their commitment after they determine where they stand in the call-out sequence. Employees who do not take the opportunity to remove their names from the roster will be expected to meet the commitments of availability as described earlier in this interpretation. (Amended 1-1-00)

(c) Employees who do not remove themselves from the call-out roster as provided for above nevertheless shall be allowed the opportunity to remove themselves during the week under the following conditions:

(1) Regular scheduled attendance for educational purposes with advance notice.

(2) Participation in civic or church activities with advance notice.

(3) All other instances limited to twice a week with advance notice.

212.3 CALL OUTS AND RESPONSE

In the event employees are called for emergency overtime and refuse or cannot be reached, they will nevertheless be credited on the appropriate list with equivalent overtime in the same amount as received by those who did the work. Company is only required to make an attempt to contact by telephone an employee during an emergency period and such employee will be charged only one refusal. "An attempt" includes redialing a telephone number once when a busy signal or no answer results from the first attempt. In the case of an employee off sick during his/her regular work hours, the employee will not be called nor be credited with equivalent overtime until he/she returns to work on a regular workday. An employee who left work for a doctor or dentist appointment shall be considered as available for emergency call-out. An employee who is called out but unable to work due to illness will nevertheless be credited for equivalent overtime in the same amount as the person who actually performs the work. The employee will not be called again nor credited with any further equivalent overtime until he/she returns to work on a regular workday. When an employee is on vacation or is working or is scheduled to work prearranged work, who would otherwise have been called for overtime, the employee will not be credited with the equivalent overtime if he/she does not work it. For the purpose of this procedure, vacation will begin when an employee leaves his/her work

headquarters on the last workday and ends when the employee reports back to work. (Amended 1-1-91)

212.4 RECORDS

During each week, the General Foreman's clerical force or equivalent will post the overtime worked or credited as worked for each person for that week and will, at the end of the week, run up a new accumulated total, update the list, post them, and distribute them to the supervisor concerned with overtime call-out for the next week. Overtime so posted as worked shall be actual work time. In order that it may be apparent whether overtime was actually received or credited as if worked under Section 212.3 above, the latter will be "circled" on the lists to show the difference. Both normal and "circled" hours will be added together in running up the new accumulated totals. An employee who signs the list provided for in Subsection 212.2(a) but not the current weekly list, and who is called out, shall be credited with all overtime hours worked.

212.5 NEW EMPLOYEE ON LIST

A new hire, a person coming back off of a leave of absence, or a person not previously volunteering for emergency duty will initially be credited with one hour more than the maximum accrued in his/her classification. In other words, the employee would "go to the bottom of the list." (Amended 1-1-91)

212.6 ADDITION DUE TO BIDDING, ETC.

A person bidding into or demoted to a new classification or new headquarters, or a person coming back off of an extended sickness will initially be credited with mean accumulated hours for the new classification and headquarters. In other words, the employee would "go to the middle of the list" on the assumption that overtime had been equitably distributed at his/her previous headquarters. (Amended 1-1-91)

212.7 TEMPORARY UPGRADES

Employees temporarily upgraded, whether on a time-card basis or not, shall have overtime worked or credited at the temporary rate posted to their permanent classification.

212.8 EXTENSION OF WORKDAY

For purposes of this procedure when overtime results because of unanticipated continuation of the workday, such overtime will be recorded as emergency overtime.

212.9 MAJOR EMERGENCY

In the event of an emergency situation where more than 50 percent of the employees in a given headquarters are called out, an employee refusing or who cannot be reached will nevertheless be credited with the mean overtime of those working during the given emergency situation.

212.10 SERVICE EMPLOYEES

In the distribution of emergency overtime for service personnel, the purpose and intent described in Subsection 212.1(a) shall be applicable; but the current call-out procedure shall remain in effect unless specifically changed by written agreement between the Human Resources Advisors and the appropriate Business Representative. (The call-out procedures currently in effect should incorporate the sequential order of call-out; the rotation of call-out, if any; and the provisions for calling out additional help or replacing an absent employee.) (Amended 1-1-94)

212.11 GRIEVANCE SETTLEMENTS

In the event that a grievance arises over the administration of this procedure, the following methods will be used in adjusting the dispute:

(a) When it has been determined by the Local Investigating Committee that it was impractical to use the emergency overtime call-out procedure, the actual overtime worked will be charged to those employees who worked and the grievance settled without adjustment.

(b) When it has been determined by the Local Investigating Committee that the Company made a mistake in the administration of this procedure, the Company will pay the aggrieved employee for the time lost. However, if it has been determined that the employee contact information was incorrect, the Company will not be required to pay the employee for any time lost caused by incorrect contact information, on the call-out list furnished by the employee. (Amended 1-1-00)

(c) When it has been determined by the Local Investigating Committee that the overtime was improperly assigned to an employee in another classification or crew in another service area thereby making equitable distribution impossible, the aggrieved employee(s) will be paid for the time that was lost.

(d) Employees who received overtime payment for time not worked as a result of a misapplication of this Section will nevertheless be credited on the appropriate list the amount paid as if they had actually worked.

(e) If during an accounting period an employee fails to respond when called on more than six separate occasions, the employee will be removed from the voluntary call-out list for that period. (Amended 1-1-91)

212.12 ENABLER

By written mutual agreement between the local Human Resources Advisor and the local Business Representative of Union, other call-out procedures may be developed locally. Such local agreement must include a 30-day cancellation clause by either party. If voluntary agreement is not reached, the provisions of Title 212 will remain in effect. (Amended 10-1-03)

TITLE 213. (Deleted 7-1-57)

TITLE 214. (Deleted 1-1-74)

PART III

GENERAL CONSTRUCTION EMPLOYEES ONLY

TITLE 300. APPLICATION

300.1 The provisions of Part III of this Agreement shall apply only to field employees of General Construction, and those employees regularly assigned to a General Construction Service Center. Whenever the words "employee" and "employees" are used in this Part they shall, unless otherwise noted, be construed to refer only to such employees for whom Union is the exclusive bargaining representative.

TITLE 301. EXPENSES - FIELD EMPLOYEES

301.1 APPLICATION

Employees who are transferred from a present headquarters to one at a new location, or who are reemployed at a new location within thirty months after layoff for lack of work at a previous location, shall be allowed expenses as provided for in Section 301.4. Transfer to a new location or reemployment at a new location shall mean one of the following: (Amended 1-1-94)

(a) a change initiated by the Company from an established job headquarters or point of assembly location within an employee's own Residence Area or Hiring Location to a location outside such area; or; (Amended 1-1-09)

(b) a change initiated by the Company from an established job headquarters or point of assembly location at which the current expense status is based. (Amended 1-1-09)

(c) a change due to a job award under the provisions of Section 305.7 or 305.8 will not result in the payment of per diem and will require a 50 mile move from the new headquarters to qualify the employee for per diem. (Added 1-1-09)

301.2 MILEAGE MEASUREMENT

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

(b) All road mile measurements for the purpose of establishing Residence and per diem expenses shall be determined by measuring distances on electronic road maps acceptable to Company and Union. However, when it is not possible to obtain such map measurements, a field check to the nearest measurable point shall be made. Routes selected for road mile measurement shall be accessible by automobile. Accessible by automobile is defined as a route that is: (1) reasonable and practical, (2) regularly maintained in reasonable repair, and (3) is safely traversable in a standard 2-wheel drive passenger car. (Amended 1-1-09)

(c) An Employee’s Residence and Hiring Location must be an address in California and must be included in the Company’s Service territory. (Amended 1-1-09)

301.3 RESIDENCE DEFINITION

An employee's Residence and Residence Area shall be determined and used to establish eligibility for expense allowances in accordance with the following:

(a) An employee's Residence is defined as the principal place of abode in the Company system in which the employee normally resides (1) on a regular basis and from which the employee commutes daily or weekly to work locations, or (2) one which the employee has a financial responsibility to maintain and to which the employee returns to live on most weekends while on work assignments at more distant job locations. An employee establishes a Residence by filing a Residence Certificate. (Amended 1-1-09)

(b) An employee's Residence Area is defined as a zone extending 25 road miles from the employee's residence. (Amended 1-1-09)

(1) Hiring Location is the location where the employee was hired or placed in accordance with Section 305.7 or 305.8. (Added 1-1-09)

(c) Per Diem Eligibility

(1) An employee who is newly hired, rehired more than 30 months after layoff due to lack of work or rehired after any other type of termination must designate a Residence as defined in Subsection 301.3(a). However, this employee shall not be eligible for per diem expenses as provided in Section 301.4 until the employee is transferred to a job location more than 50 road miles from the city hall of the city or town in which the employee was hired or rehired. If the hiring or rehiring location is not established within the limits of a city or town, the 50 road miles will be measured from the point of assembly. (Amended 1-1-09).

(2) An employee who is newly hired, rehired more than 30 months after layoff due to lack of work or rehired after any other type of termination must designate a Residence as defined in Subsection 301.3(a) or (d). An employee who transfers or prebids under Section 305.7 or 305.8 shall not be eligible for per diem expenses as provided in Section 301.4 until the employee is transferred under the provisions of this Title: (Amended 1-1-09)

(i) to a location more than 50 road miles from the Reporting Location in which the employee was hired or rehired, (Amended 1-1-09)

(ii) Deleted 1-1-09

(iii) such employee shall not become eligible for per diem as a result of an exchange or rotation pursuant to Section 301.18 provided that the next transfer returns the employee to the original hiring area (as defined above), except that while the employee is working within a commuting distance (as defined in Subsection 301.18(b)) of such employee's residence area, the employee may receive per diem as provided in Section 301.4.

(iv) Deleted 1-1-09

(d) Change of Residence

(1) An employee may change Residence as defined in Subsection 301.3(a) at any time; however, the employee may have only one Residence at a time. An employee who changes Residence under this Subsection must file a new Residence Certificate immediately. The new Residence Certificate will become effective on the date of the change of Residence. (Amended 1-1-09)

(2) Since the payment of per diem expenses is based upon the location of the employee's Residence, the employee is vouching that the Residence Certificate does, in fact, identify a Residence (as defined in Subsection 301.3(a)) and not temporary living accommodations. Any employee who knowingly falsifies or delays filing such a Residence Certificate shall be required to reimburse the Company for any overpayment of per diem and shall be subject to disciplinary action, including discharge. (Amended 1-1-09)

301.4 EXPENSE ALLOWANCES

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

(a) Each scheduled day an employee works in the basic workweek or is prevented from performing such scheduled work by inclement weather conditions covered in the Title 303; each day an employee reports for prearranged or emergency work on a non-workday; holidays which fall on a workday in the basic workweek provided such an employee works on the adjacent workday or such day is also observed as a holiday pursuant to the provisions of Title 103; each non-workday during which an employee is required to take more than four hours of travel time under the provisions of Section 301.11.

Zone	Road Miles from the Employee's Residence to the Reporting Location	Amount of Per Diem
1	More than 25 but 45 or less	$11.00
2	More than 45 but 65 or less	$20.00
3	More than 65	$30.00

(Amended 1-1-09)

Employees in Zone 3 have a choice. They can elect to commute and receive Zone 3 per diem or choose to stay overnight and receive Zone 3 per diem plus full reimbursement for lodging or use the normal method of payment as established by Company (e.g., P-Card, Corporate Credit Card, or other method adopted by Company) where payment is made by Company. The employee must indicate on the daily time card which choice s/he has made for that day. (Amended 1-1-09)

(b) If a new Residence is established by an employee who is being transferred to, or is presently reporting at, a job headquarters location which is outside the present Residence Area but inside the proposed Residence Area, the employee will be eligible to receive per diem expenses at the per diem rate established for Zone 1 only until the completion of 52 consecutive weeks at his or her current headquarters location (measuring from the date the employee was transferred to the current headquarters). If such 52 consecutive week period has elapsed when an employee makes such a Residence change, the employee will not be eligible for per diem expenses until he or she is transferred to a job location outside his or her new Residence Area. (Amended 1-1-83)

(c) An employee cannot qualify for per diem expense allowances and/or increase his/her per diem by moving his/her Residence further from his/her job headquarters. Such employee's per diem status and/or rate of per diem shall remain unchanged until his/her next following transfer. (Amended 1-1-91)

(d) The continuity of the consecutive workweek periods referred to in Subsection (b) shall not be broken by the special assignment of an employee under Section 301.9, but such workweek periods shall be extended by a period of time equal to the period of time of such special assignment.

(e) When an employee who maintains a temporary residence while on a job that is outside his/her Residence Area, or the employee who is receiving expenses under Subsection 301.4(b), is unable to work due to illness, he/she shall be allowed per diem expense for up to five workdays during any single period of illness. Employees who have temporary residences will qualify for this allowance by providing evidence that this residence was maintained during the period of illness. (Amended 1-1-91)

(f) The supervisor in charge may authorize lodging for seven days a week based on reasonable costs. (Added 1-1-09)

301.5 COMPANY PROVIDED FACILITIES

Employees may elect to use Company-provided camp and boarding facilities in lieu of providing their own board and lodging pursuant to Section 301.4 or Subsections 301.9(b) or (c), in which case Company shall provide such employees board and lodging for the duration of the periods they work at locations where board and lodging facilities are made available. Such camp and boardinghouse facilities shall be of reasonable quality. (Amended 1-1-84)

301.6 IN LIEU OF EXPENSES

An employee may receive expense allowances under Section 301.4 or 301.9, or the employee may elect to use the Company-provided board and lodging referred to in Section 301.5; however, the employee will not be allowed to receive benefits under more than one section at the same time.
(Amended 1-1-84)

301.7 MOVING EXPENSES

If an employee is moved from one camp to another on a single project Company shall reimburse him/her for traveling expense and for other expenses incurred therein in transporting his/her household goods. (Amended 1-1-91)

301.8 PROJECTS

Provisions will be negotiated on an individual project basis, as needed, with the Union. (Amended 1-1-91)

301.9 SPECIAL ASSIGNMENT-FIELD EMPLOYEES

When the Manager in charge orders that an employee be temporarily detached from the employee's established headquarters and assigned to a temporary, emergency, or special job at another location outside the employee's Residence Area with the expectation that he or she shall return to such headquarters within a 30-day period, or orders that an employee be sent on a special temporary assignment to a location outside the employee's Residence Area, while enroute between jobs, the employee shall be eligible to elect either option (a) or (b) below.

(a) Such employee shall be reimbursed for actual board and lodging expenses incurred therein for a period not to exceed 30 consecutive days. Reimbursement for actual expenses shall be made after the employee submits an Expense Account accompanied by receipts for lodging and receipts for any meals. All expenses are expected to be reasonable and appropriate for the geographical location in which the temporary assignment is located. If such temporary, emergency, or special job location is at a headquarters or point of assembly at which Company-provided board and lodging are available, the employee shall not be eligible to select the provisions of this option (a) but shall be eligible to select the provisions of option (b) below. If an employee's temporary, emergency, or special job assignment continues beyond 30 consecutive days, it shall not thereafter retain its temporary character but shall be deemed to be a transfer to a new headquarters, in which event the employee shall be entitled to a per diem allowance under the provisions of Section 301.4. (Amended 1-1-09)

(b) While on special temporary assignment at one location an employee may elect to receive for the period on special assignment, a per diem allowance equal to the amount such employee is eligible to receive under Subsection 301.4(a) in lieu of reimbursement for actual expenses provided for in this Section for:

(1) each scheduled day he or she works in his or her basic workweek or is prevented from performing such scheduled work during inclement weather conditions covered in Title 303;

(2) each day he or she reports for work on a non-workday and;

(3) holidays which fall on a workday in his or her basic workweek, provided that the employee works on an adjacent workday or such day is also observed as a "holiday" pursuant to the provisions of Title 103.

(c) Notwithstanding any of the foregoing, a series of short assignments (30 days or less each) by an employee in the Station Communications, Instrumentation, or Protection Group or Gas Instrumentation and Control Group or the Field Mechanical Services Group Lubrication or Crane crews or the Line Department Tower Group or any other group(s) hereafter agreed to by Company and Union shall be considered a special temporary assignment for the duration of such series of assignments. In no event shall the employee be paid expenses at two locations concurrently. Such series of assignments will not constitute changes in headquarters for the purposes of Section 301.1. (Amended 10-1-03)

(d) Any continuous period of attendance at a Company training class which has been agreed to between Company and Union shall be considered a special temporary assignment for the duration of such assignment and shall qualify for expenses as provided in Subsections 301.9(a) and (b) above, except, however, while on such training assignment an employee whose residence is more than 50 road miles away from such training facility may be required to utilize board and lodging which is provided by Company, in lieu of receiving per diem or full expenses. An employee whose residence is located between 25 and 50 miles of the training facility may elect to utilize the Company provided board and lodging or a per diem expense allowance as provided for in Subsection (b) above. Such board and lodging shall be of reasonable quality. Such assignment will not constitute a change in headquarters for the purposes of Section 301.1. Travel to such classes shall be considered as time worked**.** (Amended 1-1-09)

(e) Employees who are sent on special temporary assignment and are required to use Company transportation to the temporary location will be provided transportation to the extent reasonably possible and subject to the availability of appropriate Company vehicle(s) for meeting their personal needs. (Amended 1-1-88)

301.10 ILLNESS WHILE IN CAMP

Notwithstanding the foregoing sections of this Title, an employee shall not be entitled to an expense allowance for any day he or she is absent from duty by reason of illness, or other personal reason except as provided for in Subsection 301.4(e). Camp and boarding house facilities shall, however, be available at no cost for not more than five days during a period of illness of an employee who has elected to receive board and lodging under Section 301.5. (Amended 1-1-84)

301.11 TRAVEL ALLOWANCE

(a) When an employee is transferred to a new job headquarters or point of assembly, the employee shall be compensated for either (1) the actual time the employee spends traveling from his/her former job headquarters or point of assembly, exclusive of stopovers or (2) one hour for each 45 miles or portion thereof traveled, whichever is greater. (Amended 1-1-88)

(b) Where possible, all travel time pursuant to this Section 301.11 shall be taken during regular work hours on a workday, and shall be compensated at the straight rate of pay for the classification the employee will hold at his or her new headquarters or point of assembly, except that if Company requires an employee to travel outside of regular work hours or on a non-workday the travel time outside of regular work hours or on a non-workday shall be paid at one and one-half times the straight rate of pay for the classification the employee will hold at his or her new headquarters or point of assembly. (Amended 7-25-12)

(c) When transportation facilities therefore are not furnished by Company or other mode of transportation is not authorized in advance, reimbursement of transportation expense at the maximum non-taxable vehicle mileage allowance allowed by the IRS shall be made. (Amended 1-1-00)

*(d) The foregoing provisions of this Section do not apply if the employee is transferred from one headquarters or point of assembly to another headquarters or point of assembly and each of the following provisions apply: (Amended 1-1-91)

(1) both locations are 25 road miles or less from each other; and

(2) both locations are within 60 road miles of the employee's residence area; and

(3) the employee normally commutes from home to both locations. (Amended 1-1-91)

(e) Company shall make a good faith effort to notify an employee at least 24 hours in advance of a change in headquarters or point of assembly. (Added 1-1-94)

*Note: Exception, if more than one such transfer is made in a workday, the employee shall receive mileage pursuant to Subsection 301.11(c) and shall be allowed actual travel time during regular work hours. (Subsection Added 1-1-88)

301.12 VEHICLE DRIVER PROVISIONS

If a driver of a vehicle cannot be released from duty when the crew is moved to a new location, and is required to return to his or her former headquarters to remove personal effects, such employee will be allowed round trip travel time under Section 301.11. In addition, if appropriate arrangements to transport the employee back to the former headquarters cannot be provided by the Company, the employee will be allowed the mileage expenses provided in Section 301.11 for his/her return to the former headquarters.

301.13 TRANSFER - GENERAL CONSTRUCTION SERVICE CENTERS

(a) An employee holding a General Construction Service Center classification shall not be subject to transfer to other job locations as are field employees and shall not be entitled to a per diem allowance or other expense allowance, except as provided for in Subsection (b) below, while at the Center. If, however, such an employee transfers to the field, the employee shall file a Residence Certificate, as provided in Section 301.3, on or before the date of such transfer; any per diem expenses due the employee will be based on such Residence Certificate. (Amended 1-1-84)

(b) If an employee is transferred to a General Construction Service Center as a result of the application of Title 306 of this Agreement the employee shall be entitled to a Relocation Allowance equal to the applicable per diem amount for field employees, as provided for in Subsection 301.4(a), based upon the employee's Residence (as defined in Subsection 301.3(a)) at the time of the transfer, except that the maximum Allowance shall not exceed that of the Zone 3 per diem amount. Such Relocation Allowance shall be paid for each scheduled day the employee works in his/her basic workweek and each holiday which falls on a workday in his/her basic workweek, and shall continue (1) for 26 weeks from the date of the employee's placement in the Service Center, or (2) until he/she returns to a Service Center from which he/she transferred under the provisions of Title 306, or (3) until he/she is otherwise transferred, whichever occurs first. (Amended 1-1-91)

301.14 SPECIAL ASSIGNMENT - SERVICE CENTER EMPLOYEES

When an employee who is holding a General Construction Service Center classification is assigned to temporary work at such distance from the established headquarters at the Center that it is impracticable to return thereto or to the employee's regular place of abode, actual personal expenses for board and lodging for the duration of such assignment shall be allowed. All expenses

are expected to be reasonable and appropriate for the geographical location in which the temporary assignment is located. The time spent by such an employee in traveling to such temporary job at its beginning and from it at its conclusion and any expense incurred therein shall be paid by Company. (Amended 1-1-83)

If on an employee's non-workdays any such employee remains at such temporary headquarters, expenses for board and lodging on such days shall be paid by Company, but if the employee goes elsewhere for personal convenience, Company shall not reimburse the employee for any expense that the employee incurs thereby. If any such employee returns home for non-workdays, including any holiday which immediately precedes or follows the employee's non-workdays, Company at its option shall: (Amended 1-1-83)

(a) allow the equivalent of any savings it realizes in the employee's board and lodging costs, or

(b) provide round-trip transportation by Company vehicle between the temporary headquarters and the regular headquarters at the Center and pay travel time in each direction, such travel time to be considered as time worked.

301.15 (Deleted 1-1-84)

301.16 HARDSHIP TRANSFERS

(a) Notwithstanding anything contained herein, Company by agreement with Union may transfer any employee who requests such a transfer for substantial reason. Such transferred employee shall not be entitled to travel time or reimbursement of transportation expense. Upon written request from an employee, submitted concurrently to Company and Union on the appropriate form, Company and Union shall give such request good faith consideration. Any transfer granted under the provisions of this Section shall remain in effect until the substantial reason which justified the transfer no longer exists or for a period not to exceed 6 months, whichever is less, unless Company and Union agree to an extension of the time period in increments not to exceed six additional months. (Amended 1-1-88)

(b) If granted a hardship under the provisions of Subsection (a) above and upon the conclusion of the period for which a hardship transfer was granted Company transfers the employee back to the previously assigned job headquarters where the hardship was granted, such employee shall retain the same per diem status as previously held at that job headquarters. If such employee is transferred to a different job headquarters from where the hardship was granted, such employee shall be eligible for per diem pursuant to the provisions of Sections 301.3 and 301.4. (Added 1-1-88)

301.17 EXPENSE ALLOWANCE ERRORS

If an error is made in the expense allowance to which an employee is entitled which results in an overpayment to the employee, the employee shall not be required to reimburse the Company beyond the first 60 days of such overpayment. However, extenuating circumstances may relieve the employee of responsibility of reimbursement for overpayment of less than 60 days.

301.18 WORK ASSIGNMENT -- RESIDENCE CONSIDERATION

The parties recognize that the work of General Construction may often require working at a job location outside of an employee's residence area. The parties also recognize the Company's right to transfer employees at its discretion to perform the work assigned to General Construction. Nevertheless, it is the Company's intent to attempt to place employees as close to their residence as possible, commensurate with General Construction's work assignments.

(a) Such intent may include the exchange of headquarters between employees in same or equivalent classifications who possess similar skills, knowledge and abilities and who mutually agree to such an exchange.

(b) Further, such intent may take into consideration the rotation, when practical, at reasonable intervals, of those employees in the same or equivalent classifications who possess similar skills, knowledge and abilities who have worked long distances from their residence area with those employees who have remained within a reasonable commuting distance (75 road miles or less but not more than 1-1/2 hours normal travel time) of their residence areas for similar periods of time. For the purpose of this Section "reasonable intervals" is considered to be approximately 6-12 months. Employees in Apprentice classifications may be required to forego consideration for rotation, due to training requirements, for the duration of their apprenticeship.

(c) Employees who exchange headquarters pursuant to Subsection (a) above shall not be eligible for the travel allowance provided for in Section 301.11. (Entire Section Amended 1-1-88)

301.19 (Deleted 1-1-09)

301.20 ENABLING CLAUSE

By written agreement between Company and Union, special provisions may be substituted for the provisions of this Title. (Section Added 1-1-88)

301.21 (Moved to Exhibit XV Effective 1-1-09)

TITLE 302. HOURS

302.1 BASIC WORKWEEK AND BASIC WORKWEEK DEFINED

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

302.2 BASIC WORKWEEK

The basic workweek shall be from Monday through Friday.

302.3 CHANGES

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

302.4 (Deleted 7-1-56)
302.5 HOURS -- GENERAL

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

302.6 HOURS -- BOARDINGHOUSE

Notwithstanding the provisions of Section 302.5 hereof, the eight hours of work of employees who are employed in boardinghouses may be spread over a 13 hour period each day.

302.7 OVERTIME -- HOURS CHANGE

Further notwithstanding the provisions of Section 302.5 hereof, Company may change the regular hours of work of any employee when necessary, in which event overtime compensation shall not be paid for time worked outside of regular work hours except during the first four workdays following such change.

(a) As used in this Section, "regular hours of work" are those defined in Section 302.5; i.e., 8 a.m. to 12 o'clock noon and from 12:30 p.m. to 4:30 p.m., or from 8 a.m. to 12 o'clock noon and from 1 p.m. to 5 p.m.

(b) The provisions of this Section shall not be applicable unless an employee is assigned hours of work other than regular hours of work for a period estimated as more than four consecutive workdays.

(c) A further change of work hours, following an assignment as provided in Subsection (b) above, shall result in the payment of overtime the first four workdays after such further change for hours worked outside of regular work hours and outside those hours from which the employee was just changed. If any such situation extends beyond two workweeks, Company and Union may agree to rotate the assignment of employees thereto, but in such event the overtime compensation herein provided for will not be paid to any employee for more than the first four workday period worked outside of regular hours. (Amended 1-1-91)

(d) Overtime compensation shall not be paid under this Section 302.7 for time worked during regular hours of work as defined in Subsection (a) above.

(e) The provisions of this Section are not applicable where:

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

(2) such regular hours of work are changed by agreement between Company and Union.

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

302.8 (Deleted 1-1-80)

302.9 NORMAL REPORTING REQUIREMENTS

When employees are engaged in work on electric power lines, water distribution systems or gas pipelines, job headquarters shall be established at a location reasonably convenient to board and lodging or to a local transportation system, or at a Company Service Center or other Company facility where employees customarily report for work, and the time spent in traveling between job headquarters and work sites shall be considered as time worked.

302.10 OTHER REPORTING REQUIREMENTS

When regular employees are engaged in work other than that described in Section 302.9 hereof, the following shall govern the reporting practice and payment for travel time:

(a) Assembly Point: In an unincorporated area except as provided in Subsection (c) hereof, an assembly point shall be designated for each job at a location reasonably convenient to board and lodging and the travel between such point and the work site shall be considered as time worked.

(b) Travel Time: In a town or a metropolitan area, employees may be required to report at the work site on their own time.

(c) Camp Provided: On a station or hydro job when living quarters are provided by Company: (Amended 1-1-80)

(1) When travel from such facilities to the work site is 30 minutes or less each way, such employees shall report at the work site.

(2) When travel from such facilities to the work site requires more than 30 minutes, the travel time each way in excess of 30 minutes shall be considered as time worked.

(3) If the work site is inaccessible to automotive transportation such travel shall be to a designated point which is accessible. Accessible to automotive transportation is defined as a route that is (a) reasonable and practical, (b) is safely traversable in a standard 2-wheel drive passenger car, and (c) is regularly maintained in reasonable repair. (Amended 1-1-88)

302.11 NON-CAMP CONDITIONS

A location reasonably convenient to board and lodging as referred to in Sections 302.9 and 302.10 hereof shall mean any location within the city limits of an incorporated city where board and lodging are available; or, in an unincorporated area, a location where the board and lodging are within 15 road-miles of the headquarters or assembly point and provided further that such board and lodging are within two road-miles of each other, and which is accessible by automobile. Accessible by automobile shall be as defined in Subsection 301.2(b). Where the headquarters is in an unincorporated area, such board and lodging may be either in an unincorporated area or in an incorporated city. (Amended 1-1-88)

TITLE 303. INCLEMENT WEATHER PRACTICE

303.1 SHELTERED WORK

Regular employees who report for work on a workday, but are prevented from working in the field because of inclement weather or other similar cause shall, if practicable, be held pending emergency calls, or may be given first aid, safety or other instruction, or may be required to perform miscellaneous work at locations unaffected by inclement weather conditions. (Amended 1-1-83)

303.2 SHOW-UP TIME (FIRST HALF)

If an employee reports for work on a workday in his/her basic workweek and is not required to work because of inclement weather, lack of materials, or similar cause beyond his/her control, or if such employee, having started work on a workday in his/her basic workweek, is required to discontinue it for any of the foregoing reasons, the employee shall be compensated for the time he/she works or is held at the worksite. Such compensation shall be at the rate of pay which would have been payable had the employee worked at his/her scheduled work, but in no event shall a regular employee be paid less than four hours compensation or a casual employee less than two hours compensation. (Amended 1-1-91)

303.3 MINIMUM (AFTER SECOND HALF)

If a regular employee after working more than 4 hours on a day in his/her basic workweek is prevented from continuing work for the remainder of such day because of inclement weather the employee shall be paid eight hours compensation for such day at the rate of pay which would have been payable had the employee worked the full day. (Amended 1-1-91)

303.4 EXPENSES

When a regular employee is directed by the foreman or supervisor in charge not to report for work on any day in the employee's basic workweek because of inclement weather, or other similar cause beyond the employee's control, the employee shall be paid the Zone 2 per diem amount (as provided in Section 301.4) or regular per diem, whichever is greater, or, if the employee lives at a Company-operated or Company-designated boardinghouse or camp, the employee shall not be charged for board and lodging on such day. (Amended 1-1-09)

303.5 CLOSE DOWN DECISION

The decision to close down a job or a portion of a job and send employees home under this Title shall be made by a supervisor when, in the supervisor's reasonable judgment, the weather, ground, or other conditions at the worksite make it impractical to work efficiently, productively or safely. The decision will be made by an exempt supervisor who personally examined the conditions at the worksite and who has evaluated the availability of other miscellaneous work or training as provided for in Section 303.1, except in those cases where such a supervisor is not able to personally examine such worksite. When the exempt supervisor is unable to personally examine such worksite, he/she shall consult with a bargaining unit supervisor who is familiar with such worksite. If an employee is sent home and conditions improve to the point at the employee's worksite that work can be performed efficiently, productively and safely, the Company will make a good faith effort to call the employee back to work on the earliest workday possible regardless of the number of days off originally anticipated. (Amended 1-1-91)

TITLE 304. WAGES AND CLASSIFICATIONS

304.1 WAGE PROGRESSION

(a) 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 apprentice or other training classification who is absent for more than 25 consecutive workdays because of an industrial injury as defined in Section 108.1 or for an illness or disability and is receiving sick leave with pay as provided for in Section 112.1, will be delayed by the period in excess of 25 consecutive workdays.

(b) Except as provided in Section 304.5 below, an employee who is assigned to a classification having a higher maximum wage rate shall be paid at the first step of the wage progression of such classification which is higher than his/her present wage rate, or at the wage step in the higher classification determined by the time previously accumulated in such higher classification, as provided for in Subsection 304.1(a), whichever is the greater. (Amended 1-1-91)

(c) An employee who is demoted due to lack of work to a classification in such employee’s current Line of Progression having a lower top wage rate is entitled to the rate of pay previously held in the lower classification or the rate of pay in the lower classification equal to or next lower to his/her present rate of pay, whichever is higher. Employees with 24 months or more in their current classification 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 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. 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. (Amended 1-1-00)

(d) An employee who is demoted to a classification outside of the employee's current Line of Progression having a lower wage rate will be placed at the wage step appropriate to the employee's level of qualifications. (Amended 1-1-80)

304.2 TEMPORARY UPGRADE

When an employee is temporarily assigned to work in a classification higher than the employee's regular classification the employee will be paid for time worked in the higher classification at the rate therefore, provided that such time worked is not less than two hours during the day. However, an employee who previously held the higher classification on a permanent basis will be paid for time worked in the higher classification at the rate therefore provided that the time worked is not less than one hour. Such time worked may be accumulated over an eight-hour period by intervals of not less than one-half hour. (Amended 1-1-88)

304.3 PAYDAY

Wages shall be paid at biweekly intervals on Fridays for a 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. Company shall make direct deposit available to those employees who elect to utilize such. (Amended 1-1-88)

304.4 NEW CLASSIFICATIONS AND WAGE RATES

Upon agreement thereon by Company and Union, additional regular classifications, wages therefore, 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 therefore. (Added 1-1-80)

304.5 APPRENTICE WAGE RATES

(a) In each instance, except as provided in Subsection (b), when an employee is appointed to fill a vacancy in an apprentice classification for the first time, such employee shall be placed at the beginning rate in such apprentice classification.

(b) Based on Company and Union written agreement and the employee's current knowledge, skill, efficiency, adaptability and physical ability which relate directly to prior performance of journeyman duties and which supplant need for training in an apprenticeship, the employee may be placed in a wage step above the beginning rate. (Added 1-1-80)

TITLE 305. JOB BIDDING AND PROMOTION

305.1 BIDDING ON REGION JOBS

Any regular employee of General Construction who is in the unit described in Section 300.1 may submit a bid electronically through PG&E@Work For Me (from the Company's intranet or the Internet) to Company on any job under the provisions of Title 205 or Title 18 of the Clerical Agreement and such bids will be entitled to consideration as provided for in such Title. (Amended 1-1-09)

305.2 QUALIFICATIONS FOR GENERAL CONSTRUCTION EMPLOYEES BIDDING/ TRANSFERRING TO DIVISION JOBS

An employee in General Construction must pass the appropriate agreed-to employment test battery before the employee's bid to fill a Regional or Department job vacancy under the provisions of Title 205 will be considered. (Amended 1-1-91)

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 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 Regional or Department employee at the journeyman level or below must meet the agreed-to test battery to meet the employment requirements for Region or 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 Department for a cumulative total of six months or more shall be presumptive evidence of meeting such requirements. (Amended 1-1-91)

An employee in General Construction, other than an employee in a journeyman classification in the same Line of Progression as that in which the vacancy exists, must pass the appropriate agreed-to apprentice entrance tests, as designated in Paragraph A of the Master

Apprenticeship Agreement before the employee's bid to fill a vacancy in an apprentice or a journeyman classification will be considered. The employee shall be entitled to retest following failure on the same schedule as a Regional or Department employee. (Amended 1-1-91)

305.3 (Deleted 7-1-66)

305.4 TEMPORARY UPGRADES

(a) When it is necessary to effect a temporary upgrade Company shall give preferential consideration to the regular employee who has the greatest Service among those who:

(1) are qualified for the upgrade, and

(2) have at least six months of Service, and

(3) are in the classification next lower, in the normal Line of Progression, to the classification to which the upgrade is being made, and

(4) are working on the shift where the upgrade is needed, and

(5) (i) are working at the assembly point where the upgrade is needed, or

(ii) when unanticipated vacancies occur and/or when operating conditions require, are in the crew or Service Center or project section where the upgrade is needed. (Amended 1-1-00)

Upgrades under Subsection 305.4(a)(5)(ii) shall be limited to five consecutive workdays or less, except that upgrades to classifications which require the employee to exercise supervisory duties shall be limited to ten consecutive workdays or less.

(b) Further notwithstanding the foregoing, Company shall have the right to select for temporary upgrade a qualified employee who is working outside the assembly point or shift where the upgrade is needed, provided that such employee has greater Service than the employee who otherwise would have been awarded the upgrade.

(c) Temporary upgrades normally are limited to 20 consecutive workdays, but may extend beyond 20 consecutive workdays when an employee is upgraded to replace one or more employees who are absent from work.

(d) Each month Company shall provide Union with a list of temporary upgrades effected during the prior month. Such list shall include each upgraded employee's name, personnel number, job headquarters, promotion-demotion area, the classification(s) to which each employee was upgraded and the hours each employee worked in such classification(s). This list shall be cumulative, reflecting hours worked in upgraded classification(s) during the prior 13 payroll periods. Additionally, each job headquarters will be furnished with a copy of that portion of the list which shows the upgrades effected in the Promotion-Demotion Geographic Area (as defined in Section 305.5) in which such headquarters is located. Employees shall be permitted to review the list upon request. (Amended 7-25-12)

305.5 PROMOTION (SIX MONTHS OR MORE SERVICE) (Amended 1-1-00)

Employees who have six months or more of continuous Service with Company (as defined in Section 106.1) shall be given preferential consideration as follows for promotions occurring in the department of General Construction in which they are employed: (Amended 1-1-00)

(a) In the case of each such promotion such preferential consideration shall first be given to that employee who qualifies under the provisions of Section 306.9, then to that employee who has the greatest Service and is at the top rate of pay in the classification next lower in the normal Line of Progression to the one in which the vacancy exists, provided that the employee is fully qualified to perform the duties of the job which is vacant, and provided further that the employee is headquartered in the area in which the vacancy exists. As used herein, the term "area" means the geographic promotion-demotion area established by agreement between Company and Union as indicated in Exhibit II, General Construction Promotion-Demotion Geographic Areas, which is attached hereto and made a part hereof. (Amended 1-1-88)

(b) Employees, other than those with preferential rights under Section 306.9, who have turned down a temporary upgrade opportunity that was known in advance to last for five or more workdays (10 or more workdays for positions which require the employee to exercise supervisory duties) shall not be entitled to consideration for promotion for a period of 90 calendar days thereafter. An employee who declines a temporary upgrade shall sign and date a temporary upgrade form indicating he/she is not interested in the upgrade and further indicating awareness that he/she will not be considered for promotion for a 90 calendar day period. (Added 1-1-94)

(c) A permanent upgrade form shall be used so that employees can indicate interest in and qualification for permanent upgrade to classifications higher in the normal Line of Progression. Such forms shall be signed and dated by the employee and the employee's supervisor, following which a copy of the completed form shall be returned to the employee. Such form shall remain in effect until either the employee is promoted to a higher classification or for one year from the date signed by the employee. An employee may revise and resubmit a permanent upgrade form at any time. (Added 1-1-91)

(d) Notwithstanding anything therein contained to the contrary, Company may make appointments to jobs requiring the employee to exercise supervisory duties on the basis of ability and personal qualifications. (Added 1-1-91)

(e) At least once each month Company shall submit to Union a list of promotions in each geographic promotion-demotion area in General Construction. Such list shall include the name of the employee promoted, the location and title of the original vacancy, and the employment date of the promoted employee. Such list shall also include the name, employment date and classification of each employee in the area and normal Line of Progression where the promotion was made who has an employment date earlier than the employment date of the promoted employee. (Added 1-1-91)

305.6 HARDSHIPS

Company shall have the right to make transfers in the case of employees whose health or physical condition makes it advisable to relieve them from duty in occupations which are hazardous or which involve physical or mental strain, and nothing in this Agreement shall be construed to restrict or restrain Company in the exercise of such right.

305.7 GENERAL CONSTRUCTION PREBID PROCEDURE

Any regular employee of Company may submit a prebid on any existing job classification and promotion/demotion geographic area, as defined in Exhibit II of the Agreement for which the employee desires consideration in accordance with the following procedure provided the employee does not exceed a combined maximum number of 80 prebids and transfers. This maximum will not apply to employees subject to the provisions of Title 306. (Amended 7-25-12)

(a) **Eligibility**: To be valid, an employee's prebid must be entitled to preferential consideration under the provisions of Section 305.5 or the provisions of Subsection (b) below. A list of existing classifications by promotion-demotion geographic area with appropriate prebid numbers is available online from the Company's Human Resources web site. (Amended 1-1-09)

(b) **Filling of Vacancies**: whenever a vacancy occurs in any job classification which the Company intends to fill on a regular basis, once the current provisions of Section 305.5 have been exhausted, Company shall fill the remaining vacancies as soon as practicable and in the following sequence:

(1) Bids made by employees who are entitled to preferential consideration under Section 306.9 who are out of the Promotion-Demotion Geographic Area of the vacancy;

(2) Bids made by regular Title 300 General Construction employees in order of seniority who are:

(a) in the same department but in a different Promotion-Demotion Geographic Area, who are either

(i) in the same classification as that in which the job vacancy exists, or

(ii) in classifications which are higher thereto in the Lines of Progression, or

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

(b) from all other Title 300 employees from any other department (Amended 10/1/03)

(3) Bids made by any regular Title 200 Division employee in order of seniority,

(c) **Forms:** Prebids must be submitted electronically through PG&E@Work For Me (from the Company's intranet or the Internet). (Amended 1-1-09)

(d) (Deleted 1-1-09)

(e) **Timeliness**: Company shall not consider any prebid which was received by Company on or after the control date which is the date the fully authorized job vacancy report was received by the Centralized Job Bidding Team (CJBT) to fill a job vacancy in the classification and promotion-

demotion geographic area on which the prebid was made. Only those prebids valid prior to the control date on the job vacancy report will be considered to fill such vacancy. Subsequent prebids may be considered only after that list has been exhausted. After two lists have been exhausted, Company may fill the job at its discretion in the same manner as described in Section 205.13. (Amended 1-1-09)

(f) **Date of Receipt**: The date of receipt will be the date of receipt by the CJBT. (Amended 1-1-09)

(g) **Acknowledgment**: Company will acknowledge receipt of all prebids within 15 calendar days from the date of receipt and without rejecting the prebid notify the employee 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 electronically from the About Me tab in PG&E@Work For Me (from the Company's intranet or the Internet). (Amended 1-1-09)

(h) **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 or until such time as the employee rejects an appointment to the classification in a specific promotion-demotion geographic area (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) immediately upon the employee's declining an appointment to the classification in a specific promotion-demotion geographic area on which the prebid was submitted, (Amended 1-1-09)

(3) immediately after any employee's change of classification or position (Amended 7-25-12)

(4) (Deleted 1-1-09)

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

(6) upon receipt of authorization from the CJBT to cancel prebids because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 306.9, with notification to the employee by the CJBT of such cancellation. In the latter cases, the employee's prebid will be given the appropriate 305.5 consideration for 15 calendar days from the time the CJBT notifies employee of such cancellation. (Amended 1-1-09)

(i) **New Jobs in a Promotion-Demotion Geographic Area**: The Company shall post, on all bulletin boards throughout the System, a notice describing all new classifications in any promotion-demotion geographic area 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 after two lists have been exhausted, Company will have 60 days to fill the vacancy in a manner as described in the provisions of Section 205.13. (Amended 1-1-09)

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 promotion-demotion geographic area desired.

(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.

(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 10-1-03)

305.8 FILLING BEGINNER'S CLASSIFICATIONS (Added 10-1-03)

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 306.9 who are:

1. in the same Promotion-Demotion Geographic Area as the vacancy, then;

2. out of the Promotion Demotion Geographic Area as the vacancy.

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

(c) In making appointments to fill the remaining one-half of the vacancies in beginner's classifications in each Line of Progression in a given department in a promotion-demotion geographic area, Company shall give preferential consideration to 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 position, who have previously filed 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 vacancy desired. Preference for appointment shall be given to the employee for each vacancy in each classification who has the greatest Service in the following sequence: (Amended 10-1-03)

(1) Title 300 General Construction employee in the same department as the vacancy.

(2) Any other Title 300 General Construction employee.

(3) Title 200 Division employees.

The above provisions shall be applicable to a beginner's classification in a Line of Progression in a promotion-demotion geographic area where a transfer application for such vacancy is on file and the number of unrestricted appointments exceeds transfers.

All transfer requests must be submitted electronically through PG&E@Work For Me (from the Company's intranet or the Internet). In no event shall the Company consider any transfer application which was received by the Centralized Job Bidding Team (CJBT) on or after the established control date. The control date is first established on the date the fully authorized personnel requisition is received by the CJBT to fill a job vacancy in the classification and promotion-demotion geographic area 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 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 1-1-09)

(d) Company shall acknowledge receipt of all transfer applications within 15 calendar days from date of receipt and, without rejecting such applications, notify the employee via e-mail 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 electronically from the About Me tab in PG&E@Work For Me (from the Company's intranet or the Internet). (Amended 1-1-09)

(e) Within ten calendar days after the first of each month, Company shall, within each department identified in Exhibit II and by promotion-demotion geographic area, provide Union information on beginning job vacancies that have been filled the previous month as follows: (Amended 10-1-03)

(1) Name of individual, personnel number, employment date and classification. (Amended 7-25-12)

(2) Classification of vacancy filled.

(3) Department and promotion-demotion geographic area 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.

(f) For the purposes of this agreement, beginner's classifications are those listed in Exhibit VII, General Construction Field and Service Center classifications.

(g) **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 or until such time as the employee rejects an appointment to the classification and promotion-demotion geographic area 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) Immediately upon the employee's declining an appointment to the classification and promotion-demotion geographic area on which the transfer was submitted, (Amended 1-1-09)

(3) Immediately after any employee's change of classification, (Amended 1-1-09)

(4) (Deleted 1-1-09)

(5) Immediately upon receipt of authorizations from an employee to cancel a transfer, or

(6) Upon receipt of authorization from the CJBT to cancel transfers because a job is deleted from the directory or an employee improperly designates rights, as provided in Section 306.9 with notification to the employee by the CJBT 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 1-1-09)

(h) **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 10-1-03)

305.9 POSTING OF JOB AWARDS (Added 10-1-03)

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 the Promotion/Demotion Geographic Area, the appointed employee's name and Service, and the Section of this Agreement relied upon for the award.

305.10 PREFERENCE BY LENGTH OF SERVICE (Added 10-1-03)

(a) When employees in the same preferential sequence as provided in Section 305.7 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.

(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 regular 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; (Amended 7-25-12)

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

(3) (Deleted 7-25-12)

(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.

(c) In the implementation of Title 306, the parties may agree to a process different than the above.

TITLE 306. DEMOTION AND LAYOFF PROCEDURE

306.1 EMPLOYEES (TWO OR MORE YEARS SERVICE)

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

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

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

(c) Where referred to in this Title, the Promotion-Demotion Geographic Area shall be as listed in Exhibit II, General Construction Promotion-Demotion Geographic Areas. (Amended 1-1-88)

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

(e) When it becomes necessary to move an employee because of lack of work, Company shall given the employee as much notice as practicable. (Amended 1-1-91)

306.2 GEOGRAPHIC AREAS

When a demotion is to be made in a classification within a Promotion-Demotion Geographic Area, 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, such employee shall be first to be demoted in the reverse order of the normal Line of Progression for the employee's classification to the next lower classification. 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.

306.3 BUMPING (TWO OR MORE YEARS OF SERVICE)

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

(b) If an employee with two or more years of Service cannot effect a displacement provided for in Subsection (a) above and cannot effect a demotion to the next lower classification in the reverse order of the normal Line of Progression pursuant to Section 306.2, the employee may elect to displace an employee who (1) has less Service than the displacing employee and (2) is in the next successively lower classification in the reverse order of the normal Line of Progression in the same General Construction Department. (Amended 1-1-91)

306.4 BUMPING (FIVE OR MORE YEARS OF SERVICE)

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

Service than the displacing employee and who is in the next lower or successively lower classification in the reverse order of the normal Line of Progression.

(b) An employee with five or more years of Service who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Section 306.3 or Subsection 306.4(a), may elect to displace an employee who,

(1) has less Service than the displacing employee, and

(2) is in a General Construction Department in which the displacing employee previously worked for one year or more in the preceding four years, and

(3) is in a classification the displacing employee previously held for six months or more in such General Construction Department in the preceding four years, or is in a classification lower thereto in the same Line of Progression.

An employee may not effect a promotion under the provisions of this Subsection.

(Entire Section Amended 1-1-84)

306.5 BUMPING (FOUR OR MORE YEARS OF SERVICE)

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

(b) An employee with four or more years of Service who cannot effect a demotion pursuant to Section 306.2, and who cannot effect a displacement provided for in Section 306.3 or 306.4 or Subsection 306.5(a), may elect to displace an employee who (1) has less Service than the displacing employee and (2) is in a beginner's classification in a different department of General Construction. (Entire Section Amended 1-1-84)

306.6 RIGHTS TO A BEGINNER'S CLASSIFICATION IN REGION

An employee with five or more years of Service who cannot effect a demotion pursuant to Section 306.2 and who cannot effect a displacement provided for in Section 306.3, 306.4, or 306.5, may elect to:

(a) Fill a vacancy in a beginner's classification in the Regions in the same normal Line of Progression (as set forth in Title 600 and Exhibit VIII and Exhibit A of the Agreement applying to Office and Clerical Employees) as the one occupied by the employee at the time the initial Title 306 action began.

(b) If an employee cannot effect a placement in accordance with Subsection (a) above, the employee may displace the Region employee with the least Service in a beginner's classification in the same normal Line of Progression as the one occupied by the displacing employee at the time the initial Title 306 action began, providing such displacing employee was a journeyman or higher at the time the initial Title 306 action began. The General Construction employee may not displace a Region employee whose Service is greater than his/her own. A journeyman is defined as a classification having a formal negotiated training program.

(c) In the application of this Section, the General Construction employee within the 10 workday lay-off notice period must be able to meet the same qualification requirements that Region employees must meet.

(d) An employee who enters a beginner's classification under the provisions of this Section:

(1) shall not have any rights under Section 206.9, but shall have accelerated rights to return to his or her former classification and department of General Construction or to a successively lower classification in the normal Line of Progression to such classification. If the employee declines to return, such employee loses Section 306.9 rights,

(2) may return to another General Construction department if such employee can be placed within any such General Construction department within one year from the date of displacing into a Region beginner's classification.

(e) A placement into a Region vacancy under the provisions of this Section shall count as a transfer under the provisions of Subsection 205.5(c) or Subsection 18.5(b), as appropriate. (Amended 1-1-94)

306.7 LAYOFFS

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

(b) When it becomes necessary for Company to lay off an employee because of lack of work, Company shall give the employee as much notice as practicable, but in no event shall a regular employee be given less than five working days' notice, and an employee who has five or more years of Service shall be given not less than ten working days' notice. (Amended 1-1-91)

306.8 JOURNEYMAN RETENTION

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

306.9 ACCELERATED PROMOTION -- TRANSFER

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

(a) An employee will be given preferential consideration for promotion within his/her present General Construction Department to return to the highest classification held immediately prior to demotion under this Title. (Amended 1-1-91)

(b) Where written notice has been provided to Company by an employee who has been transferred to or reemployed in other General Construction Departments or Lines of Progression under the provisions of Title 306, Company shall return such employee to any classification previously held, which the Company intends to fill, in the employee's original or intermediate Line(s) of Progression to which the employee has indicated he/she will return. (Amended 1-1-94)

An employee who declines to return to a classification in a former Line of Progression for which he/she has indicated willingness to return will forfeit any further preferential rights to return to such Line of Progression. Such employee will retain preferential rights to those Lines of Progression the employee has not declined. (Amended 1-1-94)

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

(c) When appropriate medical recommendations indicate that an employee on Long-Term Disability can return to active employment, the employee will be given preferential consideration to return to the last classification held prior to going on LTD or to a lower classification he/she is capable of filling in his/her former department or another department of General Construction, subject to the provisions of 2.14(a)(2) of the Benefit Agreement, e.g., such placement will be in the highest available classification commensurate with such employee's reduced capabilities, if any. (Amended 1-1-91)

(d) When Company intends to fill a vacancy or increase the number of employees in a classification in a General Construction Service Center, preferential consideration shall be given to those employees who (1) have been displaced from such Service Center under the provisions of Title 306 and have provided Company with written notice that they desire to return to such Service Center, and/or (2) have been demoted, pursuant to Title 306, from the subject classification or one higher thereto in the normal Line of Progression.

An employee who declines to return to a Service Center under the provisions of this Subsection (d) will forfeit any further preferential rights to return to such Center under these provisions.

(Entire Section Amended 1-1-84)

306.10 SPECIAL AGREEMENTS

By written agreement between Company and Union, special provisions may be substituted for the provisions of this Title 306.

306.11 SUPERVISORIAL DEMOTION

When by reason of lack of work in his or her department, the Company demotes into a classification in the collective bargaining unit a supervisor or other employee who was not at the time of demotion a member of such unit, such employee shall be placed in the classification held prior to leaving the bargaining unit consistent with the provisions of Subsections 306.1(a) and (b) and thereupon be entitled to exercise the rights set forth in this Title. (Amended 1-1-88)

306.12 DEMOTION INTO UNIT FROM OUTSIDE

(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 lack of work into a classification in such unit provided that no employee in such unit shall be displaced by such action.

(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 306.1(a). (Amended 1-1-88)

306.13 TERMINATION NOTICE

At such time an employee's Service with the Company terminates, such an employee shall be notified in writing if he/she is eligible for rehire or not eligible for rehire. The form shall be signed by the appropriate supervisor and, if available at the time of termination, by the employee. One copy of the executed form shall be presented to the employee. In the event the employee is unavailable on the date of termination, Company shall, on such date, mail one executed copy of the form to the terminated employee's last known address. (Amended 1-1-91)

306.14 REEMPLOYMENT PROVISIONS

(a) Notwithstanding any other provisions 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 Part III Promotion-Demotion Geographical Area(s) and/or Part II 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 of 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 305.5 or Section 205.7 (a) through (d) 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 and 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 for openings for reemployment to the last mailing address as furnished by such employee.

Within three working days after such notice is received at such mailing address, the 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.

(4) Company shall not be required to contact laid-off employees when the opening for reemployment is outside the Part III Promotion-Demotion Geographic Area(s) and department(s) and/or the Part II 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 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)

306.15 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 307. (Deleted 9-1-53)

TITLE 308. OVERTIME

308.1 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 103, 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. Each overtime period worked shall be compensated to the nearest one-quarter hour. (Amended 1-1-88)

308.2 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 308.1; except that

(b) the time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two 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 first day of 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. For employees on an alternative work schedule: If an employee performs work on any non-workday, the employee will receive double time after eight hours worked on the next day, provided that day is also a non-workday. Double-time after eight hours worked will continue until such time as the employee performs no work on a non-workday or a regular workday occurs. See examples in Letter Agreement 04-10. (Amended 7-25-12*)*

(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.

308.3 VEHICLE DRIVERS

In the event that the truck driver of a crew is required to work in excess of eight hours per day in connection with loading, unloading and garaging trucks such excess time shall be considered as scheduled work time and shall be compensated for at the overtime rate.

308.4 COMPENSATORY TIME OFF

Employees shall not take equivalent time off during a workday in lieu of overtime compensation. (Amended 1-1-88)

308.5 CALL-OUT -- NON WORKDAYS

Employees who are called from their living quarters for emergency work on their non-workdays or on holidays which fall on a workday, 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.

308.6 CALL-OUT -- WORKDAYS

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 living quarters. (Amended 1-1-91)

308.7 TWO HOUR MINIMUM

The minimum time for which overtime compensation shall be paid under the provisions of Section 308.5 shall be two hours, except that if an employee who is called out for emergency work outside of his/her regular work hours on workdays continues to work into or beyond regular work hours he/she shall be paid overtime compensation only for travel time as provided in Section 308.6 and for actual work time up to regular work hours unless the provisions of Section 308.14 are applicable. (Amended 1-1-91)

308.8 PREARRANGED OVERTIME

When, at the request of the supervisor in charge, an employee reports for prearranged work (1) 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 living quarters and for actual work time up to regular work hours unless the provisions of Section 308.14 are applicable; (2) on non-workdays outside of the employee's 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 his/her living quarters shall be paid for; and (3) 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)

308.9 MINIMUM PAY

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

308.10 MAXIMUM TRAVEL TIME

The maximum time for which travel time in any one direction shall be paid under the provisions of Section 308.8 shall be one-half hour.

308.11 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 canceled, the employee shall be paid overtime compensation for a minimum of two hours, inclusive of any travel time as provided in Section 308.8, 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)

308.12 DISTRIBUTION

(a) Prearranged overtime work shall be distributed among employees in the same classification and on the same job assignment as equally as is practicable. (Amended 1-1-80)

(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.

308.13 (Deleted 9-1-54)

308.14 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. (Amended 1-1-91)

(a) There shall be included as 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 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 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 may be excused from reporting for work until the beginning of the second half of the employee's workday, and in such event the employee will be paid for the time between the expiration of the rest period and the end of the first half of such workday. (Amended 1-1-91)

(2) If the rest period extends into the second half of the employee's workday, the employee may be excused from reporting for work until the following workday, and in such event the employee will be paid for the time between the expiration of the rest period and the employee's regular quitting time on such day. (Amended 1-1-91)

(3) In the application of the foregoing, an employee, unless otherwise instructed, shall be deemed to be excused from reporting to work for the period between the end of the employee's rest period and the reporting time as designated by the applicable subdivision. (Amended 1-1-91)

(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)

308.15 THREE WEEK LIMIT

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

(a) The terms and provisions of this Section shall be applicable to all employees described in Section 300.1.

(b) This Section means that, except for the three exceptions noted below, there is an absolute prohibition against requiring an employee to work more than three consecutive weeks without having two consecutive days off. There is no penalty provided for a violation of the provisions of this Section since the ban is absolute.

If an employee has performed work on 21 straight days, the employee must be granted the next two days off. If the next two days off occur on regular workdays for that employee, such employee shall, nonetheless, be granted the days off at the straight-time rate of pay.

(c) Employees may work beyond the 21 consecutive day limit only under the following conditions:

(1) Any work situation involving an immediate hazard to life or property. This does not include situations limited to a loss of money or revenue only.

(2) Employees voluntarily working emergency overtime.

If an employee is called out for emergency duty and declines to respond because of having worked 21 straight days, the employee shall be excused with no penalty.

(3) Any prearranged work where it is clear that the assignment to such work is voluntary on the part of the concerned employee.

(d) "Day" as used in this Section 308.15 refers to calendar day.

For the purposes of this Section 308.15, the time of day when a work period occurs or the length of any given work period is immaterial. If any work is performed on a given day (except as noted below), such day shall be included in the accumulation of 21 straight days.

"Work" as used in this Section 308.15 is defined as time for which an employee is paid while actively working at such employee's assigned job. This definition does not include travel time, time paid for a meal after dismissal from work and prearranged overtime cancellation payments when the employee has not reported for work. Nor does it include shifts which overlap calendar days by a period of one hour or less.

(1) Any non-workday or holiday on which an employee is not regularly scheduled to work, where an employee volunteers for overtime work (see (c)(2) and (3) above) shall not be included in the determination of 21 straight days, and such days will count as days off whether or not the employee works. (Application of this Section will be made to other regular workdays where employee does not work, e.g., jury duty, etc.)

(2) (a) One day off during the first seven consecutive days worked shall constitute a break in the 21-day accumulation.

(b) One day off after seven consecutive days of work shall not constitute a break in the 21-day accumulation; however, such a day off shall not be counted as a day of work. The count towards 21 consecutive days shall continue upon the employee's return to work. For example, if an employee who has worked 13 consecutive days takes a single day off, the day such employee returned to work shall be the 14th day towards the accumulation of 21 consecutive days.

(3) Successive workweeks of six days worked and one day off are permissible with no requirement of granting two consecutive days off. (Entire Section Amended 1-1-84)

TITLE 309. (Deleted 1-1-74)
See Title 112

TITLE 310. (Deleted 1-1-74)
See Title 106

TITLE 311. (Deleted 1-1-71)
See Title 111

PART IV

TITLE 400. INTERIM NEGOTIATIONS

400.1 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 March 8, 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)

400.2 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 Labor 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 7-25-12)

400.3 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.

400.4 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)

PART V

TITLE 500. TERM

500.1 TERM

This Agreement, having taken effect as of September 1, 1952, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of July 25, 2012 through December 31, 2014, 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. (Amended 1-1-09)

500.2 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 amendment 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 500.1. (Amended 1-1-80)

500.3 GENERAL WAGE INCREASES

(a) Effective January 1, 2012, the basic wage rates established for January 1, 2011 in Exhibit X of this Agreement shall be increased by two and three-quarter percent. (Amended 1-1-12)

(b) Effective January 1, 2013, the basic wage rates established for January 1, 2012 in Exhibit X of this Agreement shall be increased by two and three quarter percent. (Amended 1-1-12)

(c) Effective January 1, 2014, the basic wage rates established for January 1, 2013 in Exhibit X of this Agreement shall be increased by two and three quarter percent. (Amended 1-1-12)

(d) (Deleted 1-1-97)

(e) (Deleted 1-1-09)

500.4 APPROPRIATE UNIT CHANGE

Notwithstanding the provisions of Section 500.1, 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.

500.5 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. (Amended 1-1-84)

500.6 CANCELLATION DUE TO BREACH

Notwithstanding the provisions of Section 500.1, 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.

500.7 RECISIONS

This Agreement cancels and supersedes that certain agreement entered into on August 1, 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.

PART VI
TITLE 600. JOB DEFINITIONS AND LINES OF PROGRESSION

Attached hereto, made a part hereof, and marked Exhibit VI, is a listing of the Section numbers and Exhibits, under which Company and Union have entered into separate Supplementary Agreements setting forth the Job Definitions and Lines of Progression for certain classifications of the Operating, Maintenance and Construction employees as referred to in Part I, Section 100.1 and Part II, Section 200.1 and certain classifications of General Construction employees as referred to in Part I, Section 100.1 and Part III, Section 300.1 of this Agreement.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have caused these presents to be executed this _____ day of _____ 2012.

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Its Vice President - Human Resources

And by: _____
Its Director and Chief Negotiator of Labor 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 I

EDUCATIONAL ASSISTANCE

LETTER AGREEMENT NO. 12-64-PGE

December 18, 2012

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

Dear Mr. Dalzell:

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, 2013. The proposed amendment will eliminate the tiered reimbursement structure for eligible program costs. Under this proposal, qualified employees will receive payment in advance by an Official Tuition Voucher (letter of credit) as direct payment to the institution for tuition and covered fees for qualified program costs up to 100% of the annual employee cap. This Letter of Agreement cancels and supersedes Letter Agreement 93-121.

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 & ELECTRIC COMPANY

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

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

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

December 21, 2012

By: s/Tom Dalzell
Tom Dalzell
Business Manager

EXHIBIT I

EDUCATIONAL ASSISTANCE

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 a 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 up to the annual maximum of $5250 for 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. 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.

B. There is an annual limit of $5,250 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.

(Amended 12-21-12)

EXHIBIT II

GENERAL CONSTRUCTION
PROMOTION-DEMOTION GEOGRAPHIC AREAS

For Use With Titles 305 and 306

CLERICAL SERVICES (All Departments) (including Camp and Kitchen Employees) (Amended 7-25-12)

01) Humboldt and North Bay Divisions
02) Sacramento, Sierra and Vaca Valley
03) North Valley Division
04) San Francisco/Peninsula
05) East Bay
06) Stockton
07) San Jose and Coast Valleys
08) San Joaquin

GAS CONSTRUCTION

0) Construction Operation, promotion-demotion area systemwide
1) Humboldt and North Bay Divisions
2) Sacramento, Sierra and Vaca Valley
3) North Valley Division
4) San Francisco/Peninsula
5) East Bay
6) Stockton
7) San Jose and Coast Valleys
8) Technical Classifications, promotion-demotion area systemwide
9) San Joaquin

LINE CONSTRUCTION (Amended 7-25-12)

1) Humboldt, North Bay and San Francisco Divisions.
2) Shasta, De Sabla, Colgate, Drum and Sacramento.
3) San Joaquin and Stockton
4) San Jose and Coast Valleys
5) Paint Section: Humboldt, North Bay, San Francisco, Drum, Sacramento, Shasta, De Sabla, Stockton, Colgate, and East Bay
6) Paint Section: Coast Valleys, San Jose, and San Joaquin
7) East Bay
8) Tower Construction

FLEET MANAGEMENT

1) Humboldt and North Bay Divisions
2) Shasta, De Sabla and Colgate
3) Sacramento, Drum and Stockton
4) East Bay
5) Coast Valleys, San Francisco and San Jose
6) San Joaquin
7) General Construction Davis Service Center
8) Field Mechanical Inspectors and Working Foreman B's, promotion-demotion areas systemwide

STATION, SUBSTATION, AND HYDRO CONSTRUCTION

1) North Bay and Humboldt Divisions
2) Shasta, De Sabla, Colgate, Drum and Sacramento
3) East Bay
4) San Francisco
5) Coast Valleys and San Jose
6) San Joaquin and Stockton
7) Technical Classifications, promotion-demotion area systemwide

Exhibit II - Promotion - Demotion Geographic Areas provide the same geographic boundaries as the original 13 Divisions and Departments in existence prior to 1987.

EXHIBIT III

CLASSIFICATIONS OF SHIFT EMPLOYEES

ELECTRIC DEPARTMENT

Assistant System Operator
Apprentice System Operator
Division Operator
Grid System Control Operator
System Operator

GAS DEPARTMENT

Apprentice Distribution Gas System Operator
Compressor Engineer
Distribution Gas System Operator
Fireman
Plant Utility Worker
Shift Utility Worker
Watch Engineer

SYSTEM MAINTENANCE & TECHNICAL SUPPORT/GAS SYSTEM OPERATIONS

Apprentice Transmission Gas System Operator
Transmission Gas System Operator
Operator - Mechanic
Operator Mechanic I
Operator Mechanic II
Senior Gas Transmission Operator (PIO)
Senior Operator Mechanic (PIO)

BUILDING DEPARTMENT

Building Engineer
Lead Building Engineer

NUCLEAR POWER GENERATION DEPARTMENT

Chemical and Radiation Protection Technician
Control Operator
Control Room Assistant
Fire Captain
Firefighter
Nuclear Operator
Senior Control Operator
Shift CARP Helper
Shift Control Technician
Shift Firewatch
Shift Utility Plant Clerk
Shift Utility Worker

STEAM GENERATION DEPARTMENT

Assistant Control Operator
Assistant Power Plant Operator
Auxiliary Operator
Control Operator
Power Plant Operator
Senior Control Operator
Senior Power Plant Operator
Steam Heat Engineer

EXHIBIT IV

CLASSIFICATIONS OF SERVICE EMPLOYEES

ELECTRIC DEPARTMENT

Cableman
Cableman's Utility Worker
Electrician Switching
Night Cable Splicer
Night Groundman
Night Manhole Pumpman
Night T&D Assistant
Night T&D Equipment Operator
Patrolman
Street Light Maintenanceman
Troubleman
Work and Resource Dispatcher – Electric
Work and Resource Dispatcher - Meter

GAS DEPARTMENT

Chartperson
Service Representative
Service Mechanic
Service Operator
Steam Serviceman
Night Fieldperson
Work and Resource Dispatcher - Gas

WATER DEPARTMENT

Water Treatment Plant Operator

EXHIBIT V

CLASSIFICATIONS OF RESIDENT EMPLOYEES

ELECTRIC DEPARTMENT

Electrician - Helms
Electrical Machinist - Helms
Electrical Technician - Helms
Electric Maintenance Crew Foreman - Helms
First Hydro Clerk - Helms
Utility Worker - Helms
Relief Hydro Operator - Helms
Station Attendant - Hydro
Hydro Operator - Helms
Telecommunications Technician - Helms

WATER DEPARTMENT

Water Systems Repairperson - Helms

GARAGE DEPARTMENT

Utility Equipment Mechanic - Helms

EXHIBIT VI

***Job Definitions and Lines of Progression**

Section No.	Exhibit	Department
600.1	VI	Division Gas and Steam Heat Department
600.2	VI-A	Materials Distribution and Division Materials Department including Gas Transmission Storage
600.3	VI-B	Steam Generation and Nuclear Power Generation
600.4 Operations	VI-C	Gas System Maintenance & Technical Support/Gas System
600.5	VI-D	Division Garage
600.6	VI-E	Gas Meter Repair Plant
600.7	VI-F	Customer Energy Efficiency Services Department
600.8	VI-G	Division Water
600.9	VI-H	Division and General Office Building Departments
600.10	VI-J	Accounting and Computer Operations Department
600.11	VI-K	Service Centers (Davis and Oakland) General Construction
600.12	VI-L	Division Electric
600.13	VI-M	Field Employees - General Construction

600.14	VI-N	Environmental Field Services
600.15	VI-O	Work and Resource Department

*See Part VI, Title 600, Job Definitions and Lines of Progression.

EXHIBIT VII

BEGINNER'S CLASSIFICATION

APPRENTICE TRANSMISSION GAS SYSTEM OPERATOR
1591 Gas System Operations

ASSISTANT SYSTEM OPERATOR
1823 Electric - Operating

ASSOCIATE POWER PLANT TECHNICIAN
2425 New Generation Power Facilities

AUXILIARY OPERATOR*
1560 Steam Generation and Nuclear Power Generation

CABLEMAN'S UTILITY WORKER
0960 Electric – Transmission and Distribution

CIP INSPECTOR
2201 Customer Energy Efficiency Services Department

COOK'S UTILITY WORKER
0964 Electric - Operating
0965 Electric - Operating
0966 Electric – Operating

DCPP Administrative Associate – Nuclear
1629 Nuclear Power Generation – Clerical

DECONNER
2369 Steam Generation and Nuclear Power Generation – Electrical Maintenance

DISPATCHER-IN-TRAINING
1762 Gas Service
1765 Electric - Transmission & Distribution
1773 Electric – Metering

ELECTRIC T&D ASSISTANT
1096 Electric Transmission and Distribution

FIELD CLERK – WATER
0247 Hydro Maintenance

FIREFIGHTER
0545 Nuclear Generation - Fire Department

FLOORPERSON – G.O. ONLY
0590 Building Service

GARAGE ATTENDANT
0060 Garage

GARAGEMAN
0880 General Services - Garage

GARDENER
0890 General Services - Building Service
0890 Electric - Maintenance

GAS SUPPLY COORDINATOR*
1836 Gas System Maintenance & Technical Support/Gas System Operations

GAS TRANSMISSION OPERATOR*
1576 Gas System Maintenance & Technical Support/Gas System Operations

GROUNDMAN
0910 Electric - Transmission and Distribution

HOUSEKEEPER
0980 Electric - Operating
0983 Electric - Operating
0984 Electric – Operating

HYDRO OPERATOR-IN-TRAINING
1825 Electric - Operating

JANITOR
1050 Steam Generation and Nuclear Power Generation - Operating
1050 General Services - Building Service
1050 Materials Distribution - Warehouse Operations
1050 Materials Distribution - Decoto Pipe Yard and Plant

JANITRESS
1060 General Services - Building Service
1060 Steam Generation and Nuclear Power Generation - Operating

MAINTENANCE ASSISTANT 1
0057 Gas System Maintenance & Technical Support/Gas System Operations

MATERIALS HANDLER*
1210 Materials Distribution - Warehouse Operations
1213 Materials Distribution - Warehouse Operations - Utility
1214 Materials Distribution - Warehouse Operations
1216 Materials Distribution - Warehouse Operations - Utility

METER MAINTENANCE PERSON
2225 Electric – Meter

METER READER
2785 Gas Service

NIGHT GROUNDMAN*
0913 Electric - Transmission and Distribution

NIGHT T&D ASSISTANT
1098 Electric Transmission and Distribution

NUCLEAR OPERATOR***
1699 Nuclear Power Generation - Operating

OPERATOR-IN-TRAINING*
1554 Electric - Operating

PIPEPERSON
1960 Materials Distribution - Decoto Pipe Yard and Plant

PLANT ASSISTANT
0055 Gas - Meter Repair Plant

PLANT UTILITY WORKER
0937 Gas - Measurement and Control

ROUTINE HYDRO CLERK
0265 Electric - Hydro - Clerical

ROUTINE PLANT CLERK
0294 Nuclear Power Generation - Clerical**

SHIFT FIREWATCH - (DCPP)
0547 Nuclear Power Generation - Technical Maintenance

SHOP METERPERSON
1489 Electric - Meter

SHIFT UTILITY WORKER
0950 Gas - Measurement and Control

STATION ATTENDANT
0070 Electric - Operating

TELECOMMUNICATIONS INSTALLER
2406 Electric - Maintenance

TELECOMMUNICATIONS OPERATIONS ANALYST
2417 Electric - Maintenance

TELECOMMUNICATION UTILITY WORKER
0925 Electric - Maintenance

TRAVELING UTILITY WORKER
0498 Materials Distribution Electric and Utility

UTILITY OPERATOR – HYDRO
1824 Electric – Operating (including Hydro Operating)

UTILITY PLANT CLERK (DCPP)
0296 Nuclear Power Generation - Clerical
0297 Nuclear Power Generation - Clerical - Shift

UTILITY WORKER
0920 Materials Distribution - Machine Shop
0921 Electric - Maintenance - Drum
0921 Electric - Operating - Drum
0922 Electric - Maintenance - Helms
0922 Electric - Operating - Helms
0923 Materials Distribution - Electric and Utility
0924 Electric - Meter
0925 Electric - Maintenance
0926 Electric - Operating - Hydro
0927 General Services - Building Service
0928 Nuclear Power Generation - Operating
0929 Nuclear Power Generation - Building Services
0930 Gas - Transmission and Distribution
0932 Telecommunications
0935 Gas System Maintenance & Technical Support/Gas System Operations
0938 Nuclear Power Generation - Technical - Chemical and Radiation Protection
0939 Nuclear Power Generation - Technical - Chemical and Radiation Protection - Shift
0940 Steam Generation and Nuclear Power Generation - Mechanical
0942 Steam Generation and Nuclear Power Generation - Electrical - Traveling
0943 Steam Generation and Nuclear Power Generation - Electrical
0944 Steam Generation and Nuclear Power Generation - Technical
0945 Water
0946 Steam Generation and Nuclear Power Generation - Technical - Traveling
0963 Steam Generation and Nuclear Power Generation - Mechanical - Traveling

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

**Will not be considered a beginning job for bidding purposes for Utility Plant Clerks-DCPP, but will be considered as a beginning job for all other employees.

***Will not be considered a beginning job for bidding purposes for Assistant Power Plant Operator, Auxiliary Operator, or higher classification, but will be considered a beginning job for all other employees.
(Amended 1-1-97)

NOTE: For those classifications indicated by an asterisk (*) or a double asterisk (**) or a triple asterisk (***), refer to the Job Definitions and Lines of Progression for that classification for further information.

GENERAL CONSTRUCTION

FIELD CLASSIFICATIONS

0053 Clerical Assistant
0245 Routine Field Clerk
0885 Field Garageman
0916 Camp Utility Worker
0947 Utility Worker
0961 Utility Worker – Communications
1211 Materials Handler
1926 Painter Utility Worker
2392 Telecommunications Equipment Installer

SERVICE CENTER CLASSIFICATIONS

0314	Routine Shop Clerk	1212	Materials Handler
0882	Garageman		

EXHIBIT VIII
JOB COMPARISONS

(Amended 1-1-09)

(Job description updated to reflect Exhibit X job descriptions)	(Job description updated to reflect Exhibit X job descriptions)
TITLE 300 (GENERAL CONSTRUCTION)	TITLE 200 (REGIONS/DIVISION)
Apprentice Cable Splicer	Apprentice Cable Splicer
Apprentice Communication Technician	Apprentice Telecommunications Technician
Apprentice Equipment Mechanic (SC)	Apprentice Equipment Mechanic (Garage)
*Apprentice Lineman	Apprentice Lineman
Apprentice Electrician	Apprentice Electrician
Apprentice Welder	Apprentice Fitter and Apprentice Welder
Arc Welder	Fitter, Welder
Backhoe Operator	Equipment Operator, Heavy Equipment Operator and T&D Equipment Operator
Cable Splicer	Cable Splicer
Carpenter A	Carpenter
Communication Technician	Telecommunications Technician
Crane Operator	Heavy Equipment Operator
Electrical Technician	Electrical Technician
Electrician	Electrician
Field Garage Mechanic "A"	Equipment Mechanic (Garage)
Field Garageman	Garageman
Field Mechanic "B"	Apprentice Equipment Mechanic (Garage)
Fieldperson	Fieldperson, Light Truck Driver, Truck Driver
First Cook	Cook
First Field Clerk	Field Clerk - Electric T&D, Foreman's Clerk, and First Plant or First Hydro Clerk
Gas Mechanic	Fieldperson
Gas Technician	Gas Control Technician
Hole Digger Operator	T&D Equipment Operator and Heavy Equipment Operator
Kitchen Utility Worker	Cooks Utility Worker
Labor Foreman A or B	Labor Crew Leader
*Lineman	Lineman
Machinist, SC	Machinist

Materials Handler	Materials Handler
Miscellaneous Equipment Operator	Truck Driver T&D, Fieldperson, Heavy Truck Driver, and Light Tractor Driver
Painter	Painter
Painter, SC	Painter
Rigger	Rigger
Routine Field Clerk	Assistant Foreman's Clerk and Routine Hydro or Plant Clerk
Routine Shop Clerk	Assistant Foreman's Clerk and Routine Hydro or Plant Clerk
Senior Field Clerk	Senior Hydro or Plant Clerk
Senior Shop Clerk	Senior Hydro or Plant Clerk
Services Working Foreman	Garage Subforeman
Street Fitter	Fieldperson
*Subforeman A - Line	Electric Crew Foreman
Subforeman A	Electric Maintenance Crew Lead
Substation Mechanic	Mechanic, Electric Maintenance
Towerman	Apprentice Lineman
*Tractor Operator	Heavy Equipment Operator and T&D Equipment Operator
Trencher Operator	Heavy Equipment Operator
Utility Worker	Utility Worker
Welder	Fitter, Welder, and Gas Mechanic
Working Foreman A/B - Gas	Gas Crew Leader

The foregoing comparison of jobs is general and does not necessarily connote that the job which are compared have identical duties or that performance in one job qualifies an employee for a “comparable” job.

See also Sections 205.22 and 305.2

Exhibit VIII does not currently contain all appropriate comparisons and should not be an exclusive resource for the purposes intended.

*The parties agree that the General Construction Lineman and related classifications are comparable to the Title 200 Lineman and related classifications, not to the Title 200 Service Crew Lineman or Title 200 Transmission Lineman.

EXHIBIT IX

LIST OF CLASSIFICATIONS COMMON TO MORE THAN ONE DEPARTMENT AND THE DEPARTMENTS BETWEEN WHICH SUCH CLASSIFICATIONS ARE CONSIDERED THE SAME FOR PURPOSES OF TITLES 205 AND 206.

The attached list indicates the departments and subdepartments in which the classification listed will be considered as the same classification within the meaning of Sections 205.7, 205.8 and 206.4 of the Agreement. This list does not necessarily connote that the jobs within the several departments have identical duties or that performance of the job in one department of itself qualifies an employee for the same classification in another department.

Unless so provided in the departmental Lines of Progression, the fact that a classification is considered as next lower to another in one department does not mean that the same job is next lower to the higher job in another department.

CLASSIFICATION	DEPARTMENTS
Carpenter	Materials Distribution
Telecommunication Technician	Electric Maintenance
Apprentice Telecommunication Technician	Electric Maintenance
Tractor Driver, Heavy	Electric Maintenance, Water
Tractor Driver, Light	Electric Maintenance, Water
Truck Driver, Heavy	Electric Maintenance, Water, Gas T&D, Materials Distribution
Truck Driver, Light	Electric Maintenance, Steam Generation, Materials Distribution
Truck Driver	Electric Maintenance, Water, Gas T&D, Materials Distribution
Electric Crew Foreman Electric Maintenance Crew Foreman Electric Shop Crew Foreman	Electric T&D, Electric Maintenance, Steam Generation, Materials Distribution
Electrician	Electric T&D, Electric Maintenance, Materials Distribution
Electrician	Steam Generation, Nuclear Power Generation
Apprentice Electrician	Electric Maintenance, Steam Generation, Nuclear Power Generation, Materials Distribution
Labor Foreman	Electric T&D, Electric Maintenance, Water
Maintenance Crew Foreman (Mechanical)	Electric Maintenance, Steam Generation, Materials Distribution
Machinist	Electric Maintenance, Steam Generation, Nuclear Power Generation, Gas Plant, Gas System Maintenance & Technical Support/Gas System Operations, Materials Distribution
Apprentice Machinist	Electric Maintenance, Steam Generation, Nuclear Power Generation, Materials Distribution
Materials Handler	Materials Distribution
Materials Leadman	Materials Distribution
Mechanic Mechanic-Rigger	Electric Maintenance, Gas Plant, Steam Generation, Nuclear Power Generation
Painter	Garage, Materials Distribution
Rigger Mechanic-Rigger	Electric Maintenance, Steam Generation, Nuclear Power Generation
Certified Welder	Steam Generation, Nuclear Power Generation, Materials Distribution
Welder	Electric Maintenance, Gas Plant
Apprentice Welder	Electric Maintenance, Steam Generation, Nuclear Power Generation

Exhibit IX does not currently contain all appropriate common classifications and should not be an exclusive resource for the purpose intended**.**

EXHIBIT XI

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 day's 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 XII

ADDENDUM TO TITLE 206 AND 306
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. Supervisor is returned to Lineman 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 Lineman bids out of the Antioch headquarters. Assuming there is no contracting of Electric T&D work, therefore, no 88-104 implications, 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 Electric T&D Department effects a displacement for lack of work and a Lineman has 206.4 rights into Antioch. Since Antioch is not reducing in the Electric T&D Department, the affected Lineman in Antioch would be the one with the least seniority, which may or may not be the former Supervisor.

Example 4. Fifteen months after the Supervisor's return to the bargaining unit Antioch decides to downsize the Electric T&D Department by reducing the number of Linemen by one. Since a reduction is taking place, the Supervisor is the first to be demoted, displaced or laid off.

Example 5. At any time the Supervisor leaves the Antioch Electric T&D 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 XIII

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 all 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 XIV

SEVERANCE

A. Application

Employees laid off pursuant of Section 206.7 and 306.7 of the Physical Agreement will receive the Severance Package as defined below.

Title 200 employees with less than one year of service will not be eligible for the severance program. Title 300 employees with less than two years 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 signing of the agreed to Severance Agreement and Release.

d) Employees who are rehired, pursuant to Sections 206.13 and 306.14 of the Physical 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 7-25-12)

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. **Severance Payment**: Effective close of business on, _____Mr./Ms. _____ shall be laid off from PG&E employment.

   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 shall be 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 and other benefit programs.

2. **No Pending Claims.** 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.

3. **Release.** In consideration for the payment which PG&E shall provide Mr./Ms. _____ under this Severance Agreement and Release, Mr./Ms. _____ on 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.

   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.

   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.

4. **Return of PG&E Property.** 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.

5. **Non Disclosure.** 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.

6. **Anti-Disparagement.** 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.

7. **Breach.** 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.

8. **Misconduct.** 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.

9. **Arbitration.** 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.

10. **Repayment.** 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.

11. **No Admission of Liability.** 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.

12. **Older Workers Benefit Protection Act (Age 40 or over).** 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 paragraph 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 period 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.

13. **Entire Agreement.** 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.

14. **Consultation with Counsel.** 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

First Name
Last Name (Pernr)

DATE

DATE

EXHIBIT XV (Moved from 301.21 effective 1-1-09)

CLARIFICATION TO SUBSECTION 301.4(a)

1. Company may establish a list of motels in the area. An employee may elect to stay at any motel/hotel in the area which is on the Company established list in which event employee shall use the normal method of payment as established by Company (i.e. P-Card, Corporate Credit Card, or other method adopted by Company) where payment is made by Company. If the employee elects to utilize other facilities, he/she must pay the associated cost and submit an Expense Reimbursement form. The cost of such other facility shall be reasonable. The determination of the reasonableness of the cost of such facility shall be subject to review in a manner agreeable to Company and Union. If agreement cannot be reached on the acceptability of the cost of the facility, Union may address the issue in the grievance procedure.

   If an employee elects to utilize other facilities, and submits an Expense Reimbursement form, Company shall reimburse such employee in a reasonable period of time.

2. Facilities placed on the Company established list shall be of reasonable quality. Disputes related to the reasonableness of the facility shall be subject to review in a manner agreeable to local Company and Union representatives. If agreement cannot be reached on the acceptability of a facility, Union may address the issue in the grievance procedure.

   Company shall utilize as a reference for identifying acceptable facilities, travel reference materials such as the California Automobile Association rating system or the Best Western rating system. Additional facilities not on the Company established list may be utilized if approved in advance by Company, and are subject to the same reasonableness requirements for cost and quality as above. All facilities included in the California Automobile Association rating system or the Best Western rating system, with the exception of those that are rated **** (four star), shall be assumed to be on the Company established list.

3. Motels/hotels on the Company list shall be located not more than five (5) road miles and/or fifteen (15) minutes travel time from the employee's regular headquarters, if such headquarters is located in an incorporated area. If the headquarters is in an unincorporated area, both board and lodging facilities must be located not more than 15 road miles of the headquarters provided that such board and lodging are within two road miles of each other. See note (4) below for an exception to this provision.

4. In the city/county of San Francisco, motels/hotels on the Company list shall be located not more than fifteen (15) road miles and/or thirty (30) minutes travel time from the employee's headquarters. Further, such facilities shall not be located in a city or town that requires crossing a toll bridge to reach. (Cannot cross Bay Bridge, Golden Gate Bridge, San Mateo Bridge, etc.)

5. Motels**/**hotels on the Company list shall provide, at minimum, the following conveniences:

   a) In-room telephone (does not include charges associated with use of the in-room phone).

   b) Cable television (does not include charges for use of pay-per-view channels).

6. Company cannot require two or more employees to share a facility. However, two or more employees may elect to share a facility. In the event two or more employees elect to share a facility, and all do not incur an expense, it is understood that only those who incur an expense are entitled to a reimbursement.

7. Employees who elect to utilize a travel trailer or motor home for lodging may do so. In such cases, employees may utilize the services of a campground or similar facility in the vicinity of the job headquarters. The normal method of payment established by Company shall be used for the payment at such facilities. In the event the normal method of payment

established by the Company is not available at the facility selected by the employee, such employee will be required to submit receipts on an Expense Reimbursement Form. Employees who utilize such facilities shall be entitled to the same conveniences as are provided to employees electing to utilize a motel (such as electric, water, telephone, cable television hookup, etc.).

8. Where it is reasonably possible to do so, and where the associated costs would be the same or less as for a motel/hotel, an employee (or several employees) may elect to rent an apartment on a month-to-month basis. Agreement with local management must be reached on a case-by-case basis, however, prior to such rental. There must be a reasonable expectation that the involved employee(s) will remain at the headquarters for a period of time sufficient to make such rental economically feasible.

9. An employee entitled to receive lodging at Company expense need not either commute on consecutive days or stay over night on consecutive days. Such employee may elect to commute on one or more days during a workweek or may elect to stay over night on one or more nights during a workweek.

10. An employee entitled to receive lodging at Company expense is entitled to lodging during a work week the same number of times as the number of work days and non-work days worked during the work week. The nights of lodging are not required to be on the same days as the workdays and non-work days. For example, an employee who works a regular 4 day/10 hour Monday through Thursday schedule may elect to receive lodging reimbursement for Sunday-Monday-Tuesday-Wednesday nights or for Monday-Tuesday-Wednesday-Thursday nights. If such employee was required to work overtime on Sunday in this example, such employee may elect to receive lodging reimbursement for Saturday through Wednesday nights or for Sunday through Thursday nights. If such employee were required to work overtime on Friday in this example, such employee may elect to receive lodging reimbursement for Sunday through Thursday nights or for Monday through Friday nights.

EXHIBIT XVI

CONTRACTING

(Applicable to Title 200 and 300)

It is recognized that Company has the right to have work done by outside contractors. Company will not make a contract with any other firm or individual for the purpose or with the effect of dispensing with the services of employees who are engaged in maintenance, operating or construction work.

It is the general intent of the parties to have bargaining unit employees perform bargaining unit work.

In the exercise of the right to contract work, Company shall observe the provisions of this exhibit.

94-53 Committee

An eight person 94-53 committee shall be established consisting of four individuals appointed by each party.

The committee shall meet at least quarterly; however, either party may call for a meeting.

The purposes of the committee are to (1) assure compliance with this agreement; (2) assure appropriate steps are taken prior to contracting of work in a department; (3) assure compliance with this agreement prior to the utilization of the lack of work provisions of Title 206 or 306 in any department; and (4) review all contracting out of bargaining unit work.

Pre-Contracting Out Provisions

Prior to contracting out work normally performed by the bargaining unit Company shall perform such work by the use of optimum use of voluntary overtime if at all possible. This shall be defined as being able to accomplish the work with the utilization of bargaining unit employees on a straight time and overtime basis if the work can be accomplished in a reasonable time frame.

Exhaust the provisions of 206.13 and 306.14.

Assure no use of contracting or hiring hall personnel has occurred within twelve months of any involuntary layoff in a department or have the number of regular bargaining unit positions brought up to the level in place prior to such involuntary layoff.

Pre Title 206 or 306 Provisions

Prior to the use of the lack of work provisions of Title 206 or 306 that will result in involuntary layoff Company shall first:

Meet with the Union to discuss the possible use of such provisions and assure compliance with the Agreement.

Eliminate all use of contracting and hiring hall personnel on a system-wide basis in the affected department initiating involuntary layoffs.

In the event an employee is displaced into or displaced out of a department using hiring hall employees, a listing of hiring hall positions will be provided to such displaced employees. A list of Hiring Hall positions, if desired, will be provided to displaced employees subsequent to their 206 or 306 assignment. Such displaced employees will be given seven calendar days to prioritize the hiring hall positions if elected. Assignments into the prioritized positions will be based on seniority and qualifications. However, this will not result in an employee being placed into a classification having a higher wage rate as provided for in Sections 206.1 and 306.1.

In the event an employee is displaced into a department that is contracting, the following will apply; Departments included in Letter Agreement 95-54 will be required to absorb the displaced employee or cease contracting before executing subsequent displacements. Those departments not included in Letter Agreement 95-54 that are impacted by displacements may continue the displacement process regardless of contracting status.

Prior to the use of the lack of work provisions of Title 206 and 306 that will not result in involuntary layoff Company shall first:

Meet with the union to discuss the possible use of such provisions and assure compliance with the Agreement.

Eliminate all use of contracting and hiring hall in that department.

Departmental Contracting Out of Work Provisions

All contractors will pay employees prevailing wage as defined by California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1. Further, the parties continue to encourage use of IBEW and union friendly contractors.

Company will maintain accurate records for all hours worked by bargaining unit employees and hiring hall employees on a departmental basis.

Company is to assure that all contractors furnish, on a departmental basis, all hours worked by contractor employees and submit a certified copy of their payroll, including benefits, for each pay period. Failure on the part of the Company or contractor to comply with this agreement shall result in immediate cancellation of the contract between the Company and the contractor.

Inspection of work contracted out will be performed by regular bargaining unit employees consistent with current practices including provisions of 95-54 and pole replacement work.

On a quarterly basis, Company shall hire additional bargaining unit employees in the event hours worked by hiring hall personnel and contractors exceed 20% of the total numbers of hours worked by bargaining unit employees for the previous twelve months. The number of employees to be hired will be equivalent to the numbers of hours worked by contractors and hiring hall personnel in excess of 20% divided by 2080.

On a quarterly basis, the bargaining unit may only be reduced by attrition when the utilization of contract and hiring hall personnel has been at a 10% or lower ratio for the prior twelve months in that department, with the exception of Gas and Electric T&D which maybe at a 15% or lower ratio for the prior twelve months.

Departments for this Exhibit

The departments for the purpose of this exhibit are:

Title 200 and 300

Gas T&D (Title 200 and 300) – see guidelines below (Added 1-1-09)
Electric T&D (Title 200 and 300) – see guidelines below (Added 1-1-09)

Title 200

Electric Substation Maintenance – see guidelines below (Added 1-1-09)

Substation Operations – see guidelines below (Added 1-1-09)
Hydro Maintenance
Hydro Operating
Electric Meter
Electric Office
Hydro Clerical
Telecommunications
Gas Distribution Control Center
Gas M&C
Gas Meter Repair
Water
Materials Warehouse
Material Pipe Line Yard & Plant
Materials Machine Shop
Materials Electric Utility & Hydro Maintenance
General Services Garage
General Services Building Services
Accounting & Computer Operations
Steam Operating
Steam Electrical Maintenance
Steam Mechanical Maintenance
Steam Technical Maintenance
Steam Clerical
Steam Firewatch
Gas System Maintenance
Gas System Operations
Environmental Field Services
Work and Resource Department

Title 300

Fleet
Clerical
Station, Substation and Hydro Construction

General Provisions

Unless otherwise agreed to by the parties, or either party exercise their cancellation rights, letter agreements 91-20, 92-56, 96-107, 97-53 and 95-60 shall remain in effect.

Gas Service Department including Meter Readers fall under the provisions of Section 24.5, of the Clerical Agreement.

The parties will meet to discuss special circumstances such as the current needs in Substation Construction where an exemption to the percentages detailed in "Departmental Contracting Out of Work Provisions" items 5 and 6 are needed.

If incidental contracting occurs without impact to the bargaining unit the provisions of this agreement will not be considered violated. The hours of the incidental contracting are counted toward the total contracting in the department.

Exhibit XVI – Contracting
Electric T&D (200 and 300), Gas T&D (200 and 300) and Substation
(Amended 9-11-09 by Letter of Agreement 09-41)

1. It is the parties' objective to control the need to use outside contractors on work that is normally performed by bargaining unit employees, except for the work describe below.

2. The Company agrees that it will not contract any work which is normally performed by its bargaining unit employees if, as a result thereof, it would become necessary to lay off, demote or displace any regular employee. If contracting is taking place, the department's staffing numbers shall not be eroded by attrition over the long term as a direct result of the contracting.

3. Prior to the use of the lack of work provisions of Title 206 or 306 that will result in involuntary layoff or displacement, Company shall first eliminate all use of contracting and hiring hall personnel in the affected department. No contracting or hiring hall personnel may be used in

the affected department within 12 months of any Title 206 or 306 activity unless the rehire list for that department has been exhausted.

4. Call Outs and Prearranged Overtime. The Company will exhaust the applicable 212 list and check the availability of Title 300 resources before calling contractors for emergency duty. The appropriate Title 200 and 300 bargaining unit employees will be offered prearranged overtime before any contractors are called into work for prearranged overtime. This provision does not apply to regularly scheduled contractor workweeks that exceed 40 hours. Only bargaining unit employees will be used to inspect work performed by contractors consistent with current work practices. To support this initiative, Company will initiate and sustain training programs that will develop an adequate number of trained bargaining unit Inspectors. Inspectors will be journeymen or above selected by Company and approved by Union.

5. The parties recognize that peak work is best accomplished through the use of hiring hall employees or contracting. The Company may contract work (1) when needed specialized skills or specialized equipment are not available (2) when peak workloads require a temporary increase in the Company's forces with subsequent lay-off of such additional forces; (3) **Electric T&D only:** to provide minimal ongoing employment for contractors to facilitate response to storms or other major outages.

6. On a quarterly basis or more often as needed**,** representatives of the Company and Union will meet to review the Company's operational needs and various alternatives for completing the work. Prior to each quarterly meeting, Company will share actual hours contracted compared with projected hours that were forecast. Before deciding whether or not to contract such work, thorough consideration will be given to (1) staffing levels and the possible need to hire additional regular and/or hiring hall employees; (2) providing the opportunity for overtime to the work group involved either instead of or in conjunction with contracting; and (3) other alternatives which would permit greater utilization of Company employees within the requirements of the work to be performed and other restraints such as the time within which the work must be completed. The ultimate decision on staffing levels, overtime assignments, and contracting rests with the Company.

7. All construction work normally and historically performed by the bargaining unit will be performed by a contractor signatory to an agreement with IBEW Local 1245 covering the work in question. The Joint Labor Management committee overseeing this agreement may agree to contract work to a contractor who is signatory to a union other than IBEW Local 1245 or to a non-signatory contractor. This agreement does not apply to either the Gas System Maintenance/Gas System Operations Department (sometimes referred to as CGT) or Gas M&C; these departments remain subject to Exhibit XVI. Nothing in this agreement is intended to modify any current understanding of (A) work normally performed by Gas T&D or (B) work normally performed or not normally performed by employees in the covered departments.

8. For maintenance work, all contractors will pay employees the prevailing wage as defined by the California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1. Further, the parties continue to encourage the use of IBEW and union-friendly contractors.

9. Upon 30 days written notice, either party may cancel this agreement for any department covered by this agreement, in which case the existing term of Exhibit XVI will revert as operative for that department. In the event of cancellation, existing PLA contracts would continue only to the extent required by the termination and cancellation clause of the agreement with the contractor and hours worked by contractors would not count as hours worked under Exhibit XVI. Company will during the full term of this agreement require all contractors to provide all data needed to comply with Exhibit XVI. Amendments to this agreement may be made by agreement of the Chief Negotiator for the Company and the Union's Business Manager.

EXHIBIT XVII

METER READER EXHIBIT (SEE SEPARATE BOOKLET)

EXHIBIT XVIII (Amended 7-25-12)

(Letter Agreement R2-05-67-PGE)

CONDITIONS APPLICABLE TO NEW GENERATION POWER FACILITIES

The parties recognize that the Company in the near future will be operating new generation facilities that have different technologies and operating characteristics than the traditional power plants previously owned and operated by the Company. These plants will require special universal employee commitments to operating and maintaining the plants.

To that end, the parties have agreed to apply the following conditions to employees who are assigned to these facilities. Where these conditions conflict with provisions in the current Physical Labor Agreement, these provisions will be applicable. All other provisions in the current Physical Labor Agreement not addressed in this Exhibit will be applicable.

Job Classifications*	**Job Level**	**Pay Rate**
Power Plant Technician	Assistant Power Plant Tech (entry level)	TBD
	Power Plant Tech I	TBD
	Power Plant Tech II	TBD
	Power Plant Tech III	TBD
	Power Plant Tech IV	TBD

Lead Power Plan Technician SAP Code 50319268 (Added 7-25-12)

Regular Lead Power Plant Technician positions may be established at each plant. Such position shall receive a 10% wage increase over the Advanced Power Plant Technician rate.

Candidates will be interviewed by a panel consisting of a Company representative and one or more Technicians. The panel will consider such factors as job performance, experience, and leadership and technical abilities. If the panel is unable to reach a consensus, the final selection will be made by the Company representative. Employees who accept the position may be promoted effective on the date of the offer.

4) Additional Job Responsibilities (Noted in LA 06-53, 09-13 and 09-49) (Added 7-25-12)

- Temporary assignments to Lead Power Plant Technicians are not intended to replace regular Lead positions but may be utilized for a trial period for regular assignments, increase work load, vacation relief, etc.

(a) Parties will develop skill blocks and their application for the job classifications prior to start up.

(b) The provisions of Title 206 shall not be applicable unless an employee is subject to layoff for lack of work, then the employee's option will be limited to Sections 206.5 and 206.6 to positions outside of New Generation. The employee shall be entitled to Section 206.8 provisions. (Amended 7-25-12)

(c) Employees who are subject to layoff for lack of work shall be entitled to severance as defined in Exhibit XIV and will have re-employment rights under Section 206.13 to any beginning level classification covered under the Physical Agreement.

(d) The Company may determine the classification subject to layoff provided that the parties have met and explored other alternatives.

WORK HOURS

(a) Non-Shift employee's basic workweek shall be Monday through Friday consisting of eight (8) hours with a half hour unpaid lunch break and shall commence no earlier than 6:00 a.m. and no later than 9:00 a.m. The regular start times shall be determined after start-up, by mutual agreement. Based on operational needs the parties may agree to alternative work schedules that best supports the needs of the Company and the employee.

(b) Shift employees work scheduled shifts on a rotating twenty-four (24) hour day shift seven days a week. The workweek shall be regularly scheduled and may start any day of the week and any hour of the day. A regular schedule shall be determined after start up, by mutual agreement.

(c) The Company determines the basic workweek, work hours, and staffing of employees prior to start up, consistent with their need to properly operate and maintain the plant.

(d) It is understood that Shift employees by nature of the work cannot leave their work stations in order to take a meal break but shall be permitted to eat their meals during work hours. Overtime meals shall be consistent with Title 104 of the Physical Labor Agreement.

(e) Company shall provide forty-eight (48) hours notice of any change in work schedule and cannot be done more than once a week. Such change shall not result in the payment of overtime, provided that the employee does not work more than eight (8) hours on a workday or more than 40 hours in a workweek.

INTER-PLANT TRANSFERS

(a) Employees may be temporarily assigned to other plants covered under this Exhibit for the purposes of operational and/or maintenance needs or the duration of an outage. Company shall first solicit volunteers for such assignments and selection will be made on the basis of qualifications and experience. The expenses shall be covered by Title 201. The parties agree that alternative arrangements can be worked out between the employee and the supervisor and the Local Business Representative. (Amended 7-25-12)

(b) Employees can submit written requests for transfers to other plants covered under this Exhibit to regular or part-time positions. The Company shall consider such requests on the basis of job performance and skills, the qualifications needed at the new work location, the impact on the employee's current work location and the number of times the employee has previously transferred. The Company shall also retain the right to fill such vacancies through new hire.

CONTRACTING

(a) The Company retains the right to determine methods, techniques, and types of work or services performed, not performed, or services to be contracted or subcontracted by any plant covered by this Exhibit. The provisions of Exhibit XVI shall not apply as contracting performed during maintenance outages was specifically exempted from the provisions of Exhibit XVI and any contracting to be performed

during non-outage periods is not expected to be within the job duties that are routinely performed by existing personnel at the facility.

(b) The management right to contract or subcontract work or services shall not be intended to reduce the size of the bargaining unit, once established.

OVERTIME

(a) All overtime, including pre-arranged and emergency overtime, shall be consistent with Title 208 of the Physical Labor Agreement.

(b) In lieu of the provisions of Section 208.16, the Company shall distribute overtime as reasonably as possible.

(c) By the nature of this Exhibit the Company may distribute and assign overtime to employees based on job qualifications. Additionally, the Company can require employees to come to work for emergency overtime based on qualifications. The parties will meet, if necessary, to work out emergency response arrangements that will suit the needs of the Company and the employee.

(d) Extension of the work day overtime assignments or lunch overtime shall be at the discretion of the Company.

ENABLING CLAUSE

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

*Note: The parties agreed to negotiate specific job classifications, skill blocks and progression, wage rates and incidental issues prior to each new plant becoming operational. These are included in Section 600.14, Exhibit VI-N, New Generation.

Insert Supplement to Section 1.7 at this location.

SUPPLEMENTS

LABOR AGREEMENT INTERPRETATION

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

TITLE 104 - MEALS - Physical Agreement
TITLE 16 - MEALS - Clerical Agreement

Section 104.1 of the Physical Agreement and Section 16.1 of the Clerical Agreement state that 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 therefore.

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 mealtime...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 mealtime.

"There have been no maximum cost limits for meals agreed upon because the cost of meals may vary due to such factors as the time of day, location, conditions and other circumstances. However, the requirement of reasonableness in the selection of a 'comparable substitute' for the meal missed should be followed."

The following guidelines, but not necessarily in the order listed, should be kept in mind by both employees and supervisors in determining whether or not a meal purchased as a comparable substitute is or is not reasonable.

1. The cost of meals at the average restaurant available in the general area, but excluding such luxury items as filet mignon or combination steak and seafood dinners. The foregoing is not intended to mean menu averaging.

2. The availability of restaurants which can provide a comparable substitute within a reasonable distance of the job site or between the job site and the headquarters.

3. The breakfast, luncheon or dinner menu where comparable substitutes are available, but excluding extra a la carte items. The foregoing does not preclude ordering a la carte when that is all that is available nor does it preclude a la carte desserts with dinner meals.

4. The weather or other extreme working conditions to which the employees have been subjected.

5. The amount by which the time limits in the Agreement and in the Guidelines have been exceeded, with some consideration as to whether or not sandwiches and a hot beverage have been supplied on the job. Except for lunch, the foregoing does not imply that sandwiches and a hot beverage are to be considered as a comparable substitute nor is it intended to mean that employees are to be worked routinely nor excessively beyond the aforementioned time limits.

For Union: /s/ L. L. Mitchell
Its Business Manager

Date: June 26, 1974

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

Date: June 13, 1974.

SUPPLEMENT TO TITLE 205 BIDDING UNITS

BIDDING UNIT ONE

AREA ONE

Berkeley	Pinole	Rodeo
El Cerrito	Richmond	

AREA TWO

Alameda	Emeryville	Oakland

AREA THREE

Antioch	Contra Costa Power Plant	Orinda
Avon	Lafayette	Pittsburg
Brentwood	Martinez	Pittsburg Power Plant
Concord	Moraga	Walnut Creek

AREA FOUR

Fremont	Newark	San Ramon
Hayward	Pleasanton	Sunol
Livermore	San Leandro	Union City
Gas Meter Repair - Fremont	Electric Meter Repair Shop-Fremont	

BIDDING UNIT TWO

AREA FIVE

Belmont	Half Moon Bay	San Mateo
Burlingame	Redwood City	

AREA SIX

Hunters Point Power Plant	Potrero Power Plant	San Francisco
Oakland Power Plant		

AREA SEVEN

Brisbane	Daly City	San Bruno
Colma	Pacifica	South San Francisco

BIDDING UNIT THREE

AREA EIGHT

Ignacio		
Mill Valley	Olema	San Rafael
Novato	Point Reyes	Sausalito

AREA NINE

Cloverdale, Inc.	Healdsburg	Santa Rosa
Geysers Power Plant	Petaluma	Sebastopol
Geyserville	Rohnert Park	Sonoma
Guerneville		

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	

BIDDING UNIT FOUR

AREA TWELVE

Arcata
Bridgeville
Eureka
Ferndale
Fortuna
Garberville
Humboldt Bay Power Plant
Weott
Willow Creek

BIDDING UNIT FIVE

AREA THIRTEEN

Brighton
Cameron Park
Folsom
Placerville
Sacramento

AREA FOURTEEN

Cordelia
Davis
Dixon
Fairfield
Rio Vista
Vacaville
West Sacramento
Winters
Woodland

BIDDING UNIT SIX

AREA FIFTEEN

Big Bend Village
Big Springs
Bucks Lake
Caribou
Centerville
Chico
Greenville
Hamilton City
Lake Almanor
Magalia
Nelson
Orland
Paradise
Prattville
Quincy
Rodgers Flat
Storrie
Willows

BIDDING UNIT SEVEN

AREA SIXTEEN

Arbuckle
Colusa
Dobbins
East Nicolaus
Gridley
Lincoln
Marysville
Meridan
Oroville
Smartville
Wheatland
Williams
Yuba City

BIDDING UNIT EIGHT

AREA SEVENTEEN

Anderson
Burney
Cassel
Central Valley
Cloverdale
Corning
Cottonwood
Fall River Mills
Forest Glen
Hat Creek
Hayfork
Junction City
Manton
Montgomery Creek
Paynes Creek
Red Bluff
Redding
Round Mountain
Trinity Center
Weaverville
Whitmore
Wildwood

BIDDING UNIT NINE

AREA EIGHTEEN

Alta
Auburn
Colfax
Downieville
Dutch Flat
Emigrant Gap
Fresh Pond
Grass Valley
Loomis
Nevada City
Roseville

BIDDING UNIT TEN

AREA NINETEEN

Groveland
Jamestown
Long Barn
Modesto
Newman
Oakdale
Patterson
Pinecrest
Sonora
Tuolumne
Turlock
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	Kettlemen	Springville
	Lemoore	

AREA TWENTY-FIVE

Arvin	Hinkley	Tehachapi
Bakersfield	Ridgecrest	Trona
Boron	Rosedale	Wasco
Buttonwillow	Taft	

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
Buelton	Pismo Beach	Solvang
Diablo Canyon Power Plant	San Luis Obispo	Templeton
Lompoc		

BIDDING UNIT FOURTEEN

MATERIALS DISTRIBUTION

BIDDING UNIT FIFTEEN

HYDRO GENERATION

BIDDING UNIT SIXTEEN

GAS SYSTEM MAINTENANCE & TECHICAL SUPPORT/GAS SYSTEMS OPERATIONS

BIDDING UNIT SEVENTEEN

(Deleted 1-1-94)

BIDDING UNIT EIGHTEEN (3)

Materials
Reprographics
Mail
Design Drafting
Telecommunications
Garage
Building and Maintenance Operations

BIDDING UNIT NINETEEN

San Francisco Computer Center
Fairfield Computer Center/Data Recording Section
Vice President & Comptroller's Organization (Including Customer Accounting and West Sacramento Billing Center)

BIDDING UNIT TWENTY (L/A R1-05-21)

SEE SUPPLEMENT TO TITLE 205 BIDDING UNITS AND 206 DEMOTION UNITS DIVISION ELECTRIC OPERATING

BIDDING UNIT TWENTY-ONE (Added 7-25-12)

Environmental Field Specialist Unit

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. A specifically designated Bidding Unit Supplement for Division Electric Operations follows at the end of the Demotion Unit Supplement. (Amended 1-1-09)

2) Bidding Unit Eighteen Garage, Building and Materials employees are 205.5(d)(1) and 205.7(b) bidders to Garage, Building and Materials classifications in Bidding Unit Two.

3) Bidding Unit Two Garage, Building and Warehouse employees are 205.5(d)(1) and 205.7(b) bidders to Garage, Building and Materials classifications in Bidding Unit Eighteen.

DER, DCPP employees are 205.5(d)(1), 205.7(b) and 18.5(c)(1) bidders to Bidding Unit Thirteen.

SUPPLEMENT TO TITLE 206 DEMOTION UNITS

DEMOTION UNIT ONE

AREA ONE

Berkeley
El Cerrito
Pinole
Richmond
Rodeo

AREA TWO

Alameda
Emeryville
Oakport
Oakland

AREA THREE

Antioch
Avon
Brentwood
Concord
Lafayette
Martinez
Moraga
Orinda
Pittsburg
Walnut Creek

AREA FOUR

Fremont
Gas Meter Repair - Fremont
Elec. Meter Repair - Fremont
Hayward
Livermore
Newark
Pleasanton
San Leandro
San Ramon
Sunol
Union City

DEMOTION UNIT TWO

AREA FIVE

Belmont
Burlingame
Half Moon Bay
Redwood City
San Carlos
San Mateo

AREA SIX

San Francisco

AREA SEVEN

Brisbane
Colma
Daly City
Pacifica
San Bruno
South San Francisco

DEMOTION UNIT THREE

AREA EIGHT

Ignacio
Mill Valley
Novato
Olema
Point Reyes
San Rafael
Sausalito

AREA NINE

Cloverdale, Inc.
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

AREA TWELVE

Arcata
Bridgeville
Eureka
Ferndale
Fortuna
Garberville
Humboldt
Weott
Willow Creek

DEMOTION UNIT FOUR

AREA THIRTEEN

Brighton
Cameron Park
Folsom
Placerville
Sacramento

AREA FOURTEEN

Cordelia
Davis
Dixon
Fairfield
Rio Vista
Vacaville
West Sacramento
Winters
Woodland

AREA FIFTEEN

Big Bend Village
Big Springs
Bucks Lake
Greenville
Hamilton City
Lake Almanor
Paradise
Prattville
Quincy

Caribou
Centerville
Chico
Magalia
Nelson
Orland
Rodgers Flat
Storrie
Willows

AREA SIXTEEN

Arbuckle
Colusa
Dobbins
East Nicolaus
Gridley
Lincoln
Marsyville
Meridian
Oroville
Smartville
Table Mountain
Wheatland
Williams
Yuba City

AREA SEVENTEEN

Anderson
Burney
Cassel
Central Valley
Cloverdale
Corning
Cottonwood
Fall River Mills
Forest Glen
Hat Creek
Hayfork
Junction City
Manton
Montgomery Creek
Paynes Creek
Red Bluff
Redding
Round Mountain
Trinity Center
Weaverville
Whitmore
Wildwood

AREA EIGHTEEN

Alta
Auburn
Colfax
Downieville
Dutch Flat
Emigrant Gap
Fresh Pond
Loomis
Grass Valley
Nevada City
Roseville

DEMOTION UNIT FIVE

AREA NINETEEN

Groveland
Jamestown
Long Barn
Modesto
Newman
Oakdale
Patterson
Pinecrest
Sonora
Tuolumne
Turlock
Twain Hart

AREA TWENTY

Angels Camp
Arnold
Bellota
Hathaway Pines
Jackson
Lodi
Manteca
Martell
San Andreas
Stockton
Tracy
Victor

AREA TWENTY-ONE

Auberry
Avenal
Caruthers
Clovis
Coalinga
Corcoran
Dinuba
Five Points
Fresno
Helms
Huron
Kerman
Kettleman
Lemoore
Piedra
Reedley
Riverdale
Sanger
Selma
Springville

AREA TWENTY-TWO

Arvin
Bakersfield
Boron
Buttonwillow
Hinkley
Ridgecrest
Rosedale
Taft
Tehachapi
Trona
Wasco

AREA TWENTY-THREE

Chowchilla
Dos Palos
Firebaugh
Los Banos
Madera
Mariposa
Merced
North Fork
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

HYDRO GENERATION

AREA TWENTY-NINE

Northern Area

AREA THIRTY

Central Area

AREA THIRTY-ONE

Southern Area

DEMOTION UNIT EIGHT

GAS SYSTEM MAINTENANCE/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

Building
Reprographics
Mail
Building and Maintenance Operations
Telecommunications
Garage
Computer Operations
Vice President & Comptroller'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.

DEMOTION UNIT THIRTEEN (L/A R1-05-21)

SEE SUPPLEMENT TO TITLE 205 BIDDING UNITS AND 206 DEMOTION UNITS
DIVISION ELECTRIC OPERATING

DEMOTION UNIT FOURTEEN (Added 7-25-12)

Environmental Field Specialist

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. A specifically designated Demotion Unit Supplement for Division Electric Operations follows at the end of the Demotion Unit Supplement. (Amended 1-1-09)

2) Demotion Unit Eleven Garage, Building and Materials employees have 206.4, 206.5 and 206.6 demotion rights to Garage, Building and Materials classifications in Demotion Unit Two.

3) Demotion Unit Two Garage, Building and Materials employees have 206.4, 206.5 and 206.6 demotion rights to Garage, Building and Materials classifications in Demotion Unit Eleven.

SUPPLEMENT TO TITLE 205 BIDDING UNITS AND 206 DEMOTION UNITS
DIVISION ELECTRIC OPERATING
(Added 1-1-09)

Promotion Unit for T&D	**Demotion Unit for T&D**
BIDDING UNIT 20	**DEMOTION UNIT 13**
AREA 29	AREA 37
Humboldt	Humboldt
North Valley	North Valley
Auburn	Auburn
Vaca-Dixon	Vaca-Dixon
Round Mountain	Round Mountain
Table Mountain	Table Mountain
Fulton	Fulton
Russian River	Russian River
Ignacio	Ignacio
AREA 30	AREA 38
Golden Gate	Golden Gate
San Mateo	San Mateo
Pittsburg	Pittsburg
Newark	Newark
Tesla	Tesla
Diablo	Diablo
East Bay	East Bay
Mission	Mission
AREA 31	AREA 39
DeAnza	DeAnza
Edenvale	Edenvale
Moss Landing	Moss Landing
Metcalf	Metcalf
Diablo Canyon	Diablo Canyon
Central Coast	Central Coast
San Luis Obispo	San Luis Obispo
AREA 32	AREA 40
Fresno Operating Center	Fresno Operating Center
Los Banos	Los Banos
Stockton	Stockton
Yosemite	Yosemite
Fresno	Fresno
Kern	Kern
Midway	Midway

CRITICAL CLASSIFICATIONS

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

March 8, 1974

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

Gentlemen:

This letter cancels and supersedes all previous proposals submitted to you on the same subject.

As discussed with you on numerous occasions, it has become increasingly difficult for the Company to properly staff and maintain qualified personnel in certain journeyman classifications and locations in the system. In an attempt to solve this problem, Company proposes the following:

1. When the complement of a journeyman classification is 10% or more below the desired strength for 90 days or more at a specific headquarters, Company may upon giving written notice to Union designate the apprenticeship leading to such journeyman classification, the journeyman classification, and classifications above the designated journeyman classification, as critical classifications. Non-apprenticeship situations shall be handled in accordance with Paragraph 8 below.

2. In order to bring the complement at the affected headquarters to the desired level, Company will initially seek volunteers system-wide for assignment to such critical classifications through the postbid procedure. Employees voluntarily transferring to the critical classifications shall be designated critical and be subject to the conditions outlined below. If sufficient employees are obtained in this manner to alleviate the critical situation, no further action will be taken. If, however, a sufficient number of employees are not obtained for critical status, Company shall designate all apprentices appointed after the date critical status was applied at that headquarters as "critical apprentices."

3. (a) Except as provided in (b) below, employees on critical status shall be paid 8% above their basic weekly rate as provided for in Exhibit X.

(b) Employees in a critical apprenticeship status shall be paid the following percent adjustment above their basic weekly rate as provided for in Exhibit X:

Start	3%
End 6 months	4%
End 1 year	5%
End 18 months	6%
End 24 months	7%
End 30 months	8%

4. Employees on critical status will not have their prebids or postbids for vacancies in or below their present classifications nor their application for transfer considered for any job outside of their existing headquarters or outside of their Line of Progression.

5. A journeyman's "critical" status shall be for a period of three years with the exceptions set forth in Item 6 below. However, by mutual agreement, the "critical classification" designation may be lifted on either an individual or on a total basis. Apprentices on critical status complete their training at the "critical" headquarters.

6. Apprentices designated as critical who progress to unassigned journeymen status shall continue on "critical" status for two additional years under the conditions outlined above. If the desired strength has been met at the concerned headquarters, the unassigned journeyman may replace the senior journeyman on "critical" status who desires such replacement. Upon his release from "critical status," the 8% weekly allowance and the freeze on bidding and transfer rights will cease.

7. Company will give the Union and the involved employees 90 days' notice of the cancellation of the "critical classification" designation. However, upon cancellation by Company, employees on critical status shall continue to receive the appropriate weekly allowance for the remainder of their applicable term or until such time as they bid or transfer to another classification or headquarters.

8. In critical situations where a formal apprenticeship is not involved Company proposes to apply the 8% weekly allowance and the freeze on bidding and transfer rights to the journeyman classification under the conditions outlined above. However, in each instance, the

added weekly pay and the total length of the bid or transfer freeze for classifications leading to such non-apprentice journeymen shall be established by agreement between Company and Union. Such agreement shall be, to the extent possible, consistent with the framework outlined above for apprentice situations.

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 /s/ I.W. Bonbright
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

By /s/ L.L. Mitchell
July 1, 1974 Business Manager

EXHIBIT X – WAGES

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***For 2012 – 2014 wage rates of "incumbent" employees who are eligible and possess a Commercial Driver's License, see Letter of Agreement 12-32.**