



30 ORANGE TREE CIRCLE
VACAVILLE, CA 95687
P.O. BOX 2547, VACAVILLE, CA 95696

TOM DALZELL, BUSINESS MANAGER
MICHAEL DAVIS, PRESIDENT

(707) 452-2700
FAX (707) 452-2701

Summary of Physical Tentative Agreements and Company's proposed offer on Wages, Title 104-Meals, LA 90-113 CDLA and Title 205 (Bidding)

Tentative Agreements

- Letter of Agreement 10-36 is canceled (Safety Related Agreement)
- Pre-Apprentice Lineman staffing agreement with agreed to ratios for Title 200/300 Electric Crews. Agreement to hire in Electric Department through 2015.
- Ad Hoc Committees are established for Transmission/Distribution Electric Operations, Corrosion Mechanic, Hydro, Physical Clerical, DCPD
- Grievance Procedure: Improvements in accountability and ability to fast track grievance
- Update 208.2 & 308.2 to comply with LOA 04-10 (Alternative work schedules; double time after 8 hours on 2nd day of overtime until return to work on a regular workday)
- Permanent New Generation Lead Position 10% increase and 206.5, 206.6 rights
- Safety Straps to be provided to employees at no cost (PPE)
- FR Clothing Allowance LOA 08-23 & 09-27: Agreement to expand committee
- Funeral Leave language improvement consistent with Clerical Agreement
- Vacation Transfer, Voluntary sale of vacation in the event of death
- T300 travel allowance improvement: Title 301.11
- T300 Field Clerical changes to promo-demo area exhibit II of Agreement.
- Tower Department changes to Exhibit II of Agreement (Previous letter of agreement)
- Tool Allowance for T200/300 mechanics: Refer to ad hoc committee in progress
- Cover letter language: Temporary upgrades should not exceed one year
- Cover letter language for hiring hall employees placed at higher tier for future hiring
- Agency Shop: Eliminate non dues payer exemption
- Sympathy strike language added: Title 3.2 (Complies with Court decisions)
- Update Severance language and Change "Manager of Industrial Relations" to "Director of Labor Relations"

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

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Tentative Agreements Title 205 (Bidding)

- Cover letter language for "D" Bidders; Documents current practice
- Changes to bids (205.4(g) cancellation of pre-bids
- Add "regular" to define status,
- New job at headquarters eliminate "60 days",
- Pre-Apprentice 1:1 ratio for filing vacancies,
- Notification of bypass language change,
- Add bidding unit 21 (Environmental Field Specialist)
- Amend bid rights for provisional employees,
- Change tie-breaker language

Wages Adjustments with additional job duties. Separate Letter of Agreements and contingent on Physical and Benefit Agreement ratification. Union may determine that certain agreements be voted on by affected departments.

- T300 Gas Welders 3% who volunteer to perform in-service welding (LOA 11-48)
- T200 Gas Control Tech increase to standard tech rate (\$1.62/hour) (LOA 11-47)
- T200 Gas Control Tech GSM&TC increase to standard tech rate (\$1.31/hour) (LOA 11-47)
- T200 M&C Mechanic increase 0.94/hour LOA 11-47
- T200 Electrical Tech (4.1%) and Electrical Tech Crew Lead 5% above Tech (LOA 11-46)
- T300 Electrical Tech (4.1%) and Electrical Tech Crew Lead 5% above Tech (LOA 11-46)
- T200 Electric Maintenance Crew Leader 5% above Switchman (LOA 11-46)
- Agreement to send out to certain Electric T&D Title 200 classifications for separate vote on a Stand by Emergency Duty Pilot Agreement at a later date.

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Company's Last, Best and Final offer for the Physical Agreement includes the following:

- General Wage Increase: 2.75% in 2012; 2.75% in 2013 and 2.75% in 2014 with additional 0.5% in 2014 if both agreements are ratified on the first ballot vote.
- Changes to Title 104-Meals: See enclosed Company proposed changes
- Changes to CDLA LA 90-113: See enclosed Company proposed changes
- Title 205 Bidding: Limit number of bids to 80

Company's proposed offer on Title 104 and LA 90-113 CDLA

TITLE 104. MEALS

104.1 INTENT

(a) 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 **except as provided in Subsection 104.1(b)**, 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. **(Amended 1-1-12)**

Average and usual meal practices for day employees are defined as:

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.

(b) 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. **If called out during the average and usual meal time, the Company may require employees to delay the average and usual meal time. In such event, the employee will be required to forego the meal and receive the in-lieu meal payment provided for in Section 104.10. The Company shall exercise good judgment when utilizing this section of the agreement. (Amended 1-1-12)**

104.9 MEALS - REIMBURSEMENT WHEN PURCHASED

Company shall reimburse an employee for the cost of a meal under the provisions of this Title **not to exceed \$30** when such meals are purchased by the employee. **(Amended 1-1-12 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 **not to exceed \$30**, 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. **The time taken to consume a meal in excess of one hour for the meal taken on the way back to the yard does not apply for eligibility of a rest period in the application of Section 208.11.** 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 1-1-12 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: | <u>\$23.00</u> |
| | (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 |

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|----|------------------------------------|-----------------------------------|
| 2. | Meal following dismissal from work | \$20.00 <u>\$23.00</u> |
| 3. | Meal missed during a work period | \$20.00 <u>\$23.00</u> |

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 1-1-12 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)

104.12 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 **not to exceed \$30**, or **(Amended 1-1-12 1-1-88)**

(b) no change.

(c) such employee may provide the meal(s) on the job, and the Company shall pay the employee an allowance of **\$23.00** ~~\$15.00~~ for each meal. **(Amended 1-1-12 1-1-09)**

(d) no change

Update Letter Agreement 90-113 (Commercial Driver's License Addendum—CDLA) to include the following:

- 150% ratio of employees with Commercial Driver's License (CDL) to vehicles at the headquarters.
- CDLA premium (\$600) will be added to the hourly wage effective upon SAP implementation. Separate classification codes and SAP codes will be established to designate the higher CDLA wage rates. Employees on a daily upgrade currently paid at \$2.50/day shall now be upgraded to the CDLA designated classification.

New Hires/Transfers – Commercial Driver's License

- All new hires and transfers/bidders after December 31, 2011 to Gas and Electric T&D will be required to have and maintain a CDL as part of their job duties and will not receive additional compensation. Employees in Title 200 Gas and Electric T&D and Title 300 Gas and Electric positions as of December 31, 2011 bidding to Title 200 CDLA required positions will remain eligible for the higher CDLA wage rate. Employees must obtain a Class A permit by month 3 and a Class A driver's license within 12 months unless Company is unable to provide timely training.
- Current and future Pre-Apprentice Linemen required to maintain CDL upon progression.
- Create three separate classifications and bid codes: CDLA, Non-CDLA, CDL for new hires/bidders
- Accommodation of Current Employees Without Licenses: Employees who are currently being accommodated in a position requiring a license will continue to be accommodated unless there is significant change in local operating conditions which prevent the accommodation or the employee's condition changes.
- Future Accommodation of Employees with Suspended Licenses: Employees who currently possess a license, but have their license temporarily suspended or who are temporarily unable to drive for other reasons, will be considered for accommodation on a case by case basis taking into consideration local operating conditions and the length of the suspension or inability to drive. Accommodation decisions will be subject to the grievance procedure.
- Employees unable to maintain CDL for a medical condition will be reviewed for accommodation on a case-by-case basis. Accommodation decisions will be subject to the grievance procedure.
- Company shall pay all cost associated with obtaining the maintaining CDL.