



**Pacific Gas and  
Electric Company.**

Stephen A. Rayburn  
Director and Chief Negotiator  
Labor Relations

Mail Code N2Z  
P. O. Box 770000  
San Francisco, CA 94177  
415-973-4310

November 10, 2010

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 Company's understanding of the settlement reached on October 25, 2010, between the Company's Negotiating Committee and the Union's Negotiating Committee in General Negotiations with respect to the IBEW Clerical Agreement between Company and IBEW Local 1245.

### **Term**

The Clerical Agreement will have a four-year term of January 1, 2011 through December 31, 2014.

### **Wages**

The Company will grant a general wage increase, using normal rounding, of two percent (2.0%) effective January 1, 2011; two percent (2.0%) effective January 1, 2012; two percent (2.0%) effective January 1, 2013; and two percent (2.0%) effective January 1, 2014.

### **Ratification Bonus**

An additional one percent (1.0%) will be added to the general wage increase on January 1, 2011 if this agreement is ratified on the first vote. (2.0% + 1.0% = 3.0%)

### **Exhibit A – Clerical Lines of Progression**

All 2011 wages shown below for existing classifications include the 2.0% general wage increase and the additional ratification bonus wage increase of 1.0%.

#### **1. Customer Service Line of Progression**

Establish Service Representative I classification (New Beginner's Level) and a Service Representative II classification for new hires after January 1, 2011. (Added 1-1-11)

2011 Wages

Service Representative I (New):

Start	\$18.00
End 18 Mo	\$22.50
End 3 Yr	\$27.00
End 54 Mo	\$34.78

Service Representative II (New): \$34.78

2. Company and Union will establish a joint committee to update Exhibit A including reviewing job definitions, lines of progression and ratios of lead positions.

**Exhibit F – Schedule of Wage Rates**

Increase the top Wage Rate for Senior Service Representative I, Senior Operating Clerk I, and Senior Accounting Clerk I to provide a 5% differential above Service Representative and acknowledge lead responsibilities.

Senior I	2010 Rates	2011 Rates
Start	\$33.77	\$34.78
End 6 Mo	\$34.35	\$35.38
End 1 Yr	\$34.92 (3.4% above CSR)	\$35.97 (3.4% above CSR)

<b>Add New End 18 Mo</b>	\$35.45 (5.0% above CSR)	\$36.51 (5.0% above CSR)
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Adjust Wage Scale for Senior Service Representative II, Senior Operating Clerk II, Senior Accounting Clerk II and Senior Operating Clerk I-II by eliminating a step and modifying first step so that it equals top step of a Sr. I classification and modifying the final step to provide a 5% differential above Sr. I.

Senior II	2010 Rates	Proposed (2010 Rates)	2011 Rates
Start	\$34.92	\$35.45	\$36.51
End 6 Mo	\$35.67	\$36.44	\$37.53
End 1 Yr	\$36.44	\$37.22 (5% above SR. I)	\$38.34 (5% above Sr. I)
End 18 Mo	\$37.20	Eliminate	Eliminate

**Attendance**

The Company and Union recognize that there are opportunities for significant improvement in the area of attendance/availability of clerical employees. Therefore, the Company and Union

will establish a Joint Attendance Committee to monitor the use of time off and work together to improve the availability of clerical employees.

### **Funeral Leave**

Employees will be granted up to three days off with pay if a member of the immediate family dies at the employee's option.

### **Vacation**

Part-time employees will be eligible for service anniversary and sick leave bonus vacation.

### **Contracting**

The Company and Union recognize that the implementation of SmartMeter technology will lead to a significant increase in the clerical workload during the term of the Agreement. The parties agree to meet and discuss any temporary increase in workload to determine whether the increase should be addressed through adding employees or contracting out work. The parties agree that every effort should be made to avoid a temporary staffing increase that will subsequently result in short-term employee displacements.

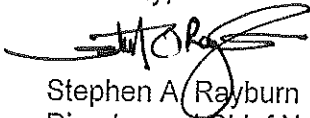
### **Attachments**

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

- A. Clerical Agreement and its Exhibits, Supplements and Clarifications

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

Sincerely,



Stephen A. Rayburn  
Director and Chief Negotiator

Attachments

**ATTACHMENT A**  
**CLERICAL AGREEMENT**

**TITLE 3. CONTINUITY OF SERVICE**

3.2 The duties performed by employees of Company as part of their employment pertain to and are essential to the operation of a public utility and the welfare of the public dependent thereon. During the term of this Agreement employees shall not partially or totally abstain from the performance of their duties for Company *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 1-1-11)*

## TITLE 6. LEAVE OF ABSENCE

### 6.9 FUNERAL LEAVE

(a) ~~If at all possible, a~~ *A regular employee will be granted up to three days off with pay if a member of the immediate family dies. the actual time off with pay necessary to attend the funeral of a member of the immediate family, including the time the body may lie in state and the day of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed three workdays. Unused vacation or floating holidays may be granted to extend an employee's funeral leave beyond the three days provided for above or personal time off without pay for the time needed will be granted. The immediate family shall be limited to: an employee's spouse 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 1-1-09 and 1-1-11)*

(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.

## TITLE 7. SICK LEAVE

### 7.16 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, or registered domestic partner 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, or registered domestic partner of the employee. (Amended 1-1-09 and 1-1-11)

(b) In the calendar year in which a regular full time employee has qualified for additional sick leave under Section 7.3 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 has qualified for additional sick leave under Section 7.4 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 7.3 and 7.4, 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 1-1-11)

(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, or registered domestic partner under this section. (Amended 1-1-11)

(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, child of a registered domestic partner or child standing in loco parentis. (Amended 1-1-11)

(2) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian, or a person who stood in loco parentis to the employee when they were a child. (Amended 1-1-11)

## TITLE 8. VACATIONS

### 8.1 DEFINITIONS

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

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

(c) **Earned 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 ~~preceding~~ 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 and 1-1-11)*

### 8.3 SERVICE ANNIVERSARY VACATION - BONUS VACATION

(a) In the fifth calendar year following his/her employment date and in each fifth calendar year thereafter, Company shall grant each full-time employee a service anniversary vacation of ~~five workdays~~ **40 hours**. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 8.2 above to which the employee may be otherwise entitled in that calendar year and the employee acquires no right as to all or any part of the service anniversary vacation unless the employee works in the calendar year in which it is granted. The service anniversary vacation, as herein provided, vests on the first day of each calendar year in which an employee qualifies for a service anniversary vacation, ~~and must be taken in that calendar year.~~ (The provisions of this Section shall not apply to ~~part-time or~~ intermittent employees.) (Amended 1-1-91 1-1-11)

(b) In each of the first five calendar years following his/her employment date ~~an full-time~~ employees who ~~has have~~ used **40 hours** ~~five days~~ or less of paid or unpaid sick leave in the preceding year shall be entitled to **8 hours** ~~one day~~ of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 8.2. An employee must complete one year of Service before becoming qualified for such ~~hours~~ day. In the tenth calendar year following a full-time an employee's employment date and in each fifth calendar year thereafter an employee who has used **200 hours** ~~25 days~~ or less of sick leave during the five preceding calendar years shall be entitled to **40** ~~five bonus~~ **hours** ~~days~~ of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 8.2. In determining the number of sick ~~hours~~ days used in computing **200 hours** ~~25 days~~ or less, no more than ~~ten days~~ or 80 hours ~~for full-time employees~~ will be charged to the employee in any one year. The bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for a bonus vacation ~~and must be taken in that calendar year.~~ An employee acquires no right to all or any part of the bonus vacation unless such employee works in the calendar year in which it is granted. (The provisions of this Section shall not apply to ~~part-time or~~ intermittent employees.) (Amended 1-1-91 1-1-11)

(c) In the fifth calendar year following his/her employment date and in each fifth calendar year thereafter, Company shall grant each part-time employee a service anniversary vacation of 32 hours. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 8.2 above to which the employee may otherwise be 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 intermittent employees.) (Added 1-1-11)

(d) In each of the first five calendar years following his/her employment date, part-time employees who have used five days 32 hours or less of paid or unpaid sick leave in the preceding year shall be entitled to one day eight hours of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 8.2. An

employee must complete one year of Service before becoming qualified for such day hours. In the tenth calendar year following a part-time employee's employment date and in each fifth calendar year thereafter an employee who has used 160 hours or less of sick leave during the five preceding calendar years shall be entitled to 32 bonus hours of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 8.2. In determining the number of sick days-hours used in computing 20 days 160 hours or less, no more than 64 hours for part-time employees 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. 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 intermittent employees.) (Added 1-1-11)

## 8.5 FORFEITURE OF VACATION

(a) An full-time 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 and 1-1-11)

(b) A part-time employee who is absent for 200 cumulative hours or more in any calendar year by reason of leave of absence or layoff without pay for any reason, or for 720 hours or more in any calendar year by reason of industrial disability, shall cease accruing vacation until the employee returns to work. (Added 1-1-11)

(c) If any a full-time employee's 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 8.2. (Amended 1-1-09 and 1-1-11)

(d) If a part-time employee's absence is for less than 200 cumulative hours in duration because of leave of absence, or layoff without pay for any reason, or is for less than 720 hours in duration because of industrial disability, an employee shall be entitled to a full vacation as provided for in Section 8.2. (Added 1-1-11)

(c) (Deleted 1-1-09)

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



## TITLE 10. HOURS OF WORK

### 10.9 ALTERNATE WORK SCHEDULES (Added 1-1-11)

Definition: An agreed-to arrangement by the Company and Union whereby full-time employees may work more than eight hours in a day in order to receive additional days off.

#### Schedules

4/10 Schedule: A regular work schedule during which an employee works four ten-hour days a week and has the fifth day as a day off. Each week: Four ten-hour days, one day off. 4x10 schedules may be agreed to by local letter agreement in accordance with Letter Agreement 93-96.

9/80 Schedule: A regular work schedule during which an employee works eight nine-hour days and one eight-hour day and receives one scheduled day off over the course of a two-week period. 9x80 schedules may be agreed to by local letter agreement in accordance with Letter Agreement 93-97.

Part-Time Employees: Alternate work schedules will be considered on a case-by-case basis subject to agreement by Company and Union and in compliance with all California Wage and Hour laws.

### 10.10 FLEXIBLE WORK SCHEDULES (Added 1-1-11)

Flexible work schedules may be established at the local level by a letter agreement signed by the Union's Business Manager and the Director of Labor Relations.

## TITLE 11. PREMIUM PAY

### 11.2 AMOUNT OF SHIFT PREMIUM

(a) Language unchanged

The weighted average straight-time rate referred to in Subsection (a) hereof shall be calculated annually by adding any general wage increase effective on January 1 to the computed weighted average straight-time rate as of the ~~December~~ **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 1-1-11 4-1-91)

## TITLE 12. OVERTIME

### 12.1 DEFINITION

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

### 12.2 RATE AND DOUBLETIME CONDITIONS

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

(1) The Company shall not be required to pay overtime compensation to a full-time employee who is off without pay on a regularly scheduled workday until the employee completes 8 hours at the straight time rate of pay or during the workweek until the employee completes 40 hours at the straight time rate of pay. (Added 1-1-11)

(2) The Company shall not be required to pay overtime compensation to a part-time employee who is off without pay during their regularly scheduled work hours or off work without pay during the workweek (except the scheduled day off [SDO]) until the employee completes 8 hours at the straight time rate of pay on a workday or 40 hours at the straight time rate of pay during a workweek. (Added 1-1-11)

The exceptions in 12.2(a1) and Section 12.2(a2) above shall not include (a) when employees take time off with permission without pay known as T-Time; (b) holidays when a probationary employee does not receive pay; (c) Hiring Hall employees; (d) time worked before the start of the employee's scheduled hours of work; or (e) mandatory overtime situations. (Amended 1-1-11)

(b) no change

(c) no change

(d) The time worked in excess of eight hours on the employee's second of two scheduled days off counting from the basic workweek shall be paid at the rate of two times the employee's straight rate of pay provided such employee has performed work on the first scheduled day off. Employees scheduled to have four consecutive days shall be entitled, in addition to the above, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight hours on the fourth scheduled day off, provided that such employee has also performed work on the third scheduled day off. 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. (Amended 1-1-11)

(e) no change

- (f) Holidays will be paid in accordance with Section 14.7. (Added 1-1-11)

### 12.3 EQUAL DISTRIBUTION

(a) Prearranged and emergency overtime work shall be distributed among employees within a department, classification and headquarters as equally as practicable. The Company will post the overtime worked or credited as worked for each person for that week. The method for practicable equalization of prearranged and emergency overtime should be developed at each location by agreement between Company and Union. Such procedure should be in writing and signed by both parties. Whether procedures are developed or not, it is incumbent on Company to comply with the provisions of this Subsection concerning equal distribution. Where an imbalance cannot be justified, paying the aggrieved employee(s) is an appropriate remedy after the end of the accounting period, although this does not preclude other local agreements. (Amended 1-1-11)

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

### 12.7 PREARRANGED OVERTIME

When, at the request of the supervisor in charge, an employee reports for prearranged work (a) on workdays outside of his/her regular work hours, the employee shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond the employee's regular work hours, such employee shall be paid overtime compensation only for travel time from the employee's home and for actual work time up to the employee's regular work hours unless the provisions of Section 12.10 are applicable; (b) on non-workdays outside of his/her regular work hours, the employee shall be paid overtime compensation for actual work time and travel time in connection therewith, provided, however, that if such employee continues to work into or beyond regular work hours, travel time only from the employee's home shall be paid for; and (c) on non-workdays during regular work hours, the employee shall be paid overtime compensation only for actual work time. For the purpose of this Section prearranged work shall be deemed to be work for which advance notice has been given by the end of the employee's preceding work period on a workday. However, Company shall make a good faith effort to notify the employee at least 24 hours in advance of the need to perform prearranged overtime work on non-workdays or holidays. (Amended 1-1-11)

## TITLE 13. WAGES

### 13.7 WAGE PROGRESSION

(a) An employee who has accumulated sufficient time in a classification having a time progression shall be advanced to the next step in such classification until such employee receives the maximum rate thereof unless the employee has received during the previous twelve month period two written reminders or a decision-making leave after 1-1-11. Once the disciplinary action has deactivated, the employee's progression will be reinstated. The next progressive wage increase (PWI) will occur retroactively to the deactivation date in the quarter following the deactivation and will apply to the step for which the PWI was missed. Charges of alleged discrimination in the application of this Section shall be investigated by the Local Investigating Committee described in Section 9.6. (Amended 1-1-11)

(b) 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 in accordance with the provisions of (a) above. (Amended 1-1-11 4-1-94)

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

## TITLE 15. EXPENSES

### 15.5 TRAVEL AND EXPENSES - NON-COMMUTABLE LOCATION

(b) An allowance for reasonable travel time incurred by an employee in traveling between the employee's regular headquarters or living quarters and the training location at the beginning and at the end of the employee's training assignment shall be authorized. Such ~~allowance shall be computed at the straight rate of pay~~ ***time will be considered as time worked and paid at the appropriate rate of pay using*** of the employee's classification at the employee's temporary headquarters and shall also include reimbursement for reasonable cost of meals incurred while traveling. Transportation shall be in accordance with the provision of Section 15.6. ***(Amended 4-4-88 1-1-11)***

## TITLE 16. MEALS

### 16.6 TIME INTERVALS

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

## TITLE 17. STATUS

### 17.6 PART-TIME EMPLOYMENT

(a) No change

(b) No change

(1) No change

(2) No change

(3) No change

(4) No change

(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 Added 1-1-91)

(c) Part-time employment is allowed up to, but not to exceed twenty percent (20%) of the total full-time clerical bargaining unit complement at any given time. In any one headquarters, the number of part-time clerical bargaining unit employees cannot exceed the number of full-time clerical bargaining unit employees. However, this does not apply to headquarters and departments with only one employee. (Amended 1-1-11) 6-1-03)

(d) No change



## TITLE 18. JOB BIDDING, PROMOTION AND TRANSFER

### 18.4 PREBID PROCEDURE

(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 will have 60 days to~~ fill the vacancy at its discretion under the provisions of Section 18.12. (Amended 1-1-09 and 1-1-11)

### 18.9 PREFERENCE BY LENGTH OF SERVICE

(a) no change

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

(1) any prior regular 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 1-1-11)

## TITLE 20. SAFETY

### 20.6 GRIEVANCES

(a) Grievances concerning any provision of this Title shall be filed and processed in accordance with the provisions of Title 9--Grievance Procedure -- except that: (1) prior to the discussion of such grievances at the Division Local Investigating Committee, the Union shall give Company sufficient notice so that arrangements can be made to have a Company Safety Supervisor present at the meeting to act as a consultant to any such Committee; and (2) Union's Business Manager may in lieu of Union referring such grievances to a Fact Finding Committee or the Review Committee as provided for in Title 9, upon giving 15 calendar days' written notice to Company's Director of **Industrial 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 9 of this Agreement, along with written instructions it may wish to issue to the Committee to which the case is referred. (Amended 1-1-11 6-1-03)

## TITLE 21. LABOR-MANAGEMENT COOPERATION

### 21.2 LOCAL/DEPARTMENT LABOR MANAGEMENT MEETING

Unchanged

#### (a) ATTENDEES AND AGENDA

Unchanged

#### (b) SUMMARY

Unchanged

#### (c) WITHDRAWAL

Any Area or Department may withdraw from participation in the Local Labor-Management Committee upon Company's Director of Industrial Labor Relations giving notice of such intent to Union. (Amended 1-1-11 6-1-03)

## TITLE 22. INTERIM NEGOTIATIONS

22.2 An Ad Hoc Negotiating Committee established by this Title shall be composed of members appointed by Union and members appointed by Company's Director of Industrial 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 1-11 6-4-03)

## TITLE 25. TERM

### 25.1 TERM

This Agreement, having taken effect as of July 1, 1953, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of January 1, 2011 ~~June 1, 2003~~ through December 31, 2014 ~~2010~~, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term. The Company and Union acknowledge that, in the event the Company forms new Affiliated Acquiring Entities that are bound by this Agreement, this Agreement and any amendments thereto shall remain in effect until December 31, 2014 ~~2007~~, or until separate agreements are negotiated to apply to each new Affiliated Acquiring Entity, whichever is earlier. Further, upon either party's request, any new Affiliated Acquiring Entity and the Union shall engage in good faith negotiations to develop separate agreements. (Amended 1-1-11 4-1-09)

### 25.3 GENERAL WAGE INCREASES

(a) Effective January 1, 2011 ~~2009~~, the basic wage rates established for January 1, 2011 ~~2009~~ in Exhibit F of this Agreement shall be increased by three ~~three and three-quarter~~ percent. (Amended 1-1-11 4-1-09)

(b) Effective January 1, 2012, ~~2010~~, the basic wage rates established for January 1, 2012 ~~2010~~ in Exhibit F of this Agreement shall be increased by two ~~three and three-quarter~~ percent. (Amended 1-1-11 6-4-03)

(c) Effective January 1, 2013, the basic wage rates established for January 1, 2013 in Exhibit F of this Agreement shall be increased by two percent. (Added 1-1-11)

(d) Effective January 1, 2014, the basic wage rates established for January 1, 2014 in Exhibit F of this Agreement shall be increased by two percent. (Added 1-1-11)

(e) (Deleted 1-1-09)

EXHIBIT A

CUSTOMER SERVICES LINES OF PROGRESSION

2660 SERVICE REPRESENTATIVE

50356343 SERVICE REPRESENTATIVE II (Added 1-1-11)

2663 SERVICE REPRESENTATIVE-STENO (80 w.p.m. shorthand and 50 w.p.m. typing required) - (PIO)

2666 SERVICE REPRESENTATIVE-TYPIST (55 w.p.m. typing required)

2769 SERVICE REPRESENTATIVE AND METER READER

Next Lower Classifications

\*2675 Utility Clerk - Customer Services

\*2679 Utility Clerk-Steno-Customer Services - (PIO)

\*2683 Utility Clerk-Typist-Customer Services

2731 Word Processing Operator - Customer Services

2772 Meter Reader and Utility Clerk

50356342 Service Representative I (Added 1-1-11)

Same or Higher Classifications

2641 Senior Service Representative II

2765 Senior Service Representative-Typist II

2650 Senior Service Representative I

2811 Senior Service Representative-Typist I

2660 Service Representative

50356343 Service Representative II (Added 1-1-11)

2663 Service Representative-Steno - (PIO)

2760 Credit Representative

2770 Credit Representative and Meter Reader

2769 Service Representative and Meter Reader

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

50356343 SERVICE REPRESENTATIVE II (Added 1-1-11)

All current Service Representatives, classification codes 2660, 2666 and 2769 will be reclassified to Service Representative II upon reaching the top step of Service Representative as soon as administratively possible.

Notes:

The Service Representative I classification is established as a Beginner's classification under the provisions of Subsection 18.5(g) with an automatic progression to Service Representative II after the completion of 54 months in the classification.

The classification will be posted as a New Job at a Headquarters.

The existing transfer provisions under Section 18.5 will apply for part-time Service Representative I vacancies.

Employees in the Customer Service Line of Progression will have priority transfer rights to full-time Service Representative I vacancies as follows:

1. To such Customer Service Line of Progression clerical employees in the Bidding Unit where the vacancy exists.
2. To any other such Customer Service Line of Progression clerical employee.

The transfer list must be exhausted in accordance with Section 18.5 before a full-time Service Representative I vacancy can be filled on an unrestricted basis.

The existing provisions of Title 19 will apply. For the purposes of Title 19, a Service Representative I and a Service Representative II are considered the same classification. A Service Representative II or higher who displaces a Service Representative I will maintain the Service Representative II classification and bidding status.

The clerical hiring rate guidelines in Exhibit A for Utility Clerks will apply to Service Representative I.

For the purposes of Titles 13, 18 and 19, time worked as a Service Representative I shall count as time worked as a Service Representative II.

A Service Representative I's six-month probationary period will be extended by no longer than the length of the agreed-to Service Representative training program.

#### Incumbents and Transfers

The existing Service Representative classification and wage schedule will apply to current Service Representative incumbents hired before 1-1-11. Service Representatives hired prior to 1-1-11 who transfer into the Service Representative I classification will be placed in a Service Representative classification and the corresponding wage schedule.

2675 UTILITY CLERK - CUSTOMER SERVICES

2679 UTILITY CLERK STENO - CUSTOMER SERVICES - (PIO)

2683 UTILITY CLERK-TYPIST - CUSTOMER SERVICES (55 w.p.m. typing required)

2731 WORD PROCESSING OPERATOR - CUSTOMER SERVICES (55 w.p.m. typing required)

2772 METER READER AND UTILITY CLERK

SERVICE REPRESENTATIVE I (Added 1-1-11)

BEGINNER'S CLASSIFICATIONS

SUPPLEMENT TO TITLE 18 BIDDING UNITS (1)

BIDDING UNIT EIGHTEEN

(Deleted 1-1-11)

Building  
Reprographics  
Mail  
Design Drafting  
Telecommunications

BIDDING UNIT NINETEEN

(Deleted 1-1-11)

~~Computer Operations: San Francisco Computer Center and Fairfield Computer Center/Data Recording Section~~

~~Vice President & Controller's Organization (Including Customer Accounting and West Sacramento Billing Center)~~

SUPPLEMENT TO TITLE 19 DEMOTION UNITS (1)

DEMOTION UNIT ELEVEN

(Deleted 1-1-11)

~~GENERAL OFFICE (Including Fairfield Computer Center and West Sacramento Billing Center)~~

Building  
Reprographics  
Mail  
Telecommunications  
Computer Operations  
Vice President & Controller's Organization (including Customer Accounting)  
Design Drafting