



Union Proposal #23

Summary: Employee discounts for retirees

Reference: Benefit Agreement

Proposal:

All PG&E employee discounts that are available to active employees are extended to retirees.



Union Proposal #24

Summary: Employee discounts for utility service for surviving spouses/domestic partners of retirees.

Reference: Benefit Agreement

Proposal:

The discount on PG&E utility service for active employees shall be extended to the surviving spouses/domestic partners of retirees.



Union Proposal #25

Summary: Employee discounts for ESC Local 20 staff

Reference: Benefit Agreement

Proposal:

All PG&E employee discounts that are available to active employees, not including energy bills, shall be extended to ESC Local 20 staff



Union Proposal # 27

Summary: Tuition Reimbursement Increase

Reference: Contract EXHIBIT E - EDUCATIONAL ASSISTANCE: Refunds

Background: In the mutual interest of meeting Technical and Professional needs, it is proposed to increase the bargaining unit tuition reimbursement refunds from \$6,000/\$3,000 to \$8,000/\$6,000 in order to meet current management employee standards. It is also proposed to continue to match future increases whenever the management amount goes up.

Language Changes:

REFUNDS

After successful completion of an approved course of study, a refund of 100 percent of the direct costs will be made. Direct costs apply only to registration fees, tuition, required textbooks, laboratory fees, and other charges made by the-institution. Costs of materials and equipment purchased separately by the employee are not covered. (Amended 1/1/94)

(A) Refunds will be made only for those approved courses begun on or after January 1, 1967.

(B) Refunds will be made only for courses in which regular employees enrolled after completion of six months or more of continuous service and are employed by the Company on the completion date of the course.

(C) The refund is limited to ~~\$6,000~~ \$8,000 for Engineering Computer Sciences. Environmental Sciences. and Business courses or degree programs. English as a Second Language courses. and foreign language courses reflective of our customer base: or ~~\$3000~~ \$6,000 for all other job or career-related courses or degree programs. (Added 1/1/94, amended 1/1/09)

(D) Refunds exceeding ~~\$6,000~~ \$8,000 per calendar year to any one employee will not be allowed except under unusual circumstances. Requests for refunds in excess of ~~\$6,000~~ \$8,000 in any one year will be considered only if (Added 1/1/94, amended 1/1/09)

(1) the course or courses are of a special nature, and

(2) such course or courses are not available elsewhere, and it is unlikely that such courses will be repeated in the foreseeable future. (Amended 1/1/88)

(E) If the PG&E management (i.e. non-union) tuition reimbursement amount increases to more than \$8,000, the amount available to union represented employees shall also increase to equal the amount available to non-union employees.



Union Proposal # 30

Summary: Sick on Vacation

Reference: Title 9.9

Background: Title 9.9 says that if an employee gets sick while on vacation, they continue to use vacation time instead of sick time unless they are hospitalized or ordered to stay in bed by a doctor. ESC proposes to loosen this restriction so that employees can use their vacation time to actually take vacations that they would enjoy, allow them to relax from work and achieve better work/life balance. Using vacation time for being sick is not productive.

Language Changes:

9.9 SICK LEAVE

(a) The Company shall not require an employee to take his vacation in lieu of sick leave.

(b) An employee who becomes sick or disabled while on vacation shall continue to receive vacation pay unless he provides written confirmation from a doctor or treating medical professional to document that he has been sick for part or all of the vacation. In this case, the employee may use sick leave or vacation at the employee's option. (Amended 1/1/2012)

~~(1) the employee has been hospitalized for one day or more for which he otherwise would receive sick pay, or~~

~~his doctor has ordered him/her to remain in bed for two or more such days. (Added 1/1/74)~~

Union Proposal 31: Unanticipated Vacation



Reference:

Title 9.14

Interest:

Description:

Proposed Language Changes:

9.14 UNANTICIPATED VACATION

Any combination of vacation hours, up to ~~46~~**40** per year, may be taken in increments of one hour or more. ~~not to exceed six (6) consecutive hours, at an employee's option.~~
(Amended 4/1/94 1/1/2009)



Union Proposal # 35

Summary: Sick leave upon hire

Reference: Title 11.1

Background: New hires must complete one year of service before being allowed to use sick leave. This is difficult for employees who get sick during their first year of service. As PG&E hires more experienced employees, there is an expectation that they be treated like professionals and not as brand new hires. Business standards are now such that sick leave during the first year is a regular benefit.

Language Changes:

11.1 QUALIFICATION

~~After completing one year of Service and f~~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. An employee must complete one month of service in order to use sick leave. A regular part-time or intermittent employee shall be allowed sick leave with pay for such portion of 80 hours per calendar year, as the ratio of straight-time hours worked in a year to 2,080 hours. Current sick leave will not be credited unless the employee first performs services in the new year. (Amended 1/1/91, 1/1/09)



Union Proposal # 36

Summary: Cesar Chavez holiday

Reference: Title 8.1

Background: ESC proposes to honor Cesar Chavez by observing a holiday on his birthday.

Language Changes:

8.1 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 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)
- President's Day (3rd Monday in February)
- Cesar Chavez Day (March 31)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving (See 8.1(d))
- Christmas Day (December 25)
- Three Floating Holidays



Union Proposal # 37

Summary: Holidays start when hired, not after one year

Background: Currently, employees must wait a full year before being allowed to take holidays. This is a long wait time for national holidays which are widely recognized. Many employees are hired with previous experience. Even for those without previous experience, making them wait a whole year for major holidays is unusual and demoralizing.

Language Changes: to 8.7 and 13.5

8.7 HOLIDAY PAY - PROBATIONARY EMPLOYEES

~~_____ A probationary employee is not entitled to holiday pay. If the employee works on a holiday, he shall be entitled to one and one-half times his straight rate of pay for time worked. (Amended 8/1/63, 1/1/71, 1/1/88)~~ **Probationary employees shall be entitled to holiday pay under the same conditions as regular employees.**

13.5 REGULAR STATUS

(a) (1) Region employees shall be designated as probationary and regular depending on the length of their Service.

(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, he/she shall not acquire any Service or seniority rights or rights with respect to leave of absence, **holidays**, job bidding and promotion, demotion and layoff, sick leave, vacation, or similar rights and privileges.



Union Proposal # 39

Summary: Funeral Leave 5 Days

Reference: Title 12.10

Background: ESC proposes to expand funeral leave from three to five days so that employees suffering a loss can have more time with their family members.

Language Changes:

12.10 FUNERAL LEAVE

(a) If at all possible, a regular employee shall be excused from work and granted the reasonable time off with pay necessary to attend the funeral of a member of their immediate family including, but not necessarily limited to, the time the body may lie in state and the day of funeral and the time necessary to travel to and from the location of the funeral but not to exceed **three five** workdays. 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, brother, sister, half-brother and half-sister, step-brothers, step-sisters, foster parent, step parent, aunts, uncles or an individual who was a member of the employee's immediate household at the time of death. Unused vacation or floating holidays may be granted to extend an employee's funeral leave beyond the **three five** days provided for above or personal time off without pay for the time needed will be granted. (Amended 1/1/91, 1/1/09)

(b) Consistent with The Company's operational needs, a regular employee may be excused from work and granted the actual time off with pay necessary to attend the funeral 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.



Union Proposal # 41

Summary: General Wage Increase with inflation protection

Reference: Section 28.1 (b)

Background: The General Wage Increase (GWI) is usually a set percentage. The Union will propose a specific GWI based on the conditions of bargaining at the appropriate time. However the Union proposes that the party agree to re-open the Agreement in the event of future significant inflation events.

Language Changes:

28.1 TERM AND TERMINATION

...

(b) General Wage and Salary Increases: The Company will grant a general wage increase, using normal rounding, of three and three-quarter percent (3.75%), effective January 1, 2009; three and three-quarter percent (3.75%), effective January 1, 2010 and three and three-quarter percent (3.75%), effective January 1, 2011. (Amended 1/1/09).

In the event that the Consumer price index is more than 2 points higher than a previous year's GWI the Union and Company may, by written agreement, agree to a supplemental General Wage Increase. (Added 1/1/12)



Union Proposal #44

Summary: Public and employee safety

Reference: Cover letter, 2012 agreement

Background: The company is engaged in rendering public utility service to the public, and the Union and the company recognize that safety of the public, its employees and property are of the utmost importance.

Language Changes:

ENGINEERING/TECHNICAL REVIEW AND DECISION MAKING

The company is engaged in rendering public utility service to the public, and the Union and the company recognize that safety of the public, its employees and property are of the utmost importance.

Employees in ESC represented classifications are largely degreed professionals or technical employees enrolled in apprenticeship programs or have reached journey status based on completion of apprentice programs or successful completing internal testing requirements. These classifications' ability to make critical design decisions are based on that education and experience.

The company and union agree that technical design decisions made by these professional and technical employees, and the documentation thereof, are extremely important and an undisputed necessity to ensure the safety of people and property the company serves. The union and company further agree that the time and resources necessary to achieve the required technical review are not areas to cut corners and the union will work with the company, as it has historically done, to work out way to increase efficiency where it is needed.

The company and union agree that the company will not allow non-qualified, non bargaining unit personnel to make design decisions during regular work hours or during emergency events after hours, except for the provisions of 27.2, The company agrees to call out the appropriate personnel, based on past practice and historical design requirements. Any adjustment to these historical practices will require agreement with the union. (e.g, Estimators/ADEs size poles, transformers, Distribution Engineers review and approve fuse coordination and primary circuit design, etc.)

The company further agrees to terminate all internal efforts and programs to curtail design or engineering review of projects prior to construction of facilities. Technical review of construction projects after-the-fact will only be allowed in emergency situations.

MAPPING SIGNOFF OF PROCEDURE CHANGES

The company and union agree that when the company proposes to implement changes to its mapping, asset registry, or any other historical mapping function that the mapping organization must sign off on the change before it is implemented.



Union Proposal #45

Summary: Facility Safety - Mapping must be completed within 30 days

Reference: Cover letter, 2012 agreement

Background: The company is engaged in rendering public utility service to the public, and the Union and the company recognize that safety of the public, its employees and property are of the utmost importance.

Language Changes:

POSTING OF ENERGIZED AND OPERATIONAL FACILITIES TO MAPS AND ASSET REGISTRIES

The company is engaged in rendering public utility service to the public, and the Union and the company recognize that safety of the public, its employees and property are of the utmost importance.

The company will ensure that all redlines and operational changes will be routed to and properly posted on maps and asset registries by the mapping departments within 30 days of completion and signoff of construction activities.



Union Proposal # Union 46A

Summary: Create Sr DE Classification

Reference: Exhibit Q, Exhibit T

Background: Distribution Engineering is a line of progression for professional engineers. Retaining qualified and experienced engineers is vital to the success of the Company. Experienced Distribution Engineers routinely solve complex problems and lower operating and project costs. Distribution engineering has the least advancement opportunities for engineers than any other line of progression in the Company. Without more robust advancement opportunities Distribution Engineers often choose to leave distribution engineering for other opportunities.

In order to insure a well qualified population of Distribution Engineers the Union proposes the establishment of a Senior Distribution Engineer classification.

Language Changes:

Add to exhibit Q:

Senior Electric Distribution Engineer

Monthly Wage as of 1/1/2012 will be the wage range below adjusted by the 2012 GWI

Senior Electric Distribution Engineer (2011 monthly) \$10,445-\$11,689

Summary This is a senior-level engineer job that requires mastery of the journey engineer job duties and is responsible for leading engineering and design of complex projects.

- Applies extensive knowledge of concepts, principles, and practices to resolve complex problems with only general direction.
- Provides leadership, coaching, technical direction, knowledge transfer and assistance to technical employees and teams.

Job Duties: May perform functions of Associate and Journey level Engineers and in addition:

- Manage large complex projects and perform engineering analyses, studies, and develop conceptual designs.
- Lead, coach, direct, and assist technical employees and teams on technical issues. May act as an engineering mentor.
- Resolves problems of complex scope. Assignments may provide an opportunity for creative or non-standard approaches. Under general direction, independently plans work to meet assigned

general objectives. Work may be reviewed upon completion; solution may provide an opportunity for creative/non-standard approaches.

-Responsible for generation reviews for the division as assigned

Job Qualifications:

- Meet qualifications for Distribution Engineer and in addition:
- Current and active California PE license desired.
- Mastery of the Associate and Journey level Engineer job duties and demonstrated knowledge and ability to perform the basic duties of the Senior level Engineer. Meets specific technical requirements gained through a minimum of eight years of cumulative experience in engineering and design.
- Demonstrate knowledge and abilities required for the Associate and Journey level Engineer.
- Demonstrate ability to handle multiple large scale, large budget complex projects without supervision.

Senior Gas Distribution Engineer

Monthly Wage as of 1/1/2012 will be the wage range below adjusted by the 2012 GWI

Senior Gas Distribution Engineer (2011 monthly) \$10,445-\$11,689

Summary This is a senior-level engineer job that requires mastery of the journey engineer job duties and is responsible for leading engineering and design of complex projects.

- Applies extensive knowledge of concepts, principles, and practices to resolve complex problems with only general direction.
- Provides leadership, coaching, technical direction, knowledge transfer and assistance to technical employees and teams.

Job Duties: May perform functions of Associate and Journey level Engineers and in addition:

- Manage large complex projects and perform engineering analyses, studies, and develop conceptual designs.
- Lead, coach, direct, and assist technical employees and teams on technical issues. May act as an engineering mentor.
- Resolves problems of complex scope. Assignments may provide an opportunity for creative or non-standard approaches. Under general direction, independently plans work to meet assigned general objectives. Work may be reviewed upon completion; solution may provide an opportunity for creative/non-standard approaches.

Job Qualifications:

- Meet qualifications for Distribution Engineer and in addition:
- Current and active California PE license required or desired.
- Mastery of the Associate and Journey level Engineer job duties and demonstrated knowledge and ability to perform the basic duties of the Senior level Engineer. Meets specific technical requirements gained through a minimum of eight years of cumulative experience in engineering and design.
- Demonstrate knowledge and abilities required for the Associate and Journey level Engineer.
- Demonstrate ability to handle multiple large scale, large budget complex projects without supervision.



Union Proposal # Union 46B

Summary: Create Sr Consulting DE Classification

Reference: Exhibit Q, Exhibit T

Background: Distribution Engineering is a line of progression for professional engineers. Retaining qualified and experienced engineers is vital to the success of the Company. Experienced distribution engineers routinely solve complex problems and lower operating and project costs. Distribution engineering has the least advancement opportunities for engineers than any other line of progression in the Company. Without more robust advancement opportunities Distribution Engineers often choose to leave distribution engineering for other opportunities. Distribution Engineers are largely responsible for their own training. The need for a lead bargaining unit Distribution Engineer is paramount in establishing a training and development infrastructure in distribution engineering.

In order to insure a well qualified population of distribution engineers the Union proposes the establishment of a Senior Consulting Distribution Engineer classification.

Language Changes:

Add to exhibit Q:

Senior Consulting Electric Distribution Engineer

Monthly Wage as of 1/1/2012 will be the wage range below adjusted by the 2012 GWI

Senior Consulting Electric Distribution Engineer (2011 monthly) \$11,689-\$13,010

Summary This is a senior consulting-level engineer job that requires mastery of the Senior Engineer duties and has a current PE license. The Senior Consulting Engineer leads complex engineering projects, is a recognized expert within their area of responsibility, and applies extensive knowledge of concepts, principles, and practices to resolve complex problems with only general direction. The Senior Consulting Engineer provides technical leadership and coaching. Researches and identifies practical solutions to highly complex problems. Identifies opportunities and brings in ideas to help improve company performance. Additional responsibilities beyond the Senior Distribution Engineer include, but are not limited to, the following: develops programs in a multifunctional business process, and provides high-level advice and expertise to various PG&E lines of business.

Job Duties: May perform the functions of Associate, Journey and Senior level Engineer and in addition:

- Manage large highly complex projects and perform engineering analyses, studies, and develop conceptual designs.
- Develop innovative solutions to solve challenging technical issues.
- Acts as a lead in root cause analysis and makes recommendations to address local and system-wide problems.
- Acts as a company witness, liaison, and/or information provider to outside parties.
- Develops technical policies, procedures, and contributes to the development of standards, specifications, construction documents, and guidelines.
- Represents PG&E at external industry associations, committees, trade organizations and other inter-utility groups.
- Acts as an engineering mentor.
- Resolves problems of very complex scope. Serves as a key technical resource within area of specialization.
- Regularly expected to apply creativity or new approaches to assignments that may be unique. May lead others on technically complex projects. Customarily and regularly uses discretion and independent judgment in fulfilling these job functions.
- Externally, establishes and maintains good relations with counterparts and higher level representatives in third party organizations, e.g., governmental, regulatory, business partner or community entities, using skilled negotiation, tact and diplomacy. Internal contacts include project team members, company management across various departments. Serves as the most senior level technical expert on the team. Often is a technical coach for others.

Job Qualifications:

- Meet qualifications for Senior Distribution Engineer and in addition:
- Current California PE license required.
- Mastery of the Associate, Journey, and Senior level engineer job duties and demonstrated knowledge and ability to perform the basic duties of the Senior Consulting Level Engineer.
- Meets specific technical requirements gained through a minimum of thirteen years of cumulative experience in engineering and design.
- Demonstrates knowledge and abilities required for the Associate, Journey and Senior level Engineer.
- Able to handle multiple large and complex projects without supervision and serve as team leader.
- Provide leadership, direction, and assistance to engineers and designers. Coach and develop engineers.
- Successfully negotiate cost effective solutions beneficial to our customers and PG&E.
- Complete complex assignments with few or no precedents or standards.
- Apply extensive knowledge of concepts, principles and practices in a specific field or area of expertise to resolve complex problems.

Senior Consulting Gas Distribution Engineer

Monthly Wage as of 1/1/2012 will be the wage range below adjusted by the 2012 GWI

Senior Consulting Gas Distribution Engineer (2011 monthly) \$11,689-\$13,010

Summary This is a senior consulting-level engineer job that requires mastery of the senior engineer duties and has a current PE license. The Senior Consulting Engineer leads complex engineering projects, is a recognized expert within their area of responsibility, and applies extensive knowledge of concepts, principles, and practices to resolve complex problems with only general direction. The Senior Consulting Engineer provides technical leadership and coaching. Researches and identifies practical solutions to highly complex problems. Identifies opportunities and brings in ideas to help improve company performance. Additional responsibilities beyond the senior Distribution Engineer include, but are not limited to, the following: develops programs in a multifunctional business process, and provides high-level advice and expertise to various PG&E lines of business.

Job Duties: May perform the functions of Associate, Journey and Senior level Engineer and in addition:

- Manage large highly complex projects and perform engineering analyses, studies, and develop conceptual designs.
- Develop innovative solutions to solve challenging technical issues.
- Acts as a lead in root cause analysis and makes recommendations to address local and system-wide problems.
- Acts as a company witness, liaison, and/or information provider to outside parties.
- Develops technical policies, procedures, and contributes to the development of standards, specifications, construction documents, and guidelines.
- Represents PG&E at external industry associations, committees, trade organizations and other inter-utility groups.
- Acts as an engineering mentor.
- Resolves problems of very complex scope. Serves as a key technical resource within area of specialization.
- Regularly expected to apply creativity or new approaches to assignments that may be unique. May lead others on technically complex projects. Customarily and regularly uses discretion and independent judgment in fulfilling these job functions.
- Externally, establishes and maintains good relations with counterparts and higher level representatives in third party organizations, e.g., governmental, regulatory, business partner or community entities, using skilled negotiation, tact and diplomacy. Internal contacts include project team members, company management across various departments. Serves as the most senior level technical expert on the team. Often is a technical coach for others.

Job Qualifications:

- Meet qualifications for Senior Distribution Engineer and in addition:
- Current California PE license required.

- Mastery of the Associate, Journey, and Senior level engineer job duties and demonstrated knowledge and ability to perform the basic duties of the Senior Consulting Level Engineer.
- Meets specific technical requirements gained through a minimum of thirteen years of cumulative experience in engineering and design.
- Demonstrates knowledge and abilities required for the Associate, Journey and Senior level Engineer.
- Able to handle multiple large and complex projects without supervision and serve as team leader.
- Provide leadership, direction, and assistance to engineers and designers. Coach and develop engineers.
- Successfully negotiate cost effective solutions beneficial to our customers and PG&E.
- Complete complex assignments with few or no precedents or standards.
- Apply extensive knowledge of concepts, principles and practices in a specific field or area of expertise to resolve complex problems.



Union Proposal # 47

Summary: DE Realignment

Reference: cover letter

Background:

In 2009, Management reorganized Distribution Engineering and separated job functions so that individual DE's were only responsible for either Planning or Operations. ESC proposes to restore the previous system which served PG&E well for over 50 years. This will bring back operational efficiencies and improve communications between Engineering and its many client departments.

This proposal is without prejudice to the Union's position in the grievance over this issue.

Language Changes:

Cover letter item:

As soon as possible, the company shall return to its historic practice of each Distribution Engineer performing all planning and operations duties for his/her solely assigned Distribution Planning Area(s).



Union Proposal #48

Summary: SNBR to IPE progression

Reference: Exhibit S-1, Title 21 Selection and Advancement

Background: The agreement does not provide for “promotion in place.” The union proposes this language to allow for this.

Language Changes:

Cover letter language:

The company agrees, within 6 months of this agreement, to fill 10 new IPE positions through interviews of qualified SNBRs. The intent is to allow existing SNBRs to promote in place, where possible. The company shall give preference to headquarters where SNBR’s are already on upgrade to IPE, demonstrating the need for an additional IPE position.

Exhibit S-1:

Title 21. Selection and Advancement

These positions will be a ~~separate line of progression, reverse line of progression and bidding unit.~~ **the same line of progression and reverse line of progression with IPE being the higher classification of the two classifications. These classifications are subject to the bid regions set forth in Section 21.3 of the agreement.** Recognizing the unique skills required for these positions, the Company and Union agree to utilize the following process for selection and advancement:

A selection board comprised of two management and two union appointed employees will interview interested and qualified employees, using jointly-developed job qualifications and interview questions. The selection board will evaluate the candidates against the selection criteria to determine who is most qualified. If the selection board decides there are too many applicants to interview for a particular opening, the board shall decide which applicants to interview by screening applications against the selection criteria.

Candidates for the vacancies will be considered using the alternating process described below:

For half of the Senior New Business Representative and IPE vacancies, only the following prioritized ESC-represented titles will be considered:

For Senior New Business Representative vacancies, consideration will be given to Senior New Business Representatives, Associate Distribution Engineers and Senior Estimators.

□ For IPE vacancies, consideration will be given to Senior New Business Representatives and IPEs.

In the event the selection panel determines that there are not qualified candidates from the prioritized titles, additional candidates, both within and outside the unit, may be considered.

For the remaining vacancies, the Company may identify candidates, both within and outside the unit, for consideration along with other interested parties.

In either case, applicants must meet minimum qualifications in order to be considered by the selection board. Notwithstanding anything contained in this section, the 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. The Company may give tests to assist in determining an employee's qualifications. Once an employee has passed an examination, he/she will not be reexamined on the same subject matter. 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 considered to be two written reminders, or a decision making leave, or a demotion for cause. (Added 9-30-09)



Union Proposal #49

Summary: IPE upgrade

Reference: Exhibit S-1 (SNBR & IPE LOA) Attachment B

Background: To clarify the intent of the original agreement on the threshold for the definition of the IPE classification and upgrade threshold.

Language Changes:

Attachment B

Job Descriptions [from Attachment B, job descriptions]

[SNBR]

Job descriptions are shown below. It is understood that IPEs may perform all duties of the SNBR classification. Recognizing that work varies by location and some SNBR positions may perform IPE work, the parties agree that if an SNBR works on ~~4 or more IPE projects~~, **1 or more IPE projects**, he/she will be upgraded to IPE pursuant to Section 15.3 (a).

[IPE]

The job duties and responsibilities of an IPE may include all SNBR responsibilities; however this position includes management of, larger, more complex, projects. These projects include primary services, Electric transmission projects, and commercial or industrial jobs ~~over 2,000 amps~~. **2,000 amps or above**. The position also handles major commercial and/or Industrial developments and initiates and manages Large Load Interconnection process. Also handles requests for non-core gas services. Depending on the volume of specific types of projects in a particular office, this position may be deployed to manage specific types of work as opposed to broad assignments (i.e., commercial, residential or PG&E generated work).



Union Proposal #50

Summary: DDAs for SNBR/IPE/Project Manager using personal vehicles

Reference: Cover letter, 2012 agreement

Background: The company no longer issues DDA for employees using personal vehicles for company business.

Language Changes:

Cover letter item:

The company agrees to re-establish DDAs for SNBRs, IPEs and Project Managers that use their personal vehicles to perform company business.



Union Proposal #51

Summary: Create Principal GIS Analyst in the GIS group

Reference: Exhibit R

Background: Exhibit R currently does not provide for a Principal GIS Analyst. This proposal would create the classification and allow for advancement to this classification for those within the LOP, such as Senior Analysts who do not have the desire to move into Applications Engineering.

Proposed Changes:

New Classification, Principal GIS Analyst. Pay Range equal to GIS Application Engineer.

Minimum = \$8,985/mo – Maximum = \$9,888/mo (2011 dollars, subject to any GWI agreed to in CBA).

Language Changes:

Cover letter language:

The company agrees to create a new classification in the GIS analyst LOP; Principal GIS Analyst, which will be the highest classification within the GIS Analyst LOP. The company and union agree to establish an ad hoc committee within 6 months of this agreement to create job descriptions. The company agrees to create 2 Principal GIS Analyst positions and fill per Exhibit R, (Title 21 Job Bidding, Promotion and Transfer). The company agrees to give preference to incumbent Senior GIS Analysts.

[Exhibit A & Exhibit R to be edited as necessary]



Union Proposal #52

Summary: To provide for exclusive jurisdiction for GIS developers

Reference: LOA 06-08, Attachment 1, section 10

Background: 06-08 provides for management shared jurisdiction for GIS application development. This proposal would make it exclusive to ESC classifications.

Language Changes:

12. Mapping Technicians

The parties recognize that Mapping Technicians will continue to be utilized during the (Geographic Information System) GIS data conversion for local quality assurance checks.

Mapping functions done today when done using the GIS system, will remain the work of Mapping Technicians.

~~The parties acknowledge that the GIS database is a key component of asset management and that work in and on the GIS system is and will continue to be performed by non-unit employees.~~

The current Neutrality agreement requires all new positions to be reviewed with ESC for determination of the job status as bargaining unit or exempt.

The Mapping Advancement Program (MAP) shall be re-designed. It will be accomplished jointly by the Company and ESC. A joint Company/union committee will be established to design the training components required for the program including duration and intensity (JATC-like).



Union Proposal #53

Summary: ADE ratio 4:1

Reference: Exhibit D, Section IV, C. (3,4)

Background: Associate Distribution Engineers are vital to the completion of work at Pacific Gas and Electric Company. Associate Distribution Engineers perform important project management in almost every form of work at Pacific Gas and Electric Company; maintenance, reliability projects, capacity projects, work at the request of others, new business work. This important coordination work has been made even more vital by “resource sharing” and the resource management centers, as more complex project management are required. The Union believes that the Companies efficiency goals will be enabled by a reduced ratio of Associate Distribution Engineers to Estimators.

Language Changes: Exhibit D

ASSOCIATE DISTRIBUTION ENGINEER - 3091 ELECTRIC
-3092 GAS

...

C. APPLICATION

(1) The examination for Associate Distribution Engineer will be given the fourth week in March.

(2) An employee in the Senior Engineering Estimator classification shall be eligible to take only the examination given for advancement in his/her Department if he/she will have been in such classification on a regular basis on the last day of the month in which the examination is held.

(3) The Company shall maintain a ratio in each headquarters, not to exceed ~~eight~~ **four** Gas Estimators for every Gas Associate Distribution Engineer and ~~eight~~ **four** Electric Estimators for every Electric Associate Distribution Engineer. In addition, each Associate Distribution Engineer may direct the work of one temporary additional or intermittent Estimator.

(4) In order to eliminate an Associate Distribution Engineer position in offices with more than one Associate Distribution Engineer, the remaining number of Estimators to

Associate Distribution Engineers shall not exceed eight ~~eight~~ **four**. (See Review Committee Decision No. 470)



Union Proposal #54

Summary: ADE upgrades for serious bidders only

Reference: Exhibit D, Section IV, C. (10), (c) TEMPORARY VACANCIES

Background: To promote the temporary upgrade of employees that have taken and passed the ADE exam and who indicate an intent to take the position by having bids submitted.

Language Changes:

Note: (cover letter item?) employees that are upgraded to ADE, on a provisional basis, at the time of this agreement shall remain in their upgrades until that assignment is completed. This agreement will only affect upgrades after the signing of this agreement.

Exhibit D

ASSOCIATE DISTRIBUTION ENGINEER - 3091 ELECTRIC
-3092 GAS

...

(c) Temporary Vacancies

In the filling of temporary vacancies, employees shall be considered in respect to the full requirements of the classification, giving preferences where practical to those in the headquarters with prebids on file and who have passed the ADE examination. **If there are no qualified bidders in the headquarters, the company shall offer the upgrade to the senior qualified bidder from headquarters within a commutable distance before upgrading senior estimators on a provisional basis.**

(1) The senior qualified employee at the headquarters can decline the upgrade if a less junior qualified employee volunteers for the upgrade. **The senior qualified employee at another headquarters within a commutable distance can also decline the upgrade if a less junior qualified employee volunteers for the upgrade in that same headquarters.**

(2) The rate of pay for employees who have not passed the ADE exam shall not exceed the six month step of ADE.



Union Proposal #55

Summary: Stronger ADE review with resource sharing

Reference: Cover letter, 2012 agreement

Background: To address issues that effect efficiency and harmony in the design of gas & electric distribution and transmission facilities, the union proposes more thorough ADE review and approval of work being resource shared between headquarters or Central Design Services.

Language Changes:

In the interest of capturing efficiencies and eliminating duplication of work; the company and union agree that all work being packaged and transferred between local headquarters and Central Design Service centers (RMCs) be reviewed and signed off by the sending ADE in the appropriate commodity. The intent is to create and foster awareness of work being performed in the ADE's respective areas of responsibility, expertise and/or geography. The company and union further agree that it is in the best interest of both parties that the ADE's that are directing the work of groups of estimators should be the gatekeepers of work flowing in and out.



Union Proposal #56

Summary: Adopt a callout procedure for service planning and CDS classifications.

Reference: Language added to Title 17, no modification

Background: To reinforce the S0205 concept, IBEW section is the 212, the lists on the wall in every headquarters is called the "212 list" this would create a "17 list" for ESC as well as provide for grievance adjustment. This would effectively standardize the callout procedure for IBEW and ESC classification, simplifying the administration of callout for oncall supervisors and clerical tracking for ESC members as well.

Language Changes: propose addition of new section to Title 17

EMERGENCY CALL OUT

GENERAL PRINCIPLES

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. Hours worked per this section will be categorized as "Emergency Callout" hours for tracking purposes.

ANNUAL AND WEEKLY SIGN-UP – Division Headquarters

The company shall prepare a list at each headquarters of those employees who volunteer for emergency work. 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 may be reduced to zero for all employees. This procedure is to be continued annually thereafter.

The 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, although estimators and ADEs shall share one combined list; SNBRs and IPEs shall share a separate combined list; and all Mapping classifications shall share a separate combined list. Each list will be removed on Tuesday evening and reposted Wednesday afternoon showing the names of those who have volunteered by classification, with the list ordered by amount of Emergency Callout hours accrued so that employees having the least amount of Emergency Callout overtime accrued at the head of the list.

ANNUAL AND WEEKLY SIGN-UP – Central Design Services (RMCs)

RMC (Central Design Services) Estimators and ADEs may sign up for no more than 1 local headquarters sign-up list, provided the headquarters is within 30 miles of the employee's residence on file. The employee may indicate on the list a preference to be available for either;

- (a) all emergency situations that might arise, Level 1 and above. (this includes routine emergencies, such as car-pole accidents through major events)
- (b) only Level 2 and above events. (this excludes the day to day routine emergencies, such as car-pole accidents and transformer failures)

The sign up forms referenced above shall be made available electronically to those employees that sign up remotely.

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

RECORD KEEPING

During each week the local clerical staff 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 lists, 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 not including travel time. In order that it may be apparent whether overtime was actually received or credited as if worked under Section "Call Outs and Response" 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.

NEW EMPLOYEE ON LIST

A new hire, an employee bidding into or demoted to a new classification or new headquarters, or an employee coming back off of an extended sickness, an employee coming back off of a leave of absence, or an employee not previously volunteering for emergency duty will initially be credited with one hour more than the maximum accrued in his/her classification, effectively placing them at "the bottom of the list".

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.

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, including the failure to call in the appropriate technical or professional employee, the Company will pay the aggrieved employee for the time lost at the applicable overtime rate. 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.
- (c) When it has been determined by the Local Investigating Committee that the overtime was improperly assigned to an employee in another classification or employee in another service area thereby making equitable distribution impossible, the aggrieved employee(s) will be paid for the time lost at the applicable overtime rate.
- (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.

ENABLER

By written mutual agreement between the local Human Resources Advisor and the local Union Representative, 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 this title will remain in effect.



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Union Proposal #58

Summary: Co-determine appropriate workload for customer contact professionals

Reference: Service Planner Agreement, LOA 07-19, cover letter 2009 agreement, cover letter, 2012 agreement

Background: The service planner agreement sets out guidelines for workloads for SNBRs and IPEs and Customer Contact Estimators. Both the company and union agree that industry leading customer service is in the best interest of all parties and that sufficient staffing, including consideration for sick relief, vacation relief, and rotational assignments and training needs, is imperative.

Language Changes:

Cover letter language:

The parties will establish an ad-hoc committee to meet and agree upon appropriate workloads for customer contact professionals, specifically SNBRs, IPEs and local headquarters Estimators, Senior Estimators and ADEs. This committee will begin no later than 6 months from this agreement date and complete recommendations no later than 12 months from this agreement. The parties may extend these dates with mutual agreement in writing.

Deleted: are agreeable to

Deleted: reopening the agreement



Union Proposal # 60

Summary: Delete “Transportation Option” for GC

Reference: 10.2

Background: This provision is obsolete and should be removed.

Language Changes:

10.2 ~~RETURN HOME ON NONWORKDAYS~~ (Deleted 1/1/2012)

~~———— If employees return to their homes for their nonworkdays including any holiday which immediately precedes or follows their nonworkdays, the Company, at its option, shall allow them the equivalent of any savings it realizes in their board and lodging costs or reimburse them for the expense of round trip transportation by public carrier or provide round trip transportation by Company vehicle.~~



Union Proposal # 61

Summary: GC pay increases

Reference: Exhibit A

Background: Field Engineering positions in GC are significantly underpaid relative to Division jobs. Skilled FET's, SFET's and FE's are leaving the department because the compensation is better in areas like Project Services. PG&E has an interest in retaining qualified employees in the ESC Field Engineering group.

This proposal is tied to Union Proposal 141 regarding the training program.

Proposed Changes:

ESC proposes the following equity salary range adjustments. These are proposed 2011 wages and would be increased by the General Wage Increase.

Field Engineering Technician

Start	32.77
End 6 months	34.03
End 12 months	35.33
End 18 months	36.68
End 24 months	38.12
End 30 months	39.67

Senior Field Engineering Technician

Start	39.67
End 6 months	41.37
End 12 months	43.35
End 18 months	45.35
End 24 months	47.38
End 30 months	49.10

Field Engineer

Start	49.84
End 6 months	51.09
End 12 months	52.37
End 18 months	53.68
End 24 months	55.02
End 30 months	56.39

2011 ESC-PG&E General Negotiations

End 36 months	57.80
End 42 months	59.25
End 48 months	60.73
End 54 months	62.25
End 60 months	63.80

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Union Proposal # 65

Summary: Clearances (GC)

Reference: Exhibit D

Background: Field Engineering personnel are writing electric clearances and gas Construction Tie-In Procedures. PG&E closed the grievance over the electric grievances promising to Cease and Desist from having ESC personnel write electric clearances. However there has been no cease and desist. More and more, GC crews are relying on their ESC tech's and engineers to perform this work function, so that foreman can stay in the field to supervise apprentices and perform other crucial safety and operational duties.

ESC personnel are not opposed to performing these duties, however we feel that there must be appropriate training. This will be addressed in ESC's proposal 141 for a comprehensive FET training program with portions for new FE's. Also ESC notes the inequity that Work and Resource Coordinators are upgraded for performing this function.

Although some pay bands are already above the rate proposed, not all employees are at the pay band maximum, so this would at a minimum apply to newer FET's at the bottom of the range.

Proposed Changes:

All FET's, SFET's and FE's will be upgraded on a daily basis to the Division equivalent rate when writing electric clearances or gas construction tie-in procedures.



Union Proposal # 66

Summary: GC Crew ratio

Reference: Exhibit D, FET/SFET/FE job descriptions

Background: Requirements for thorough and correct documentation of all construction work are increasing. Currently, Gas Transmission demands one Field Engineer per crew, because of the great number of documents needed such as weld maps and elevations, etc.

ESC proposes a maximum ratio of 2 crews per FET/SFET/FE. This is to ensure safety at all times and that field engineering personnel have the ability to meet all the needs of the crews that depend on their support.

Language Changes:

Establish a maximum of 2 crews per FET/SFET/FE. This could be added to job descriptions in Exhibit D.



Union Proposal # 68

Summary: Panel for All SDE Hiring

Reference: SDE LOA (Sr Design Engineer/Substation Design Engineer) on Promotions)

Background: Pilot was implemented but never taken beyond pilot. Use of just seniority and just qualification has been problematic in the past. Use of a joint Mgmt/Union panel (two each) for hiring all SDE positions has proved very successful in eliminating grievances over hiring decisions.

Proposed Changes:

Use the joint selection panel language for hiring process of Senior Design Engineers.



Union Proposal # 73

Summary: SASI and Standards Engineers Jurisdiction

Reference: Exhibits V and X

Background: Existing duplication of duties in job descriptions of both classes creates jurisdiction conflicts.

Proposal: Create an ad hoc committee (with short term sunset date) to craft an LOA or LOA modifications that will correct the duplication and resolve the jurisdiction conflicts.



Union Proposal # 74

Summary: Quality Control (QC) of Contractor Work

Reference: Title 27.2

Background: The Company is engaging in substantial outsourcing of technical and professional work that falls under ESC jurisdiction. There has been a significant amount of (documented) contracted engineering work that has required remediation by PG&E engineers, and at substantial additional cost to the Company. This is also exhibited by numerous construction delays to correct prints and additional as-builts which add to the cost. If similar errors occur with work by PG&E engineers there is no added engineering cost for the corrections. The establishment of a required QC process will significantly reduce the amount of remediation required.

Language Changes:

(b) **Outside Contractors:** The Company may, at its discretion, assign such work to outside contractors provided that such contracting out shall not, within 120 calendar days of the letting of such contract, cause a layoff or demotion in rate of pay by reason thereof of any employee in the bargaining unit who is engaged in the same type of work or activity as that involved in the work which was contracted.

Before contracting out work normally performed by bargaining-unit employees, Company will offer and schedule overtime so long as it is economically feasible and operational time constraints can be met. (Added 1/1/00). *Also see Exhibit B, LOA 93-7-ESC. (Added 6/1/03)*
27.2(b)

All such work performed by outside contractors will be checked for quality and accuracy by bargaining unit employees.



Union Proposal # 77

Summary: Sr. Consulting Environmental Scientist 13 years

Reference: Exhibit Z (LOA 10-08)

Background: The Sr. Consulting Environmental Scientist is the only ESC top tier classification for which greater than 13 years minimum experience is required. The 20 year requirement is non-standard and unnecessary. After all, if you can be a Senior Consulting Scientist (in biology), or a Senior Consulting Engineer after 13 years, why the extra requirement here? Especially because an MA or MS is already required, which is not the case for the Sr. Consulting Engineers.

Language Changes: Exhibit Z (LOA 10-01)

...

Senior Consulting Environmental Scientist

Scope	This position requires mastery of the senior-level Environmental Scientist job duties and is routinely requested to lead multiple complex, high risk, or highly contentious regulatory projects. ...
Job Qualifications:	
Education	<ul style="list-style-type: none"> • BS or BA degree in an environmental discipline, sciences, or engineering (required). • MS or MA in environmental discipline, sciences, engineering, or MBA (required)
Licenses/ Training/ Certifications	<ul style="list-style-type: none"> • Project Management Professional (PMP) certification strongly desired and/or obtained within 2 years.
Experience	Mastery of the senior level job duties and demonstrated knowledge, leadership, and ability to perform Consulting duties. Meets specific knowledge/ technical requirements gained through a minimum of 20 13 years of cumulative experience in relevant environmental field, and/or regulatory project management; at least 15 of which must be specific to the particular job assignment.



Union Proposal # 78

Summary: Right of Way Agent Parity

Reference: Exhibit A, R

Background: Right of Way Agents have comparable skills and qualifications to the other monthly classifications in the Corporate Real Estate Group, such as Land Planner and Project Surveyor. Land Agents also make more than ROW Agents, and Land Agents are hourly so they get time and a half too. Newly hired ROW Agents are complaining that they should earn the same as newly hired Land Planners, and they will shift to Land Planning if they cannot make the same.

Proposed Changes:

Make salary ranges of Right of Way Agent equal to Land Planner at all levels of the Line of Progression.



Union Proposal # 79

Summary: Equity for Cultural Resources Specialists (CRS)

Reference: Exhibit Z (LOA 10-08)

Background: Cultural Resources Specialists have the same level of qualifications, experience and skills as Biologists. They perform very similar work functions on the same projects. However their pay range is significantly less. The pay for equivalent classifications with equivalent qualifications should be equal.

Note that ESC is also proposing adjustments to both CRS and Biology classification in Proposal 81, Parity for New Groups.

Proposed Changes:

CRS salary range minimums and maximums to be adjusted to be the same as Biologist salary ranges at all levels (i.e. Associate, journey, Senior and Senior Consulting).



Union Proposal # 80

Summary: Sr. Consulting Biologist requirements

Reference: Exhibit Z (LOA 10-08)

Background: Currently an MS degree is required for advancement to Sr. Consulting Biologist. However there are incumbent Senior Biologists who are otherwise completely qualified to become Sr. Consulting Biologists. Both the employees and the Company would benefit from promoting these individuals to positions of greater responsibility. ESC points out that an MS is not required to be a Sr. Consulting Engineer or a Principal Land Planner, Principal Land Surveyor or Principal Right of Way Agent.

Language Changes:

Senior Consulting Scientist	
Summary	<p>This position is responsible for planning, directing, and coordinating activities in the aquatic biology field, including contract management and research and development activities to support utility goals and objectives. This position will routinely confer and interact with other scientists, engineers, regulators and others to plan and review complex projects and broad utility programs, and to provide expert technical advice and direction. This position will prepare and administer project and program scope, schedule, and budgets; review and approve expenditures, and will report the status of work activities as needed.</p> <p>...</p>
Job Qualifications:	
Education	Advanced degree (MA, MS, or PhD) in Natural Resources, Aquatic Biology, Ecology, or related sciences <u>preferred</u> .
Licenses / Certifications	<p>May hold current professional registration with direct application to current job responsibilities (e.g. certified fisheries biologist, certified environmental professional).</p> <p>Valid driver's license required.</p>



Union Proposal # 81

Summary: Parity for new groups

Reference: Exhibit A, Exhibit/LOA's for "new groups": Power Gen/Hydro, Environmental, Telecom, Outage Coordinators, Nuclear Engineers/QV, Nuclear Professionals

Background: Employees performing comparable, in some cases identical, work are being compensated and treated differently. Salary ranges and working conditions are different for jobs with identical skills, qualifications and responsibilities, simply due to which department the job is under and the time at which their agreement was negotiated. This creates bizarre incentives for employees to move or not move between departments, hindering both management flexibility and employee career mobility. Disparate working conditions also create difficulty in contract administration.

But ultimately, different pay and treatment for equivalent jobs is just not fair.

Proposed Changes:

For Power Gen/Hydro, Environmental, Telecom, Outage Coordinators, Nuclear Engineers/QV, and Nuclear Professionals:

1. Eliminate STIP starting 1/1/2012. 2011 STIP paid.
2. Salary ranges adjusted per chart below. Any incumbents above these ranges remain gold-circled as they currently are.
3. Additional hours are paid after 1 hour on regular work day. Other special provisions remain (e.g. DCPP Outage overtime, Hydro callout language). See Union Proposal 156 for harmonizing all monthly working conditions.
4. Advancement procedures adjusted:
 - a. For Lines of Progression with four tiers (Associate, Journey, Senior and Senior Consulting), advancement is automatic through Senior level, with Senior Consulting positions filled by interview panel.
 - b. For Lines of Progression with three tiers (Associate, Journey and Senior), advancement is automatic through Journey level,
 - c. For Lines of Progression with two tiers (Journey and Senior), automatic advancement to Senior. Company to create a minimum of 3 Senior Hydrographer positions, one per area (North, Central and South).

This proposal is without prejudice to ESC's position in grievances over advancement.

Proposed new salary ranges:

	2011 Min	2011 Max	new 2011 min	new 2011 max	note
POWER GENERATION/HYDRO					
Project Engineer, Associate	5,532	7,463	6,583	8,436	Project Engineering
Project Engineer	6,996	9,096	8,228	10,445	Project Engineering
Project Engineer, Senior	8,667	10,355	9,099	11,689	Project Engineering
Project Manager	6,530	8,769	8,638	10,445	PM
Project Manager, Senior	8,396	10,028	9,554	11,689	PM
PM-BSEng, Assoc			6,583	8,436	PM
PM-BSEng (Jrny)			8,638	10,966	PM
PM-BSEng, Sr			9,554	12,274	PM
License Project Manager (BSEng)	6,996	9,096	8,638	10,966	PM
License Project Manager, Senior (BSEng)	8,667	10,355	9,554	12,274	PM
License Project Manager	6,530	8,769	8,638	10,445	PM
License Project Manager, Senior	8,396	10,028	9,554	11,689	PM
Senior Consulting Project Engineer	9,795	11,195	10,067	13,008	Project Engineering
PM-BSEng, Sr Consulting			10,571	13,659	PM
Sr, Plant Engineer	8,396	11,008	9,099	12,274	Protec Engr
Plant Engineer	5,532	8,396	8,228	10,836	Protec Engr
Project Mgmt Analyst	4,973	6,996	5,598	7,696	PCA/10% min
Project Mgmt Analyst, Senior	6,064	8,209	6,968	9,030	PCA/10% min
Technical Assistant (non-exempt)	3,731	4,664	36.46	39.45	Tech Spec II
Technical Assistant, Senior (non-exempt)	4,479	5,598	39.45	42.83	Sr Tech Spec

2011 ESC-PG&E General Negotiations

Maintenance Planner	6,222	7,930	7,466	9,515	20% increase
Power Generation Specialist	6,530	8,163	7,836	9,795	20% increase
Power Generation Specialist, Senior	7,649	9,091	9,179	10,909	20% increase
Sr. Consulting Power Generation Specialist	8,396	9,702	10,075	11,643	20% increase
Outage Coordinator	8,396	9,367	7,836	9,795	same as Sr PG Specialist
Hydro Analyst	4,982	6,157	5,978	7,388	20% increase
Hydro Analyst, Senior	5,785	6,996	6,941	8,395	20% increase
Hydrographer, Associate	4,982	6,157	6,583	8,436	same as Engineer
Hydrographer	5,785	7,089	8,228	10,445	same as Engineer
Hydrographer, Senior	6,717	7,649	9,099	11,689	same as Engineer
Hydro Scheduling Consultant	6,520	8,060	8,228	10,445	same as Engineer
Hydro Scheduling Consultant, Senior	7,649	9,048	9,099	11,689	same as Engineer
Licensing Coordinator, Associate	4,665	6,157	6,583	8,436	same as Engineer
Licensing Coordinator	5,877	7,643	8,228	10,445	same as Engineer
Licensing Coordinator, Senior	6,903	9,172	9,099	11,689	same as Engineer
NUCLEAR ENGR/QV					
Nuc Engineer, Associate	5,935	7,652	6,583	8,752	Protec Engr
Nuc Engineer/QV Auditor	6,528	9,369	8,228	10,836	Protec Engr
Senior Engineer/Sr QV Auditor	7,643	10,251	9,099	12,274	Protec Engr
Senior Advising/Senior Consulting Engineer	8,668	10,880	10,067	13,659	Protec Engr
Principal Engineer	9,891	11,689	11,487	14,675	same % above Sr Consulting
ENVIRONMENTAL					
Project Management Analyst	4,793	6,996	5,598	7,695	PCA/10% min
Project Management Analyst, Senior	6,060	8,209	6,968	9,030	PCA/10% min

2011 ESC-PG&E General Negotiations

Aquatic/Terrestrial Biologist, Associate	4,091	5,845	7,158	8,510	Land Planner
Aquatic/Terrestrial Biologist	5,395	7,643	8,062	10,125	Land Planner
Aquatic/Terrestrial Biologist, Senior	6,744	9,172	9,918	11,028	Land Planner
Sr. Consulting Scientist	8,398	10,538	10,067	13,008	Sr Cons Engr (Proj Engrg)
Cultural Resources Specialist, Associate	3,884	5,548	7,158	8,510	same as Biologists
Cultural Resources Specialist	5,125	7,256	8,062	10,125	same as Biologists
Cultural Resources Specialist, Senior	6,402	8,713	9,918	11,028	same as Biologists
Cultural Resources Specialist, Sr. Consulting	7,976	10,008	10,067	13,008	same as Biologists
Contract Administrator	4,496	6,447	5,251	7,092	use offset Budget Analyst to PCA
Contract Administrator, Senior	5,395	7,409	6,203	8,150	use offset Budget Analyst to PCA
Budget Analyst	4,793	6,996	5,598	7,695	PCA/10% min
Budget Analyst, Senior	6,060	8,209	6,968	9,030	PCA/10% min
Remediation Project Manager	5,575	7,913	6,583	8,704	PM-BSEng/10% min
Remediation Project Manager, Senior	6,744	9,441	8,638	10,966	PM-BSEng
Remediation Project Manager, Sr. Consulting	8,272	10,610	9,554	12,274	PM-BSEng
Environmental Scientist	5,566	7,643	6,583	8,704	Remediation PM
Environmental Scientist, Senior	6,852	9,172	8,638	10,966	Remediation PM
Environmental Scientist, Sr. Consulting	8,398	10,538	9,554	12,274	Remediation PM
Technical Assistant (weekly)	3,732	4,667	36.46	39.45	Tech Spec II
Technical Assistant, Senior (weekly)	4,559	5,593	39.45	42.83	Sr Tech Spec
TELECOM ENGINEERING					
Associate Telecommunications Engineer	5,215	6,654	6,583	8,436	Project Engineering

2011 ESC-PG&E General Negotiations

Journey Level Telecommunications Engineer	6,654	8,317	8,228	10,445	Project Engineering
Senior Telecommunications Engineer	8,632	9,621	9,099	11,689	Project Engineering
Senior Advising / Senior Consulting Telecommunications Engineer	8,902	10,709	10,067	13,008	Project Engineering
DISTRIBUTION OUTAGE COORDINATOR					
	5,395	6,969	6,997	8,712	SNBR (monthly equivalent)
NUCLEAR PROFESSIONALS					
Biologist	5,395	7,643	6,204	8,789	15% increase
Biologist, Senior	6,744	9,171	7,756	10,547	15% increase
Business Planner, Senior	5,845	8,632	6,722	9,927	15% increase
Emergency Planning Coordinator	6,294	8,407	7,238	9,668	15% increase
Emergency Planning Coordinator, Senior	7,193	9,306	8,272	10,702	15% increase
Financial Analyst	4,496	6,924	5,170	7,963	15% increase
Financial Analyst, Senior	5,845	8,632	6,722	9,927	15% increase
Maintenance Coordinator	5,845	8,362	6,722	9,616	15% increase
Maintenance Coordinator, Senior	7,193	9,082	8,272	10,444	15% increase
Outage Window Manager, Senior	8,992	11,240	10,341	12,926	15% increase
Performance Improvement Coordinator, Associate	5,395	7,193	6,204	8,272	15% increase
Performance Improvement Coordinator	6,294	8,407	7,238	9,668	15% increase
Performance Improvement Coordinator, Senior	7,193	9,216	8,272	10,598	15% increase
Procedure Writer – Eng/Ops	6,528	9,369	8,639	11,378	Same as Nuc Engr
Procedure Writer – Eng/Ops, Senior	7,643	10,250	9,554	12,888	Same as Nuc Engr
Procedure Writer – Technical	6,294	8,407	8,330	10,210	same ratio to Proc Writer Eng/Ops

2011 ESC-PG&E General Negotiations

Procedure Writer - Technical, Senior	7,193	9,216	8,991	11,588	same ratio to Proc Writer Eng/Ops
Procurement Specialist, Associate	4,046	5,845	4,653	6,722	15% increase
Procurement Specialist	4,945	7,373	5,687	8,479	15% increase
Procurement Specialist, Senior	6,294	8,902	7,238	10,237	15% increase
Procurement Tech Specialist, Associate	4,136	6,024	4,756	6,928	15% increase
Procurement Tech Specialist	5,035	7,643	5,790	8,789	15% increase
Procurement Tech Specialist, Senior	6,474	9,171	7,445	10,547	15% increase
Project Manager, Associate	4,945	7,193	6,583	8,436	PM BSEng
Project Manager	5,845	8,452	8,638	10,966	PM BSEng
Project Manager, Senior	7,463	10,250	9,554	12,274	PM BSEng
Records Analyst	4,496	6,924	5,170	7,963	15% increase
Security Coordinator	5,845	8,362	6,722	9,616	15% increase
Scheduler	5,845	8,362	6,722	9,616	15% increase
Scheduler, Senior	7,193	9,082	8,272	10,444	15% increase
Technical Analyst	4,496	6,924	5,170	7,963	15% increase
Work Week Manager	6,744	9,621	7,756	11,064	15% increase
Work Week Manager, Senior	8,092	10,790	9,306	12,409	15% increase



Union Proposal # 82

Summary: Exclusive jurisdiction for Power Gen-Hydro, Environmental, Telecom, DCPD, DOC's

Reference: new group LOA's

Background: some of the units that joined ESC in 2008 resulted in shared work jurisdiction between union represented employees and non-represented employees, such as Principals and Supervisors. This has led to grievances and disagreements. ESC believes that employees should do the work and management should supervise.

Language Changes:

Delete all references to shared work jurisdiction from the following LOA's:

1. LOA 10-01 Exhibit Z Environmental Services
2. LOA 10-03 Exhibit Z-1 Telecom Engineers
3. LOA 10-08 Exhibit Z-2 Power Generation/Hydro
4. LOA 10-15 Exhibit Z-3 Distribution Outage Coordinators
5. LOA 09-42 Nuclear Engineering/QV
6. DCPD Professionals LOA

Example from LOA 10-08:

1. Job Requirements:

a) Job Descriptions and Qualifications

See attachment A.

The lists of "knowledge/abilities" included in job descriptions are among the desirable criteria for individuals who occupy the positions in question. The lists are not intended to be exhaustive, and individuals need not satisfy every criterion to be considered qualified.

Incumbent employees who do not meet the job qualifications for their current position shall be grandfathered for that position.

Entry Engineers may continue to perform bargaining unit work as part of the engineer training program for up to 18 months.

~~Non-supervisory managers (Principals) may continue to perform all work historically performed provided that this provision shall not be used by the Company solely to reduce bargaining unit positions.~~

~~The number of supervisors doing bargaining unit work will not exceed the historical practice of the number of supervisors who perform such work, and the percentage of bargaining unit work those supervisors perform as compared to their total workload will also be consistent with historic practice. In no event will bargaining unit work comprise more than 50% of a supervisor's duties.~~



Union Proposal #83

Summary: STIP/Pension 1.7%

Reference: New groups LOA's

Background: One justification for STIP for non-union employees is that they have a higher retirement factor. ESC employees with STIP have a lower retirement factor, which is the worst of both worlds – lower base salary, lower multiplier. ESC proposes to correct this by restoring the 1.7% multiplier factor for employees covered by STIP. ESC also proposes eliminating STIP, so the 1.7% factor would only apply to employees retiring before higher salary ranges compensate for the loss of the pension multiplier.

Proposal:

The pension multiplier for all any ESC-represented employees who received contingent compensation through a bonus program (i.e. STIP) shall be 1.7. This will only apply to employees retiring within the next 3 years.

(ESC proposes that the STIP award program shall be eliminated for all ESC-represented classifications beginning in 2012 and that salary ranges for classifications currently with STIP will be expanded by at least 10%.)



Union Proposal #84

Summary: STIP/401(k) for 2011

Reference: new groups LOA's

Background: STIP is undesirable to employees because it does contribute to retirement. The management pay package makes up for this by having a higher 401(k) contribution rate. When employees joined ESC from management, they gave up the 75% 401(k) match, and hoped to turn STIP into eligible base pay. This did not occur, and employees were disadvantaged. ESC proposes restoring the 75% matching factor for base pay for those employees who have STIP (until STIP is discontinued per ESC proposal).

Proposal:

For 2011, for all ESC-represented employees who participate in the STIP award program, there shall be a 75% Company matching contribution on up to 6% of employee contributions of base pay to the Company 401(k) plan.

(ESC proposes that the STIP award program shall be eliminated for all ESC-represented classifications beginning in 2012.)



Union Proposal #85

Summary: STIP pro-rating

Reference: new groups LOA's

Background: The current STIP guidelines specify that an employee must be in a STIP-eligible classification on the last workday of the year in order to receive a STIP payment. ESC represents classifications with and without STIP. Under the current guidelines, if an employee works for part of the year – even say 360 days – but then transfers to another classification, they do not receive any STIP at all. STIP is supposed to be part of an employee's "total compensation" and was used by management to justify lower salary ranges. If this is truly part of total compensation, then you should get paid it even for part of a year.

Proposal:

For 2011, any ESC-represented employee who moves from participation in a STIP award program to a non-STIP position shall receive a pro-rated STIP award based on the number of days the employee spent in the STIP-covered position.

(ESC proposes that the STIP award program shall be eliminated for all ESC-represented classifications beginning in 2012.)



Union Proposal #86

Summary: STIP Award

Reference: new groups LOA's

Proposal:

For 2011, any STIP award program applied to ESC-represented employees shall be team-based and the basis of the STIP score must be negotiated with ESC.



Union Proposal #87

Summary: 2011 STIP Awards

Reference: New groups LOA's

Proposed changes:

For the 2011 STIP award program, supervisors shall not have the ability to lower an individual's STIP award below 75% and there shall be no 0% awards. The Union and Company must agree to the Company-wide metrics used to establish the STIP score. If no agreement is reached, the 2011 STIP company score for ESC represented employees will be "1.0".



Union Proposal # 95

Summary: Restore LOA 93-7 contracting provisions

Reference: LOA 93-7 (cancelled), Title 27.2

Background: LOA 93-7 contained important provisions regarding the contracting out of bargaining unit work. Specifically, it contained a process that was used successfully for over a decade, whereby Management met and conferred with the Union prior to contracting out of work.

Language Changes: Title 27

27.2 PERFORMANCE OF WORK USUALLY ASSIGNED TO BARGAINING UNIT CLASSIFICATIONS

...

(b) **Outside Contractors:** The Company may, at its discretion, assign such work to outside contractors provided that such contracting out shall not, within 120 calendar days of the letting of such contract, cause a layoff or demotion in rate of pay by reason thereof of any employee in the bargaining unit who is engaged in the same type of work or activity as that involved in the work which was contracted.

Before contracting out work normally performed by bargaining-unit employees, Company will offer and schedule overtime so long as it is economically feasible and operational time constraints can be met. (Added 1/1/00). Also see Exhibit B, LOA 93-7-ESC. (Added 6/1/03)

The parties, while recognizing the options available to management, are committed to keeping the assignment of bargaining unit work to ESC represented employees where operational and business needs are accommodated. The Company and Union agree that before contracting out work normally performed by ESC represented employees, alternative options of performing the work by such represented employees may be reviewed by a local committee comprised of management and bargaining unit employees. The options may include, but not be limited to, overtime, non-traditional work assignments to qualified employees, temporary transfers, temporary employees, retired or former employees, Distribution Construction Field employees and the like to the extent that these options are feasible and meet the operational constraints and customer requirements subject to this review.



Union Proposal # 98

Summary: Job Reporting

Reference: Title 21

Background: Add new title 21.1(f) to establish a report date within 10 days of bid award or offer.

Language Changes:

21.1 BIDDING PROCEDURES AND TIMELINESS

...

(f) Reporting: Employees who have accepted a job offer shall have the opportunity to report to the new position and headquarters no later than 10 days following offer acceptance. (Added 1/1/12)



Union Proposal # 99

Summary: Pre-bid Codes for all classifications

Reference: Title 21.1

Background: Add requirement for pre-bid codes for all classifications to title 21.1.

Language Changes:

21.1 BIDDING PROCEDURES AND TIMELINESS

When a vacancy occurs in any job classification listed in Exhibit A excluding beginning classifications or temporary vacancies, the Company shall fill it by appointment. Preferential consideration of bids by regular employees for appointment to a vacant position shall be given in the sequence outlined in 21.2. Procedures for filling vacancies in General Construction Department and Design Drafting Department are contained in the following Exhibit K for General Construction and Exhibit L for Design Drafting Department. **Pre-bid codes shall be created and maintained for all Union classifications subject to this agreement. (Amended 1/1/12)**

Union Proposal 100: Contracting Methodology



Reference:

Title 27, LOA 93-07 & 1993 Cover Letter of the Agreement.

Interest:

Management has informed the Union of its intent to outsource more work performed by employees represented by ESC Local 20. The Union believes that the Company has obligations under the Contract that precludes the stated intent to contract out as a matter of routine without attempting to accomplish the work with overtime, hiring hall and other measures. The Union believes that the parties should reach an agreement that would demonstrate Management's commitment to employees represented by ESC Local 20 and achieve the stated flexibility Management desires. PG&E is a Union Company in a Union State headquartered in a Union City, and should make a commitment to its Union represented employees that reflect these facts.

Description:

Add to Title 27 a methodology for determining contract utilization, while making a commitment to PG&E employees represented by ESC Local 20.

Proposed Language Changes:

Add to Title 27:

Management and the Union to establish an agreed-to policy and/or procedure to determine when title 27.2 (b) and 27.2 (c) is applied. This policy and/or procedure will include:

- 1) Commitments from Management and the Union to have bargaining unit employees perform bargaining unit work to the fullest extent feasible.
- 2) Prior to contracting out work normally performed by the bargaining unit, Company shall perform such work by the use of voluntary overtime if at all possible.
- 3) A commitment that the Company shall not assign work to outside contractors as to cause a layoff or demotion in rate of pay by reason thereof of any employee in the bargaining unit who is engaged in the same type of work or activity as that involved in the work which was contracted.
- 4) An agreed-to mechanism to determine the labor force required to deliver safe, reliable, and responsive service, and to address issues related to storm response, infrastructure maintenance, etc. before and after 27.2 (b) and 27.2 (c) is applied. Example: The Company shall hire additional bargaining unit employees in the event hours worked by hiring hall personnel and contractors exceed 5% 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 5% of work at department/headquarters divided by 1600 rounded up to the next whole position.

- 5) 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.
- 6) That prior to the use of the lack of work provisions of Title 22.3 that will result in involuntary layoff Company shall first: Meet with the Union to discuss, and eliminate all use of contracting and hiring hall personnel on a system-wide basis in the affected department initiating involuntary layoffs.



Union Proposal # 101

Summary: Contractors must be qualified

Reference: 27.2

Background: ESC is concerned that outside contractors brought in to performing bargaining unit work may not be properly qualified to perform the work. Utility engineering and design requires a high level of skill and experience, and PG&E has many unique work processes and design standards. Contractors unfamiliar with PG&E's processes are less efficient, and in the work possible case their documents might not be tracked or retained. Contractors unfamiliar with PG&E's standards could make design errors that fail to operate in the field or could even be unsafe.

Language Changes:

27.2 PERFORMANCE OF WORK USUALLY ASSIGNED TO BARGAINING UNIT CLASSIFICATIONS

(a) **Non-Unit Employees:** Non-unit employees shall not perform work usually assigned to bargaining unit employees except under the following circumstances:

- (1) emergency situations,
- (2) training of employees and demonstrating work methods,
- (3) work which is incidental to their assigned duties and de-minimis.

Work performed by non-unit employees under the circumstances listed above shall not cause an erosion of the unit through demotion, layoff or attrition. (Amended 1/1/88)

(b) **Outside Contractors:** The Company may, at its discretion, assign such work to outside contractors provided that such contracting out shall not, within 120 calendar days of the letting of such contract, cause a layoff or demotion in rate of pay by reason thereof of any employee in the bargaining unit who is engaged in the same type of work or activity as that involved in the work which was contracted.

Before contracting out work normally performed by bargaining-unit employees, Company will offer and schedule overtime so long as it is economically feasible and operational time constraints can be met. (Added 1/1/00). Also see *Exhibit B, LOA 93-7-ESC*. (Added 6/1/03)

All contractors hired to perform work usually assigned to bargaining unit employees must meet the minimum qualifications for the classification that usually performs the work being assigned. (Added 1/1/2012)



Union Proposal # 102

Summary: Reporting Outsourced Work

Reference: LOA 10-29, Title 27

Background: Union and Company agreed in LOA 10-29 that the Company would report outsourcing of bargaining unit work to the Union for certain specified classifications and areas. The Union would like to see this reporting requirement expanded to cover all ESC represented classifications, so that a complete picture of outsourcing is available. This will help the Union and Company jointly examine workforce and staffing issues.

LOA 10-29 is not referenced in the main contract body, so bringing this language into the contract will make it easier to find and refer to in the future.

Language Changes: new subsection (e) of 27.2, based upon LOA 10-29

27.2 PERFORMANCE OF WORK USUALLY ASSIGNED TO BARGAINING UNIT CLASSIFICATIONS

...

(e) PG&E agrees to provide ESC with quarterly reports for all outsourcing of work usually assigned to bargaining unit classifications. This quarterly report by PG&E will provide the following information with respect to each project outsourced in the past quarter: project and scope; date contract was let; estimated Full Time Equivalent (FTEs) of work; reason for outsourcing; contractor performing the work; and estimated date of completion. Projects shall be reported in the quarter following the letting of the contract. Changes to contracts which result in more outsourced work being performed shall be reported in the quarter following approval of the change order.

There shall be no reporting requirement for the use of Hiring Hall.

It is understood by all parties that this reporting neither limits nor expands the Company's ability to contract work under the provisions of Subsection 27.2(b). (Added 1/1/2012)



Union Proposal # 103

Summary: 3rd Step of Grievance procedure

Reference: Section 14.3

Background: Provide opportunity for grievance resolution by including PG&E managers in the grievance procedure.

Language Changes:

- (e) **Pre-Review Committee:** If a grievance is not settled as provided for in Subsection (c) above, the Union may refer the grievance to the Pre-Review Committee within the time limits provided therein. The Pre-Review Committee shall be comprised of a member of Company's Labor Relations Department **and the second level manager of the grievant** and a member appointed by Union's Business Manager. (Amended 1/1/00, 1/1/09, **1/1/2011**)



Union Proposal # 104

Summary: 4th step of Grievance procedure

Reference: Section 14.3

Background: Provide opportunity for grievance resolution by including representatives of all ESC constitutional Area's on the Review Committee.

Language Changes:

(f) **Review Committee:** A Review Committee shall be established consisting of **threefive** representatives designated by the Company and **threefive** representatives designated by the Union. The members of the Committee shall be authorized to make a final decision respecting the disposition of any grievance which shall be final and binding on the Union, the Company, and the grievant. A four person subcommittee representing the Review Committee, two representing the Company and two representing the Union, shall be established to investigate and prepare a report for a timely filed Business Manager's grievance.



Union Proposal # 105

Summary: LIC Deadlines

Reference: Title 14

Background: Forfeiture should apply to all deadlines in title 14 Grievance Procedure.

Language Changes:

14.3 PROCESSING OF GRIEVANCE

(d) **Forfeiture:** Unless the parties mutually agree in writing to the waiver of the applicable time limitation provided in all sections of Title 14 Subsection 14.3(e), the failure to strictly comply with such time limits shall result in:

(1) granting, at the option of the Union, of the correction sought by the grievance if the Company does not submit its separate statement of facts in which the members are in disagreement, or

(2) the closure of the case without adjustment and without prejudice if the Union does not timely refer the grievance or file a timely report.



Union Proposal # 109

Summary: Monthly Hiring Hall top of rate

Reference: Exhibit C

Background: Hiring hall rules are different for monthly and hourly employees. There is no good explanation why this is different. Hourly employees who previously worked in a classification get paid at the top of the classification rate. But monthly employees who come back to work at PG&E in their same classification only get paid at their last salary. Since salary ranges go up every year, this means that experienced monthly employees will not be paid their market rate after one year; after several years their hiring hall pay would be substantially below market. Eliminating the different treatment for monthly and hourly positions will also make the Hiring Hall easier to manage.

Language Changes: Exhibit C

D. PRIORITY OF REFERRALS

1. Previous PG&E employees that worked in the same or higher classification in the previous 60 months. Priority 1 employees shall be paid at the top wage rate established **for the classification**, ~~for hourly classifications or at the last salary of monthly paid employees if it is in the range for the temporary classification in which they are employed.~~ (Amended 1/1/09, 1/1/2012)
2. Previous PG&E employees that worked in the same or higher classification. Priority 2 employees shall be paid at the top wage rate established for the hourly classification in which they are employed ~~or at the last salary of monthly paid employees if it is in the range for the temporary classification in which they are employed.~~ (Amended 1/1/09, 1/1/2012)
3. Individuals that have previously performed the work of the same or higher classification through the Hiring Hall. Priority 3 employees shall be paid at 5 % above the minimum rate for the classification, or at a higher rate previously attained. An employee who has accumulated 12 months experience in a classification without a break in temporary Hiring Hall employment of more than one-year will have his/her wage rate increased by 5 %.



Union Proposal # 110

Summary: Raise Hiring Hall Bypass

Reference: Exhibit C

Background: The “bypass payment” to individuals rejected from the hiring hall has not been adjusted in a long time. Currently it is \$100. ESC proposes that this amount be raised to \$500 to compensate referred employees for their time, travel and expense for being available for work.

Language Changes: Exhibit C

H. REJECTION OF REFERRALS

Company may reject any referral that is determined by the Company to be unsuitable for employment. Company may terminate the employment of any temporary employee when determined by the Company such individual is not suited for continued employment. In such an event the Company will pay a reporting referral fee of \$1500.00. If the individual works that day, a minimum of four hours will be paid. **(Amended 1/1/2012)**

The Company will not be required to pay the reporting referral fee if the individual arrives late to work, unfit for duty or without the proper tools and equipment.



Union Proposal # 111

Summary: “a” rights to bidding region.

Reference: section 22.8 and 27.2

Background: Currently displaced employee can be displaced out of their bid regions and be disadvantaged to obtaining vacancies in their former bid region.

Language Changes:

22.3 DISPLACEMENT PROCEDURE

(a) (1) **Transfer and Displacement:** The employee displaced for lack of work will be placed in the highest classification starting with his/her own or successively lower classifications in such employee's line of progression in which the employee with the least Service in such classification has less Service than that of the displacing employee in the displacing employee's (i) headquarters, or (ii) Division, or (iii) Region, or (iv) within the System, in that order.

(2) Concurrently an employee subject to the provisions of the foregoing Subsection (a)(1) may be placed in a beginning job vacancy, if one is available, which is within 50 miles of the employee's headquarters or within the Region. Such displaced employee must possess the qualifications for the position. (Added 1/1/91)

(3) Such displaced employee who cannot be placed under the provisions of the foregoing Subsections (a)(1) or (a)(2) shall be placed in a beginning job vacancy, if one is available, in another line of progression in the system if the employee has at least three years of Service and has the qualifications to progress in the new line of progression.

(Amended 1/1/91)

(b) In lieu of the foregoing, an employee whose displacement is for lack of work may elect to return to any previous unit classification in a different line of progression that he/she held for more than six months and was not demoted therefrom provided that such displacement is made under the same principles of Service as set forth in the foregoing and, provided further, that such displacement can be made within the displacing employee's headquarters; or Division; or Region; or if the employee has at least three years of Service, the System in that order. (Amended 1/1/91)

(c) Notwithstanding the provisions of Title 21, preferential consideration shall be accorded to any employee who has been displaced for lack of work, pursuant to the provisions of this Title, in filling the next vacancy in either his/her original or successively lower classification(s) or headquarters or both.

In addition, notwithstanding the provision of Title 21, preferential consideration shall be accorded to any employee who has been displaced for lack of work, pursuant to the provisions of this Title, in filling the next vacancy in either his/her original or successively lower classification in his/her original bid region except so far as to prevent another employee being afforded preferential consideration to their original headquarters as above. (Added 1/1/2011)



Union Proposal # 112

Summary: Contracting Creates New Positions

Reference: Title 15.3 (d), 21 and 27.2(b)

Background: Supplements existing contract language limiting BU work by non BU individuals as well as the language in 15.3(d) establishing criteria for filling positions where that work is being done in a classification over a routine period.

Language Changes:

Add new paragraph after 15.3 (d) and insert sub-section numbers:

(d) (1) If an employee in the unit described in Section 3.1 is temporarily assigned to a given job classification and works therein for a period of more than 6 consecutive months such classification shall be filled in accordance with Title 21.

(2) If the aggregate time of one or more outside contractors performing work usually assigned to a job classification or line of progression exceeds one year of work over a two year period in a headquarters, a new position in the classification shall be filled in accordance with Title 21.



Union Proposal # 113

Summary: displaced employee commute is time worked

Reference: 22.3, 22.9

Background: When employees are displaced by management action, their increased time to reach their new work location should be considered as time worked. This would not apply to employees who voluntarily choose to move to another work location.

Note: ESC proposes that this provision will apply to any employees who are still displaced under 22.3 or 22.9 as of 1/1/2012.

Language Changes:

22.3 DISPLACEMENT PROCEDURE

...

(e) An employee displaced under this provision to a new work location greater than 50 miles from his home shall have his commute time to and from his new headquarters considered as time worked. (Added 1/1/2012)

22.9 RELOCATION OTHER THAN FOR LACK OF WORK

...

(f) An employee relocated in accordance with Subsection (b) or (c) above shall be entitled, when appropriate, to the provisions of Section 22.7. **An employee displaced under this provision to a new work location greater than 50 miles from his home shall have his commute time to and from his new headquarters considered as time worked. (Added 1/1/2012)**



Union Proposal # 114

Summary: Laid off HH top priority

Reference: Exhibit C

Background: Provide that employees who have been laid-off from regular jobs be given top priority in dispatch for Hiring Hall.

Language Changes: Exhibit C

D. PRIORITY OF REFERRALS

1. Previous PG&E employees that worked in the same or higher classification in the previous 60 months. Priority 1 employees shall be paid at the top wage rate established for hourly classifications or at the last salary of monthly paid employees if it is in the range for the temporary classification in which they are employed. **Top priority within this group shall be given to employees laid off from regular positions at PG&E.** (Amended 1/1/09, 1/1/2012)
2. Previous PG&E employees that worked in the same or higher classification. Priority 2 employees shall be paid at the top wage rate established for the hourly classification in which they are employed or at the last salary of monthly paid employees if it is in the range for the temporary classification in which they are employed. (Amended 1/1/09)
3. Individuals that have previously performed the work of the same or higher classification through the Hiring Hall. Priority 3 employees shall be paid at 5 % above the minimum rate for the classification, or at a higher rate previously attained. An employee who has accumulated 12 months experience in a classification without a break in temporary Hiring Hall employment of more than one-year will have his/her wage rate increased by 5 %.
4. Inexperienced individuals that meet PG&E's agreed-to qualifications. **Top priority within this group shall be given to employees laid off from regular positions at PG&E applying for Hiring Hall positions in classifications they did not previously hold.** Priority 4 employees shall be paid the minimum rate for the classification of work to be performed. An employee who has accumulated 12 months experience in a classification without a break in temporary Hiring Hall employment of more than one-year will have his/her wage

rate increased by 5 %. An employee who has accumulated 24 months experience in a classification without a break in temporary Hiring Hall employment of more than one-year will have his/her wage rate increased by 5 %.
(Amended 1/1/2012)



Union Proposal # 115

Summary: Rehire if contracting

Reference: section 22.8 and 27.2

Background: The Company has contracted work while laid-off employees that performed that work were on a rehire list.

Language Changes:

27.2 PERFORMANCE OF WORK USUALLY ASSIGNED TO BARGAINING UNIT CLASSIFICATIONS

(a) **Non-Unit Employees:** Non-unit employees shall not perform work usually assigned to bargaining unit employees except under the following circumstances:

- (1) emergency situations,
- (2) training of employees and demonstrating work methods,
- (3) work which is incidental to their assigned duties and de-minimis.

Work performed by non-unit employees under the circumstances listed above shall not cause an erosion of the unit through demotion, layoff or attrition. (Amended 1/1/88)

(b) **Outside Contractors:** The Company may, at its discretion, assign such work to outside contractors provided that such contracting out shall not, within 120 calendar days of the letting of such contract, cause a layoff or demotion in rate of pay by reason thereof of any employee in the bargaining unit who is engaged in the same type of work or activity as that involved in the work which was contracted. **Prior to contracting out work normally assigned to bargaining unit employees, the Company shall first rehire laid off employees that performed the work contracted if there are laid off employees with rehire rights per section 22.8. (Amended 1/1/2011)**

Before contracting out work normally performed by bargaining-unit employees, Company will offer and schedule overtime so long as it is economically feasible and operational time constraints can be met. (Added 1/1/00). Also see *Exhibit B, LOA 93-7-ESC*. (Added 6/1/03)



Union Proposal # 116

Summary: Rehire rights for all previous classifications

Reference: Title 22.8

Background: Rehire rights under 22.8 currently only apply to the classification an employee was laid off from. So if an employee worked as a Mapper, became an Estimator and was laid off, the company could hire a new Mapper off the street without even considering the laid-off former Mapper. ESC proposes to ensure that laid-off employees are considered for all the jobs they are qualified for due to past service, before PG&E hires off the street.

Language Changes:

22.8 REHIRE PROVISIONS

Notwithstanding the provisions of Section 21.13, a regular full-time employee with one continuous year of Service who has been laid off for lack of work for a period not in excess of 30 continuous months shall be entitled to preferential rehire in the reverse order of layoff as follows:

When a vacancy exists in a beginner's job in the line of progression in the Region from which one employee was laid off **or in a beginner's job in the Region in any line of progression in which the employee had previously worked**, the Company shall call the last telephone number furnished by the laid off employee and provide notification of opening for reemployment. If contacted by telephone such employee must advise the Company whether or not the reemployment offer will be accepted within three working days and the employee must be available for work within seven calendar days after so advising Company. If the laid off employee cannot be reached by telephone, then the Company shall send notice by certified mail - return receipt requested of openings for reemployment to the last mailing address as furnished by the laid off employee. Within seven working days after such notice is received, such laid off employee must advise the 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 no reply is received by the Company within three days of the telephone call or seven days after the notice is received, such employee will be considered terminated and the next employee on the laid off list may be notified of the opening. To expedite rehiring, more than one employee may be notified of an opening but priority shall be given to employees in the reverse order of layoff. If no employee remains on the laid off list, the provisions of Section 21.13 will be invoked. Employees recalled shall report to work within seven calendar days after advising the Company of their acceptance of reemployment. If they fail to report within such time, they shall be considered terminated with no further reemployment rights under this Section. An employee returning to a beginner's job 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. (Amended 1/1/94)

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Union Proposal # 117

Summary: Rehire to beginning level jobs

Reference: 21.13

Background: Laid off employees should have first options to beginning level jobs. It does not make sense for PG&E to lay people off in one area and then hire off the street somewhere else, especially when the jobs are beginning level. The contract already reserves all beginning level openings for employees to transfer into with "A" rights, so extending that preference to rehire of laid-off employees is not a major adjustment.

Language Changes:

21.13 FILLING BEGINNING CLASSIFICATIONS

(a) Whenever the Company intends to fill a beginning classification, the Company shall give preferential consideration **first** pursuant to Subsection 22.3(c) to regular employees who have submitted a transfer **and second to laid off employees awaiting rehire under Section 22.8. (Amended 1/1/2012)**



Union Proposal # 118

Summary: Restrict Resource Sharing after Layoff

Reference: Title 22, coverletter

Background: During the 2009-2010 layoff, ESC saw that in offices where many employees had been laid off, there were not enough people available to do the work. But instead of rehiring the laid-off people, these offices sent their work to other offices. There was overtime and hiring hall being used within months of the layoff, but it took over a year to rehire most of the employees.

Language Changes:

Coverletter item:

In the application of workload sharing, Company agrees not to send work from a headquarters where an employee has been laid off and is still awaiting rehire.



Union Proposal # 119

Summary: Restore Title 22.11 to Contract

Reference: Title 22

Background: Title 22.11 before it was deleted made it a priority for management to find places for employees subject to layoff. ESC would like to see this commitment renewed.

Language Changes:

22.11 PLACEMENT OF EMPLOYEE SUBJECT TO LAYOFF

Company shall exert all reasonable effort to place an employee subject to layoff in a beginning level job vacancy in other Divisions or Departments of the Company, provided such employee is qualified to perform the duties of the vacant beginning level job. (Amended 1/1/2012)



Union Proposal # 121

Summary: Title 22 Rights at 6 months

Reference: section 13.5, 22.1

Background: Currently a regular employee that has passed probation per section 13.5 may be laid-off without the protections of title 22.

Language Changes:

22.1 PURPOSE

The provisions of this Title provide the procedure to be followed when a regular employee ~~with one continuous year of service~~ is to be displaced from his/her position. An employee who cannot be placed in accordance with the following will be laid off. For substitute provisions applicable to General Construction, see Exhibit K. For clarification of this Title as applied in the Design Drafting Department, see Exhibit L. (Amended 1/1/~~94~~12)



Union Proposal # 123

Summary: OT limited while rehires on list

Reference: Title 17

Background: After the 2010 layoffs, ESC saw that in offices where employees had been laid off, overtime was offered almost immediately. Many employees were offended. Management must do better workload planning before laying off employees. If management cuts too deep, then the solution is to bring employees back to work, not to give overtime to the remaining employees who are already stressed.

Language Changes: new section 17.11

17.11 OVERTIME LIMIT DUE TO LAYOFF

Prearranged overtime shall be limited to 10 hours per week per employee in any classification and bid region from which an employee has been laid off and is awaiting rehire.



Union Proposal # 126

Summary: Eliminate 27.2(b) time limit

Reference: 27.2(b)

Background: Title 27.2(b) restricts outsourcing of bargaining unit work within 120 days of layoff. The Company should have a stronger commitment to its employees and should be willing to say that it will not lay off employees and contract out their work, under any time limit.

Language Changes:

27.2 PERFORMANCE OF WORK USUALLY ASSIGNED TO BARGAINING UNIT CLASSIFICATIONS

(a) **Non-Unit Employees:** Non-unit employees shall not perform work usually assigned to bargaining unit employees except under the following circumstances:

- (1) emergency situations,
- (2) training of employees and demonstrating work methods,
- (3) work which is incidental to their assigned duties and de-minimis.

Work performed by non-unit employees under the circumstances listed above shall not cause an erosion of the unit through demotion, layoff or attrition. (Amended 1/1/88)

(b) **Outside Contractors:** The Company may, at its discretion, assign such work to outside contractors provided that such contracting out shall not, ~~within 120 calendar days of the letting of such contract,~~ cause a layoff or demotion in rate of pay by reason thereof of any employee in the bargaining unit who is engaged in the same type of work or activity as that involved in the work which was contracted.

Before contracting out work normally performed by bargaining-unit employees, Company will offer and schedule overtime so long as it is economically feasible and operational time constraints can be met. (Added 1/1/00). Also see *Exhibit B, LOA 93-7-ESC*. (Added 6/1/03)



Union Proposal # 127

Summary: Notify ESC of personnel changes

Reference: Title 5.3

Background: For ease of administration, ESC would like management to notify the Union of significant changes to the status of bargaining unit employees. ESC would add this to section 5.3 and update the section with a new header and new sub-section numbers.

Language Changes:

5.3 PERSONNEL NOTIFICATIONS

(a) The Company shall, on request, furnish the Union annually with a list of the names and addresses of employees described in Section 3.1. Such list will reflect the employment rolls as of December 31. (Amended 7/1/72)

(b) The Company shall, on a monthly basis, provide notification to the Union of all the following personnel changes which have occurred in the preceeding month: promotions, demotions, relocations, new hires, rehires, and returns from leave. Such information shall be provided in a sortable digital format.



Union Proposal # 128

Summary: Notify ESC of High Level Discipline

Reference: Title 14.2(a) GRIEVANCE TIME LIMITS

Background: It is proposed to improve notification of higher level discipline In order to meet a joint objective “that grievances be settled promptly”.

Language Changes:

14.2 TIME LIMITS

It is the object of the Union and the Company that grievances be settled promptly. To facilitate their settlement, grievances shall be filed on the form adopted for such purpose to the designated electronic mailbox in the Labor Relations Department, and within the following time limits established in Subsections (a) and (b) hereof: (Amended 1/1/09)

- (a) A grievance which involves the discharge of a bargaining unit employee shall be initiated and processed without undue delay; but in any event, such grievance shall be filed not later than 14 calendar days after such employee's discharge becomes effective. The Company shall notify the Union in writing of any suspensions or terminations within ten calendar days of their effective dates. The Company shall make a written response thereon within two workdays after receipt of the Union's written grievance.



Union Proposal # 129

Summary: Notify ESC of Temporary Assignments

Reference: 21.7

Background: It is proposed to improve notification of temporary assignments in order to avoid confusion. Sometimes employees and union stewards or representatives do not know who is where, and whether a particular person is on a temporary assignment or not.

Language Changes:

21.7 EXAMINATIONS FOR PROGRESSION AND APPOINTMENT TO TEMPORARY VACANCIES

(a) Upon written agreement thereon by the Company and the Union, examination procedures for determining qualifications of employees or for an employee's progression to a higher classification may be adopted or revised.

(b) In the filling of temporary vacancies, the Company shall first consider employees at the headquarters where the vacancy exists in the order of their preference under Section 21.2 or 21.13, whichever is applicable. In the filling of temporarily vacated beginning classifications, the Company shall offer the temporary assignment to the senior qualified transfer applicant in the headquarters. Should such transfer applicant decline the assignment or if there are additional temporary vacancies, the Company may fill the vacancies at its discretion. Employees shall be considered in respect to the full requirements of the classification, giving preference, where practicable, to those who have met the examination requirements. (Amended 6/1/03)

(c) Company will then consider individuals for temporary upgrades of 2 weeks or more, who have pre-bids on file for the classification, and who are within a commutable distance, first considering employees by seniority within the bid unit and then those outside the bid unit. (Added 6/1/03)

(d) Company will post notice of any temporary assignments lasting more than 2 weeks. This includes both geographical moves within a classification, and temporary assignments to different classifications. Such postings will be made in both the sending and receiving headquarters and transmitted to the Union electronically.



Union Proposal # 130

Summary: Unpaid Leave

Reference: Title 12.2

Background: Management encourages and expects employees to use their full vacation allotment every year. However, employees who diligently take vacation and keep their balance low are sometimes caught unprepared for a situation where they need additional time off from work. In this case, ESC proposes that employees with low vacation rates be allowed to take unpaid leave for up to 10 days.

Language Changes:

12.2 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 his personal circumstances and his Service to the Company warrant the granting thereof. Except as provided in Sections 12.6 and 12.9, a "leave of absence" will not be granted which, together with the last "leave" or "leaves" granted, will exceed 12 consecutive months. **If an employee's accrued vacation is less than 1 year's allotment the Company shall authorize absences without pay for up to 10 consecutive workdays without requiring the use of vacation pay. (Amended 1/1/2012)**



Union Proposal # 131

Summary: Steward Training

Reference: Title 6

Background: The Union committed many of its resources to the Company's initiative. Ongoing Labor Management obligations, that assist the Company, have required the deferral of Union stewards training and development. The Union proposes that the Company should provide time for the Union to insure that the Union can train and develop its stewards while meeting its Labor Management obligations.

Proposed Changes: new section 6.7

6.7 STEWARD TRAINING

In and effort to promote harmony and efficiency the Company shall provide 1 day per quarter of paid time for the purpose of steward training by the Union. For the purpose of this title, one day is defined as the steward's normal work day under his/her current work schedule in effect at the time of training. (Added 1/1/12)



Union Proposal # 132

Summary: Successor clause

Reference: IBEW title 2.3

Background: IBEW Local 1245 has a successor clause guaranteeing job security and other provisions in the event of transfer of ownership of the Company. ESC seeks the same security.

Language Changes: new Title 3.4

3.4 SUCCESSOR

(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 Title 22 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 Nonaffiliated 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. (Added 1/1/2012)



Union Proposal # 141

Summary: Training Program

Reference: coverletter

Background: Currently there are two excellent training programs for ESC classifications, the Estimator Training Program and Mapper Advancement Program. These jointly-developed training programs help employees learn the technical skills needed for the critical work being performed. ESC believes that an SNBR-IPE training program is also under development by management. As requirements for documentation continue to increase, the need for proper training on work procedures and technical skills is also increasing. However, many ESC classifications do not have any formal training program, and employees are left to learn “on the job” from their co-workers.

Proposed Changes:

Cover letter item:

Training Program.

1. Field Engineering. The Company and Union shall establish an ad-hoc committee to develop and implement a training program for the FET/SFET/FE progressions. The Company shall provide sufficient funding for program development and implementation. The program shall consist of 6 6-month modules, similar to ETP. One module will include training on electric clearances/gas construction tie-in procedures. The program will be finalized by the end of 2011, and all new hired FET's will be required to undergo the FET Training Program and progress on pay steps similar to ETP. Incumbent SFET's and FET's will not be required to undergo the training program, except for the module on clearances or tie-in procedures. Field Engineers will be required to participate in clearance/tie-in procedure training module as well.
2. SNBR/IPE. The Company and Union shall establish an ad-hoc committee to develop and implement a training program for the SNBR and IPE classifications. The committee will finalize the program and implement it by the end of 2012.
3. Gas Transmission. The Company and Union shall establish an ad-hoc committee to develop and implement a training program for Gas Transmission classifications. For Estimators and Senior Estimators, this will be integrated with ETP so that employees learn the specialized skills for Gas Transmission as well as the bulk of gas estimating skills that are universal; employees should be competent to transfer to other offices. Any substitute modules developed could be used as supplemental training for other

estimators transferring into Gas Transmission. Formal training will also be developed for the ESC Gas Transmission mapping and design groups for employees hired in 2012 and beyond.

4. Company and Union will work together to update the Estimator Training Program and Mapper Advancement Program within one year.



Union Proposal # 144

Summary: FR Clothing allowance

Reference: Add new Title 23.3 for FR Clothing application and allowances.

Background: Establish formal periodic FR Clothing application and allowance.

Language Changes: new section 23.3

23.3 FIRE RESISTANT CLOTHING ALLOWANCE

In and effort to promote safety and provide for equitable and adequate access by employees to the Fire Resistant (FR) Clothing allowance, the company will perform the following annually;

(a) Perform a review of the Union classifications to determine the usage level of FR Clothing allowance required by individuals in each classification, and;

(b) Adjust the annual allowance dollar allotment for each level of use sufficient to allow purchase of the minimum amount of FR Clothing determined for each usage level, and;

(c) Provide the FR Clothing usage levels for each classification to the Union for review, comment and settlement of any disputes prior to implementation of any changes to usage and/or allowance levels.

(Added 1/1/12)



Union Proposal # 145

Summary: Alternative Work Schedules

Reference: Title 7.4

Background: Alternative Work Schedules (4x10 and 5x80) can enhance employee productivity and morale. Where appropriate, they should be encouraged.

Language Changes:

7.4 HOURS CHANGES

...

(e) **Alternate Work Schedule - 4/10's:** Alternate work schedules consisting of four ten hour days may be established on a voluntary basis by local Letter Agreement in accordance with the provisions of Letter Agreement 93-11-ESC attached hereto as Exhibit B. Business needs permitting, management will make every effort to accommodate alternative schedule requests. (~~Added~~Amended 1/1/942012)

(f) **Alternate Work Schedule - 9/80's:** Alternate work schedules consisting of eight nine hour days and one eight hour day in a two week period may be established by local Letter Agreement on a voluntary basis in accordance with the provisions of Letter Agreement 93-12-ESC attached hereto as Exhibit B. Business needs permitting, management will make every effort to accommodate alternative schedule requests. (~~Added~~Amended 1/1/942012)



Union Proposal # 146

Summary: Job Sharing

Reference: cover letter

Background: More employees are becoming interested in job sharing. Several members raised this issue in their surveys to ESC. Many employers have an interest in providing flexibility to employees who want to reduce their work hours for family or other reasons. This can help with long-term retention and it shows employees that management is flexible and cares about their work/life balance.

Language Changes:

Cover letter item:

Job sharing is an arrangement where two employees share one Full-Time Equivalent position, each working part time to accomplish the work. The Company and Union agree to establish a committee to develop a pilot program for job sharing. Any job sharing program would require voluntary approval by the employees involved and the supervisor of the jointly-held position. If the pilot program is successful, the Company and Union will work together to make job sharing available throughout the Company wherever it is feasible.



Union Proposal # 149

Summary: Safe Rest Periods

Reference: Title 17.8 Rest Periods

Background: Ensure employees have a full eight hours of rest during their rest period before returning to work in order to see they are properly rested and can return to perform work safely. Currently, the rest period begins when an employee leaves company premises and ends when the employee returns to work. Travel time to their home or place of rest is not included. For example, if an employee has to travel 2 hours to the worksite, then an 8-hour rest period would only include 4 hours of actual rest, leading to unsafe practices such as driving long distances while extremely tired. This has occurred in the recent past, for instance with the “Cow Palace” document search event.

Language Changes:

17.8 REST PERIODS

If an employee has worked for eight hours or more at the overtime rate during the 16 hours period immediately preceding the beginning of his/her regular work hours on a workday, he/she shall be entitled to a rest period of eight consecutive hours, not including travel time to their home or place of rest, on the completion of such overtime work. (Amended 1/1/2012)



Union Proposal # 155

Summary: Bid Unit for SNBR, IPE, DOC

Reference: Title 21.3, Exhibit S-1, Exhibit Z-3

Background: These employees have classification bid units in their specific agreements. This creates inefficiency and adverse outcomes in applications of Title 21 and 22. ESC proposes to eliminate the specific bid units and use the 4 geographical bid units that are applied to all Division employees (e.g. Estimators, ADE's, DE's, etc.).

Language Changes:

Exhibit S-1:

Title 21. Selection and Advancement

These positions will be a separate line of progression, and reverse line of progression ~~and bidding unit~~. Recognizing the unique skills required for these positions, the Company and Union agree to modify Title 21 as specified below.

Exhibit Z-3

5. Line of Progression/Reverse Line of Progression:

The Distribution Outage Coordinator will be its own line of progression, and reverse line of progression ~~and bidding unit~~ for the purposes of Title 21 and Title 22.



Union Proposal # 163

Summary: Agency Shop, remove “Grandfather Status” for employees not paying dues.

Reference: Title 5.1

Background: It is not fair for a small number of employees not to pay dues or fees when everyone else has to pay. All represented employees share the benefits of union representation, so they should all pay the costs.

Language Changes:

5.1 AGENCY SHOP

(a) Thirty days after being employed or entering a classification listed in Exhibit A, 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 by 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 Union members. (Amended 1/1/80)

~~(b) Any employee of the Company in a classification represented by the Union on June 25, 1972, and who, on June 25, 1972, was an employee and not a member of the Union and who remains an employee continuously after June 25, 1972, is exempt from the provisions of Subsection 5.1(a) unless he becomes a member of the Union after said date. (Amended 1/1/88)~~

~~(c) Any such employee appointed to any classification out of the bargaining unit covered by this collective bargaining Agreement may withdraw from membership in the Union, and his obligation to pay dues or agency fee shall thereby terminate on the last day of the month during which the employee withdraws. (Amended 1/1/91)~~



Union Proposal # 164

Summary: Materials Inspector update

Reference: Exhibit D Materials Inspector job description

Background: Union proposes changes and updates to the Materials Inspector classification. The San Bruno incident has highlighted the need for more inspectors. There is no clear process for advancement from Assistant to regular Materials Inspector. ESC proposes advancement after acquiring two years experience in the Assistant level classification.

Language Changes:

GENERAL OFFICE **MATERIAL INSPECTOR** - 3160

GENERAL

A. DUTIES Under **indirect** supervision, inspects equipment and material being manufactured for the Company to insure compliance with the Company's requirements. Also expedites manufacture and delivery. Verifies and/or witnesses tests and standards used by manufacturers for quality control and performance as required by the Company. As appropriate, may prescribe tests beyond those specified or beyond normal procedure to insure reliability and safety. Prepares reports covering inspections, progress of manufacture, and shipments. At request of the Engineering or other General Office department, may be required to inspect a manufacturing or fabricating plant to determine its qualifications as a potential Company Supplier and prepare a written report thereon.

B. REQUIREMENTS

Two years of college in an appropriate field of engineering or the equivalent in education and/or experience, plus adequate knowledge of material and equipment and of testing and inspection procedures, manufacturing methods, and operating problems involved in equipment to be inspected. Also the ability to understand and interpret properly Company specifications and to communicate readily with others, both orally and in writing.

C. There will be a Material Inspector at every distribution center.

ASSISTANT MATERIALS INSPECTOR - 3162

(Beginning Classification)

A. DUTIES

Under indirect supervision, conducts routine inspections of equipment and material manufactured for the Company to assure compliance with the Company's requirements. **Verifies and/or witnesses** tests performed by manufacturers and/or reviews test reports for compliance with specified standards. Receives assistance from and communicates with employees in higher classifications. **Prepares reports covering inspections, progress of manufacture, and shipments.** ~~Relieves employees in higher classifications of as much routine technical office work as possible and provides them with information and documents needed to perform inspections.~~

May be assigned work of a more difficult nature to provide training for advancement to Material Inspector.

B. REQUIREMENTS

High school graduation with some college training preferred or the equivalent in education and experience. Emphasis in education should be in technical subject. The ability to understand written technical standards and to communicate readily with others, both orally and in writing. In addition, the ability to maintain a satisfactory working relationship with manufacturer's personnel while enforcing the Company requirements.

C. After two (2) years as an Assistant Materials Inspector will automatically progress to the position of Materials Inspector.

Added L/A (6.9.11)