

Attachment A

TITLE 6. UNION ACTIVITY

6.5 PAY FOR EMPLOYEES REPRESENTING UNION

Employees who are absent from work ~~at the Union's request~~ with the Company's permission for short or intermittent periods of time because of their activities as **Union** its officers or members engaged in negotiations, meetings, ***grievance adjustment*** or special committees shall be paid by the Company at their present classification wage rate. Such payments shall be advanced as "Union wages" ***and such time will be considered Union Time Off***. ~~Further, during such time, such employees will be considered as employees of the Union for all employment purposes set forth in the Workers' Compensation and Insurance Chapter of the California Labor Code. (Amended XX/XX/26)~~

~~In return, the Union shall reimburse the Company for any such wages advanced to an employee pursuant to the provisions herein and the added cost to the Company of replacing such employee, if any. (Added 1/1/83)~~

If the time off is at the Union's request and is related to the PG&E Agreement (e.g. negotiations with PG&E), the Union will reimburse the Company for any such wages advanced to the employee. (Added XX/XX/26)

If the time off is at the Union's request and is unrelated to the PG&E Agreement (e.g. an issue related to another employer or internal union business), the Union will reimburse the Company for any such wages advanced to an employee and any associated benefits burden. Further, during such time, employees will be considered as employees of the Union for all employment purposes set forth in the Workers' Compensation and Insurance Chapter of the California Labor Code. (Added XX/XX/26)

The Union will make good faith efforts to provide the Company with reasonable advance notice on union time off requests. Similarly, the Company will make good faith efforts to release employees for union business. (Added XX/XX/26)

6.6 NEW EMPLOYEE ORIENTATION

a) The Company's local Human Resources Representatives shall notify in writing the ~~designated Union representative~~ within 30 days of the reporting of duty for new bargaining unit employees ***or employees who have transferred from outside the bargaining unit into classifications represented by the Union***. Upon said notification, the parties shall schedule necessary paid time (not to exceed one-half hour) and facilities for the Union to provide orientation information regarding the obligations and benefits of Union membership. In addition, the Company shall include a one page document, as submitted by the Union, in the package of information provided to employees hired into classifications represented by the Union summarizing the benefits of Union membership. Such document shall not include matter derogatory to the Company or its customers. ~~(Amended 6/4/03 XX/XX/26)~~

TITLE 7. HOURS

7.1 WORKWEEK AND BASIC WORKWEEK

A workweek is defined to consist of **a set period of** seven consecutive calendar days **beginning at the same day and tie each workweek**, and a basic work **schedule** is defined to consist of five workdays of eight hours each. The days in the basic work **schedule** shall be known as workdays, and other days in the workweek shall be known as non workdays. Employees may be scheduled to work more or less than five days per week or for more or less than eight hours per day; but in any such event, the basic workweek shall continue to be as herein defined. Since the work hours of Exempt employees may vary on any given day, it is expected that they may be required to work more than eight hours on a workday or to work on a non-workday **as occasion demands**. (Amended ~~1/1/12~~ **XX/XX/26**)

7.4 HOURS CHANGES

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

(b) **Temporary Hours Change - Individual:** At the request of an individual employee and with *their* supervisor's permission, the regular work hours of an employee may be temporarily advanced or delayed without requiring the Company to pay overtime compensation. Changes made under this Subsection shall not result in an increase or a reduction of hours worked on any given day. (Added 1/1/83)

(c) The regular hours of work of an employee(s) may be temporarily advanced or delayed at the request of a majority of the employees reporting to the same supervisor, if in the supervisor's discretion such requested change will not interfere with operational requirements. The granting of such a change will not result in an increase or reduction of hours worked on a workday or workweek, or require the payment of overtime compensation. (Added 1/1/83)

(d) **Temporary Hours Change - Land:** At the discretion of the Company, General Office Land Department Field employees may be scheduled to work (1) an eight hour workday for 10 consecutive workdays or (2) a 10 hour workday for eight consecutive workdays or (3) a modified 10 hour workday, four day workweek between the last week in May and the first week in October for field employees on selected assignments. (Added 1/1/83)

(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 P. (Amended 1/1/12))

(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~~ **24-14-ESC** attached hereto as Exhibit P. (~~Amended 1/1/12~~), (**Amended XX/XX/26**)

Alternative work schedules for Telecom Engineering, Power Generation/Hydro, Distribution Outage Coordinators, **Nuclear Project Managers** Nuclear Engineering and Nuclear Professional classifications may be cancelled by the Company with 60 days advance notice. In addition, the alternative work schedule of an individual employee in these classifications may be cancelled by management. (**Amended XX/XX/26**)

~~7.9 TELECOMMUTING AND REMOTE ACCESS FOR MONTHLY EMPLOYEES~~

~~The following provisions apply to Monthly employees:~~

~~Telecommuting is identified as on-going performance of job responsibilities from a remote location. This option requires a work schedule be agreed upon between the employee and supervisor. Company will notify and send signed copies of any agreed to telecommuting agreements to the Union. Either party may cancel the telecommuting arrangements. The Telecommuting Guidelines will be consistently applied.~~

~~Remote Access is identified as occasional remote access to the Company's computer system for job related purposes such as reading and responding to e-mail messages. Time worked via remote access or telecommuting must be approved in advance by an employee's supervisor to be paid. (Added 4/1/2012)-(Deleted XX/XX/26)~~

TITLE 8. HOLIDAYS

8.2 FLOATING HOLIDAY

(a) An employee may select any day except another holiday or a nonworkday as a floating holiday, either during the vacation sign-up provided for in Section 9.12 or during the year. Except in emergencies, employees shall make a good faith effort to notify their supervisor at least 24 hours in advance for all floating holidays that are not scheduled in accordance with Section 9.12. A supervisor may, however, limit the number of employees in a classification at a headquarters who may be off on a floating holiday on a given day. If more employees elect a specified day as a floating holiday than can be permitted to be off on that day, the preference will be given in order of Service to employees who sign up during the annual vacation sign-up. Under no circumstances may an employee with greater Service "bump" an employee who has signed-up for a given floating holiday earlier in the year. (Amended 1/1/83)

(b) Employees are strongly encouraged to schedule and take Floating Holidays during the calendar year in which they are granted. However, any unused Floating Holiday hours as of December 31 of each year will be converted to vacation hours and **added to the earned vacation bank of an employee in February of the next year, which may result in an employee's earned vacation bank exceeding the two years allowance cap.** ~~will be deferred pursuant to Section 9.10(a).~~ (Added 6/1/03) (Amended XX/XX/26)

NOTE: See Exhibit P for treatment of holidays for employees on alternate work schedules (AWS). (Added 1/1/2012)

8.5 WORK ON A HOLIDAY

a) Notwithstanding Section 8.1, a regular employee on a weekly pay rate may be required to work on a holiday which falls on a workday in their basic work ~~week~~**schedule**, in which event they shall, in addition to their holiday pay, be compensated therefore at one and one-half times the straight rate as provided in Subsections 17.2(d) and 17.3. (Amended 1/1/88, 1/1/12) (Amended XX/XX/26)

b) **Notwithstanding Section 8.1, if a monthly employee works on a holiday which falls on a workday in their basic work schedule, they shall, in addition to their holiday pay, be compensated as provided for in Title 17.11.** (Amended XX/XX/26)

TITLE 9. VACATIONS

9.1 DEFINITIONS

ELIGIBILITY

- (a) The provisions of this Title apply only to Regular Employees.
- (b) A Regular Employee is an employee who has fulfilled the applicable requirements of Section 13.5 of this Agreement.
- (c) Earned Vacation Allowance is the number of paid vacation hours which an employee has earned **may accrue** in the a calendar year. The number of paid vacation hours will be determined by the straight-time hours worked in the calendar year and years of employment. An employee may not ~~have accrue~~ more vacation hours than twice their annual accrual rate in their vacation **allowance provided in Section 9.2.** ~~account as of December 31. Excess vacation hours will be paid annually by the end of February beginning in February 2010, based on excess vacation as of December 31 of the prior year and will be paid at the current rate of pay. (Amended 1/1/74, 4/1/09, XX/XX/26)~~

1. ***From January 1, 2026 to December 31, 2027, employees will accrue vacation in accordance with the schedule outlined in Title 9.2(c) even if that accrual exceeds the maximum number of paid vacation hours allowed above (twice their annual accrual rate). Effective January 1, 2028, employees may no longer accrue vacation in excess of the maximum allowed accrual rate and will be subject to twice their annual rate accrual limit. For 2027, excess vacation hours exceeding the maximum accrual rate, will be paid by the end of February 2028 based on the excess vacation as of December 31, 2027. (Added XX/XX/26)***
2. ***The earned vacation allowance is based on the employee's length of service with PG&E. (Added XX/XX/26)***
3. ***In general, upon hire, an employee is eligible to accrue vacation per calendar year. Regardless of the month hired, an employee will begin accruing vacation at the time of hire. Vacation hours are accrued per section 9.2. The vacation accrued in a pay period is calculated by multiplying the employee's paid straight time hours by the appropriate vacation accrual rate based on the employee's length of service. (Added XX/XX/26)***
4. ***Accrued vacation hours are shown as whole hours on each pay statement. If an employee accrues a fractional hour in a pay period, then the fractional hour carries over to the next pay period (unless they have reached the max accrual) until one hour is accrued and reflected on the employee's pay statement. (Added XX/XX/26)***
5. ***Straight time includes but is not limited to the statuses listed below:***
 - ***Vacation***
 - ***Sick and family leave***
 - ***Paid holidays***
 - ***Training***
 - ***Jury/witness duty***
 - ***Bereavement leave***

- *Floating Holiday*
- *Rest periods*
- *Time off with permission with pay (paid admin leave)*
- *Time off with permission without pay*
- *Workers Compensation*

(Added XX/XX/26)

6. *The maximum allowed accrued vacation (accrual cap) is equal to twice the annual accrual rate for an employee. It is the employee's responsibility to monitor, request and use vacation to avoid reaching the accrual cap. Beginning January 1, 2028, employees may request vacation to avoid exceeding their accrual cap by following one of the two options below. This Section does not replace the Vacation Scheduling process delineated in Section 9.12. Company will make vacation accrual information available to employees electronically (i.e., currently PGE@Work for Me) and will send email notifications at the end of each quarter which will include the employee's current vacation accrual balance. (Added XX/XX/26)*
- a. *Submit a written request for vacation to the Company at least 60 days prior to reaching the accrual cap. Absent operational needs, the Company will accommodate employee preferences for vacation requests. If the Company denies the employee's requested vacation dates, and the employee and Company cannot agree on alternative vacation dates within the 60-day period requested by the employee, the Company will pay the employee the amount of vacation requested, not to exceed 80 hours. Any approved vacation payout will be paid at the current rate of pay when the vacation request was not approved. An employee may only receive the option provided in this paragraph once every twelve (12) months from the last date the employee's vacation was approved, per this paragraph, or paid out, whichever is later. (Added XX/XX/26)*
 - b. *Employees who do not make a 60-day written request, are granted their vacation request per 6(a) above in the prior twelve (12) month period, or received a vacation payout per 6(a) above in the prior twelve (12) month period, may still request vacation to avoid the accrual cap. Absent operational needs, the Company will accommodate employee preferences for vacation request. If the Company denies the employee's requested vacation dates and the employee and Company cannot agree on alternative vacation dates, the employee will not be eligible for a payout option and will cease accruing vacation hours once the accrual cap is reached. The employee may continue to request vacation and will resume accruing vacation once their vacation balance drops below the accrual cap.*
 - c. *If an employee is within 80 hours of the accrual cap, has approved vacation scheduled that is impacted by vacation cancelled at the request of the company or an unplanned event covered by Title 12.2 (a)(b)(c), 12.5, 12.6, 12.7, or 9.9 (b) (1) or (2), the Company will pay out the scheduled vacation hours impacted by the unplanned event not to exceed 80 hours. (Added XX/XX/26)*
 - d. *Notes regarding the Vacation Accrual Cap: Floating Holiday conversions at*

the beginning of the year (Section 8.2) may temporarily cause an employee's balance to exceed the accrual cap. In this circumstance, the overall cap will increase only by the number of floating holiday hours credited to the employee's vacation balance. The employee will not accrue additional vacation hours until their balance falls back below the accrual cap. (Added XX/XX/26)

- **Holiday in-lieu hours (Section 8.3) and Vacation Bonus hours (Section 9.3) are not included in an employee's vacation balance and therefore do not affect the vacation accrual cap. (Added XX/XX/26)**
- **Employees must use any Holiday-In-Lieu hours (Section 8.3) or Vacation Bonus hours (Section 9.3) before utilizing Vacation hours. (Added XX/XX/26)**

9.2 VACATION ALLOWANCE

(a) Employees in their first year of Service, accrue vacation on paid straight time hours at the rate of ~~80 hours per year, beginning January 1, 2017 this will be 120 hours per year,~~ **prorated based on date of hire.** A regular employee shall be entitled to take vacation with pay accrued in accordance with the table in Subsection 9.2(c). (Amended 4/1/91, 4/1/09, 1/1/17, 3/1/23, **XX/XX/26**)

(b) (Deleted 3/1/23)

(c) ~~Beginning January 1, 2017,~~ **In the subsequent calendar years,** a regular employee shall be entitled to **accrue** vacation with pay in accordance with the following table: (**Amended XX/XX/26**)

Service Anniversary Year Calendar Years Following Date of Employment	Number of Vacation Days (Hours) earned Hours With Pay
0-8 years	15 days/ 120 hours
9-18 years	20 days/ 160 hours
19-28 years	25 days/ 200 hours
29 and greater or more years	30 days/ 240 hours

(Amended XX/XX/26)

(d) Employees on a Short Term Disability Leave (STD), Paid Family Leave (PFL), shall accrue vacation on the first 480 hours of time missed from work in the calendar year from the first day the employee is absent from work (this accrual period does not restart by moving between STD, PFL or crossing into the next calendar year). Accrual shall not resume until the employee returns to work. **An employee may nevertheless, at their option, take time-off equivalent to their full vacation allowance in the calendar year, but if the employee does not have sufficient accrued vacation, the equivalent time taken will be unpaid approved time off.** ~~In the case of an absence caused on an on-the-job "industrial" injury where the employee receives Workers Compensation, employees shall accrue on the first 880 hours instead of 480 hours of time missed in a calendar year. Section 9.5 will continue to apply to all other leaves of absence and such~~

absences under this provision or Section 9.5 will run concurrently. ~~(Added 1/1/17)~~ **(Amended XX/XX/26)**

(e) (Deleted 1/1/91)

(f) (Deleted 1/1/91)

(g) (Deleted 1/1/23)

9.3 SERVICE ANNIVERSARY VACATION - BONUS VACATION

(a) In the twenty-fifth calendar year following their employment date and in each fifth calendar year thereafter, the Company shall grant each employee a Service anniversary vacation of five workdays. A Service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 9.2 above to which the employee may be otherwise entitled in that calendar year, and they acquire no right as to all or any part of the Service anniversary vacation unless they work in the calendar year in which it is granted. The Service anniversary vacation, as herein provided, vests on the first day of each calendar year in which an employee qualifies for a Service anniversary vacation. The provisions of this Section shall not apply to part-time or intermittent employees. (Amended 1/1/80, 1/1/11, 1/1/17)

(b) (Deleted 1/1/17)

9.4 PART-TIME AND INTERMITTENT REGULAR EMPLOYEES

A regular part-time or intermittent employee shall earn an annual vacation allowance as determined in the foregoing Section 9.2, but such allowance will be based on the ratio of the total straight-time hours worked by them in a year to 2,080 hours. (Amended 1/1/91, 1/1/17)

9.5 VACATION AND LEAVE OF ABSENCE ~~FORFEITURE OF VACATION~~ (Amended XX/XX/26)

(a) An employee who is absent for 240 cumulative hours or more in any calendar year by reason of leave of absence or layoff without pay for any reason, **except as provided in Title 9.2**, or for 880 hours or more in any calendar year by reason of industrial disability, shall cease accruing vacation until the employee returns to work. An employee may, **nevertheless**, at their option, take **time-off equivalent to their** the full vacation **allowance in the calendar year, but if the employee does not have sufficient accrued vacation, the equivalent time taken will be unpaid approved time off.** ~~to which the employee would be otherwise entitled, in which event, they shall receive no vacation pay for the number of hours of vacation they have forfeited as herein determined.~~ (Amended 4/1/83, 1/1/88, 1/1/91, 1/1/09, **XX/XX/26**)

(b) If any absence is for less than 240 cumulative hours in duration because of leave of absence or layoff without pay for any reason, or is for less than 880 hours in duration because of industrial disability, an employee shall be entitled to a full vacation as provided for in Section 9.2. (Amended 1/1/91, 1/1/09)

(c) An employee who has qualified for a vacation and who is laid off for lack of work shall be paid a vacation allowance under the provisions of Section 9.6. Thereafter, if the employee returns to work and Service is not deemed to be broken under the provisions of Title 13, vacation shall be computed on the basis of Subsection 9.2(b). (Amended 1/1/74, 1/1/09)

(d) The provisions of this Section do not apply to part-time employees. (Added 1/1/84)

9.6 TERMINATION OF EMPLOYMENT

(a) Any employee who terminates Service with the Company for any reason shall be paid for all accrued vacation at the employee's most current rate of pay. (Amended 7/1/72, 9/1/74, 1/1/09)

9.7 HOLIDAYS DURING VACATION

If any of the holidays enumerated in Title 8 occurs during an employee's vacation, it shall not be counted as one day of vacation. The employee shall receive pay for the holiday as such. If a holiday occurs on a non-workday in conjunction with an employee's vacation, the provisions of Title 8 shall be applicable. (Amended 1/1/84)

9.8 PAY COMPUTATION

(a) Except as otherwise provided in Subsection 9.8(c), vacation pay shall be computed at the straight rate of pay applicable to the employee's regular classification as to the time their vacation is taken. (Amended 1/1/88)

(b) The vacation pay of an employee who works in other than their regular classification on a daily time transmittal basis shall be based on the rate of pay of such employee's regular classification. (Amended 1/1/80)

(c) The vacation pay of an employee who is temporarily upgraded at the time their vacation begins on other than a daily time transmittal basis shall be based on the rate of pay of the classification to which they are temporarily upgraded. In no case, however, shall such upgraded rate of pay apply beyond the expiration date of the temporary upgrade. (Added 1/1/80)

9.9 SICK LEAVE

(a) The Company shall not require an employee to take their vacation in lieu of incidental sick pay or capped sick leave. (Amended 1/1/17)

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

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

(2) their doctor has ordered *them* to remain in bed for two or more such days. (Added 1/1/74)

9.10 DEFERRED VACATION

(a) (Deleted 1/1/09)

(b) **Exclusive of 9.1(c):** If an employee foregoes any part of their vacation, the Company shall pay them for the time worked and, in addition, shall pay them vacation pay allowance, provided, however, that in no event shall an employee be permitted at their option to forgo their vacation for the purpose of receiving their vacation pay allowance in addition to pay for time worked. Time worked in lieu of time off for vacation shall not be considered overtime as such but shall be compensated at the rates of pay applicable to the work performed. (Amended XX/XX/26)

9.11 ~~STARTING DAY TIME OFF EXCEPTIONS~~

~~(a) In general, vacation shall be scheduled in weekly increments to commence on Monday, except for an employee whose basic workweek starts on a day of the week other than Monday where the vacation shall commence with the starting day of the employee's basic workweek. (Deleted XX/XX/26)~~

(a) By prior arrangement with the employee's supervisor, an employee shall be allowed vacation in increments of one day or more on any day of the week, except where prohibited by operational needs or where the payment of overtime to another employee would be required. (Added 1/1/83)

(b) Vacation days may be pre-scheduled in one-half day increments where such increment, in the reasonable judgment of the employee's supervisor, will not interfere with the work in progress and will not require another employee to work overtime. (Added 1/1/83, Amended 5/8/15)

(c) Vacation requests for less than a half day increment submitted to the Company by an employee before the end of the previous regularly scheduled workday may be approved at the sole discretion of the Company. (Added 5/8/15)

~~(d) Pursuant to Letter Agreement R2-13-08, at At Company's discretion, management may grant employees one occasion of up to four hours of paid time off per calendar year for the purpose of religious observance. Requests for religious observance time off must be made at least five days in advance. Such requests will be approved unless there are overriding operational needs. (Added 5/27/14)~~ **Employees may also request Time off with Permission without Pay in conjunction with the paid religious observance time off. (Amended XX/XX/26)**

(e) **Unanticipated vacation does not normally apply to religious observance time off. However, there may be instances where unanticipated vacation may be appropriate based on individual circumstances arise. In those instances, each situation will be assessed based on the individual circumstances. (Added XX/XX/26)**

(f) **At the request of an individual employee and with their supervisor's permission, employees may take time off with permission without pay, provided that adequate arrangements can be made to take care of the employee's duties, without undue interference to the operation of the company, up to 40 hours per calendar year. (Added XX/XX/26)**

(g) **Employees may request additional reasonable accommodation for religious observance, including time off with permission without pay, outside this process. (Added XX/XX/26)**

9.12 SCHEDULING

(a) In general, vacation shall be scheduled in weekly increments to commence on Monday, except for an employee whose basic workweek starts on a day of the week other than Monday where the vacation shall commence with the starting day of the employee's basic workweek. (Added XX/XX/26)

(b) An employee desiring to use vacation during the months of January, February, and March shall indicate their choice of vacation periods by December 15 of the preceding year. The

Company shall post on appropriate bulletin boards in each headquarters a special sign-up schedule for this purpose.

Not later than March 5 of each year, there shall be another vacation schedule sign-up in each department in each headquarters where employees shall designate their choice of vacation periods for the months of April to December for that year. Such schedule shall be posted no later than March 15 on the appropriate headquarters' bulletin boards. ~~(Amended 7/1/72)~~ **(Amended XX/XX/26)**

(c) The Company shall ~~allow schedule~~ **scheduling of** vacations throughout the calendar year. ~~The Company and~~ shall prepare the annual vacation schedule on the basis of the sign-up giving effect where possible to the selection of employees in order of their Service **and any additional vacation scheduled throughout the calendar year.** ~~(Amended 7/1/72, 1/1/74)~~ **(Amended XX/XX/26)**

(d) To prevent undue interference with the proper and economic rendition of Service to the public, the Company may designate the number of employees at a headquarters, the number of employees within a classification at a headquarters or within a Division or the number of employees within a combined group of classifications at a headquarters or within a Division which may be on vacation at one time. In such event, there shall be a separate sign-up schedule for each such group and a vacation schedule shall be prepared for each group giving effect, where possible, to the selection of employees in order of their Service within the group designated. (Amended 1/1/74)

(e) If an employee elects to divide their annual vacation into two or more periods of a sign-up schedule and it is possible for the Company to give effect thereto, such employee shall be given preferential consideration over other employees in their selection of only one of such periods until all other employees within the groups have indicated their first choice of a vacation period. Where more than one employee in a headquarters or group desires to divide their vacation into two or more periods on a sign-up schedule, there shall be subsequent sign-ups as required for selection of open periods not filled by the previous sign-up. Sign-ups for additional periods shall be conducted in the same manner with the employee with the most Service having their choice of vacation periods not yet selected. (Amended 1/1/74)

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

9.13 ERROR

If an employee is misinformed as to their vacation allowance, they will not be required to reimburse the Company for any excess day(s) taken if such employee pointed out the error to their supervisor in writing. In those cases where an employee has not pointed out the error to their supervisor in writing beforehand, the employee may elect to (a) reimburse the Company for the wages paid for the excess day(s) or (b) have such excess day(s) deducted from their next year's vacation entitlement. (Amended 1/1/80)

9.14 UNANTICIPATED VACATION

(a) Any combination of vacation hours, up to 24 per year, may be taken in increments of one hour or more, not to exceed six (6) consecutive hours, at an employee's option. This provision applies to vacation requests submitted by an employee after the conclusion of the regularly scheduled work day immediately preceding the request. (Amended 1/1/94, 1/1/09, 5/8/15)

(b) Unanticipated vacation normally does not apply to religious observance time off (religious observance is planned time off). However, there may be instances where unanticipated vacation may be appropriate based on individual circumstances, which arise where a need to take an unanticipated vacation may arise. In those instances, each situation will be assessed based on the individual circumstances. (Added XX/XX/26)

(c) Unanticipated vacation requirements only apply to non-exempt hourly employees. (Added XX/XX/26)

9.15 VOLUNTARY VACATION TRANSFER

Subject to local written agreement between the Union and the Company, employees may voluntarily sell vacation and transfer proceeds to: ~~By local agreement between the Company and the Union, employees may voluntarily sell vacation and transfer the proceeds to an employee experiencing a medical emergency, (including a medical condition of a family member), who has insufficient leave available to cover their absence from work. (Added 1/1/01)~~

(a) An employee experiencing a medical emergency (including a medical condition of a family member), who has insufficient leave available to cover their absence from work;

(b) An employee who is experiencing a financial hardship due to a medical emergency or death of the employee or member of the employee's family, even though the employee may have paid leave available.

(c) An employee's estate upon the employee's death, or to an employee upon the death of their spouse, registered domestic partner or child for the purpose of relieving personal financial difficulties experienced as a result of the death. (Added XX/XX/26)

9.16 HOURLY INCREMENTS

Monthly employees shall not be charged vacation leave for increments used of less than four (4) hours. (Added 1/1/12)

TITLE 10. EXPENSES

REGIONS AND GENERAL OFFICE

10.1 (a) Temporary Assignments: When employees are assigned to temporary work at such distance from their established headquarters that it is impracticable for them to return thereto or to their regular place of abode, they shall be reimbursed for the personal expenses they incur for board, lodging, and transportation in connection therewith, provided they board and lodge at places to be designated by the Company. If the Company does not designate board and lodging places for such employees, it shall reimburse them for reasonable expenses for board and lodging incurred in such assignments. Other incidental items of expense approved in advance of the assignment shall also be allowed. The Company will give the employee as much advance notice of such an assignment as is reasonable and practical under the circumstances necessitating the temporary work assignment. (Amended 1/1/77, 1/1/80)

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

(c) Use Of Personal Vehicle: If it becomes necessary for an employee to perform temporary work away from *their* headquarters, the Company shall provide transportation or shall reimburse *them* for the cost of using public transportation, provided, however, that if solely for the Company's convenience an employee is authorized to use *their* personal vehicle, the Company shall reimburse *them* therefore on the basis of the maximum nontaxable vehicle mileage allowance allowed by the IRS ~~except that an employee covered under Utility Standard Practice No. 12 (DDA) will receive reimbursement as provided therein. However, the application of the (DDA) shall not be reduced without agreement with the Union.~~ (Amended 6/1/03)

Note: DDA – “Department Director Authorization” and replaces the former “Division Manager Authorization” (DMA). (Amended X/XX/XX)

ESC represented employees may use their personal vehicle to attend training at other than their regular headquarters or for company business between headquarters, provided that such vehicles comply with all company policies, are presentable, and in safe working condition. The Company will not pay for damage or insurance deductibles on employees' personal vehicle if damaged while on company business. Employees (unless other agreements specific to a classification specify otherwise) must use a company vehicle when fielding jobs and/or meeting customers at their homes or in the field. (Added 1/1/2012)

(d) Use of Procurement Cards: *Procurement cards are primarily used for the purchase of materials and overtime meals. Employees in selected classifications throughout the Company issued procurement cards for their use in making necessary purchases will be required to maintain the receipts for their purchases and submit them at the end of each billing cycle (currently a monthly cycle, ending on the 18th of every month), excluding those overtime meals covered under Section 16.6. Employees who are issued procurement cards will be required to sign the agreed-to cardholder's application form. (LOA 95-24) (Added XX/XX/26)*

10.4 TELEPHONE EXPENSES

~~Whenever the Company requires an employee to install and maintain a telephone in *their* home, the expense thereof shall be borne by the Company. (Deleted X/XX/XX)~~

10.5 GENERAL CONSTRUCTION

The provisions of Subsections 10.1(b) and 10.1(c) shall apply to General Construction employees, and the provisions of Section 10.6 through Section 10.18 shall apply to probationary and regular field employees of General Construction, and Section 10.19 shall apply to employees of the General Construction Service Center at Davis. (Amended 1/1/80)

10.6 GENERAL CONSTRUCTION: FIELD EMPLOYEES (Amended XX/XX/26)

Employees who are transferred from a present headquarters to one at a new location or who are reemployed at a new location within 30 continuous months after layoff for lack of work at a previous location shall be allowed expenses as provided for in Section 10.9. Transfer to a new location or reemployment at a new location shall mean one of the following: (Amended 1/1/94)

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

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

(c) a change due to a job award under the provisions of Title 21 and/or Exhibit K will not result in the payment of per diem and will require a 50-mile move from the new headquarters to qualify the employee for per diem. (Amended 1/1/80, 1/1/09)

10.7 GENERAL CONSTRUCTION: EXPENSE ALLOWANCES (Amended XX/XX/26)

(a) Expense allowances provided for in Sections 10.9 and 10.14 shall be paid or board and lodging provided for in Section 10.10 shall be allowed, to an employee only when the job headquarters or point of assembly to which the employee has been transferred or reemployed is outside the boundary of the employee's Residence Area, except as provided in Subsection 10.9(b). (Amended 1/1/84)

(b) All road mile measurements for the purpose of establishing Residence and per diem expenses shall be determined by measuring distances on electronic road maps acceptable to the Company and the Union. However, when it is not possible to obtain such map measurements, a field check to the nearest measurable point shall be made. Routes selected for road mile measurement shall be accessible by automobile. Accessible by automobile is defined as a route that is (1) reasonable and practical, (2) regularly maintained in reasonable repair, and (3) is safely traversable in a standard two wheel drive passenger car. (Amended 1/1/88, 1/1/09)

(c) An employee's residence and hiring location must be an address in California, and must be included in the Company's service territory. (Amended 1/1/80, 1/1/09)

10.8 GENERAL CONSTRUCTION: RESIDENCE (Amended XX/XX/26)

RESIDENCE AREA DEFINITION

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

(a) An employee's Residence is defined as the principal place of abode in the

Company system in which the employee normally resides (1) on a regular basis and from which the employee

commutes daily or weekly to work locations or (2) one which the employee has a financial responsibility to maintain and to which the employee returns to live on most weekends while on work assignments at more distant job locations. An employee establishes a Residence by filing a Residence Certificate. (Amended 1/1/00, 1/1/09)

(b) An employee's Residence Area is defined as a zone extending 25 road miles from the employee's Residence. (Amended 1/1/84, 1/1/09)

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

(c) Per Diem Eligibility:

(1) An employee who, is newly hired, rehired more than 30 continuous months after layoff due to lack of work, or rehired after any other type of termination must designate a Residence as defined in Subsection 10.8(a). However, this employee shall not be eligible for per diem expenses as provided in Subsection 10.9(a) until the employee is transferred to a job location more than 50 road miles from their city or town in which the employee was hired or rehired. If the hiring or rehiring location is not established within the limits of a city or town, the 50 road miles will be measured from the city hall of the nearest city or town. If there is no city hall in the aforementioned city or town, the 50 road miles will be measured from the point of assembly. (Amended 1/1/94, 1/1/09)

(2) An employee who, is newly hired, rehired more than 30 continuous months after layoff due to lack of work or rehired after any other type of termination must designate a Residence as defined in Subsection 10.9(a) or (d). An employee transfers or pre-bids under Exhibit K shall not be eligible for per diem expenses as provided in Subsection 10.9(a) until the employee is transferred under the provisions of this Title. (Amended 1/1/00, 1/1/09)

(a) to a location more than 50 road miles from the Reporting Location in which the employee was hired or rehired so long as the employee continues to report to a job headquarters. (Amended 1/1/94, 1/1/09)

(b) (Deleted 1/1/09)

(c) such employees shall not become eligible for per diem as a result of an exchange or rotation pursuant to Subsection 10.18(b) provided that the next transfer returns the employee to the original hiring area (as defined above), except that while the employee is working within a commuting distance (as defined in Subsection 10.18(b) of *their* Residence Area, the employee may receive per diem as provided in Subsection 10.9(a). (Amended 1/1/88, 1/1/09)

(d) The Per Diem Geographic Areas referenced in this Section are those contained in Exhibit G of this Agreement or as amended from time to time by agreement of Company and Union. (Added 1/1/94)

(d) **Change of Residence:**

(1) An employee may change their Residence as defined in Subsection 10.8(a)

at any time; however, the employee may have only one Residence at a time. An employee who changes *their* Residence under this Subsection must file a new Residence Certificate immediately. The new Residence Certificate will become effective on the date of the change of Residence. (Amended 1/1/00, 1/1/09)

(2) Since the payment of per diem expenses is based upon the location of the employee's Residence, the employee is vouching that *their* Residence Certificate does, in fact, identify a Residence (as defined in Subsection 10.8(a) and not temporary living accommodations. Any employee who knowingly falsifies or delays filing such a Residence Certificate shall be required to reimburse the Company for any overpayment of per diem and shall be subject to disciplinary action, including discharge. (Amended 1/1/00, 1/1/09)

10.9 GENERAL CONSTRUCTION: PER DIEM

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

(a) Each scheduled day an employee works in the basic workweek or is prevented from performing such scheduled work by inclement weather conditions covered in Title 19; each day an employee reports for prearranged or emergency work on a non-workday; holidays which fall on a workday in the basic workweek, provided such an employee works on the adjacent workday or such day is also observed as a holiday pursuant to the provisions of Title 8; each non-workday during which an employee is required to take more than four hours of travel time under the provisions of Section 10.6.

<u>Zone</u>	<u>Road Miles from the [City Hall or Principal Intersection of] Employee's Residence to the Reporting Location</u>	<u>Amount of Per Diem</u>
1	More than 25 but 45 or less	\$11.00 \$30.00
2	More than 45 but 65 or less	\$20.00 \$50.00
3	More than 65	\$30.00 \$75.00

Employees in Zone 3 have a choice. They can elect to commute and receive Zone 3 per diem or choose to stay overnight and receive Zone 3 per diem plus full reimbursement for lodging or use the normal method of payment as established by Company (e.g. P-Card, Corporate Credit Card, or other method adopted by Company) where payment is made by Company. The employee must indicate on the daily time card which choice *they have* made for that day. (Amended 1/1/83, 1/1/84, 6/1/03, 1/1/09) **(Amended XX/XX/26)**

(b) If a new Residence is established by an employee who is being transferred to, or is presently reporting at, a job headquarters location which is outside the present Residence Area but inside the proposed Residence Area, the employee will be eligible to receive per diem expenses at the per diem rate established for Zone 1 only until the completion of 52 consecutive weeks at *their* current headquarters location (measuring from the date the employee transferred to the current headquarters). If such 52 consecutive week period has elapsed when an employee makes such a Residence change, the employee will not be eligible for per diem expenses until *they are* transferred to a job location outside *their* new Residence Area. (Amended 1/1/80, 1/1/83)

(c) An employee cannot qualify for per diem expense allowances and/or increase *their* per diem by moving *their* Residence further from *their* job headquarters. Such employee's per diem status and/or rate of per diem shall remain unchanged until next following transfer. (Added 1/1/84)

(d) The continuity of the consecutive workweek periods referred to in Subsection (b) shall not be broken by the special assignment of an employee under Section 10.14, but such workweek periods shall be extended by a period of time equal to the period of time of such a special assignment.

(e) When an employee who maintains a temporary Residence while on a job that is outside *their* Residence Area or the employee who is receiving expenses under Subsection 10.9(b) is unable to work due to illness, *they* shall be allowed per diem expenses for up to five workdays during any single period of illness. Employees who have temporary Residences will qualify for this allowance by providing evidence that this Residence was maintained during the period of illness. (Amended 1/1/80)

(f) The Supervisor in charge may authorize lodging to seven days a week based on reasonable costs. (Added 1/1/09)

10.10 GENERAL CONSTRUCTION: COMPANY PROVIDED FACILITIES (Amended XX/XX/26)

Employees may elect to use Company-provided camp and boarding facilities in lieu of providing their own board and lodging pursuant to Section 10.9 or Subsection 10.14(b) or 10.14(c). In which case, the Company shall provide such employees board and lodging for the duration of the periods they work at locations where board and lodging facilities are made available. Such camp and boardinghouse facilities shall be of reasonable quality. (Amended 1/1/84)

10.11 GENERAL CONSTRUCTION: MOVING EXPENSES (Amended XX/XX/26)

When an employee is moved from one camp to another on a single project, the Company shall reimburse *them* for traveling expenses and for other expenses incurred therein in transporting *their* household goods.

(Added 8/1/63, Amended 1/1/91)

10.12 GENERAL CONSTRUCTION: IN LIEU OF PER DIEM (Amended XX/XX/26)

An employee may receive expense allowance under Section 10.9 or 10.14, or the employee may elect to use the Company-provided board and lodging referred to in Section 10.10. However, the employee will not be allowed to receive benefits under more than one section at the same time. (Amended 1/1/84)

10.13 GENERAL CONSTRUCTION: PROJECTS (Amended XX/XX/26)

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

10.14 GENERAL CONSTRUCTION: SPECIAL ASSIGNMENT (Amended XX/XX/26)

When the Manager in charge orders that the employee be temporarily detached from the employee's established headquarters and assigned to a temporary, emergency, or special job at another location outside the employee's Residence Area, with the expectation that *they* shall return

to such headquarters within a 30 day period, or orders that an employee be sent on a special temporary assignment to a location outside the employee's Residence Area while enroute between jobs, the employee shall be eligible to elect either option (a) or (b) below. (Amended 1/1/84)

(a) Such employee shall be reimbursed for actual board and lodging expenses incurred herein for a period not to exceed 30 consecutive days. Reimbursement for actual expenses shall be made after the employee submits an Expense Account accompanied by receipts for lodging and receipts for any meals. All expenses are expected to be reasonable and appropriate for the geographical location in which the temporary assignment is located. If such temporary, emergency, or special job location is at a headquarters or point of assembly at which Company-provided board and lodging are available, the employee shall not be eligible to select the provisions of this option (a) but shall be eligible to select the provisions of option (b) below. If an employee's temporary, emergency, or special job assignment continues beyond 30 consecutive days, it shall not thereafter retain its temporary character but shall be deemed to be a transfer to a new headquarters. In which event, the employee shall be entitled to a per diem allowance under the provisions of Section 10.9. (Amended 1/1/88, 1-1-09)

(b) While on special temporary assignment at one location, an employee may elect to receive, for the period on special assignment, a per diem allowance equal to the amount such employee is eligible to receive under Subsection 10.9(a) in lieu of reimbursement for actual expenses provided for in this Section for (1) each scheduled day *they work* in *their* basic workweek or *are* prevented from performing such scheduled work during inclement weather conditions covered in Title 19, (2) each day they report for work on a non-workday, and (3) holidays which fall on a workday in *their* basic workweek, provided that the employee works on an adjacent workday or such day is also observed as a "holiday" pursuant to the provisions of Title 8.

(c) Notwithstanding any of the foregoing, a series of short assignments (30 days or less each) shall be considered a special temporary assignment for the duration of such series of assignments. In no event shall the employee be paid expenses at two locations concurrently. Such series of assignments will not constitute changes in headquarters for the purposes of Section 10.6. (Amended 1/1/84)

(d) Any continuous period of attendance at a Company training class which has been agreed to between the Company and the Union shall be considered a special temporary assignment for the duration of such assignment and shall qualify for expenses as provided in Subsections 10.14(a) and 10.14(b) above except, however, while on such training assignment an employee whose Residence is more than 50 road miles away from such training facility may be required to utilize board and lodging which is provided by the Company, in lieu of receiving per diem or full expenses. An employee whose Residence is located between 25 and 50 miles of the training facility may elect to utilize the Company provided board and lodging or a per diem expense allowance as provided for in Subsection (b) above. Such board and lodging shall be of reasonable quality. Such assignment will not constitute a change in headquarters for the purposes of Section 10.6. Travel to such classes shall be as provided in Section 10.16 (Amended 1/1/88)

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

10.15 GENERAL CONSTRUCTION: ILLNESS WHILE IN CAMP (Amended XX/XX/26)

Notwithstanding the foregoing Sections of this Title, an employee shall not be entitled to an expense allowance for any day *they are* absent from duty by reasons of illness or other personal reason except as provided for in Subsection 10.9(e). Camp and boardinghouse facilities shall,

however, be available at no cost for not more than five days during a period of illness of an employee who has elected to receive board and lodging under Section 10.10. (Amended 1/1/84)

10.16 GENERAL CONSTRUCTION: TRAVEL ALLOWANCE (Amended XX/XX/26)

(a) When an employee is transferred to a new job headquarters or point of assembly, *they* shall be compensated for either (1) the actual time *they* spend traveling from *their* former job headquarters or point of assembly, exclusive of stopovers or (2) one hour for each 45 miles or portion thereof traveled, whichever is greater. (Amended 1/1/84)

(b) Where possible, all travel time pursuant to this Section 10.16 shall be taken during regular work hours on a workday and shall be compensated at the straight rate of pay for the classification the employee will hold at *their* new headquarters or point of assembly except that, if the Company required an employee to travel for more than four hours outside of regular work hours or on a non-workday, the travel time in excess of four hours shall be paid at one and one-half times the straight rate of pay for the classification the employee will hold at *their* new headquarters or point of assembly. (Amended 1/1/84)

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

(d) The foregoing provisions of this section do not apply if the employee is transferred from one headquarters or point of assembly to another headquarters or point of assembly and

- (1) both locations are 25 miles or less from each other, and
- (2) both locations are within 60 miles of the employee's Residence Area, and
- (3) if the employee normally commutes from home to both locations.

Note: Exception, if more than one such transfer is made in a workday, the employee shall receive mileage pursuant to Subsection 10.16(c) and shall be allowed actual travel time during regular work hours.(Subsection Added 1/1/88)

10.18 GENERAL CONSTRUCTION: HARDSHIP TRANSFERS (Amended XX/XX/26)

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

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

employee shall be eligible for per diem pursuant to the provisions of Sections 10.8 and 10.9. (Amended 1/1/88)

(c) **WORK ASSIGNMENT - RESIDENCE CONSIDERATION:** The parties recognize that the work of General Construction may often require working at a job location outside of an employee's Residence Area. The parties also recognize the Company's right to transfer employees at its discretion to perform the work assigned to General Construction. Nevertheless, it is the Company's intent to attempt to place employees as close to their Residence as possible, commensurate with General Construction's work assignments.

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

(2) Further, such intent may take into consideration the rotation, when practical, at reasonable intervals, of those employees in the same or equivalent classifications who possess similar skills, knowledge and abilities who have worked long distances from their Residence Area with those employees who have remained within a reasonable commuting distance (75 road miles or less but not more than one and one-half hours normal travel time) of their Residence Areas for similar period of time. For the purpose of this section "reasonable intervals" is considered to be approximately 6 to 12 months.

(3) Employees who exchange headquarters pursuant to Subsection (1) above shall not be eligible for the travel allowance provided for in Subsection 10.16(a).

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

GENERAL CONSTRUCTION SERVICE CENTERS

10.19 (a) An employee regularly assigned to a General Construction Service Center shall not be subject to transfer to other job locations as are field employees and shall not be entitled to a per diem allowance or other expense allowance while at the Center. If, however, such an employee transfers to the field, the employee shall file a Residence Certificate, as provided in Section 10.8, on or before the date of such transfer. Any per diem expenses due the employee will be based on such Residence Certificate.

(b) When an employee who is regularly assigned to a General Construction Service Center is assigned to a temporary work at such distance from the established headquarters at the Center that it is impracticable to return thereto or to the employee's regular place of abode, actual personal expenses for board and lodging for the duration of such assignment shall be allowed, provided that the employee boards and lodges at places designated by the Company. The time spent by such an employee in traveling to such temporary job at its beginning and from it at its conclusion and any expense incurred therein shall be paid by the Company.

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

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

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

(c) (Deleted 1/1/84)

TITLE 11. SICK LEAVE

11.1 ~~SHORT TERM DISABILITY AND PAID FAMILY LEAVE (Effective 1/1/17)~~

~~Absence from work which is certified for Short Term Disability or Paid Family Leave is considered an approved leave. Pay will be provided by the Short Term Disability or Paid Family Leave plans and Wage Continuation, as described in those agreed upon plans. Employees who are absent from work by reason of disability certified by the Company Administrator shall be entitled to return to their former classification and headquarters that they vacated for up to one year from the date of the first missed workday associated with the absence.~~

~~(Deleted XX/XX/26)~~

11.2 EXISTING SICK LEAVE BANKS (Effective 1/1/17)

(a) All employees shall maintain their existing sick leave banks as of December 31, 2016 ("Capped Sick Leave Banks"). Employees eligible for additional sick leave bonus on January 1, 2017 will have these bonuses added to their capped sick leave banks. These leave banks will be capped after January 1, 2017 with no further accruals. Time in Capped Sick Leave Banks may be used only for an employee's own illness or disability and not for any other purpose.

(b) For an eligible absence, an employee may choose to use time in the Capped Sick Leave Bank or *their* Incidental Sick Pay (described below).

(c) Any use of the Capped Sick Leave Bank that exceeds 7 consecutive calendar days must be supported by medical certification and meet the definition of disabled under the Short Term Disability (STD) and wage continuance program.

(d) For employees eligible to receive Retiree Health Insurance Benefits, 25% of the time remaining in an employee's Capped Sick Leave Bank shall be credited to a Retiree Health Reimbursement Account (RHRA)

(1) The value of the remaining Capped Sick Leave Bank is determined by the employee's basic wage rate on the date of retirement. "Basic Wage Rate" means regular pay on the date of retirement excluding overtime, premium pay, bonuses, upgrades or other pay.

(2) In order to receive this RHRA credit, the employee must be qualified for retiree medical as defined under the Company's Retiree Medical Plan (currently attain age 55 and have a minimum 10 years Credited Service under the PG&E Retirement Plan).

(3) All other employees will receive no credit whatsoever for the Capped Sick Leave Bank upon separating from the Company.

~~(e) An employee's use of Incidental Sick Pay or Capped Sick Leave Bank runs concurrently with and does not extend the maximum period of leave to which the employee may be entitled under **this Agreement or State, Federal or Company leaves.** the California Family Rights Act, California Pregnancy Disability Leave or Federal Family and Medical Leave Act. (Amended XX/XX/26)~~

11.3 INCIDENTAL SICK PAY (Effective 1/1/17)

~~(a) All current employees as of January 1, 2017 shall receive 96 Incidental Sick Pay hours.~~

(a) **All fulltime regular employees shall accrue eight (8) hours of Incidental Sick Time per month to a maximum of 96 hours per year. Employees may use sick leave for the care,**

preventative care, treatment, or diagnosis of, a health condition. The use of sick leave does not constitute an approved Leave of Absence (LOA). (Amended XX/XX/26)

~~(b) — All new employees hired on or after January 1, 2017 and all employees as of that date shall accrue 8 hours of Incidental Sick Pay per month to a maximum of 96 hours per year.~~

(b) Employees on a Short-Term Disability Leave, and Paid Family Leave, shall accrue incidental sick time on the first 480 hours of time missed from work in the calendar year from the first day the employee is absent from work (this accrual period does not restart by moving between Short Term Disability or Paid Family Leave or crossing into the next calendar year). Accrual shall not resume until the employee returns to work. In the case of an absence caused by an on-the-job "industrial" injury where the employee receives Workers Compensation, employees shall accrue on the first 880 hours instead of 480 hours of time missed in a calendar year. Section 9.5 will continue to apply to all other Leaves of absence and such absences under this provision or Section 9.5 will run concurrently.

(c) Incidental Sick Pay may be carried over from year to year, however, at no time shall an employee accrue more than 96 hours of Incidental Sick Pay. An employee that has 96 hours of accrued Incidental Sick Pay will not accrue further until *they have* used the Incidental Sick Pay and the accrued time is reduced below 96 hours.

(d) **Regular** part-time and regular intermittent employees shall be eligible to receive incidental sick pay on a prorated basis.

(e) Any use of the Incidental Sick Pay that exceeds 7 consecutive calendar days must be supported by medical certification and meet the definition of disabled under the STD and wage continuance program.

(f) An employee's use of Incidental Sick Pay or Capped Sick Leave Bank runs concurrently with and does not extend the maximum period of leave to which the employee may be entitled under the California Family Rights Act, California Pregnancy Disability Leave or Federal Family and Medical Leave Act.

11.4 (Deleted 1/1/17)

11.5 (Deleted 1/1/09)

11.6 HOURLY INCREMENTS

(a) For hourly employees, incidental sick pay and capped sick leave shall be charged in 30-minute increments with no charge made for increments of less than 30 minutes. Such time off as that allowed for an employee's personal medical, and dental appointments shall be charged as incidental sick pay or capped sick leave. (Amended 1/1/17)

(b) No deduction shall be made for an increment of less than 30 minutes from the wages of a regular employee who has exhausted *their* incidental sick pay and capped sick leave for hourly employees. (Amended 1/1/17)

(c) Monthly employees shall be charged incidental sick pay and capped sick leave in four (4) hour increments, with no charge made for increments of less than four (4) hours. Once the four (4) hour threshold is met, additional incidental sick pay or capped sick leave will be charged in hourly increments. No deduction shall be made for an increment of less than four (4) hours from the wages of an employee who has exhausted *their* incidental sick pay and capped sick leave. (Amended 1/1/17)

- Example #1: Employee is off 3 hours for a medical appointment – the employee’s sick leave account is not charged.
- Example #2: Employee is off 5 hours for a medical procedure – the employee’s sick leave account is charged for the 5 hours. (Added 1/1/2012)

11.7 HOLIDAYS

(a) If a holiday occurs on a workday during the time an employee is absent on incidental sick pay or capped sick leave with pay, *they* shall receive pay for the holiday as such and it shall not be counted as a day of incidental sick pay or capped sick leave.

(b) Holidays during STD/PFL covered absences: (Added 1/1/17)

(1) Regular full-time employees shall receive eight (8) holiday hours in their holiday account for each holiday that occurs during the employee’s first four hundred and eighty (480) cumulative hours of absence, which is covered by Short-Term Disability or Paid Family Leave, in any calendar year.

(2) In no event shall a regular full-time employee receive holiday hours in their holiday account for holidays that occur during absence beyond four hundred and eighty (480) cumulative hours of STD or PFL absence in a calendar year.

(3) Regular part-time employees shall receive pro-rated holiday hours in their holiday account for each holiday that occurs on a regular workday during the employee’s first four hundred eighty (480) cumulative hours of absence, which is covered by Short-Term Disability or Paid Family Leave, in any calendar year.

(4) In no event shall a regular part-time employee receive holiday hours in their holiday account for holidays that occur during absence beyond four hundred eighty (480) cumulative hours of STD or PFL.

(5) Hours in the holiday account shall be scheduled in conjunction with the employee’s next scheduled vacation under the provisions of Title 9, except that such day may be taken prior to the employee’s next scheduled vacation with the approval of the supervisor in charge.

(6) Employees shall be awarded Floating Holidays for the calendar year in which they return to work from approved STD, PFL, or LTD Leaves.

11.8 ABUSE OF SICK LEAVE

(a) ***Where the Company has reasonable suspicion to believe sick leave is being used by the employee, for a reason other than those authorized under Sections 11.2 or 11.3, the Company may require satisfactory evidence that the stated reason for the sick leave was not unauthorized or based on intentional misrepresentation (without requiring disclosure of any medical condition). Nothing in this section shall create a presumption that the use of sick leave constitutes abuse. Additionally, if an employee does not have sufficient sick leave to cover an absence, the Company may require satisfactory evidence the absence was for a purpose listed in Sections 11.2 or 11.3 (without requiring disclosure of any medical condition).*** The Company may require satisfactory evidence of an employee’s illness or disability before incidental sick pay and/or capped sick leave will be granted if the Company can demonstrate the employee is abusing incidental sick pay and/or capped sick leave. If an employee abuses the incidental sick pay and/or capped sick leave provisions of this Agreement

~~by misrepresentation, they shall restore to the Company all incidental sick pay and/or capped sick leave payments they received as a result of such abuse. In case of recurring offenses by the employee, the Company may cancel all or any part of their current and cumulative sick leave and may treat the offense as it would any other violation of a condition of employment. If an employee submits falsified documents or records for the purpose of obtaining incidental sick pay and/or capped sick leave, the Company may discharge the employee. In such event, the employee's recourse to the grievance procedure will be limited to the determination of whether the misconduct occurred. Charges of alleged discrimination in the application of this Section shall be investigated by the Local Investigation Committee described in Title 14. (Amended 1/1/88, 1/1/17 **Amended XX/XX/26**)~~

~~(b) **Excessive Use:** When the Company determines that an employee's incidental sick pay and/or capped sick leave usage is excessive and unacceptable, the employee shall be notified of such determination in writing. Upon such notification, the employee may be advised to seek medical care and/or to follow a prudent course of action to resolve the problem. As part of this procedure, the Company shall, where appropriate, offer the resources of the Employee Assistance Program; or require a medical review by a panel physician; or may offer a medical leave of absence or may advise the employee of the right to apply for Long Term Disability. (Amended 1/1/17)~~

~~(c) **Disability:** If the employee's unacceptable use of incidental sick pay and/or capped sick leave is not corrected in a reasonable period of time, the Company may consider the employee unavailable for work and may treat the case as it would any other violation of a condition of employment, provided that all of the foregoing shall be subject to the applicable provisions of the Labor Agreement, Review Committee decisions, and Arbitration decisions. (Amended 1/1/88, 1/1/17)~~

11.9 TERMINATION DUE TO PHYSICAL DISABILITY

If a regular employee is required permanently to leave the Service of the Company because of physical disability, they shall, on termination of employment, be entitled to an allowance which shall be the equivalent of incidental sick pay to which they would be entitled under the provisions of

Title 11. (Amended 1/1/17)

11.10 LIGHT DUTY

(a) Except as provided in Section 25.2, if an employee's health or physical ability becomes temporarily impaired to such an extent that they cannot perform the work of their classification, the Company shall, if practical to do so, give such employee light work within their ability to perform for which they shall be compensated at the rate of pay established for such work.

(b) Except as provided in Section 25.2, in the event an employee of the Company is disabled due to injury or illness, is not returning from Long Term Disability Plan IV and is returned to the active payroll and assigned to a bargaining unit classification or a classification designed for the employee with the prior written agreement of the Union, the employee shall be paid in accordance with the following formula: (Amended 1-1-17)

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

(2) If the employee has less than 10 years of Service at the time of the employee's disability, the rate of pay of the classification to which assigned, or

(3) If the employee has 10 or more years of Service at the time of their disability, the rate of pay of the classification to which assigned plus 4 percent per year of Service (but not over 100

percent) times the difference between such rates of pay and the rate of pay of the employee's regular classification immediately prior to the injury or illness which caused the employee's disability **and is returned to a different position that is at a lower rate than their pre-disability rate of pay, the employee will receive full wage protection for up to five (5) years but will receive no General Wage Increases (GWIs), unless and until such time as the new wage rate for the new position exceeds the prior position's wage protected rate. (Amended XX/XX/26)**

(4) ~~An employee who returns to the active payroll at a rate of pay calculated as in (3) above shall be limited to 50 percent of any general wage increase until such time as the partially disabled employee is receiving a rate of pay equal to the rate of the classification to which such employee is assigned. In no case will a partially disabled employee who is placed on the active payroll be paid less than 110 percent of such employee's current LTD rate of pay. (Added 1/1/83)~~ **If the employee has twenty-five (25) years of service or greater at the time of their disability, and is returned to a different position that is at a lower rate than their pre-disability rate of pay, the employee will maintain their pre-disability rate of pay until such time as the rate of pay in the new position is equal to or greater than that of the employee's frozen rate of pay. Such employee will receive no general wage increases (GWI) unless and until such time as the new wage rate for the new position exceeds the prior position's wage protected rate. (Amended XX/XX/26)**

(c) An employee who is disabled due to injury or illness who is able to return to active payroll and the classification held prior to such disability but is assigned to a classification with a lower rate of pay shall be entitled to the provisions, as described above, until such time as the employee is returned to *their* former status on an accelerated basis, as provided in Subsection 22.3(2)(c) of the Agreement. (Added 1/1/84)

11.11 PAY WHEN TEMPORARILY UPGRADED

The incidental sick pay and capped sick leave pay for a weekly or monthly employee who works in other than their regular classification shall be computed as follows: (Amended 1/1/17)

(a) If such work is authorized on a time card or attendance report basis, it shall be based on the rate of pay of their regular classification.

(b) If such work is authorized on other than a time card or attendance-report basis, it shall be based on the rate of pay of the classification to which they are temporarily assigned.

11.12 WORKERS' COMPENSATION

Incidental sick pay or capped sick leave shall not be applied to any period of time in which an employee receives disability compensation under the provisions of the Workers' Compensation and Insurance Chapters of the State Labor Code. (Amended 1/1/17)

11.13 RETURN FROM LTD (Amended 1/1/17)

Long Term Disability Plan IV

- (a) Employees will be required to return to work at the Company when:
- (1) they are able to perform in the pre-leave positions with or without a reasonable accommodation; or
 - (2) when they are able to perform in another position at the Company that is vacant with or without a reasonable accommodation, provided that
 - (a) the employee is qualified to perform the duties of the position, and

(b) the basic wage rate of the new position is at least 70% of the employee's pre-leave position basic wage rate, and

(c) within a commutable distance as defined in Section 22.7.

(b) The sequence of placement outside of the employee's base classification shall be as follows:

- (1) Line of Progression
- (2) Department
- (3) ESC Bargaining Unit
- (4) Any other Bargaining Unit
- (5) Any other position

(c) In the event the employee is returned from Long Term Disability to a different position that is at a lower rate of pay, the employee will receive full wage protection for up to five (5) years but will receive no General Wage Increases (GWIs), unless and until such time as the new wage rate for the new position exceeds the prior position's wage protected rate.

(d) Return From LTD Plans I, II and III.

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

11.14 USE OF FAMILY SICK LEAVE FOR FAMILY OR CRIME VICTIMS

(a) ***In any calendar year, an employee shall be permitted to use the employee's current available incidental sick pay, up to 5 days in a calendar year, or one-half their annual allotment, whichever is more, for the care, preventative care, treatment, or diagnosis of a health condition of a family member of the employee or, if the employee or their family member is a victim of an act of violence covered by California Government Code section 12945.8, for the purposes set forth in section 12945.8 ("Family or Victim Purposes").*** In any calendar year, a full time employee shall be permitted to use the employee's current available incidental sick pay, up to 48 hours in the calendar year, to attend to an illness of a family member in accordance with California Sick Leave law. A part time employee or a regular intermittent employee may take up to one-half of the employee's incidental sick leave hours allotment to attend to an illness of a family member of the employee in accordance with California Sick Leave law. A temporary additional employee or intermittent employee who has not attained regular status is entitled to use their sick leave provided for in Subsection 11.15 for family members in accordance with California Sick Leave law. (Amended 1/1/00, 1/1/09, 1/1/16, 1/1/17) **(Amended XX/XX/26)**

~~(b) Employees eligible for additional sick leave bonus on January 1, 2017 will have these bonuses added to their capped sick leave banks. Employees who received a sick leave bonus on January 1, 2017, shall be entitled to use up to 50% of the anniversary bonus for use in 2017 only for Family Sick Leave purposes. (Added 1/1/11, Amended 1/1/16, 1/1/17) (Deleted XX/XX/26)~~

(b) All conditions and restrictions that apply to an employee's use of incidental sick pay or capped sick leave for their own illness shall apply to sick leave usage ***for the care, preventative care, treatment, or diagnosis of a health condition of a family member of the employee for Family or Victim Purposes under this section.*** ~~to attend to an illness of a family member of the employee under this section. (Amended 1/1/16) (Amended XX/XX/26)~~

(c) An employee's use of incidental sick pay or capped sick leave under this section does not extend the maximum period of leave to which the employee may be entitled under ***this Agreement or any***

State, Federal or Company leave. (Amended XX/XX/26) ~~the California Family Rights Act or the Federal Family and Medical Leave Act.~~

11.15 CALIFORNIA PAID SICK LEAVE FOR PROBATIONARY, HIRING HALL, TEMPORARY AND INTERMITTENT EMPLOYEES WHO HAVE NOT ATTAINED REGULAR STATUS (Amended XX/XX/26)

(a) ~~Pursuant to the California Paid Sick Leave law, Hiring Hall, Temporary and Intermittent employees who have not attained regular status shall be allotted twenty four (24) hours of paid sick leave per calendar year. (Amended 1/1/16)~~ **For purposes of this Section 11.15, "employee" refers to Probationary, Hiring Hall, Temporary and Intermittent employees who have not attained regular status. Employees shall be allotted forty (40) hours of sick leave per calendar year. (Amended XX/XX/26)**

(b) ~~Hiring Hall, Temporary and Intermittent employees who have not attained regular status~~ **Employees** must be employed for at least ~~ninety (90)~~ **thirty (30)** days before being able to use any paid sick leave. ~~(Amended 1/1/16)~~ **(Amended XX/XX/26)**

(c) ~~Paid Sick leave not utilized at the end of each calendar year shall be forfeited.~~

(d) ~~Employees can use paid sick leave for themselves or to attend to an illness of a family member in accordance with the guidelines provided in the California Paid Sick Leave law.~~ **Employees shall be permitted to use sick leave for the care, preventative care, treatment, or diagnosis of a health condition or for Family or Victim Purposes. (Amended XX/XX/26)**

(e) **An employee's use of sick leave under this section does not extend the maximum period of leave to which the employee may be entitled under this Agreement, or any State, Federal or Company leave. (Added XX/XX/26)**

TITLE 12. LEAVE OF ABSENCE AND LEAVES (Amended XX/XX/26)

This title provides for "Leaves of Absence" and for "Leaves". A leave of absence is generally without pay and processed by the Company's leave administrator. A leave is generally with pay and/or time off with permission without pay and approved by an employee's supervisor. (Added XX/XX/26)

12.1 LEAVE OF ABSENCE ELIGIBILITY (Amended XX/XX/26)

~~"Leave of absence" without pay shall be granted to regular employees under the conditions set forth in this Title for urgent or substantial personal reasons, provided that adequate arrangements can be made to take care of the employee's duties without undue interference, or if required by law, undue hardship, with the normal routine of work. A "leave" will not be granted if the purpose for which it is requested may lead to the employee's resignation. For the purpose of this Agreement the terms "leave of absence" and "leave" signify absence without pay for periods in excess of 10 consecutive workdays. In the computation of the length of a "leave of absence", there shall not be included any time the employee is absent with pay. Absences without pay for 10 consecutive workdays or less shall also be authorized under these provisions. (Amended 8/1/66, 4/1/09) (Deleted XX/XX/26)~~

(a) Leaves of absence not required by law shall be granted to regular employees under the conditions set forth in this Title for urgent or substantial personal reasons, provided that adequate arrangements can be made to take care of the employee's duties without undue interference. (Added XX/XX/26)

(b) The Company provides any and all leaves of absence that employees are eligible for under applicable law, including but not limited to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability leave Law (PDL), as provided under those statutes. (Added XX/XX/26)

(c) To be eligible for one or more types of leaves of absence, the employee must comply with the eligibility certification requirements for those leaves of absence, if required. (Added XX/XX/26)

(d) Leaves of absence provided in this Title that are not required by law will run concurrently with and do not extend the maximum period of leave to which the employee may be entitled under the applicable statutory leaves. (Added XX/XX/26)

(e) The use of paid time off (sick pay, vacation, holiday) or wages replacement benefits does not constitute approval of a leave of absence. Paid time off or wage replacement benefits shall not extend the maximum leave duration. (Added XX/XX/26)

(f) "Leave of absence" under this Title does not include Long Term Disability, for which the eligibility and other terms and conditions are defined by the agreed to Long Term Disability Plan. (Added XX/XX/26)

12.2 TYPES AND PERIODS OF LEAVES OF ABSENCE REQUIRED BY LAW (Amended XX/XX/26)

(a) For Regular, Probationary and Regular Intermittent employees, who have not opted out of the Voluntary Plan and who are absent from work which is certified for Short Term Disability or Paid Family Leave, is considered an approved leave. Short term disability and paid family leave wage replacement Pay will be provided by the Short Term Disability or Paid Family Leave plans and Wage Continuation, as described in those

agreed-upon plans. Employees who are absent from work by reason of disability certified by the Company Administrator shall be entitled to return to their former classification and headquarters that they vacated for up to one year from the date of the first missed workday associated with the absence. Employees are required to use sick time during the waiting period for VPD if available, and if not available, they may choose to use vacation or go unpaid. Employees who are eligible for a leave under FMLA, CFRA, or PDL, and also eligible for VPDI, may choose not to use sick pay after meeting the waiting period. The Company may grant a "leave of absence" without pay to a regular employee for a period not in excess of six consecutive months for a reason other than illness or disability. It may grant an additional "leave of absence" without pay for a reason other than illness or disability to such employee if personal circumstances and service to the Company warrant the granting thereof or as otherwise required by applicable law. Except as provided in Sections 12.6 and 12.9, a "leave of absence" will not be granted which, together with the last "leave" or "leaves" granted, will exceed twelve consecutive months. (Amended 1/1/91, 1/1/09, 1/1/17;) (Amended XX/XX/26)

(b) Regular status employees who have opted out of the Voluntary Plan may be granted Company Medical Leave (CML) for up to 12 months or until the LTD waiting period is met, if sooner. CML must be taken continuously and runs concurrently with other applicable leaves. Eligibility ends once the LTD waiting period is reached. Repetitive use of CML without qualifying for LTD will require consideration and approval by the Company as an ADA accommodation. Employees who have opted out of the Voluntary Plan are not eligible for Company Paid Family Leave. Employees are required to use sick time during the waiting period for SDI if available, and if not available, they may choose to use vacation or go unpaid. Employees who are eligible for a leave under FMLA, CFRA, PDL, and also eligible for SDI may choose not to use sick pay after meeting the waiting period. In addition to the provisions of this Title, it is the intent of the parties to include leave benefits as mandated by state and federal law, including both the California Family Rights Act of 1991 and the Federal Family and Medical leave Act of 1993. Leaves under state and federal laws shall not exceed the time provided under the applicable statute and will not be extended as a leave under 12.2(a) under any circumstance. (Added 1/1/94, Amended 6/1/16 XX/XX/26)

All leave time runs concurrently with and does not extend the maximum period of leave to which the employee may be entitled under the California Family Rights Act, California Pregnancy Disability Leave or Federal Family and Medical Leave Act. (Added 1-1-16)

(c) An employee who leaves their employment with the Company to enter the Armed Forces of the United States under an Act of Congress which provides for reemployment will be granted a "leave of absence" consistent with the law. Eligible employees who engage in military service or eligible family members of military personnel are entitled to time off consistent with federal and state law. Child Care Leave: A regular employee who has become a parent by the birth or adoption of a child, or has become the legal guardian of a child shall be entitled to an unpaid "leave of absence" for a period not to exceed the six consecutive month "leave" provided for in Subsection 12.2(a) without reference to urgent and substantial personal reasons to care for such newborn or adopted child. When an employee who was granted a leave for child care applies for reinstatement, the employee will be returned to the employee's former classification and headquarters which the employee vacated. (Amended 1/1/91 XX/XX/26)

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

If no such vacancy of this kind exists after the second six consecutive months, the employee's Service shall be terminated. (Added 1/1/84)

12.3 TYPES AND PERIODS OF LEAVES OF ABSENCE NOT REQUIRED BY LAW COMMENCE AND END (Amended XX/XX/26)

(a) CHILD CARE LEAVE OF ABSENCE:

A regular employee who has become a parent by the birth or adoption of a child, or has become the legal guardian of a child, shall be entitled to an unpaid "leave of absence" for a period not to exceed the six consecutive months "leave" without reference to urgent and substantial personal reasons to care for such newborn or adopted child. Applicable statutory leave and/or leave under the Company Paid Family Leave policy will run concurrently with Child Care Leave. When an employee who was granted a leave for child care applies for reinstatement, the employee will be returned to the employee's former classification and headquarters which the employee vacated. (Added XX/XX/26)

An employee shall be entitled to an additional "leave of absence" for a period not in excess of an additional consecutive six months for child care with the understanding that the employee may return to work provided a vacancy exists in the classification and headquarters which the employee vacated or in a classification lower thereto in the line of progression at such headquarters. (Added XX/XX/26)

If no such vacancy of this kind exists after the second six consecutive months, the employee's Service shall be terminated. (Added XX/XX/26)

(b) UNION LEAVE OF ABSENCE

Subject to the provisions of Section 12.1, the Company shall, at request of the Union, grant a "leave of absence" without pay to any employee for the purpose of engaging in Union business. Such "leave" shall be for a period or periods not to exceed a total of 24 consecutive months. An employee who has returned to work for the Company following an absence on "leave" for Union business in excess of six months shall not be granted another such "leave" until they have worked for a period equivalent to the time they were last continuously absent on "leave" for Union business. (Added XX/XX/26)

The Company Service of an employee who is granted a "leave of absence" under Section 12.3(b) shall accrue during the period of any such "leave". The Service of an employee who is granted a "leave of absence" under Section 12.3(b) for six months or less shall accrue during the period of such "leave". The Service of an employee who is granted a "leave of absence" under Section 12.3(b) in excess of six months and who thereafter returns to work for the Company shall not accrue during the period of the entire "leave", but the length of such absence shall be added to their Service after they have returned to work for the Company and has worked for a period of time equivalent to the period of their absence. In no event, however, shall their Service accrue in the case of an employee on a wage range unless, or until, they have reached the maximum of their classification. (Added XX/XX/26)

(c) RETURN FROM UNION LEAVE OF ABSENCE:

Unless an employee who is on "leave of absence" for Union business notifies the Company that they will return to work at the end of the first six months of such absence, the Company may consider their job as vacant and fill it in its discretion. When such employee returns to employment, they shall be employed in their former Division or Department and classification and will displace an employee whose Service in such classification on the date their "leave of absence" commenced was less than their own. If such a displacement

cannot be affected, their placement in the Company shall be governed by Title 22. (Added XX/XX/26)

(d) EDUCATIONAL LEAVE OF ABSENCE

An employee who has three years of Service or more may be granted a leave of absence to complete residency requirements for obtaining a bachelor or advanced degree from an accredited college in a field related to their employment. Such leaves of absence shall be limited to two school semesters or a total of three academic quarters, whichever is applicable. (Added XX/XX/26)

Further, applications for an education leave for more than six months will be granted only on the condition that the Company may, at its discretion, fill the applicant's position on a permanent basis. Applicants who are granted such leaves will be entitled to reinstatement only if there is a vacancy in their former line of progression and headquarters and, provided further, the applicant has obtained the degree for which the request was granted. Temporary changes in an employee's normal hours of work for the purpose of attending classes which meet the qualifications for payment under Exhibit E will be granted, if practicable, by the Company pursuant to Subsection 7.4(b). (Added XX/XX/26)

(e) ADDITIONAL LEAVE OF ABSENCE

The company may grant an additional "leave of absence" without pay for a reason other than illness or disability to such employee if personal circumstances and service to the Company warrant the granting thereof or as otherwise required by applicable law. (Added XX/XX/26)

"Leave" shall commence on and include the first workday on which the employee is absent without pay and terminate with and include the workday preceding the day they return to work. The conditions under which an employee shall be restored to employment on the termination of this "leave of absence" shall be clearly stated on the form on which application for the leave is made. (Deleted XX/XX/26)

12.4 PROVISIONS OF LEAVE OF ABSENCES STATUS (Amended XX/XX/26)

(a) A "Leave of absence" shall commence on and include the first workday on which the employee is absent and terminate with and include the workday preceding the day they return to work. (Added XX/XX/26)

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

(c) If an employee fails to return immediately on the expiration of their "leave of absence" or if they accept other employment while on "leave," except as provided in Section 12.3 (b), or if they accept unemployment benefits under the California Unemployment Insurance Code while on "leave," they shall thereby forfeit the "leave of absence," terminate their employment with the Company, and terminate their participation in the Company's Retirement Plan except where otherwise required by applicable law. (Added XX/XX/26)

12.5 BEREAVEMENT LEAVE TERMINATION OF EMPLOYMENT (Amended XX/XX/26)

(a) A regular employee will be provided bereavement leave for the death of

immediate family members in accordance with state and/or federal law, which is currently five days unpaid. The first three of those covered working days will be paid. Employees may choose to use vacation, floating holidays, and/or sick time for additional days of bereavement leave that are provided in accordance with state and/or federal law for two additional days. Employees may be required to produce documentation regarding the deceased to qualify for bereavement leave. (Added XX/XX/26)

(b) 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, nieces, nephews 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 days provided for above or personal time off without pay for the time needed will be granted. (Added XX/XX/26)

(c) 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. (Added XX/XX/26)

(d) Employees who have not attained regular status will be allowed the same time off as provided for in (a) and (b) above. Such time off will be without pay, however, employees may use vacation, floating holidays, and/or sick time for days off covered by (a). (Added XX/XX/26)

If an employee fails to return immediately on the expiration of their "leave of absence" or if they accept other employment while on "leave", except as provided in Section 12.6, or if they accept unemployment benefits under the California Unemployment Insurance Code while on "leave", they shall thereby forfeit the "leave of absence", terminate their employment with the Company, and terminate their participation in the Company's Retirement Plan.

12.6 JURY DUTY LEAVE-UNION LEAVE OF ABSENCE (Amended XX/XX/26)

Employees who are summoned to serve on a grand jury, trial jury, or a jury of inquest will be granted the necessary time off for this purpose under the following conditions: (Added XX/XX/26)

(a) Regular employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be re-scheduled to a first shift during such a period of time at the straight rate of pay, and such employees assigned to a second shift who are actually impaneled on a jury or are required to report to the jury commissioner on a second consecutive workday or more shall be rescheduled to a first shift during such a period of time at the straight rate of pay. Employees will be paid at their basic rate of pay. In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered as time worked and, if dismissed by the court on any workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work. (Added XX/XX/26)

(b) Employees who have not attained regular status will be allowed time off

without pay subject to the other provisions of (a) above but may choose to use their available and unused vacation, floating holidays and sick leave. (Added XX/XX/26)

(c) Employees shall advise their supervisor on the workday following receipt of notice that they are required to report for jury duty Service. The employee may be required to provide receipt of such notice to their supervisor. (Added XX/XX/26)

~~Subject to the provisions of Section 12.1, the Company shall, at request of the Union, grant a "leave of absence" without pay to any employee for the purpose of engaging in Union business. Such "leave" shall be for a period or periods not to exceed a total of 24 consecutive months. An employee who has returned to work for the Company following an absence on "leave" for Union business in excess of six months shall not be granted another such "leave" until they have worked for a period equivalent to the time they were last continuously absent on "leave" for Union business.~~

**12.7 WITNESSES LEAVE SENIORITY ACCRUAL WHILE ON UNION LEAVE OF ABSENCE
(Amended XX/XX/26)**

Regular employees will be given the necessary time off to appear as a witness in either civil or criminal cases under the following conditions: (Added XX/XX/26)

(a) Employees who are required to appear as witnesses on behalf of the Company will be treated, with respect to the provisions of this Agreement, as though they were employed in their customary work. (Added XX/XX/26)

(b) Employees who are subpoenaed to appear in litigation in which the Company has no interest and is not a party but nonetheless involves an employee's presence as to matters arising out of and in the course of their employment with the Company will be paid at their regular straight-time rate of pay for the time required to appear to testify (but not more than eight hours in any one normal workday), less any remuneration they are entitled to by law, except that travel and other expenses for which they are reimbursed which are not subject to income tax will not be included when computing such remuneration. (Added XX/XX/26)

(c) Following dismissal of the employee-witness by the court or administrative agency on any workday before the end of their regular work hours, the employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work. (Added XX/XX/26)

(d) In all other instances, an employee who has been subpoenaed as a witness in any matter not provided for above will be excused from work without pay for the time necessary for such administrative or court appearance. (Added XX/XX/26)

~~The Company Service of an employee who is granted a "leave of absence" under Section 12.6 shall accrue during the period of any such "leave". The Service of an employee who is granted a "leave of absence" under Section 12.6 for six months or less shall accrue during the period of such "leave". The Service of an employee who is granted a "leave of absence" under Section 12.6 in excess of six months and who thereafter returns to work for the Company shall not accrue during the period of the entire "leave", but the length of such absence shall be added to their Service after they have returned to work for the Company and has worked for a period of time equivalent to the period of their absence. In no event, however, shall their Service accrue in the case of an employee on a wage range unless, or until, they have reached the maximum of their classification.~~

12.8 ~~ADOPTION LEAVE RETURN FROM UNION LEAVE OF ABSENCE (Amended XX/XX/26)~~

Regular employees will be allowed time off with pay up to one workday necessary for court appearances in connection with child adoption procedures. (Added XX/XX/26)

~~Unless an employee who is on "leave of absence" for Union business notifies the Company that they will return to work at the end of the first six months of such absence, the Company may consider their job as vacant and fill it in its discretion. When such employee returns to employment, they shall be employed in their former Division or Department and classification and will displace an employee whose Service in such classification on the date their "leave of absence" commenced was less than their own. If such a displacement cannot be affected, their placement in the Company shall be governed by Title 22. (Deleted XX/XX/26)~~

12.9 ~~MILITARY LEAVE OF ABSENCE~~

~~An employee who leaves their employment with the Company to enter the Armed Forces of the United States under an Act of Congress which provides for reemployment will be granted a "leave of absence" under the provisions of Sections 12.1 to 12.5, inclusive. Upon qualifying for reemployment under any such Act and being reemployed, they will be granted a further retroactive "leave of absence" to cover the balance of their absence.~~

~~Eligible employees who engage in military service or who are eligible family members of military personnel are entitled to time off consistent with federal and state law. (Added 1/1/09) (Deleted XX/XX/26)~~

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 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 days provided for above or personal time off without pay for the time needed will be granted. (Amended 1/1/01, 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. (Deleted XX/XX/26)~~

12.11 ~~JURY DUTY~~

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

~~(a) — Regular employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be re-scheduled to a first shift during such a period of time at the straight rate of pay, and such employees assigned to a second shift who are actually impaneled on a jury or are required to report to the jury commissioner on a second consecutive workday or more shall be rescheduled to a first shift during such a period of time at the straight rate of pay. Employees will be paid at their basic rate of pay. In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered as time worked and, if dismissed by the court on any workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work. (Amended 1/1/83)~~

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

~~(c) — Employees shall advise their supervisor on the workday following receipt of notice that they are required to report for jury duty Service. The employee may be required to provide receipt of such notice to their supervisor. (Amended 1/1/88) (Deleted XX/XX/26)~~

12.12 — WITNESSES

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

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

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

~~(c) — Following dismissal of the employee witness by the court or administrative agency on any workday before the end of their regular work hours, the employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work.~~

~~(d) — In all other instances, an employee who has been subpoenaed as a witness in any matter not provided for above will be excused from work without pay for the time necessary for such administrative or court appearance. (Amended 1/1/77) (Deleted XX/XX/26)~~

12.13 — ADOPTION

~~Regular employees will be allowed time off with pay up to one workday necessary for court appearances in connection with child adoption procedures. (Added 1/1/74) (Deleted XX/XX/26)~~

12.14 — EDUCATIONAL LEAVE

~~An employee who has three years of Service or more may be granted a leave of absence to complete residency requirements for obtaining a bachelor or advanced degree from an~~

~~accredited college in a field related to *their* employment. Such leaves of absence shall be limited to two school semesters or a total of three academic quarters, whichever is applicable.~~

~~Further, applications for an education leave for more than six months will be granted only on the condition that the Company may, at its discretion, fill the applicant's position on a permanent basis. Applicants who are granted such leaves will be entitled to reinstatement only if there is a vacancy in *their* former line of progression and headquarters and, provided further, the applicant has obtained the degree for which the request was granted. Temporary changes in an employee's normal hours of work for the purpose of attending classes which meet the qualifications for payment under Exhibit E will be granted, if practicable, by the Company pursuant to Subsection 7.4(b). (Amended 1/1/83) **(Deleted XX/XX/26)**~~

TITLE 13. STATUS OF EMPLOYEES AND SERVICE

13.5 REGULAR STATUS

(a) (1) ~~Region e~~ Employees shall be designated as probationary and regular depending on the length of their Service. **(Amended XX/XX/26)**

(2) New employees shall be hired as probationary employees at a 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, they ~~employee~~ shall not acquire any Service or seniority rights or rights with respect to ~~leave of absence, floating~~ holidays, job bidding and promotion, demotion and layoff, vacation ~~usage~~, or similar rights and privileges. **Probationary employees shall be eligible for time off provisions as provided for in Titles 11 and 12. Probationary employees will be entitled to Company Holidays under Section 8.1 upon hire.** Note that employees with less than one year of Service may not transfer to a beginning-level hourly job, per Section 21.13(e). (Amended 1/1/16, 1/1/17, 1/12/22, **XX/XX/26**)

(3) To attain the status of a regular employee, a probationary employee is required to complete a six-month Uninterrupted period of Service. Notwithstanding the provisions of Section 13.3 above, "Uninterrupted" means interrupted by no more than a cumulative total of thirty (30) days of absence due to (i) layoff, (ii) sickness or disability, or (iii) any other reason. Upon completion of an Uninterrupted period of Service, the probationary employee shall be given the status of a regular employee, a definite job classification, and placed on a weekly or monthly rate. **A regular employee, who has completed less than one year of Service (inclusive of the 6month probationary time) extended by layoffs or absences of 30 consecutive days or more, may be terminated for unsuitability without recourse to the grievance procedure. (Amended XX/XX/26)**

Time-off that is statutorily protected by local, state, or federal law shall not count as a day of "absence" for purposes of the prior sentence. However, if a probationary employee accumulates more than a cumulative total of 30 days of time-off for such protected leaves before the completion of the Uninterrupted period, the required length of the Uninterrupted period of Service will be extended by the length of the protected leaves. (Amended 9/21/21)

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

~~(b) As applied in General Construction, such six months of continuous Service is further defined as any period of six consecutive months in which a minimum of 115 days have been worked at the straight rate of pay provided, however, that if by reason of absence in such period due to inclement weather or holidays an employee was prevented from working a total of 115 days, such period shall be extended by not more than the total number of days of such absence. (Deleted XX/XX/26)~~

(c) The provisions of 13.5 (a) shall not be applicable to newly hired monthly employees. They shall be hired at a monthly rate of pay not less than the minimum rate established for the classification of work to be performed. During their first six months of employment, they shall not acquire any Service or seniority rights. On the completion of their first six months of Service which, notwithstanding the provisions of Section 13.3 above, is uninterrupted by absence for more than a cumulative total of thirty days due to (1) layoff, (2) sickness or disability, or (3) any other reason, they shall acquire their Service and/or seniority rights. **(4) A regular monthly employee, who has completed less than one year of Service extended by layoffs or absences of 30 consecutive days or more, may be terminated for unsuitability without recourse to the grievance**

~~**procedure.** If terminated within the first six months, the grievability will be consistent with that in place for probationary employees. (Added 1/1/12) (Amended XX/XX/26)~~

Time-off that is statutorily protected by local, state, or federal law shall not count as a day of "absence" for purposes of the prior sentence. However, if a probationary employee accumulates more than a cumulative total of 30 days of time-off for such protected leaves before the completion of the Uninterrupted period, the required length of the Uninterrupted period of Service will be extended by the length of the protected leaves. (Amended 9/21/21)

(d) Employees of the Company placed into an ESC-represented classification from a position outside of the Unit shall not be subject to probationary status, unless such employee has less than six months of continuous Service overall with the Company. ***Should the employee have less than 12 months of continuous service overall with the Company, they may be terminated for unsuitability without recourse to the grievance procedure.*** ~~(Added 1/1/16)~~ (Amended XX/XX/26)

13.8 INTERMITTENT EMPLOYEES

(a) An intermittent employee is one who does not work any set schedule of hours per day or days per week, but who is on call to fill in on any schedule on an as-needed basis. During sickness or vacation relief periods, however, such employees may be assigned to work the schedule and hours of the absent employee if such an assignment cannot be made pursuant to the provisions of Subsection 21.7.

Intermittent employees who have not obtained regular status are eligible for the following benefits:

(1) Paid sick leave as provided in Section 11.15. Sick leave may only be taken on those days and for those hours that an employee is asked or scheduled to work and is unable to work due to illness or non-industrial injury. (Added 8-1-15)

(2) Voluntary Short Term Disability Plan and Voluntary Paid Family Leave as provided in the Summary of Benefits Handbook,

(b) Intermittent employees will attain regular status upon the completion of six months of continuous Service. Continuous Service is defined in Section 13.5 as being "uninterrupted by (1) discharge, (2) resignation, or (3) absence for more than a cumulative total of 30 days due to (i) layoff, (ii) sickness or industrial disability, or (iii) other causes." If an employee is off for more than 30 days during a six month period, a new six month qualifying period will begin upon return to work. ***(iv) A regular employee, who has completed less than one year of Service extended by layoffs of absence of 30 consecutive days or more, may be terminated for unsuitability without recourse to the grievance procedure.*** (Amended XX/XX/26)

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

(1) Group Life Insurance, and Long-Term Disability coverage benefits as provided in the Benefit Agreement and described in the Summary of Benefits Handbook.

(2) Medical, Dental and Vision Plan coverages as provided in the Medical, Dental and Vision Benefit Agreement and described in the Summary of Benefits Handbook.

(3) Vacation allowance as provided in Title 9, but prorated based on the ratio of total straight-time hours worked in a year to 2,080 hours.

(4) Incidental sick pay as provided in Title 11, but prorated based on the ratio of total straight-time hours in a year to 2,080 hours. Sick leave may only be taken on those days and for those hours that an employee is asked or scheduled to work and is unable to work due to illness or nonindustrial injury. (Amended 1/1/17)

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

(6) Voluntary Short Term Disability Plan, Voluntary Paid Family Leave Plan, Wage Continuation as provided in the 2016 Table Agreement and described in the Summary of Benefits Handbook, (Added 1/1/17)

(7) Retirement Plan and Retirement Savings Plan benefits as provided in the Benefits Agreement and described in the Summary of Benefits Handbook.

TITLE 14. GRIEVANCE PROCEDURE

~~Entire Title Amended 1/1/88 (Deleted XX/XX/26)~~

14.1 GRIEVANCE SUBJECTS

The Union may present written grievances on the following enumerated subjects for determination under the grievance procedure established herein:

- (a) interpretation of application of any of the terms of this Agreement,
- (b) discharge, demotion, or discipline of an individual employee,
- (c) disputes as to whether a matter is proper subject for the grievance procedure.

Company and Union agree that if a written grievance submitted by Union is challenged as either untimely, as provided in Section 14.2, and/or inappropriate under the provisions of Section 14.1, the Union may, if it disagrees, submit a second grievance on Company's refusal to process the original grievance. For purposes of this Clarification, the written grievance which the Company deems untimely and/or inappropriate and refuses to process shall be referred to as the "original grievance." The written grievance challenging the Company's refusal to process the original grievance shall be referred to as the "second grievance."

Until final settlement is reached, the original grievance and the second grievance shall be processed through the adjustment procedure in tandem. At each step of the procedure, the first issue to be discussed shall be the merits of the second grievance, to be followed by a discussion of the original grievance. If at any point in the adjustment procedure agreement is reached that the original grievance was either inappropriate or untimely, the second grievance shall be settled in accordance with the provisions of Title 14 and the original grievance shall be considered automatically closed.

If two such grievances are referred to arbitration, the parties shall select two hearing dates and two arbitrators: the first hearing date and arbitrator are for the second grievance; and the second hearing date and arbitrator are for the original grievance. Notwithstanding the foregoing language, the parties acknowledge that they may select the same arbitrator for both hearings. When submitting the second grievance to the arbitrator selected to conduct the first hearing, the parties shall jointly request the board of arbitration chaired by that arbitrator to issue its opinion and decision at least one month before the scheduled date for the second hearing. If the board of arbitration decides the second grievance in the Union's favor, then the parties shall proceed with arbitration on the original grievance on the previously scheduled hearing date before the previously selected arbitrator. If the board of arbitration decides the second grievance in the Company's favor, then the second hearing date shall be cancelled with the parties sharing equally any costs incurred through the cancellation.

(Added XX/XX/26)

TITLE 15. WAGES AND CLASSIFICATIONS

15.3 TEMPORARY ASSIGNMENTS TO HIGHER CLASSIFICATION (UPGRADES)

(a) An employee, who is temporarily assigned for two consecutive hours or more to perform the duties of a higher weekly classification, shall be paid the minimum wage rate of such classification or their regular wage rate plus 2 1/2 percent or the next higher progressive wage step, if applicable, whichever is greater, during the period of such temporary assignment. If such assignment is for less than two hours, they shall be paid therefore at their regular wage rate. (Amended 6/1/03).

(b) An employee who is temporarily assigned for one or more days to perform the duties of a higher ESC monthly classification, shall be paid their regular salary rate plus 5 percent, or the minimum salary of the ESC monthly classification, whichever is greater, during the period of such temporary assignment. (Amended 1/1/94, 1/1/09)

(c) The temporary assignment of an employee, other than an employee in the unit described in Section 3.1, to a classification within such unit shall be limited to a period of time not to exceed a total of 6 months in any consecutive 12 month period, provided that such assignment is to fill an additional job.

(d) 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~~ **12** consecutive months such classification shall be filled in accordance with Title 21.

(e) The temporary assignment of any employee of the Company to replace an employee in an established job that is temporarily vacated shall not be subject to the foregoing provisions of Subsections (c) and (d). Such temporary assignments, in general, shall not exceed 6 months duration but, based on the existing circumstances of a situation, shall not be limited to such length of time. (Amended 1/1/88)

(f) For the purpose of wage or salary range progression in a temporary classification, the time worked by an employee in other than their regular classification shall be accrued in such temporary classification. An employee who accumulates sufficient time for a progress review in accordance with the time intervals indicated in Subsection 15.4(b), shall receive wage or salary increases in such temporary classification as specified in Subsection 15.4(b) until they receive the maximum rate thereof. ***Such time in grade accrual shall be applied to determining the wages when 15.4 (a)(1) or 15.4(a)(2) are applied.*** (Added 8/1/66) (Amended XX/XX/26)

15.5 STIP Program for all ESC-represented employees in STIP Eligible Positions PERFORMANCE REVIEWS

~~The performance of an employee who is at the top rate of a wage or salary range shall be reviewed with the employee at least annually and/or, for General Construction employees only, at the end of each assignment of at least six months or more duration, whichever occurs first. A copy of all performance evaluations shall be given to the employee at the time of the review. (Added 1/1/74, Amended 1/1/77, 1/1/80)~~

STIP Program for all ESC-represented employees in STIP Eligible Positions

The following elements may not be unilaterally modified by the Company:

1. **Eligible employees will be included in the Company's Short Term Incentive Plan (STIP) that is established for each plan year.**
2. **Company score is determined by the Company each year and may differ by lines of business.**
3. **The STIP award is composed of four elements: Eligible Earnings x Participation Rate x Individual Modifier x Company Score.**

The following elements may not be unilaterally modified by the Company:

- a. **Eligible Earnings for monthly employees is defined as all straight-time earnings and temporary assignment pay received during the plan year. Straight time earnings include: vacation, sick time, holidays, military pay and bereavement. It does not include overtime, STIP payments, reward and recognition awards, lump sum payments or other non-base pay payments. Straight-time earnings are indicated on an employee's pay statement as "regular earnings." Straight-time earnings do not include payments received from an educational or transitional leave position. Eligible earnings are the dollars actually paid. For example, if an employee is hired on July 1st into a STIP eligible job with an annual salary of \$50,000, the STIP eligible earnings would be \$25,000 because the employee is only working and being paid for six months out of the plan year. Note: For hourly employees, eligible earnings include all straight time, overtime, shift premiums, and temp assignment pay received during the plan year.**
 - b. **Participation Rate is 10% for all monthly employees and 15% for Principal Engineers. Any hourly employees, who were "grandfathered," will continue to receive STIP at the same participation rate until they change line of progression. Technical Assistant and Sr. Technical Assistant Classifications in Environmental Services and Environmental Remediation as well as Power Generation are eligible for STIP at the 6% target participation rate.**
 1. **ESC employees will receive STIP individual performance modifiers that are equal to the average of the individual modifier for non-represented LL20 + PL20 (formerly PL1) and LL30 + PL30 (formerly PL2) employees with the corresponding performance ratings.**
4. **The Company shall have the right to set individual performance goals unilaterally, subject to the following requirements:**
- a. **All such goals set by the Company must meet the following criteria:**
 - i. **Goals shall be related to an employee's appropriate job duties from the job scope of the classification.**
 - ii. **Goals shall be reasonable, attainable, and measurable.**
 - iii. **In order to facilitate the peaceful adjustment of differences, at the request of the Union, the parties will establish a joint committee which will review employee concerns regarding new, or established, goals which employees believe do not conform with the requirements above. This is not a waiver of the Union's right to grieve goals as noncompliant with the criteria.**
 - b. **The Company will abide by the following requirements:**

- i. Employee evaluations against their individual goals shall account for the variability and difficulty of each employee's particular assignment.*
- ii. When issuing performance ratings, reasonable allowances will be made for an employee's availability, workload, experience, training, and other priorities as assigned by management.*
- c. Non-Goal metrics shall be reasonable. Further, non-goal metrics will not be applied arbitrarily or capriciously.*
- d. Employees do not need "Exceeds/Role Model" in every category to receive a top rating. Similarly, not meeting a Target/Successful in one category will not automatically result in an overall low performance rating.*
- e. At the Company's or Union's request, new or revised performance goals for monthly classifications may be reviewed in advance of implementation.*

In the event that a performance rating is the subject of a grievance, the criteria and requirements above shall apply. However, only ratings below the mid-point shall be subject to the grievance procedure. The mid-point is currently defined as Target and Successful.

In cases where the parties settle a grievance over the PMP rating and/or STIP award of an employee, the potential remedies may include adjusting the PMP rating, adjusting the STIP payment, or both.

- 5. The Company and Union share a common goal of establishing PG&E as the standard of success by which other utility providers will be measured. In regards to employee performance management, the Company and Union place a high importance on direct and timely feedback.*
- 6. Whenever practicable, employees will be given reasonable notice of specific performance issues and an opportunity to improve before STIP awards are reduced. However, the parties recognize that there might be circumstances that may not allow for advance notice.*
- 7. The Company will endeavor to review and, where appropriate, adjust any negative rating that is issued without supporting documentation.*
- 8. At the request of the Union, the Company and Union will meet to discuss the overall performance ratings of employees in a department or work group where the Union believes that ratings may have been improperly assigned.*
- 9. The Company does not use PMP rating in making promotion, demotion or discipline decisions. PMP ratings may not be used in reference to "current performance" in Title 21.18(c), "satisfactory performance" in advancement criteria, or any other contractual process. [RC 938].*
- 10. The Company does not engage in forced ranking of ESC represented employees. Individual employee ratings are based on individual performance. [RC 906].*

(Amended XX/XX/26)

15.6 PERFORMANCE REVIEWS DELETED 8/1/62 (Amended XX/XX/26)

For the purposes of 15.5 and 15.6, performance reviews shall be considered the same as performance evaluations, performance ratings. (Added XX/XX/26)

The performance of an employee who is at the top rate of a wage or salary range shall be reviewed with the employee at least annually and/or, for General Construction employees only, at the end of each assignment of at least six months or more duration, whichever occurs first. A copy of all performance evaluations shall be given to the employee at the time of the review. Except in grievances as provided for in 15.5, Performance evaluations shall not be used at any stage of the grievance procedure as proof of a matter alleged by either Company or Union or by Company in making promotion, demotion, or discipline decisions within the bargaining unit. Performance Reviews will not be subject to the grievance procedure except as provided in subsection 15.5 (Added XX/XX/26)

Whenever practicable, employees will be given reasonable notice of specific performances issues and an opportunity to improve before PWI is withheld. However, parties recognize that there might be circumstances that may not allow for advance notice. (Added XX/XX/26)

TITLE 16. MEALS

16.6 REIMBURSEMENT AND TIME TAKEN

For a weekly non-exempt employee, the Company shall pay the cost of any meal which it is required to provide under this Title. (Added XX/XX/26)

When an employee earns a meal on overtime, they are entitled to choose from one of the following options: (Added XX/XX/26)

(a) *In-Lieu Meal: An in-lieu meal is an earned OT meal that the employee chooses not to observe. If an employee is entitled to a meal(s) under the provisions of this Title, prior to work, during, or upon dismissal from work, does not accept such meal(s), the employee shall nevertheless be entitled to such time allowance of one-half hour for each in-lieu meal. Such time allowance shall be paid at the rate of pay when the meal was earned. Additionally, a meal allowance of \$50 per in-lieu meal(s) shall also be paid. In this situation, the time allowance for each in-lieu meal does not count towards a rest period calculation.* For a weekly employee, the Company shall pay the cost of any meal which it is required to provide under this Title and shall consider as hours worked the necessary time taken to consume such meal except, however, that when a meal is taken at Company expense following dismissal from work, the time allowance therefor shall be one-half hour. If an employee who is entitled to a meal under the provisions of this Title prior to work or upon dismissal from work does not accept such meal, they shall nevertheless be entitled to such time allowance of one half hour for each meal missed and meal reimbursement as provided in (b) below. The foregoing shall not apply to an employee's regular lunch period. (Amended 1/1/91 XX/XX/26)

(b) *Meal Taken: A meal taken is an earned OT meal that the employee observes during work hours. Company shall pay a meal allowance of \$50 for any meal(s) which it is required to provide under this Section. The time taken for the meal shall be considered as hours worked. However not more than 60 minutes of time taken for the meal will count towards rest period calculation. The time taken for each meal begins upon arrival at a restaurant. At the employee's option, the Company shall pay an allowance for any meal which it is required to provide in accordance with the following schedule: (Amended XX/XX/26)*

- 1. Prior To Reporting To Work
 - (i) Meal nearest regular starting time \$ 15.00
 - (ii) Meal nearest midpoint of regular hours \$ 15.00
 - (iii) Meal nearest regular quitting time \$ 20.00
- 2. Meal following dismissal from work \$ 20.00
- 3. Meal missed during a work period \$ 20.00

(c) *Meals Taken upon Dismissal from Work: When a meal is taken at Company expense following dismissal from work, the time allowance therefore shall be one-half hour and the Company shall pay a meal allowance of \$50 for any meal which it is required to provided. (Added XX/XX/26)*

(d) *At the Company's option, sustenance may be provided to employees, pursuant to an agreement between the employee and Company, to continue working without leaving a worksite. In addition to the provided sustenance, the employee will also be entitled to a Meal*

In-Lieu (\$50 and ½ hour pay) in accordance with Section 16.6 (a). (Added XX/XX/26)

(e) ***The foregoing provisions (a, b, c, d) shall not apply to an employee's regular lunch period on a regularly scheduled workday.*** The ***\$50 meal*** allowance referred to above will be paid and taxed on regular bi-weekly paycheck pursuant to Section 15.1. Employees may designate the gross of these payments go to a separate direct deposit account than their primary direct deposit account. Employees who receive a pay check may request a separate check for the gross of their In-Lieu meals. (~~Amended 1/1/91, 1/1/09,~~ ***Amended XX/XX/26***)

(f) ~~(e)~~ "Regular hours", "starting time", "lunch period", and "quitting time" on a nonworkday are the same as those of a workday. (Added 1/1/84)

TITLE 17. OVERTIME

17.1 APPLICABILITY

Sections 17.2 and 17.8, inclusive, and 17.10, apply to regular weekly and probationary employees only. Section 17.11 applies to monthly employees only. **All other sections in title 17 only apply to weekly employees.** (Amended 4/1/00, 6/1/16 ~~XX/XX/26~~)

17.5 EQUAL DISTRIBUTION

Overtime work shall be distributed among employees in the same classification and in the same location as equally as is practicable. The Company will post accumulative overtime worked for each person each month. (Amended 1/1/84)

For purposes of equitable distribution of overtime, Engineering Estimator and Senior Engineering Estimator are considered one classification. (Added 1/1/12.)

Employees providing additional help to another headquarters should not work higher levels of pre-arranged overtime than the employees at the headquarters where the work exists.

In managing overtime levels, the intent is not to overtax employees at other headquarters.

Temporary assignments to another headquarters: When an employee is temporarily assigned to another headquarters, the employee should participate in distribution of pre-arranged overtime at that assigned headquarters. In such instances, the employee:

- a. is no longer entitled to participate in pre-arranged overtime distribution at his/her regular headquarters;***
- b. comes under the direction of a supervisor at the temporary headquarters.***

(Amended XX/XX/26)

17.6 TWO HOUR MINIMUM — ~~WORKDAYS~~ (Amended XX/XX/26)

When employees are required to report for work on workdays outside of their regular work hours, they shall be paid overtime compensation for not less than two hours including travel time in connection therewith, provided, however, that if they continue to work into or beyond regular work hours, they shall be paid overtime compensation only for travel time from their homes and for actual work time up to regular work hours, unless the provisions of Section 17.8 are applicable.

When employees are required to report for work on nonworkdays, or on holidays, they shall be paid overtime compensation for not less than two hours including travel time in connection therewith. (Added XX/XX/26)

If an employee is arranged to work for storm or other emergency response outside of normal work hours, and such work is not cancelled before the end of work on the previous day, they shall be paid overtime compensation for not less than two hours. (Added XX/XX/26)

17.7 ~~TWO HOUR MINIMUM — NONWORKDAYS~~ (Deleted XX/XX/26)

~~When employees are required to report for work on nonworkdays or on holidays, they shall be paid overtime compensation for not less than two hours including travel time in connection therewith.~~

17.9 PREARRANGED OVERTIME - DIVISIONS AND GENERAL OFFICE

The Union and the Company agree that the prearranging of employees to work specific assigned overtime hours to render continuous public utility service in the anticipation of an emergency event is consistent with the parties' mutual obligation of Title 2.1 of this Agreement. The intent of the parties will be applied in a manner consistent with this understanding when negotiating an arranging system for emergency duty and will include mandatory assignments should there be insufficient volunteers. (Added X/XX/XX)

When, at the request of the supervisor in charge, an employee reports for prearranged work (1) on workdays outside of *their* regular work hours, *they* shall be paid overtime compensation for actual work time, and travel time in connection therewith provided, however, that if any such employee continues to work into or beyond *their* regular work hours, *they* shall be paid overtime compensation only for travel time from *their* home and for actual work time up to *their* regular work hours unless the provisions of Section 17.8 are applicable; (2) on nonworkday or on holidays, *they* shall be paid overtime compensation for actual work time and for travel time in connection therewith. For the purpose of this Section, prearranged work is deemed to be work for which advance notice has been given by the end of *their* preceding work period on a workday. (Added 8/1/66)

17.11 OVERTIME FOR MONTHLY EMPLOYEES (EFFECTIVE 6/1/16)

The Union and the Company agree that the prearranging of employees to work specific assigned overtime hours to render continuous public utility service in the anticipation of an emergency event is consistent with the parties' mutual obligation of Title 2.1 of this Agreement. The intent of the parties will be applied in a manner consistent with this understanding when negotiating an arranging system for emergency duty and will include mandatory assignments should there be insufficient volunteers. (Added X/XX/26)

Monthly employees will be eligible for compensation at the straight-time rate of pay for work beyond normal work schedules, subject to the conditions contained below:

(a) Employee receives prior authorization from a supervisor, manager or director within the department to work beyond normal daily work schedule or on a non-workday ***or on a holiday*** to meet critical work requirements, including time worked by telecommuting or remote access or on Regular Days Off associated with Alternative Work Schedules. ***(Amended XX/XX/26)***

(b) Employee works at least one hour beyond the normal daily work schedule, or works on a non-workday ***or on a holiday***. On normal workdays, only the time beyond the initial one hour beyond the normal work schedule will be compensated. On non-workdays ***or on a holiday***, all time worked will be compensated. ***(Amended XX/XX/26)***

(c) Employee is not eligible for any other type of special incentive to offset additional time worked.

Note that some additional provisions may be found in Exhibit D working conditions for certain groups of monthly employees.

TITLE 21.

JOB BIDDING, PROMOTION AND TRANSFER

21.1 BIDDING PROCEDURES AND TIMELINESS (*Pre-Bid*) (*Amended XX/XX/26*)

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, **21.3 or 21.6**. ~~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.~~ (*Amended XX/XX/26*)

(a) **Time Limits:** Any regular employee of the Company entitled to preferential consideration under Section 21.2, **21.3, or 21.6** may submit, via the on-line bidding system, a pre-bid on any existing job classification and headquarters for which they **desire** consideration. The date of receipt will be the date the bid is submitted and accepted by the on-line bidding system. The Company need not consider any pre-bid which was received by the Company on or after the control date which is the date the fully authorized job ~~vacancy~~ **requisition report** was received by the Centralized Job Bidding Team (CJBT) to fill a job vacancy in the classification and headquarters on which the pre-bid was made. Only those pre-bids valid prior to the control date on the job vacancy report will be considered to fill such vacancy. ~~Subsequent pre-bids may be considered only after that list has been exhausted. After two lists have been exhausted, Company may fill the job at its discretion under the provisions of Section 21.4.~~ Company, without rejecting the bid, will notify via e-mail an employee who submits a pre-bid, hereunder, of any known reason which might preclude their filling the classification on which they have pre-bid, including information regarding testing programs which must be completed. Information on whether an employee has completed such programs is available in About ~~Me You~~ on the Company's Human Resources web site. (*Amended 6/4/03, 4/1/09 XX/XX/26*)

(b) **Cancellation of Pre-Bids:** Pre-bids are valid for a period of one year from the date of receipt or until such time as the employee changes classification and/or headquarters or until such time as the employee rejects an appointment to the classification and headquarters on which the pre-bid was made. The Company will notify an employee of the cancellation of the employee's pre-bids as indicated below. Cancellation shall be effective as follows:

(1) at the expiration of one year from the date of the pre-bid, ~~and after 15 calendar days advance notice from the Company,~~ (*Amended XX/XX/26*)

(2) immediately upon the employee's declining an appointment to the classification and headquarters on which the pre-bid was submitted (*Amended 1/1/09*)

(3) immediately after an employee's change of headquarters or classification (*Amended 1/1/09*)

~~(4) (Deleted 1/1/09)~~

(4) immediately upon receipt of authorization from an employee to cancel a pre-bid,

or

(5) upon receipt of authorization from the CJBT to cancel pre-bids because a job is deleted from the directory or an employee improperly designates rights, as provided in Subsection 22.3(c), with notification to the employee by the CJBT of such cancellation. In the latter cases, the employee's pre-bid will be given appropriate consideration for 15 calendar days from the time the CJBT notifies the employee of such cancellation. Amended 4/4/09 (**Amended XX/XX/26**)

(c) **New Job At Headquarters:** The Company shall post **any new job at the headquarters on the intranet every Wednesday as soon as such jobs are authorized to be filled.** ~~electronic bulletin boards a notice describing all new classifications at existing headquarters or any job at a new headquarters in the Company, every Wednesday, as soon as such jobs are authorized to be filled.~~ Such notice shall remain posted for not less than 8 days. If no bids are received 8 days after the date shown on the notice, or after two lists have been exhausted, Company may fill the job at its discretion. ~~under the provisions of Section 21.4.~~ (Amended 6/1/03, 1/1/09 (**Amended XX/XX/26**))

(d) **Forfeiture:** An employee who is the senior qualified bidder to more than one vacancy, which is currently being filled, shall be given the option of accepting the classification and headquarters desired. If an employee is the senior qualified bidder for a job vacancy and turns down a bona fide offer for such vacancy, such employee's pre-bid ~~or transfer~~ application on such vacancy shall be canceled. Such employee's pre-bid ~~or transfer~~ application to such classification and headquarters need not be considered for a period of six months. **Employees with preferential bidding rights under Title 22 shall not be subjected to the provisions of this Section.** (Amended XX/XX/26)

(e) **Accepting Job Offer:** An employee will be expected to provide a response by the next business day if they accept a position that will not result in the employee needing to relocate their residence.

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

An employee who is scheduled to go on vacation is encouraged to voluntarily leave a phone number with their supervisor on where they can be reached if a job offer is extended. As an alternative, an employee may voluntarily leave their supervisor a prioritized list of vacancies they will accept if offered a position.

This list will expire after the vacation period is ended. In no case will an employee be bypassed for an offer due to being on vacation. The aforementioned timelines will also apply to the filling of beginning classifications. (Added 6/1/03)

(f) **Resume Request:** For all monthly classifications, and for any agreed-upon hourly classifications requiring a specific degree and/or certificate, an employee will be notified at the time their bid is submitted that their resume and/or other information is required and of the Company's procedure to provide the required information. The resume and any other necessary documents must be on file with the Company no later than the control date. (Added 8/1/16)

(g) Bidding Restrictions: An employee who accepts a job offer to a beginning level classification as outlined in Exhibit A will not be eligible to submit bids nor have bids considered for one (1) year after reporting for the new job, except for promotion to a higher classification or exercising rights pursuant to Subsection 22.3(2)(c). (Added XX/XX/26)

(h) Report Dates: Employees who have accepted a job offer should be afforded the opportunity to report to the new position and headquarters as soon as possible. However, the loss of skilled employees at a headquarters can seriously erode service levels and create increased workloads for remaining employees. The Company will attempt to balance these competing needs, and shall release employees as soon as possible within ten (10) business days following the job award. Should the date of release need to be extended beyond this time period, the sending leader will meet with the employee to inform them of the intent to keep the employee on a temporary work assignment and the anticipated date of release to their new position. However, on the 11th business day following the job offer acceptance, the employee, whether they have been released or not, will be deemed to have reported to the new position and headquarters, and they shall be eligible for any change in pay warranted from the new position, or expense treatment as a result of the new headquarters. The employee will not be eligible to rescind their acceptance of the new position after their report date regardless of if they have been deemed to have reported or if they actually have been released from their prior position and reported. (Added XX/XX/26)

(i) Bid Status: An employee's status as to their bidding unit, classification, wage rate, qualifications, etc., shall be determined as of the date stamped on the job vacancy report. (Added XX/XX/26)

(j) Posting of Job Awards: At least once each month, and within an interval of not more than 31 days, the Company shall post on the intranet, a list of all job awards made through bidding since the last list was posted. Such list will include the job vacancy number (where appropriate), classifications and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. (Added XX/XX/26)

Planned Substitution: The parties recognize that the Company plans to implement changes to the bidding process through the Propel project. The parties agree that the following provisions will replace the existing language in Title 21.1 in their entirety when the parties agree the appropriate technology exists to allow implementation of those bidding changes. The parties will discuss new material and substantial impacts of that technology on the bidding process prior to implementation. The existing provisions of Title 21.1 (pre-bid) apply until implementation of that technology. (Added XX/XX/26)

21.1 BIDDING PROCEDURES AND TIMELINESS (Post-Bid) (Added XX/XX/26)

When a vacancy occurs in any job classification listed in Exhibit A, excluding 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, 21.3 or 21.6. (Added XX/XX/26)

The procedures described herein aim to ensure transparency, fairness, and accessibility for all eligible employees. The process applies exclusively to positions that are open for bidding or vacancies and does not include roles filled through automatic progression or advancement. (Added XX/XX/26)

(a) Job Posting Schedule: Union-represented job postings are released weekly, specifically on Wednesdays. Each posting remains open for a period of seven (7) calendar days. This posting period is designed to provide employees with ample time to review available opportunities and submit their bids accordingly. (Added XX/XX/26)

- a. Postings are published on Wednesdays.
- b. Each posting is open for seven (7) calendar days.
- c. No postings will have a duration shorter than the minimum period.

(b) Bid Submission Procedure: Employees interested in bidding on available union-represented positions must submit their bids online during the designated posting period. All bids must be received by the official closing date specified in the job posting. It shall be the individual employee's responsibility to learn of the posting and submit a bid via the online bidding system. (Added XX/XX/26)

- a. Review job postings released on Wednesdays via the designated online portal.
- b. Submit your bid for desired positions during the seven-day posting window.
- c. Ensure that your bid is completed and submitted before the closing date and time listed in the posting.
- d. Late submissions will not be considered under any circumstances.
- e. If the job requires testing, test requests must be on file as of the control date.
- f. Submit required resumes online with your bid.

(c) Control Date Definition: The control date is defined as the date on which the job posting period ends. This date serves as the official deadline for submitting bids and is used to determine eligibility for consideration. Bids received after the control date will not be accepted. (Added XX/XX/26)

(d) Prioritization and Selection Process: The prioritization and selection procedures for evaluating candidates are contained within Title 21.2, 21.3, 21.6. All bids submitted within the posting period will be assessed according to established rules and criteria within these sections. No modifications to the selection methodology is implied by section 21.1 (Added XX/XX/26)

(e) Automatic Progression Exclusion: Positions that are filled through automatic progression are excluded from the bidding process outlined within 21.1. Employees eligible for automatic progression into a role shall not be required to submit a bid and will not be considered through this mechanism. (Added XX/XX/26)

(f) Individual Responsibilities: It is the responsibility of each employee to monitor job postings, review available opportunities, and submit bids online within the designated time frame. Employees are encouraged to regularly check the portal for new postings and ensure timely submission of their bids to be considered for available positions. (Added XX/XX/26)

- a. Stay informed about job postings and deadlines.
- b. Submit bids online during the seven-day posting period.
- c. Verify that bids are received before the closing date and time.
- d. Ensure test requests are on file prior to the control date (if needed).
- e. Provide resumes for applicable jobs at the time of bid submission.

(g) Access to Postings when network access has been temporarily disabled: The company shall provide means of accessing job postings to employees if their network access is temporarily disabled. Only employees who can return to work within ten (10) business days of the control date shall be eligible for job award. (Added XX/XX/26)

(h) Accepting Job Offer:

(1) An employee will be expected to provide a response by the next business day if they accept a position that will not result in the employee needing to relocate their residence. (Added XX/XX/26)

(2) An employee will be expected to reply within 48 hours of receiving a job offer request when accepting the offered position will result in the employee needing to relocate their residence. Under certain circumstances of hardship or operational needs, the supervisor offering the position may grant up to 72 hours for the employee to respond. Further, based on operational needs, an employee may be granted the use of a floating holiday or vacation day to assist in determining whether or not to accept a job offer. Failure to respond in the aforementioned time frame will cause the employee's bid to forfeit. (Added XX/XX/26)

(3) Employees who accept a job offer award shall have all other outstanding bids considered to be withdrawn. (Added XX/XX/26)

(i) Bidding Restrictions: An employee who accepts a job offer to a beginning level classification as outlined in Exhibit A will be ineligible to submit bids or have bids considered for one (1) year after reporting for the new job, except for promotion to a higher classification or exercising rights pursuant to Subsection 22.3(2)(c). (Added XX/XX/26)

(j) Report Dates: employees who have accepted a job offer should be afforded the opportunity to report to the new position and headquarters as soon as possible. However, the loss of skilled employees at a headquarters can seriously erode service levels and create increased workloads for remaining employees. The Company will attempt to balance these competing needs, and shall release employees as soon as possible within 10 business days following the job award. Should the date of release need to be extended beyond this time period, the sending leader will meet with the employee to inform them of the intent to keep the employee on a temporary work assignment and the anticipated date of release to their new position. However, on the eleventh business day following the job offer acceptance, the employee, whether they have been released or not, will be deemed to have reported to the new position and headquarters, and they shall be eligible for any change in pay warranted from the new position, or expense treatment as a result of the new headquarters. The employee will not be eligible to rescind their acceptance of the new position after their report date regardless of if they have been deemed to have reported or if they actually have been released from their prior position and reported. (Added XX/XX/26)

(k) Bid Status: An employee's status as to their bidding unit, classification, wage rate, qualifications, etc., shall be determined as of the control date of job posting. (Added XX/XX/26)

(l) Posting of Job Awards: At least once each month, and within an interval of not more than 31 days, the Company shall post on the intranet, a list of all job awards made through bidding since the last list was posted. Such list will include the job vacancy number (where appropriate), classifications and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. (Added XX/XX/26)

21.2 SEQUENCE OF CONSIDERATION FOR BIDDING WEEKLY PAID POSITIONS (Amended XX/XX/26)

Weekly Paid Vacancies: In making assignments to weekly vacancies, pursuant to 21.2(c), (d), (e), and (f), the ~~The~~ Company will give consideration to an employee's bid provided they are

performing the duties of their present classification in a satisfactory manner and they are qualified to perform the duties of the vacant classification. Company's selection of an employee shall be on the basis of the employee's ability and personal qualifications. If it is determined that the ability and personal qualifications of two or more qualified employees who are entitled to consideration under this Section are relatively equal, the Company shall further consider such employees and select that employee who has the greatest Service. (Amended 4/4/09 ~~XX/XX/26~~)

All Distribution Design Engineer, Senior Engineering Estimator, Senior New Business Rep, Senior Mapping Technician, and Senior Land Technician and Scheduler vacancies will be held open for bidding, in accordance with Section 21.2 before it may be downgraded to Engineering Estimator, Mapping Technician, Land Technician or Scheduler-in-Training, respectively. (Added XX/XX/26)

In the implementation of Title 22, the parties may agree to a process different than outlined in Title 21.2 (Added XX/XX/26)

Preferential consideration of such bids by regular employees shall be given in the following sequence:

(a) bid made by an employee who is entitled to preferential consideration under Section 22.3(c),

(b) bid made by a full-time employee ~~who is in the same bidding unit where the vacancy occurs, is in the same~~ **in Exhibit A who is in a next lower** classification or higher classification, and type of work or activity as that ~~in the headquarters where~~ **in the headquarters where** which the vacancy ~~exists and who is engaged in the same type of work or activity as that in which the vacancy exist.~~ occurs and has filed a pre-bid to the location of the vacancy. (Amended XX/XX/26)

(c) bid made by a full-time employee ~~in the unit described in Exhibit A who is in~~ **same** a next lower classification **or higher classification** in the bidding unit and department where the vacancy exists and who is engaged in the same type of work or activity as that in which the vacancy exists. ~~as that in which the vacancy occurs.~~ (Amended XX/XX/26)

~~Note: All Senior Engineering Estimator, Senior Mapping Technician, and Senior Land Technician and Scheduler vacancies will be held open for bidding, in accordance with Section 21.2. Of those jobs not filled under 21.2(a) or (b), every other one will be subject to the provisions of Subsection 21.2(d) before it may be downgraded to Engineering Estimator, Mapping Technician, Land Technician or Scheduler in Training, respectively. (Amended 1/1/09, 7/7/14, 1/1/16)~~

(d) ~~B~~**bid** made by any other ~~an~~ employee including part-time employees in the unit described in Exhibit A who is in **a next lower classification of the vacancy.** the same or higher classification and who is engaged in the same type of work or activity as that in which the vacancy exists or who has held the vacant classification within the last three years and passed a promotional examination. (Amended 4/4/88 ~~XX/XX/26~~)

~~(e) Any other employee in the unit described in Exhibit A who has bid the classification, and who is in the next lower classification and engaged in the same type of work or activity as that in which the vacancy exists.~~

~~(f) Employees in the unit described in Exhibit A who are engaged in the same type of work or activity as that in which the vacancy exists.~~

~~(g)~~ (e) Any other employee in the unit described in Exhibit A who has bid the

classification-

~~(h)~~ **(f)** If a vacancy is not filled as provided in Subsections (a), (b), (c), (d), (e), **then the Company may fill it at its discretion.** ~~(f), or (g) the Company shall then consider any other employee in the Company who has bid to the classification.~~ **(Amended XX/XX/26)**

~~(i)~~ **(g)** In the event a conflict arises as to seniority between two or more employees whose seniority date is the same, **each employee will have a random number assigned. The employee with the lower number is deemed to have the greater seniority.** ~~the following will be the sequence of consideration for the purpose of a tie breaker between employees hired before January 1, 2015:~~ **(Amended XX/XX/26)**

Weekly Classifications Subject to Joint Interview Process: The provisions of Section 21.8 (Joint Selection Process) are applicable to the below listed classifications and apply to all bid priorities after (a) bidders: (Added XX/XX/26)

- **Chief of Party, Land Agent, Lead Land Technician**
- **Sr. EGI Business Analyst, Sr. EGI Contract Manager, Sr. EGI Interconnection Manager**
- **Senior Power Generation Technical Assistant**
- **Rule 20A Program Liaison**
- **Senior Design Engineer, Senior Engineering Assistant**
- **Industrial Power Engineer**
- **Sr. Permit Facilitator**
- **Senior Distribution Design Engineer**

~~(1) any prior regular Service as a Company employee shall be taken into consideration and the employee whose prior Service is greater shall be deemed to have the greater seniority. Note: Per Section 13.7, service as a temporary or hiring hall employee does not apply.~~

~~(2) each employee will have a random number assignment. The employee with the lower number is deemed to have the greater seniority.~~

~~(3) for employees hired on or after January 1, 2015, whose hire date is the same, a random number will be assigned to determine the seniority tie breaker. The employee with the lower number is deemed to have the greater seniority.~~

~~In the implementation of Title 22, the parties may agree to a process different than the above.~~
~~(Amended 1/14/15)~~

21.3 FILLING BEGINNING WEEKLY CLASSIFICATIONS BIDDING UNITS(Amended XX/XX/26)

1. BAY REGION

Diable Division
East Bay Division
North Bay Division Peninsula Division
San Francisco Division

2. MISSION TRAIL REGION

Central Coast Division
De Anza Division
Los Padres Division
Mission Division
San Jose Division

3. ——— NORTHERN REGION

North Coast Division
North Valley Division
Sacramento Division
Sierra Division

4. ——— SAN JOAQUIN VALLEY REGION

Fresno Division
Kern Division
Stockton Division
Yosemite Division

5. ——— GAS SERVICES AND OPERATIONS

Northern Gas Operations
Southern Gas Operations

6. ——— APPLIED TECHNOLOGY SERVICES

Research & Development

7. ——— G.O. (Drafting, Design, and Misc. Classifications)

CES (G.O. and Regions)
Corporate Services (G.O. and remote locations)
Electric Supply (G.O. and remote locations)
Nuclear Power Generation (G.O. and remote locations)
Gas Supply

8. ——— POWER PLANTS

Diablo Canyon Geysers
Hunters Point/Potrero Kern
Morro Bay Moss Landing
Pittsburg/Contra Costa

9. ——— GENERAL CONSTRUCTION

- Area 1 ——— San Francisco and Peninsula
- Area 2 ——— Diablo, East Bay, and Mission
- Area 3 ——— Central Coast, De Anza, and San Jose

- Area 4 — Fresno, Kern, and Los Padres
- Area 5 — Stockton and Yosemite
- Area 6 — Sierra, Sacramento, and North Valley
- Area 7 — North Bay and North Coast

(Amended 8/1/16)

~~Note: Exhibits K and L provide additional information and definition of bidding and transfer rights in Field Construction classifications and Design Drafting. (Added 1/1/91)~~

(a) Whenever the Company intends to fill a beginning weekly classification, the Company shall give preferential consideration pursuant to Subsection 22.3(c) to regular employees who have submitted a transfer. (Added XX/XX/26)

(b) If not filled pursuant to 21.3(a), then the Company will fill beginning vacancies in the following manner: (Added XX/XX/26)

(1) The filling of the vacancy in a classification at a headquarters shall be filled by either following 21.1 or unrestricted appointment. The vacancy shall be filled in the alternative method from how the last vacancy in the same classification and headquarters was filled. The next succeeding vacancy following one filled via 21.1 may be filled by unrestricted appointment. Any vacancy may be filled by unrestricted appointment when no bids have been submitted following 21.1 (Added XX/XX/26)

(2) Attached hereto, made a part hereof and marked Exhibit A III, is a list of such beginning classifications. (Added XX/XX/26)

(d) The Company's selection of an applicant shall be on the basis of their ability and personal qualifications. If it is determined that the ability and personal qualifications of two or more employees who are entitled to consideration under the provisions of this Section are relatively equal, the Company shall further consider such employees and select that employee who has the greatest Service in the following sequence: (Added XX/XX/26)

- (1) an employee in the bidding unit where the vacancy exists,
- (2) any other employee.
- (3) Employees who enter the Estimator or Scheduler-in-Training classification will be allowed only one transfer (lateral movement) until such time the employee progresses to the Sr. Estimator or Scheduler classification. This change will be implemented January 1, 2010.

(e) The provisions of this Subsection shall be applicable to a beginning classification in a line of progression at a headquarters. However, the provisions of this Subsection shall not be applicable to an employee: with less than one year of service; or who has passed a promotional examination or completed a negotiated training program, that provides for automatic progression to a classification higher than a beginning level position in that line of progression, unless such employee is exercising rights pursuant to

Subsection 22.3(2)(c). (Added XX/XX/26)

(f) Notwithstanding the foregoing, the Company may nevertheless reject the bid submission of any such employee who does not possess the ability to perform the duties of such classification. (Added XX/XX/26)

(g) Upon request, but not more often than once each calendar quarter, the Company shall provide the Union information on beginning job vacancies that have been filled the previous quarter as follows: (Added XX/XX/26)

(1) Name of Individual, Social Security Number, Employment Date, and Classification,

(2) Classification of Vacancy Filled,

(3) Department and Headquarters of Vacancy Filled,

(4) Date Vacancy Filled,

(5) show whether vacancy is filled by transfer, unrestricted appointment or unrestricted appointment no transfer on file.

21.4 ~~QUALIFICATIONS APPOINTMENT TO VACANCY~~ (Amended XX/XX/26)

(a) In making an appointment to fill a job vacancy in a classification involving personal contact by the employee with the public or a classification in which an employee must exercise supervisory duties, the Company shall consider bids of employees submitted as herein provided, but the Company may nevertheless make an appointment to fill such vacancy on the basis of ability and personal qualifications. (Added XX/XX/26)

(b) Notwithstanding anything contained in this Title, 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, they will not be reexamined on the same subject matter. (Added XX/XX/26)

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. (Added XX/XX/26)

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 XX/XX/26)

(c) Internship experience prior to obtaining a degree will not be considered as relevant experience for classifications requiring a degree. (Added XX/XX/26)

(a) — If a vacancy is not filled as provided for in Section 21.2 or 21.17, the Company may fill it at its discretion. (Amended 8/1/63, 8/1/66, 7/1/72, 8/1/16)

(b) — When hiring external candidates to fill vacancies in monthly classifications, the

~~company may offer the management relocation program, signing bonus, and additional vacation to new hires. (Added 1/1/2012)~~

**21.5 ADVANCEMENT IN MONTHLY LINES OF PROGRESSION EMPLOYEE'S BID STATUS
(Amended XX/XX/26)**

The following provisions apply to all monthly lines of progression, except those noted as exceptions below or if outlined differently within Exhibit D. Minimum years of experience means either relevant Company or external experience, or any combination thereof. (Added XX/XX/26)

(a) Advancement from Associate to Journey: monthly Associates who meet the requirements for advancement to Journey and are performing satisfactorily in their current classification shall advance to Journey upon reaching the minimum qualifications in the job description for Journey. (Added XX/XX/26)

(b) Advancement from Journey to Senior: Provided that the Company determines that an operational need exists in the Line of Progression. Journey level monthly employees who are performing satisfactorily in their current classification may be advanced to the next level upon reaching the minimum qualifications in the job description for that level. (Added XX/XX/26)

If, when the Company determines operational need exists for advancement and more than one Journey level monthly employee is qualified to advance as set forth above, the Company shall select the employee whose ability and qualification make them most qualified for the job. If ability and personal qualifications are substantially equal, seniority shall prevail. (Added XX/XX/26)

(c) Advancement to classifications above Senior: Employees who are performing satisfactorily in their current classification may be advanced to the next level upon reaching the minimum qualifications in the job description for that level at the discretion of the company. (Added XX/XX/26)

(d) Promotional Consideration: an eligible employee may request special consideration for promotion no more than once every other calendar year, when an operational need does not exist. The question of whether such a promotion is appropriate shall be considered by a joint evaluation panel. The panel will provide feedback on the results of the interview. If the joint evaluation panel is deadlocked, the Company shall break the tie. The oversight committee will also work to keep promotional consideration processes efficient and standard across the Company. (Added XX/XX/26)

(e) Exceptions: In the following lines of progression advancement to Senior is based upon meeting minimum requirements and satisfactory performance (see Exhibit D or Appendix 1 for details): (Added XX/XX/26)

- 1. Land Planner*
- 2. Right of Way Agent*
- 3. Project Surveyor*
- 4. GIS Analyst*
- 5. Project Controls Analyst*
- 6. Hydro Analyst*

~~An employee's status as to their bidding unit, classification, wage rate, qualifications, etc., shall be determined as of the date stamped on the job vacancy report.~~

21.6 PREFERENCE AND FILLING OF MONTHLY VACANCIES QUALIFICATIONS (Amended XX/XX/26)

Vacancies in monthly classifications occur after any advancement has occurred in the Line of Progression per Section 21.5 (Advancement in Monthly Lines of Progression). The following provisions apply to all monthly lines of progression unless outlined differently within Exhibit D. (Added XX/XX/26)

At the Company's discretion, monthly vacancies for journey level and above may be filled at a work location selected by the employee from a management designated list of headquarters. (Added XX/XX/26)

In making assignments to monthly vacancies the Company will first give consideration to employees who have submitted a bid in accordance with 21.1, provided they are performing the duties of their present classification in a satisfactory manner and they are qualified to perform the duties of the vacant classification. The Company's selection of an employee shall be on the basis of the employee's ability and personal qualifications. Consideration will be given in the following sequence: (Added XX/XX/26)

(a) Displaced employee pursuant to the provisions of 22.3(c) who had held the classification or higher classification in the Line of Progression. (Added XX/XX/26)

(b) Employee in the same classification, and discipline, as the current vacancy, and who wishes to change locations, and who submits a bid in accordance with 21.1. In the event that there are two or more employees in the category to be considered, the Company shall select the employee whose ability and personal qualifications make them most qualified for the job. If ability and personal qualifications are substantially equal, seniority shall prevail. (Added XX/XX/26)

(c) If no employees in the above categories express an interest in the position, all vacancy positions listed below will be filled via a joint selection panel review as outlined in Section 21.8 (Joint Selection Process) and with the following additional restrictions: (Added XX/XX/26)

Vacancies for Beginning Level Classifications: Alternating vacancies will be held open for only ESC-represented employees with at least one year of service who submitted a bid in accordance with 21.1 will be considered. If there are no qualified ESC-represented employees, or the selection board determines that the ESC-represented bidders are not qualified for the position, the position will then be filled as an unrestricted appointment. (Added XX/XX/26)

Vacancies for Consulting/Advising, Expert and Principal, and Senior Project Manager (Gas and Electric Only): Only an employee in the next lower classification in the Line of Progression who submits a bid in accordance with 21.1 will be considered. If there are no employees in the next lower classification who submit a bid, other ESC-represented employees and additional candidates from outside the unit who meet the minimum qualifications for the position will be considered. (Added XX/XX/26)

Vacancies Mid-Level Classifications: Mid-level positions are those not specifically articulated above. Alternating vacancies will be held open for only ESC-represented candidates. If there are no ESC-represented bidders, or the selection board determines that the ESC-represented bidders are not qualified for the position, additional candidates from outside the bargaining unit may be considered. For the remaining alternating vacancies in these classifications, the Company may consider additional candidates from outside the bargaining unit. (Added XX/XX/26)

(a) — In making an appointment to fill a job vacancy in a classification involving personal

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

~~(b) Notwithstanding anything contained in this Title, 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, they 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.~~

~~(c) Internship experience prior to obtaining a degree will not be considered as relevant experience for classifications requiring a degree. (Added 1/1/16) (Deleted XX/XX/26)~~

21.7 APPOINTMENT TO TEMPORARY VACANCIES

(a) In the filling of temporary vacancies of less than two weeks, the Company shall consider employees at the headquarters where the vacancy exists ~~with a bid or transfer on file in the order of their preference under~~ **whichever Title 21** Section 21.2, 21.13, 21.15 21.16, or 21.17 ~~whichever is applicable.~~ (Amended 1/1/16 ~~XX/XX/26~~)

- 1) For 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. **(Amended XX/XX/26)**
- 2) Employees shall be considered in respect to the full requirements of the classification, giving preference, where practicable, to those who have met **any testing** ~~the examination~~ requirements. **(Amended XX/XX/26)**
- 3) In making assignments to temporary vacancies in monthly classifications, the Company shall select the employee whose ability and personal qualifications make them most qualified for the job. If ability and personal qualifications are substantially equal, seniority shall prevail. (Amended 1/1/2012)

(b) For temporary upgrades of 2 weeks or more, Company will **post these opportunities in accordance with 21.1 and** consider individuals ~~who have bids on file for the classification, and~~ who are within a commutable distance (45 minutes or 30 miles from their present residence), first considering employees by seniority within the bid unit and then those outside the bid unit. This applies to upgrades only. Employees in the same classification will only be considered if there are no eligible bidders as described above and at Company discretion. For temporary upgrades to monthly positions, the Company shall select the employee whose ability

and personal qualifications make them most qualified for the job. If ability and personal qualifications are substantially equal, seniority shall prevail. (Amended 4/1/2012, 1/1/16, XX/XX/26)

21.8 JOINT SELECTION PROCESS LINES OF PROGRESSION ADJUSTMENTS (Amended XX/XX/26)

The joint selection process is described below. Notwithstanding the outlined process, the Company may select candidates if no ESC represented employee has expressed interest for consideration through the bidding system. Further, the Company retains the exclusive right to identify external candidates for interview. (Added XX/XX/26)

- (a) Joint Selection Panels will be comprised of 2 representatives appointed by the Company and two employees from the appropriate organization and job classifications who are appointed by the Union. By mutual agreement, the number of employees may be changed and/or non-voting members added to a panel. (Added XX/XX/26)*
- (b) The panel shall jointly interview applicants, using jointly developed job qualifications and interview questions. If the selection board decides there are too many applicants to interview for a particular opening, it will decide which applicants to interview by screening applications against the selection criteria and will notify ESC-represented applicants that it screens out of why they were not selected for interview. Resumes of all ESC-represented candidates must be considered by the Panel and can only be screened out by the Panel, but the Company may pre-screen out any non-ESC-represented candidates. (Amended 8/1/16) (Added XX/XX/26)*
- (c) The panel shall evaluate and select the most qualified candidate based upon the selection criteria, interview performance and, for PG&E employees, performance and seniority; although the panel will not consider performance ratings from the PMP system or SAP. To the extent that the panel cannot agree on which candidate is most qualified and the candidates possess substantially equal qualifications, the candidate with the most time in grade will be selected. If both candidates have the same amount of time in grade, the candidate with the most company seniority will be selected. (Added XX/XX/26)*
- (d) All internal candidates will receive feedback on the results of the interview. (Added XX/XX/26)*
- (e) Union will provide company Union's interview and selection decision notes for files. (Added XX/XX/26)*
- (f) Relevance of prior PG&E and/or Industry experience for future advancement shall be documented by the panel at the time of selection. Internship experience prior to obtaining a degree will not be considered as relevant experience for classifications requiring a degree. (Added XX/XX/26)*
- (g) The Company and Union will establish a Joint Selection Process Oversight Committee. This committee will meet as needed and will review questions from interview panels and work to keep selection panel processes efficient and standard across the Company. (Added XX/XX/26)*
- (h) Interviews for multiple openings. By unanimous agreement amongst the joint selection panel members, the panel may interview one set of candidates for multiple job openings*

occurring close together in time, or may use the results of one set of interviews to fill a second vacancy that occurs close in time to the first set of interviews. (Added XX/XX/26)

- (i) In all cases, applicants must meet minimum qualifications in order to be considered by the selection board. (Added XX/XX/26)*
- (j) In all monthly vacancies, any candidate due preferential consideration under the provisions of 22.3(c) will be accorded preference by the joint selection panel. This means that in the event their ability and personal qualifications are substantially equal to another candidate, the candidate with 22.3(c) rights will be selected. (Added XX/XX/26)*

~~Upon written agreement thereon by the Company and the Union, Lines of Progression between regular classifications may be established and adjusted.~~

21.9 BIDDING UNITS PROVISION OF SUBSTITUTION (Amended XX/XX/26)

- 1. NORTH COAST REGION**
 - a. Humboldt Division*
 - b. North Bay Division*
 - c. Sonoma Division*
- 2. BAY AREA REGION**
 - a. Diablo Division*
 - b. East Bay Division*
 - c. Mission Division*
 - d. Peninsula Division*
 - e. San Francisco*
- 3. SOUTH BAY AND CENTRAL COAST REGION**
 - a. Central Coast Division*
 - b. De Anza Division*
 - c. Los Padres Division*
 - d. San Jose Division*
- 4. NORTH VALLEY AND SIERRA REGION**
 - a. North Valley Division*
 - b. Sacramento Division*
 - c. Sierra Division*
- 5. CENTRAL VALLEY REGION**
 - a. Fresno Division*
 - b. Kern Division*
 - c. Stockton Division*
 - d. Yosemite Division*
- 6. GAS SERVICES AND OPERATIONS**
 - a. Northern Gas Operations*
 - b. Southern Gas Operations*
- 7. APPLIED TECHNOLOGY SERVICES**
 - a. Research & Development*
- 8. G.O. (Drafting, Design, and Misc. Classifications)**
 - a. Electric Engineering*
 - b. Gas Engineering*

- c. *Materials*
- d. *Project Engineering*

9. **POWER PLANTS**

- a. *Diablo Canyon*

10. **GENERAL CONSTRUCTION & PER DIEM GEOGRAPHIC AREAS**

- a. *North Coast Region*
- b. *North Valley & Sierra Region*
- c. *Bay Area Region*
- d. *South Bay & Central Coast Region*
- e. *Central Valley Region*

(Added XX/XX/26)

~~By written agreement between the Company and the Union, other provisions may be substituted for provisions of this Title. (Deleted XX/XX/26)~~

~~21.10 FILLING WEEKLY CLASSIFICATIONS SUBJECT TO JOINT INTERVIEW PROCESS (EFFECTIVE 6/15/21)~~

~~The following provisions are applicable to the below listed classifications:~~

- ~~• Chief of Party, Land Agent, Lead Land Technician~~
- ~~• EGI Account Representative, EGI Business Analyst, EGI Contract Manager, EGI Interconnection Manager, Sr. EGI Business Analyst, Sr. EGI Contract Manager, Sr. EGI Interconnection Manager~~
- ~~• Environmental Technical Assistant, Senior Environmental Technical Assistant~~
- ~~• Power Generation Technical Assistant, Senior Power Generation Technical Assistant~~
- ~~• Rule 20A Program Liaison~~
- ~~• Senior Design Engineer~~
- ~~• Industrial Power Engineer~~

~~The provisions of 21.10 will not supersede any specific language governing advancement in the applicable section of Exhibit D.~~

~~In general, the process of Section 21.2 will apply to these positions. However, for promotions to these classifications under Subsections 21.2(c), (e), (f), (g) or (h) the following process will be used to select among employees within the same bid priority:~~

- ~~(1) The Company will review the bid list to determine which employees have expressed an interest in the position. Employees must have demonstrated satisfactory performance in their current position and meet the minimum qualifications of the new position to be considered for the position.~~
- ~~(2) A selection board comprised of two management and two union appointed~~

~~employees will interview all interested and qualified employees. If the selection board decides there are too many applicants to interview for a particular opening, it will decide which applicants to interview by screening applications against the selection criteria and will notify ESC-represented applicants that it screens out of why they were not selected for interview. The selection board will jointly create the interview questions and will consider the employee's current performance, assessment feedback, interview information and seniority.~~

~~(3) The selection board will evaluate the candidates against the selection criteria to determine who is most qualified. To the extent that the board cannot agree on which candidate is most qualified and the candidates possess substantially equal qualifications, the most senior candidate will be selected.~~

~~(4) All ESC-represented candidates will receive feedback from the panel on the results of the interview.~~

~~For promotions to Land Agent, Lead Land Tech and Chief of Party, preference will be first given to those employees who have passed the appropriate promotional test which was discontinued after 2012. If there are no bidders who have passed the test, then the process above will be used. **(Deleted XX/XX/26)**~~

21.11 — ADVANCEMENT IN MONTHLY LINES OF PROGRESSION (EFFECTIVE 8/1/16)

The following provisions apply to all monthly lines of progression, except those noted as exceptions below. Minimum years of experience means either relevant Company or external experience, or any combination thereof.

(a) — **Advancement from Associate to Journey:** monthly Associates who meet the requirements for advancement to Journey and are performing satisfactorily in their current classification shall advance to Journey upon reaching the minimum qualifications in the job description for Journey.

(b) — **Advancement from Journey to Senior:** Journey level monthly employees who are performing satisfactorily in their current classification may advance to Senior upon reaching the minimum qualifications in the job description for Senior, provided that the Company determines that an operational need exists for an additional Senior in that Line of Progression.

If when operational need exists, more than one Journey is qualified to advance as set forth above, the Company shall select the employee whose ability and personal qualifications make *them* most qualified for the job. If ability and personal qualifications are substantially equal, Seniority shall prevail.

If, when an operational need exists, no one in the line of progression is qualified to advance as set forth above, a vacancy exists, and shall be filled per Section 21.16 (Preference and Filling of Mid-Level Monthly Vacancies).

(c) — **Promotional Consideration:** Additionally, an eligible employee may request special consideration for promotion no more than once per calendar year, when an operational need does not exist. The question of whether such a special promotion is appropriate shall be considered by a joint selection panel. The panel will provide feedback on the results of the interview. Disputes in the panel will be referred to the job bidding oversight committee in Section 21.18. If the job bidding oversight committee is deadlocked, the Company shall break the tie. The oversight committee will also work to keep promotional consideration processes efficient and

~~standard across the Company.~~

~~(d) — **Exceptions:** In the following lines of progression advancement to Senior is based upon meeting minimum requirements and satisfactory performance (see Exhibit D or Appendix 1 for details):~~

- ~~1. — Land Planner~~
- ~~2. — Right of Way Agent~~
- ~~3. — Project Surveyor~~
- ~~4. — GIS Analyst~~
- ~~5. — Project Controls Analyst~~
- ~~6. — Hydro Analyst~~

~~The following monthly classification groups have specific advancement processes involving review by a joint selection panel upon reaching minimum eligibility (See Exhibit D for details):~~

- ~~1. — System Protection Engineering~~
- ~~2. — Transmission Operations Engineering~~

~~(Deleted XX/XX/26)~~

~~21.12 — EXHIBIT E — TUITION REFUND PROGRAM~~

~~The Company will provide monetary assistance to employees in academic study programs to assist such employees to meet job requirements. The Company's program is set forth in Exhibit E.1 entitled "Tuition Refund Program" and is attached hereto and made a part hereof.~~

~~(Deleted XX/XX/26)~~

~~21.13 — FILLING BEGINNING WEEKLY CLASSIFICATIONS~~

~~(a) — Whenever the Company intends to fill a beginning weekly classification, the Company shall give preferential consideration pursuant to Subsection 22.3(c) to regular employees who have submitted a transfer.~~

~~(b) — If not filled pursuant to 21.13(a), then the Company will fill beginning vacancies in the following manner:~~

~~If there is a valid transfer on file, the filling of the vacancy in a classification at a headquarters shall be filled by either transfer or unrestricted appointment. The vacancy shall be filled in the alternative method from how the last vacancy in the same classification and headquarters was filled. The next succeeding vacancy following a transfer may be filled by unrestricted appointment or unrestricted appointment — no transfers on file. Any vacancy may be filled by unrestricted appointment when there are no transfers on file. Attached hereto, made a part hereof and marked~~

Exhibit A-III, is a list of such beginning classifications.

~~(c) — All transfer requests must be submitted electronically through PG&E@Work for Me (from the Company's intranet or the Internet). In no event shall the Company consider any transfer application which was received by the Centralized Job Bidding Team (CJBT) on or after the established control date. The control date is first established on the date the fully authorized personnel requisition is received by the (CJBT) to fill a job vacancy in the classification and headquarters on which the transfer application was made. If the transfer listing is exhausted without a successful candidate, a new control date will be established. This new control date will be the date of the decline or bypass of the last transfer applicant. Transfers which were not timely under the original control date but were received prior to the new control date will then be given consideration. If the vacancy cannot then be filled by transfer, it may be filled by unrestricted appointment — no transfer on file. (Amended 1/1/00, 1/1/09)~~

~~(d) — The Company's selection of a transfer applicant shall be on the basis of *their* ability and personal qualifications. If it is determined that the ability and personal qualifications of two or more employees who are entitled to consideration under the transfer provisions of this Section are relatively equal, the Company shall further consider such employees and select that employee who has the greatest Service in the following sequence:~~

~~(1) an employee in the bidding unit where the vacancy exists,~~

~~(2) any other employee.~~

~~(3) Employees who enter the Estimator or Scheduler in Training classification will be allowed only one transfer (lateral movement) until such time the employee progresses to the Sr. Estimator or Scheduler classification. This change will be implemented January 1, 2010. (Added 1/1/09)~~

~~(e) — The provisions of this Subsection shall be applicable to a beginning classification in a line of progression at a headquarters where a transfer application for such vacancy is on file. However, the provisions of this Subsection shall not be applicable to an employee: with less than one year of service; or who has passed a promotional examination or completed a negotiated training program, that provides for automatic progression to a classification higher than a beginning level position in that line of progression, unless such employee is exercising rights pursuant to Subsection 22.3(2)(c). (Amended 6/1/03, 1/1/16)~~

~~(f) — Notwithstanding the foregoing, the Company may nevertheless reject the transfer request of any such employee who does not possess the ability to perform the duties of such classification.~~

~~(g) — The Company shall acknowledge receipt of all transfer applications within 15 calendar days from the date of receipt and, without rejecting such transfer application, notify in writing (via email, if bid was submitted by email) an employee who submits a transfer application of any known reason which might preclude *their* filling the classification for which *they have* applied including information regarding testing programs which must be completed. (Amended 6/1/03)~~

~~(h) — Upon request, but not more often than once each calendar quarter, the Company shall, within each Region or Department, provide the Union information on beginning job vacancies that have been filled the previous quarter as follows:~~

~~(1) Name of Individual, Social Security Number, Employment Date, and Classification,~~

- (2) ~~Classification of Vacancy Filled,~~
- (3) ~~Department and Headquarters of Vacancy Filled,~~
- (4) ~~Date Vacancy Filled,~~
- (5) ~~show whether vacancy is filled by transfer, unrestricted appointment or unrestricted appointment – no transfer on file.~~

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

- (1) ~~at the expiration of one year from the date of the transfer and after 15 calendar days advance notice from the Company,~~
- (2) ~~immediately upon the employee's declining an appointment to the classification and headquarters on which the transfer was submitted,~~
- (3) ~~immediately after any employee's change of headquarters or classification (Amended 1/1/09)~~
- (4) ~~(Deleted 1/1/09)~~
- (5) ~~immediately upon receipt of authorization from an employee to cancel a transfer, or (Amended 1/1/09)~~
- (6) ~~upon receipt of authorization from the CJBT to cancel transfers because a job is deleted from the directory or an employee improperly designates rights, as provided in Subsection 22.3(c) with notification to the employee by the CJBT of such cancellation. In the latter cases, the employee's transfer will be given the appropriate consideration for 15 calendar days from the date of notification. (Amended 1/1/09) (Deleted XX/XX/26)~~

21.14 POSTING OF JOB AWARDS

~~At least once each month and within an interval of not more than 31 days, each Region or Department of the Company shall post on electronic bulletin boards, a list of all job awards made through pre-bids or transfers since the last list was posted. Such list will include the job vacancy number (where appropriate), classifications and headquarters, the appointed employee's name and Service, and the Agreement Section relied upon for the award. (Amended 6/1/03) (Deleted XX/XX/26)~~

21.15 PREFERENCE AND FILLING OF CONSULTING/ADVISING, EXPERT AND PRINCIPAL

MONTHLY POSITIONS (Sections 21.15 through 21.18 Amended 8/1/16)

~~Vacancies in monthly classifications occur after any advancement has occurred in the Line of Progression. See the applicable subsection of Exhibit D for advancement procedures in different Lines of Progression.~~

~~In making assignments to monthly vacancies in Senior Consulting/Advising, Expert and Principal level positions, and for Senior Project Manager positions (Gas and Electric, 50208708 only), the Company will first give consideration to employees who have placed a bid on file in accordance with the terms of this provision, provided *they are* performing the duties of *their* present classification in a satisfactory manner and *they are* qualified to perform the duties of the vacant classification. The Company's selection of an employee shall be on the basis of the employee's ability and personal qualifications. Consideration will be given in the following sequence:~~

~~(a) — Displaced employee pursuant to the provisions of 22.3(c) who had held the classification or higher classification in the Line of Progression.~~

~~(b) — Employee in the same classification as the current vacancy with a bid on file who wishes to change locations. In the event that there are two or more employees in the category to be considered, the Company shall select the employee whose ability and personal qualifications make *them* most qualified for the job. If ability and personal qualifications are substantially equal, seniority shall prevail.~~

~~(c) — If no employees in categories (a) or (b) above express an interest in the position, the position will be filled by a joint selection panel using the following process:~~

- ~~(1) Only employees in the next lower classification in the Line of Progression with a bid and required documentation on file will be considered.~~
- ~~(2) If there are no employees in the next lower classification with a bid and required documentation on file, other ESC represented employees and additional candidates from outside the unit who meet the minimum qualifications for the position will be considered.~~
- ~~(3) In all cases, applicants must meet minimum qualifications in order to be considered by the selection board.~~
- ~~(4) In all monthly vacancies, any candidate due to preferential consideration under the provisions of 22.3(c) will be accorded preference by the panel, meaning that in the event *their* ability and personal qualifications are substantially equal to another candidate, the candidate with 22.3(c) rights will be selected.~~

~~(Deleted XX/XX/26)~~

~~21.16 — PREFERENCE AND FILLING OF MID-LEVEL MONTHLY VACANCIES (Amended 8/1/16)~~

~~Vacancies in monthly classifications occur after any advancement has occurred in the Line of Progression. See Section 21.11 and the applicable subsection of Exhibit D for advancement procedures in different Lines of Progression.~~

~~In making assignments to monthly vacancies above agreed-upon beginning level positions but not in Senior Consulting/Advising, Expert and Principal level positions, the Company will first give consideration to employees who have placed a bid on file in accordance with the terms of this provision, provided *they are* performing the duties of *their* present classification in a satisfactory manner and *they are* qualified to perform the duties of the vacant classification. The Company's selection of an employee shall be on the basis of the employee's ability and personal qualifications. Consideration will be given in the following sequence:~~

~~(a) Displaced employee pursuant to the provisions of 22.3 (c) who has held the~~

~~classification or higher classification in the line of progression.~~

~~(b) Employee in the same classification as the current vacancy with a bid on file who wishes to change locations. In the event that there are two or more employees in the category to be considered, the Company shall select the employee whose ability and personal qualifications make *them* most qualified for the job. If ability and personal qualifications are substantially equal, seniority shall prevail.~~

~~(c) If no employees in categories (a) or (b) above express an interest in the position, the position will be filled by a joint selection panel using the following alternate vacancy process:--~~

~~(1) For alternate vacancies only ESC represented candidates with a bid and required documentation on file will be considered. If there are no ESC represented bidders, or the selection board~~

~~determines that the ESC represented bidders are not qualified for the position, additional candidates from outside the bargaining unit may be considered.~~

~~(2) For the remaining vacancies in these classifications, the Company may add additional candidates from outside the bargaining unit for consideration.~~

~~(3) In all cases, applicants must meet minimum qualifications in order to be considered by the selection board.~~

~~(4) In all monthly vacancies, any other candidate due preferential consideration under the provisions of 22.3 (c) will be accorded preference by the panel, meaning that in the event *their* ability and personal qualifications are substantially equal to another candidate, the candidate with 22.3(c) rights will be selected.~~

~~(Deleted XX/XX/26)~~

~~21.17 BEGINNING LEVEL MONTHLY VACANCIES (Amended 5/2/16)~~

~~In making assignments to agreed upon Monthly beginning level position vacancies, alternating vacancies will be held open for joint selection panel selection or unrestricted appointment. Consideration will be given in the following sequence:~~

~~(a) The Company will first give consideration to an employee's bid if such employee has rights pursuant to the provisions of subsection 22.3(c), provided *they have* previously held the classification or a higher classification in the line of progression.~~

~~(b) If there are no employees with bid rights under subsection 22.3(c) as described above, alternating vacancies will be filled by joint selection panel, and unrestricted appointment.--~~

~~(1) "Joint Selection Panel" in this subsection means that ESC represented employees with at least one year of Service with a transfer and required documentation on file will be considered by a joint selection panel under section 21.18. If there are no qualified ESC represented employees, the position will be filled as an unrestricted appointment.~~

~~(2) The vacancy shall be filled in the alternative method from how the last vacancy in the same classification was filled.~~

~~(3) Any beginning vacancy may be filled by unrestricted appointment if there are no transfers on file. (Added 1/1/12)~~

~~(4) Any other candidate due preferential consideration under the provisions of 22.3(c) will be considered by a joint selection panel, along with all other ESC represented candidates; preferential consideration will be accorded by the panel, meaning that in the event *their* ability and personal qualifications are substantially equal to another candidate, the candidate with rights under 22.3(c) will be selected.~~

~~*Note: When filling Energy Delivery Outage Coordinator vacancies, prior to initiating subsection 21.17(b), consideration will be given to Energy Delivery Outage Coordinator incumbents who have a bid on file and desire to change work locations. In the event that there are two or more Energy Delivery Outage Coordinator incumbents interested in the same work location, the Company shall select the employee whose ability and personal qualifications make them most qualified for the job. If ability and personal qualifications are substantially equal, seniority shall prevail. (Added 5/19/21)*~~

~~(Deleted XX/XX/26)~~

21.18 — JOINT SELECTION PROCESS

~~The joint selection process is described below. Notwithstanding the outlined process, the Company may select candidates if no ESC represented employee has expressed interest for consideration through the~~

~~bidding system. Further, the Company retains the exclusive right to identify external candidates for interview.~~

- ~~(a) Joint Selection Panels will be comprised of 2 representatives appointed by the Company and two employees from the appropriate organization and job classifications who are appointed by the Union. By mutual agreement, the number of employees may be changed and/or non-voting members added to a panel.~~
- ~~(b) The panel shall jointly interview applicants, using jointly developed job qualifications and interview questions. If the selection board decides there are too many applicants to interview for a particular opening, it will decide which applicants to interview by screening applications against the selection criteria and will notify ESC represented applicants that it screens out of why they were not selected for interview. Resumes of all ESC represented candidates must be considered by the Panel and can only be screened out by the Panel, but the Company may pre-screen out any non-ESC represented candidates. (Amended 8/1/16)~~
- ~~(c) The panel shall evaluate and select the most qualified candidate based upon the selection criteria, interview performance and, for PG&E employees, current performance and seniority; although the panel will not consider performance ratings from the PMP system or SAP. In the event panel is deadlocked, the dispute will be referred to the Oversight Committee. If that committee is deadlocked, the Company will make the final decision, which shall be subject to the grievance procedure only to determine whether the Company considered all of the factors listed above before deciding and whether the final decision was improper. (Amended 8/1/16)~~
- ~~(d) All internal candidates will receive feedback on the results of the interview.~~
- ~~(e) Union will provide company Union's interview and selection decision notes for files.~~

- ~~(f) Relevance of prior PG&E and/or Industry experience for future advancement shall be documented by the panel at the time of selection. Internship experience prior to obtaining a degree will not be considered as relevant experience for classifications requiring a degree. (Amended 1/1/16)~~
- ~~(g) Oversight Committee. The Company and Union will establish a Joint Selection Process Oversight Committee. This committee will meet as needed and will review questions from interview panels and work to keep selection panel processes efficient and standard across the Company. The committee will break deadlocks in joint selection panels as described in Item (e) above. (Added 8/1/16)~~
- ~~(h) Interviews for multiple openings. By agreement of the Oversight Committee, a joint selection panel may interview one set of candidates for multiple job openings occurring close together in time, or may use the results of one set of interviews to fill a second vacancy that occurs close in time to the first set of interviews. (Added 8/1/16)~~

(Deleted XX/XX/26)

TITLE 22. DEMOTION AND LAYOFF

22.7 MOVING COSTS

(a) When an employee is displaced under the provisions of this Title because of lack of work at their headquarters and the employee's new headquarters is beyond a commutable distance from their Residence, Company shall reimburse the employee for the reasonable cost incurred in connection with moving their household in a sum not to exceed ~~\$2,400~~ **\$5,200**. (Amended 4/4/94 ~~XX/XX/26~~)

(b) Reasonable costs as referenced above shall include and are restricted to:

(1) Transportation of the employee and *their* immediate family to the new headquarters location (one trip only).

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

(3) Moving of furniture and household goods to the new residence.

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

(5) Reasonable insurance on furniture and household goods.

(6) Installation of television antenna or cable connections.

(7) Piping and wiring costs to accommodate moved appliances.

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

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~~, 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 they return. ~~(Amended 1/1/94)~~
(Amended XX/XX/26)

TITLE 24. SHIFT PREMIUM

24.1 DEFINITIONS

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

- b) ***ESC-represented employees at the Diablo Canyon Power Plant who are assigned to a regular work schedule of hours that begins at 12 noon or later shall be paid the 3rd shift premium during the outage period. The outage period is defined as 28 days prior to the start of the outage through 30 days following the conclusion of the outage.***

(Amended XX/XX/26)

TITLE 26. ENABLING CLAUSE

26.1 GENERAL

(a) The parties recognize that it may be desirable during the term of this Agreement to make mutually acceptable changes as to matters other than wages (Exhibits A and A-1) and the term of the Agreement (Title 28). Therefore, by written agreement between the Company and the Union, other provisions may be substituted for any other provisions of this Agreement. It being further understood and agreed by the parties that neither is under any obligation to meet, discuss, or agree to any such proposal of the other party. (Added 1/1/77)

~~(b) — Productivity Enhancement Committee: The Company and the Union will establish Joint Committees on Productivity Enhancement. One such committee consisting of four members appointed by the Company's Sr. Director of Labor Relations and four members appointed by the Union shall meet at the call of either party. Other Productivity Enhancement Committees will be established as agreed between the Union and the Company at other levels of the Company's organization. Union members of such committees who are employees of the Company shall be paid by the Company for attendance at mutually agreed to meetings of such committees. (Amended 1/1/09) (Deleted XX/XX/26)~~

~~(c) — The Productivity Enhancement Committee at any level may request of the Sr. Director of Labor Relations and the Union's Business Manager to establish efficiency experiments temporarily amending the provisions of the Agreement excluding wages, manpower and conflict with any Federal or State law, regulation or executive.~~

~~(refer to performance standards in Attachment C for Local Headquarters, establish standards for estimating) (Deleted XX/XX/26)~~

TITLE 28. TERM

28.1 TERM AND TERMINATION

(a) This Agreement, having taken effect as of the first of May 1955 and having thereafter been amended from time to time, shall, continue in effect as further amended herein for the term of, ~~January 1, 2016~~, **upon ratification** to December 31, 2019 **2028** and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term. (Amended ~~6/1/03, 1/1/09, 1/1/12, 1/1/16,~~ **XX/XX/26**)

(b) General Wage and Salary Increases: ~~The Company will grant a general wage increase, using normal rounding, of three percent (3.0%), effective January 1, 2016; three and one-quarter percent (3.25%), effective January 1, 2017; three and one-half percent (3.5%), effective January 1, 2018 and three and one-quarter percent (3.25%) effective January 1, 2019. (Amended 1/1/16~~ **XX/XX/26**)

- 1. GWI 5% each year (2026, 2027, 2028), term of 3 years (upon ratification – 12/31/28). All employees, including those who retired on or after February 1, 2026 (Last day worked 1/31/2026), will have their pensions adjusted. (Added XX/XX/26)**
- 2. GWI adjustments retroactive to 1/1/26. All employees including those who retired on or after February 1, 2026 (Last Day worked 1/31/2026), will have their pensions adjusted and receive retroactive pay for time worked in 2026. (Added XX/XX/26)**
- 3. Non-GWI Wage Adjustments will be effective as of the pay period following the date of ratification. 2026 GWI will be applied to wage rates as of 1/1/26 and then non-GWI wage adjustments will be applied to wage rates effective as of the pay period following the date of ratification. (Example: Contract ratifies Wednesday, July 1. The pay period ends Saturday, July 11, at 2359. The effective Wage Adjustment begins Sunday July 12, at 0000.) (Added XX/XX/26)**
- 4. A Ratification Bonus of \$1,500 will be granted to all ESC represented employees who are on the active payroll (all employees not on LTD) as soon as administratively feasible after the ratification date of the agreement. (Added XX/XX/26)**
- 5. No retroactivity for any other agreed to terms unless specifically agreed upon. (Added XX/XX/26)**

EXHIBIT E – PROFESSIONAL DEVELOPMENT

1. TUITION REFUND PROGRAM

The Company shall provide a program of partial reimbursement for tuition and required textbooks as follows:

ELIGIBILITY

- (A) Any regular full-time employee on the active payroll of the Company is eligible to participate in the plan.
- (B) Only courses taken at an Accrediting Commission for Schools, Western Association of Schools and Colleges, or one of its regional counterparts; or at a national Distance Education and Training Council accredited correspondence school; or schools selected by the Company are acceptable for refund. Except the non-accredited providers referenced in paragraph (C) below. Approved courses are those that add to effectiveness in the job or to acquire qualifications for positions to which the employee could reasonably expect to advance. **Courses/degree programs must be taken at a regionally accredited college or university (Western Association of Schools and Colleges, or one of its regional counterparts; or at a national Distance Education and Training Council) to be eligible. Non-accredited providers offering certification exam prep courses must be an authorized training partner of the certifying organization. Approved areas of study are those that add to effectiveness in the job or to acquire qualifications for positions to which the employee could reasonably expect to advance. (Amended XX/XX/26)**
- (C) The company will select non-accredited providers for PMP and Engineering Exam Prep courses as these courses are no longer offered by accredited schools and colleges. The company will create a process to review additional requests to approve non-accredited providers as needed on an on-going basis. (Added 1/1/19) **Certification exam preparation courses eligible for tuition refund can either be work or career related. Exam prep courses must meet all the following requirements (1) relevant to PG&E business, (2) are offered by a vendor who is an authorized training partner of the certifying organization or a provider that offers courses compliant with certifying organization's standards for exams and continuing education, (3) vendor provides an itemized receipt, (4) the course is more than 4-days and less than 6 months in length, (5) the vendor provides proof of completion for the course, (6) the course is live (in-person or online) or (7) for on-demand courses: Prior to enrollment in the program, the participant must contact the academic vendor to verify how much of the content is required to successfully complete the course. IF the academic vendor requires less than 70% of the course content to be completed, the participant should then find another vendor. If the academic vendor requires more than 70% of the course content to be completed, the vendor's on-demand course is eligible. Access to the online library does not exceed the 6 month term limit of requirement 4 and proof of completion is provided by the vendor after the course end date. PLEASE NOTE: It is the participant's responsibility to ensure the vendor they select meets all eligibility requirements prior to submitting their tuition reimbursement application. Applicants that do not meet the requirements for eligibility at any time during the application process will be denied. Exam fees are not eligible for reimbursement through the Tuition Refund Program. (Amended XX/XX/26)**
- (D) The employee must earn a grade of "C" (or equivalent) or better in each course to qualify for a tuition refund.
- (E) An employee eligible for educational aid through federal and state educational programs or

veterans' benefits is not eligible for refund from the Company for tuition or fees for the same course of instruction.

(F) Attendance at these courses shall not interfere with the regular working hours of the employee.

~~(G) Within two years of receipt of TRP funds (either paid directly to an educational institution or as reimbursement to the employee), any employee who terminates employment voluntarily within two years of receiving TRP funds shall be required to repay the Company for any TRP funds received. If the employee remains employed two years from the payment date or is involuntarily terminated within two years of receiving TRP funds, no repayment is required. This applies to applications submitted after 12/31/2018. (Added 1/1/2019) (Deleted XX/XX/26)~~

PROCEDURE

An employee who desires to receive such tuition refund shall, prior to their enrollment in a course of study, submit in writing through their supervisor to the Tuition Refund Program administrator for approval and details of the course for which this refund will be sought. The employee, at this time, must state that they are not eligible for educational aid through federal or state educational programs or for veteran's educational benefits.

Employees should submit a tuition refund application by or before the course start date to be eligible for program participation. (Amended 1/1/16)

Within 90 days after completion of the approved course, the employee shall submit the following to the Tuition Refund Program administrator. (Amended 1/1/16)

- (A) Copies of their certificate of completion with a grade of "C" (or equivalent) or better in each course.
- (B) Copies of the receipt indicating monies paid for the above courses and textbooks. (Amended 1/1/88)
- (C) Other materials as requested. (Amended 1/1/16)

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 such as program fees, department-based college academic fees, academic fees, and technology fees required for on-line education. Costs of materials and equipment purchased separately by the employee are not covered. (Amended 7/15/13)

- (A) 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.
- (B) The refund is limited to \$6,000 per calendar year for all career-related courses or degree programs. (Added 1/1/94, amended 1/1/09, 1/1/12)
- (C) Refunds exceeding \$6,000 per calendar year to any one employee will not be allowed except under unusual circumstances. Requests for refunds in excess of \$6,000 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)

2. PROFESSIONAL MEMBERSHIPS AND TRAINING (Added 2/23/16)

- (A) The Company shall pay for basic national membership and one local chapter membership in the appropriate professional association for each monthly employee. Examples of national associations include IEEE, ASME and ASCE for Engineers, PMI for Project Managers or Project Analysts, IRWA for Right-of-Way Agents, American Institute of Hydrology, etc. Payment for more than one national and one local membership is at the discretion of management unless required for the position.
- (B) Reimbursement of professional registration (PE, PG, PMP Land Surveyor, etc.) license fees for monthly employees. Company shall reimburse professional registration renewal fees. Company shall reimburse employees for the first exam, but not for second and later exams. Exam review courses shall be attended on the employee's time; reimbursement of tuition from eligible programs will continue to be covered under the Tuition Refund Program above.
- (C) Based on the employee's approved developmental plan, Company shall reimburse for reasonable costs incurred attending conferences or training specific to the employee's discipline, such as vendor training. Employees will not be paid for additional time beyond normal work hours to attend training or conferences; however, the time spent traveling to or from training may be considered as time worked under the provisions of Title 7 Hours as provided in the letter agreement. Programs reimbursed by the Tuition Refund program are not eligible for Additional Time Worked compensation.
- (D) At the Union's request in any department or work group, Company shall meet with the Union annually to discuss the training opportunities, developmental plans, and the distribution of the program among the employees. In order to provide transparency, the Company will provide the Union with information including which employees have requested and attended trainings, the type and content of training attended, etc.
- (E) Any courses or training that is required by the Company will be paid for by the Company. Time spent in classes and associated travel time and expenses will be paid following the applicable provisions for hourly and monthly employees.

EXHIBIT H - (Deleted XX/XX/26)

94-13-ESC

March 14, 1994

Engineers and Scientists of California, MEBA (AFL-CIO)
1182 Market Street, Suite 204

San Francisco, CA 94102

Attention: Mr. Ben Hudnall, Business Manager
Gentlepersons:

Pursuant to Letter Agreement 93-27 and in accordance with Section 26.1 of the Agreement between the Company and ESC, the parties propose as a result of negotiations the following:

1. ~~Company agrees to the establishment of a monthly Labor Management Committee whose goals will include free and open communication, mutual respect for the legitimate needs of the respective parties, informal problem solving, and the promotion of harmony and efficiency to the end that the Company, the Union and the general public may benefit.~~
2. ~~Voluntary Severance offer to all Design and Drafting classifications (including EA positions) capped at 16. Cap does not include any employees who elect layoff rather than displacement to the field. No layoffs through September 30, 1994. This no-layoff policy does not include those employees who elect severance rather than relocate to field positions.~~
3. ~~Company agrees to redeployment as follows:~~
 - A. ~~Redeployment within the General Office complex will follow the principles of Section 22.9 of the Agreement in so far as possible considering the Company's operational requirements regarding the Engineering disciplines needed for particular work groups.~~
 - B. ~~If redeployment of personnel from the San Francisco General Office Complex to remote locations is necessary, employees who are displaced, pursuant to the provisions of Section 22.9, may elect layoffs with severance as an alternative to relocation.~~
 - C. ~~Telecommunications decentralization begins immediately upon execution of a separate Letter of Agreement whose outline is attached as Exhibit 2.~~
4. ~~Company and Union agree to cooperate in an effort to accomplish Engineering and Drafting work utilizing PG&E personnel to the fullest extent feasible within operational constraints. The mutual goal will be to contract out work to accommodate peak workloads that can't be accomplished by existing staff at the time the contract is let, for specific expertise not available in house, to meet unanticipated time constraints set by clients, or if it is more cost effective. The parties agree that contracting will not be used for the purpose of dispensing~~

~~with the services of PG&E employees.~~

~~A. Exhibit 1 is Company's proposal for the Building and Site Unit formerly a part of ENCON Business Unit and currently residing in the General Services Organization.~~

~~B. The parties agree to jointly develop a methodology for accurately calculating the comparative costs of completing projects in house vs. the utilization of contractors.~~

~~Further, this joint ad hoc committee will review, and negotiate a clarification of the language set forth in paragraph 12.a of the 1987 cover letter to the Agreement.~~

~~Further, the Company agrees to utilize the procedures set forth in LOA 93-7 with regard to the contracting of work.~~

~~5. Company and Union agree that training and maximum utilization of employee skills optimize productivity and performance. Company proposes to delineate the desired qualifications including demonstrated skills or education requirements for classifications and to provide training where it is needed. Union in turn recognizes that training is mandatory and employees must be willing and able to adapt to the new technologies and methods of doing work. Both parties agree that the employee has a role in assuming responsibility for *their* development. Company recognizes that different employees learn at different speeds, and the importance of creating an environment that is encouraging and conducive to learning.~~

~~6. PG&E Management and ESC are committed to efficiency, timeliness and quality in the work place. These goals are furthered by utilizing each worker to the maximum of *their* current abilities and making work assignments that promote growth of those abilities.~~

~~Current rigid jurisdictional guidelines are often impediments to the above stated goal. Therefore, for a six month pilot period, the parties shall institute the following system to promote mutual trust and cooperation in the achievement of the above stated goal. At the end of the pilot period, the system will be evaluated for possible improvements or may be abandoned if either party is dissatisfied.~~

~~A. If a bargaining unit employee is assigned exempt duties in accordance with the above goals, the Union will neither claim jurisdiction to the assigned work, nor will the Union demand upgrade pay for Senior Design Engineers. Company agrees to pay Design Engineers performing exempt functions upgrade pay to Sr. Design Engineer. Assignment of exempt job functions to particular employees shall be at Management's discretion, but will be voluntary. Employees performing such duties will not be subject to discipline during the pilot for work beyond their job description. Work experience gained during the pilot will not be cited as qualifications for promotion within the bargaining Unit.~~

~~B. The parties agree that the most efficient procedures may occasionally require performance of a minor amount of bargaining unit work to exempt engineers. If a dispute arises over the question of exempt employees doing bargaining unit work, the issue will first be raised at a monthly Labor Management Meeting. The purpose of discussion will be to resolve the problem in light of the above stated goal. Once the issue is resolved to the satisfaction of both parties, it will no longer be subject to the grievance procedure. It is anticipated that the vast majority of issues raised will be resolved in Labor Management.~~

~~7. The Ad Hoc Committee and its sub-committees will continue to work toward finding~~

~~mutual solutions to identified problems, and to propose methods for accomplishing the goals set forth in Letter of Agreement 93-27. Any ad hoc committees established as a result of these negotiations will within their charters set completion target dates.~~

- ~~A. The Ad Hoc Committee or its subcommittee will consider classification issues, including the appropriate staffing levels for lead positions.~~
- ~~B. The Ad Hoc Committee or its sub-committee will review the disciplines and procedures set forth in Exhibit L with the goal of revising this section to address the new operational and organizational structure of PG&E.~~
- ~~C. The Ad Hoc Committee or its sub-committee will jointly develop performance criteria which will include evaluation procedures and the consideration of performance based progression systems.~~

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

~~Very truly yours,~~

~~PACIFIC GAS AND ELECTRIC COMPANY~~

~~By /s/ Sandy Edens
Director and Sr
Negotiator~~

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

~~ENGINEERS AND SCIENTISTS OF
CALIFORNIA, MEBA~~

~~March 14, 1994 _____ By /s/ Ben
Hudnall
Business
Manager~~

~~March 14, 1994 _____ 94-13-ESC~~

EXHIBIT 1 (Deleted XX/XX.26)

1. ~~The BSEC Design Unit will retain all Design and Drafting employees remaining after VSI is completed, with the exception that one of the three Civil Design Engineers will be reassigned to the Transmission Group.~~

- 2a. ~~PRIMARY FUNCTION—The Design Unit will specialize in building interior architectural work, including new and existing space planning and programming, interior HVAC, plumbing, power and lighting design, and interior renovation work.~~

- 2b. ~~SECONDARY FUNCTION—The Design Unit will also perform other work for which its employees are qualified, including Green Lights program electrical and lighting design, Americans with Disabilities Act modifications, underground tank and wash rack mechanical design, and landscaping renovations and maintenance design and planning and civil site maintenance. Work assignments outside the scope of Paragraph 2a will be performed subject to the availability of qualified employees.~~

- 2c. ~~Tasks performed by Bargaining Unit employees in this unit include: client contact, defining scopes of work, preparing and issuing proposals, preparing cost estimates, preparing construction documents, conducting field inspection, preparing preliminary sketches and layout, preparing design criteria, performing design, preparing drawings, preparing calculations, approving and stamping designs/drawings, preparing procedure documents, checking shop drawings, responding to field questions, preparing as-built drawings, obtaining permits, recording drawings, performing technical review of submittals, and providing field and construction support. The performance of management duties will not be voluntary in this group. Company recognizes that it is advantageous to both parties to have only those employees with the most capabilities perform such duties. In the event it is necessary to fill a vacancy in a Senior position, Company and Union will meet to mutually determine if a license should be a mandatory requirement for that vacancy.~~

- 2d. ~~Senior Design Engineers performing previously exempt duties will not receive upgrade pay. Company agrees to pay Design Engineers performing previously exempt functions upgrade pay to Senior Design Engineer. Management retains jurisdiction over all exempt duties assigned to the Bargaining Unit and can at any time elect to no longer have those duties performed by the Bargaining Unit. The Union agrees that exempt duties performed as a result of this Agreement will not be used as a precedent for expanding Bargaining Unit jurisdiction in the future. In the event management elects to no longer have exempt duties performed by the Bargaining Unit, this work reduction will not be used as a basis to declare lack of work.~~

- 3a. ~~Bargaining Unit employees will have full responsibility for all jobs assigned. Job assignments will come from Project Managers and the Design Unit Supervisor. Senior Design Engineers will perform professional engineering and architectural work and direct the work of others. The performance of exempt duties for Design Engineers will be done as needed and assigned by the Senior Design Engineers. Assignment of these duties must be for the substantial portion of a day before upgrade pay is required. The Design Unit Supervisor maintains final authority over the assignment of exempt duties. The Design Unit Supervisor will coordinate the scheduling of jobs, facilitate communications between the Project Managers and the Design Unit, and perform administrative functions.~~

- 3b. ~~Because a collaborative relationship between the Design Unit Supervisor and Bargaining Unit employees is critical to the success of this innovative approach, Union will appoint 3-5 members from the Design Unit to represent Bargaining Unit employees and assist the Design Unit Supervisor in coordinating the work of the unit. Union will also be given an avenue to provide input in the selection of a Design Unit Supervisor with management retaining all rights to selection.~~
- 4a. ~~The long range success of this group will depend on its ability to complete projects on time with high technical quality at a competitive price. To assure this outcome the transition to self-direction must be well-planned and supported with appropriate technical training and equipment. The coordination committee established in Paragraph 3b will work with the Design Unit Supervisor to jointly develop recommendations on required training and equipment and will assist in its scheduling and implementation.~~
- 4b. ~~In calculating the cost of work performed by the Design Unit, fully loaded costs will be used. Fully loaded costs include nonproductive and nonbillable time, overtime, benefits, employee expenses, space and equipment costs and Corporate overheads and indirects specific to the Design Unit. The cost of start-up training and equipment provided in 1994 will not be included in calculations of the Design Unit's cost effectiveness. Company and Union will jointly agree on a methodology for calculating the Design Unit's comparative costs.~~
- 4c. ~~To benchmark the competitiveness of the Design Unit, 5% of the work included in the scope of Paragraph 2a will be contracted out on an ongoing basis for the term of the general Agreement between the Company and ESC. At the end of the four year term, this procedure will be reviewed by both parties and mutual agreement will be needed to continue. This contracting will be done to ensure that projects similar in scope to those regularly performed by the Design Unit are used to gather benchmark information. The Company will not be required to offer overtime before contracting this work. Company will consult with the Union concerning the selection of contracts to be benchmarked. Further,~~
- ~~Company will not layoff for lack of work while contracting Design Unit work for benchmarking purposes.~~
- 5a. ~~Former Building and Site work not within the scope of Paragraph 2a may be contracted out with no requirement for the Company to offer overtime to the Design Unit provided that the employees are fully utilized on 2a work. Before contracting out 2a work, overtime will be offered in accordance with the provisions of the contract.~~
- 5b. ~~Union recognizes that large contracts or contracts for work outside the scope of 2a and 2b may include some portion of 2a and 2b work. Company will not be required to extract that work or offer overtime.~~
- 5c. ~~Decisions to contract out work within the scope of Paragraph 2a will be made in conjunction with the coordination committee established in Paragraph 3b, except in case of an emergency. The mutual goal will be to contract out work within the scope of Paragraph 2a~~
- ~~only to accommodate peak workloads that can't be accomplished by existing staff at the time the contract is let, for specific expertise not available in-house, to meet unanticipated time~~
- ~~constraints set by clients, or if it is more cost effective. Contracting will not be utilized for the purpose of dispensing with PG&E employees.~~

- ~~5d. If work within the scope of Paragraph 2a is contracted out for any reason the Union steward will be notified, given a copy of the contract and the reason it was let. Company and Union will work cooperatively to develop a common understanding of the appropriate use of contracting.~~
- ~~5e. Except as otherwise provided in this Exhibit, contracting and offering overtime for the Design Unit shall follow the provisions of the General Contract between PG&E and the ESC and any additions or modifications of that Agreement that have been or will be negotiated between the parties.~~
- ~~6. In the event of a lack of work within the scope of Paragraph 2a and 2b, Bargaining Unit employees of the Design Unit will be assigned former BSEC work outside the defined scope or assigned work normally performed by other design groups for which they are qualified, or temporarily assigned to another design group. These assignments will only be made if the receiving department has a need. Such temporary assignments are not intended to result in the contracting out of work within the scope of Paragraph 2a and 2b. If however, employees are committed to other work projects or on loan to other design units, they will be considered unavailable for 2a and 2b work for the period of that commitment.~~

~~In the event work within 2a or 2b scope is available during this time, Company may contract without having to recall those employees currently committed. It is not Company's intent to contract out large portions of work during this time and exacerbate the reduced workload upon the return of loaned employees.~~

- ~~7a. Company and Union will annually review the success of the Design Unit, including cost-effectiveness, technical quality of the work performed and client satisfaction. Either party may suggest improvements or changes to improve the Design Unit's competitiveness.~~
- ~~7b. Through labor management cooperative efforts, Company and Union will work together to resolve issues involving the self-managed work group. The grievance process will only be utilized for self-directed work unit issues that cannot be resolved through these efforts.~~

EXHIBIT 2

February 11, 1994

Engineers and Scientists of California,

MEBA (AFL-CIO) 1182 Market Street, Suite
204 San Francisco, CA 94102

Attention: Mr. Ben Hudnall, Business Manager
Gentlepersons:

~~Pursuant to Section 22.10 of the Agreement between the Company and the Engineers and Scientists of California, the parties propose the following agreement concerning the decentralization of the Telecommunications Design and Drafting Unit:~~

- ~~1. Company will ask for volunteers within the Telecommunications Design Unit to relocate to the various field locations identified in Attachment I. In the event there is more than one volunteer per location, preference will be given to the senior employee.~~
- ~~2. In any field locations where there are no volunteers, Company may at its discretion upgrade one or more of the remaining vacant positions. These upgraded positions will once again be offered on a voluntary basis to Telecommunications employees and seniority will prevail. In no event will a more senior employee be permitted to bump a junior employee who has volunteered for a field position as a result of the application of No. 1 above.~~
- ~~3. Anyone awarded a position that increases *their* commute to 30 miles or 45 minutes will be awarded a one-time bonus of \$2,000.00 upon transfer. An employee who elects to move and receive benefits under Section 22.7 of the Agreement will not be eligible for this bonus.~~
- ~~4. In the absence of volunteers as outlined in 1 and 2 above, employees from other departments (where operations permit) will be afforded the opportunity to volunteer for Telecommunications field positions. Positions will be awarded on the basis of seniority and the employee must be qualified.~~
- ~~5. These positions are being filled in accordance with the provisions outlined in Section 22.9. Employees to be displaced will be offered the vacancy at the new headquarters, a vacancy in their current classification in the General Office Complex, or severance with rehire rights. If the position is Design Engineer, it will be the least senior in the Telecommunications Design Unit. If the position is Design Drafter, it will be the junior Design Drafter in the system.~~
- ~~6. Company agrees to consider all means possible to fill remote positions prior to displacements. Those means include consideration of other than Unit employees, other line of progression employees, critical classification status, etc. Company and Union may, if necessary, enter into additional Letter Agreements for the purpose of accomplishing the decentralization in a manner most acceptable to both parties. Additionally, if a Design Engineer is forced to relocate, Company will meet with the Union prior to the move to discuss~~

~~any alternative solutions.~~

~~7. An employee who accepts a position in a remote location and incurs a move greater than 75 miles will not be displaced or laid off for a period of two years from the signing of this Agreement.~~

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

~~Yours very truly,~~

~~PACIFIC GAS AND ELECTRIC COMPANY~~

~~By s/Sandy Edens~~

~~Director and Senior Negotiator~~

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

~~ENGINEERS AND SCIENTISTS OF CALIFORNIA,
MEBA (AFL-CIO)~~

~~3/14, 1994 By s/Ben Hudnall~~

~~Business Manager~~

ATTACHMENT 1

OAKLAND

1-Design-Engineer

1-Design-Drafter

DAVIS

1-Design-Engineer

1-Design-Drafter

FRESNO

1-Design-Engineer

1-Design-Drafter

SAN JOSE

1-Design-Engineer

1-Design-Drafter

EXHIBIT I

FLEXTIME GUIDELINES For Bargaining Unit Employees in Design Drafting Department

1. GENERAL

Company's basic workweek for office personnel is 8:00 a.m. to 5:00 p.m., Monday through Friday, with an hour for lunch each day generally between 12:00 noon and 1:00 p.m. Flextime is intended to result in the same number of hours per week but also to allow some flexibility in the actual hour of starting or stopping work. The following limitations will be observed in determining the degree of flexibility permitted.

2. HOURS

No employee shall start work earlier than 7:00 a.m. nor end work later than 5:30 p.m. unless specifically authorized to work overtime. No employee who is subject to the Wage & Hour provisions of the Fair Labor Standards Act (i.e., weekly paid employees shall work more than eight hours in one day unless specifically authorized to work overtime).

3. CORE TIME

During core hours of 8:30 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m. each workday, all employees are expected to be at work except for authorized breaks as described below. Employees who find they are unable to report to work due to illness or other cause shall notify their immediate supervisor prior to 8:30 a.m.

4. BREAKS

Employee may clock out to take breaks for coffee or other personal business at any time except that, if such breaks fall within a "core time" period, they shall not occur at the beginning or end of such period nor shall they exceed 30 minutes each unless special approval is obtained from an immediate supervisor. Normal visits to toilet facilities or water cooler are not considered "breaks" in this context nor is the consumption of coffee or similar beverage at the work station while continuing to work. Similarly, an employee who is away from *their* work station on Company business is considered to be "at work."

5. LUNCH

Lunch breaks shall be of at least one-half hour duration and shall not commence earlier than 11:30 a.m. nor end later than 1:00 p.m. Employees may take lunch in work areas provided they do not disturb other working employees.

6. WORK TIME

Accumulated work time for each employee, unpaid breaks, described above shall equal at least 37 1/2 hours each week. No weekly paid employee shall accumulate more than eight hours of work time in any one day unless specifically authorized to work overtime.

7. ADJUSTMENTS

~~Although the goal of Flextime is to enhance employee morale and productivity by allowing an element of personal freedom in the establishment of work hours, it may occasionally be necessary for the immediate supervisor to adjust an individual's Flextime schedule to meet departmental requirements, e.g., the maintenance of minimum Unit coverage between the hours of 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m.~~

8. CANCELLATION

~~Either party to this Agreement may unilaterally, with or without cause, cancel flextime arrangement provided for herein following 30 days' notice to the other party of such intent. (Added 1/1/83) **(Deleted X/XX/XX)**~~

Exhibit H (Added XX/XX/26)

This cancels and supersedes the previous Exhibit H

~~***The Company and the Union have been in discussions regarding the future of how we work at PG&E to leverage what we've learned, design for the future we want to create, facilitate regular opportunities for face-to-face time to build collaboration and shape our culture. It's essential that we provide efficient, more economical service to customers and to reduce the Company's carbon footprint.***~~

~~***Due to the COVID-19 pandemic, many employees have been working remotely. The Company anticipates returning employees to offices beginning in August of 2022. The return will be done in phases throughout 2022 and 2023. However, there may be a business need to return some employees sooner than August of 2022.***~~

~~***The Company will determine which work type designation, either Onsite or Hybrid, employees covered under the ESC Labor Agreement will be assigned.***~~

~~***The definition of these work type assignments are as follows:***~~

- ~~***• Onsite - Regularly working at a PG&E facility or job site with or without an assigned workspace.***~~
- ~~***• Hybrid - Working both remotely and in a PG&E office. When employees are designated as Hybrid they will work remotely or at a PG&E headquarters, as assigned. Accordingly, the parties agree to the following provisions and/or modifications to the ESC Labor Agreement. ~~Employees would generally report to an office up to three (3) days per week, on average, and in many instances would not have an assigned workspace.~~***
(Added XX/XX/26)~~

~~***When employees are designated as Hybrid they will work remotely or at a PG&E headquarters, as assigned. Accordingly, the parties agree to the following provisions and/or modifications to the ESC Labor Agreement.***~~

Establishing Hybrid Work Type Assignments

~~***The Company has the discretion to offer, approve and cancel employee Hybrid work type assignments based on operational need. (Amended XX/XX/26)***~~

~~***Employees must have an appropriate remote work area and an adequate internet connection in order to be approved to work remotely.***~~

~~***No employee will be required to work a Hybrid assignment and may choose to work at their assigned Company headquarters on a regular basis.***~~

~~***Hybrid work type assignments will be offered as equitably as possible by classification and headquarters. Exceptions to Hybrid work type assignment equitable offers include, but are not limited to, the following:***~~

- ~~***• Need for in-person trainers and trainees***~~

- **Performance of work that requires an employee to work from their assigned Company headquarters**
- **Other Onsite assignments unable to be performed remotely due to operational need.**
- **If a limited number of Hybrid work type assignments are available within a specific work group, Hybrid work type assignments will be offered by seniority (within classification and headquarters), barring operational needs that would prevent offering by seniority.**

Office Equipment and Ergonomics

The Company will provide Hybrid employees working remotely with the appropriate office equipment, as approved by a Company designated ergonomist, and reasonable and necessary supplies, as approved by their supervisor, to perform their job duties.

All Hybrid employees working remotely will be required to undergo an ergonomic evaluation as soon as possible after being designated as Hybrid. This may require employees to take pictures and/or videos of their remote workstation so that a Company designated ergonomist can review the arrangement of the workstation and determine whether it is ergonomically safe and appropriate. Any professional equipment provided as a result of the ergonomic evaluation must be utilized by the employee. Company will pay for equipment a Company designated ergonomist deems required to enable an employee's safe work performance. Employees may request or may be required to undergo follow-up virtual ergonomic evaluations as needed to promote continued safe working conditions and/or to address any ergonomic safety concerns raised by the employee.

Hybrid employees will be provided appropriate work equipment to perform their job duties safely when reporting to an office. Office workstations may be shared but will be ergonomically safe for the employees who use them. In the event employees are not assigned a workstation, the Company will provide employees with a secure location for storing personal belongings and/or items issued to them by the Company, if possible. If a secure location is not available, the Oversight Committee will meet in order to find a resolution.

Reporting Location

Hybrid employees will continue to be assigned to a physical Company headquarters and will be required to perform their job duties within the State of California, unless contractually specified otherwise or as assigned. Due to operational needs, Hybrid employees are expected to be able to report to their assigned physical Company headquarters during the regular basic workweek.

The Company retains the right to have employees return to their regular work location, either for short or long term needs, as follows:

Return to Headquarters for Short Term Needs

If an employee is required to temporarily return to their work location for operational reasons such as trainings, staff meetings, or other business needs as deemed necessary by the Company, advance notice will be given prior to the conclusion of the employees preceding regularly scheduled shift; ~~or 24 hours, whichever is less.~~

If an employee needs to return to their work location due to temporary changes at their remote work location, advance notice must be given to their supervisor as soon as possible to confirm there is a workstation available for the employee's utilization.

If an employee encounters any unforeseen circumstances (e.g., Power/Internet Outages, Technology Issues, etc.) that affects, or is anticipated to affect, their ability to perform work duties remotely during an assigned regular work period, the employee will contact their supervisor as soon as possible to discuss alternative options, which may include direction to report to the employee's assigned Company headquarters or other temporary headquarters.

In this situation, the time taken to report to an assigned Company headquarters, or other temporary headquarters, will be paid up to one hundred and twenty (120) minutes. However, any excess time taken beyond the employee's expected normal commute, determined to be unreasonable, may result in the Company's decision to change the employee's Hybrid designation. Employees are encouraged to have discussions with their supervisor regarding alternative locations where remote work could potentially be performed, prior to an unforeseen circumstance occurring.

In no instance will a Hybrid employee be paid overtime to travel to their regular headquarters during the employee's regular work hours.

If an employee encounters any unforeseen circumstances (e.g., Power/Internet Outages, Technology Issues, etc.) that affects, or is anticipated to affect, their ability to perform work duties remotely during an overtime assignment, the employee will contact their supervisor as soon as possible to discuss alternative options, which may include direction to end the overtime assignment, report to the employee's assigned Company headquarters or other temporary headquarters.

Return to Headquarters for Long Term Needs

If an employee is required to regularly return to their assigned Company headquarters, a minimum of thirty (30) days advance notice will be given. However, the timeframe associated with an employee's return to their assigned Company headquarters may be extended at Company's discretion. The decision to return an employee to their assigned Company headquarters shall not be arbitrary or capricious.

Hybrid employees who desire to discontinue their Hybrid designation and return to their assigned Company headquarters on a regular basis must notify their supervisor in writing to ensure there is a workstation available within the assigned Company headquarters. The employee will be returned to their regularly assigned Company headquarters on a regular basis as soon as practicable, but no later than thirty (30) calendar days.

Emergency Overtime

To improve efficiency and immediate customer response, the Company may assign emergency overtime to regular weekly paid employees who are able to respond remotely prior to contacting employees who are unable to work remotely.

All ~~weekly paid~~ employees ~~that~~ who work in departments that are assigned emergency overtime, including those working regular hours at the office, will be permitted the option and provided the necessary equipment to participate in remote emergency overtime response.
(Amended XX/XX/26)

In order for an employee to be eligible to work overtime remotely, they must be able to respond immediately (e.g., less than 15 minutes) and have the necessary equipment (e.g., laptop) with them in order to be considered for the emergency overtime assignment.

If an employee opts not to be provided the necessary equipment to participate in remote emergency overtime response, the Company will not be required to equalize overtime per Section 17.5 for that employee.

This section does not apply to those employees covered under Section 17.11 (Overtime for Monthly Employees) of the ESC Labor Agreement.

Overtime Meals

Hourly paid Hybrid employees working overtime at a physical Company location, or in the field, will follow the normal meal provisions of Section 16 of the ESC Labor Agreement.

When hourly paid Hybrid employees work overtime remotely, the overtime meal provisions will be in accordance with the following:

- 1. Meals breaks will be earned in accordance with the time intervals outlined in Section 16 of the ESC Labor Agreement.***
- 2. When an overtime meal break has been earned, the employee may continue working or take a meal break. Consistent with Section 514 of the California Labor Code, if the employee chooses to continue to work through an earned overtime meal, the Company will pay an allowance equal to thirty (30) minutes at the straight time rate of pay for the missed meal. If the employee elects to take a meal break, the time taken for the meal break will be unpaid.***
- 3. Under no circumstances, will an employee be entitled to reimbursement for the cost of overtime meals consumed when working remotely.***
- 4. The unpaid meal breaks described in number 2 above shall not constitute a break in time with regard to establishing the appropriate rate of pay for overtime assignments in accordance with Section 17.3 of the ESC Labor Agreement. Consistent with current calculation of intervals, unpaid meal breaks will not be included in the calculation of time intervals for future meal breaks.***

This section does not apply to those coworkers covered under Section 16.7 (Meals for Monthly Employees) of the ESC labor Agreement.

Reimbursement for Business Expenses

The Company will provide Hybrid employees reimbursement for reasonable and necessary business expenses as approved by as set by the Company policy for all employees. , including up to \$35 per month for internet costs. (Amended XX/XX/26)

~~In the event there is an update the Company's internet reimbursement policy, which results in an increase to the amount reimbursed to Hybrid employees for internet service, the Company agrees to pay the increased reimbursement amount.~~

Travel

No travel time will be paid to Hybrid employees when they report to their regular assigned Company headquarters for their regular working hours on a workday.

When a Hybrid employee reports to a temporary headquarters, the employee shall be paid for the amount of travel time involved which is in excess of the employee's normal commute to their regularly assigned Company headquarters.

For General Construction employees, the language of Title 10 will apply when reporting to a point of assembly location. When on special assignment, the time spent by General Construction employees working remotely from their home for less than one (1) week will not count as disrupting the 30-day period as identified in Section 10.14.

General Construction Expense Allowances

General Construction Hybrid employees will not qualify for Section 10.9 (Per Diem) while working remotely from their home.

Performance Management/Company Policy Adherence/Regular Hours and Meal Periods

Whether working at a Company facility or remotely, all Hybrid employees are expected to follow all Company policies and procedures.

The Company will monitor Hybrid employee's attendance, performance, and conduct to ensure adherence to Company policies and procedures.

Hybrid employees shall only perform work on behalf of the Company during their regularly scheduled work hours and approved overtime periods.

The Company maintains the right to direct work as needed. Hybrid employees will also be responsible for following their department's absence and vacation notification policy, and for promptly notifying their supervisor if their contact information or remote work location changes.

While working remotely, Hybrid employees will observe the same regular work hours, workdays and meal periods as they do when reporting to their regular assigned Company headquarters.

Employee Engagement

The parties recognize the need to utilize technology to ensure continued success in a remote work environment. To support operations, employee engagement and safety, the Company may require Onsite and Hybrid employees to utilize their web camera whether they are working remotely or in an office.

In general, advanced notification of at least 24 hours will be provided to employees when utilization of an employee's web camera will be required. However, the parties agree that employees will be given at least ten (10) minutes advance notice before being asked to utilize their web camera when advance notification has not been provided.

The Company will not require camera use solely to monitor an employee's work.

Temporary Change of Remote Reporting Location

At the request of an individual employee and with their supervisor's permission, a Hybrid employee may be excused from the expectation to report to their regular assigned Company headquarters due to a temporary alternative remote work location. In no case may such temporary alternative remote work location exceed four (4) ~~two (2)~~ weeks. In addition, this provision may only be utilized once in a given calendar year. (Amended XX/XX/26)

Employees are required to use a remote working location that has adequate internet connection and are expected to make every effort to maintain optimal ergonomic working conditions while working at a location other than their usual remote working location.

Oversight Committee

The Company and Union shall each appoint up to three (3) members to be part of an Oversight Committee. The Oversight Committee will attempt to resolve any issues that may arise regarding this Agreement. (Deleted XX/XX/26)

The parties agree that the provisions included above cannot be changed on a local basis. However, consistent with the ESC Labor Agreement, the parties may locally clarify Hybrid employee work hours, work schedules, overtime procedures or vacation scheduling by written agreement between the local Labor Relations Representative and the local ESC Business Representative.

The provisions of this agreement are separate from the "Telecommuting and Remote Access for Monthly Employees" provisions of Section 7.9 of the ESC Labor Agreement, and do not apply to employees who covered by such language, telecommute or remotely access the Company's computer systems for job related purposes. (Deleted XX/XX/26)

For any classification or headquarters within a department where Hybrid employees are working remotely, the parties agree that technology (e.g., SharePoint) may be utilized to satisfy legal and contractual posting and notification requirements.

The parties also agree that this agreement (LA 22-17-ESC) will cancel and supersede Letter Agreement 20-21-ESC upon execution of this agreement.

Upon sixty (60) days written notice, either party may cancel this agreement.

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

Exhibit I (Added XX/XX/26)

This cancels and supersedes the previous Exhibit I

PACIFIC GAS AND ELECTRIC COMPANY POSITIVE DISCIPLINE GUIDELINES

I. INTRODUCTION

It has been the policy of Pacific Gas and Electric Company to enhance and to improve work performance in all areas by means of clear communication and understanding of performance requirements by all employees. To this end, Company will utilize Positive Discipline to:

- 1. Improve communications between supervisors and employees.***
- 2. Improve knowledge and understanding by individuals of performance expectations.***
- 3. Communicate the expectation of change and improvement through coaching and counseling.***

In order to ensure that customers are served effectively, and Company business is conducted properly and efficiently, employees must meet certain standards of performance and perform their jobs in a safe and effective manner. Supervision is responsible for establishing employee awareness of their job requirements, and employees, in turn, are responsible for meeting these standards and expectations. Positive Discipline is a system that emphasizes an individual's responsibility for managing their performance and behavior. It focuses on communicating an expectation of change and improvement in a personal, adult, non-threatening way; while at the same time, maintaining concern for the seriousness of the situation. Key aspects of this system include recognizing and encouraging good performance, correcting performance problems through coaching and counseling, and building commitment to effective work standards and safe work practices.

If an employee has a conduct, attendance or work performance problem, disciplinary action may be necessary to correct the situation. Positive Discipline is designed to provide the opportunity to correct deficient performance and build commitment (not merely compliance) to expected performance in a manner that is fair and equitable to all employees. Each step is a reminder of expected performance, stressing decision-making and individual responsibility, not punishment.

The Positive Discipline Program applies to all regular employees. It does not apply to probationary employees. The performance of probationary employees shall continue to be monitored utilizing performance reviews and counseling. The Employee Assistance Program will continue to play a very important role and should be utilized when appropriate.

The Personnel File refers to the Employee Records that are kept by the Company that include Positive Discipline as well as other employment related documents. The Employee Performance Record refers to the form which is only used by leaders to record and deactivate Positive Discipline.

II. THE POSITIVE DISCIPLINE SYSTEM

A. Coaching and Counseling

Coaching/counseling is the expected method for the supervisor to inform an employee about a problem in the areas of work performance, conduct or attendance. The objective of performance coaching/counseling is to help the employee recognize that a problem exists and to develop effective solutions to it. Since it is the supervisor's approach to a performance problem that often brings about the employee's decision to change behavior, it is critical that the supervisor be prepared.

Coaching/counseling is intended to be a deliberation and discussion between the supervisor and employee. The supervisor will provide either a copy of his/her notes of the conversation, a copy of the Employee Performance Record, or a letter documenting the basic conversation. Any of these may be sent electronically but should note the conversation as a Coaching & Counseling. Normally, performance problems can be resolved at this step.

Coaching/counseling memos or notes kept in the supervisor's operating file should be

deactivated in the same manner as oral reminders (Section VI.A). If a bargaining-unit employee requests a shop steward prior to or during coaching/counseling, such request shall be granted.

B. Positive Discipline Steps

When an employee fails to respond to counseling or a single incident occurs which is serious enough to warrant a formal step of discipline, the supervisor will have several options, depending on the seriousness of the performance problem. These options or steps of the Positive Discipline system are:

NOTE: ALL BARGAINING UNIT EMPLOYEES ARE ENTITLED TO APPROPRIATE UNION REPRESENTATION DURING ANY STEP OF POSITIVE DISCIPLINE.

STEP ONE - ORAL REMINDER

1. Application

The supervisor discusses the conduct, attendance or work performance problem with the employee in a private meeting. The supervisor reminds the employee of the importance of commitment to follow work rules and Company standards. In this problem-solving discussion, the supervisor informs the employee that this is the first step of the discipline process and restates the employee's need to live up to his/her commitment. The meeting closes with the supervisor expressing confidence in the employee's ability to change.

2. Documentation

(a) *The supervisor will prepare a letter documenting the basic conversation, date it and upload it to the personnel file. It should contain the exact performance problem, the date of any coaching/counseling, what offense caused the Oral Reminder, the*

employee's response regarding the need to change to avoid further steps of Positive Discipline.

- (b) *The original copy of the letter is given to the employee.*
- (c) *The supervisor will also make a notation of this discussion on the Electronic Employee Performance Record (Attachment 1).*
- (d) *An Oral Reminder is active for six (6) months.*

STEP TWO - WRITTEN REMINDER

A Written Reminder is a formal conversation between a supervisor and employee about a continued or serious performance problem. The conversation is followed by the supervisor's letter to the employee summarizing the conversation and the employee's commitment to change his/her behavior. It is the second step of the Positive Discipline System.

1. Application

This step is applied when:

- *An employee's commitment to improve is not met within the six (6) month active time period for an Oral Reminder; or*
- *An employee commits a serious offense whether or not any previous disciplinary action has been taken.*

2. Documentation

- (a) *After the conversation with the employee, the supervisor will then write a letter to the employee summarizing the discussion. It should contain the exact performance problem, the date of any Coaching/Counseling and/or Oral Reminders, what offense caused the Written Reminder, the employee's commitment and need to change in the future and whether further steps of Positive Discipline could follow.*
- (b) *The original copy of the letter is given to the employee. The immediate supervisor uploads the letter to the employee's Personnel file.*
- (c) *The supervisor will make a notation of this discussion on the Employee Performance Record (Attachment 1)*
- (d) *The Written Reminder is active for twelve (12) months.*

STEP THREE - DECISION MAKING LEAVE (DML)

The DML is the third and final step of the Positive Discipline System. It consists of a discussion between the supervisor and the employee about a very serious performance problem. The discussion is followed by the employee being placed on

DML the following workday with pay to decide whether the employee wants and is able to continue to work for PG&E by following all the rules and performing in a fully satisfactory manner.

The employee's decision is reported to his/her supervisor the workday after the DML. It is an extremely serious step since, in all probability, the employee will be discharged if the employee does not live up to the commitment to meet all Company work rules and standards during the next twelve (12) months, the active period of the DML, except as provided in Section III.B.

Because the DML is a total performance decision by the employee, there is only one active DML allowed.

1. **Application**

This step is applied when:

- ***An employee's commitment to improve is not met during the twelve (12) month active time period for a written reminder; or***
- ***An employee commits a very serious offense whether or not previous discipline has taken place.***

2. **Documentation**

- (a) ***Notes are to be written covering the key points of the conversation. The exact dates and offenses shall be included. The supervisor should document the topics covered-during the meeting including specific -violations and/or performance, attendance, or conduct issues giving rise to the DML. The employee's response should be included.***
- (b) ***When the employee returns from the Decision Making Leave, the employee will be given a letter summarizing the Decision Making Leave incident and the employee's decision. This letter should be written by the supervisor using the notes mentioned in (a) above. The letter will advise the employee that termination could follow should they fail to live up to their commitment to maintain total performance and abide by all Company rules.***
- (c) ***The original copy of the letter is given to the employee. The immediate supervisor uploads a copy to the employee's Personnel File.***
- (d) ***The supervisor will also make a notation of this discussion on the Employee's Performance Record (Attachment 1).***
- (e) ***A DML is active for twelve (12) months.***

In the event of an employee at a discipline step is placed on an approved leave of absence or is on the Compensation Payroll in excess of ten consecutive workdays, the active periods referred to above will be suspended until the employee returns to the active payroll. However, if an employee is off the active payroll in excess of twelve consecutive months, any discipline will be deactivated upon his/her return to the active payroll.

C. **Reviewing Performance Record**

The employee shall have access to view their Employee Performance Record currently stored in the "About Me" PG&E Intranet Page.

The employee shall have access to their employee Personnel File by a request to the Company. The request should be made in accordance with the Company standard.

III. TERMINATION

- A. ***Termination occurs when Positive Discipline has failed to bring about a positive change in an employee's behavior, such as another disciplinary problem occurring within the twelve (12) month active duration of a DML. Termination may also occur in those few instances when a single offense of such major consequence is committed that the employee forfeits his/her right to the Positive Discipline process, such as:***

***Theft
Striking a member of the public or another employee
Energy Diversion
Curb reading of meters
Driving Under the Influence of Alcohol in a Company Vehicle or while on Company paid work or travel time***

- B. ***Notwithstanding the foregoing, if a performance problem which normally would result in formal discipline occurs during an active DML, the Company shall consider mitigating factors (such as Company service, employment record, nature and seriousness of violation, etc.) before making a decision to discharge, all of which is subject to the provisions of the appropriate grievance procedure for bargaining unit employees. In addition, a summary of the decision not to terminate should be documented and placed in the employee's Personnel File and the employee should be given a copy of the summary.***

IV. ADMINISTRATIVE GUIDELINES

- A. ***Rule infractions are generally divided into three categories. These are (1) work performance, (2) conduct and (3) attendance. The maximum number of oral reminders that may be active at one time is three (3) and these must be in different categories. Should another performance problem occur in a category where there is already an active oral reminder, the discipline step must escalate to a higher level of seriousness, usually a written reminder. The maximum number of written reminders that may be active at one time is two (2) and these must be in different categories. Should another performance problem occur in a category where there is already an active written reminder, the discipline step must escalate to a DML.***

The above language refers to escalation to the appropriate disciplinary step once a decision to formally discipline has been made. In lieu of taking formal disciplinary action, the supervisor may opt to coach/counsel an employee, taking into consideration mitigating factors.

In addition, where appropriate, such as an employee who exhibits an inability to work in a classification that is not directly supervised, consideration for demotion should be made.

Placement of a bargaining unit employee at a Positive Discipline step or termination of a bargaining unit employee may be grieved by that employee's Union on the grounds that such action was without "just cause", the degree of discipline was too severe or there was disparity of treatment, pursuant to the provisions of the appropriate grievance procedure.

Under Positive Discipline, the time limits for filing a grievance commence on the date of the disciplinary discussion, unless the employee's receipt of the discussion documentation exceeds three working days. If receipt of such documentation exceeds three working days, the time limit for filing a grievance will be extended by an equivalent number of days.

Because the Decision Making Leave is a total performance decision on the employee's part, there is only one DML. Additionally, while the DML is active, no other formal steps of Positive Discipline may be administered, except as provided for in Section III.B.

- B. *The following list, which is not intended to be all-inclusive, gives examples of rule violations and general categories they fall into:*

Attendance:

*Absenteeism Tardiness
Sick Leave Abuse (Positive Discipline will not circumvent or supersede sick leave abuse sections of any Labor Agreement)
Unavailability
Extended
Lunches/Break
Periods No
Call/No Show*

Conduct:

*Driving under the influence of Alcohol in a Company Vehicle or while on Company paid work or travel time
Violation of the Employee Conduct Standard
Carrying Firearms on Company Property or in Company Vehicles Leaving Assigned Work Area/Location Without Permission
Insubordination: Refusal to Follow Supervisor's Instruction Refusal to Work
Overtime in an Emergency Situation
Fighting or Provoking a Fight on Company Property Falsification of any Company Document or Record
Conducting Personal Business on Company Time Without*

**Permission Reporting a False Reason for an Absence
Congregating
Verbal and/or Sexual Harassment
Initiating, Encouraging or Participating in a Walk-Out or
Work Slowdown Allowing Guests on Restricted Company
Property Without Permission**

Work Performance:

**Failure to Adhere to Safe Work Practices and Accident
Prevention Rules Unsatisfactory Work Performance
(Quality/Quantity, Effort and/or Negligence) Backing or
Automotive Accidents
Sleeping on the Job Poor Housekeeping
Excessive Time Away from Workstation**

**Note: For some types of performance problems caused by an
ability deficiency, demotion to a lower classification may be the
appropriate action rather than implementing any step of Positive
Discipline.**

- C. **Offenses in each of the three categories are normally assigned a level of severity. Their level of severity can be minor, serious or major in nature. As a general rule, the seriousness of the offense dictates which step of the Positive Discipline process would apply.**
- D. **The above list is not totally inclusive. In addition, Company Standards, Safety, and Procedural Rules, along with sound judgment and common sense should govern individual conduct and actions. Individual departments and locations also have rules and standards which must be adhered to or met.**

V. **CRISIS SUSPENSION**

As has been past practice, a crisis-suspension should be used when an employee's inappropriate behavior is so serious immediate removal from the workplace is necessary because the employee's actions indicate that remaining on or returning to the job may be detrimental to the employee, fellow employees, customers, or the Company. The employee shall be required to leave Company property pending investigation. Some examples would be theft, insubordination, threat of violent action, destruction of Company property or reporting to work under the influence of alcohol or drugs. These situations will be handled in the following manner.

1. **If, upon completion of its investigation, Company finds that there is insufficient evidence to support the alleged misconduct, the employee will be placed back to work and will be paid for the investigatory time off.**
2. **If, upon completion of its investigation, Company finds that there is sufficient evidence to support termination, the employee's employment will be terminated, and the investigatory time off will be without pay.**

3. ***If, upon completion of its investigation, Company finds that there is sufficient evidence to support disciplinary action but not termination, the appropriate step of Positive Discipline will be administered, and the employee will be reimbursed for the investigatory time off without pay. However, should an employee be unfit for work or otherwise unavailable, the employee shall not be reimbursed for such time.***

VI. **DEACTIVATION**

A very important step of the Positive Discipline system, which recognizes improved performance, is the deactivation process. If an employee has maintained fully satisfactory performance during the active period of a disciplinary action and the employee's attendance, conduct, and/or performance improves, it is imperative that the supervisor acknowledge the improvement. The administrative process of deactivation is summarized below:

A. **Oral Reminder**

At the end of the six-month active time period, the immediate supervisor meets with the employee, informs the employee of the inactive status of the Oral Reminder and commends the employee for improved performance. The supervisor notes the inactive status on the Employee's Performance Record.

B. **Written Reminder/DML**

At the end of the 12-month active time period for the written reminder and the 12-month active time period for the DML, the supervisor initiates a letter advising the employee of the inactive status of the step, and commends the employee's improved performance. Copies are distributed to all who were previously copied on the written reminder or DML letters with the exception of the employee Personnel File. The supervisor also notes the inactive status on the Employee's Performance Record.

VII. **RECOGNIZING GOOD PERFORMANCE**

The supervisor is a very important member of the work group. Since the supervisor's job is to get work done through others, it is essential that energies be concentrated on helping employees be as successful as possible. What a supervisor expects of an employee and the way the employee is treated to a large extent determines that employee's performance. Good performance is a shared responsibility.

The supervisor has an opportunity to foster a working environment that is based on mutual respect and trust, a collaborative team effort that is mutually beneficial to the supervisor, the employee and the organization. Positive Discipline is intended not only to resolve performance problems, but also to focus on improvement in performance and recognize exceptional performance. Reinforcement of this type of behavior will help to ensure its continuation and should be used under the following circumstances:

- A. ***When an employee's attendance, conduct and/or performance improves, it is imperative that the supervisor acknowledges the improvement in a way that encourages the employee to maintain the improvement. Such changes in behavior that are ignored often disappear.***
- B. ***When an employee deserves recognition and commendation for performance above and beyond the call of duty, such as:***
- ***Taking immediate action in a crisis or emergency.***
 - ***Developing a cost or work saving idea.***
- C. ***Providing special training or assistance to other employees. When an employee deserves recognition and commendation for performing competently and diligently over a period of time. Examples would include:***
- ***Maintaining a good attendance record over a significant period of time.***
 - ***Maintaining a record of working safely.***
 - ***Maintaining a spirit of teamwork that is demonstrated through specific actions.***

In a discussion of this nature, the supervisor must refer to the specific improvement or incident with which the supervisor is pleased. The supervisor must be specific and sincere. These positive contacts should be noted on the employee's performance record. If the employee's performance is exceptional or the supervisor is deactivating a step of Positive Discipline, a letter to the employee should be prepared by the supervisor recognizing this exceptional or improved performance. A copy should also be placed in the employee's Personnel File, unless it is a deactivation memo/letter. This type of recognition can be highly successful in establishing and maintaining a motivating, productive work environment.