



# Joint Steering Communication

## *Information Update: Negotiations*

Louis Correa, Joint Steering Committee Chair

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### The Union and the Company Start the Counter-Proposal Phase in Negotiations

With the exception of one proposal regarding an apprenticeship training trust, the Union and the Company finished *exchanging* proposals on July 16, 2008. On July 29, 2008, the Union and the Company reconvened to begin the next step in the negotiation process – the *counter-proposal* phase. A step whereby the Union and the Company each counter the other party's proposals in order to assess the level of importance of each side's initial proposals.

Taking into consideration that the Company has exchanged all of its proposals, we can expect they will counter the Union's *wage adjustment* and the *term of the agreement* proposals having not offered initial proposals on either area of concern.

In addition, there has been some confusion about the *Labor Relations Bulletins* going out to the management employees. As they are written, it may be misunderstood that the Union and the Company are at a point of *tentative agreement* which isn't so, at this time. At this point, the proposals are "fluid" and subject to change as we go along until we reach a tentative agreement. Once we reach the point where the proposals that remain are acceptable to both sides, the tentative agreement will be taken to the membership for ratification or rejection.

### *Negotiations During the Week of July 28, 2008*

#### **Company Counter to U-6 Section 2.2 (B) Union Leave of Absence**

The Company counter-proposed to accept parts of Union proposal U-6: include Union Conferences for leave of absence at the Union's expense; eliminate the ten-day leave of absence limit during negotiations for Union administrative duties when mutually agreed upon by the Union and the Company; and implement an electronic process for submitting leave requests if the Union accepts Company proposals C-7 requiring a minimum of 48 hours notification for Union leave of absence and minimize the number of employees on Union leave, C-9 requires 48 hours notification increased from 24 hours to conduct Union activity on Company property, and C-15 decrease the number of Region Shop Committees by combining Pacific North and Pacific South ( former Orange Coast ) into one.

#### **Company Counter to U-17 Section 3.5 Veteran's Seniority Credit**

The Company counter-proposed to summarize *military leave of absence* benefits and entitlements to all employees enlisted in the armed forces under the presidential Executive Order 13223 – including the National Guard – and called to duty due to the Afghanistan/Iraq wars in a Letter Agreement, update the current language in the contract under Section 3.5, and add a *leave of absence provision* to the Part-Time Letter Agreement

### **Company Counter to U-18 Section 3.6 Seniority in Shifts/Schedules Assignments**

The Company counter-proposed to accept the Union's proposal regarding selecting shifts/schedules in the Call Centers twice per year for the months of April and October beginning April 2009 if the Union accepts Company proposal C-19 eliminating the *Customer Service Field Employees* Letter Agreement on page 201 of the current collective bargaining agreement and if the Union accepts that *schedules* have "built-in" *Scheduled Days Off*.

### **Company Counter to U-35 Section 4.4 (A) Vacation**

The Company's counter-proposal to accept changing the contract language in this section from "*company convenience*" to "*operating necessity*" if the Union accepts Company proposal C-36 requiring employees to schedule vacation, enabling the Company to schedule an employee's vacation if an employee had more than the 120-hour maximum carryover, and include a *24 pay periods payment option* for sold vacation of 40 hours or more.

### **Company Counter to U-48 Section 4.4 (J) Employee's Personal Vehicle Insurance**

This counter-proposal would eliminate contract language in this section that refers to company procedure 100.0130 and maintain the Company practice of only using the most current IRS casual mileage reimbursement rate.

### **Company Counter to U-58 Section 5.10 Position Opportunity System**

If accepted, the Company would post the name and seniority of employees who were offered and accepted a bid within 5 days, utilize the existing POS sub-committee to explore implementing a real-time bidding system, and add test sessions only when open seats due to "no shows" stop occurring. In addition, the Union would have to: withdraw Union proposal U-60 requiring the Company to post job openings for 14 days; withdraw U-61 pay and reimbursement for lost time wages, mileage and related expenses due to pre-qualifying tests and job interviews for all employees, including part-time; and accept Company proposal C-59B which would count temporary assignments as *time in grade* when there is at least one (1) year in the last five (5) years with *satisfactory performance* in the grade, the Company would provide *online posting* of test results, require employees to cancel within five (5) business days when they cannot attend a test session, require employees to submit bids for positions *in the line of progression* (promotional), including for positions at their work location, all remaining bids would be cancelled when a bid has been accepted by an employee, increase the bid restriction when an employee is *disqualified* from three (3) months to six (6) months, decrease the number of days for *return rights* from 56 days to 42 days, require employees to have prior experience and/or background in order to meet the minimum qualifications, employees would be provided with *feedback* when they do not pass a pre-qualifying test, and the Union would have to accept other *miscellaneous* clarifications in this section.

### **Company Counter to U-71 Appendix C - Alternative Dispute Resolution (ADR)**

If accepted, this counter-proposal may provide for Union and Labor Relations designees to be involved in the ADR process at the work location level when the discipline to be assessed is more than three (3) days.

### **Company Counter to U-72 Section 6.8 Grievance/Arbitration Procedure**

In this counter-proposal: the Company proposed to maintain the current arbitration procedure; update the list of arbitrator; replace the arbitrator who passed away; add an arbitrator to each of the three (3) panels

of arbitrators (Discharges, Contract Interpretation/Discipline and Expedited Arbitration), and select a new Expedited Arbitration panel; and to allow the Union and the Company to mutually agree to select the next arbitrator on the list when an arbitrator is not available within six (6) months.

### **Company Counter to U-76 Appendix B Job Index Listing – Job Progressions and Layoff Areas**

This counter-proposal would provide that all jobs in the Administrative Support job progressions would have progression bid rights to all other Administrative Support job progressions if the Union accepts all of the following Company proposals: C-59A add *Senior Cathodic Protection Specialist (Grade 8)* and *Cathodic Protection Technician (Grade 6)* positions in the Transmission department creating a new line of progression; C-77 to provide Transmission and Storage employees with *appropriate training and experience* before allowing promotion into Specialist positions and eliminate notes 4 and 5 on pages 182 and 183 of Appendix B of the contract as well as eliminating the *Bid Priorities in Transmission and Storage* Letter Agreement on page 197 of the contract; C-78 to provide the Energy Technician Distribution (ETD), the Lead Construction Technician (LCT) and the Pipeline Planning Assistant equal bid priority into the Planning Associate classification; C-79 add *Lead Work Order Sketcher (Grade 6)* and *Work Order Sketcher (Grade 5)* classifications in the Gas Distribution Technical Services department, add separate line of progressions for Planning and Sketching; C-80 change the Leakage Control Clerk-3 Distribution-Technical Services classification to Administrative Clerk-3 in order to create one Administrative & Control and System Protection workgroup in Technical Services; and C-111 on pages 164 through 185 adding Qualified Typist and Knowledge of Typing to the Administrative Clerk-3 classification, eliminate Business Solutions references, add Warehousing and Shop reference to Headquarters Typical Job Progressions, eliminate references of the Mechanic #2, Material Delivery Control Clerk-2, and Senior Shop Mechanic classifications, change Information Technology reference to Telecommunications Field in the Headquarters Typical Job Progressions, add Qualified Typist and Knowledge of Typing to the Administrative Clerk-3 Bilingual classification, eliminate reference to Sundry Billing line of progression, eliminate reference to the Data Control Clerk-3, Care Processing Clerk-2, Cash Records Clerk-2, Care Clerk-1, Lead Gas Measurement Clerk-5, and Gas Measurement Clerk-3 classifications, add reference of Mail Payment Clerk-1 and Gas Measurement Analyst-5 classifications, and other miscellaneous department name changes.

### **Company Counter to U-83A Appendix C**

Under this counter-proposal, the Company would accept Union proposal U-83A which would modify the language of the Letter of Agreement on page 189 of the contract regarding *part-time* and *full-time temporary* employees becoming part of the bargaining unit once they *accumulate* 520 hours of service, initiate dues check-off after 520 hours, *eliminate* language that limits representation, and *eliminate* language which stipulates that part-time and full-time temporary employees are *terminable at will*. The Company would agree to accept: U-83A if the Union withdraws U-16 which would give seniority to part-time employees under Section 3.1 General Seniority Policy on page 30 of the contract; and the Union would have to agree to "*move to an electronic process for dues authorization*".

### **Company Counter to U-83G Appendix C**

With this counter-proposal, the Company expressed interest in the Union's proposal regarding *roving main gangs* and agrees to establish a sub-committee consisting of Union and Company representatives to explore adding more roving main gangs.

### **Company Counter to U-104 Appendix D Pension and Benefit Agreement – Disability Benefit Plan**

In this counter-proposal, the Company would accept Union proposals U-66 disabled employees offered the option to choose *termination wages* under the terms of the agreement if offered a job more than fifty (50) miles from their last work location and U-104 which would increase the number of years employees who become *Permanent and Stationary* may be eligible for Disability Benefits from 1, 2 and 3 years to 2, 3 and 4 years determined by the years of service if the Union accepts Company proposals: C-89 determine when an employee becomes Permanent and Stationary, provide flexible eligibility elimination periods of 28, 60 or 90 days chosen by the employee effective with the open enrollment period of 2010 to purchase disability coverage, require disabled employees to *actively engage in a job search*, suspend disability benefits if a Social Security award results in overpayment and until the overpayment is recovered, clarify the “work hardening” section of the Disability Plan, add to terminate disability benefits sixty (60) days after a vocational rehabilitation benefits *settlement* is received, and add language to terminate disability benefits one (1) year after reimbursement of vocational rehabilitation voucher; and C-107 to create two new appendices (Disability Plan–Appendix G and Life Insurance Plan–Appendix H), amend and restate the Pension Plan, include Internal Revenue Service limitations under Section 415 of the IRS Code, update top-heavy provisions to reflect March 2006 revisions, add lump-sum calculation and payment changes due to the Pension Protection Act of 2006, add language to reflect changes on minimum distribution requirements due to mitigated and fluid regulation changes in 2002, add language to reflect the Economic Growth and Tax Relief Act of 2001, add language to reflect the Uniformed Services Employment and Re-employment Rights Act of 1994, add language to reflect an IRS Determination Letter approve an amended and updated the restatement of the Pension Plan, the Life Insurance and Disability Benefits Plans. And, if the Union withdraws proposals U-42 conduct medical and therapy appointments related to injuries sustained on the job during working hours and U-106 to increase Disability Benefits by 20% of the current percentages.

### **Union Counter to C-15 Section 2.5 (E) Shop Committees**

With this counter-proposal all Shop Committees would be consolidated to one venue and all issues between the Unions and the Company would be addressed with the Joint Steering Committee and Labor Relations representatives.

### **Union Counter to Company Counter to U-58 Section 5.10 Position Opportunity System (POS)**

In this counter the Union is proposing: to post the name and seniority date of successful bidders; establish test sessions and locations based on the number of employees enrolled for testing; pay for time related to tests and interviews; the Company to provide a “no show” quarterly report to the Union showing the name, employee identification number, the test battery, and the date of the test; and utilize the POS sub-committee to establish a *real-time bidding* process by July 1, 2009.

### **Union Counter to Company Counter to U-71 Appendix C Alternative Dispute Resolution (ADR)**

In this Union counter-proposal to the Company counter-proposal to U-71, the Union is proposing that ADR discussions may be implemented when both parties request it, discipline through the ADR process greater than 2 days off must be approved by Local President or designee, the Company to provide an ADR monthly report to the Union, and the employee will receive a copy of the ADR documentation.

### **Union Counter to Company Counter U-72 Section 6.8 Grievance/Arbitration Procedure**

The Union is proposing if the selected arbitrator is not available within six (6) months, the Union and the Company may mutually agree to select the next arbitrator on the list of arbitrators.

### **Union Counter to C-85 Appendix C Energy Technician Residential Apprentice Progression**

The Union proposed that the apprentice progression begin at the ETR-Apprentice classification and progress to the ETR classification, new employees would remain in the progression for a minimum of three (3) years, regular employees who do not successfully complete ETR Training would receive on-the-job training at the work location and be restricted from formalized ETR training for a minimum of six (6) months, no restriction to bid to another line of progression during the six (6) month waiting period, an employee would be placed in the Field Service Assistant classification at their current work location if he/she does not successfully complete ETR Training a second time, part-time employees would be returned to their previous job if they do not successfully complete ETR-A Training, external hires would start at the ETR-Apprentice classification, employees currently in the Field Technician classification may remain in the classification if they choose to, and *split days off* would be eliminated. This proposal is contingent upon the Company accepting: Union proposals U-18 provide selection of shifts and schedules for Call Center employees twice per year; U-23 pay double the straight time wage rate for all mandatory overtime; U-55 adding language to the contract stipulating Sunday is not a regular workday and remove Industrial Service Technicians from working Sundays; U-62 through U-65 the proposals pertaining to establishing and funding Apprenticeship Training Programs and the Trusts associated with them; and withdraw Company proposals C-24 modifying the definition of overtime and requiring anything in excess of eight hours and up to 12 hours and the first eight (8) hours worked on the seventh day would be paid at the overtime rate; and C-29 modify language in the contract to stipulate that overtime is paid at one and one-half times the employee's regular rate of pay. If the Company accepts this proposal the Union will withdraw U-2 to modify the Peace Principles by eliminating language restricting the Union from campaigning against the Company and management, U-10 requiring representational rights for wildcat strikers and U-11 requiring the Company to provide for Union representative introduction for new employees.

### **Union Counter to C-93 Appendix E Retirement Savings Plan**

In this counter-proposal, the Union is requesting of the Company to make a one-time 3% contribution to 401(k) accounts for all employees and match employee contributions dollar for dollar up to 6%. In addition, the Union is requesting that the Company accept Union proposal U-92 the Company to provide annual 401(k) informational meetings.

***We are Union. A collective of men and women working together to provide a safe and reliable service to the community, our neighbors, and our families.***

***Strength Is Unity.***