

NEGOTIATION SUMMARY
TUESDAY, September 2, 2008

JOINT STEERING COMMITTEE

Union Members: Louis Correa, Chair (132); Nancy Logan, Recording Secretary (132); Art Frias, (132); Roy Bozarth (483); Rick Lankford (47); Ken Balderama (132); Michael Barber (132); Marvin Turner (350); Jacquelin Allen (995); Randy Fort (170); George Garcia (70); Bernardo Garcia (UWUA); John Lewis (ICWUC).

10:25 AM Vote taken for 1st and 2nd chair:

Motion made by Rick Lankford to nominate Michael Barber to 1st chair, Second by Nancy Logan; MSC

Motion made by Rick Lankford to nominate Jackie Allen to 2nd chair, Second by Marvin Turner; MSC

Meeting began with management at 3:44 PM

Company Present: Sue Bosworth; Sara Franke; John Prince; Jim Rapose; Manny Alvarado; Mike Baldwin

Union Counter to Company proposal C-37

- **SHORT TERM REMAINS THE SAME**
- **EXTENDED-TERM BUCKET is decreased by one (1) week**
- **EXTENDED-TERM BUCKET after five (5) years of service.**
- **100% cash-out of all unused SICK LEAVE and BONUS LEAVE at time of retirement.**

When the Company determines that the absentee rate in any department, classification or work location exceeds 2.1%, a committee consisting of two (2) members appointed by management and two (2) members appointed by the union, (1) each from the UWUA and ICWUC will be appointed to assess the problem and recommend possible solutions.

The committee will review all appropriate data it deems relevant to the absentee problem in an effort to assess the increase in absence rates for the group or workplace and formulate a plan to alleviate the problem.

The committee's recommendations will be forwarded to the combined, Company and Union bargaining committee for implementation. The absentee rates for the affected group(s) or locations will be reviewed by the committee every sixty (60) days in order to determine if the plan is having a positive effect, or if the committee needs to revise the action plan.

This proposal is contingent upon the following:

- **The Company accepts U-43 (HOLIDAY)**

- The Company accepts U-47 (JURY DUTY)
- The Company accepts U-45 (PERSONAL BUSINESS)
- The Company accepts U-3 (CARD CHECK)
- The Company accepts U-20 (NEW TECHNOLOGY)
- The Company withdraws C-95 (POST-RETIREMENT)
- The Company withdraws C-90 (CASH BALANCE)

Extended-term Paid Sickness Leave:

Employees in active service who have completed ~~three (3)~~ five (5) years or more of regular employment shall receive the following Extended Term Paid Sickness Leave. In addition to the Short Term Annual Sickness Allowance:

Completed service by end of Calendar year in which Disability begins	Calendar Weeks or Working Days	Equivalent or Working Hours
3 years	1 week	40 hours
4 years	1 week	40 hours
5 years	2 weeks	80 hours
5 years	1 week	40 hours
6 years	3 weeks	120 hours
6 years	2 weeks	80 hours
7 years	4 weeks	160 hours
7 years	3 weeks	120 hours
8 years	5 weeks	200 hours
8 years	4 weeks	160 hours
9 years	6 weeks	240 hours
9 years	5 weeks	200 hours
10 years or more	7 weeks	280 hours
10 years or more	6 weeks	240 hours

Any portion of an employee's "Extended Term Paid Sickness Leave" which has been used during any calendar year will be replenished the first day of the next calendar year. An employee's Extended Term Paid Sickness Leave is not an annual accrual and is not subject to use for spouse, child or parent.

Any employee whose extended sick leave has been exhausted may elect to apply unused Current term sick allowance to his or her extended sick leave allowance.

Completed service with the Company runs from the day, month, and year recorded as the official date of the employee's entry into such service.

The Extended Sick Leave of an employee who will have completed ten or more years of service by the end of the calendar year in which a disability begins shall be increased by four weeks (160 working hours) if he or she has been absent because of illness or injury less than 160 hours in the previous five calendar years (averaging less than one week per year). Unpaid absence shall be included in calculating said 160 hours, but absence because of industrial accident shall not be included. Once an employee has earned the "bonus" allowance of 160 working hours as defined in this paragraph, it shall remain a part of his or her Extended Sick Leave to be reduced only by the extent to which he or she

may receive more than ~~280~~ 240 working hours of Extended Sick Leave in any calendar year. If the “bonus” allowance is so reduced, it may be restored to 160 working hours by another period of five consecutive calendar years in which the employee is absent because of illness or injury less than 160 hours.

Company Counter to Union Counter includes the following:

C-37 (enhanced – restructuring sick time benefit)

U-40 (class A/B license)

U-55 (CSF work scheduled)

U-58 (real-time bidding)

C-59B (POS)

U-61 (POS)

The Company proposes the following:

- **The Company will address concerns expressed regarding C-37 related to potential catastrophic illnesses that, in rare cases, may occur two years in a row, back to back, wherein an employee may have exhausted of all his/her sick time. That is, the Company will enhance C-89 to move employees from a 60 day elimination period to a 28 day elimination period beginning in 2010. This cost will be paid by the Company.**
- **In response to U-40, the Company will provide employees who are required to maintain a class A or class B driver’s license, a quarterly allowance of \$100.**
- **In response to U-55 the Company will establish that Sunday is not a regular work day for ISTs. (Industrial Service Technicians)**
- **In response to U-58 the Company will move to a real-time bidding system by July 31, 2009.**

The above is contingent on the following:

- **The union accepting C-37, the restructuring of sick time benefits with the above enhancement**
- **The union accepting the Company’s counter to C-59B regarding POS**
- **The union withdraws U-61.**

4.5 Special Provision (G) Class A/B Licenses

Class A and Class B license: Employees who are required to maintain a class A or class B driver’s license as part of their job duties will be paid a quarterly allowance of \$100, provided they are on the active payroll at the end of each quarter.

5.5 Special Work Schedules – Industrial Service Technicians

As a result of the 2008 contract negotiations the Company and the Union agree to the following: Industrial Service Technicians will not be scheduled to work on

Sundays on a regular basis. This letter agreement may be revoked if customer demands change and the need to establish regular work schedules with Sundays as a regular day for Industrial Service Technicians. If conditions change then the provisions of section 5.5B are applicable.

Company Counter to Union Counter U-58 and U-59B

- **Implement a real time bidding process no later than July 31, 2009. Should system programming development or testing causes unforeseen delay, the Company will keep the Union fully informed. Current pre-qualification process will remain as is.**
- **Post the name and the seniority date of the employee who is the successful bidder within five (5) days.**
- **Modify the contract to establish that the Union and the Company will encourage employees to cancel test sessions within 5 business days if they are not able to attend.**
- **Modify contract to allow time in temporary assignments to count toward pre-requisite job experience. Accepting this proposal does not invalidate any outstanding grievances pertaining to “time in grade” which currently may be outstanding.**
- **Modify contract language to provide for online posting of test results.**
- **Modify contract language to require employees to submit bids for promotional opportunities until real-time bidding process is established. While employees are not restricted for promotional opportunities at the work location after accepting a job, bids will no longer remain active, and employees would be required to resubmit bids for promotion.**
- **The restriction from bidding due to disqualification shall remain at 3 months.**
- **The 56 day return rights shall remain.**

Added language for C59B:

- **All jobs to be filled will be posted for five working days using E-bid. It shall be the individual employee’s responsibility to learn of the posting and submit a bid via E-BID during the five day posting period. When the job is filled, the name and seniority of the employee who is given the job will be posted within five working days.**
- **For employees bidding to jobs that require pre-requisite job experience, all time in temporary assignments will count toward the pre-requisite job experience, where there is at least one year in grade, demonstrated ability to perform the job and documented Company training, if applicable. Pre-requisite job experience means the employee has held the pre-requisite classification (includes temporary assignments) for at least one year in the last five years.**

Proposal C-95

- **The Company will retain the existing post age 65 retirement benefits when Medicare becomes primary and the Company benefit becomes secondary.**

All other enhancements remain as offered including the following:

- **The Sickness component of the Health Reimbursement Account (HRA) would be based on the aggregate value of a percentage of total unused Sickness Allowance at the date of retirement.**
- **The percentage of unused Sickness Allowance would be based on years of service as of January 1, 2009 as follows:**
 - **40+ years 60%**
 - **35-39 years 50%**
 - **30-34 years 40%**
 - **25-29 years 30%**
 - **20-24 years 20%**
 - **Less than 20 years 10%**