

A G R E E M E N T

Applying to PG&E
Security Department Employees at
Diablo Canyon Power Plant

B E T W E E N :

Service Employees International Union,
United Service Workers West

and

Pacific Gas and Electric Company

Effective 1/1/2022

Service Employees International Union
USWW
3411 East 12th St., Suite 200
Oakland, California 94601
(510) 437-8100

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This Agreement dated January 1, 1985 has been amended on the following dates:

July 1, 1988
March 1, 1991
July 1, 1991 (Title 9 only)
March 1, 1994
January 1, 2000
March 1, 2003
March 1, 2008
March 1, 2009
August 1, 2009
August 1, 2012
January 15, 2013
December 12, 2016
November 16, 2018
August 24, 2022



**Pacific Gas and
Electric Company.**

PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS
375 N. WIGET LANE
SUITE 130
WALNUT CREEK, CA 94598
925.974.4401

August 8, 2022

Mr. Mark Sharwood, Bargaining Director
United Service Workers West
Service Employees International Union
1401 21st Street, Suite 310
Sacramento, CA 95811

Dear Mr. Sharwood:

This letter and its attachments will confirm the Company's understanding of the settlement reached on July 25, 2022 between the Company's Negotiating Committee and the Union's Negotiating Committee in Mediation with respect to the Collective Bargaining Agreement (CBA) between the Company and SEIU – USWW. It is our understanding that this agreement requires ratification by your membership and that SEIU negotiating committee will recommend a yes vote.

Term

The Collective Bargaining Agreement (CBA) will have a four year term of January 1, 2022 through December 31, 2025.

Ratification Vote

The tentative agreement reached for the General Wage Increase, Working Conditions, and Benefits proposals is subject to approval by the PG&E Senior Officers and ratification by the SEIU-represented employees.

Wages

The Company will grant a General Wage Increase using normal rounding of three and three-quarter percent (3.75%) effective January 1, 2022; three and three-quarter percent (3.75%) effective January 1, 2023; three and three-quarter percent (3.75%) effective January 1, 2024; and three and three-quarter percent (3.75%) effective January 1, 2025. Exhibit A, wages, is included in attachments.

The General Wage Increase for January 1, 2022 is retroactive, and any wages owed to employees, due to the retroactivity of the wage increase, will be paid as soon as practicable following ratification and implementation of the wage increase.

Overtime

Effective January 1, 2023 the Short Notice Overtime penalty 12.5(c) including (c)(1) and (c)(2) shall

be reduced from 1 hour of pay at the time and one half rate of pay to 0.5 (1/2) hour of pay at the time and one half rate of pay.

The overtime call out process will be updated to reflect the Company is required to make an attempt to contact the employee by telephone at the telephone number provided by the employee. If the employee does not answer, the Company is required to leave a message, however the Company is not required to wait for a response before contacting the next employee(s) on the list. If the voice mail is full, or is not set up to take messages, the Company is not required to take any further action to contact that employee.

Unanticipated Vacation

Requests for the use of Unanticipated vacation must be made at least 24 hours in advance but no more than three (3) days in advance of the time to be taken off.

Shift Selection

Implementation of shift changes will be effective the first Sunday of the second pay period in January and the first Sunday of the second pay period in July.

Uniforms

Title 13.1 and 13.3 will be updated to reflect that uniform shoulder patches are no longer used.

Checkoff

Update checkoff language to incorporate the use of electronic records to verify membership and authorize deductions for Union dues and fees.

Labor Management Meetings

Change dates of Labor Management Meetings to be held the first Thursday of March and September.

Add language to allow up to five (5) Union members up to four (4) hours of Union paid time off up to two (2) time per year to prepare in advance of the labor management meeting.

New Employee Information

Update language clarifying information provided and the cadence of the notifications.

Grievance Process

Updates filing timelines to require grievances that involve the discharge of an employee must be filed not later than 14 calendar days after the employee is notified in writing of the discharge. All other grievances must be filed not later than 30 calendar days after the date of the action complained of or the date the employee became aware of the incident, which is the basis for the grievance, whichever is later.

Temporary Upgrade

Update language to reflect that the duties of Field Training Officer, Perimeter Intrusion Testing crew member, EWS Testing, Adversary team member, Task Performance Evaluation evaluator and Visitor/Counter Vehicle Coordinator is not work exclusive to the Bargaining Unit.

Exhibit C

Allow employees placed under C7 to retain seniority for the purposes of scheduling vacation, Floating Holidays and for shift selection. This includes the following placements NSO to NSO-U; NSO to NSO-z and NSO-Z to NSO-U.

Attachments

The Company and Union Negotiation committees have reached agreement on the attached proposals which will be incorporated into the base agreement pending a ratification vote and approval by PG&E Senior Officers. The attachments include proposals which modify or add to Title 2.4, 4.4, 5.7, 8.15, 9.3, 10.7, 11.1, 12.2, 12.5, 13.1, 13.3 Exhibit A and Exhibit C.

If this letter, and its attachments, meet with your understanding of the agreement between SEIU United Service Workers West and the Company, pending ratification, please so indicate by signing below and return one executed copy of this letter to the Company.

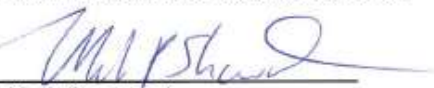
Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: 
Matt Levy
Senior Director, Labor Relations

The Union is in agreement.

SEIU - UNITED SERVICE WORKERS WEST

Date: 9/11, 2022 By: 
Mark Sharwood
Bargaining Director

AGREEMENT

This Agreement made and entered into this *twenty-fourth day of August 2022* by and between Pacific Gas and Electric Company, hereinafter referred to as Company, and *Service Employees International Union (SEIU), United Service Workers West (successor to SEIU Local 24/7)*, hereinafter referred to as Union,

Witnesseth that:

WHEREAS the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that Company, Union and the general public may benefit therefrom, and to establish wages, hours and working conditions for certain hereinafter designated employees of Company.

NOW, THEREFORE, the parties hereto do agree as follows:

TITLE 1. PREAMBLE

1.1 Principles

The parties recognize that the free private enterprise system in the United States has produced the highest standard of living anywhere in the world, and they hereby confirm their adherence to, and belief in, that system. In accordance with such belief, the parties support the principle of private ownership of public utilities under enlightened regulation by public authority. Further, the parties support the principles of collective bargaining and self-organization.

1.2 Non-Discrimination

It is the policy of Company and Union not to discriminate, harass or allow the harassment of an employee or applicant for employment on the basis of race, , religion, national origin, ancestry, marital status, physical or mental condition, , marital status, pregnancy, gender identify, registered domestic partner status, request for family medical leave, sex, sexual orientation, color, age (40 or over), veteran's status, any other category or status protected by law, or any other non-job related factor.
(Amended 8/1/098/1/09)

1.3 Section Titles

Section Titles in this Agreement are for identification purposes only and are not to be used for the purpose of interpreting either the intent or the meaning of the language of any Section.

1.4 Gender

As used herein, the masculine, feminine, or neuter gender pronoun and the singular or plural number, shall each be deemed to include the other whenever the context so indicates.

TITLE 2. RECOGNITION

2.1 Recognition - Bargaining Unit

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, Company recognizes Union as the exclusive representative of all Nuclear Security Officers (NSO) and Alarm Station Operators (ASO) and Nuclear Security Officer – Unarmed (NSO-U, a.k.a. NORA) and Zebra Officers employed by Company at its Diablo Canyon Power Plant. (Amended 1/15/13)

2.2 Applicability

The provisions of this Agreement shall be limited in their application to employees of Company in the bargaining unit described in Section 2.1. Wherever the words "employee" and "employees" are used in this Agreement they shall, unless otherwise noted, be construed to refer only to the employees described in Section 2.1 for whom Union is the exclusive collective bargaining representative. The respective obligations of the parties herein shall be operative only insofar as Union acts in the capacity of exclusive collective bargaining representative of said employees.

(a) Contracting

This agreement shall not limit the Company's right, under Section 3.1 of the Agreement, to contract or subcontract work for security services, except as provided in Subsection 16.4(g). The SEIU recognizes that PG&E has contracted with a security firm to provide watchperson services to provide traffic control and enforcement for safety purposes. Nothing herein shall be construed to accrete the Watchperson classification to the PG&E bargaining unit now represented by the SEIU. (Transferred from Exhibit C 1/15/13, Amended 8/1/098/1/09)

2.3 Agency Shop

(a) Thirty (30) calendar days after being employed, each employee covered by this Agreement shall, as a condition of employment: (1) become a member of the Union; or (2) in the alternative, an employee must tender a registration fee to the Union in such an amount as the Union may prescribe (but in no event to exceed the initiation fee required of Union members), and shall tender, monthly, an agency fee as established by the Union in an amount not to exceed the amount of the monthly dues and per capita fees required of current employees who are members of Union; except that:

(b) Any employee of Company in a classification represented by Union and who, on January 1, 1985, was an employee and was not a member of the Union and who remains an employee continuously after January 1, 1985, is exempt from the provisions of Subsection 2.3(a) unless he/she becomes a member of Union. (Amended 3/1/94)

(c) Any non-bargaining unit employee who is placed in a classification represented by Union shall, as a condition of employment, within 30 days comply with the provisions of Subsection (a) above. (Added 3/1/94)

(d) Any bargaining unit employee who is temporarily placed in a non-bargaining unit classification shall continue to be subject to the provisions of Subsection (a) above, for the duration of such temporary assignment. (Added 3/1/94)

(e) Once each month, Company shall provide to the Union and Chief Shop Steward a list of employees in bargaining unit classifications who did not tender dues or an agency fee to Union during the preceding 30 day period. (Amended 1/15/13)

2.4 Checkoff

Company shall deduct from wages and pay over to the proper officers of Union the membership dues of any member of Union, or agency fees of any other employee provided for in Subsection 2.3(a), who voluntarily authorizes such deductions in writing. The form of checkoff authorization shall be approved by Company and Union. Such checkoff shall comply with all applicable state and federal statutes and regulations.

The parties acknowledge and agree that the term "individual authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments

for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE, subject to the requirements of state and federal law. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "individual authorization" for purposes of this Agreement. (Amended 8/24/22)

2.5 Termination for Non-payment of Dues

Upon receipt of written request from the Union, the Company shall, within twenty-one (21) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Title. (Amended 3/1/94)

2.6 Grievances

If any dispute arises under the provisions of this Title, it shall be determined under the grievance procedure provided for in this Agreement.

TITLE 3. MANAGEMENT OF COMPANY AND MISCELLANEOUS

3.1 Management of Company

The management of the Company and its business and the direction and staffing of its working forces are vested exclusively in Company, and this includes, but is not limited to, the following: to direct and supervise the work of its employees; to hire, promote, demote, transfer, suspend, and discipline or discharge employees for just cause; to plan, direct, and control operations; to reduce or expand its work force; to lay off employees due to lack of work; to introduce new or improved methods or facilities; and to contract or subcontract for security services as defined herein or otherwise. All the foregoing shall be subject to the provisions of this agreement, any arbitration decisions, letters of agreement and memorandums of understanding clarifying or interpreting the agreement.

3.2 Final Agreement

The Union and Company understand and agree that this Agreement, and any supplement, or extension thereto, embodies the complete and final understanding reached by the parties as to the wages, hours and all other terms and conditions of employment of all employees covered by this Agreement.

3.3 Past Practices

All past practices and local privileges prior to July 1, 1984, except as incorporated in this Agreement, or any supplement or extension thereto, are canceled and abolished.

3.4 Bargaining Unit Work by Supervisors

Supervisors shall not perform work usually assigned to bargaining unit classifications except:

- (a) While training employees and demonstrating work methods.
- (b) In emergency situations.
- (c) For incidental assistance or de minimis assignments. (Amended 3/1/94)

(d) Such assignments are not to be deliberately made for the purpose of reducing the number of employees performing work within bargaining unit classifications. (Added 3/1/94)

3.5 Information

(a) Upon an employee's written request, Company shall allow an employee to review any information of record concerning his/her status as an employee of Company. Such requested information

shall be furnished during normal working hours and as soon as practicable, but within 15 calendar days from the date of receipt of the request. (Amended 3/1/94)

(b) (Deleted 3/1/94)

(c) Company shall include a one-page document, as submitted by Union, in the package of information provided to employees hired into classifications represented by Union, summarizing the benefits of Union membership. Such document shall not include any matter derogatory to the Company or its customers.

(d) The Company shall maintain records of all training and certification which the employee may inspect. Such requested records shall be furnished during normal working hours and as soon as practicable, but within 15 calendar days from the date of receipt of the written request. (Amended 3/1/94)

3.6 Use of Force

Employees involved in legal proceedings as a direct consequence of the discharge of their job duties will be provided legal representation by the Company and indemnified in accordance with Labor Code 2802. Employees may be reassigned or may be placed on a paid leave of absence by the Company. Employees shall not be required to reimburse the Company for the Company's legal fees or any paid wages. Employees who are eligible to receive benefits shall also receive Employee Assistance Program support. (Added 1/15/13)

TITLE 4. CONTINUITY OF SERVICE

4.1 Rendition of Service

Company is engaged in rendering public utility services to the public, and Union and Company recognize that there is an obligation on each party for the continuous rendition and availability of such services.

4.2 No Strike - No Lockout

The duties performed by employees of Company as part of their employment pertain to and are essential to the operation of a public utility and the welfare of the public dependent thereon. In addition to this, employees represented by Union understand that their services are mandated by Federal Laws and regulations to insure the safe operation of the plant. During the term of this Agreement, employees shall not partially or totally abstain from the performance of their duties for Company including to support a strike or labor action initiated by another union or a strike or labor action taken by a separate bargaining unit of the same union. Therefore, Union, its officers or its agents (including designated Shop Stewards) shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees individually or collectively from engaging in such activities, and Company shall not cause any lockout. Pursuant to the provisions of Federal law, employees who choose to honor a primary picket line at their work headquarters and fail to report for work, will be permanently replaced. (Amended 1/15/13)

4.3 Loyal and Efficient Service

Employees who are members of Union shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of Company and its service to the public; shall cooperate in promoting and advancing the welfare of Company and security of the Plant in preserving the continuity of its service to the public at all times.

4.4 Labor-Management Meetings

(a) Company and Union shall cooperate in promoting harmony and efficiency among Company employees. To that end, semi-annual joint labor-management meetings shall be regularly scheduled for the purposes of improving communications and promoting cooperation between Company

and Union through discussions of matters of policy and operation which are of general departmental concern. Additional meetings can be scheduled on an as needed basis.

(b) The meetings will be scheduled for the first Thursday of ~~July~~ *March* and ~~December~~ *September* except that such meetings may be canceled and rescheduled by mutual agreement. *Up to five (5) Union members will each be allowed up to four (4) hours Union paid time off up to two (2) times per year to prepare in advance of the labor management meeting.* (Amended 8/24/22)

(c) To enable each to select representatives knowledgeable in the matters of general departmental concern, no less than 14 calendar days prior to the meeting date, Union shall submit a list of agenda items together with a list of attendees to the Human Resources Advisor. Company shall likewise submit lists of agenda items and attendees to the International President or Chief Shop Steward. (Amended 1/15/13)

(d) Union may select for attendance a reasonable number of employee Shop Stewards and/or duly elected Union officials who are knowledgeable about the agenda items. Union members shall be allowed only such time off with pay as is necessary for attendance at the labor-management meeting.

(e) Company shall prepare a summary of the items discussed and the conclusions reached which shall thereafter be distributed to the Union and Company members in attendance.

4.5 Productivity Enhancement Committee

Company and Union may establish Joint Committees on Productivity Enhancement. Committees will consist of members appointed by Company's Human Resources Advisor and members appointed by Union. Committees may meet at the call of either party. 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 committee. (Amended 3/1/94)

TITLE 5. UNION ACTIVITY

5.1 Rights of Union

The Union has all rights which are specified in this Agreement and retains all rights granted by law.

5.2 Bulletin Boards

(a) Company shall provide lockable bulletin boards (3' x 5') located in the Ready Room hallway and both large holding areas. (Amended 8/1/098/1/09)

(b) The parties agree Company's electronic bulletin boards fall within the scope and intent of the provisions of this section. Accordingly, the parties will develop the means to provide the Union access to such bulletin boards. (Added 3/1/94)

5.3 Limits on Use of Bulletin Boards

Union's use of bulletin boards shall be limited to the posting thereon of official notices of meetings and similar matters relating to official Union business and its relationship with Company. Union shall not post thereon any matter derogatory to Company, its employees, or to its customers.

5.4 Non-Discrimination

Company shall not discriminate against any employee because of his/her membership in Union or his/her activity on behalf of Union. (Amended 3/1/94)

5.5 Representative of Union

(a) At Union's request, Company shall authorize any representatives of Union to enter any Company properties on which employees represented by the Union are employed. Such authorization

shall be for the purpose of enabling such representative to transact Union business other than the solicitation of employees to join Union or the collection of dues. (Amended 3/1/94)

(b) Union shall within five workdays notify Company in writing of the name of any employee appointed or deactivated as a Shop Steward or any other Union representative capacity.

5.6 Confidential Information

Union shall not require or request an employee to divulge to it or its representatives any matter concerning Company's operations or interest which Company regards as matters prohibited by Federal Law or regulations. (Amended 3/1/94)

5.7 New Employee Information

Company shall notify the local Union Site Representative or Union, in writing, of the reporting for duty of new bargaining unit employees within 30 days. Upon said notification, the parties may schedule necessary paid time (not to exceed one-half hour) and facilities for Union to provide orientation information regarding the obligations and benefits of Union Membership. In addition, Company will include a one page document, as submitted by Union, in the customary new employee orientation information package. Such document or discussion shall not include any matters derogatory to the Company and its customers. (Added 3/1/94)

(a) The Company agrees to provide Union, in writing, with a monthly list of any employees hired during the preceding 30 calendar days giving name, address, *personal telephone number*, ~~date of birth~~, date of hire and Social Security Number. (Amended 8/24/22)

5.8 Return to the Unit

An employee who returns to the SEIU-USWW bargaining unit from any regular assignment outside the bargaining unit, shall be considered a new employee as of the date he/she returns. This would establish a new seniority date for that employee for the purpose of selecting shift/day off, vacation and overtime distribution only.

Additionally, with respect to the application of Subsection 16.4(b), "consecutive time worked in the PG&E Security Department" will begin accruing upon the employee's return to the bargaining unit. (Added 1/15/13)

TITLE 6. LEAVE OF ABSENCE

6.1 Eligibility

"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 purposes of this Agreement, the terms "leave of absence" and "leave" signify absence without pay for periods in excess of ten 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 ten consecutive work days or less shall also be authorized under these provisions. (Amended 8/1/098/1/09)

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. (Added 3/1/94)

6.2 Periods of Leave

(a) Company may grant a "leave of absence" without pay to a regular employee for a period not in excess of six consecutive months. It may grant an additional "leave of absence" without pay to such employee if personal circumstances and service to the Company warrant the granting thereof or as otherwise required by applicable law. Except as provided in Sections 6.6, a "leave of absence" will not be granted which, together with the last "leave" or "leaves" granted, exceed twelve consecutive months. (Amended 8/1/098/1/09)

(b) Child Care Leave: A regular employee who has become the parent by the birth of a child, or has adopted 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 six consecutive months as provided in Section 6.2(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 which the employee vacated without losing seniority status. (Amended 3/1/94)

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 to an existing vacancy in the department for which the employee is qualified.

If a vacancy of this kind does not exist after the second six consecutive months, the employee's service shall be terminated.

6.3 Commence and End

A "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 such employee returns to work. The conditions under which an employee shall be restored to employment on the termination of the employee's "leave of absence" shall be clearly stated on the form on which application for the "leave" is made. (Amended 3/1/94)

6.4 Status

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

6.5 Termination of Service

If an employee fails to return immediately on the expiration of the employee's "leave of absence," or if such employee accepts other employment while on "leave" except as provided in Section 6.11, or if such employee makes application for unemployment benefits under the California Unemployment Insurance Act while on "leave," such employee shall thereby forfeit the "leave of absence," and terminate the employee's Service with Company. (Amended 3/1/94)

6.6 Military Leave

An employee who leaves employment with Company to enter the military service or other service where reemployment rights are protected by law will be granted a "leave of absence" under the provisions of Section 6.1 to 6.5, inclusive. Upon qualifying for reemployment under any such law, and being re-employed, the employee will be granted a further retroactive "leave of absence" to cover the balance of the 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.

Employees who are members of the United States armed forces, upon request, shall be allowed to utilize any earned vacation, floating holidays, HIL, etc. that they have accrued for the purpose of attending required military duties covered under the Company's Military Leave Policy. This will be strictly on a voluntary basis and no employee shall be forced to utilize any vacations, floating holiday, or HIL, accrued time for such time off. (Amended 8/1/098/1/09)

6.7 Funeral Leave

(a) If at all possible, a regular employee will be granted the actual time off with pay necessary to attend the funeral of a member of the immediate family, including the time the body may lie in state and the day of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed three work days. Unused vacation or floating holidays may be granted to extend an employee's funeral leave beyond the three days provided for above or personal time off without pay for the time needed will be granted.

The immediate family shall be limited to: an employee's spouse or employee's registered domestic partner, parent, grandparent, grandparent-in-law, or grandparent of employee's registered domestic partner, parent-in-law, or parent of employee's registered domestic partner, child or child of employee's registered domestic partner grandchild, son-in-law, daughter-in-law, stepchild, brothers, sisters, half-brothers and half-sisters, step-brothers, step-sisters, foster parents, step-parents, aunts, uncles or an individual who was a member of the employee's immediate household at the time of death. (Amended 8/1/098/1/09)

(b) Consistent with the Company's operational needs, a regular employee may be granted time off with pay necessary to attend the funerals of other persons the employee may be reasonably deemed to owe respect, but not to exceed one day.

(c) Employees must attend the funeral to qualify for payment, and may be required to produce evidence regarding the deceased and/or attendance at the funeral.

(d) Employees who have not attained regular status will be allowed time off without pay as provided for in (a) and (b) above.

6.8 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 rescheduled 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 report to the jury commissioner on a second consecutive workday or more shall be rescheduled to a first shift, on a Monday-Friday basic workweek, during such period of time at the straight rate of pay. Such 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 employees shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work. (Amended 3/1/94)

(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 work day following receipt of notice that they are required to report for jury duty services.

6.9 Witnesses

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

(a) Employees who are required to appear as witnesses on behalf of 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 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 Company will be paid at their regular straight time rate of pay for the time required to appear or testify (but not more than eight hours in any one regular 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 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.

6.10 Adoption

Regular employees will be allowed up to 8 hours of time off with pay (as necessary) for court appearances in connection with child adoption procedures. Such time may be taken in increments of one hour or more.

6.11 Union Leave of Absence

Subject to the provisions of Section 6.1, Company may at request of Union grant a "leave of absence" without pay to a maximum of one employee at any given time for the purpose of engaging in Union business. Such "leave" shall be for a period or periods not to exceed a total of 72 consecutive months. An employee who has returned to work for Company following an absence on "leave" for union business in excess of six months shall not be granted another such "leave" until such employee has worked for a period equivalent to the time of the last continuous absence on "leave" for Union business. (Amended 1/15/13)

6.12 Return From Union Leave of Absence

Unless an employee who is on "leave of absence" for Union business notifies Company that he/she will return to work at the end of the first six months of such absence, such employee's job shall be considered as vacant. When such employee returns to employment after an absence in excess of six months, such employee shall be employed in his/her former Department and classification subject to the following:

(a) Such employee may elect to displace another employee of lesser seniority, or, if Company offers an assignment to a job vacancy, the employee may elect to accept it.

(b) Such employee's seniority shall have ceased accumulating after the first six months of leave.

In all cases, the employee must meet all qualifications or recertifications of the position prior to returning to the Company. Any time necessary to qualify or recertify will be unpaid time. If the employee is unable to meet the qualifications of the position, then the employee will be terminated. (Added 3/1/94)

TITLE 7. SICK LEAVE

7.1 Qualification and Rate of Compensation

After completing one year of Service and for each year of Service thereafter, a regular employee shall be allowed sick leave with pay for a total of 80 hours per calendar year. Current sick leave will not be credited unless the employee first performs service in the new year. (Amended 8/1/09)

7.2 Accumulation

A regular employee, in addition to the annual sick leave allowed under the provisions of Section 7.1, shall be allowed further sick leave with pay which shall not exceed the total of unused annual sick leave in the eight years immediately preceding. (Amended 3/1/94)

7.3 Additional Sick Leave After 10 Years

In the calendar year in which Company anticipates that an employee may attain ten years of Service and in any calendar year thereafter, an employee whose sick leave record qualifies the employee in accordance with the formula shown below shall, upon exhausting his/her accumulated and current sick leave, be allowed additional sick leave, if needed, not to exceed 160 hours in such calendar year. (Amended 3/1/94)

(a) For each of the preceding eight calendar years, calculate the employee's annual sick leave accrual by subtracting from 80 hours each year the hours (not exceeding 80 hours) of sick leave used in such year. (Amended 3/1/94)

(b) Total such annual sick leave accrual for the eight years involved.

(c) If such total is 320 hours or more, the employee shall be qualified for the additional allowance.

(d) Once the employee has qualified for such additional allowance, such additional allowance shall be renewed in full on the first day of each succeeding calendar year.

7.4 Additional Sick Leave After 20 Years

In the calendar year in which Company anticipates that an employee may attain 20 years of Service, an employee who has qualified for additional sick leave under Section 7.3 shall, upon exhausting such additional sick leave as provided in Section 7.3, be allowed, if needed, an additional 160 hours in such calendar year. Once the employee has qualified for such additional allowance, such additional allowance shall be renewed in full on the first day of each succeeding calendar year.

7.5 Order of Use

Current sick leave shall not be applied until cumulative sick leave has been exhausted. Cumulative sick leave shall be applied in the order in which it accumulated.

7.6 Hourly Increments

Sick leave shall be charged by the hour with no charge made for increments of less than one hour, unless the employee has already exhausted all paid sick leave entitlements. Such time off as that allowed for an employee's personal medical and dental appointments shall be charged as sick leave.

7.7 Holidays

If a holiday occurs on a workday, during the time an employee is absent on sick leave with pay, the employee shall receive pay for the holiday as such; and it shall not be counted as a day of sick leave. (Amended 3/1/94)

7.8 Abuse/Excessive Use

(a) Company may require satisfactory evidence of an employee's illness or disability before sick leave pay will be granted. On those occasions when an employee is absent from work for two (2) or more consecutive workdays, Company may require the employee to furnish a written statement from a doctor, dentist or other medical authority justifying the absence on medical grounds before authorizing sick leave pay.

(b) If an employee abuses the sick leave provisions of this Agreement by misrepresentation or falsification, the employee shall restore to Company all sick leave payments received as a result of such

abuse. In addition, Company may treat the offense as a violation of a condition of employment. (Amended 3/1/94)

(c) When Company determines that an employee's sick leave usage is excessive and unacceptable, the employee shall be notified of such determination in writing. Upon such notification, the employee will be advised to seek medical care and/or to follow a prudent course of action to resolve the problem. As part of this procedure, Company shall, where appropriate, offer the resources of the Employee Assistance Program, a medical review by a physician, a medical leave of absence, or Long Term Disability status. If the employee's unacceptable use of sick leave is not corrected in a reasonable period of time, Company may consider the employee unavailable for work and may treat the case as a violation of a condition of employment.

7.9 Placement of Partially Disabled Employees

(a) Except as provided under Exhibit C, if an employee's health or physical ability becomes impaired to such an extent that the employee cannot perform the work of the classification, Company may appoint the employee to another classification within the unit or otherwise. (Amended 3/1/03)

(b) Placement of Partially Disabled Employees: In the event an employee is disabled due to injury or illness and is returned to active payroll, the employee shall be paid in accordance with the following formula:

- (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 ten 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 ten or more years of Service at the time of his or her disability: The rate of pay of the classification to which assigned plus four percent per year of Service (but not over 100 percent) times the difference between such rate 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.

An employee who returns to 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.

- (4) 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 his/her former status. (Added 3/1/03)

7.10 Return From LTD

At its option, Company may return to active service, an employee who qualified for and received benefits under the provisions of the Long Term Disability Plan of the Benefit Agreement between the Company and Union.

7.11 Family Sick Leave (Added 1/1/00)

(a) In any calendar year, a regular full or part time employee shall be permitted to use the employee's current available sick leave benefits, up to 40 hours in the calendar year, to attend to an illness of a child, parent, or spouse of the employee. (Amended 8/1/09)

(b) All conditions and restrictions that apply to an employee's use of sick leave for his or her own illness shall apply to sick leave usage to attend to an illness of a child, parent, or spouse under this section.

(c) An employee's use of sick leave under this section does not extend the maximum period of leave to which the employee may be entitled under the California Family Rights Act or the Federal Family and Medical Leave Act.

For purpose of this section only, the following definitions shall apply:

- (1) "Child" means a biological, foster, or adopted child, a stepchild, or a legal ward.
- (2) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

7.12 Termination Due to Physical Disability (Added 1/1/00)

If a regular employee is required permanently to leave the service of the Company because of physical disability, the employee shall, on termination of employment, be entitled to an allowance which shall be equivalent of the sick leave to which the employee would be entitled under the provisions of Sections 7.1, 7.2, 7.3, and 7.4. (Added 1/1/00)

TITLE 8. VACATIONS

8.1 Definitions

- (a) Eligibility: The provisions of this Title apply only to regular employees.
- (b) A Regular Employee is an employee who has fulfilled the applicable requirements of Section 16.3(c) of this Agreement.
- (c) Earned Vacation Allowance is the number of paid vacation hours which an employee has earned in the previous 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 more vacation hours than twice their annual accrual rate in their vacation account as of December 31. Excess vacation hours will be paid annually by the end of February beginning in February 2010, based on excess vacation as of December 31 of the prior year and will be paid at the current rate of pay. (Amended 8/1/09)
- (d) Consistent with operational needs, the Company will determine, prior to the vacation sign-up period, the number of officers per job classification that will be allowed off per shift on vacation or holiday in-lieu. (Amended 1/15/13)
- (e) Vacation time off requests (up to the number established for that sign-up period per Subsection 8.1(d) above) which are submitted four (4) or more business days in advance shall be approved. Vacation request submitted less than four (4) business days in advance will be subject to approval based on the overtime coverage availability and shift requirements. (Amended 12/12/16)

The Company will not cancel vacation that has been requested and approved up to the number established by the Company in the vacation sign-up period, unless emergency or unforeseen conditions such as outages, force-on-force drills, or excessive unanticipated time off, require additional staffing. Officers may also request vacation time off in excess of the number established by the Company. (Amended 1/15/13)

8.2 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 in the year 2010, a regular employee shall be entitled to vacation with pay in accordance with the table in this subsection (b):

(b) In subsequent calendar years a regular employee shall be entitled to vacation with pay in accordance with the following table:

<u>Subsequent Calendar Years</u> <u>Following Date of Employment</u>	<u>Hours with Pay</u>
Up to one year	0 to 80
1-4	80
5-14	120
15-20	160
21-28	200
29 and greater	240

(Amended 8/1/09)

(c) (Deleted 3/1/94)

(d) (Deleted 3/1/94)

(e) (Deleted 3/1/94)

(f) (Deleted 3/1/94)

8.3 Service Anniversary Vacation - Bonus Vacation

(a) In the fifth calendar year following his/her employment date, and in each fifth calendar year thereafter, Company shall grant each 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 8.2 above to which the employee may be otherwise entitled in that calendar year, and the employee acquires no right as to all or any part of the service anniversary vacation unless the employee works in the calendar year in which it is granted. The service anniversary vacation, as herein provided, vests on the first day of each calendar year in which an employee qualifies for a service anniversary vacation and must be taken in that calendar year. (Amended 3/1/94)

(b) In each of the first five calendar years following his/her employment date, an employee who has used five days or less of paid or unpaid sick leave in the preceding year shall be entitled to one day of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 8.2. An employee must complete one year of Service before becoming qualified for such day. In the tenth calendar year following an employee's employment date and in each fifth calendar year thereafter, an employee who has used 25 days or less of sick leave during the five preceding calendar years shall be entitled to five bonus days of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 8.2. In determining the number of sick days used in computing 25 days or less, no more than ten days or 80 hours will be charged to the employee in any one year. The bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for a bonus vacation and must be taken in that calendar year. An employee acquires no right to all or any part of the bonus vacation unless such employee works in the calendar year in which it is granted. (Amended 3/1/94)

8.4 Forfeiture of Vacation

(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, or for 880 hours or more in any calendar year by reason of industrial disability, shall cease accruing vacation until the employee returns to work. An

employee may, at his/her option, take the full vacation to which he/she would be otherwise entitled, in which event he/she shall receive no vacation pay for the number of hours of vacation he/she has forfeited as herein determined. (Amended 8/1/09)

(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 8.2. (Amended 8/1/09)

8.5 Vacation Allowance When Laid Off for Lack of Work

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 8.6. Thereafter if he/she returns to work and his/her Service is not deemed to be broken under the provisions of Title 16, the employee's vacation shall be computed on the basis of Subsection 8.2(b). (Amended 8/1/09)

8.6 Termination of Employment

Any employee who terminates his/her Service with the Company for any reason shall be paid for all accrued vacation at the employee's most current rate of pay. (Amended 8/1/09)

8.7 Holidays During Vacation

If any of the holidays enumerated in Section 14.1 occur 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 Section 14.5 shall be applicable.

8.8 Pay Computation

Vacation pay shall be computed at the straight rate of pay applicable to the employee's regular classification as of the time vacation is taken, except as otherwise provided in Subsection (a). (Amended 3/1/94)

(a) The vacation pay of an employee who is temporarily upgraded at the time his/her vacation begins shall be based on the rate of pay of the classification to which the employee is temporarily upgraded. In no case, however, shall such upgraded rate of pay apply beyond the expiration date of the temporary upgrade. (Added 3/1/94)

8.9 Sick Leave

(a) An employee shall not be required to use vacation in lieu of sick leave; provided however that; (Amended 3/1/94)

(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 the employee otherwise would receive vacation pay; or (Amended 3/1/94)

(2) The employee's doctor has ordered the employee to remain in bed for two or more such days. (Amended 3/1/94)

8.10 Deferred Vacation

(a) Deleted

(b) If an employee foregoes any part of his/her vacation the Company shall pay him/her for the time worked and, in addition, shall pay him/her his/her vacation pay allowance, provided, however, that in no event shall an employee be permitted at his/her option to forego his/her vacation for the purpose of receiving his 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 rate of pay applicable to the work performed. (Amended 3/1/94)

8.11 Half Day Vacation

An employee may be allowed vacation in increments of one-half day on any day of the week, except where prohibited by operational needs or where necessary relief cannot be provided, as otherwise determined by the Company. (Amended 3/1/94)

8.12 Voluntary Vacation Transfer

By written agreement between Company and Union, employees may voluntarily sell vacation and transfer proceeds to any 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 3/1/94)

8.13 Error

If an employee is misinformed as to his/her vacation allowance, the employee will not be required to reimburse the Company for any excess day(s) taken if such employee pointed out the error to his/her supervisor in writing. In those cases where an employee has not pointed out the error to his/her 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 the next year's vacation entitlement.

(c) If (a) or (b) are not effected due to employee termination, Company shall deduct such excess day(s) from any vacation allowance the employee may be due pursuant to Section 8.6. (Amended 3/1/94)

8.14 Scheduling (Amended 1/15/13)

(a) The vacation sign-up schedule will be posted no later than November 1st for the following calendar year period. Each classification will have its own sign-up schedule.

(b) Deleted (8/1/09)

(c) For the first and second time through, employees will sign-up for a single consecutive time period in increments of full days, half days or multiple weeks at a time. Sign-up then passes to the next in seniority and so on.

(d) After the above has been completed, any employee can then sign-up for multiple time periods anywhere that is still available on a first come, first served basis.

(e) Where vacation scheduling conflicts are created due to shift changes after the vacation sign-ups have occurred, the parties will attempt to resolve these conflicts without exceeding the 8.1 (d) limits.

8.15 Unanticipated Vacation (Added 12/12/16)

Any combination of vacation hours, up to 16 per year, may be taken in increments of one hour or more, not to exceed six (6) consecutive hours, at an employee's option. An employee requesting unanticipated vacation needs to attempt to schedule this time off at least 24 hours in advance *but no more than three (3) days in advance of the time to be taken off*. A supervisor may deny a request due to operational necessity. (Replaces and supersedes LA 01-11) (Amended 8/24/22)

TITLE 9. GRIEVANCE PROCEDURE

9.1 Statement of Intent - Notice

It is the intent of both Company and Union that the processing of disputes through the grievance procedure will give meaning and content to the Collective Bargaining Agreement.

The parties are in agreement with the policy expressed in the body of our nation's labor laws that the mutual resolution of disputes through a collectively bargained grievance procedure is the hallmark of competent industrial self-government. Therefore, apart from those matters that the parties have specifically excluded by way of Section 9.2, all disagreements shall be resolved within the scope of the grievance procedure.

Union agrees to provide grievant(s) with a copy of any settlement reached at the grievant(s)' last known address. Such copy shall be sent by certified U.S. mail or handed to the grievant within 30 calendar days of the signing of the settlement. Verification (i.e., a certified copy of grievant's receipt), shall be furnished to Company within ten calendar days.

9.2 Grievance Subjects

Disputes involving only the following enumerated subjects shall be determined by the grievance procedure established herein:

(a) Interpretation or application of any of the terms of this Agreement, including exhibits thereto, letters of agreement, and formal interpretations and clarifications subsequently executed by Company and Union.

(b) Discharge, demotion, suspension or discipline of any regular employee as defined in Title 16.

(c) Disputes as to whether a matter is a proper subject for the grievance procedure.

9.3 Time Limits

(a) Filing: It is the intent of Company, Union and employees that timely filed grievances shall be settled promptly. A grievance is timely filed when it is submitted by the Local Union Representative or his/her alternate in writing to the electronic mail box in the Labor Relations Department or alternatively to a Sr. Labor Specialist or his/her alternate within *the following time periods:*

~~Fourteen (14) calendar days of the actual date or date the employee became aware of the alleged incident referred to in Section 9.3(b). A copy of the receipted grievance will be furnished to Union International Representative.~~

A grievance which involves the discharge of an employee must be filed not later than 14 calendar days after the employee is notified in writing of the discharge.

A grievance which does not involve the grievant discharge must be filed not later than 30 calendar days after the date of the action complained of, or the date the employee became aware of the incident which is the basis for the grievance, whichever is later.

A copy of the receipt grievance will be furnished to Union's Representative.

(Amended 8/24/22)

(b) To be timely filed, a grievance must be written and specify the following:

- (1) Name of the grievant(s).
- (2) Date of the alleged incident.
- (3) Name of the grievant(s)' immediate supervisor.
- (4) Section of the Agreement allegedly violated.
- (5) Facts supporting the alleged violation.

(c) The procedures and time limits set forth in Section 9.3(a) for filing a grievance are absolute and may not be waived or extended except by mutual agreement of the parties based on reasonable

circumstances, i.e. absence of witness or bona fide emergencies such as outages. Failure to meet the time limits set forth above will have the same effect as the dismissal of a timely filed grievance concerning that incident, with prejudice. (Amended 8/1/09)

9.4 Grievance Steps

STEP ONE - INDIVIDUAL GRIEVANCE

Member: Employee Grievant(s)
Shift Sergeant

Time Limits: On or before the grievance filing time limits as set forth in Subsection 9.3(a).

Resolution: The resolution of a grievance at this step shall be final and binding on the Company, Union and grievant.

The first step in the Grievance Procedure shall be an effort by the grievant(s) and his/her Shift Sergeant to mutually resolve the alleged grievance. The Shift Sergeant and employee may discuss the grievance with another supervisor who may be involved.

At the employee's request, a Shop Steward shall be present.

Failure to reach resolution shall not waive or delay the filing requirement set forth in Section 9.3(a).

STEP TWO - LOCAL INVESTIGATING COMMITTEE

Members: Shop Steward
Security Director or his/her alternate

Time Limits: Within thirty (30) calendar days of receipt of grievance forms.

Resolution: The resolution of all grievances settled at this shall be in writing and signed by both the Company and Union. In addition, the resolution of a timely filed grievance at this step shall be final and binding on the Company, Union and the grievant.

After the filing of a timely grievance as set forth in Section 9.3, the parties identified above shall meet to mutually resolve and settle the grievance. The parties shall make full and complete investigation of all the factors pertinent to the grievance.

The Local International Representative shall be granted time off with pay during his/her shift at the convenience of the Company for the time consumed by these investigations and discussions. All other times will be considered non-work time without pay.

If necessary to gain all of the information required to resolve the grievance, the parties may interview persons involved in the dispute. The Grievant(s) may be asked to be present during inquiries involving matters which may have resulted in Grievant(s)' discipline or discharge. The Grievant(s) will not be a party to the disposition of the grievance, nor is the Grievant(s)' concurrence required to reach a settlement of the grievance.

Notwithstanding the foregoing prohibition, in the limited situation where the Local International Representative is also the Grievant, he/she may be a party to the disposition of those grievance issues which do not involve his/her own discipline, demotion or discharge. In these circumstances, the Local International Representative shall be represented by another Shop Steward.

Referral: If the parties cannot mutually resolve the grievance, it shall be referred to STEP THREE of the grievance procedure. This referral shall be completed within fifteen (15) days of the

time limits established above and is accomplished via submission to the International President and the Manager of Industrial Relations the following materials:

1. The grievance
2. A joint statement of facts including exhibits, signed by both parties, each party's position statement and any proposed settlement(s) discussed.

STEP THREE - THE REVIEW COMMITTEE

Members:	Union's Site Representative or Chief Shop Steward, with optional addition of Local Union Representative. Senior Manager of Human Resources/Labor Relations (or alternate)
Time Limits:	Within forty-five (45) calendar days of the referral to STEP THREE the parties must attempt to resolve and settle. Such meetings will occur at least once per quarter (twice per year in conjunction with Labor-Management Meetings, twice per year separately) to attempt to settle unresolved Step Three grievances. (Amended 1/15/13)
Resolution:	Resolution of a timely filed grievance at this step shall be final and binding on the Company, Union and the grievant.

The Manager of Labor Relations (or alternate) and the International President may meet, at the call of either, to resolve the issue(s) involved. In any event, failing to mutually resolve the grievance, either party may demand by certified mail that the grievance be referred to final and binding arbitration as provided in STEP FOUR.

STEP FOUR - ARBITRATION

Members:	Neutral Arbitrator Company Union
Time Limits:	Within thirty (30) calendar days of timely demand pursuant to STEP THREE.
Resolution:	The resolution of a timely filed grievance at this step shall be final and binding on the Company, Union and the grievant.

Within thirty (30) calendar days of the date of a timely demand as defined in STEP THREE above, Company and Union must have mutually agreed to the selection of the neutral arbitrator, or, an arbitrator who has been selected by chance from two (2) nominees selected by each party. (Amended 3/1/94)

9.5 Extensions

By mutual agreement, except for the initial filing of a grievance as set out in Section 9.3, the time limits set forth in this section may be extended one additional time period.

9.6 (Deleted 7-3-91)

9.7 Individual Dispute Adjustment

Pursuant to the provisions of Subsection 9(a) of the Labor Management Relations Act of 1947, as last amended, no provision of this Title shall be construed to restrict or prohibit an individual employee or group of employees from presenting disputes covered by this agreement to Company and to have such disputes adjusted without the intervention of Union, provided that the adjustment shall not be inconsistent

with the terms of this Agreement, and the Union shall be given an opportunity to be present at such adjustment.

An employee's election under this Section shall not preclude the employee's later consenting to Union's filing a grievance on his/her behalf if the employee is not satisfied with the results. Such grievance, however, must be filed within the time limits provided in Section 9.3, and such time limits are not delayed or suspended by the grievant's original choice to pursue the dispute without Union's intervention. (Amended 3/1/94)

Unless the employee consents to Union's later filing of a timely grievance, the procedures and grievance "steps" set forth in the foregoing Sections of this Title are not available to Union or the employee.

9.8 Enabler

By written agreement between Company and Union, other provisions may be substituted for or added to the provisions of this Title. (Amended 3/1/94)

9.9 Finality

(a) If an employee has been demoted, disciplined or dismissed from Company's service for alleged violations of a Company rule, practice or policy and Company finds upon investigation that such employee did not violate a Company rule, practice or policy as alleged, Company shall reinstate the employee and pay the employee for all time and benefits lost thereby plus interest on such reinstated pay in the amount of 7-1/2% per annum. (Added 3/1/94)

(b) In the event of a "continuing grievance" as set forth in Section 9.11, a retroactive wage adjustment shall be made as provided therein. (Added 3/1/94)

(c) Provided further that nothing contained herein shall restrict or inhibit the parties or the arbitrator from reducing the amount of a retroactive wage adjustment to an otherwise successful grievant where, in their absolute discretion, the equities of the situation do not call for the employee to receive a full retroactive wage adjustment. (Added 3/1/94)

9.10 Adjustments

Company will make a reasonable effort to effect the remedies provided for in a grievance settlement within 30 calendar days of such settlement. (Added 3/1/94)

9.11 Continuing Grievance

For the purpose of determining the extent of a retroactive wage adjustment resulting from the submission of a continuing grievance timely filed under the applicable provisions of Section 9.2, the following procedure will be observed. For this purpose, a "continuing grievance" is defined as a continuing course of conduct allegedly in violation of the Labor Agreement as opposed to a single isolated and completed transaction. (Added 3/1/94)

(a) The period of retroactive wage adjustment shall not exceed thirty (30) calendar days prior to the date of filing such grievance in writing in the form and manner prescribed by Section 9.2, unless (Added 3/1/94)

(b) It can be established that sometime prior to filing the grievance, as provided above, the grievant requested his/her supervisor to make the same correction, during the period of that continuing course of conduct, and a supervisor of grievant, who is authorized to make the wage correction, had declined to do so. The period of retroactive wage adjustment in this case (or an adjustment made pursuant to the provisions of Section 9.7) shall commence with the date it can be established that grievant made such request. In either event, however, if the request was made within thirty (30) calendar days of the day the alleged violation first occurred, the adjustment shall commence with the first day the violation occurred. This interpretation shall no way limit the Company's right to make further wage adjustments which result from unintentional or inadvertent errors which are not alleged to be a matter of law or interpretation of the Labor Agreements. (Added 3/1/94)

TITLE 10. HOURS OF WORK

10.1 Workweek and Basic Workweek

A workweek is defined to consist of seven consecutive calendar days and a basic workweek is defined to consist of five workdays of eight hours each. The days in the basic workweek 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 more or less than eight hours per day, but in any event, the basic workweek shall continue to be as herein defined.

10.2 Workweek of Employees

The workweek and work hours of an employee shall be regularly scheduled. It may start on any day of the week and at any hour of the day. The five workdays and two non-workdays in the workweek may be arranged in cycles of one, two or more weeks. When practicable, Company will give advance notice to Union of such changes.

10.3 Special Cases

Notwithstanding the provisions of Sections 10.1 and 10.2, Company may establish with the Union's written concurrence an alternate workweek schedule. (Amended 12/12/16)

10.4 Hours Changes: Public Authorities and Agreement

(a) The regular hours of work established herein may be changed by Company at the request or direction of public authorities provided, however, that before any such change is made, Company shall discuss it with Union. Company shall not be required to pay overtime compensation by reason of any change made as provided in this Subsection. If possible, the Company shall notify the Union at least one (1) month in advance of such changes along with the reason for the changes and the party requesting or directing the changes. (Amended 8/1/09)

(b) By written agreement with the Union, Company may establish hours of work and basic workweeks other than as provided in Section 10.1 - 10.3 inclusive.

10.5 Workweek Changes - Payroll Period

In changing an employee's workweek, and in changing the days in an employee's basic workweek, Company shall, if possible, make any such change in a manner which will result in the employee having ten workdays at the straight rate of pay in the payroll period involved in the change.

10.6 Exchange of Shifts

Employees within the same classification may exchange shifts, work periods or non-workdays provided that any such exchange takes place within the respective workweeks of the employees involved and does not require the payment of over-time compensation, and provided, further, that the supervisor in charge gives his/her approval thereto. (Amended 3/1/94)

10.7 Shift Selection

(a) Shift selection sign-ups will occur once per calendar year. At that time, employees will make shift selection preferences for each of two consecutive six month periods for the following calendar year. Shift selection will be done by classification seniority. Shift selection will be completed at least 60 days prior to the shift change. (Amended 1/15/13)

(b) The shift changes will occur on January 1st if it falls on a Sunday, otherwise it will be the last Sunday of December, and July 1st if it falls on a Sunday, otherwise it will be the last Sunday of June ~~the first Sunday of the second pay period in January and the first Sunday of the second pay period in July.~~ (Amended 8/24/22)

(c) Each officer will be provided a list of shift and days off from which to choose. Each officer will rank order his/her preference starting with his/her first choice marked as "1", second choice marked as "2", and so on until each shift and day off is selected. Such shift/day off selection shall be completed in 3 calendar weeks. Management will assign shift/days off in order of each employee's preference in accordance with classification seniority. Any officer that fails to return the shift selection form by the due date will have a shift assigned to them by the company. (Amended 1/15/13)

10.8 Shift change (Added 8/1/09)

- (a) An employee is assigned to a regular shift pursuant to Section 10.7. If following such an assignment an employee is assigned to a different regular shift at the Company's direction for other than training, such employee shall be entitled to overtime, in lieu of straight time, for all hours worked outside of his/her prior shift schedule for the first four (4) workdays. Thereafter, the employee will be considered to have assumed the new schedule and will be paid at the straight time rate for regular work hours of the shift.
- (b) An employee who is temporarily assigned to a different shift to attend training will be provided at least seven (7) days notice of such change. If seven (7) days notice is not provided, such employee shall be provided overtime for the first four (4) days of training for hours worked outside their regular work hours as described in subsection (a) above. To minimize such occurrences, the Training Department shall provide training on all shifts when practicable.

TITLE 11. WAGES/PREMIUMS/ALLOWANCES

11.1 Wage Rates in Exhibit A

Attached hereto, made a part hereof, and marked Exhibit A is a schedule of the wage rates applicable to employees covered by this Agreement.

11.2 Pay Day

(a) Wages shall be paid at biweekly intervals on Fridays for a two-week payroll period ending not less than four nor more than ten days prior to the pay date, provided that if the regular pay date falls on a holiday payment shall be made on the preceding workday. (Amended 3/1/94)

(b) Company shall make direct deposit or regular pay available to all employees.
(Added 3/1/94)

11.3 Wage Progression

(a) An employee who has accumulated sufficient time in a classification having a time progression shall be advanced to the next step, provided that the employee has maintained an acceptable standard of performance in such classification, until he/she receives the maximum rate thereof. For the purpose of wage rate progression in a temporary classification, the time worked by an employee in other than his/her regular classification shall also be accrued in such temporary classification. (Amended 3/1/94)

(b) The "Wage Progression" of an employee who is absent on leave of absence without pay for more than ten consecutive workdays will be delayed by a period of time equivalent to such leave of absence. The "Wage Progression" of an employee who is absent for more than 25 consecutive workdays because of an industrial injury as defined in Section 17.1, or for an illness or disability and is receiving sick leave with pay as provided for in Section 7.1, will be delayed by the period in excess of 25 consecutive workdays.

11.4 Shift Premium - Definition

All eight-hour work periods regularly scheduled to begin at 4:00 A.M. or thereafter but before 12:00 o'clock noon, shall be designated as first shifts. All eight-hour work periods regularly scheduled to begin at 12:00 o'clock noon or thereafter, but before 8:00 P.M. shall be designated as second shifts. All eight-hour work periods regularly scheduled to begin at 8:00 P.M. or thereafter, but before 4:00 A.M., shall be

designated as third shifts. An employee who is scheduled to work outside of their normal shift hours for convenience of the Company will continue to receive the shift premium of their normal assigned shift or temporary assigned shift, whichever is greater. (Added 3/1/03).

11.5 Amount of Premium

(a) No shift premium shall be paid for the first shift. An hourly premium of 4-1/2 percent of the weighted average straight-time rate of all regular status employees represented by Union (rounded to the nearest full cent per hour) shall be paid for work performed in the second shift, and an hourly premium of 9 percent of the weighted average straight-time rate of all regular status employees represented by Union (rounded to the nearest full cent per hour) shall be paid for work performed in the third shift. An employee will be paid the shift premium, if any, in effect for such employee's regular work hours for work performed on a regular workday where all work performed is contiguous with regular work hours. An employee will be paid the shift premium, if any, in effect for the shift in progress at the time such employee reports for work (exclusive of travel time) when work is performed on a regular workday where such work is not contiguous with regular work hours. An employee will be paid the shift premium, if any, in effect for time worked on such employee's non-workday based on the shift in progress at the time the employee starts work (exclusive of travel time). (Amended 3/1/94)

(b) The weighted average straight-time rate referred to in Subsection (a) hereof shall be calculated annually by adding any general wage increase effective on January 1 to the computed weighted average straight-time rate as of the October 31 immediately prior. The effective date of any change in shift premium shall be January 1. (Amended 8/1/09)

(c) Shift premiums for alternate work schedules will be agreed to through letter agreement between the Company and the Union. (Added 12/12/16)

11.6 Overtime Rate

When a shift premium is applicable to time worked at the overtime rate of pay, the applicable multiplier shall be used in determining the applicable shift premium.

11.7 Non-Work Time

Shift premiums shall be payable only for hours actually worked and shall not be payable for non-work time such as holidays, sick leave and vacation.

11.8 Disclaimer

Nothing contained in Sections 11.4 to 11.7, inclusive, shall be construed to modify or supersede any other provisions of this Agreement with respect to hours of work, rate of pay and working conditions.

11.9 Sunday Premium

In addition to any other compensation due an employee, Company shall pay to all employees regularly scheduled to work on Sunday, and who in fact work on a Sunday, an hourly premium for such work equal to the premium paid by Company for the third shift as provided in Subsection 11.5(a) of the Agreement.

11.10 Training and Registration

(a) The Company will provide and will pay the cost of all job related training and the registration fees of employees as required by the Company, any federal, state, or local government agency which are necessary for the performance of duties assigned. This shall include but is not limited to:

- (1) Registration and renewal fees of Guard card and permits. (Amended 3/1/94)
- (2) Tuition and cost of instruction as required by the Training and Qualification Plan.

(3) The Company will provide monthly to all armed officers the following allotment of practice ammo which will include 100 rounds of pistol ammo (NSOs only), and 100 rounds of rifle ammo

to be used on site. This allotment of ammo that is not used in the month will not carry over to the next month. (Added 1/15/13)

(b) Employees shall be provided reasonable time to requalify in any required testing as may be necessary to maintain their job classification.

(1) The Company will advise the Union 30 day in advance (in writing) of its intentions to alter any existing training and or qualification requirements. This shall include, but not be limited to any additional qualifications, tasks, responsibilities or required equipment as well as alterations to task performance time limits or other criteria. (Added 1/15/13)

11.11 Temporary Upgrade

When an employee is temporarily assigned to work in a classification higher than his/her regular classification, such employee shall be paid for the time worked in the higher classification at the rate therefore, provided that such time worked is not less than two hours during the day. Such time worked may be accumulated over an eight hour period by intervals of not less than one-half hour. (Added 3/1/94)

(a) Temporary assignments within the bargaining unit: An employee who is upgraded to perform the duties of a Field Training Officer (FTO), Perimeter Intrusion Testing (PIT) crew member, Adversary Team member (Red Team) or Task Performance Evaluation (TPE) evaluator will sign up annually to express interest in one or more of these upgrades for the following year. If selected, employees will be required to obtain and maintain any assigned qualifications and to perform the upgrades as directed throughout the calendar year for which they've signed up. Employees will receive an increase of ten percent (10%) above their regular wage rate for any workweek they are assigned to perform upgrade duties. (Amended 12/12/16)

An employee who is upgraded to perform the duties of a Visitor Counter/Vehicle Coordinator shall receive an increase of ten percent (10%) above their regular wage rate for the shift in which the work is performed in excess of two (2) hours. (Amended 12/12/16)

Company may select the appropriate volunteer to staff each position. (Amended 1/15/13)

(1) *The duties enumerated above are not work exclusive to the SEIU Bargaining Unit (Amended 8/24/22)*

(b) Temporary upgrades outside the bargaining unit: An employee may be temporarily assigned to perform work outside of the Unit for a period of time not to exceed twelve (12) consecutive months. The Company will provide the Union 30 days notice prior to the start of an upgrade assignment. This notice will include the average combined overtime for all SEIU-represented employees for the prior month. If the average combined overtime is in excess of 30% at the time of notification, the Union may deny the upgrade assignment. (Amended 12/12/16)

11.12 New Classifications and Wage Rates

(a) When Company wishes to establish temporary classifications and wages or temporarily modifies job content for the purpose of improving efficiency of operations, Company will give Union 30 days written notice of its intention to conduct any such efficiency experiment. Upon request from Union, the parties will meet and confer during the 30 day period before implementation, thereby giving Union an opportunity to familiarize itself with the experiment. The duration of any such efficiency experiment will not exceed six months without Union's concurrence. Company will, on a weekly basis, provide Union with all data compiled or derived from such experimentations. Based on such experimentations, Company and Union may then establish permanent classifications and wages or permanently modify job content in accordance with Subsection (b) below. (Added 3/1/94)

(b) Upon written request of one party to the other, the parties agree to open discussions during the term of the Agreement to discuss additional classifications, wages therefore, and normal lines

of progression. Upon agreement thereon by Company and Union, such changes may be implemented. (Added 3/1/94)

11.13 Traveling Assignment Expenses

When an Employee is required to travel on Company Business, The Company will pay travel costs including, transportation, reasonable meals, and lodging (at places designated by the Company), including any taxes and/ or gratuities. The standard mileage rate will be paid if the Employee's personal vehicle is used for any part of the transportation other than driving to their normal work location. The Employee will be paid for all hours engaged in company business whether actually working or not (including time in transit). Employees will maintain their regular days off (derived per Title# 10.7). and overtime will be paid for (a) hours worked beyond 8 hours on a regular work day, or hours worked beyond 10 hours on a regular workday if the employee is on a ten-hour/four day week and (b) any time worked on a non-workday. If work is not assigned on one of the employees regular work days, the employee will be compensated for eight hours of paid rest period ("QR" time). The affected employee will receive their normal shift differential, or the shift differential of the actual hours worked (per Title# 11.4) whichever is greater. These rules will apply to all hours engaged in company business whether actually working or not. (Added 8/1/09)

TITLE 12. OVERTIME

12.1 Definition

Overtime is defined as (a) time worked in excess of 40 hours in a workweek, (b) time worked in excess of eight hours on a workday scheduled in an eight-hour/five-day workweek, or time worked in excess of ten hours on a workday scheduled in a ten-hour/four-day week, or time worked in excess of twelve hours on a workday scheduled in a twelve hour alternate work schedule (c) time worked outside of regular work hours on a workday, except as provided for in Title 10.8 (d) time worked on a non-workday and (e) time worked on a holiday as provided for in Title 14. Company shall not be required to pay overtime compensation more than once for any single period of time worked. Overtime shall be cumulated each day and shall be compensated to the nearest one-quarter hour. (Amended 12/12/16)

Prearranged overtime is defined as work for which advance notice has been given by the end of the employee's preceding work period on a workday.

Emergency overtime is defined as any work for which advance notice had not been given by the end of the employee's preceding work period on a workday.

12.2 Time and One-Half Rate and Double Time Conditions

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

(b) The time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two times the employee's straight rate of pay, or

(c) If, following an employee's dismissal from work or on an employee's non-workday or holiday which the employee is scheduled to have off, the employee is called out for work, the employee shall be paid at two times the employee's straight rate of pay for all work performed outside the employee's regular work hours or on a non-workday or holiday which the employee is scheduled to have off. An employee who should have been called out according to the overtime bar graph and was bypassed, will be paid the double-time rate (including any travel time pay per Section 12.4) for their next scheduled (per Section 12.1) overtime assignment.

(1) Overtime Call Out Process. The Company is required to make an attempt to contact employee by telephone at the telephone number provided by the employee. If there is no answer, the Company is required to leave a message however the Company is not required to wait for a response before contacting the next employee(s) on the list. If the voice mail is full, or is not set up

to take messages, the Company is not required to take any further action to contact that employee.
(Amended 8/24/22)

(d) The time worked in excess of eight hours on the employee's second of two scheduled days off counting from the first day of the basic workweek shall be paid at the rate of two times the employee's straight rate of pay provided such employee has performed work on the first scheduled day off. Employees scheduled to have four consecutive days off shall be entitled, in addition to the above, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight hours on the fourth scheduled day off, provided that such employee has also performed work on the third scheduled day off. (Amended 3/1/94)

(e) For purposes of this Section, an employee's "regular hours of work" shall be the same on a non-workday as those regularly scheduled for such employee on a workday.

12.3 Assignment of Overtime

Overtime assignments shall be made on the basis of a voluntary sign-up system. However, when there are insufficient volunteers, Company will require employees to report for work.

(a) The order in which employees will be required to work is as follows;

(1) The employee with the least number of overtime hours worked for that accounting period will be required to work.

(2) If two or more employees have the same number of overtime hours worked for that accounting period, the employee with the least classification seniority will be required to work. (Amended 1/1/00)

(3) This process will continue until the required number of employees are obtained.

(b) When the Company has advance notice of an upcoming overtime assignment, Company will make a good faith effort to pre-schedule the overtime.

12.4 Travel Time

(a) Employees who report for work on their non-workdays or on holidays which they are entitled to have off or are called from their homes for emergency work outside of their regular work hours on workdays shall be paid overtime compensation for the actual work time and travel time in connection therewith. (Amended 3/1/94)

(b) If an employee, who is called out for emergency work outside of such employee's regular work hours on a workday, continues to work into or beyond the employee's regular work hours the employee shall be paid overtime compensation for actual travel time only from his/her home. (Amended 3/1/94)

12.5 Minimum Pay

(a) The minimum time for which overtime compensation shall be paid under the provision of Section 12.2(c), inclusive of any travel time shall be two hours, except that if an employee who is called out for emergency work outside of his/her regular work hours on work days continues to work into or beyond regular work hours, he/she shall be paid overtime compensation only for travel time as provided in 12.4(b) and for actual work time up to regular work hours, unless the provisions of Section 12.6 are applicable. When an employee is called out for emergency work during his/her lunch period, the minimum time provision hereof shall not be applicable, but the employee shall be paid at the overtime rate of pay for the actual time worked during the lunch period. (Amended 3/1/94)

(b) If an employee is instructed by his/her supervisor to report for prearranged work on a non-workday or on a holiday which he/she is entitled to take off with pay, and such work is canceled,

he/she shall be paid overtime compensation for a minimum of two hours, inclusive of any travel time provided for in Section 12.4(a), if he/she is not given notice of the cancellation of such work by the end of his/her preceding work period on a workday. (Amended 3/1/94)

(c) Recognizing the high level of overtime and the amount of short notice overtime that is occurring as a result of heavy construction activity and other factors, the following provisions will apply. (Amended 12/12/16)

(1) Cancellation of pre-arranged overtime on a workday: If an employee is instructed to perform prearranged overtime in conjunction with their regular work hours on a regular workday (i.e. either before or after their regular work hours on a regular workday), and such overtime is cancelled within 24 hours of the scheduled start of such overtime assignment, he or she shall be entitled to one (1) hour pay at the time and one half rate of pay. *Effective 1/1/2023 the rate of pay shall be reduced from one (1) hour of pay at the time and one half rate of pay to .05 (1/2) hour pay at the time and one half rate of pay.* (Amended 8/24/22)

(2) Scheduling of pre-arranged overtime on a workday: An employee shall be given as much notice as practical of a pre-arranged overtime assignment on a workday. However, if an employee is not provided at least 24 hours' notice of a prearranged overtime assignment that is in conjunction with their regular work hours on a regular workday (i.e. either before or after their regular work hours on a regular work day), the employee shall receive an additional one (1) hour pay at the time and one-half rate of pay. Gear up and turnover time, including holdovers of 30 minutes or less, will not be considered pre-arranged overtime for the purpose of triggering the requirement under this subsection. Additionally, such additional one (1) hour pay at the time and one-half rate of pay is not actual work time; therefore, it shall not be included in any calculation with respect to the Fatigue Rule or any entitlement to meals, travel time or other similar provisions under the labor agreement. (Added 1/15/13) *Effective 1/1/2023 the rate of pay shall be reduced from one (1) hour of pay at the time and one half rate of pay to .05 (1/2) hour pay at the time and one half rate of pay.* (Amended 8/24/22)

12.6 Rest Periods

If an employee has worked for eight hours or more at the overtime rate during the 16 hour period immediately preceding the beginning of his/her regular work hours on a workday, he/she shall be entitled to a rest period of eight consecutive hours on the completion of such overtime work. (Amended 3/1/94)

(a) There shall be included as part of the eight hours worked at the overtime rate in such 16 hour period any travel time and meal time to which the employee is entitled when emergency or prearranged work is performed, except that any travel time and meal time to which he/she is entitled after being dismissed from work shall not be included as hours worked in such period, but it shall be included in the computation of the eight hour rest period. (Amended 3/1/94)

(b) Hours worked prior to any eight hour rest period in which the employee does not work shall not be included in computing another period of overtime work.

(c) If the eight hour rest period in whole or in part overlaps the employee's regular work hours, he/she will receive pay at the straight rate for the extent of the overlap, except that the time taken during such overlap for any meal to which he/she is entitled on dismissal shall be paid for at the overtime rate. (Amended 1/15/13)

(d) If the employee is called back to work during his/her eight hour rest period, a new rest period will commence at the conclusion of such work. (Amended 3/1/94)

(e) (1) If the rest period overlaps his/her regular work hours but does not extend into the second half of his/her workday, the employee may be excused from reporting for work until the beginning of the second half of his/her workday, and in such event he/she will be paid for the time between the expiration of the rest period and the end of the first half of his/her workday. (Amended 3/1/94)

(2) If the rest period extends into the second half of his/her workday, the employee may be excused from reporting for work until the following workday, and in such event he/she will be paid for the time between the expiration of the rest period and his/her regular quitting time on such day. (Amended 3/1/94)

(3) In the application of the foregoing, an employee, unless otherwise instructed, shall be deemed to be excused from reporting to work for the period between the end of his/her rest period and the reporting time, as designated by the applicable subsection. (Amended 3/1/94)

(f) An employee entitled to a rest period hereunder may nevertheless be required to work during regular work hours on a workday without having had a rest period of eight consecutive hours, in which event he/she shall be paid at two times the straight rate of pay for all work performed until he/she has been relieved from duty for at least eight consecutive hours. (Amended 3/1/94)

TITLE 13. UNIFORMS & EQUIPMENT

13.1 Uniforms

(a) Company shall provide each new employee:

five shirts
five pairs of pants
one heavy quality duty jacket

one set of rain gear
one pant belt
one set of leather or web gear
~~fine shoulder patches~~

one hard hat
one pair safety glasses
one set hearing protection
other equipment as provided by Company
(Amended 8/24/22)

(b) Company will replace any of the above items as necessary, unless the need for replacement was caused by the employee's negligence, carelessness, or other avoidable reason.

(c) Company shall select the type and style uniform to be issued to employees.

(d) With prior Company approval, Company will pay up to \$75 in initial alteration costs and annually thereafter will pay up to \$25 in alteration costs per employee for replacement uniforms. Receipts for alterations are required for payment. (Amended 3/1/94)

13.2 (Deleted 12/12/16)

13.3 Termination

Upon termination of employment, an employee must return all items listed in 13.1(a) except the uniform shirts, pants, ~~and shoulder patches~~. (Amended 8/24/22)

13.4 Gear up time (Added 8/1/09)

The Company and the Union agree that fifteen (15) minutes is an adequate period of time for armed security officers to collect company-owned weapons, controlled keys, and other gear, and consistent with state law, this time is considered paid work time. Armed Officers, except those who are assigned to work at Avila Gate, are to report to shift briefing at the beginning of shift with weapons, ammunition, controlled keys and gear and will receive the fifteen (15) additional minutes of pay referred to above.

Armed Officers assigned to report for work at Avila Gate shall report for work at Avila Gate at the beginning of shift and should not require additional time to collect gear.

TITLE 14. HOLIDAYS

14.1 Holiday Entitlement

Only regular employees who are not on a "leave of absence" and who:

- (a) are paid for the workdays immediately before and after the holiday, or
- (b) are off work with permission, but without pay, for reasons of illness or disability, on the workdays immediately before and after the holiday, or
- (c) are paid for the workday either before or after the holiday but are off work with permission without pay on the other day, shall, except as provided in section 14.6, be entitled to have the following holidays off with pay when they fall on a workday in such employee's basic workweek: (Amended 3/1/94)

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(3rd Monday in January)
Washington's Birthday	(3rd Monday in February)
Memorial Day	(Last Monday in May)
<i>Juneteenth</i>	<i>(June 19)</i>
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Friday after Thanksgiving	
Christmas Day	(December 25)
Three Floating Holidays	(See Section 14.2)
<i>(Amended 8/24/22)</i>	

14.2 Floating Holidays

An employee may select any day as a floating holiday, except those holidays listed under Section 14.1 as a floating holiday during the year. Except in emergencies, employees shall make a good faith effort to notify their supervisor at least 23 hours in advance for all floating holidays which are not scheduled, however this shall not be a condition of use for a floating holiday. A supervisor may, however, limit the number of employees who may be off on a floating Holiday on any given day or shift, but at least one per shift is to be allowed. If more employees elect a specific day as a Floating Holiday than can be permitted to be off on that day, the preference will be given to the order in which the requests were made. (Amended 8/1/09)

14.3 (Deleted 3/1/94)

14.4 (Deleted 3/1/94)

14.5 Holiday on Employee's Non-Workday

(a) If a holiday falls on a regular employee's non-workday, such employee shall be entitled to have one additional workday off with pay. Such day shall be taken in conjunction with the employee's next vacation under the provision of Title 8, except that such day may be taken prior to the employee's next vacation with the approval of the supervisor in charge. In no event shall the additional day be taken prior to the date of the holiday. (Amended 8/1/09)

(b) (Deleted)

14.6 Work on Holidays

(a) Notwithstanding Section 14.1, regular employees may be required to work on holidays which fall on their workdays, in which event any such employee shall be paid overtime for hours worked and holiday pay. Employees may complete the Company's Holiday Option Form during their regular vacation sign up period to have the holiday hours remain in their account for later use, rather than receiving holiday pay. (Amended 8/1/09)

(b) The number of employees regularly scheduled to work on a holiday shall be kept to a minimum consistent with operational requirements. If company determines that the services of an employee who is regularly scheduled to work on holidays are not required on a holiday, such employee shall take the holiday off with pay.

14.7 Holiday Pay for Probationary Employees

A probationary employee shall not be entitled to pay for a holiday unless such employee works on such day, in which event the employee shall be paid at one and one-half times the straight rate of pay for the time so worked. (Amended 3/1/94)

14.8 Error

If an employee is misinformed as to his/her holiday entitlement, such employee will not be required to reimburse the Company for any excess day(s) taken if such employee pointed out the error to his/her supervisor in writing.

In those cases where an employee takes excess holidays and has not pointed out the error to his/her supervisor in writing, the employee may elect to: (Amended 3/1/94)

- (a) reimburse the Company for the wages paid for the excess hours,
- (b) have such excess hours deducted from the current or the next year's vacation entitlement,
- (c) have such excess hours deducted from any current or the next year's holiday hours, if any.

TITLE 15. MEALS

15.1 Intent

The provisions of this Title shall be interpreted and applied in a practical manner which shall conform to the intention of the parties in negotiating with respect to meals; namely that timely meal periods and reasonable compensation for meals shall be provided when employees are prevented from observing their usual and average meal practices or are prevented from eating a meal at approximately the usual time therefore.

15.2 Meals - Regular Work Hours on Workday

Except as provided in Section 15.5 hereof, nothing contained herein shall be construed to require Company to compensate employees for meals or meal periods during regular work hours on workdays.

The Company may assign an employee to a regular work schedule which would include a paid ½ hour meal period. During the ½ hour paid meal period, the employee will be subject to being on call and will respond if necessary to Plant (fire/medical) and/or security (color-coded) emergencies. Other than staffing a post and responding to such Plant and/or security emergencies, the employee will not be required to perform other duties except as necessary to maintain emergency readiness. (Amended 8/1/09)

15.3 Time Intervals

(a) Employees shall be entitled to a meal period of 30 minutes for each work period of five hours. However, an employee with the consent of his/her supervisor, may delay a meal period. (Amended 3/1/94)

(b) In determining time intervals for the purpose of consuming meals, there shall not be included any travel time from an employee's home nor any time allowed for meals.

15.4 Meals - Reimbursement and Time Taken

(a) Recognizing that it is impractical for Company to provide meals on the job for Officers, they shall provide their own meals and Company shall pay an allowance for each such meal. The time necessarily taken to consume meals shall be considered hours worked.

(b) For any meal the employee is entitled to, Company shall pay an allowance of \$15 for meals earned prior to reporting for work and \$20.00 for meals earned following dismissal from work or during a work period. The time allowance shall be one-half hour. (Amended 1/1/10)

The allowances referred to above will be paid and taxed on the regular bi-weekly paycheck. Employees may designate the gross of these payments to a separate direct deposit account other 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 8/1/09)

(c) An employee is entitled to a meal reimbursement under the following circumstances:

(1) When an employee reports for work two or more hours before regular hours on workdays or non-workdays and such work continues into regular work hours, the employee shall provide for one meal on the job and Company shall compensate the employee for other meals as required by the duration of the work period.

(2) When an employee performs one or more hours of work beyond regular work hours, provided that five hours have elapsed since the employee's prior meal period, the Company shall provide a meal period and meal allowance. The employee shall be entitled to a meal period and allowance at five-hour intervals thereafter for as long as such work continues.

(d) (Deleted 3/1/94)

15.5 Meals - Reporting Less Than Two Hours Prior to Work Hours

When an employee reports for work less than two hours before regular work hours on workdays or non-workdays, the usual meal arrangement shall prevail.

15.6 Meals - Reporting Wholly Outside Regular Work Hours

(a) When an employee performs work wholly outside of his/her regular work hours, such employee shall be entitled to meal periods and compensation in accordance with Sections 15.3 and 15.4. (Amended 3/1/94)

(b) For the purposes of this Title, regular work hours on a non-workday shall be the same as on a workday.

TITLE 16. STATUS

16.1 Employment Date

As used in this Agreement, "employment date" means the latest date on which an employee began a period of Service with Company.

16.2 Service

Service is defined as the length of an employee's continuous employment since his/her Employment Date with Company. The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason or layoffs for lack of work which is in excess of the time provided for in Subsection (a) below. The following periods of absence shall count as Service for the purposes of this Agreement and shall not constitute a break in Service. (Amended 3/1/94)

(a) Absences caused by layoff for lack of work so long as such employee has been absent less than thirty continuous months. (Amended 3/1/94)

1. If the employee has regular status but less than five years of Service at the time of layoff and has been absent less than one continuous year.

2. If the employee has five years of Service or more at the time of layoff and has been absent less than two continuous years.

(b) Absence on a leave of absence authorized by the Company, pursuant to the provisions of Title 6, provided the employee returns to active work with Company immediately following the leave of absence. (Amended 3/1/94)

(c) Absence because of illness or injury as long as the employee is entitled to receive sick leave pay or is entitled to receive benefits under the provisions of the Voluntary Wage Benefit Plan, a state disability plan, the Long Term Disability Plan, or a Worker's Compensation Law, provided that the employee returns to active work with Company immediately following recovery from the illness or injury. (Amended 3/1/94)

(d) Absence for military service or service in the Merchant Marine, so long as the employee returns to active work with Company within the period during which the employee's re-employment rights are protected by law. (Amended 3/1/94)

(e) Absence for Union business pursuant to provisions of Title 6. (Added 3/1/94)

If an employee fails to return to active work within the above time limits, for any reason except death or disability, Service shall be deemed terminated as of the expiration of the time limit. (Amended 3/1/94)

An employee who is rehired after a break in Service shall be treated as a new employee for all purposes, and Service and compensation before the break in Service shall not be recognized for any purpose under any provision of this Agreement. (Amended 3/1/94)

16.3 Regular Status

(a) Employees shall be designated as probationary and regular, depending on the length of their Service.

(b) New employees shall be hired as probationary employees at a daily rate of pay not less than the minimum wage established for the classification of work to be performed. As long as a

probationary employee retains such status, the employee shall not acquire any Service, or rights with respect to leave of absence, holidays, sick leave, vacation, or similar rights and privileges. (Amended 3/1/94)

(c) On the completion of such employee's first six months of Service which, notwithstanding the provisions of Section 16.2 above, is uninterrupted by absence for more than a cumulative total of 30 days due to (1) layoff, (2) sickness or disability, or (3) any other reason, a probationary employee shall be given of a status of a regular employee, a definite job classification, and placed on a weekly rate. (Amended 3/1/94)

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

(e) A regular employee who has completed less than one year of continuous Service may be terminated for work unsuitability without recourse to the grievance procedure. (Amended 1/15/13)

16.4 Layoff and Reemployment (Added 1/1/00)

Layoffs for lack of work shall be by seniority within each recognized bargaining unit classification identified in Section 2.1 of the Agreement, beginning with the least senior employee within the affected classification. Recall for employment (call to return to work) within a classification shall be by seniority, beginning with the most senior employee within the classification then currently on layoff status.

- (a) An employee who has been laid off for lack of work for a period not to exceed thirty months and who had one or more years of Company service at the time of layoff, shall be entitled to preferential rehire, provided that the laid off employee keeps the Company informed in writing of their current mailing address and telephone number.
- (b) If an employee, upon being recalled (called to return to work) from layoff status, fails to return to work for any reason, the employee's Service shall be deemed terminated as of the date of recall.
- (c) In all cases, an employee recalled to work must meet all qualifications or recertifications of the classification to which the employee is being recalled, prior to returning to work. If the employee is unable to meet the qualifications of the classification, the employee will be terminated.
- (d) Within each bargaining unit classification identified in Section 2.1 of the Agreement to be reduced due to lack of work, seniority for the purpose of layoff and reemployment shall be based on consecutive time worked in the PG&E Security Department. (Amended 3-1-08)
- (e) A regular employee who has completed less than one year of continuous Service may be terminated for work unsuitability without recourse to the grievance procedure. (Added 3/1/03)
- (f) A more senior regular status employee in the affected classification may volunteer to take the place of a more junior regular status employee in the affected classification (other than a temporary additional employee hired under the provision of a special letter agreement such as LA 07-07) and elect to be laid off. Such employee electing layoff will be entitled to severance under the provisions of Exhibit G or the Labor Agreement, but shall not be entitled to rehire rights under Section 16.4(a) and if rehired will be considered a new employee for all purposes under the Labor Agreement. (Added 8/1/09)

- (g) The Company shall not lay off for lack of work any active regular status employee while utilizing a contracted worker performing bargaining unit work. The Company shall give the Union no less than ninety (90) days advance notice of any contracting out on or after the effective date of this Agreement when the Company has ninety (90) days notice, or the amount of notice the Company has if it is less than ninety (90) days. (Added 8/1/09)

16.5 New Employee Classification Seniority (Added 3-3-03)

The assignment of classification seniority between two or more employees whose seniority date is the same, the following will be the sequence of consideration for the purpose of a tiebreaker:

- (a) Any prior service as a DCCP security department employee shall be taken into consideration and an employee whose prior service is greater shall be deemed to have the greater seniority.
- (b) Any prior service as a Company employee shall be taken into consideration and an employee whose prior service is greater shall be deemed to have the greater seniority.
- (c) Reading the last four digits of the social security number from left to right with the higher number deemed to have greater seniority.

It is not the intent of the parties to affect present employees' seniority classification. This system is to be used for new employee department/classification seniority.

TITLE 17. MEDICAL AND SUPPLEMENTAL BENEFITS

17.1 Supplemental Benefit for Industrial Injury Described (Amended 12/12/16)

(a) When an employee is absent by reason of injury arising out of and in the course of the employment with Company, which comes within the application of the Workers' Compensation and Insurance Chapters of the State Labor Code, the employee shall be eligible for supplemental benefits for the duration of temporary disability. Such benefits shall commence with the first workday of absence immediately following the day of injury. The amount of the supplemental benefit payable for each of the first 182 days of absence shall be 75 percent of an employee's basic weekly wage rate divided by five, less the sum of any payment to which the employee may be entitled under the Workers' Compensation and Insurance Chapters of the State Labor Code and benefits from the Voluntary Wage Benefit Plan which provides benefits in lieu of unemployment compensation disability benefits provided for in the California Unemployment Insurance Code. (Amended 1/15/13)

(b) Any supplemental benefit paid during the first week of disability shall be considered as a credit against disability compensation which may be retroactively due under provisions of the Workers' Compensation and Insurance Chapters of the State Labor Code. Supplemental benefits paid for the first 182 days of absence shall be considered as a credit which may be applied to any permanent disability settlement. (Amended 3-1-91)

17.2 Light Duty

An employee who is absent by reason of industrial disability may be returned to work and given temporary light duties within his/her ability to perform. The duration of any such period of temporary work shall be determined by Company. Employees shall be compensated at the rate of pay of their regular classifications while engaged in such temporary duties. (Added 3/1/94)

17.3 Regular Employee Benefits

All benefits-eligible SEIU-represented employees shall be covered by the same health and welfare benefits (e.g. medical, dental, long term disability, short term disability, paid family leave), with the same terms and cost sharing as PG&E's employees who are represented by IBEW 1245. Accordingly, any PG&E/IBEW Local 1245 collectively bargained changes made to the benefits program will also apply to the employees covered by this Agreement. (Added 12/12/16)

TITLE 18. TERM

18.1 Term

This Agreement, having taken effect as of January 1, 1985, and having thereafter been amended from time to time shall continue in effect as further amended herein for the term *January 1, 2022, through December 31, 2025*, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 180 days prior to the end of the then current term. (Amended 11/23/21)

18.2 Amendment-Notice

Except as provided otherwise herein, if either party desires to amend this Agreement, it shall give written notice thereof to the other party 60 days prior to the end of the then current term, in which event the parties shall commence negotiations on any proposed amendments as soon as practicable after such notice has been given. Failure of the parties to agree on such proposed amendment shall not cause termination of this Agreement unless either party has given notice of termination as provided in Section 18.1.

18.3 General Wage Increases

The Company will grant a General Wage Increase using normal rounding of three and three-quarter percent (3.75%) effective January 1, 2022; three and three-quarter percent (3.75%) effective January 1, 2023; three and three-quarter percent (3.75%) effective January 1, 2024; and three and three-quarter percent (3.75%) effective January 1, 2025.

18.4 Conflict of Law

Any provision of this Agreement which may be in conflict with any Federal or State law, regulation or executive order, or any directive or instruction from the NRC (including guidelines, letters, information notices, inspection reports, notices of violation, advisory opinions, citations given to other nuclear power facilities, presentations, audits or any other formal NRC regulatory guidance) shall be suspended and inoperative to the extent of and for the duration of such conflict.

In the event any provision of this Agreement is suspended or declared inoperative by reason of the operation of this Section, the parties shall meet within 30 days to negotiate a substitute provision which will, as nearly as possible, reflect the intent of the suspended clause in a lawful manner.
(Amended 1/15/13)

18.5 Cancellation Due to Breach

Notwithstanding the provisions of Section 18.1, Company may forthwith terminate this Agreement in the event that Union breaches its obligation as set forth in Section 4.2 hereof. Notice of termination shall be given in accordance with the terms of the Labor Management Relations Act of 1947, as last amended.

18.6 General Enabler

The parties recognize that it may be desirable during the term of this Agreement to make further mutually acceptable changes as to matters other than wages (Exhibit A) and the Term of the Agreement. Therefore, by written agreement between Company and 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.

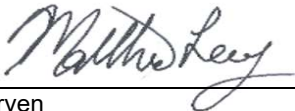
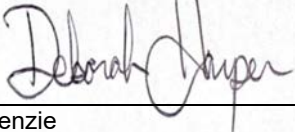
<p>AGREED FOR PACIFIC GAS AND ELECTRIC COMPANY</p> <p>By:</p> <p>Matthew Levy Sr. Director, Labor Relations</p> <p>By: </p> <p>Shawn Kirven Director, Nuclear Security & Emergency Services</p> <p>Negotiating Committee:</p> <p>By:</p> <p>Deborah Harper Labor Relations Negotiator, Principal</p> <p>By: </p> <p>Rosa McKenzie Labor Relations Specialist, Sr.</p> <p>Date:</p>	<p>AGREED FOR SERVICE EMPLOYEES INTERNATIONAL UNION, USWW</p> <p>By:</p> <p>Mark Sharwood SEIU-USWW Vice President & Bargaining Director</p> <p>By:</p> <p>Jeromy Moon Chief Shop Steward, SEIU – USWW</p> <p>By:</p> <p>Andrew Sowell Nuclear Security Officer</p> <p>Date:</p>
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EXHIBIT A
SCHEDULE OF WEEKLY WAGE RATES

Classification (Job Code)	Progression	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Nuclear Security Officer (50010562)	Start	\$43.23	\$44.85	\$46.53	\$48.27
	End 6 Mos.	\$45.24	\$46.94	\$48.70	\$50.53
	End 12 Mos.	\$47.25	\$49.02	\$50.86	\$52.77
	End 18 Mos.	\$49.23	\$51.08	\$53.00	\$54.99
Security Alarm Station Operator (50010564)	End 24 Mos.	\$51.23	\$53.15	\$55.14	\$57.21
	End 30 Mos.	\$53.24	\$55.24	\$57.31	\$59.46
	End 36 Mos.	\$55.21	\$57.28	\$59.43	\$61.66
Nuclear Security Officer- Unarmed (50010563)	Start	\$34.69	\$35.99	\$37.34	\$38.74
	End 6 Mos.	\$36.31	\$37.67	\$39.08	\$40.55
	End 12 Mos.	\$37.93	\$39.35	\$40.83	\$42.36
	End 18 Mos.	\$38.27	\$39.71	\$41.20	\$42.75
	End 24 Mos.	\$41.09	\$42.63	\$44.23	\$45.89
	End 30 Mos.	\$42.73	\$44.33	\$45.99	\$47.71
	End 36 Mos.	\$44.29	\$45.95	\$47.67	\$49.46
Temporary Nuclear Security Officer - Unarmed (51954421)	Start	\$34.69	\$35.99	\$37.34	\$38.74
Zebra Officer (50010565)	Start	\$38.18	\$39.61	\$41.10	\$42.64
	End 6 Mos.	\$39.95	\$41.45	\$43.00	\$44.61
	End 12 Mos.	\$41.74	\$43.31	\$44.93	\$46.61
	End 18 Mos.	\$43.50	\$45.13	\$46.82	\$48.58
	End 24 Mos.	\$45.25	\$46.95	\$48.71	\$50.54
	End 30 Mos.	\$47.02	\$48.78	\$50.61	\$52.51
	End 36 Mos	\$48.74	\$50.57	\$52.47	\$54.44
Temporary Zebra Officer (52267129)	Start	\$38.18	\$39.61	\$41.10	\$42.64

EXHIBIT B

EDUCATIONAL ASSISTANCE

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, except employees in an apprentice classification covered by the provisions of the Master Apprenticeship Agreement, is eligible to participate in the plan. Employees on Long Term Disability may be eligible for reimbursement as determined on a case-by-case basis, qualified employees may apply for payment in advance to the school.
- B. Courses must be accredited by one of the following:
- ☐ One of the six Regional Associations of Schools and Colleges through a regular program of instruction, a correspondence program, an extension division, or an evening division;
 - ☐ The California Department of Education;
 - ☐ The Directory of Accredited Private Home Study Schools approved by the Accrediting Commission of the National Home Study Council; or,
 - ☐ Schools selected by the Company.

Approved courses are those that add to your effectiveness in your job. Courses that contribute to your overall development may also be approved.

- C. Proof of successful completion of an approved course with a grade of "C" (or equivalent) or better in each course is required in order to qualify for a tuition refund.
- D. Employees eligible for State or Federal Veteran's Assistance will be reimbursed the difference between the Veteran's reimbursement percent and PG&E's.
- E. Attendance at these courses shall not interfere with the regular working hours of the employee.

Procedure

- ☐ An employee who desires to receive tuition refund must submit a completed a Tuition Refund application to his/her supervisor for approval, prior to enrollment in a course of study. The completed Tuition Refund application must contain details of the course for which payment in advance will be sought and if the employee is qualified for financial assistance through a Federal or State Veteran's Education Assistance, an outline of those program benefits must be attached.
- ☐ Employees should submit this request for approval at least 30 days prior to the enrollment date to allow ample time for processing.

- ☐ Upon review and approval of the Tuition Refund Application, employees will receive payment in advance by an Official Tuition Voucher in the amount of tuition and fees and a Textbook Reimbursement - Form within the established employee reimbursement limit as direct payment to the institution for tuition and covered fees.
- ☐ The employee must provide proof of successful completion of an approved course with a grade of "C" (or equivalent) or better, in each course, and copies of receipts indicating moneys paid for textbooks, within 30 calendar days to the Plan Office.
- ☐ If an employee has received payment in advance and does not successfully complete the course within one year from the term ending date or does not provide passing grades or proof of satisfactory completion within 120 calendar days of the end of the course, he/she is responsible for repayment to PG&E of the tuition and fees advanced. This requirement will be waived in the event the employee is unable to complete an approved course due to Company initiated transfer or excessive mandatory overtime.

Payment In Advance

Payment in advance for approved courses of study will be provided up to the annual maximum of \$5250 for registration fees, tuition, required textbooks, laboratory fees, and other charges made by the institution. Costs of material and equipment purchased separately by the employee are not covered.

- A. Payment in advance will be made only for courses in which regular employee enrolled after completion of six months or more of continuous service. Employees who voluntarily terminate employment with PG&E or are discharged for cause must repay PG&E for any tuition and fees advanced.
- B. There is an annual limit of \$5,250 per employee per calendar year. Requests for payment in excess of this limit will be considered only if:
 - 1. The course or courses are of a special nature, and
 - 2. Such course or courses are not available elsewhere, and
 - 3. It is unlikely that such course or courses will be repeated in the foreseeable future.

(Amended 1/31/13)

EXHIBIT C

ANNUAL APPENDIX B FITNESS EXAMINATION AND ALTERNATE PLACEMENT

(Added 1/1/00)

1. Annual fitness examination

An annual fitness examination, which includes a micro-fit test, will be performed by a Company physician. Employees who are unable to achieve the standard on the micro-fit test will be allowed one additional opportunity within 5 workdays. Any changes to the currently administered fitness examination must be job related and within the guidelines set forth by the Nuclear Regulatory Commission (NRC).^{*} Company shall notify the Union of any modification to the medical examination.

The Union may request to meet and discuss any modification to the fitness examination provided that the Union makes the request within 30 days of receiving the notice. Company shall not implement any modification for 30 days after giving notice, unless an immediate change is directed by the NRC, or unless the Union indicates there is no need to meet and discuss. Union and Company shall schedule the meeting within two weeks of the date of Union's request.

^{*} "guidelines set forth by the NRC" is not limited to the regulations promulgated by the NRC, but also includes letters, information notices, inspection reports, notices of violation, advisory opinions, citations given to other nuclear power facilities, presentations, audits and any other formal NRC regulatory guidance.

2. Nuclear Security Officer - Unarmed (NSO-U, a.k.a. NORA) (3384) Job Duties and Responsibilities

The duties of the NSO-U classification are the same as those of the NSO, except for those duties which require specific armed responder Appendix B certification. Job qualification and critical tasks are identified in the Diablo Canyon Physical Security and Training and qualification Plans, as well as applicable State and Federal Regulations. This may include the performance of all contract Watchpersons and Site Access Officer duties.

3. Zebra Officer (3386) Job Duties and Responsibilities

The duties of the Zebra classification are the same as those of the NSO, except for those duties which require specific armed responder Appendix B certification. Job qualifications and critical tasks are identified in the Diablo Canyon Physical Security and Training and Qualification plans, as well as applicable State and Federal Regulations. (Amended 8/1/09)

4. Temporary Assignment - NSO-U (Amended 12/12/16)

An employee may be placed in a temporary NSO-U classification if the Company physician determines that the employee is unable to meet the standards of the armed responder Appendix B fitness examination. The Company physical will:

- 1) determine whether the condition is temporary or permanent
- 2) determine whether the employee is physically qualified to perform the duties of the NSO-U classification
- 3) recommend a course of treatment/action to include a timeline for completing such treatment/action, and
- 4) provide periodic follow-up to monitor and report progress

5. Non-industrial Injury or Disability (temporary condition)

An employee shall have one opportunity during the course of their employment with the Company for temporary assignment to the NSO-U classification, without regard to operational need provided the employee is otherwise qualified for the assignment and commits to and makes a good faith effort to follow the physician's recommended course of treatment. Such assignment will be at the employee's current rate of pay. The duration of such assignment will be determined by the Company physician, based on his or her reasonable time projection for accomplishing the course of treatment/action, but in no event shall the Company be obligated to continue the assignment beyond six months from the date the employee's Appendix B certification was revoked. (Amended 3/1/03)

The Company may, at its sole discretion, extend the temporary assignment, or on a subsequent occasion begin a new assignment, but in either case the employee shall be compensated at the rate of pay established for the NSO-U classification. At any time during the temporary assignment to the NSO-U position, the employee requalifies for the NSO classification, the employee may immediately resume the duties of an NSO. (Amended 12/12/16)

6. Industrial Injury or Disability

An employee placed in the NSO-U classification by reason of industrial injury or disability will continue to receive the rate of pay for his or her current classification until such time as the condition is determined to be permanent and stationary. (Amended 12/12/16)

7. Regular placement - NSO-U

An employee may be considered for regular placement in the NSO-U classification; however, the number of positions established will be at the Company's sole discretion. When considering such regular placements, the Company shall give consideration to whether or not the disability is industrially related, the employee's length of service and job performance, and operational needs. (Amended 12/12/16)

Employees moved from NSO to NSO-U; NSO to NSO-Z or from NSO-Z to NSO-U under this provision shall retain seniority for purposes of Vacation and Floating Holiday scheduling as well as for shift selection. All other terms and conditions of Exhibit C remain unchanged including the placement of the employee being at the Companies sole discretion and contingent upon there being position available.
(Amended 8/24/22)

Nothing herein shall preclude an NSO or Zebra placed as an NSO-U from seeking other positions within PG&E. (Amended 3/1/03)

8. Return to NSO classification

An employee who is able to regain his or her armed responder Appendix B fitness certification shall be placed as an NSO upon regaining NSO qualifications. Employees doing so shall retain their NSO classification seniority. (Amended 8/1/09)

9. Wage Placement

An employee currently receiving a pay rate higher than the maximum rate for the NSO-U classification shall receive the top rate of pay for the NSO-U classification, unless the provisions of Section 7.9 apply. If an employee is receiving less than the top rate of the NSO-U classification, the employee will receive the wage progressive step established for the NSO-U classification commensurate with his or her present wage progressive step. Such employee will also be credited with time spent in such step toward the next progressive wage increase. (Amended 12/12/16)

10. Agreed-to-medical examiner (AME)

Company and Union will establish a panel of AME's with experience and knowledge administering armed responder Appendix B medical evaluations. If the Company physician determines that an employee is medically and permanently precluded from performing the activities of the NSO classification, and the employee's personal physician submits a conflicting medical report, the matter should first be reviewed between the physicians, in light of the job requirements. If the conflict cannot be resolved, it may be referred to a mutually acceptable AME unless the parties agree otherwise. The decision of the AME will be final and binding. Prior to the AME examination, the employee will submit to the Company one half of the estimated cost of the AME examination. If the AME supports the determination of the Company physician, the cost of the AME examination will be shared equally by Company and the employee. If the AME does not support the determination of the Company physician, the Company will pay the full cost of the examination.

11. Overtime

There will be a separate overtime bar graph for the NSO-U and the Zebra classification. (Amended 3/1/03)

12. Contracting

This agreement shall not limit the Company's right, under Section 3.1 of the Agreement, to contract or subcontract work for security services, except as provided in Subsection 16.4(g). The SEIU recognizes that PG&E has contracted with a security firm to provide watchperson services to provide traffic control and enforcement for safety purposes. Nothing herein shall be construed to accrete the Watchperson classification to the PG&E bargaining unit now represented by the SEIU. (Amended 8/1/09)

13. Missed Meal Paid Code 7 Rotation Bar Graph

Assignments to the Missed Meal Paid Code 7 rotation shall be distributed in an equitable manner. The bar graph will be similar to the overtime bar graph and will be reset at the same time as the overtime bar graph.

Officers who are low on the bar graph after being absent, unavailable, or who have been performing work in another classification, for five consecutive working days or more will have the Missed Meal Paid Code 7 bar graph adjusted by the following means: *Officers below the mid-point of the current bar graph average for their assigned shift will have 1.5 hours (3 meal periods) added to their bar graph per 5 consecutive working days that they were absent/unavailable, not to exceed the mid-point.* If an officer's missed meal bar graph is adjusted, Company will notify the employee and the Union.

When the Missed Meal Paid Code 7 bar graph is reset, the Company will review the number of paid meal rotations assigned to each Nuclear Security Officer during the previous period. Any NSO that has been assigned less than 90% of the average number of paid meal rotations which were assigned to other NSO's on the same shift will be paid the equivalent number of hours at the overtime rate to bring them up to 90%. For example, if the average paid meal rotations assigned to NSO's for the year was 85, and an Officer had only be assigned to 70 rotations, that officer will be paid 6.5 meal periods at the overtime rate. $(85 \times 90\% = 76.5)$

If the Company adds regularly scheduled paid meal rotations to another classification, Company agrees to meet and discuss a process to distribute in an equitable manner similar to the above. (Amended 12/12/16)



**Pacific Gas and
Electric Company**

Bruce Tison
Director and Senior Negotiator
Industrial Relations

2850 Shadelands Dr., #100
Walnut Creek, CA 94598

(925) 974-4156
Fax: (925)974-4289

00-01-IUSO

EXHIBIT E

January 11, 2000

International Union of Security Officers
2404 Merced Street
San Leandro, CA 94577

Attention: Robert Ulreich, International President

Gentlemen:

Company proposes that the following provisions be applicable to ten-hour, four-day workweek schedules established under Section 10.3 of the Agreement.

1. INITIAL ESTABLISHMENT OF SHIFTS

(a) The number of employees working shall not be reduced due to establishment of a ten-hour, four-day shift schedule unless otherwise agreed to by the Union.

2. MEALS

The meal period will be between four and five hours after start time, and in accordance with current Industrial Welfare Commission Order No. 4-89.

3. OVERTIME

(a) No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. In all other instances, overtime will be paid at the appropriate rate.

(b) General: Overtime will be paid in accordance with the provisions of Sections 12.1, 12.2, except that for purposes of this agreement, Item (b) under Section 12.1 shall be revised as follows:

(b) time worked in excess of regular scheduled hours on a workday.

4. SICK LEAVE, VACATION, HOLIDAYS, JURY DUTY AND FUNERAL LEAVE

Sick leave, jury duty, funeral leave and vacation will be converted to hours. An employee who is off for either will be charged for 10 hours, subject to the following conditions:

(a) **Sick Leave - Employees shall be charged in increments of one hour.**

(b) Vacation - An employee, upon returning to the regular eight-hour workday, may elect: to have Company purchase any remaining fractions of less than four hours vacation or may elect to take a full day off and be paid only for that amount of fractional vacation allowance due. Employees remaining on an eight hour day at the end of a year will automatically have any fractional vacation allowance deferred to the following year.

(c) Holidays - Eight hours pay will be paid for holidays. The provisions of Sections 14.5 and 14.6 shall apply to holidays on an employee's non-workday (using the eight hour credit as applied in Item b. above).

For schedules which begin or continue into a new calendar year, eight hours pay will be paid for the following holidays (depending on the employee's work schedule and date of holiday):

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(Third Monday in January)
Washington's Birthday	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving	
Christmas Day	(December 25)
Floating Holiday	

Employees are entitled to 104 hours of holiday pay, which is equivalent to 13 eight-hour holidays. In an eight-hour pay schedule the holidays are split into ten fixed and three floating.

An employee who has secured eight or more hours of back pay can elect the option of converting the hours to a second floating holiday. The Company will purchase any remaining hours of fractional holiday pay each year.

Schedules which begin at other than the beginning of a calendar year will result in the employees maintaining their current number of holidays for that year.

5. DISCIPLINARY LAYOFFS

Under Positive Discipline, the Company will provide paid 10-hour Decision Making Leaves.

International Union of Security Officers
January 11, 2000
00-01-IUSO

-3-

6. TRAINING CLASSES

If an employee will work more or less than 80 hours inclusive of non-productive time (vacation, sick leave, jury duty, etc.) in a pay period as a result of attending a Training Class the Company may adjust the employees schedule at the beginning or end of the schedule. These schedule changes will be without the payment of overtime and will be on the non-work day in the workweek. The minimum for any adjustment will be four hours.

If you are in accord with the foregoing and agreement 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/Bruce A. Tison
Director and Senior Negotiator

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

INTERNATIONAL UNION OF SECURITY OFFICERS

January 25, 2000

By: /s/Alan Welch

EXHIBIT G
SEVERANCE PROGRAM

(Added 1/1/00)

A. Application

An employee with more than one year of continuous service, who is laid off pursuant to Section 16.4 will receive the Severance Package as defined below. (Amended 1/15/13)

B. Formula

1. Four weeks pay (base classification) plus two weeks' pay for each year of service.
2. A lump sum payment of \$5,000.00 to partially offset COBRA and life insurance conversion coverage. The employee has no obligation to use it for COBRA conversion or continued life insurance coverage.
3. Payment is dependent on signing of the Company's Severance Agreement and Release.
4. Employees who are rehired, pursuant to Subsection 16.4(a), within 12 months of lay-off and are subsequently laid off for lack of work within 12 months of being rehired will receive a prorated severance. The prorated severance amount will be equal to the difference between the severance amount(s) the employee previously received and the severance amount calculated used the employee's current years of service.

EXHIBIT H
NEPOTISM POLICY

Policy Statement:

It is the policy of PG&E Corporation that all individuals have an equal opportunity for career advancement without fear of favoritism or penalty, whether actual or implied. In addition, the Code of Conduct for employees requires that all employees avoid real or apparent conflicts of interest. Therefore, consistent with these practices, PG&E Corporation has adopted the following nepotism policy.

Policy Statement on Close Relatives

- A close relative is defined as a parent, child, spouse, domestic partner, sibling, in-law, stepparent, stepchild, grandparent or grandchild.
- No employee may participate in any decision or recommendation relating to the employment of a close relative including, but not limited to: the hiring, appointment, promotion, advancement, retention, work assignment or other condition of employment at PG&E.
- No close relative is permitted to work in any position in the same chain of command (i.e., hierarchal reporting relationship) as another close relative.

Disclosure of Potential Conflict

Employees who are in a situation, or believes they may be in a situation, that conflicts or appears to conflict with this policy are required to report the situation to their supervisor, Human Resources representative or to contact the Compliance and Ethics Helpline. Representatives from Human Resources will work with the supervisors of the employees involved to arrive at resolutions that comply with the policy. These resolutions necessarily will be based on the specific facts and circumstances of each situation.

(Added 8/1/09)

EXHIBIT I

ADDITIONAL WAGE RANGE ADJUSTMENT

The Company will grant a wage range adjustment, in addition to the GWI, for all security classifications of three-quarter percent (0.75%) effective January 1, 2010. This will offset the elimination of the Security Fitness Incentive Program.

EXHIBIT J

VOLUNTARY CONTRIBUTIONS TO UNION'S COMMITTEE ON POLITICAL EDUCATION

The Company agrees to deduct voluntary contributions by employees to the Union's Committee On Political Education (COPE) Fund and to transmit said contributions to the Union's COPE Fund on a monthly basis. It is expressly understood that that such voluntary contributions are not a condition of employment.

EXHIBIT K

TITLE 16 CLARIFICATION

DCPP Security – Seniority Assignment and Recall Process

Security Department Recall Policy

- 1) The company will create a recall list based on the current classification seniority list at the end of each employment period, prior to conducting any layoff activities, and provide such to the Union for review. The seniority on this exit list will be the order of recall for future rehire. In the event of a layoff, each officer's performance will be documented, and their eligibility for rehire will be discussed with the departing officer(s). The Company at its sole discretion may designate an employee with less than one year of service as ineligible for rehire consistent with 16.3 of the contract.
- 2) For outage work, and other planned work during non-outage periods (i.e., work scheduled at least 21 days in advance), the company will determine how many officers it needs. Officers on the recall list will be notified by phone and/or email that work is available. The employee will have seven calendar days to respond from the initial contact attempt. It is the employee's responsibility to keep the Company notified of any changes to address, phone number and email address. Employees may call 415-973-4357 to update contact information.
- 3) For non-outage work, and work scheduled less than 21 days in advance (Emergency/ emergent work), recalls will be initiated by Seniority according to the number of officers needed by the Company. More notices may be given out than positions are available in order to quickly create a pool of available officers. A minimum response time of 48 hours will be provided after the first notification. Longer response times will be allowed whenever practical. When contacted for a recall opportunity, officers will be asked if they are available for the upcoming work period. Available officers will be hired back based upon their rehire seniority. Additional officers may be placed on a standby list and will be called out by seniority if officers above them on the recall list turn down the opportunity.

Example: A piece of plant equipment fails and affects site security. Ten officers are needed during the repair. The top ten officers on the recall list will be contacted and immediately hired if they are available to work. Officers that are number eleven or greater on the recall list may also be contacted. Those available to work will be put on a 48 hour standby list and hired as officers with greater seniority decline the recall opportunity or fail to respond within the allotted response time.

Recall Class Seniority

Recall (offer to return to work) of eligible displaced employees within a classification shall be by seniority, beginning with the most senior laid-off employee within the classification. Security employees will be assigned classification seniority within a group/class when they enter a new classification with prior service or as a new hire. This seniority within the group will be maintained from work period to work period except for the following reasons:

- 1) An Officer declines a recall (rehire) opportunity except when rehire rights are protected by law (e.g. active military service).
- 2) An Officer fails to respond to a recall within the provided time limits.
- 3) 30 months has passed since the last employment period.

Any officer who is recalled (rehired) after a break in service will be treated as a new, probationary employee.

Clarification of new employee/class Seniority:

Classification Seniority is typically determined by hire date (see exception in "f" below). However, if two or more employees have the same seniority date, the following sequence will be used as a tiebreaker to assign seniority:

- a) Currently employed Diablo Canyon Security Department employees and whose length of accumulated service in the security department is greater (total days worked)
- b) Currently employed Company employees in any department other than security and whose length of accumulated service with PG&E is greater (total days worked)
- c) Any prior DCPD Security department work and whose length of accumulated service in the security department is greater (total days worked)
- d) Any prior company service and whose length of accumulated service with PG&E is greater (total days worked)
- e) New employees with no prior company service will read the last four digits of the social security number from left to right with the higher number deemed to have greater seniority. In the event two employees have the same last four digits, the last five digits will be used, with the higher number deemed to have greater seniority.
- f) Officers are typically hired in groups with the expectation that they will be trained in a single academy class. When hiring is done this way, it is not practical to hire everyone on the same payroll start date. Therefore, once all the candidates have been hired for a particular class, their seniority will be determined using the qualifiers listed above and not the payroll hire date.

s/Micah Van Bogelen Date: 5/31/11
Micah Van Bogelen, Labor Relations

s/Tim Klein Date: 5/31/11
Tim Klein, Chief Shop Steward

s/Jeff Hatley Date: 5/31/11
Jeff Hatley, Security Supervisor

s/Bill Caspar Date: 5/31/11
Bill Caspar, Shop Steward

EXHIBIT L

DCPP SECURITY DEPARTMENT OVERTIME POLICY

SCOPE

This policy identifies how overtime is to be scheduled and or assigned for all DCP Security Officers.

DISCUSSION

Historically Management and Bargaining unit have worked together to ensure overtime requirements are met in a manner fair and equitable to all bargaining unit employees. Together, we have developed, revisited and revised as necessary those practices associated with the assignment of overtime to maintain this equitably. It is the purpose of this Overtime Policy to update and solidify current practices associated with meeting overtime requirements.

INSTRUCTIONS

The Overtime Planner is a routinely utilized six-month calendar used for officers to indicate the days they wish to work overtime as well as to assign overtime. Anticipated overtime should not be scheduled more than 4 weeks in advance.

Additional requirements for overtime are to be assigned referencing the bar graph (actual overtime hours worked).

The Overtime Planner is to be used when a pre-planned event (e.g., Code 200, construction project, plant open house, etc.) requires shift staffing levels significantly greater than usual.

Voluntary overtime is always to be utilized first. However, if overtime requirements exceed the number of volunteers, mandatory overtime may be assigned.

Voluntary overtime is assigned in accordance with greater seniority/least amount of overtime hours worked. Mandatory overtime is assigned in accordance with lesser seniority/least amount of overtime hours worked.

For routine advance scheduling purposes, overtime assignments should be assigned via the Overtime Planner. Overtime availability is filled no less than four calendar days prior to the date of need. If the need for multiple overtime assignments arises, these assignments should be distributed in an equitable manner.

Overtime to be assigned, unless otherwise noted herein, is done in order of preference as noted below that is, #1 should be exhausted before proceeding to #2, and so on. Additionally, the steps listed refer to filling eight-hour blocks of time. If a four-hour overtime block is required this will be filled first with voluntary, then mandatory over or early, as applicable.

1. Voluntary 4 over and 4 early
2. Voluntary 4 over and mandatory 4 early or vice versa

3. Voluntary 6th day (if allowed under Fatigue Rules)
4. Voluntary 7th day (Requires Security Manager or Director approval)
5. Mandatory 4 over and 4 early
6. Mandatory 6th day
7. Mandatory 7th day (Requires Security Director approval)

The bar graph will routinely be taken into consideration in assigning overtime unless the overtime hours worked would exceed amounts as defined in OM14.ID1, or current policy governing Fatigue Management Rules.

In accordance with the Agreement between the SEIU-USWW and Pacific Gas and Electric Company and current practice, seniority and the bar graph determines who may be assigned overtime, whether voluntary or mandatory.

The Overtime Planner

The Overtime Planner is a six-month calendar used for officers to sign in indicating the days they wish to work overtime.

Following the shift and days off sign up pursuant to 10.7, and up to four days prior to the date that sign up commences, overtime is assigned utilizing the Overtime Planner and a separate bar graph.

On this bar graph, the date of the overtime assignment is placed in the space representing the block of overtime anticipated to be worked during the next 30 days. This overtime is assigned utilizing the Overtime Planner and is done in accordance with seniority (greater to least).

Anticipated Overtime Monthly

Anticipated overtime is assigned on a monthly basis using the Overtime Planner.

Scheduled overtime should not be assigned more than four weeks in advance.

Short Notice Overtime (SNOT)

In those situations in which only one to three calendar days are available prior to the need for overtime, voluntary or mandatory assignments will be made from officers available on shift. If the need for multiple overtime assignments arises, these assignments should be distributed in an equitable manner using the bar graph. The overtime will be assigned chronologically.

For example, Swing Shift learns on Monday that 8 hours of overtime will be required Thursday. Mid Shift Tuesday will fill the 4 hours early assignments. Day Shift Tuesday will fill the 4 hours over assignments using the bar graph.

In those situations in which the need for overtime is immediate (e.g., shift supervision became aware of the need on the same day the overtime is required), voluntary first, then if necessary mandatory overtime will be assigned on a short notice holdover/call in basis, using the bar graph.

Cancelling Overtime

When it is necessary to cancel an Overtime slot, any mandatory overtime on the roster should be cancelled first. If there is more than one mandatory slot on the roster the officer with the greater amount on the bar graph should be the first cancelled and so on, if necessary.

If there is no mandatory OT on the roster and it is necessary to cancel an Overtime slot, shift supervision will first ask for volunteers to give up there OT. However, if there are no volunteers and shift supervision determines it is still necessary to cancel an OT slot, the officer highest on the bar graph should be cancelled first.

Officers giving up Overtime

Any officer may "give up" or trade OT assignments (even mandatory) with any other qualified and available officer as long as it doesn't conflict with any other scheduled OT or OM14.ID1. If mandatory overtime is assigned, and another employee subsequently volunteers for that overtime, the volunteer will be utilized, provided the officer who was assigned the mandatory overtime agrees. All Officers will have an opportunity to volunteer for the overtime and the OT assignment will be filled according to the bar graph.

In the case of an officer giving up an OT assignment, once he/she has done so, any additional OT needs for the rest of the shift (sick call coverage, new comp measures, etc.) will be filled according to the bar graph.

Bar Graph Adjustment

For Officers who are low on the bar graph because they have been absent or unavailable to work OT for 15 continuous work days, the bar graph will be adjusted and they will be placed 4 hours below the Officer who has been available to work OT the last 15 working days and has the least amount of OT on the bar graph.

Cancellation

This policy can be modified with the joint, written approval of the Company and Union. Either party may cancel this overtime policy with 30 days written notice. Upon cancellation, overtime will be assigned in accordance with 12.3 of the contract.

(Added 1/15/13)

EXHIBIT M

TEMPORARY ADDITIONAL EMPLOYEES

1. The following temporary classifications will be established to support refueling outages, but may also be used to staff special projects by advance Company/Union agreement:

a) Nuclear Security Officer – Unarmed, Temporary Additional. Wage rate starting step established for Nuclear Security Officer – Unarmed (3384).

b) Nuclear Security Officer, Temporary Additional. Wage rate starting step established for Nuclear Security Officer hired after 1/1/2017.

c) Alarm Station Operator, Temporary Additional. Wage rate starting step established for Alarm Station Operator hired after 1/1/2017.

2. The provisions of Sections 2.3, 2.4 and 2.5 of the Agreement shall become applicable eight (8) calendar days after hire date. The Company shall provide a complete list of temporary additional employees including full name and address at that time.

3. Employees with at least six (6) cumulative months of prior DCPD Security Department experience, but less than three (3) consecutive years of prior experience will be paid at the second wage step established for their respective classification.

4. Employees who have previously worked in the DCPD Security Department for at least three cumulative years in any classification and return to work in one of these temporary classifications will be paid at the top wage step for the job classification to which they return.

5. Temporary Additional employees will not be eligible for any allowances specified in Title 13. Temporary Additional employees will be provided with uniforms and will be responsible for all uniform maintenance. Uniforms will be returned to the Company upon separation.

6. Title 16, Status, of the Agreement will not apply to Temporary Additional employees. These employees will not accrue Service towards achieving regular status.

7. Exhibit G, Severance, will not apply to employees in Temporary Additional classifications.

8. Temporary Additional employees may be assigned to any existing work schedule which may be changed based on operational necessity.

9. With prior Company/Union agreement, the Company may establish alternate workweek and work hour schedules, as necessary to support the work. The provisions of Title 10, Hours of Work, will not apply.

10. The provisions of Section 12.3, Assignment of Overtime, and Section 12.5, Minimum Pay, will not apply to employees in Temporary Additional classifications.

11. Except in situations of immediate operational necessity, regular PG&E DCPD Security Department employees will be given preference for overtime assignments.

12. Work assignments for Temporary Additional employees

a) Outages: Employees may be hired up to 60 days prior to a refueling outage, and remain up to 45 days following an outage. The start of the outage is when the breaker is opened. The end of the outage is when the unit is back at full power.

b) Special Projects: By joint agreement, temporary employees may be brought in to support special projects for duration not to exceed 12 consecutive months. Extensions may be authorized by joint Company-Union approval.

13. A Temporary Additional employee may be terminated for work unsuitability without recourse to the grievance procedure.

14. A Temporary Additional employee will be treated as a new hire for all purposes if hired by the Company into a regular position. To be considered for regular employment, the individual must formally apply through the Company's established hiring process.

15. All other provisions of the Agreement not excluded by Exhibit M shall apply.

(Added 12/12/16)

EXHIBIT N _DCPP Base Retention Program (Added 12/12/16)



Lance Matthews
HR and Labor Relations
Director

Diablo Canyon Power Plant
P.O. Box 56
Avila Beach, CA 93424
(805) 545-4960

16-03-SEIU

June 30, 2016

Mr. Carl Walter, Business Representative
SEIU, USWW
3411 East 12th Street, Suite 200
Oakland, CA 94601

Dear Mr. Walter:

PG&E and SEIU-USWW have met to discuss the effects of the Company's recent decision not to seek relicensing of the Diablo Canyon Power Plant ("DCPP").

Notwithstanding this decision, the operation of DCPP will continue for several years. During this period, PG&E has the obligation to operate the plant safely and reliably. In order to accomplish this, PG&E will need highly skilled personnel who are knowledgeable about maintaining a secure plant operating environment.

Therefore, the Company and Union agree to address retention and transition issues as follows:

Base Retention Program:

The Company shall establish a Base Retention Program ("BRP"). It is the intent of the parties that BRP payments are solely intended for PG&E employees who remain employed and who work in a regular active full-time status at DCPP, whose job or job functions will be eliminated as a result of the cessation of operations at DCPP, and work during the entirety of the commitment periods outlined below. Also eligible are those PG&E employees who solely support DCPP operations and whose job or job functions will be eliminated as a result of the cessation of operations at DCPP and who work the entirety of the commitment periods outlined below. Eligible DCPP PG&E employees are defined as those employees represented by SEIU-USWW as described in §2.1 (recognition clause) of the parties Collective Bargaining Agreement ("CBA"). New hires and PG&E employees bidding or transferring into DCPP during the term of this Agreement will also be eligible for the BRP on a pro-rata basis. PG&E employees working at DCPP on a temporary or rotational assignment are not eligible for the BRP. Contractors, Hiring Hall, and other personnel are not eligible for the BRP. Issues regarding eligibility will be referred to and addressed by the Company's Chief Negotiator and the Union's Business Representative.

The BRP is divided into two commitment periods. The first period is a four (4) year commitment of employment which covers years 2016 through 2020. The second period is a three (3) year commitment which covers years 2020 through 2023. Employees may accept a single commitment period, both periods, or neither. The Company will determine the process and timeframe for employee acceptance of the BRP, including the written agreement to be signed by the employee, and will provide advance notice to the Union prior to communicating with employees. Base salary will be determined by annualizing the employee's basic wage rate and shall exclude all overtime, premium, differentials, and bonus payment(s).

The first BRP commitment period payments will be provided as follows:

- Sept 1, 2016 - Aug 31, 2017 Payment of 25% of base salary will be made in Dec 2017
- Sept 1, 2017 - Aug 31, 2018 Payment of 25% of base salary will be made in Dec 2018
- Sept 1, 2018 - Aug 31, 2019 Payment of 25% of base salary will be made in Dec 2019

- Sept 1, 2019 - Aug 31, 2020 Payment of 25% of base salary will be made in Dec 2020

The second BRP commitment period payments will be provided as follows:

- Sept 1, 2020 - Aug 31, 2021 Payment of 25% of base salary will be made in Dec 2021
- Sept 1, 2021 - Aug 31, 2022 Payment of 25% of base salary will be made in Dec 2022
- Sept 1, 2022 - Aug 31, 2023 Payment of 25% of base salary will be made in Dec 2023

Each year, upon payment of the BRP payment, the Company will recalculate an employee's overtime rate (for all overtime hours worked that year) that factors in the BRP payment pursuant to state and federal law. This OT true up will be paid separately from the BRP payment.

Employees electing one or both commitment periods will not have transfers considered, except to another classification at DCP, until they complete their total commitment period.

Nothing in the BRP or this Agreement shall be construed as (i) a requirement to retain any employee for any period of time, (ii) a restriction of the Company' right to layoff, transfer or reassign, discipline or discharge or take any other action in accordance with the terms of the parties' Collective Bargaining Agreement ("CBA").

Failure to complete commitment timeframe

An employee who voluntarily terminates employment at DCP, retires, accepts another PG&E job outside of DCP, or is discharged by the Company for cause, prior to the completion of a commitment period will reimburse the Company for the full amount of any and all BRP payments paid. The written retention agreement will contain provisions to facilitate how repayment will be accomplished.

Employees who take a Company approved leave, Union leave or a legally protected leave of absence will not be required to repay the Company for BRP amounts already paid and will be eligible for a pro-rata BRP payment for the period in which the leave commences. If the employee subsequently returns to work in a regular capacity at DCP, the employee will be entitled to a pro-rata portion of any remaining future BRP payments.

Similarly, upon the death of an employee or if the employee is laid off for lack of work during a commitment period, he or she will not be required to repay the Company for BRP amounts already paid. Further, such employees will also receive a pro-rata BRP payment for the partial year prior to their death or layoff from the Company.

Finally, in the event DCP ceases operations prior to the expiration of either commitment period or for any reason (e.g. order from a government agency, management decision, etc.) or if an employee's services are no longer required for any other reason not addressed elsewhere in this Agreement, employees will not be required to repay BRP amounts already paid and such employees will also receive a pro-rata BRP payment for the partial year worked prior to the last day worked at DCP by such employee. Under no circumstances in the foregoing scenarios, or any other similar scenario, will an employee be entitled to receive any remaining BRP payments scheduled beyond the last date of employment or last day worked at DCP by employee.

Severance Benefit

Upon closure of DCP and Company notification to an Employee of layoff pursuant to Title 16.4 of the parties CBA, severance benefits will be provided to an employee in accordance with Exhibit G as follows:

- Four weeks of pay at the basic wage rate (which excludes overtime, premiums, differentials, and bonuses amounts), plus two weeks at the basic wage rate for each full year of service; and
- \$5,000 lump sum payment
- All payments will be less legally required tax withholding

Joint Oversight and Flexibility Committee:

Company and Union agree to establish a Joint Oversight and Flexibility Committee consisting of an equal number of Company and Union representatives. Committee members will be appointed by the Company and Union, respectively.

The Committee will address all unanticipated or implementation issues arising from the closure of DCPD and/or this Agreement. This Committee will also be responsible for attempting to address and resolve disputes arising from this Agreement prior to a grievance being filed.

The Committee will also discuss a recommended workforce flexibility plan. These plans will address flexibility issues such as work schedules, job assignments and work rule flexibility, and modifications to training programs. Once the plans are agreed to, the Committee will be responsible to review and recommend amendments, and updates. Any modifications to the CBA will require a letter agreement signed by the Company's Chief Negotiator and the Union's Business Representative.

Decommissioning Work:

There may be instances in which decommissioning work is not work normally performed within the scope of the parties' CBA. Therefore the Joint Oversight Committee outlined above will partner to discuss plans that address issues such as the assignment of decommissioning work to bargaining employees, retraining opportunities, and any potential need to modify the parties CBA as a result of those plans.

Enhanced Placement Options and Relocation

At the end of the employee's assignment and BRP commitments, as determined by the Company, the employee will have the option for a 6 month paid job search while seeking internal employment (deducted from severance if job not found). Employees who must relocate to secure an employment opportunity will be reimbursed for moving expenses as defined in Attachment 1 of this agreement to a maximum of \$5,000. The Company agrees to meet and confer with the Union 3 months prior to expiration of each commitment period and prior to the closure of DCPD to discuss whether open job requisitions will be held and any Title 16.4 implications.

Wage Protection:

Employees who complete their assignment and BRP commitments, as determined by the Company, and successfully transfer or are displaced into a lower paying regular position in another department will maintain their rate of pay for up to three years or 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, whichever comes first. If at the end of three years, an employee is still paid above the top of the rate for the classification held, the employee will be placed at the top of the rate for that classification. During the time that an employee's pay remains above the wage range of the position into which he/she bid, the employee will not receive General Wage Increases or Progressive Wage Increases.

DCPD Section 2.2(a) Committee

In light of the unique circumstances associated with continued operations at DCPD, the Company and Union will create a DCPD Section 2.2(a) Committee that will consist of an equal number of Company and Union representatives. Committee members will be appointed by the Company and Union, respectively. The Committee shall be charged with reviewing section 2.2(a) of the CBA and developing solutions to address contracting issues that may develop at the plant.

Regulatory Approval:

BRP payments are contingent upon PG&E obtaining regulatory approval of the BRP plan.

Conflicts:

In the event that any provision of the parties CBA conflicts with provision(s) of this Agreement, the terms of this Agreement shall supersede those of the CBA.

Entire Agreement

This Agreement sets forth the entire agreement between the parties, and fully supersedes any prior agreements or understandings regarding the subject matter of this Agreement, except any confidentiality or non-disclosure agreements which are incorporated herein by reference. Any modification to this Agreement must be in writing and signed by both the Company's Chief Negotiator and the Union's Business Representative. The terms of this Agreement will not expire and shall survive the expiration of any future CBA(s) between the parties.

If you are in agreement, please sign and return one executed copy of this letter to the Company.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: Lance Matthews
Lance Matthews
Director, DCPD HR and Labor Relations

The Union is in agreement.

June 30, _____, 2016

SEIU, USWW

By: Carl Walter
Carl Walter
Business Representative

L/A16-03-SEIU: ATTACHMENT 1

MOVING ALLOWANCE

Employees who must relocate to secure an employment opportunity due to lack of work at DCP, and the employee's new headquarters is beyond commutable distance from his/her residence, the employee will be reimbursed for reasonable moving expenses to a maximum of \$5,000.

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

- (1) Transportation of the employee and his/her 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 and cable connections.
- (7) Piping and wiring costs to accommodate moved appliances.
- (8) Reasonable costs of any kind and all non-refundable deposits and/or hook-up fees for water, garbage, telephone, gas and electric.

All expenses not specifically covered above are excluded from payment under this agreement.

Although there is no time limit on when the move should occur, notice of intent to move must be filed by the employee within 90 days after his/her transfer in order to qualify for reimbursement of moving expenses outlined above. All requests for reimbursement for moving expenses must be presented together with proper receipts before payment can be granted.

"Beyond commutable distance," as used above, shall mean a new headquarters located more than 45 minutes or 30 miles from his/her present residence.

An employee is not required to move within a commutable distance (45 minutes or 30 miles) to become eligible for a moving allowance, but must move closer to the new headquarters to qualify.



Lance Matthews
HR and Labor Relations Director

Diablo Canyon Power Plant
P.O. Box 56
Avila Beach, CA 93424
(805) 545-4960

16-04-SEIU

July 20, 2016

Mr. Carl Walter, Business Representative
SEIU, USWW
3411 East 12th Street, Suite 200
Oakland, CA 94601

Dear Mr. Walter:

The Company and Union have agreed to modify Letter of Agreement 16-03 by removing the following provision:

"Employees electing one or both commitment periods will not have their bids or transfers considered, except to another classification at DCP, until they complete their total commitment period."

To be clear, removing this section means that employees electing one or both commitment periods may bid or transfer to other positions outside of DCP; however (as already stated in LA 16-03), an employee who accepts another PG&E job outside of DCP prior to the completion of a commitment period will reimburse the Company for the full amount of any and all BRP payments paid.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: s/Alison Plemons
Alison Plemons
Senior Labor Relations Specialist

The Union is in agreement.

SEIU, USWW

July 22, 2016

By: s/Carl Walter
Carl Walter
Business Representative