



## **Negotiation Update**

### **10.13.2022**

The Union and Company met today for negotiations. The Company stated they wanted to parse our proposals down to ones they are interested in bargaining over. The following proposals were rejected by the Company:

#### **U-2 ARTICLE 2 – RECOGNITION OF THE COMPANY’S RIGHTS**

- Modify existing language adding language to provide internal crews work overtime when contractor crews are assigned overtime.

#### **U-3 ARTICLE 2 – RECOGNITION OF THE COMPANY’S RIGHTS**

- Modify existing language to provide per diem for Local 1439 members when per diem is paid to contractors working in Local 1439 jurisdiction.

#### **U-4 ARTICLE 2 - RECOGNITION OF THE COMPANY’S RIGHTS**

- Modify existing language to provide for the Union stewards to work with local management in planning internal work prior to work being given to contractors.

#### **U-5 ARTICLE 2 - RECOGNITION OF THE COMPANY’S RIGHTS**

- Modify existing language to understand that all contracted work will be done by AFL-CIO Union personnel.

#### **U-7 ARTICLE 4 UNION ACTIVITIES**

- Modify existing language to add forty (40) hours of Company paid Union orientation time.

#### **U-9 ARTICLE 9 – WORKING HOURS**

- Modify existing language to provide for eight (8) consecutive hours shall constitute a regular day’s work. Establish clear language a work week is defined as Monday to Friday.

#### **U-10 ARTICLE 10 – WORKING CONDITIONS**

- Modify existing language to provide an employee to receive missed pay on a timely basis.

#### **U-11 ARTICLE 10 – WORKING CONDITIONS**

- Modify existing language to provide overpayment will be paid back in a timely basis.

#### U-23 Article 11 – SICK LEAVE

- Add a stipulation for company mandated quarantine

#### U-24 Article 11 – SICK LEAVE

- An employee shall only be penalized once for a sick leave infraction and not for each occurrence in a year

#### U-26 ARTICLE 13 – OVERTIME

- Whenever restitution is determined such restitution will be in the form of payment. There will be no make-up overtime. The employee will be made whole within 30 calendar days.

#### U-27 ARTICLE 13 – OVERTIME – MINIMUM TIME ALLOWED IF CALLED OUTSIDE SCHEDULED HOURS

- The employee pay will start at the time of the acceptance of overtime.

#### U-34 ARTICLE 21 – MEAL PERIODS

- During a general callout, if crews are not informed of a meal, the crews will be allowed time for that meal at the appropriate GSA rate.

#### U-36 FLEET PAY

- Modify the existing Fleet pay schedule increasing the top pay and the respective steps.

#### U-38 OVERHEAD JOURNEYMAN PAY

- Modify the existing pay schedule increasing the pay for all climbing classifications prior to any GWI.

#### U-39 UNDERGROUND PAY

- Modify the existing pay schedule increasing the pay for all Underground classifications prior to any GWI.

#### U-40 SUBSTATION PAY

- Modify the existing pay schedule increasing the pay for all Substation classifications prior to any GWI.

After discussion with the Company over some of their proposals the Union rejected:

2. Amend Article 13—Minimum Time Allowed if Called Outside Scheduled Hours as follows:

Any employee who is required to report for a special job which falls in its entirety outside of regular schedule, or an employee who is required to report ahead of a scheduled tour of duty for unscheduled overtime work which continues into their regular schedule, and for which they have not been notified by or before the end of their last regular or overtime tour of duty prior to the time of said unscheduled work, shall be paid a minimum of ~~three~~ **two (2)** hours pay at the applicable overtime rate in addition to any straight time which may be payable for their normal scheduled tour of duty. On jobs which fall entirely outside of regular schedule, if the work they are called to do shall be completed in less than ~~three~~ **two** hours, they shall not be required to do other work to complete ~~three~~ **two** actual hours of work. On such special jobs, time shall start when ~~men~~ **the employee** reports for work. Employees unable to complete assignment due to injury on the job shall receive the minimum of ~~three (3)~~ **two (2)** hours' pay at the applicable overtime rate.

6. Sunset the February 28, 1983, letter regarding the Rest Period Table applying to scheduled overtime in some areas.

The Union and Company discussed some of the proposals remaining and ended around lunch time. The next meeting date is set for October 25, 2022. Please continue to stay informed and engaged.