SOUTHERN CALIFORNIA EDISON

COMPANY LANGUAGE PROPOSALS
FOR AN AGREEMENT WITH

LOCAL UNION NO. 246,
UTILITY WORKERS UNION OF AMERICAN A.F.L.-CIO

January 30, 2013

The Company reserves the right to add to, modify or delete these proposals.
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*Except a presented below, all Company proposals remain as last proposed by the Company on January 28, 2013.*
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2012 SCE/UWUA, Local 246
COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 30, 2013

SCE Proposal # CX – 2 (relates to U-2)

Article # II
Article: Continuity of Service to the Public

PROPOSAL:

ARTICLE II
CONTINUITY OF SERVICE TO THE PUBLIC

[CURRENT LANGUAGE]

Date: ______________________

TENTATIVE AGREEMENT □

WITHDRAWN □

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COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 30, 2013

SCE Proposal # CX – 4
Article # IV
Article: Grievance Procedure

PROPOSAL:

Article IV
GRIEVANCE PROCEDURE

A. In the event any grievance arises concerning the interpretation or application of any of the terms of this Agreement, or any other grievance, such matters shall be adjusted according to the following procedure:

Step One
EMPLOYEE OR STEWARD — SUPERVISOR

B. Any employee or group of employees having a grievance and desiring to present the same shall first present the grievance at Step One through the filing of a Step One grievance on an agreed upon form. The grievance form shall be presented in person to the immediate supervisor by the employee or group of employees, either individually or with his or her or their steward, within twenty-eight (28) calendar days from the date of the occurrence which is the basis for the grievance. The supervisor and the person or persons presenting the grievance will discuss and attempt to adjust the matter. Every effort will be made to settle the grievance in this Step One. The supervisor will give the answer within eight (8) calendar days after the presentation of the Step One discussion, said answer shall include a Grievance Tracking Number from SONGS Labor Relations if the answer does not grant the requested remedy(ies).

Step Two
STEWARD — MANAGER OR REPRESENTATIVE

C. If it is decided to appeal the supervisor’s answer in Step One, the Steward shall make such an appeal by completing that part of the grievance form which advances the grievance to Step Two
(1) The Step Two grievance shall provide at least the following information:
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a) [CURRENT LANGUAGE]

b) [CURRENT LANGUAGE]

c) [CURRENT LANGUAGE]

d) **The Article(s) and section(s)** of this Agreement, if any, relied upon or claimed to have been violated;

(2) **In order to be timely** the grievance form with a completed Step Two section must be delivered to the supervisor of the department where the grievance originated within **eight (8) calendar days** from the date the supervisor’s answer is delivered to the steward, as provided in Step One. A copy will also be forwarded to SONGS Labor Relations. Thereafter a meeting will be promptly arranged between the employee’s manager or his or her representative, and the steward or his or her representative (Article III, Section B). The steward will be notified of the time and place of this meeting through his or her supervisor. The meeting will be held within twenty-one (21) calendar days (with the appeal sections filled out) from the date of delivery of the grievance to the manager and SONGS Labor Relations. The case will be discussed by the manager or his or her representative and the steward or his or her representative (Article III, Section B); and even though a verbal decision is given at the meeting, a written decision will be made on the original grievance form and a copy thereof will be delivered to the steward within **eight (8) calendar days** of the date of the meeting. Additionally, a copy of the Step Two written decision will be delivered to the Union Business Manager within ten (10) calendar days following the meeting.

**Step Three**

**UNION GRIEVANCE COMMITTEE — COMPANY MANAGER/DIRECTOR OR REPRESENTATIVE**

D. If a grievance is not settled satisfactorily at Step Two, the steward may refer it to the Union Grievance Review Board, whose Chairman is the Union Business Manager. Such Board will completely review said grievance, and will determine whether or not to appeal the grievance to Step Three of this grievance procedure. Should such Board decide to appeal the grievance to Step Three, the Chairman of said Board shall notify the SONGS Labor Relations Manager by delivering written notification to him by postage prepaid first class mail within thirty (30) calendar days from the date the Step Two written decision was delivered to the Union Business Manager. The postmark shall determine the date of delivery for the purpose of the thirty (30) calendar day period. Such written notification shall set forth all of the following:

(1) [CURRENT LANGUAGE]
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(2) [CURRENT LANGUAGE]

(3) The remedy or correction which it is desired that the Company make; and

(4) The Article(s) and section(s) of the Agreement relied upon or claimed to have been violated.

It is agreed that grievances which do not assert that the Agreement has been violated may not proceed past Step Two in the grievance process.

Following the Union’s notice of an appeal to Step Three, said grievance shall be taken up for adjustment at a meeting location where the grievance originated between the Union Grievance Committee, or its designee(s) and the appropriate Company manager/director, or his or her representative, and/or a representative from SONGS Labor Relations at a date, time and place mutually agreed upon, it being understood, however, that notice must be delivered to the SONGS Labor Relations Manager as hereinbefore provided at least forty-eight (48) hours prior to the date requested for such meeting. The meeting shall take place within twenty-one (21) calendar days of the Union’s appeal to Step Three, and in the event the Union Grievance Committee or its designee(s) are not able to attend said scheduled meeting the Company may provide the written decision in accordance with Section F of this Article.

E. [CURRENT LANGUAGE]

F. [CURRENT LANGUAGE]

**GENERAL PROVISIONS**

G. [CURRENT LANGUAGE]

H. Any of the periods within which any of the acts required in this Article IV are to be performed may be extended on an individual grievance by mutual written consent of the parties.

The parties agree to make every effort to achieve final disposition of a grievance within a period of six (6) months from the filing of the first step grievance.

I. An employee, other than a Steward or Officer of the Local Union, who files a grievance shall not be permitted to participate in any step of the procedure except Step One; provided, however, that if at any step in the grievance procedure either party desires to call the employee filing the grievance to testify regarding the grievance, he or she shall be
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called and questioned and excused from the discussions at the conclusion of his or her testimony before the discussion of the grievance proceeds.

1. A Steward or Alternate Steward shall not represent himself after the first step in personal grievances dealing with disciplinary action as defined in Article III.J(1).a.

J. Any grievance shall be considered finally withdrawn when:

(1) The Union does not refer the grievance to the next step as specified and in the timeframe as provided in this Article IV;

(2) The Union notifies the SONGS Labor Relations Manager in writing of its withdrawal of a grievance at any step in the grievance procedure.

K. [CURRENT LANGUAGE]

Date: ____________________

TENTATIVE AGREEMENT  [ ]

WITHDRAWN  [ ]

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2012 SCE/UWUA, Local 246
COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 28, 2013

SCE Proposal # CX – 5

Article # V
Article: Arbitration

[CONTINGENT UPON UNION’S AGREEMENT TO CX-2 AND CX-4 AS PROPOSED, OTHERWISE THIS PROPOSAL REVERTS TO PROPOSAL DATED 12-10-12]

PROPOSAL:

A.  [CURRENT LANGUAGE]

B. (1) If the written decision of the appropriate manager/director, or his or her representative, as provided for in the third step of the grievance procedure, does not satisfactorily settle a grievance involving the interpretation or application of this Agreement, the Union may demand in writing that such grievance be submitted to arbitration. This demand shall be served upon the Company by first class mail within twenty-eight (28) calendar days of the date of the delivery of such third step decision. The Union must also serve the demand within twenty-eight (28) calendar days of receiving the Company’s Step 3 decision or it shall be considered withdrawn.

C. Within seven (7) calendar days from the date of the receipt of the demand to submit an arbitrable grievance to arbitration, the parties shall confer for the purpose of selecting a mutually agreed upon arbitrator. In the event the parties are unable to confer and/or agree upon the selection of a neutral arbitrator within seven (7) calendar days from the date of the receipt of the demand for arbitration, the Company may request the Director of the Federal Mediation and Conciliation Service (“FMCS”) to submit a list to the Company and Union of seven (7) persons qualified to act as the arbitrator. Within seven (7) calendar days of receipt of said list, the Union and the Company representatives shall each have the right to strike three (3) names from it; said representatives shall determine by lot the order of elimination and thereafter each shall in that order alternately eliminate only one (1) name until one (1) name remains. The seventh or remaining named person shall thereupon be accepted by the Union and the Company as the arbitrator.

D. Within seven (7) calendar days after the completion of the selection of the arbitrator the Company Language Proposals

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Company shall inform the arbitrator of their selection and request available dates for arbitration, with copy to the Union Business Manager.

E. Upon selection, the arbitrator and the parties shall establish a hearing date and start the hearing as soon as possible. The allotted time for the hearing shall not exceed two (2) days (a day normally consisting of eight hours of hearing time), which days shall be scheduled consecutively when possible, with each party having an equal amount of time to present their case. The two (2) day limit may be extended by mutual agreement of the parties. When possible, the arbitrator shall render the decision or award in writing not later than thirty days (30) after the close of the hearing and submission of any written briefs.

The parties agree that, at least seven days prior to the scheduled hearing, their respective advocates shall meet and confer to identify all intended witnesses and exchange all intended documentary exhibits (other than those witnesses and documents intended for impeachment or subsequently determined necessary in rebuttal), identify and to the extent possible resolve any foundational objections to the admissibility of such documents, identify relevant facts without dispute and the issues for resolution, and explore any opportunity for settlement.

F. If the contention is made that the grievance is not a proper one for arbitration and does not involve the interpretation or application of the Agreement, said question of jurisdiction shall be determined by the arbitrator selected, however that arbitrator shall only hear testimony and argument on the procedural issues raised. Should the arbitrator rule that the arbitration is procedurally valid, (unless the parties mutually agree otherwise) the parties shall select a separate arbitrator, pursuant to the same process and timelines above, to hear the merits of the dispute.

G. Given the technical and complex nature of the Company’s work, should a selected arbitrator determine his or her consideration of issues involved in an arbitration would be aided by further technical information or discussions, the arbitrator may order an Executive Session including representatives from the both the Union and the Company for the purposes of discussing questions the arbitrator may have or provide clarification on a technical or complex issue. Executive Sessions may take place telephonically or as otherwise ordered by the arbitrator. A representative from each party must be present during any Executive Session.

H. The decision of the arbitrator shall be final and binding upon both parties.

I. The arbitrator shall confine its decision to the issues included in the documents submitted to the arbitrator, and the arbitrator shall be prohibited from adding to or subtracting from the terms or provisions of this Agreement anything to the contrary notwithstanding.

J. All expenses of arbitration shall be borne equally by the Company and the Union included. The expense of making a verbatim record of the proceeding and a transcription thereof shall be borne equally by parties receiving a copy of the transcript.

K. The procedure of the arbitration hearing shall be determined by the arbitrator provided, however, that the parties agree to recommend to the arbitrator that it use applicable rules of procedure such as those of the American Arbitration Association to govern the proceeding.

GENERAL PROVISIONS COVERING ARBITRATION
The Company reserves the right to add to, modify or delete these proposals.

M. [CURRENT LANGUAGE]

N. Either party may call any employee as a witness in any proceeding before the arbitrator; if the employee is on duty, the Company agrees to release him from duty so he or she may appear as a witness. If an employee witness is called by either party, the party calling him will reimburse him for the time lost.

O. Any of the periods, within which any of the acts required in this Article V are to be performed, may be extended by mutual consent of the representatives of the parties or the ruling of arbitrator.

P. Each grievance shall proceed independently and in accordance with the timelines established in Article IV and this Article V with the objective to have arbitrations heard as soon as possible. While the Union retains the right to determine which grievances to pursue to arbitration and the Company retains the right to grant or deny requested remedies through Step Three of the Grievance Process, the timing of arbitration for any grievance shall be determined in conjunction with the timeframe of the process and pursuant to the availability of the selected arbitrator to hear the particular grievance.

Date: ____________________

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COMPANY PROPOSAL

Date: January 30, 2013

SCE Proposal # CX – 8 (related to U-17)

Article # VIII
Article: Seniority

PROPOSAL:

[In addition to the changes reflected below, we propose replacing “working unit” with “bargaining unit” everywhere it exists in the current agreement.

Article VIII
SENIORITY

A. For the Purpose of this Agreement —

1. “Company Seniority” shall be deemed to accrue from the last date of hire by the Company, or any of its predecessors less any deductions in time as set forth in Article VIII, Sections A (3) and G, Article XI, Section E, and shall include all Company seniority accrued during any previous period of employment after a reemployment period of one year. Notwithstanding the above, an employee who has elected retirement shall not be eligible to have their Company Seniority reinstated or prior service credited for purposes of bids, transfers and reduction in forces. 

2. Bargaining Unit Seniority shall accrue in SONGS, SSID and PPD Chemical, and shall date from the day the employee started work in the Bargaining Unit Classification covered by this Agreement less any time lost as set forth in Article VIII, Sections A (3) and G, Article XI, Section E. Working Unit Seniority, once accrued, shall not be lost by transfer to another Division or Department of the Company, except as otherwise specifically provided in the Agreement. Working Unit Seniority accrued during any previous period of employment will be reinstated after a reemployment period of one year. Notwithstanding the above, an employee who has elected retirement shall not be eligible to have their Company Seniority reinstated or prior service credited for purposes of bids, transfers and reduction in forces. 

3. [CURRENT LANGUAGE].

4. [CURRENT LANGUAGE].

5. [CURRENT LANGUAGE].

B. It is understood and agreed that where ability and qualifications are sufficient to
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meet the standards of the job to be filled, Bargaining Unit seniority, as herein defined in Section A shall be observed in promotions and transfers. In the absence of applicable Bargaining Unit seniority, Company seniority, as herein defined in Section A (1), shall apply.

(a) Employees are presumed to be qualified for like classifications for the purpose of bids, transfers, and in the event of a reduction in forces as follows:

(i) SONGS Maintenance Helper to/from SSID Maintenance Helper
(ii) SONGS Tool Room Attendant to/from SSID Tool Room Attendant
(iii) SONGS Nuclear Chemistry Technician to but not from PPD Chemistry Technician
(iv) SONGS Warehouse Clerk to/from SSID Warehouse Clerk
(v) SONGS Nuclear Mechanical Technician to/from SSID Service Shop Service Mechanic
(vi) SONGS Nuclear Mechanical Technician to/from SSID Service Shop Machinist

(b) Notwithstanding whether an employee is presumed qualified for a like classification, in the event of a Reduction-In-Force under Section E. of this Article VIII in order to be eligible to bid, transfer or bump into a like classification the employee must also have adequate seniority and must be seeking placement in a similar or lower classification (as determined by the top step wage rate).

2. When job vacancies occur in Bargaining Unit Classifications, the Company will post notices of such vacancies on the SCE portal and bulletin boards for one (1) week. Entry level jobs will be posted for bid except those vacancies filled by the Company’s Return to Work Program. It shall be the individual employee’s responsibility to learn of the posting and to submit an electronic application online via SCE portal, or in the alternative, to submit a hardcopy indicating the employee’s desire to be considered for the job. When the job is filled, the name and seniority of the employee who is given the job will be posted online and on the bulletin boards provided for that purpose.

(a) Vacancies will be filled by transfers and new hires, if there are no qualified bidders within the Bargaining Unit.
(b) [CURRENT LANGUAGE].
(c) [CURRENT LANGUAGE].

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3. The Company may establish an apprentice program for any discipline within any Division which contains Bargaining Unit Classifications provided, however, that in establishing the program the Company shall seek input and participation from the Union and the Parties shall negotiate and mutually agree on a progression timeline. Whenever an apprentice program is established a maximum time for completion shall also be established and in the case of the program for Apprentice Nuclear Plant Equipment Operator (“ANPEO”) that maximum time shall not exceed eighteen (18) months. Notwithstanding the above, if such program shall be established, the Company shall not discriminate against any employee on the basis of the employee’s qualifications or the fact that the employee is an apprentice. If any apprentice fails to satisfactorily complete their training within the established timeframe that employee may be released from their employment with the Company without bumping rights. Notwithstanding the establishment of any apprentice classification, the Company may hire directly into higher classifications as it deems appropriate, except that for in SONGS Operations the entry point shall be the ANPEO classification.

4. Subject to the provisions of this Agreement, the Company maintains the right to establish qualifications and training requirements, including entry and other tests, for any Bargaining Unit Classification.
   (a) If an employee is concerned about the accuracy of the scoring of his or her classification entry test, the Company will re-score the test.
   (b) If an employee wishes to have a third party review the scoring of his or her test, the Union’s Business Manager and President or Vice President may, with written consent of the employee, be permitted to examine the answer sheet (when such is separate from the test booklet) and to actually verify the accuracy of the scoring of that answer sheet.
   (c) If the Union has general questions regarding the validity or other aspects of the classification entry testing program, arrangements can be made for the Business Agent and the President or Vice President to meet with one of the Company’s industrial psychologists for the purpose of discussing those questions.
   (d) If the Union has specific questions regarding specific classification entry tests which cannot be answered by means of paragraph (c) above, the Union may retain an Industrial Psychologist who is a member of the Industrial Division of the American Psychological Association to meet with a Company Industrial Psychologist to review the test and related documents under the following circumstances:
      (i) That Union’s Industrial Psychologist must sign a statement that the content of the material reviewed would remain confidential;
      (ii) That no copies would be made of the material;
      (iii) That the review would be conducted at the Company’s General Office; and
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(iv) That the test publisher agrees to such a review.

5. Maintenance journeymen and all operators, excluding Apprentice Nuclear Plant Equipment Operators (ANPEOs), transferring into apprenticeship vacancies will receive six months credit on the wage schedule for the apprentice classification. They will hold at that step for one year before becoming eligible to progress to the next wage step based on qualifications.

6. Any employee, except as covered under subsection (3) (d) (1) of this Section B, whose established working base is SONGS and who is subsequently disqualified from continuing to work at that location as a result of an inability to comply with applicable classification minimum qualifications or regulatory requirements will be given ninety (90) days to requalify or obtain another position for which he or she is qualified within the Company.

Any such employee who fails to requalify or obtain another position after ninety (90) days, will be made aware of vacancies within the Bargaining Unit, if any exist. If the employee fails to select a job for which he or she is qualified and has seniority from these vacancies, the Company will assign the employee to a vacancy for which he or she is qualified and has seniority. If there are no vacancies or the employee fails to have the qualifications and seniority to fill an existing vacancy and the employee failed to obtain another position in the ninety (90) day period, the employee will be subject to Section E of this Article.

During the ninety (90) day period, the employee may continue to work at SONGS if work is available for which he or she is presently qualified. If there is no work available at SONGS for which the employee is presently qualified, he or she may be assigned to another work location within the Bargaining Unit in accordance with the provisions of Article XIII, Sections B and C. If no such work is available the employee will be temporarily laid off until such work is available, the employee is requalified for their former position or obtains another position or the expiration of the ninety (90) day period, whichever occurs first. If temporarily laid off the Company shall continue to look for available work for the employee to perform through the duration of the ninety (90) day period.

C.

1. [CURRENT LANGUAGE].
2. [CURRENT LANGUAGE].
3. [CURRENT LANGUAGE].
4. Employees who enter any apprentice classification or any classification identified in Section C of the Article IX or the SSID Service Shop Mechanic classification, will be restricted from bidding or transferring to any classification for a period of twenty-four (24) months. The twenty-four (24) month period for the applicable classification to the Company Language Proposals
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removal date of the job posting on which the employee is bidding. This restriction does not apply in the event of a Reduction-In-Forces; or in the event of the application of Section B (8) of this Article VIII.

D. Temporary transfers with the approval of the appropriate manager/director, or his or her representative, outside of the Bargaining Unit to another department of the Company, will be allowed if eligible for one (1) year without loss of Bargaining Unit seniority, and at the expiration of this time, if for some reason it is necessary that it be extended, the accrual of Bargaining Unit seniority will continue with the approval of the parties hereto. If an employee is returned to his or her former working unit, he or she shall be assigned the classification formerly held, with accumulated seniority.

E. In the event a Reduction-In-Forces is made in a Bargaining Unit Classification, employees who would otherwise be subject to layoff may transfer into a similar or lower classification (as determined by the top step wage rate of each classification) within their Bargaining Unit Division (i.e., SONGS Operations, SONGS Maintenance, SSID, etc.) by displacing less senior employees based on Bargaining Unit Seniority, provided they are presently qualified for the position. If a displaced employee is the least senior employee in his or her Division or is otherwise displaced from his or her position as a result of Reduction-In-Forces, he or she shall be limited to one opportunity to transfer into a similar or lower classification, for which he or she is presently qualified, and displace a less senior employee, based on Company Seniority, in another Division at the same work location (i.e., SONGS, SSID or PPD Chemical). Such transfer will be in accordance with the procedure described in this Section E of Article VIII.

1. Upon making the decision that a Reduction-In-Forces in necessary the Company shall notify the Union of the number of positions within each classification impacted. Said notice shall be at least thirty (30) days prior to the effective date of the reduction unless circumstances prevent such notice and then notice shall be provided as soon as practicable. Concurrent with said notice the Company shall provide the Union a listing in all currently vacant Bargaining Unit positions and a copy of the most recent seniority list.

2. Employees projected to be impacted by the Reduction-In-Forces shall receive notice of the number of positions within their classification which will be impacted as well as a listing of all currently vacant Bargaining Unit positions and a copy of the most recent seniority list. Said notice shall be provided within the timeframe established in Section E (7-??) of this Article VIII.

3. If under this Section E an employee transfers, is reduced or bumps to a lower classification, the employee’s wage rate will be that of the step in the new classification which is closest, but does not exceed, their current rate.

4. Job vacancies existing thirty (30) or more days prior to the start of a Reduction-In-Forces will be posted for bid in accordance with Section B of this Article VIII. Applicants for a transfer who are outside the Bargaining Unit will not be considered for a vacancy in a Bargaining Unit Classification during a reduction in forces.
5. Subsequent to a reduction in forces the following procedure will be followed in filling vacancies which occur in classifications from which employees have been reduced:

(a) In the event a job vacancy occurs in a classification and in a Division from which an employee was force reduced, the vacancy will be offered to this employee. In the event more than one (1) employee meets the criteria to be offered this vacancy, the vacancy will be offered according to Company seniority beginning with the most senior employee.

(b) The vacancy will be posted for bid in accordance with Section B of this Article VIII.

6. Transfers as noted above, due to Reduction-In-Forces, shall have priority over promotion in filling job vacancies.

7. [CURRENT LANGUAGE].

8. [CURRENT LANGUAGE].

F. [CURRENT LANGUAGE].

G. [CURRENT LANGUAGE].

H. Temporary Employees may be hired into Bargaining Unit Classifications to supplement the work force for the purpose of short term absence relieve, manpower needs such as required during overhaul and outages, and projects requiring temporary manpower needs. It is not the intent of the Company to use this provision to erode the permanent work force but rather to supplement the work force on an as-needed basis.

1. Temporary employees will not be hired during a period of layoffs or temporary curtailment of work so long as there is a full-time qualified employee available to do the work who is affected by the layoff or temporary curtailment. If there are no qualified employees available, then a temporary employee may be hired into the classification of the work to be performed.

2. In the event of a Reduction-In-Forces, temporary employees will be subject to layoff due to the layoff of employees affected by the Reduction-In-Forces. If two or more employees desire to displace the same temporary employee, Company Seniority will be used in making the determination. An employee who displaces a temporary employee will remain employed for the duration of the temporary assignment.

3. Term of Employment:

(a) Temporary employees may retain the status of temporary employee for up to a maximum continuous period of eight (8) months.

(b) Any qualified temporary employee who is employed beyond eight (8) months will at his/her option be converted to a regular employee.

(c) If an employee converts (is changed from temporary to regular status) and is subsequently laid off or separated from the Company as stated in Article X of this Agreement, the employee will be able to return to a temporary employee status for a period of one (1) year.

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without a break in service) to regular employee status he/she will assume Company Seniorty back to the most recent date of hire as a temporary employee. Bargaining Unit Seniorty shall begin when he/she becomes a regular employee. Such employee will then become eligible for all accrued benefits of regular employment based on seniority including but not limited to earned vacation and sick leave. It is understood such benefits are not to be applied retroactively.

2. Temporary employees will receive the rate of pay equivalent to that of the first step wage rate of the applicable classification and will receive regular step increases pursuant to Exhibit A during the course of the then current temporary assignment.

3. Temporary employees shall begin when he/she becomes a regular employee. Such employee will then become eligible for all legally required health and welfare benefits.

4. Vacation: Temporary employees shall not be eligible to earn vacation.

5. Holidays: Temporary employees will be eligible for all paid holidays, except floating holidays, as set forth in Article X, Section L of the this Agreement.

6. Health and Welfare Benefits: Temporary employees will receive only those legally required health and welfare benefits.

7. Pension and Security Benefits: Temporary employees will receive only those legally required pension and security benefits.

8. Grievance Procedure: The grievance procedure in force between the parties will be open to temporary employees. However the discipline, discharge or layoff of any temporary employee shall not be subject to grievance or arbitration.

9. Layoffs: Layoffs will be by management selection.

10. Bid rights: Temporary employees will not be eligible to bid to vacant positions.

11. Overtime: In accordance with Article X all regular employees in classifications held by temporary employees in the Division where the job is will be afforded an opportunity to work an overtime assignment before such assignment is offered to a temporary employee assigned to that job. However, qualified temporary employees will be assigned work declined by regular employees before assigning such regular employees in accordance with Article X.

12. When temporary employees are currently working for the Company, the Company will furnish the Union with monthly listings of temporary employees working in the Bargaining Unit showing their name, classification, payroll location, date of hire and anticipated release date.
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(a) Project Regular Employees shall be subject to direct layoff at the Company’s discretion and shall have no recall rights.

(b) Project Regular Employees shall not have any bid or “bump” rights, however, in the event of a Reduction-In-Forces of full-time regular employees, Project Regular Employees shall not be impacted, nor shall they be displaced by a regular full-time employee affected by the Reduction-In-Forces. However, if after a Reduction-In-Forces, there is a current project regular vacancy an impacted regular full-time employee may fill the vacancy provided they are presently qualified. The vacancy will be offered to the senior qualified employee laid off or being laid off. The employee may accept or decline the offer without any impact to their recall rights.

(c) Individuals may be hired directly, without posting a bid, into the project regular employee category at the discretion of the Company.

3. Overtime shall be in accordance with Article X, however, the selection and distribution of overtime assignments shall be done by classification amongst the Project Regular Employees and irrespective of the assignments related to full-time regular employees in similar classifications.

4. Project Regular Employees will not be eligible for seniority rights outside of their Project Regular group except as specifically provided for under this Agreement.

J. Educational Work Experience Programs may be established by the Company and Interns who are high school students or undergraduate/post-secondary students may be hired by the Company pursuant to programs established in partnership with area high schools, school districts or institutions of higher learning to learn and perform limited bargaining unit work.

1. High School Work Experience (HSWE) Purpose. It is agreed that the primary purpose of the HSWE program is to target selected high school junior and senior students for the purpose of providing high level of skills which shall enable them to compete for opportunities in the labor market. All students will provided high school education in a supported environment.

2. Post-Secondary Intern (PSI) Purpose. It is agreed that the primary purpose of the PSI program is to provide real world work experience in an industrial environment. It is not to provide a low wage labor force for SONGS or SSID.

3. Should the Company desire to establish any such program, the Company shall provide notice to the Union and shall discuss and agree upon the scope of the program (including the number of interns and the applicable wage rate). Any such program shall be subject to the following conditions:

   a. Except as specified herein, the terms and conditions of the Agreement shall apply to HSWE and PSI interns.

   b. Project Regular Employees

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b. Within thirty (30) days of date of hire every HSWE Intern or PSI shall, as a condition of employment, become subject to the provisions of Article I, Sections A (3).

c. HSWE Interns or PSIs shall not normally work more than four (4) hours on a school day or six (6) hours on a non-school day provided there are no more than 40 hours per week worked during the school period. When working more than 40 hours per week, HSWE Interns or PSIs will be compensated with one half (1/2) time for a meal and one half (1/2) time for overtime.

d. No Bargaining Unit employee shall be displaced or lose compensable hours as a result of the Company's use of Educational Work Experience Interns.

e. HSWE Interns or PSIs will be paid for observed Company holidays for all hours normally scheduled. The student participant shall receive no floating or personal holidays.

f. HSWE Interns or PSIs will be expected to abide by the Company's safe work rules and will be provided safety equipment and clothing when required by the job.

g. HSWE Interns will not work alone and will always work under the direction of a mentor or supervisor.

h. A Joint Advisory Group (JAG) at each participating location will be comprised of one representative selected by the Union, and one representative selected by the Company. If necessary, additional representatives can be provided from both the Union and the Company to the JAG as long as the number of Union and Company representatives remains equal.

i. The JAG will oversee student progress and make suggestions to the program manager and program coordinator for changes to the program's content.

j. Union representatives serving on the JAG not on a leave of absence as defined in the Agreement will be paid for all hours attending JAG meetings and other JAG activities.

k. HSWE Interns or PSIs will be hired for a specific work location and will be provided exposure to as many different rotations as mentors are available. HSWE Interns or PSIs will be rotated through various functions appropriate for the position by the JAG.

l. HSWE Interns or PSIs will not be allowed to work overtime under any circumstance.

Date: ____________________

TENTATIVE AGREEMENT

Company Language Proposals
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WITHDRAWN

____________________
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2012 SCE/UWUA, Local 246
COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 30, 2013

SCE Proposal # CX – 9 *(related to U-5 and U-14)*

Article # IX
Article: Wages

PROPOSAL:

Article IX
WAGES

A. WAGES: Attached hereto and marked Exhibit A is a list of the job classifications covered by this Agreement and hourly rate(s) of pay which shall be effective for each job classification during the terms of this Agreement except as hereinafter provided in Article XX.

B. PREMIUMS:
   1. Those operators maintaining a valid NRC Senior Reactor Operator’s License, a valid NRC Reactor Operator’s License, Nuclear Plant Equipment Operators who have been selected for and are progressing satisfactorily towards a Reactor Operator’s License, Apprentice Nuclear Plant Equipment Operators who have successfully completed the NRC Fundamentals Exam and have completed a minimum of six (6) months within the classification, qualified Nuclear Plant Equipment Operators who are designated as non-licensed path, and eligible Journeyman as described below in IX.C. (2), will receive the following Premium for each hour calculated as a percentage of each employee’s Hourly Schedule rate of pay, as shown in Exhibit A of the Agreement:

   Senior Reactor Operator ................................... 20% *(through December 31, 2015)*
   Reactor Operator ........................................... 18.5%
   Nuclear Plant Equipment Operator (License Path) ........................................ 9%
   Apprentice Nuclear Plant Equipment Operator 9%
   Journeyman Premium ........................................ 5%
   Journeyman Advanced Premium .......................... 5%
   Nuclear Plant Equipment Operator (Non-License Path) 6%
   ...

It is understood that the Company will no longer renew Senior Reactor Operator licenses for any Bargaining Unit employees who currently hold such licenses; however any employee who currently hold such license will continue to receive the Senior Reactor Operator Premium until
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December 31, 2015 provided the employee maintains a valid Reactor Operator license.

2. Overtime pay will include these License/Journeyman Premiums at the applicable time-and-a-half or double-time rate.

3. [CURRENT LANGUAGE]

4. [CURRENT LANGUAGE]

C. OPERATIONS REQUIREMENTS AND PREMIUM:

1. Employees in SONGS Operations shall maintain applicable qualifications and progression as follows:

   (a) If an operator in any classification subsequent to qualifying for their classification and/or obtaining an NRC Operator’s license fails their annual requalifying examination, he or she will be removed from their duties and will be required to enter the requalifying program at once. Should such employee fail to be requalified, he or she will be subject to Article VIII Section B (XX).

   (b) If an Operator is unable to maintain normal progress towards qualifying for or is unable to qualify for an NRC Operator’s license to operate a San Onofre Unit, or if subsequent to qualifying and obtaining an NRC license is unable to meet or maintain the NRC license requirements he or she:

      (i) May convert, using Bargaining Unit seniority, to a non-license path Nuclear Plant Equipment Operator position provided he or she is qualified for and otherwise capable of performing in the position and there is sufficient availability for an additional non-licensed path position.

         A non-license path operator may, using Bargaining Unit seniority, elect to re-enter the license path program upon formation of the next available license path class and upon approval of a Performance Evaluation Committee (“PEC”). The PEC will be comprised of an Operations Manager, an Operations Training Manager, a Union Representative designed by the Union Business Manager and a SONGS Operations steward or alternate. The PEC will evaluate the employee’s performance, including their prior performance when previously on a license path and the time since converting to non-license path. In the event of a tie amongst the members of the PEC, the final decision shall be made by the Plant Manager. If the decision is made to allow the employee to reenter the license path, the employee will resume receiving the License Path Premium when the decision is made. An operator who has

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reentered the license path program, and who fails a second time to qualify for an NRC license, will not be eligible to re-enter the non-license path program or continue receiving any Premium without management approval. If a more senior operator qualifies for entry into the non-license path classification, and the number of operators in that classification is already at the maximum, then the least senior non-license path operator will be required to enter the next available license path class or, if the least senior non-license path operator has already failed a second time to qualify of an NRC license, shall be subject to Article VIII Section B (XX).

A license path operator, who is maintaining normal progress, may voluntarily elect with Supervisory approval, to enter the non-license path classification if the number of operators in that classification is not at the maximum. There will be a minimum of ten (10) positions at SONGS in this classification. An operator who enters this classification shall receive the Nuclear Non-License Path Premium, provided he or she maintains qualifications for that position. A non-license path Operator will receive re-qualification training equivalent to that received by license path Operators.

(ii) Shall be subject to subsection (8) of this Section B.

D. **JOURNEYMAN REQUIREMENTS AND PREMIUM:**

1. [CURRENT LANGUAGE]

2. To be eligible for the Journeyman Premium an employee must be at the top step in one of the following job classifications:

   Senior Nuclear Electrical Technician  
   Senior Nuclear Controls Technician  
   Radiation Protection Technician  
   Radiation Protection Instrument Technician  
   Nuclear Chemistry Technician  
   Nuclear Electrical Technician  
   Nuclear Mechanical Technician

3. To be eligible for the Journeyman Premium the employee must obtain and maintain a security photo identification badge (Red Badge) and have completed and demonstrate continued qualification for 100% of the Core Task Qualifications. Employees will be eligible for a four (4%) percent premium (the “Journeyman Premium”), upon completion and continued demonstration of all Specialty Task Qualifications assigned to them by the applicable Curriculum Review Committee. Employees will be eligible for an additional five (5%) percent premium (the “Journeyman Advanced Premium”) upon completion and continued demonstration of all Advanced Task Qualifications assigned to them by the applicable Curriculum Review Committee.
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4. The Core, Specialty and Advanced Task Qualifications will be specified for each classification in the applicable SONGS Training Procedures and may change based on operational needs. The selection and assignment of Specialty and Advanced tasks for each employee within the classification will reflect an effort to balance the skill sets of employees across the discipline. Management will make reasonable efforts to ensure that the training of employees in the different Specialty and Advanced tasks will not impact the equal distribution of overtime availability for employees in a given classification.

5. The Company may, from time to time, change, delete or add a new task qualification(s) to the Core, Specialty and Advanced Task Qualification list. When practicable, multiple task qualifications will be grouped as a set and established simultaneously. However, employees who are qualified to receive the premium prior to the task qualification changing, will continue to receive the premium until the employee has been offered training and scheduled for a qualification opportunity but fails to attain the task qualification(s) after at least two opportunities for the qualification(s). Employees who have never previously received either premium shall be offered training and scheduled for a qualification opportunity for all assigned Specialty Qualifications within two years of being eligible for the Journeyman Premium and if the employee has not been provided such opportunity the premium will not be paid, but will begin accruing at the end of the two year period. The premium and any accrued monies will be paid on the first pay period following the attainment of the assigned Specialty Qualifications, provided such were obtained on the first opportunity for qualification.

6. Employees who as of January 1, 2013 were eligible to receive the Journeyman Premium applicable under the prior Agreement shall receive both the Journeyman Premium and Journeyman Advanced Premium until the employee has been offered training and scheduled for a qualification opportunity but fails to attain any newly required task qualification(s) after at least two opportunities for the qualification(s). Similarly, such employees upon obtaining all required Specialty and Advanced qualifications shall receive a one-time $1,500.00 bonus provided such qualifications are obtained by December 31, 2014.

7. Eligible employees will be expected to demonstrate their knowledge of these procedures through requalification as specified in the SONGS Training Procedures, including any applicable exemptions and/or waiver procedures.

8. SSID personnel in the expansion of their wage progression who are temporarily assigned to SONGS to perform nuclear plant maintenance and repair work will be paid at the current SSID terminus for each hour worked at SONGS. Such premium shall be withheld for time spent in training.

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The Company reserves the right to add to, modify or delete these proposals.

E. CLASSIFICATION ASSIGNMENTS AND RELIEF RATES:

F. UPGRADES:

1. Leadman: Any employee working as a leadman (defined as an employee temporarily assigned to oversee two (2) or more employees on a particular job or an Operations Shift Crew Mentor) shall receive in addition to the rate of pay of his or her classification one dollar seventy-five ($1.75) per hour for such time as he or she acts as a leadman.

2. Represented Temporary Assignment/Management Upgrades (“RTA”). Any employee temporarily assigned to a non-bargaining unit position or other special assignment consisting of non-bargaining unit duties, including supervisory duties with the exception of duties involving disciplinary authority, shall receive in addition to the rate of pay of his or her classification either ten (10%) percent of the employees base wage or three dollars and fifty cents ($3.50) per hour whichever is greater for such upgrade time.

Employees in a RTA assignment may continue to perform the bargaining unit work of their regular classification while also performing the duties of the RTA assignment. Any RTA assignment with an expected duration of thirty (30) days or less may be assigned by the Company to any qualified employee. Any RTA assignment with an expected duration exceeding thirty (30) days shall be posted on bid boards for at least seven (7) days and all employees shall be permitted to volunteer with the Company selecting the employee for the assignment from amongst the volunteers. No RTA assignment shall exceed two years in duration.

3. Emergency Response Organization (ERO) Callout: A critically important facet of working at a nuclear facility is the ability to respond to emergencies in a timely fashion. At SONGS, the ERO has been established to handle such emergencies. Various departments provide the resources and man-power to cope with potential emergencies and associated drills. Emergencies and drills do not always occur during the normal working day. SONGS utilizes an automated communications system which delivers messages to ERO responders’ telephones and pagers, to ensure that proper staffing levels can be achieved should such a need arise. ERO responders will be assigned by management based on the needs of the Division. ERO responders may be assigned a pager and are expected to answer a Callout (whether by pager or phone). Represented employees that are assigned as responders will be compensated for an actual physical response to an ERO callout (drill or actual event) at the applicable rates provided for under this Agreement but shall also receive an additional ERO callout payment at the rate of one hundred fifty dollars ($150) per response. Periodic system tests that only require a telephonic response will not be compensated for. Assigned responders are required to be fit for duty (in accordance with the Company established “Fitness for Duty” policy), respond to the call, and be able to report to the site for duty within ninety minutes.

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The Company reserves the right to add to, modify or delete these proposals.

G. All employees are to be paid on an hourly basis. Pay days shall be those mutually agreed to and hereafter published by the parties. Regular deductions will be made from each pay check. In the event that pay day falls on a holiday, pay day will be the day following.

H. When additional jobs are created or present job contents are changed, the applicable wage rates shall be determined pursuant to the provisions of Article ?? Bargaining Unit Work.

I. JURY DUTY AND BEREAVEMENT:
   1. No employee who is compelled to do jury duty shall lose any pay for the regular work time which he or she is compelled to lose by reason of said jury duty. As regards jury duty, such an employee shall furnish the Company with a statement from the Jury Commissioner or other officer of the Court setting forth the days on which he or she reported for jury duty.
   2. In the event of a death in the immediate family of a regular employee, time off with pay as necessary may be allowed with the approval of supervision to make arrangements for and attend the funeral, but such paid time off shall not exceed three (3) working days or twenty-four (24) hours of pay. Employees may use accrued vacation to compensate for lost time where the three (3) working days exceeds twenty-four (24) hours of pay. Immediate family for this purpose consists of spouse, registered domestic partner, child, step-child, parent, step-parent, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, grandparents, and grandchild of an employee.
   3. Full-time employees who have completed six (6) months of service may, if required and with supervisory approval, be granted paid time off for illness or accident in the immediate family, up to two (2) days or sixteen (16) hours of pay. Immediate family is defined in subsection (2) of this section, with the exception of an employee’s grandchild.

J. [CURRENT LANGUAGE]

K. SHIFT DIFFERENTIALS:
   1. [CURRENT LANGUAGE]
   2. A premium of one dollar and fifty cents ($1.50) per hour shall be paid for work performed in the swing shift, and a premium of one dollar and seventy cents ($1.70) per hour shall be paid for work performed in the graveyard shift.
      a. For employees working twelve (12) hour shift schedules, employees on the day shift, as defined in Article X, shall not be entitled to any shift premium for any hours worked and employees on the night shift, as defined in Article X, shall receive the graveyard shift premium for all hours worked.
   3. [CURRENT LANGUAGE]
   4. [CURRENT LANGUAGE]
   5. [CURRENT LANGUAGE]
   6. [CURRENT LANGUAGE]

Date: __________________________

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TENTATIVE AGREEMENT

WITHDRAWN
2012 SCE/UWUA, Local 246
COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 30, 2012

SCE Proposal # CX – 10 (related to U-6, U-15, U-18, U-19)

Article # X
Article: Working Hours, Overtime, Holidays and Safety

PROPOSAL:

Article X
WORKING HOURS, OVERTIME, HOLIDAYS AND SAFETY

A. [CURRENT LANGUAGE]

B. Forty (40) hours shall constitute a regular work week. The workweek shall be comprised of shifts (the hours of the day) and schedules (the days of the week worked).

C. For the purpose of this Agreement all employees shall be considered either “rotating shift” employees, “fixed shift” employees or “non-shift” employees. A day shift shall be any shift that commences between 4:00 a.m. and 10:59 a.m.; a swing shift shall be any shift that commences between 11:00 a.m. and 8:29 p.m.; a graveyard shift shall be any shift which commences between 8:30 p.m. and 3:59 a.m.; and for purposes of twelve (12) hour shifts a night shift shall be any shift which commences after 11:00 a.m.

(1) Rotating shift employees shall work twelve (12) hours shifts which shall rotate both in terms of days worked and shift hours (either day or night) worked. Rotating shift employees shall work three (3) or four (4) twelve (12) hour days each workweek except weeks designated as training/relief weeks then such employees shall work up to five (5) eight (8) hour days. The specific start times and rotation shall be established by the Company. Twelve (12) hour shifts shall be comprised of up to a total of twelve and a half (12 ½) scheduled hours.

(2) Fixed shift employees shall work a designated shift (either day, swing or graveyard), though the schedule may alternate. Fixed shifts may be comprised of either twelve (12) hour, ten (10) hour or eight (8) hour days. The total number of scheduled hours in a shift may actually be longer due to unpaid meal periods, if applicable. The number of days in a workweek for fixed shift employees shall be determined by the Company.

(3) Non-shift employees shall not have any designated shifts and may work either twelve (12) hour, ten (10) hour or eight (8) hour days. The total number of scheduled hours in a shift may actually be longer due to unpaid meal periods. The
The Company reserves the right to add, modify or delete these proposals.

number of days in a workweek for non-shift employees shall be determined by the Company.

(4) The Company shall establish a position or classification as either a rotating shift, fixed shift or non-shift position or classification and may only alter the designation upon sixty (60) days’ notice. The classification, position or designation shall be transferred to the Company’s personnel records. Within a classification, vacancies in a rotating shift, fixed shift or non-shift position shall be filled by Bargaining Unit Seniority or assigned by the least senior qualified employee if sufficient bids are not received.

(5) For rotating shift employees, and other employees working graveyard or swing shifts, their meals may be eaten on Company time. For all other employees, the workday shall include one-half (1/2) hour off for an unpaid meal period. Rotating shift employees upgraded to management positions or working on the dayshift during in classroom training will be treated as non-shift employees for lunch purposes only and will eat their lunch on their own time.

D. The regular working schedules shall be made up and posted on the Company bulletin boards two (2) weeks in advance of their effective date. The posting of schedules for employees working fixed shift and non-shift, non-rotating days-off schedules will not be required. Employees regularly working a set fixed shift or non-shift may have their schedules temporality altered to meet operational needs such as planned work windows and outages provided at least two (2) weeks advanced notice is provided.

Every employee will, in his or her normal working schedule, be scheduled for two (2) regular days off each week to be scheduled consecutively, except that such regular days off for rotating shift employees transitioning from/to a training/relief week shall be scheduled consecutively when possible.

E. It is agreed that if the Company changes or modifies working schedules in a manner which the Union considers arbitrary or unnecessary, the decision of the Company shall stand, but the matter shall be submitted to the grievance procedure and if necessary, to the extent the Union contends it violates a provision of this Agreement, to arbitration, as provided for in the Agreement.

(1) [CURRENT LANGUAGE]

(2) The Company retains the right to balance shift skills by giving the normal shift change notice to accomplish this. Employees who receive a shift change will retain their original shift designation and return to that shift when skill levels on the affected shift are balanced. The time off between shift changes shall be a minimum of ten (10) hours.

(3) At SSID, the Company retains the right to temporarily change an employee’s shift due to overhaul requirements for up to seven (7) weeks. Any extension of this
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The time frame will be made upon receipt of Union concurrence. The time off between shift changes shall be a minimum of ten (10) hours.

F. The following shall be the basis for payment of a rate of time and one-half the straight time hourly rate of pay for the employee affected:

   (1) For all hours worked beyond the employee’s regularly scheduled work day or beyond forty (40) hours in a workweek;

   (2) [CURRENT LANGUAGE]

   (3) [CURRENT LANGUAGE]

   (4) Required to work more than one (1) short change in a work week. A short change is defined as transfer from one schedule of working days to another with at least (10) hours notice in advance of the starting time of the new shift wherein double time will be the basis for payment of the first shift after transfer;

   (5) The first eight (8) hours worked on a scheduled day off, except during any workweek where an employee has voluntarily not worked a regularly scheduled shift due to un-scheduled vacation or sick time;

   (6) [CURRENT LANGUAGE]

G. [CURRENT LANGUAGE]

H. [CURRENT LANGUAGE]

I. [CURRENT LANGUAGE]

J. Overtime shall be divided as equally as practicable among those employees qualified and available for work in each classification within each Division. Only overtime hours actually worked will be recorded on the overtime lists. The following guidelines shall be used in applying this section of the Agreement for all employees:

   (1) The Company shall maintain a separate electronic overtime system, or hardcopy overtime list, for each classification within each Division.

   (2) An overtime Commitment to Work (CTW) sign-up sheet or electronic system shall be established within each classification within a Division.

   (3) Employees who desire to work overtime during each two-week pay period will indicate so by signing the hardcopy CTW sign-up sheet, or updating the electronic system, published prior to the pay period.

   (4) When an employee signs the hard copy CTW sheet (or updates the electronic CTW system) they have committed to work the overtime assignment. Supervision will award the overtime to the qualified employee with the lowest overtime hours.
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that signed/updated the CTW sheet/system. If an insufficient number of employees signed/updated the CTW sheet/system; overtime will be assigned to the employee(s) with the lowest overtime hours that are available and qualified to work the overtime, even though they may not have signed/updated the CTW sheet/system.

(5) The Company will make available the CTW sign-up sheet/system one week prior to the start of each two-week pay period and it shall remain available to employees for their daily review and modification up until at least 9:00 a.m. the Thursday morning prior to the start of the applicable pay period.

(6) Employees will indicate their commitment and availability for overtime by signing the hardcopy commitment sheet, or updating the electronic system, for each day they are able to work overtime.

(7) Employees who have not initialed or updated the CTW sign-up sheet/system will be considered as having declined any overtime assignment for that day/pay period. However, employees may still be assigned overtime based on their overtime list standing if there are insufficient volunteers for the overtime.

(8) Employees may cancel their commitment to working overtime by notifying management of the change at least forty-eight (48) hours prior to a shift on which they had previously committed to work overtime.

(9) Overtime assignments will be awarded or assigned to an employee who has indicated availability on the CTW sign-up sheet/system as needed in accordance with Section 4 above with no advance.

(10) Overtime assignments awarded through this CTW process shall not be entitled to any additional premiums (callout, travel, reporting, etc.) provided for under Article X, Paragraph H. Where an overtime assignment is assigned absent the employee’s election additional premiums under Article X, Paragraph H shall be paid as applicable.

(11) Bypass work will be provided to an otherwise qualified and available employee who signed the CTW sheet, or updated the electronic CTW system; but was bypassed due to supervisor error. Bypass work must be offered, accepted and worked within thirty (30) calendar days of the bypass incident unless mutually extended by the Union and the Company. Any pre-arranged and/or scheduled overtime shall not be changed/cancelled as a result of an employee performing bypass work. The employee will notify the supervisor of the day(s) in which he/she is available to work the bypass work. The bypass work will be in the same increments and work periods as the hours bypassed, unless alternate arrangements are mutually agreed upon by the employee and the supervisor. Bypass work will be an amount equal to the number of hours the bypassed employee would have received for work time on the assignment. The number of hours worked by the employee for bypass will be credited to the employee’s total hours on the
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overtime list. Bypass work will be paid at a rate of pay equivalent to that of the overtime assignment for which the employee was bypassed.

(12) The overtime list and the overtime hours for all employees shall be reset to zero each year by the end of the second pay period in each calendar year, however, employees shall initially be placed in the same position on the reset overtime list and overtime shall be assigned accordingly until employees accumulate overtime hours.

(13) Notwithstanding these overtime guidelines, at the Company’s discretion, a supervisor may request employees who are currently working to extend beyond their scheduled shift for up to four hours of overtime without resort to the CTW sheet or the electronic CTW system. Overtime worked under this provision shall be considered job continuation overtime and though it may be assigned outside the CTW process, the hours worked shall be added to the overtime list for assigning or awarding future non-job continuation overtime.

(14) Notwithstanding these overtime guidelines, at the Company’s discretion, it may establish field or shop projects under which overtime shall be awarded and assigned only to those employees assigned to those projects. Such projects shall be managed as follows:

a. Field projects are projects at an offsite location, including a Temporary Working Base established pursuant to Article VIII, entailing the completion of specified work. Similarly, Shop projects are projects at either SSID or SONGS entailing the completion of specified work.

b. Both field and shop projects will be filled according to Bargaining Unit Seniority by employees who are qualified and available in the applicable classifications and from the shift where the assignment is required.

c. All such employees who are qualified and available will be considered eligible and available for field and shop projects, with the exception of upgrades or those employees already assigned to a field or shop project. Any employee with pre-arranged vacation days scheduled within the same time frame of a field or shop project will not be considered available for that project.

d. The Company will first ask for volunteers among those employees who are qualified and available, granting the assignment to those volunteers with the greatest Bargaining Unit Seniority. If there are insufficient volunteers, then employees will be assigned on the basis of Bargaining Unit Seniority with the qualified and available junior employees being assigned first.
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e. Employees assigned to field or shop projects work will continue on the assignment from start to finish and will be expected to work all overtime associated with the project, regardless of overtime list standing.

f. Employees assigned to field or shop projects will be allowed to volunteer to rotate out of the assignment at the end of any four (4) week cycle. No more than 50% of these employees will be rotated out during any given four week cycle.

g. Trades will not be allowed for employees assigned to field or shop projects.

h. Employees working on field or shop projects will be available for all other shop overtime provided such overtime does not interfere with the shop project, however, employees on field projects more than sixty-five (65) miles away from an employee’s established working base shall not be assigned overtime or any work other than overtime required for their field project.

(15) Employees who return to the regular duties of their job classification, after being away and unable to accept or receive overtime from within their classification, because of a temporary assignment (including training, RTA, etc.), illness, injury or leave of absence for more than thirty (30) days shall be given the option of either 1) taking the average overtime hours of their classification in their work group at the time of return or, 2) returning with the overtime hours they had before such absence.

K. During an outage of any unit, the Company may schedule and assign employees as follows:

(1) During outages the Company may assign employees to either the operating unit or the outage unit. Employees thus assigned shall generally perform work on their assigned unit for the duration of the outage as defined by the Company, however, they may also perform work on the other unit consistent with applicable regulations.

(2) Where applicable, employees will be selected for assignment to either unit by first requesting volunteers, with the most senior volunteer, by Bargaining Unit Seniority, selected first. If there are insufficient volunteers, qualified employees will be assigned by Bargaining Unit Seniority, starting with the least senior first. The number of opportunities within each unit shall be determined by the Company.

(3) When outage workloads permit, the Company may grant employees release from either planned outage overtime and/or scheduled outage shifts. The Company shall determine the number of employees who may be released from planned...
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outage shifts and/or overtime for a given period. No employee will be released unless they have specifically requested such release. In such circumstances employees’ voluntary requests for time off during an outage will be considered in the following priority order: First - all requests for release from planned overtime in excess of the employee’s normal scheduled work hours, Second - vacation, Third - unpaid time off. Vacation will be granted first to employees who requested and were denied planned vacation for the subject period and who currently have vacation hours available, then by greatest Bargaining Unit Seniority. Request for release from planned outage overtime or requests for unpaid time off will be granted first to those with the greatest number of overtime hours worked as determined by the overtime list maintained pursuant to Section J above. In the instance of a tie in any of the above determinations, time off will be granted in order of greatest Bargaining Union Seniority. All time off must be approved by supervision in advance.

L. Employees shall not be required to take equivalent time off during any regular work day to compensate for overtime worked or to be worked.

M. [CURRENT LANGUAGE] HOWEVER THE COMPANY IS CURRENTLY EVALUATING POTENTIAL NEW HOLIDAY LANGUAGE TO MEET THE PARTIES’ MUTUAL CONCERN

N. [CURRENT LANGUAGE]

O. (1) The Company shall make reasonable provisions for the safety of employees in the performance of their work. The Union shall cooperate in promoting the realization of the responsibility of the individual with regard to the prevention of accidents.

(2) [CURRENT LANGUAGE]

Date: ____________________________

TENTATIVE AGREEMENT □ _____________

WITHDRAWN □ ________________

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The Company reserves the right to add to, modify or delete these proposals.

2012 SCE/UWUA, Local 246
COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 28, 2013

SCE Proposal # CX – 11

Article # XI
Article: Leaves of Absence

PROPOSAL:

Article XI
LEAVES OF ABSENCE

A. [Current Language]
B. [Current Language]
C. [Current Language]
D. [Current Language]
E. [Current Language]
F. [Current Language]
G. Officers and representatives of the Union who are employees of the Company and employees who have been selected by the Union as its representative shall, upon application and proper cause thereof having been shown, be granted time off without pay not to exceed thirty (30) days to take care of Union business. Application for the above shall be a written request from the Business Manager of the Local Union to the Manager of Personnel and Employee Relations, provided that reasonable notice is given the Company.

(1) Officers, representatives, stewards and alternate stewards of the Union who are employees of the Company and who have been selected by the Union as its representative shall also be released for intermittent periods up to a total of fifteen (15) days per quarter to take care of Union business as follows:

a. Employees released from work under this provision shall be paid by the Company at their regular classification straight time rate for up to eight (8) hours per day.

b. Payments under this section shall be advanced as “Union Wages”, but will be considered as “Company wages paid” for the purposes of computing an
The Company reserves the right to add to, modify or delete these proposals.

employee’s base earnings for employee benefits. However, during such time, the employee shall be considered as employees of the Union for all employment purposes set forth in the Worker’s Compensation and Insurance chapters of the California Labor Code. The Union shall reimburse the Company for any such wages advanced to employees pursuant to this section, on a quarterly basis, upon receipt of an itemized statement from the Company.

c. In order to avoid disruption to the Company’s operations and avoid incurring overtime, the Union Business Manager shall provide written notice of no less than two (2) weeks to the SONGS Labor Relations Manager for any such leave of absence. In cases where less than two weeks but at least forty-eight (48) hours written notice is provided, the Company shall still release the employee unless doing so will interfere with safe operations; however, in such circumstances the Union shall also bear the added cost to the Company of replacing the employee on shift.

H. [Current Language]

Date: _____________________

TENTATIVE AGREEMENT [ ]

WITHDRAWN [ ]
2012 SCE/UWUA, Local 246
COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 30, 2013

SCE Proposal # CX – 13

Article # XIII
Article: Allowances, Board, Lodging and Transportation

PROPOSAL:

Article XIII
ALLOWANCES, BOARD, LODGING AND TRANSPORTATION

A. The Company shall reimburse and compensate employees who travel and incur expenses on Company business as follows:

1. The Company shall approve in advance any necessary travel or anticipated expenses related to Company business.

2. Employees required to use a personally owned vehicle for Company business shall be paid travel time at the employees’ normal rate for all actual time spent traveling and shall be reimbursed for all miles driven at the standard IRS mileage rate with mileage established and/or validated by using a common mileage/distance calculator. Employees are expected to take the most direct and efficient route available to minimize travel time.

3. Employees who are approved to incur incidental costs for business-related travel such as tolls, parking, etc., shall be reimbursed for all such costs.

4. Employees will be paid meal allowances and lodging expenses as provided in this Article on any day where an overnight stay is required or any day where the employee is required to work in excess of ten (10) hours on any required travel day.

B. (1) Each employee shall be assigned to an established working base. When an employee is assigned to a job away from the established working base, other than to a job for which the Company establishes a temporary working base in accordance with Section C of this Article, the following rules shall govern transportation, travel time and mileage in connection with such assignment.

(2) When an employee is assigned to a job site away from the employee’s established working base:
The Company reserves the right to add to, modify or delete these proposals.

a. [CURRENT LANGUAGE]

b. Payment of travel time and mileage

The meal expenses and flat allowances provided under this Section B (1) shall be paid in the employees’ regular bi-weekly pay check.

C. The Company has, and will retain, the right to establish and designate temporary working bases.

The Company will first ask for volunteers among those employees who are qualified and available. If there are insufficient volunteers, then employees will be assigned on the basis of Bargaining Unit Seniority commencing with the most qualified and available employee.

When an employee in Section B (1) is assigned to a temporary working base which is sixty-six (66) road miles or more from the employee’s established working base, the employee shall receive travel time and expenses as follows:

(1) Board and Lodging When the assignment requires an overnight stay, the Company will pay actual costs for reasonable lodging. The employee will receive single room lodging when it can reasonably be designated and fixed meal expenses as provided under Section D (8) of this Article XIII for the duration of the assignment. No mileage or travel time will be provided by the Company.

The Company will first ask for volunteers among those employees who are qualified and available. If there are insufficient volunteers, then employees will be assigned by Bargaining Unit Seniority commencing with the most qualified and available employee.

If there are more volunteers than positions available, the employee shall be eligible for only one meal (breakfast, lunch or dinner), as applicable, for the day.

When an employee begins the work day at the employee’s permanent base and ends the work day at a job site away from the permanent base or vice versa, the employee shall be eligible for only one meal (breakfast, lunch or dinner), as applicable, for that day.

When an employee is required to transport Company work vehicles to a job site and ends the work day at a job site away from the permanent base or vice versa, the employee shall be eligible for only one meal (breakfast, lunch or dinner), as applicable, for the day.

The time spent traveling more than thirty minutes each way between the employee’s place of lodging and the job site will be paid for by the Company.

The meals, allowances and travel time paid for an employee in Section B (1) call out shall be based and paid on the employee’s normal rate of pay and work location using the Travel Time and Mileage Chart (Exhibit C). Locations traveled to not identified on the Travel Time and Mileage Chart will be established by using a common mileage/distance calculator.

No flat allowance will be paid for that day to the employee.

No flat allowance will be paid for this Section B (1) call out assignment(s) of less than eight (8) hours applies.

The meal expense and flat allowance shall not apply to this Section B (1) call out assignments made in conjunction with planned overtime assignment(s) of less than eight (8) hours applies.

When an employee is assigned to a job site sixty-six (66) through one hundred twenty (120) road miles (Zone 2) from the employee’s established working base:

The employee shall be eligible for only one meal (breakfast, lunch or dinner) as applicable, for the day.

The meal expense and flat allowance shall be paid at the conclusion of the assignment.

Board and Lodging When the assignment requires an overnight stay, the Company will pay actual costs for reasonable lodging. The employee will receive single room lodging when it can reasonably be designated and fixed meal expenses as provided under Section D (8) of this Article XIII for the duration of the assignment. No mileage or travel time will be provided by the Company.
The Company reserves the right to add to, modify or delete these proposals.

Company between the designated place of lodging and the job site, however, the time spent traveling more than 30 minutes each way between the Company’s designated place of lodging and the job site will be paid for by the Company.

(2) The Company is a member of the Strategic Teaming And Resource Sharing (“STARS”) Nuclear Power Plants and may enter into various agreements with STARS or related entities which provide for the sharing of personnel with the purpose of ensuring energy production safety, efficiency and stability. The Company may request employees to volunteer and may assign such volunteers to assist other plants consistent with these agreements to provide outage assistance at other plants and may consider such assignments a Temporary Base Assignment, provided no such STARS Assignment shall be if it would result in the need to supplement the SONGS workforce with additional outside contractors. The provisions of this Article XIII shall apply to the travel and out of town work associated with such assignments, except to the extent that the STARS or related entities agreements provide for more generous conditions than those in this Agreement and in such instances those agreements shall prevail.

(3) Period of Temporary Base Assignment The period of temporary base assignment ends when an employee is returned on Company time by the Company to the established working base.

D. Meal Periods The following rules regarding meal periods and meal allowances apply except that no meal allowances will be paid when employees are notified (a) by the end of their work period preceding a prearranged overtime assignment or; (b) at least 8 hours prior to reporting to the job site on a callout.

(1) 

(2) 

(3) 

(4) 

(5) 

(6) 

(7) 

(8) When employees become eligible for a meal at Company expense as referred to in Section D of this Article XIII, they will be reimbursed for such meals, when purchased in a restaurant and eaten by them, with an allowance as follows: A meal which the employee eats 1) before starting work at a temporary base if not on the flat allowance, or 2) when required to work two
The Company reserves the right to add to, modify or delete these proposals.

(2) hours or more ahead of his or her regular work hours shall be considered breakfast (see Meal Allowance table) and shall be allowed; the first meal which an employee eats during a work period shall be considered lunch (see table) and shall be allowed; and meals which the employee eats after eight (8) or more continuous hours of work shall be considered dinner (see table) and shall be allowed. The maximum for three (3) regular meals per day shall be (see table).

<table>
<thead>
<tr>
<th>Meal</th>
<th>Allowance ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>10.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>15.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>20.00</td>
</tr>
</tbody>
</table>

Maximum for three (3) regular meals a day $45.00

E. Allowances

(1) The Company may require employees working in SONGS Operations job classifications to wear a set uniform of professional attire which may include specific color and style of shirt, specific color and style of pants, specific outer wear. Once established, any changes in color or style shall be mutually agreed upon. In addition, the Company, at its discretion, may provide employees in other represented job classifications with professional attire for their voluntary use.

a. Employees required to wear professional attire shall upon hire/transfer/promotion into an applicable job classification be provided ten (10) shirts if required and if a set style of pants is required the Company shall provide reimbursement (up to a Company designated limit) for seven (7) pants. Thereafter, annually, an employee may request up to ten (10) shirts and, if applicable, reimbursement for up to five (5) pants. Any employee required to wear specific attire shall receive $3.50 for each item which may only be utilized within Company-owned facilities.

b. Employees required to wear a specific color and style shirt only will be reimbursed for expenses associated with care and laundering of their professional attire. Employees required to wear both a specific shirt and specific style of pants will receive $450.00 annually. Employees required to wear both a specific shirt and specific style of pants will receive $600.00 annually.

c. Employees will maintain their professional attire in good and serviceable condition.
The Company reserves the right to add to, modify or delete these proposals.

With prior supervisory approval, the Company will provide up to $125 annually towards the purchase of one pair of safety shoes for each Bargaining Unit employee. Employees who cannot obtain proper shoes through the Company vendor may purchase their own shoes and be reimbursed up to $125 annually. At its discretion, the Company may authorize payment for replacement of shoes if necessary.

(3) Employees in the Service Shop Machinist, Service Shop Mechanic, Nuclear Mechanical Technician, Nuclear Controls Technician, Senior Nuclear Controls Technician, Nuclear Electrical Technician, and Senior Nuclear Electrical Technician classifications may purchase specific job-related tools by means of interest free, extended payroll deductions with supervisory approval after completion of at least six (6) months of Company service.

a. Tools purchased under this plan are limited to job related tools and specialty tools approved by Division Manager or his/her authorized representative(s) and purchased pursuant to the Company’s established protocols and procedure.

b. The maximum unpaid balance for all current and previous tool purchases is $2,500.00 and the maximum time allowed for repayment is thirty six (36) months.

F. A twenty-five percent (25%) discount on the domestic electric bill for regular employees served from Edison lines will be allowed in accordance with applicable tariff schedule filed with the California Public Utilities Commission.

In addition all regular SONGS employees whose residence is not served from Edison lines will receive an amount equivalent to twenty-five percent (25%) of their domestic electric bill. Eligibility for such payment will be determined on the same basis as provided for in the tariff schedule referred to above which would be applicable if the employee were served from Edison lines except for the references to territory. SONGS employees living outside the service territory will have up to one year to submit bills paid to receive the twenty-five percent (25%) discount.

Any retired employee who was receiving either electrical discount at the time of retirement shall continue to receive such discount provided they continue to live in the same community in which they were living at the time of retirement, unless such employee moves into a community currently served by Edison lines in such case they will be eligible for the Edison discount.

Date: ____________________

Company Language Proposals
January 30, 2013

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The Company reserves the right to add to, modify or delete these proposals.

TENTATIVE AGREEMENT

WITHDRAWN
The Company reserves the right to add to, modify or delete these proposals.

2012 SCE/UWUA, Local 246
COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 28, 2013

SCE Proposal # CX – 16

Article # XVI
Article: Qualifications

PROPOSAL:

Article XVI
QUALIFICATIONS

A. [CURRENT LANGUAGE]

B. [CURRENT LANGUAGE]

C. The Company and the Union acknowledge that during the negotiation which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Company and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed. Further, since, this Agreement contains all of the agreements, stipulations, and provisions agreed upon by the parties hereto, and no representative of either party has the authority to make, and neither party shall be bound by any statement, representation, agreement, stipulation or provision made prior to the execution of this Agreement or during those contract negotiations and not set forth herein. Past practices or agreements or understandings shall not be used or relied upon to vary the meaning or intent of this written agreement, nor shall any alleged past practice which is not included in this Agreement shall not be considered agreed to.

As part of the negotiation for the Agreement, the parties have conducted a comprehensive review of all previous side agreements and letters of understandings ("side agreements"). All such side agreements which the parties have agreed are to continue have been incorporated into the Agreement. The parties agree that any prior side agreements between the parties which have not been incorporated in the current Agreement are no longer of any force or effect during the term of the Agreement.
The Company reserves the right to add to, modify or delete these proposals.

D. [CURRENT LANGUAGE]

Date: ______________________

TENTATIVE AGREEMENT

____________________

WITHDRAWN

____________________
The Company reserves the right to add to, modify or delete these proposals.

2012 SCE/UFUA, Local 246
COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 28, 2013

SCE Proposal # CX – 20

[Contingent on reaching an agree on the current Exhibit A proposal and ratification prior to February 22, 2013]

Article # XX
Article: Duration, Termination and Renewal

PROPOSAL:

DURATION, TERMINATION AND RENEWAL

A. The term of this Agreement shall commence on the first day of the first pay period following its ratification by the Union, and continue until the 31st day of December, 2015, and for additional periods of one (1) year thereafter. Should either party desire to terminate this Agreement or to modify any portion of the terms hereof, it shall notify the other party in writing not less than seventy (70) days prior to the 31st day of December, 2015, or the end of any subsequent yearly period, that the party giving such notice desires either to terminate the Agreement on the 31st day of December, 2011, or at the end of any subsequent yearly period or to negotiate such amendments or changes of the terms or provisions hereof as specifically set forth in such notice. If notice of termination is given, this Agreement shall terminate on the 31st day of December, 2015, or at the end of any subsequent yearly period as herein provided.

B. If a notice is given by either party of its desire to negotiate amendments or changes in any of the terms or provisions hereof, the party receiving such notice may no later than sixty (60) days prior to the 31st day of December, 2015, or at the end of any subsequent yearly period, notify the other party in writing of its desire to terminate this Agreement or negotiate amendments or changes thereof as are specifically set forth in such notice. C. Negotiations upon the proposed amendments or changes of the terms of this Agreement, as set forth in the notice of desire to amend, shall begin not later than fifty (50) days prior to the expiration date or expiration of any subsequent yearly period, and shall continue until agreement is reached, and during said negotiations this Agreement shall remain in full force and effect, except that during such negotiations, subsequent to the expiration date or the expiration of any subsequent yearly period, either party on sixty (60) days’ notice to the other, may terminate said Agreement. Any agreement reached as a result of such negotiations with respect to any wage change shall become effective as of the anniversary termination date of this Agreement, provided such retroactivity does not exceed sixty (60) days.
IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals this [TO BE DETERMINED].

Date: ______________________

TENTATIVE AGREEMENT

WITHDRAWN

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Company Language Proposals
January 30, 2013

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The Company reserves the right to add to, modify or delete these proposals.

2012 SCE/UWUA, Local 246 COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

Date: January 28, 2013

SCE Proposal # CX – 21

Article # New Article
Article: Bargaining Unit Work

PROPOSAL:

New Article

BARGAINING UNIT WORK

A. Bargaining Unit Work. The Company recognizes the core functions of the classifications delineated in this Article as Bargaining Unit Work and recognized pursuant to Article 1 Recognition as work falling within the jurisdiction of the Union and covered by this Agreement. These customary duties shall be considered Bargaining Unit Work and the Company shall not bargain collectively with any other labor organization with respect to said bargaining unit.

B. Bargaining Unit Classifications: The following Classifications within the specified Divisions are recognized as bargaining unit work covered by this Agreement:

PPD Chemical
Laboratory Assistant
Chemical Technician

SONGS – B&FS and Payroll
Station Accounting Clerk 1
Station Accounting Clerk 2
Station Accounting Clerk 3

SONGS – Chemistry & Environmental
Assistant Nuclear Chemistry Technician
Nuclear Chemistry Technician

SONGS – Maintenance
Maintenance Helper
Tool Room Attendant
Nuclear Mechanical Technician
Nuclear Controls Technician
Senior Nuclear Controls Technician
Nuclear Electrical Technician
Senior Nuclear Electrical Technician
The Company reserves the right to add to, modify or delete these proposals.

**SONGS – Operations**
- Nuclear Control Operator
- Nuclear Plant Equipment Operator

**SONGS – Radiation Protection**
- Assistant Radiation Protection Technician 2
- Assistant Radiation Protection Technician 1
- Radiation Protection Technician
- Radiation Protection Instrument Technician

**SONGS – Site Support Services**
- Office Assistant 2
- Office Assistant 1
- Warehouse Clerk
- Material Handler
- Mail Handler
- Senior Mail Handler

**SSID**
- Supervising Station Clerk
- Maintenance Helper
- Tool Room Attendant
- Warehouse Clerk
- Service Shop Machinist
- Service Shop Mechanic
- Crane Surveyor

Except as otherwise expressly provided herein, the Company shall not remove any active Bargaining Unit Classification from the unit and shall continue to recognize the Union as the representative of the employees working in those classifications.

In order to ensure a safe and efficient plant and operations, the Company has and will retain the right and power to define job classifications; define job specifications; establish training and qualification programs; and determine the minimum qualifications necessary to maintain employment within a classification. The exercise of such right shall not be subject to any obligation to meet and confer with the Union.

**C. New Classifications:** Should the Company create a new classification within SONGS, SSID or PPD Chemical with primary duties consisting of the core functions of a current Bargaining Unit Classification or multiple Classifications, the Company shall recognize that new classification as a Bargaining Unit Classification and the terms of this Agreement shall apply to the employees in such classification, except that the wage rates shall be as determined by the Company through the conclusion of the then current term of the Agreement.

**D. Obsolete and Eliminated Classifications:** The Company shall have the right to eliminate classifications, however, the core functions of such classifications shall be considered Bargaining Company Language Proposals
January 30, 2013
The Company reserves the right to add to, modify or delete these proposals.

Unit Work and, except in the circumstance of work assigned to subcontractors, shall be assigned to bargaining unit employees. A bargaining unit employee whose classification is merged into a new or existing classification shall be placed into those classifications (provided the employee has the qualifications required for the new classifications). If a bargaining unit employee’s classification is either eliminated (i.e., not merged) or the employee does not have the qualifications required for a merged classification, the employee will be treated in accordance with Article VIII(E).

E. It is the Company’s intent to employ employees of all classifications at tasks usual to the tasks of employees at those classifications employed by other similar plants and facilities; this intent, however, shall not be construed to limit the Company from assigning, pursuant to its management rights, to others tasks that the employees have traditionally performed for the Company, whether such others are or are not employed by the Company, and this intent shall further not be construed to limit the Company from assigning to bargaining unit employees, pursuant to its management rights, tasks that the employees have not traditionally performed for the Company.

F. Work By Supervisors and Non-Bargaining Unit Members: Nothing in this Agreement shall prohibit supervisors or non-bargaining unit employees from performing work under classifications as set out in the Agreement, provided that no employee covered by the Agreement is displaced as a result thereof.

G. Subcontracting: It shall be the policy of the Company to set appropriate staffing levels so that all its usual and customary work shall be done by its regular forces. However, nothing herein contained shall restrict the Company’s right to contract out work at its discretion. This includes the ability to bring in contractors with specified expertise or equipment, contractors necessary to support outages or other major projects of the Company, those necessary to meet supplemental or temporary work demands and the contracting of functions or departments which, under the Company’s sole assessment, can more efficiently be performed by an outside contractor.

Date: ________________

TENTATIVE AGREEMENT

WITHDRAWN

__________________________
The Company reserves the right to add to, modify or delete these proposals.

2012 SCE/UWUA, Local 246
COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 30, 2013

SCE Proposal # CX – 22

Article # Exhibit A
Article: Agreement 2013-2015 Wages and Working Conditions Between the Southern California Edison Company and UWUA Local 246

PROPOSAL:

The following constitutes the wage proposal for wages covering January 1, 2013 through December 31, 2015. It also provides for a retroactive wage bonus paid for all hours worked in 2012. It contemplates an agreement expiration of December 31, 2015, however, the Company duration proposal is still under consideration.

The Company proposes the following adjustments to rates as exhibited below in the NEW proposed Exhibit A:

- **2012**
  - Employees would receive a bonus equal to 2.35% of their current straight time wage for hours worked in 2012 based on ratification timing
    - 100% of hours worked if contract is ratified by DATE TO BE DETERMINED
    - 75% of hours worked if contract is ratified by DATE TO BE DETERMINED
    - 50% of hours worked if contract is ratified by DATE TO BE DETERMINED

- **2013**
  - Increases to all bargaining unit classifications and wage steps equal to 2.35% retroactive to January 1, 2013 or 60 days prior to ratification, whichever occurs later.

- **2014**
  - Increases to all bargaining unit classifications and wage steps equal to 2.35% effective 1.01.2014

- **2015**
  - Increases to all bargaining unit classifications and wage steps equal to 2.35% effective 1.01.2015
EXHIBIT A

AGREEMENT 2013-2015 WAGES AND WORKING CONDITIONS BETWEEN THE SOUTHERN CALIFORNIA EDISON COMPANY AND UWUA LOCAL 246

<table>
<thead>
<tr>
<th>PPD Chemical</th>
<th>Effective 1/1/2013</th>
<th>Effective 1/1/2014</th>
<th>Effective 1/1/2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>9040 Laboratory Assistant (Entry-level job)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1st 6 mos.</td>
<td>$27.043</td>
<td>$27.68</td>
<td>$28.33</td>
</tr>
<tr>
<td>2nd 6 mos.</td>
<td>$28.561</td>
<td>$29.23</td>
<td>$29.92</td>
</tr>
<tr>
<td>3rd 6 mos.</td>
<td>$30.076</td>
<td>$30.78</td>
<td>$31.51</td>
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<tr>
<td>4th 6 mos.</td>
<td>$31.592</td>
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<td>$33.09</td>
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<tr>
<td>5th 6 mos.</td>
<td>$33.106</td>
<td>$33.88</td>
<td>$34.68</td>
</tr>
<tr>
<td>Thereafter</td>
<td>$34.624</td>
<td>$35.44</td>
<td>$36.27</td>
</tr>
<tr>
<td>9903 Chemical Technician</td>
<td></td>
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</tr>
<tr>
<td>1st 6 mos.</td>
<td>$35.838</td>
<td>$36.68</td>
<td>$37.54</td>
</tr>
<tr>
<td>Thereafter</td>
<td>$39.764</td>
<td>$40.70</td>
<td>$41.65</td>
</tr>
</tbody>
</table>

SONGS - B&FS & Payroll

| 9686 Station Accounting Clerk 1 |                     |                    |                    |
| 1st 6 mos.                  | $32.864            | $33.64             | $34.43             |
| 2nd 6 mos.                  | $33.657            | $34.45             | $35.26             |
| Thereafter                  | $35.524            | $36.36             | $37.21             |
| 9687 Station Accounting Clerk 2 |                     |                    |                    |
| 1st 6 mos.                  | $28.943            | $29.62             | $30.32             |
| 2nd 6 mos.                  | $29.973            | $30.68             | $31.40             |
| 3rd 6 mos.                  | $30.836            | $31.56             | $32.30             |
| 4th 6 mos.                  | $32.111            | $32.87             | $33.64             |
| Promote to Station Accounting Clerk 3 |                 |                    |                    |
| 9689 Station Accounting Clerk 3 (On 5/14/84 or later) |                     |                    |                    |
| 1st 6 mos.                  | $20.207            | $20.68             | $21.17             |
| 2nd 6 mos.                  | $21.476            | $21.98             | $22.50             |
| 3rd 6 mos.                  | $23.202            | $23.75             | $24.31             |
| 4th 6 mos.                  | $24.390            | $24.96             | $25.55             |
| 5th 6 mos.                  | $26.852            | $27.48             | $28.13             |
| Promote by test to Station Accounting Clerk 2 |                 |                    |                    |

Company Language Proposals
January 30, 2013

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The Company reserves the right to add to, modify or delete these proposals.

### SONGS - Chemistry & Environmental

<table>
<thead>
<tr>
<th>Code</th>
<th>Position</th>
<th>1st 6 mos.</th>
<th>2nd 6 mos.</th>
<th>3rd 6 mos.</th>
<th>4th 6 mos.</th>
<th>5th 6 mos.</th>
<th>Thereafter</th>
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<tbody>
<tr>
<td>9912</td>
<td>Assistant Nuclear Chemistry Technician</td>
<td>$27.043</td>
<td>$28.361</td>
<td>$30.076</td>
<td>$31.592</td>
<td>$33.106</td>
<td>$34.624</td>
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</tr>
<tr>
<td>9906</td>
<td>Nuclear Chemistry Technician</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>1st 6 mos.</td>
<td>$39.113</td>
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<td></td>
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<tr>
<td></td>
<td>Thereafter until qualified</td>
<td>$40.403</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Thereafter when fully qualified</td>
<td>$41.082</td>
<td></td>
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</tr>
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### SONGS - Maintenance

<table>
<thead>
<tr>
<th>Code</th>
<th>Position</th>
<th>1st 6 mos.</th>
<th>2nd 6 mos.</th>
<th>3rd 6 mos.</th>
<th>4th 6 mos.</th>
<th>5th 6 mos.</th>
<th>Thereafter</th>
</tr>
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<tbody>
<tr>
<td>9094</td>
<td>Tool Room Attendant (Prior to 5/14/84)</td>
<td>$27.043</td>
<td>$29.040</td>
<td>$30.223</td>
<td>$23.202</td>
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<td></td>
</tr>
<tr>
<td>9095</td>
<td>Tool Room Attendant (On 5/14/84 or later)</td>
<td>$23.202</td>
<td>$24.390</td>
<td>$26.852</td>
<td>$28.645</td>
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<td>8804</td>
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<tr>
<td>8805</td>
<td>Senior Nuclear Controls Technician</td>
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The Company reserves the right to add to, modify or delete these proposals.

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<td>8802</td>
<td>Nuclear Electrical Technician</td>
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**SONGS - Operations**

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<tbody>
<tr>
<td>8757</td>
<td>Apprentice Nuclear Plant Equipment Operator</td>
<td>$32.273</td>
<td>$33.231</td>
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Promote without bid to NPEO when qualified

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<td>8807</td>
<td>Nuclear Plant Equipment Operator</td>
<td>$37.021</td>
<td>$40.403</td>
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Promote without bid to NCO when Reactor Operator License granted by NRC

<table>
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<th>2nd 6 months</th>
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<tbody>
<tr>
<td>8721</td>
<td>Nuclear Control Operator</td>
<td>$45.084</td>
<td>$46.870</td>
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<tr>
<td>8810</td>
<td>Assistant Radiation Protection Technician 2</td>
<td>$27.043</td>
<td>$28.561</td>
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<td>$29.23</td>
<td>$30.78</td>
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Promote when qualified to Assistant Radiation Protection Technician 1

Company Language Proposals
January 30, 2013
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<th>Effective 1/1/2014</th>
<th>Effective 1/1/2015</th>
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<td>$31.592</td>
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<td>2nd 6 mos.</td>
<td>$33.106</td>
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<td>Promote by bid and test to</td>
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</tr>
<tr>
<td></td>
<td>Radiation Protection Technician</td>
<td></td>
<td></td>
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<tr>
<td>8808</td>
<td>Radiation Protection Technician</td>
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<td>$41.750</td>
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<td>8811</td>
<td>Radiation Protection Instrument Technician</td>
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<td>1st 6 mos.</td>
<td>$42.105</td>
<td>$43.09</td>
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**SONGS - Site Support Services**

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<td>9421</td>
<td>Office Assistant 2</td>
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<td>$16.995</td>
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<td>$21.926</td>
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<td>4th 6 mos.</td>
<td>$23.038</td>
<td>$23.58</td>
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<td>$25.052</td>
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<td>$27.065</td>
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<td>8812</td>
<td>Office Assistant 1</td>
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<tr>
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<td>1st 6 mos.</td>
<td>$27.687</td>
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<td>$29.100</td>
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<td>$30.511</td>
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<td>$31.921</td>
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<td>9681</td>
<td>Warehouse Clerk</td>
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<td>9683</td>
<td>Material Handler</td>
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<td>$25.627</td>
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Company Language Proposals
January 30, 2013
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**SONGS - Health Services**

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<td>9003</td>
<td>Nuclear Health Specialist 2</td>
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**SSID**

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<th>1/1/2014</th>
<th>1/1/2015</th>
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<td>Service Shop Mechanic</td>
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<td>$32.86</td>
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<td>Thereafter until qualified for a higher rate</td>
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<tr>
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<td>Next 6 months</td>
<td>$33.231</td>
<td>$34.01</td>
<td>$34.81</td>
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<td>Thereafter</td>
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<td>$36.27</td>
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<td>$39.764</td>
<td>$40.70</td>
<td>$41.65</td>
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<td>Assistant Crane Repair Surveyor 2</td>
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<td>$40.70</td>
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<td></td>
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Date: ______________________

TENTATIVE AGREEMENT

WITHDRAWN

Company Language Proposals
January 30, 2013

Page 54 of 57
The Company reserves the right to add to, modify or delete these proposals.

2012 SCE/UWUA, Local 246
COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 28, 2013

SCE Proposal # CX – 24

Article # Exhibit C
Article: One Way – Mileage Chart

PROPOSAL:

EXHIBIT C

ONE WAY – MILEAGE CHART

[DELETE]

Date: ______________________

TENTATIVE AGREEMENT [ ]

WITHDRAWN [ ]

H.

Company Language Proposals
January 30, 2013
The Company reserves the right to add to, modify or delete these proposals.

2012 SCE/UWUA, Local 246
COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS
COMPANY PROPOSAL

Date: January 28, 2013

SCE Proposal # CX – 25

Article # Appendix to the Agreement / Volume 2 of 2
Article: Appendix to the Agreement / Volume 2 of 2

PROPOSAL:

APPENDIX TO THE AGREEMENT

VOLUME 2 OF 2

[DELETE]

Date: _____________________

TENTATIVE AGREEMENT

WITHDRAWN

J.

Company Language Proposals
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CBA CLEAN UP

PROPOSAL:

The Parties agree to clean up the collective bargaining agreement in the following ways:

1. The entire Agreement shall be re-number and re-organize the articles and subsections from the current Roman numeral and alpha-numeric system to a numeric decimal system as follows:
   
   Article 1.
   1.01  
   1.01.01, etc.

2. The internal references to articles and subsections shall be updated to reflect the above and any alterations, additions, modifications or deletions agreed upon during negotiations.

3. The new Agreement shall be paginated, using Arabic numerals, starting at the non-numbered “Agreement” section and continuing sequentially through each article and exhibit.

4. The parties shall exchange and agree upon a final draft incorporating the above and every other agreement reached during negotiations prior to the final printing of the Agreement.

Date: ____________________

TENTATIVE AGREEMENT

WITHDRAWN

K.

Date: ____________________

Company Language Proposals
January 30, 2013

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