



# The Union says NO to Massive Takeaways



## COMPANY'S FINAL OFFER SIGNALS BARGAINING IS OVER AND THE GRIEVANCE AGAINST SUBCONTRACTING ACTIVATED

The Company has sent out a voluminous 31 page final offer hoping you won't read past their misleading highlights on the front page. And if you do, they are assuming you won't understand what you read. Having ratified the current Collective Bargaining agreement a little over a year ago, the company now expects your Union to wipe out contract wages and job protections for over 25% of the membership.

The Company wants to butcher our contract in exchange for extending it for 12 months. For the first time **they want to create long term temporary full time and part time jobs with no benefits to speak of, at pay rates well below those in the contract for the same type of work.** What does that say about the next contract for the rest of us?

### The Company's Final AMI Offer - And how it undermines the Contract

**Full-time work: No benefits!** - The Company's proposal to do away with the 1560 Cap (an average of 30 hours per week for a whole year) would allow the Company for the first time to create full-time jobs with no benefits. "Part-timers" could be forced to work averages of more than 40 hours per week without full time benefits.

**Do away with the 6-month restriction for special project work** – The Company proposes to actually employ people in full time jobs with no restriction on how long they stay and with little or no benefits or contract rights.

**Shift and Schedule Seniority out the window** – Company may change your shift or schedule without regard to your seniority.

**Bereavement/emergency illness pay** – whether full-time or part-time – **NONE**

**Jury Duty** – whether full-time or part-time – **NONE**

**Holiday Pay** – whether full-time or part-time – **NONE**

**AMI project workers can be forced to do any work in the system, including yours!** The Company can assign AMI workers to do work under any other Job classification in the system if they are unable to perform the AMI work due to inclement weather. This means **your job!**

**Late? Dock your pay!** For the first time the Company will dock your pay when you are late.

**Bidding** - Company wants to deny bids to at least 50% of members (whether they are regular full-time now or part-time) who bid for ETR. But if the Company promotes 50, 100 or any number to ETR-A that same number will be hired from the outside for ETR. And in exchange for allowing the Company to bypass 50% or more of those bidders, the Union must withdraw all grievances pertaining to ETR external hiring. **This is typical of the absurd behavior of Human Resources throughout this entire process.**

**PUC Mandated Training Money, Not Company Good Will** - Company says the re-training money (One Million Dollars) and the company's offer to allow qualified members to apply for jobs that are posted externally will remain, even if no agreement is reached. The company can't withdraw the Million Dollars for retraining. They have been ordered by the CPUC to spend that money on retraining only.

**"New" Proposal to allow bidding for jobs posted is a fraud** - The Company has been breaking the contract steadily by hiring from outside rather than considering more qualified candidates from inside. Now they are generous enough to say they will give us back what we

already have, but will not compensate all of those meter readers and others who have already been bypassed by people from as far away as Utah and Wyoming. If the Company is offering to stop this ongoing Contract Violation all they need to do is to settle a couple of arbitrations and the Federal Lawsuit that have been filed because of their breach of contract.

**Priority Bidding** - Company tells a half truth on this one. Without an AMI agreement, full time Meter Readers will have existing contractual bidding rights. What they don't say is that full time Meter Readers will have the same priority bidding rights under the Section 7.1 of the Contract.

**Overtime Requirements Weakened** - Company proposes to follow state and federal laws on overtime rather than the protections guaranteed in our contract.

**Undermine the Workweek** – Company proposes alternative workweek schedules. This could mean working every weekend with no premium or overtime pay.

**Sole discretion** – Company will decide with no input from you or your union what the standards are for production /quality / Customer Satisfaction / Safety / Attendance / Tardiness. If they want to get rid of the workers all they have to do is make the standards impossible to meet.

**Layoffs no longer by system-wide seniority** – In other words a junior employee can stay on the job while a more senior employee is canned.

#### **AMI Project Itself**

- A) This CBA and all future CBA's will not apply to any AMI project work. The Company can replace you with contractors for any reason.
- B) The Company does not need to hire any specific number of members on the project.
- C) There is no minimum number of hours that that Company must give you. You could be sent home at any time of the day for any reason.
- D) All AMI work is temporary and If Project goals are not met, you will be fired. Failure to immediately report accidents or near misses could result in you being fired.
- E) The Company can force full-time meter readers and meter reader techs into the AMI project whether you like it or not.
- F) Wages for this project are well below negotiated rates for this kind of work.

#### **DAP Work- Smoke and Mirrors?**

- A) DAP jobs must first be approved by the CPUC with no guarantee.
- B) DAP positions will be created at the Company's discretion.
- C) All DAP jobs are temporary.
- D) They pay less than meter reader jobs.

In other words, they don't have to fill any DAP positions and they pay less than any other job in the contract. All workers will be employees "at will" and can be fired for no reason.

**This is not an offer; this is a murder and our contract along with our rights and benefits will be in the coffin.**

The path to permanent good-paying jobs at the Gas Co. is not through temporary jobs from which you can be fired at the drop of a hat. Your Union is immediately activating the grievance to prevent any contracting out for AMI, and we will be making sure that every dime of the \$1million training money mandated by the PUC actually gets spent on affected employees - full and part-time. AMI will take 9 years for full deployment and we expect (to paraphrase the public statements of the Company) that the effects on present employees will be minimal.

**UWUA - ICWUC**