



IBEW LOCAL UNION 1245

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

P.O. Box 4790, Walnut Creek, CA 94596

(3063 Citrus Circle) • (415) 933-6060

Arb. #128

July 1, 1986

Pacific Gas and Electric Company
245 Market Street
San Francisco, CA 94106

Attention: Mr. I. W. Bonbright, Manager of Industrial Relations

Gentlemen:

Union is signing Letter Agreement No. R1-86-77-PGE with the following understandings based upon discussions between Darrel Mitchell of my staff and Mr. William Eddy of PG&E:

1. The provisions of Letter Agreement No. R1-86-77-PGE are intended to provide an orderly implementation of the decision of Arbitration Case No. 128 and does not change the substance of such decision.
2. Union reserves the right to grieve or submit to the arbitrator any dispute relative to the appropriate application of 24.5 to agency clerical employees.
3. Item 1(b) of the Letter Agreement is not to be construed to change any current application relative to the drug screening of PG&E employees.
4. Arbitrator Barbara Chvany shall retain jurisdiction over the implementation of the remedy.

Very truly yours,


Jack McNally
Business Manager

DM/fz

PACIFIC GAS AND ELECTRIC COMPANY

PGE + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

June 25, 1986

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, California 94596

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This will confirm our understanding of the agreements reached between IBEW and Company during our meeting of June 18, 1986 regarding the implementation of the Decision in the matter of Arbitration Case No. 128.

1. For agency clerical employees working in the clerical bargaining unit and who fall outside of the appropriate application of Section 24.5, Company proposes to place them on Company's payroll pursuant to Paragraph 2.(b) of the Decision provided that:

- (a) They have (as of May 27, 1986) completed six months of continuous service as outlined in Section 17.5 of the current Clerical Agreement.
- (b) They meet Company's customary pre-employment entrance criterion. This would include (1) completion of an application for employment for record purposes, (2) Clerical Test Battery and, where applicable, clerical skills tests, (3) pre-employment physical examinations, and (4) pre-employment drug screening.

2. For agency clerical employees who have met the conditions set forth above and have been placed on the Company's payroll, their rates of pay will be based upon the Clerical Hiring Rate Guidelines set forth in Attachment A, Exhibit 1, of the 1980 contract settlement (copy attached), effective January 1, 1980. Notwithstanding Item 6 of the Guidelines, they will receive credit for the time worked at Company for the purposes of wage placements.

3. All placements will be in entry-level clerical classifications as described above.

4. These employees shall be afforded prospectively all rights and benefits which attach to regular status, with the exception of pay and benefit provisions which shall apply prospectively from June 15, 1986. Service and benefits, with the exception of Title 19 of the Clerical Agreement, shall be computed based upon their date of hire as an agency employee with the Company, as defined in Section 17.3 of the Agreement.

For the purpose of Title 19 - Demotion and Layoff Procedure, the service date shall be established as May 27, 1986. Should one or more employees have identical service dates in the application of this Title, the date upon which they were hired as agency employees at the Company will be used. Should these employees be laid off for lack of work, Section 19.13 will be applied. These provisions will remain in effect until such time as the parties renegotiate Title 19 of the Agreement.

5. Agency employees placed on Company's payroll pursuant to this implementation agreement shall be considered as new employees in the work group for the purposes of such things as shift preference, work section preferences, overtime distribution, vacation and floating holiday scheduling, etc.

This Letter Agreement shall be effective upon execution by the parties and subject to the review of Arbitrator Barbara Chvany.

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

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By William J. Eddy
Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

July 1, 1986

By Jack McHenry
Business Manager

CLERICAL HIRING RATE GUIDELINES

The following hiring rate guidelines apply to clerical employees hired under the Agreement:

1.) An employee with less than 6 months of directly related clerical job experience will be hired at the starting rate of the Utility Clerk.

An employee with 6 months, but less than 12 months directly related clerical job experience, will be hired at the 6-month rate of the Utility Clerk.

An employee with 12 to 18 months directly related clerical job experience, will be hired at the one-year rate of the Utility Clerk.

An employee with 18 to 24 months directly related clerical job experience, shall be hired at the 18-month rate of the Utility Clerk.

An employee with 2 years or more directly related clerical job experience, shall be hired at the 24-month rate of the Utility Clerk.

2.) In applying Paragraph 1, credit will be given for office clerical work. "Office clerical work" does not include: (a) sales work in any type of retail establishments; (b) work as a teller in a bank or savings institution.

3.) Credit for work experience will not be given for jobs held prior to a five-year break in employment.

4.) No credit will be given for non-verifiable work experience.

5.) No credit will be given for summer or part-time work experience accrued while a student.

6.) Credit will not be given for experience accrued on a casual or intermittent basis, including work performed while employed through a temporary agency.