ADOLPH M. KOVEN, ESQ.
317 Noe Street
San Francisco, California 94114
Telephone: (415) 861-6555

IN ARBITRATION PROCEEDINGS PURSUANT TO TITLE 102 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES

In the Matter of a Controversy between LOCAL UNION 1245 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, and PACIFIC GAS AND ELECTRIC COMPANY (Involving Case No. 142)	ARBITRATOR'S OPINION AND AWARD

This Arbitration arises pursuant to Agreement between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter referred to as the "Company," and LOCAL UNION NO. 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "Union," under which ADOLPH M.KOVEN, ESQ., was selected to serve as Chairman of a Board of Arbitration which also included RON VAN DYKE and ROGER STALCUP, Union Board Members, and BOB TAYLOR and I.W. BONBRIGHT, Company Board Members, and under which the Award of the Board of Arbitration would be final and binding upon the parties.

Hearing was held on April 22, 1986 in San Francisco, California. The parties were afforded full opportunity for the examination and cross-examination of witnesses, the

introduction of relevant exhibits and for argument. Both parties filed post-hearing briefs.

APPEARANCES:

On behalf of the Union:

TOM DALZELL, ESQ.
I.B.E.W., Local No. 1245
P.O.Box 4790
Walnut Creek, California 94596

On behalf of the Company:

L.V. BROWN, ESQ.
Pacific Gas & Electric Co.
245 Market Street
San Francisco,California 94102

ISSUE

Were the work assignments to "Agency" employees, or any of them, in violation of the Parties' Physical Agreement? If so, what is the remedy as to all or any of them?

RELEVANT SECTIONS OF THE CONTRACT

Section 2.1

For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, company recognizes Union as the exclusive representative of those employees for whom the National Labor Relations Board certified Union as such representative in Case No. 20-RC-1454, but further including clerks in the office of electric department foremen and technical clerks in steam generation, and excluding system dispatchers, assistant system dispatchers and rodman-chainman.

Section 7.1
The management of the Company and its business and the direction of its working forces are vested exclusively in Company, and this includes, but is not limited to, the following: to direct and supervise the work of its employees, to hire,

promote, demote, transfer, suspend and discipline or discharge employees for just cause; to plan, direct, and control operations; to lay off employees because of lack of work or for other legitimate reasons; to introduce new or improved methods or facilities, provided, however, that all of the foregoing shall be subject to the provisions of this Agreement, arbitration or Review Committee decisions, or letters of agreement, or memorandums of understanding clarifying or interpreting this Agreement.

Background

Since June, 1982, the Company has been contracting with a corporation called Waltek to provide clerical and technical employees at the Company's Diablo Canyon plant in the General Construction Division. Some of these employees held jobs which were the equivalent of those covered by the Contract with the Union. This grievance involves the question whether the work assignments of the Waltek personnel (hereinafter called agency employees) violated the provisions of the Contract applicable to the General Construction Division.

The number of agency employees ranged from 4 in June, 1982 to 136 in April, 1985. The Company's own employees during this period ranged from 149 in June, 1982 to 277 in August, 1983. The ratio of agency employees to Company employees fluctuated; in 1985, for all but one month the number of agency employees exceeded the number of Company employees. As to the period of time that agency employees had worked for the Company, 9 were employed from 3 to 4 years, 33 from 2 to 3 years, 50 between 1 and 2 years, 25 less than one year, 7 from three to six months, and one less than 3 months as of 1986.

The agency employees generally performed work on a full

time basis, working side by side with Company employees. The Company requested the employees from Waltek either by name or by a general request, and they were interviewed and hired or rejected by Company supervisors. They performed the same work as the regular Company employees. The clerical personnel were provided with training by the Company, but the technical employees were fully trained when they became employees. All the agency employees were supervised and disciplined by Company supervisors. Their wages were determined by agreement between the Company and Waltek, and progressive step increases were usually granted, although such increases could be vetoed by Company supervisors. Vacations for agency employees were arranged with Waltek. At the time of the hearing in April, 1986, there were 184 Company employees and 136 agency employees on the payroll. Thirty-four agency employees were hired by the Company on a regular basis in the five years prior to the arbitration.

The Company testified that agency employees were required to provide support during the construction of the Diablo plant. The Company could not forecast when it would stop using agency employees, but at some point it intended to have a full complement of Company employees at the plant.

The Union relies on an arbitration decision of Arbitrator Chvany in support of its position that the Company acted improperly in the employment of agency personnel, while the Company, in opposition, relies on a prior Review Committee decision as well as the negotiations of the parties which led

to the 1983-84 contract.

The 1983 Review Committee Decision

The Review Committee decision resulted from a grievance filed in 1982 shortly after agency personnel were employed at the Diablo plant. The grievance protested employment of agency personnel on the ground that the Company's actions were "seriously curtailing promotional and rehire rights" for Union members. In the discussion before the Local Investigating Committee, the Company took the position that it was necessary to utilize agency employees, that their employment was only temporary, and that the Union was not harmed because the Company employees had not been displaced nor their recall rights affected. A Company representative stated that "it is expected the overall need for these Waltek employees is short term," and that the technical employees were to work for 6 to 12 months.

The Local Committee could not agree on the disposition of the grievance, and the matter was referred to the Review Committee. The Review Committee decided the matter in favor of the Company in 1983. This decision will be referred to as the 1983 Review Committee Decision. The Committee agreed "that there is no contractual violation," and the grievance was closed "without adjustment and without prejudice to the Union's position."

In connection with the present grievance, filed in 1985, during the Local Investigating Committee proceedings, a

Company representative admitted that the 1982 Company projection that the need for agency employees would be short term was too optimistic. Another Company representative stated that he foresaw a time, hopefully in mid-1986, when no agency employees would work at the Diablo plant. A Union representative stated that the Union had agreed to close the prior grievance without adjustment because the Union was under the impression that the use of agency employees was only for a short term, but that the use of such employees had increased by several fold over the past 2-1/2 years. The Company submitted a report to the Local Investigating Committee indicating that every Company employee who had vacated a technical or clerical position was replaced with another Company employee represented by the Union and that the number of employees in these classifications had increased since 1982.

During the negotiations for the 1983-84 contract, the Union submitted several successive proposals relating to the Company's right to contract out work as well as the terms under which contract employees could be employed. These proposals were withdrawn by the Union.

Arbitrator Chvany's Decision

The Union submitted a decision by Arbitrator Barbara Chvany, decided after the hearing in the present case. The decision relates to the Company's right to utilize contract employees under a different contract between the Company and

the Union than the one involved in the present proceeding.[1] The issue there was whether the Company violated certain prior Review Committee decisions (hereinafter called the 1963-64 Review Committee Decisions) by hiring agency employees to perform certain clerical work which was identical to work performed by regular Company employees. The 1963-64 Review Committee decisions, made more than 20 years before the grievance involved in the Chvany decision, referred to a contract which, like the contract here, contained no express restriction as to contracting out work. Nevertheless, those decisions, relying on the Union recognition clause of the contract, limited the Company's right to use agency employees to occasional use where "temporary services are required for a limited period, such as emergency situations or for a specific special function, and employed help is not available to perform the required duties." Thereafter, the contract covering the employees involved in that dispute was

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[1] Section 24.5 of the Clerical Agreement, which was involved in the Chvany case, provides:

> It is recognized that the Company has the right to have work done by outside agencies. In the exercise of such right Company will not make a contract with any company or individual for the purpose of dispensing with the services of employees who are covered by the Clerical Bargaining Agreement. The following guidelines will be observed:
>
> (a) Where temporary services are required for a limited period of time, such as an emergency situation or for a specific special function.
>
> (b) Where the regular employees at the headquarters are either not available or normal workloads prevent them from doing the work during the time of the emergency or special function situation.
>
> (c) The Union Business Representative in the area should, if possible, be informed of Company's intentions before the agency employees commence work.

amended to incorporate these standards. (See fn. 1.)

The Company also enacted Standard Practice guideline 710-1 which states the circumstances under which "temporary relief" employees may be employed for not to exceed 90 days, and the circumstances under which the 90 day period may be exceeded.[2]

Arbitrator Chvany held that, although no regular employee was laid off, the Company's utilization of agency employees over a period of years violated: (1) The 1963-64 Review Committee Decisions based on the Union recognition clause of the contract. "Where certain work is expressly recognized as falling within the jurisdiction of the bargaining unit, an implied limitation on the right of Management to subcontract may be recognized, depending on the specific facts of the case and the direct expressions of the Parties on the subject of contracting out." The opinion sets out the factual considerations in weighing the right of management to contract out work. These factors will be discussed in a later portion

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[2] Section 710-1 of the Standard Practice Guidelines provides:

> ... Temporary relief from an approved agency should be obtained for the lowest possible job level and should not exceed 90 workdays at the initial request. Temporary additional assignments filled by agency employees are limited to nonrepetitive special projects or backlog, not to exceed 90 workdays. When it appears that an agency employee will be needed for an assignment exceeding 90 workdays, the supervisor should review the work content to determine if an authorized position should be considered or if other internal reassignment of personnel is possible.

of this decision; (2) the Company violated the section of the Contract relating to contracting out work (see fn.1); and (3) the Company's conduct violated its own policy set forth in the Standard Practice.

As a remedy, the arbitrator determined that currently employed agency employees who had worked more than 90 days were to be considered bargaining unit members prospectively, that pay and benefit provisions would apply to them in the future, that any agency employee who had worked six months would attain regular status, and that the Company should pay the Union all applicable dues and fees for a stated period.

In a letter to the arbitrator following the hearing in the present case, the Union claimed that this decision "all but disposes" of the present case, and the Union seeks to re-open the record to consider the Company's compliance with the Standard Practice relied on by Arbitrator Chvany, or to require the Company to state in a letter the degree to which it had complied with the Standard Practice. The Company opposed the Union's motion on the ground that the Union must have been aware of the Standard Practice prior to the hearing in the present dispute and had not made a showing of surprise to justify re-opening the hearing for further evidence.

Discussion

Resolution of this dispute depends on general principles relating to the authority of an employer to contract out work under the jurisdiction of the Union, and whether those

principles have been modified by the agreement of the parties.

As we have seen, Arbitrator Chvany's decision had three bases: the violation of the Union recognition clause by the use of agency employees, as found in the 1963-64 Review Committee decisions, violation of the Contract involved in that dispute (a different contract than is in issue here), and violation of the Company's own Standard Practice relating to the use of temporary employees. The Company strenuously maintains that the Chvany decision is not relevant to the facts of the present case because the contract provisions under consideration there expressly restricted the circumstances under which the Company could hire temporary employees, and because the Union failed to introduce the Company's Standard Practice into evidence in the present proceeding. For purposes of this case, we will not rely on either the contractual provisions involved in the Chvany case or the Company's Standard Practice.

More important, the Company claims that Arbitrator Chvany's statements in the opinion that the Company violated the Union recognition clause by its use of agency employees, was dictum.

Whether or not this was so, the fact is that Arbitrator Chvany relied for her determination in part on the principles set forth in the 1963-64 Review Committee decisions. These decisions state that the Union recognition clause implies a limitation on the right to use agency personnel for temporary services for limited periods of time, such as emergency

situations, or for specific special functions where employed help is not available to perform the required duties. This conclusion is consistent with general arbitral authority which holds that even in the absence of a provision prohibiting subcontracting, the Union recognition clause prohibits such conduct by an employer unless done in good faith. The Company admits that this is the rule and cites authority for this proposition in its brief. (Shenango Valley Water Co., 53 LA 741.)

However, as the Company states, the parties to a collective bargaining agreement may agree to restrict or expand this implied restriction. The determinative issues are, therefore, (1) whether the Company violated the restrictions imposed by the Union recognition clause and, if so, (2) whether the Union and the Company impliedly agreed to allow the Company to exceed the implied restriction against subcontracting.

As to the first of these issues, Arbitrator Chvany in her opinion sets out the relevant factual considerations to be weighed in deciding whether the Company's actions were consistent with the Union recognition clause: (1) Whether the nature of the contracted work is continuous or intermittent, permanent or temporary, or of an emergency or routine nature; (2) whether the work is of a type normally performed by Union employees and whether employees who belong to the Union are qualified to do the work in question; (3) whether the work is performed on the employer's premises; (4) the effect, if any,

on employees in terms of layoff, termination, etc.; and (5) whether there has been a harmful effect on the Union. Similar factors have been applied in numerous arbitral decisions to assess whether the employer acted in good faith in contracting out work where the contract contains no provisions on the issue of subcontracting. (See e.g., Pacific Telephone & Telegraph Co., 78 LA 68, Uniroyal, Inc., 76 LA 1049.)

As to the first three factors, it is clear that many of the agency employees were used on a continuous basis for long periods of time, that the work they performed was of a routine nature, and that agency employees were performing the same work as Company employees who were Union members. The work was performed on Company premises. There was no showing that any Company employee was laid off or terminated as a result of the use of agency employees. However, the use of agency employees who performed the same work as that performed by Union employees for long periods of time obviously affected the Union and the bargaining unit. We agree with the Union that the assignment of agency employees reduced the job opportunities for Union employees and frustrated the application of the Contract to a substantial number of employees. The Union itself was deprived of dues and fees which it would otherwise have collected.

The Company seeks to justify the employment of agency personnel on the ground that they were necessary on a temporary basis during construction of the Diablo project, and it claims that 60 bargaining unit positions were added in 1983

during a time when the number of agency employees was declining. However, the employment of agency personnel cannot be said to be temporary on any reasonable basis. Even during the arbitration hearing in 1986, the Company could give no estimate how soon the agency personnel program would be phased out. Moreover, even though it may be true that, as the Company claimed during the Local Investigating Committee hearings in connection with the present grievance, technical and clerical Company employees who had left employment were generally replaced with other Company employees, nevertheless there can be no doubt that the scope and strength of the bargaining unit was damaged by the extensive and long-range employment of agency personnel.

In these circumstances, the conclusion must follow that the work assignments to agency employees were inconsistent with the recognition clause unless the parties agreed expressly or impliedly to allow the Company to make such assignments.

The Company argues that there was an implied agreement by the Union to permit the Company's actions based on the Union's concurrence in the 1983 Review Committee decision and the Union's conduct in making proposals regarding subcontracting in contract negotiations and withdrawing those proposals. On this issue, the Company has the burden of proof since it is claiming that the Union, by its concessions and conduct relinquished a right it has under the contract - that is, the implied right granted by the recognition clause to prevent the

Company from subcontracting out work on an unrestricted basis.

As we have seen, the 1983 Review Committee decision stated that the Committee "agrees that there is no contractual violation" and that the grievance was closed "without adjustment and without prejudice to the Union's position." The Company had stated during the Local Committee hearing preceding the 1983 Review Committee Decision, that the agency personnel would be working only a few months longer, and the Union claims that it relied on this representation in settling the grievance. But, asserts the Company, the contract provides that Local Committee determinations are not final and binding, and that they are "without prejudice to the position of either party, unless mutually agreed otherwise," whereas the Review Commmittee determinations are both final and binding. (Sec. 102.4.) Thus, since the 1983 Review Committee decision concluded that there was no contractual violation, the Union is precluded from claiming now that the contract prohibits the Company from employing agency personnel.

The meaning of the prior grievance settlement is at best unclear. The Local Investigating Committee did not make a determination on the merits of the grievance and therefore the "final and binding" limitation is inapplicable. Company representatives stated to the Union during the Local Investigating Committee hearings that the employment of agency personnel would only last a few months longer. It is not possible from an examination of the exhibits relating to the proceedings to know whether the Union agreed that there was no

contractual violation at the Review Committee level because of this representation, as it now claims. However, the Union's position that it agreed to the "no contractual violation" conclusion for this reason is buttressed by the Review Committee statement that the settlement was "without prejudice to the Union's position." Whether or not this statement was binding under the Contract,[3] it nevertheless provides an indication that the parties intended to limit the decision to its facts, which include a representation of the Company at the local level that the employment of agency personnel was to be for only a few months longer. In short, the fact that the Union agreed that no contractual violation occurred in the 1983 Review Committee decision does not provide a clear indication that the parties agreed that the Company could continue to utilize agency personnel in the manner involved in the present grievance.

In view of this conclusion, it is not necessary to consider the Union's argument that it is not precluded by the

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[3] The Company claims that the Review Committee could not validly agree that its decision was without prejudice to the Union because section 102.4 provides otherwise. But the section is not clear in this respect. The fact that Review Committee decisions are all concluded with prejudice to the losing party is at best a matter of negative implication. It is not clear from Section 102.4 whether the parties can agree at the Review Committee level that decision is without prejudice. The section provides: "The resolution of a timely grievance at any of the steps provided herein shall be final and binding on the Company, Union and the grievant. A resolution at a step below Step Five [Step Five is the Review Committee level], while final and binding, is without prejudice to the position of either party, unless mutually agreed to otherwise."

1983 Review Committee decision because the grievance involved there was different that the present grievance. Here, argues the Union, it is claiming that the agency personnel are joint employees of the Company and the agency, whereas in the 1982 grievance the complaint was that the Company had improperly contracted out work to agency personnel.

The Company next contends that the withdrawal by the Union of its proposals for restricting the Company's right to subcontract work during the 1983-84 Contract negotiations provides further evidence that the parties had agreed to allow the Company to utilize agency personnel. Thus, claims the Company, the Union is attempting to secure by arbitration what it could not achieve by negotiation. The Union, on the other hand, views these proposals affirmatively as affording the Company a limited right to contract out work.

The issue is, then, whether the Union's withdrawal of these proposals amounts to an implied agreement that the restrictions on contracting out work which emanated from the Recognition Clause did not apply to the Company. The making and withdrawal of the proposals by the Union occurred about the time the prior grievance, which resulted in the 1983 Review Committee Decision, was being processed. As we have seen, the Company represented before the Local Investigating Committee discussing the prior grievance that the use of agency employees was short-term. It may be, therefore, that the Union withdrew these proposals not because it agreed to the Company's contracting-out practices, but because it felt a

specific provision on contracting out work was not required, since the Company had represented that the agency employees would only be used on a short-term basis. This is not the only inference that can be drawn from the fact that the Union withdrew the proposals, and it is possible that, as the Company claims, the Union's conduct was based, instead, on its acquiescence in the Company's contracting-out practices. However, since the Company is claiming that by withdrawing the proposals the Union was agreeing to concede a right it had under the Contract, the Company has the laboring oar in this regard. Because the implications from the Union's withdrawal of its contracting-out proposals is not clear, it is conlcuded that the Company failed to meet its burden in this regard.

Thus, for the reasons set forth above, the evidence is insufficient to justify a conclusion that the parties agreed to allow the Company to utilize agency employees without regard to the restrictions on contracting out work implied from the recognition clause of the contract.

On the question of remedy, the parties should be afforded an opportunity to work out an arrangement which would be satisfactory to both of them. In doing so, they may refer to the remedy granted in the Chvany decision as a framework, making any deletions or additions to the remedy granted in that case as would be appropriate to the circumstances of the present case. The arbitrator retains jurisdiction in the event the parties cannot reach agreement on the remedy.

AWARD

The work assignments to "Agency" employees were in violation of the Parties' Physical Agreement. The parties are directed to attempt to determine an appropriate remedy. The Arbitrator retains jurisdiction in the event they are unable to reach agreement as to the remedy for the Company's violation of the Contract.

DATED: 12-16-86

ADOLPH M. KOVEN, Chairman,
Board of Arbitration

Concur:

Ron Van Dyke — Dated: 12/22/86
RON VAN DYKE, Union Board Member

Roger Stalcup — Dated: 12/22/86
ROGER STALCUP, Union Board Member

Dated:
BOB TAYLOR, Company Board Member

Dated:
I.W. BONBRIGHT, Company Board Member

Dissent:

Dated:
RON VAN DYKE, Union Board Member

Dated:
ROGER STALCUP, Union Board Member

Dated: 12-22-86
BOB TAYLOR, Company Board Member

I.W. Bonbright — Dated: 12/22/86
I.W. BONBRIGHT, Company Board Member

JACK McNALLY, Business Manager HOWARD STIEFER, President

R2-87-36-PGE

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

June 3, 1987

Pacific Gas & Electric Company
Industrial Relations Department
245 Market Street, Room 444
San Francisco, CA 94106

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

Gentlemen:

The following is Union's proposal regarding the implementation of the Decision in the matter of Arbitration Case No. 142:

The use of temporary agency employees shall be limited to less than 90 workdays for clerical work and 110 workdays for IBEW technical classifications unless the parties agree to an extension of such services by a local written agreement.

Those current agency employees at Diablo Canyon Power Plant performing work normally assigned to General Construction clerical or IBEW technical classifications, including those who are performing routine clerical functions in Quality Control, who have been so employed for 90 or more workdays as of the execution date of this agreement or those current agency employees at the Diablo Canyon Power Plant who were first employed to perform work normally assigned to General Construction clerical, technical or other classifications who are now assigned outside General Construction and still performing bargaining-unit work, who have been so employed for 90 or more workdays as of the execution date of this agreement, shall be placed on PGandE's payroll upon successful completion of Item 1 and applicable sections of Item 2 below, as Routine Clerical Assistants, Clerical Assistant, Engineering Aids, Electrical Technicians, Communication Technicians, Instrument Technicians, Apprentice Technicians or Telephone Installers or other appropriate classifications which most closely fit their current assignment. Those agency employees with 90 or more workdays but less than six month's continuous service shall be casual or probationary as appropriate. Those current agency employees who have completed six months of continuous service as defined in Subsection 106.5(b) of the Physical Agreement shall have regular status and shall be afforded all rights and benefits which attach to regular status.

Should any of these employees submit bids for jobs outside of General Construction, their consideration shall be subject to the provisions of Section 205.11 (18.11) or 205.14 (18.13).

The following provisions shall apply to the employees covered by this agreement.

1. Prior to placing any of the affected agency employees on PGandE's payroll, Company's customary pre-employment criteria must be successfully met. This would include all items under No. 1 and appropriate items under No.2:

   (a) Completion of an application for employment.
   (b) Pre-employment physical examinations.
   (c) Pre-employment drug screening.

2. (d) Clerical test battery (passing score = 159 points for the implementation of this agreement only) with the assumption the person's job performance in satisfactory. Denial of conversion from agency status to employee status on the basis of unsatisfac tory job performance shall be subject to review in the grievance procedure.
   (e) Physical test battery.
   (f) Appropriate qualifying test as established in other agreements between the parties for employees entering technical classifications.

3. Prior to placing any of the affected agency employees on PGandE's payroll in the classification of Electrical Technician, Communication Technician, Instrument Technician or other appropriate technical classification, Company shall offer such placement to any current General Construction employee who is qualified for and interested in such placement, pursuant to the provisions of Section 305.5 of the Physical Agreement.

4. Service and status as defined in Section 106.3 and Subsection 106.5(b) shall be computed based upon the latest date of hire as an agency employee except that for the purposes of Title 206 or 306, in which case, the service date shall be December 22, 1986. Should more than one of those employees be affected by the application of Title 206 and 306, the date upon which each person was last hired as an agency employee at the Company will be used to determine service as between such former agency employees. These provisions will remain in effect until such time as the parties renegotiate Title 206 and 306 of the Agreement.

5. Wages and benefits shall apply prospectively from July 1, 1987. The wage rates and eligibility for benefits shall be determined by giving credit for time worked since the latest date the employee came to work for PGandE through an agency.

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

7. Those current PGandE employees who were hired between April 15, 1985 and the execution date of this agreement from a temporary agency, after having worked 90 workdays or more as an agency employee, shall be granted Service dates retroactive to the latest date of hire as an agency employee except for the purposes of Titles 206/306 their service date shall be the date of hire at PGandE.

8. Company will pay to Union, dues for each of the agency employees who are converted to PGandE employees from 30 days after starting work at PGandE through an agency or from April 15, 1985, whichever is more recent, until the execution date of this agreement.

9. Company will pay to Union, dues for any agency employees whose services have been terminated but who worked for a period in excess of 6 months between April 15, 1985 and the execution date of this agreement. Company shall not pay dues for the first 30–day period for any of the aforementioned.

10. In no event shall Company pay Union dues for an agency employee during any period when such agency employee was assigned to work not normally performed by employees in the physical or clerical bargaining unit.

11. Company shall provide to Union a complete accounting of dues paid to Union pursuant to items 8 and 9 above, including name, social security number, period covered, and whether such dues are paid pursuant to Item 8 or Item 9.

12. A Clerical Assistant classification may be used on the Diablo Canyon, Helms, and Geyser projects and on any future projects agreed to in writing by Company and Union.

    A Routine Field Clerk or Field Clerk may displace a Clerical Assistant who has the least Company service before being subject to layoff under the provisions of Title 306 of the Agreement and retain their classification and wage rate.

    A Routine Clerical Assistant or Clerical Assistant shall be considered for transfer as a Routine Clerical Assistant or Clerical Assistant to another project. A Clerical Assistant shall be considered for promotion under the provisions of Section 305.5 for promotion to Routing Field Clerk on the basis of service once such Clerical Assistant has submitted a written request to the appropriate General Construction Manager.

13. Union agrees to settle the following grievance by withdrawing the grievance without prejudice to its position as part of this implementation agreement:

    General Construction Grievance No. 03–1620–86–128, Pre–Review Committee File No. 1194.

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 the Union.

Yours very truly,

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

June 3, 1987

By _____
Business Manager

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

PACIFIC GAS AND ELECTRIC COMPANY

June 4, 1987

By _____
Manager of Industrial Relations