

To: Lorna S Cruz@HrdStf@SvrReg  
Cc: BxMu@Ir@HR  
Bcc:  
From: DMS3@Ir@HR  
Subject: Forfeiture Provision 18.7 and 205.6  
Date: Thursday, January 27, 1994 16:45:51 PST  
Attach:  
Certify: N  
Forwarded by:

TO: ALL PG&E STAFF  
FROM: DOROTHY FORTIER  
DATE: FEBRUARY 2, 1994

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MEMO TO: CENTRALIZED JOB BIDDING TEAM

cc: Dorothy Fortier, IBEW

This is to clarify the understanding we have with the IBEW concerning the administration of this procedure where a prebid code represents several shifts at a headquarters.

If an employee turns down a job offer where there is more than one shift he/she will not be subjected to the forfeiture provisions of the agreement.

I understand that there are locations in the system where a log is kept and once an employee turns down each of the shifts that are available the cancellation form is processed. This procedure has never been discussed with the IBEW and we would not consider it an appropriate process since an employee could turn down a series of shifts over a period of time that would span the six month penalty, e.g.,

There are 3 shifts at a location and an employee turns down first shift in August, the third shift in November, and the second shift in April. If you impose the forfeiture provision on the employee in April, the clock for the six months starts ticking EIGHT MONTHS AFTER the employee turned down the first shift! Had the penalty been imposed on the employee for the first shift at the time of turn down, he/she would now be eligible to be considered for it.

The above example is the reason why we determined that where there are locations with more than one shift the forfeiture provision will not be enforced.

Please communicate this to the CJBT and assure that employees are not being penalized inappropriately.

Doris

cc: Library  
(18.7)