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L.a. 8-15-58

# PACIFIC GAS AND ELECTRIC COMPANY

**RECEIVED**

AUG 18 1958

LOCAL 1245, I.B.E.W.

245 Market Street  
San Francisco 6  
SUtter 1-4211

In reply please refer to

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	MAW	
	ECB	
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August 15, 1958

Mr. Ronald T. Weakley, Business Manager  
Local 1245, I.B.E.W., AFL-CIO  
1918 Grove Street  
Oakland 12, California

Dear Mr. Weakley:

Enclosed is an executed copy of our "Labor Agreement Interpretation" concerning the application of Physical Agreement Titles 205 and 206, and Clerical Agreement Titles 18 and 19 dealing with the subject of regular employees placed in temporary jobs.

Yours very truly,

R. J. TILSON

Director of Industrial Relations.

RJT:MMC  
Encl.

*Another one of these for that special file which is to be set up.*

*R.M.*

## LABOR AGREEMENT INTERPRETATION

SUBJECT: Regular Employees Placed in Temporary Jobs.

Physical Agreement: Title 205 - Job Bidding and Promotion  
Title 206 - Demotion and Layoff Procedure

Clerical Agreement: Title 18 - Promotion and Transfer  
Title 19 - Displacement, Demotion and Layoff.

On occasions vacancies in temporary jobs are filled by placing on the payroll employees who have attained regular status, but who for some reason have no regular definite job classification. An example of this is the rehiring of a regular employee on a temporary job within one year of the date he was laid off. Questions arise concerning the employee's rights with respect to job bidding and demotion and layoff.

### Physical Agreement

#### Job Bidding

Under Section 205.7 such regular employees holding temporary jobs may have their bids considered, provided that first consideration is given to the bids of all other regular employees who are employed in jobs which have been regularly and definitely established. In the event that none of the latter employees is awarded the job on which bids were submitted, the preferential sequence for considering bids of regular employees in temporary jobs shall be the same as outlined in Title 205.

Under Section 206.9 such employees demoted or transferred because of lack of work under the provisions of Title 206 may return to their former status on an accelerated basis if a vacancy occurs during the period in which they hold a temporary job.

#### Demotion and Layoff

In applying the provisions of Title 206, such regular employees who fill temporary jobs shall be considered as being employed in the beginner's classification, if any, in the line of progression of the temporary job which they hold. In such beginner's classification they shall be subject to layoff at any time. They may, however, at the time of such layoff and according to the provisions of Title 206, displace other employees hired by Company during the period of their temporary employment. If such a displacement is in a regularly authorized job, they shall then assume the status of other employees who are holding jobs which have been regularly and definitely established.

To meet the requirements of Section 206.11 regarding notice of

layoff for lack of work, such regular employees placed in temporary jobs shall be notified of the temporary nature of their work and the probability of layoff at the job's conclusion.

### Clerical Agreement

#### Promotion and Transfer

Under Section 18.8 such regular employees holding temporary jobs shall be considered for promotion and transfer, provided that first consideration shall be given to all other regular employees who are employed in jobs which have been regularly and definitely established. In the event none of the latter employees is appointed to fill an existing vacancy, preferential consideration in accordance with provisions of Title 18 shall then be given to regular employees who occupy temporary jobs.

Under Section 19.7 such employees who have been demoted because of lack of work may be given preferential consideration to enable them to return to a vacancy in their former classification, provided that such a vacancy occurs during the period in which they hold a temporary job.

#### Displacement, Demotion and Layoff

In applying the provisions of Title 19, regular employees filling temporary jobs shall be considered as being regularly employed in the beginner's classification, if any, in the normal line of progression of the temporary job which they hold. In such beginner's classification they shall be subject to layoff at any time. They may, however, at the time of layoff and according to the provisions of Title 19, displace other employees hired by Company during the period of their temporary employment. If such displacement is in a regularly authorized job, such employees shall then assume the status of other employees who are holding jobs which have been regularly and definitely established.

To meet the requirements of Section 19.9 regarding notice of layoff for lack of work, such regular employees placed in temporary jobs shall be notified of the temporary nature of their work and the probability of layoff at the job's conclusion.

For Union:

Ronald T. Weekly  
Its Business Manager

For Company:

D. J. Tulson  
Its Director of Industrial Relations

August 14, 1958

## LABOR AGREEMENT INTERPRETATION

Title 205 - Job Bidding and Promotion - Physical Agreement  
Title 206 - Demotion and Layoff Procedure - Physical Agreement  
Title 18 - Promotion and Transfer - Clerical Agreement  
Title 19 - Displacement, Demotion and Layoff - Clerical Agreement

### Promotion and Transfer

Section 205.6 of the physical agreement states that "Any employee of Company may submit ... a bid on any job posted as vacant ..."

Section 205.7 outlines the sequence in which bids on any job shall be given preferential consideration.

Section 18.7 of the clerical agreement states that before certain regular employees will be considered for a promotion or transfer to a clerical vacancy they "must theretofore have made a transfer application for the classification which is vacant ..." It further states that such "requirement shall apply to all employees of Company who desire to effect a transfer or promotion to a vacancy in said (clerical) bargaining unit."

Section 18.8 of the clerical agreement states that Company, in filling a vacancy "shall give preferential consideration ... to any regular employee ... including those outside said (clerical) bargaining unit, provided that any such employee qualifies for consideration under Section 18.7."

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To expand the opportunities for employees to cross bargaining unit lines by promotion and transfer, it is understood and agreed between Company and Union that the labor agreement sections referred to above shall be construed to apply to all regular employees of the Company represented by Union. Employees who desire to be considered for promotions and transfers as outlined in this interpretation are to observe the job bidding and promotion and transfer requirements of the appropriate labor agreement governing the filling of the vacancy. Job awards will be made pursuant to the applicable provisions of the agreement involved. Unless otherwise expressly provided by negotiations, employees exercising rights under this interpretation shall have their job bids and transfer applications considered only under Section 205.7(f) of the physical agreement and Section 18.8(e) of the clerical agreement.

It is further understood, however, that the transfer of employees may be arranged to traverse bargaining unit lines in the application of Section 205.17 of the physical agreement and Sections 18.15 and 19.14 of the clerical agreement.

### Demotion and Displacement

With respect to Title 206 and Title 19 which relate to the demotion and layoff procedures of the respective agreements, it is understood that the

provisions of such Titles shall not be applied to enable employees to cross bargaining unit lines except as specifically provided for therein, or in other cases where normal lines of progression and regression from one of such units to the other have been expressly negotiated and adopted by Company and Union, including the following provision:

An employee who has transferred from the physical bargaining unit to the clerical bargaining unit under the provisions of this interpretation and who is thereafter displaced under the provisions of Title 19 of the clerical agreement, may, if he is unable to exercise the elections provided for in Section 19.4 of such agreement, elect to return to a beginner's classification in the physical unit in the line of progression in which he last worked for at least six months and he may displace that employee in such beginner's classification who has the least Company seniority, provided it is not greater than his own.

For Union:

Ronald T. Weakley  
Its Business Manager

For Company:

J. J. Wilson  
Its Director of Industrial Relations

August 1  
~~June 1~~, 1958