## PACIFIC GAS AND ELECTRIC COMPANY

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

February 10, 1987

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 letter cancels and supersedes Letter Agreement 84-57, signed July 3, 1984, concerning the rights of regular employees filling temporary or temporary additional jobs.

Situations arise where temporary or temporary additional positions are filled by employees having regular status. Such situations could occur by the rehire into a temporary classification of a regular employee who has been laid off for lack of work for less than one year or by the hire or rehire into a temporary classification of an individual who upon completion of six months' continuous service gains regular status as outlined in Subsections 106.5(a)(3)and 17.5(3) of the Physical and Clerical Agreements.

A regular employee, who is in a classification at a given headquarters and who was placed in that position without reference to Titles 18 or 19 of the Clerical Agreement or Titles 205 or 206 of the Physical Agreement, shall be entitled to all applicable provisions of those same Titles, except for:

- 1. Such employee shall not have a transfer or bid considered to his/her same classification, department and headquarters;
- Such employee shall not have Title 206 or 19 rights to his/her same classification, department and headquarters if such employee is displaced or demoted from such classification.

The parties further agree to the following:

- 1. It is not the intent of the parties that the provisions of Titles 18 or 19 and 205 or 206 be circumvented when an employee is placed into a position without reference to those Titles.
- 2. A regular employee in an authorized position will not be placed in a temporary or temporary additional position for the sole purpose of relocation.

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3. It is the intent of the parties that employees returning from compensation payroll, rehabilitation, and/or Long-Term Disability who have been placed into positions on a trial basis for the purposes of training and/or determining the suitability of the employee to do the work, do not have Title 206 (except Subsection 206.9(a)) of the Physical Agreement and Title 19 (except Subsection 19.9(a)) of the Clerical Agreement rights for the duration of such temporary trial assignments. If at the conclusion of the trial period it is determined that such employee is not suited to the work, the employee shall be returned to compensation payroll, rehabilitation and/or LTD as appropriate.

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 Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By Manager of Industrial Relations

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

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

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By Business Manager