



# LETTER AGREEMENT

No. R1-92-129-PGE



Pacific Gas and Electric Company  
Industrial Relations Department  
201 Mission Street, 1513A  
San Francisco, California 94105  
[415] 973-3420

International Brotherhood of  
Electrical Workers, AFL-CIO  
Local Union 1245, IBEW  
P.O. Box 4790  
Walnut Creek, California 94596  
[415] 933-6060

Ronald L. Bailey, Manager or  
David J. Bergman, Director and Chief Negotiator

Jack McNally, Business Manager

October 1, 1992

Pacific Gas and Electric Co.  
201 Mission Street, Room 1513A  
San Francisco, CA 94105

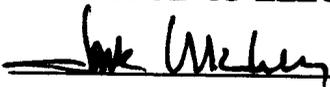
**Attention: Mr. David J. Bergman  
Director & Chief Negotiator of Industrial Relations**

Gentlemen:

Attached is a revised update of Clarification of Title 19 - Demotion and Layoff Procedure of the Clerical Agreement. The revisions reflect changes made as a result of discussions with Doris Spingola of your office.

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.

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

By:   
Jack McNally  
Business Manager

The Company is in accord with the foregoing and agrees thereto.

PACIFIC GAS AND ELECTRIC COMPANY

10-7-, 1992

By:   
David J. Bergman  
Director of Industrial Relations

DF:lm

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**CLARIFICATION OF TITLE 19**  
**DEMOTION AND LAYOFF PROCEDURE**

**I. SECTION 19.1 - GENERAL RULES**

- A. *Exhibit I, which is an Addendum to Title 19 is located on page 167 of the Clerical Agreement. If applicable, the provisions of Exhibit I must be exhausted prior to the utilization of the provisions of Title 19.*
- B. *Subsection 19.1(h) provides that no regular full-time employee will be displaced, demoted or laid off due to the usage of part-time employees. Further, at a headquarters where Title 19 is to be implemented, all part-time employees shall be affected prior to regular full-time employees.*
- C. **Title 19 applies to regular employees only. Probationary employees are not covered under this Title but can be impacted by this Title. (See Subsection 18.2(a)).**
- D. **Part-time, intermittent, and full-time employees will be treated as separate groups for purposes of Title 19, i.e., part-time employees may only displace other part-time employees, intermittent employees may only displace intermittent employees, full-time employees may only displace full-time employees. (See LA 85-110).**
- E. **Subsection 19.1(a) provides that employees have preferential transfer and bid rights pursuant to Sections 18.5(a) and 18.8(a) upon notice of impending demotion or displacement. The timeliness provisions of Sections 18.4(d) and 18.5(c) do not apply for the purpose of granting consideration under the provisions of Sections 18.5(a) or 18.8(a).**

**EXAMPLE #1**

A Sr. Operating Clerk I, who has been given notice, would have accelerated rights to any vacancy in a Sr. Operating Clerk I, Operating Clerk or Utility Clerk-Operating classification in the system. In order to exercise these rights, the employee must submit transfers or prebids and check the appropriate box. *Such employee's prebid or transfer would be given consideration for the vacancy even though it may have been submitted less than eight (8) days prior.*

- F. **Subsection 19.1(b) provides that service is as defined in Section 17.3 of the Labor Agreement, unless otherwise defined by Letter of Agreement, Review Committee Decision or Arbitration Award. Refer to "Coin-Toss" Section of Title 18 in case of tie in service.**
- G. ***The Supplement to Title 19 - Demotion Units, 1 through 12, found on pages 180-187 of the Clerical Agreement defines demotion units and demotion areas for purposes of this Title. (Note: See corrections to Title 19 supplement on page 31 of this document.)***
- H. **Subsection 19.1(c) provides that for each succeeding Section of this Title, a vacancy(s), if one or more exists, is considered to be the junior employee for that classification. In no event will this be construed to supersede the displacing employee's rights or options as provided in Sections 19.3, 19.4, 19.5, or 19.6.**

### **EXAMPLE #1**

If a Service Representative elects to utilize Section 19.3 and a vacancy in a Utility Clerk-C/S classification at that headquarters exists, the vacancy shall be considered the junior Utility Clerk.

### **EXAMPLE #2**

A Service Representative is subject to Demotion/Displacement. There is a junior Utility Clerk-C/S classification headquartered in that location for 19.3 purposes. There is a vacant Meter Reader position in that headquarters. The Meter Reader vacancy is not an appropriate substitute and shall not be substituted for the displacement of the junior Utility Clerk-C/S at the headquarters.

### **EXAMPLE #3**

If a Service Representative located at Concord headquarters (*Demotion Area #3 of Demotion Unit #1*) elects to utilize Section 19.4(a)(1) to maintain his/her classification and a Service Representative position is vacant in *Demotion Area #3*, the vacancy shall be considered the junior Service Representative in the *Demotion Area*. If there is more than one headquarters in *Demotion Area #3* with a Service Representative vacancy, the employee has the choice of headquarters. If there is no vacancy in *Demotion Area #3* the junior Service Representative in *Demotion Area #3* would be displaced.

### **EXAMPLE #4**

If the Concord Service Representative cannot exercise a 19.4(a)(1) election and elects to utilize 19.4(a)(2) to maintain his/her classification and a Service Representative position is vacant in *Demotion Unit #1*, the vacancy shall be considered the junior Service Representative in *Demotion Unit #1*. If there is no vacancy in *Demotion Unit #1*, the junior Service Representative in *Demotion Unit #1* would be displaced.

- I. For the purpose of this Title, a vacancy is any position the Company intends to fill on a regular basis. At the employee's option, the employee may elect to fill a temporary additional vacancy. (Note: Filling a temporary additional vacancy may lead to further displacement in the future.)
- J. If the displacing employee elects not to fill a temporary/additional vacancy, or to displace an employee in a temporary/additional position, such employee shall then be allowed to displace the junior employee in the classification without a temporary/additional designation, consistent with Item *II* of this Clarification and Title 19.1(d) of this Title.
- K. Subsection 19.1(d) provides that all beginning level jobs, and other classifications specifically agreed to by both parties, are considered to be at an equal wage rate (see Section 18.5(f) - list of beginning classifications). Certain beginning classifications with automatic progression and training programs are excepted from consideration as beginning classifications above the 18 month step of the progression. (See LA 89-26 and LA 89-42 for further information. Note: Classifications included in the exception are not restricted to those classifications listed in LA 89-26 and LA 89-42.)

- L. Subsection 19.1(e) provides that employees who are temporarily assigned to another classification (in or out of bargaining unit) have options based on their regular base classifications, headquarters and lines of progression.
- M. Positions held by employees not on the active payroll shall be affected by demotion, displacement or layoff, but such employees shall effect their options as they exist upon their return to the active payroll.
- N. Under Subsection 19.1(f) an employee will have the opportunity to become qualified during the period of notice or until demotion or layoff occurs, in accordance with the provisions of LA 82-29. Employees must be qualified for the position by the end of the notice period or when demotion or layoff occurs, except in those situations where Company and Union have agreed to specific prerequisites, in which event demotion/displacement will be held pending the determination of qualifications.

In Letter of Agreement 90-8, the parties agreed to relax the retesting provisions for employees subject to demotion and/or displacement during the period of notice. Such employees shall be given an opportunity to qualify for a classification during the period of notice notwithstanding the period of time lapsed since the last attempt, providing such employees have not exhausted the number of attempts allowed. Where there is no limit to the number of attempts allowed (e.g., typing test), an employee may take the test as often as he/she is notified of displacement and/or demotion under the provisions of the respective Agreement.

- O. When more than one employee is the subject to demotion or displacement all of the potential options will be identified and each of the affected employees are to prioritize their choices with the most senior employee's choice given first consideration.

**EXAMPLE**

Three Concord Service Representatives are subject to demotion and/or displacement. Their 19.3 options include the three junior Utility Clerks at that headquarters. Their 19.4 options include the two Service Representatives in Antioch whose dates of employment are 3/15/84 and 4/6/84 and one Service Representative in Walnut Creek whose employment date is 2/10/84. All three Service Representatives are concurrently given the complete list of all of the potential options. The following is an example of how each of the Service Representative's lists would appear after each has returned it listing their priorities.

Service Rep. A (DOE = 6/12/82)	Service Rep. B (DOE = 9/15/83)	Service Rep. C (DOE = 2/9/84)
[3]Ut.Clk.,Concord(3) [2]Sv.Rep.,Antioch(2) [1]Sv.Rep.,W.Creek(1)	[1]Ut.Clk.,Concord(3) [2]Sv.Rep.,Antioch(2) [3]Sv.Rep.,W.Creek(1)	[3]Ut.Clk.,Concord(3) [2]Sv.Rep.,Antioch(2) [1]Sv.Rep.,W.Creek(1)

[The numbers in brackets to the left represent the employee's priority ranking of potential options. The numbers in parentheses to the right represent the number of positions potentially available.]

Note: As a result of Service Rep B's election to demote to Utility Clerk, the Service Rep in Walnut Creek is no longer an option. Based on the elimination of that option, Service Representatives A, B, and C will demote/displace as follows:

Service Representative A = Service Rep., Antioch  
Service Representative B = Utility Clerk, Concord  
Service Representative C = Service Rep., Antioch

## II. SECTION 19.2 - NOTICES

A. Under 19.2(a), Company will give affected employee(s) as much notice as possible, regardless of when the actual demotion or displacements shall take place.

B. *Subsection 19.2(b) provides that an employee should notify Company of his/her election and indicate the job locations in the order of his/her preference within twelve (12) workdays after receipt of the list described in Subsection 19.2(a).*

*NOTE: The reference to 19.2(c) contained in 19.2(c) of the 1991 Clerical Agreement should be deleted.*

C. *Subsection 19.2(d) provides that any transfer resulting from the application of this Section will be made effective at any time after the expiration of ten work days from the giving of the notice provided in Subsection 19.2(a).*

D. Any notice to an employee required by this Section must be given to the employee personally.

## III. SECTION 19.3 - DEMOTION IN THE LINE OF PROGRESSION

*NOTE: Sections 19.3, 19.4 - same classification: Includes derivatives of the primary classification plus secondary requirements, i.e., combination classifications (base classification plus skills, such as Credit Representative and Meter Reader or Utility Clerk-Typist) and dual classifications (primary classification listed first, such as Utility Clerk/Meter Reader.) However, if the displacing employee does not possess the necessary secondary requirement, such employee shall then be allowed to displace the junior employee in the base classification (the one which has no secondary requirement) or the junior employee in another combination classification for which the displacing employee is qualified, whichever is the most junior.*

A. Options under Section 19.3 will be offered at the same time as those options that are available under Section 19.4(a) or (b), as appropriate.

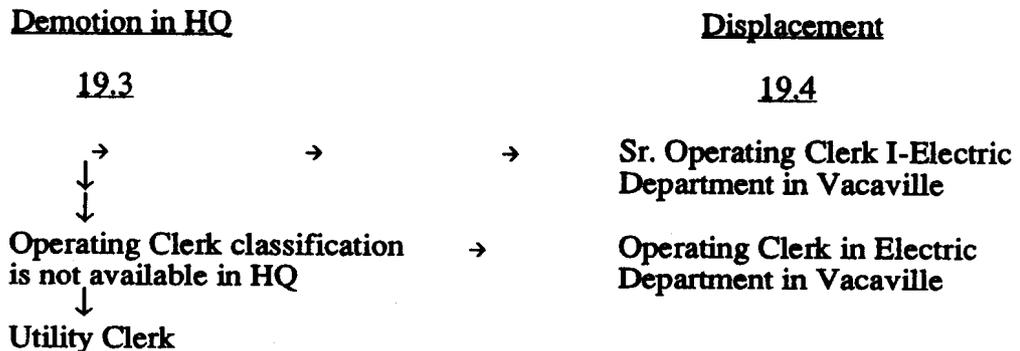
B. The reverse order of the normal line of progression is defined as the successively lower classifications in the department and headquarters affected by the lack of work situation.

*NOTE: The most recent agreed-to reverse lines of progression must be utilized, some of which are included. If the affected classification has more than one classification listed as next lower then such employee's 19.3 options would be limited to the classifications at the headquarters.*

- C. When the affected employee cannot demote to *any* next lower classification because of lack of seniority there is no 19.3 option.
- D. If there are not any next lower classifications in the department at the headquarters to which the employee can affect a demotion, the employee will still be considered as demoted on a step-by-step basis to the next lower classification(s) on paper and concurrently offered all of the corresponding rights as appropriate under 19.4.

**EXAMPLE #1**

Classification to be eliminated is a Sr. Operating Clerk I in the Electric Dept. in Woodland in *Demotion Area #14 of Demotion Unit #4*. Employee in the classification has more than three year's service. The "next lower" classification of Operating Clerk does not exist at that headquarters. There is a Utility Clerk classification at the headquarters. Following is a list of the employee's three concurrent options:



- E. The three clerical lines of progression are Customer Services, Operating, and Accounting.
- F. The departments for the Customer Services and Operating Lines of Progression are:

**Customer Services Line of Progression**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Customer Services</li> <li>2. Marketing</li> <li>3. Region/Division<br/>Manager's Office</li> </ol> | <p>[Shall include those employees performing primarily Customer Service functions and some Marketing functions.]</p> <p>[Affected employee can only displace into bargaining unit classifications in these offices]</p> |
|---|---|

**Operating Line of Progression**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Electric</li> <li>2. Gas</li> <li>3. General Services</li> <li>4. Pipe Line Operations</li> <li>5. Materials Distribution</li> <li>6. Design Drafting</li> <li>7. Reprographics</li> </ol> | <p>[May include Service Planning]</p> <p>[May include Administrative Services, Support Services, Fleet Services]</p> |
|--|--|

**NOTE:** Employees working in a combined operating clerical unit shall demote/displace to the Gas or Electric Department, depending on the department in which the employee last worked. If the employee has always worked in a combined operating clerical unit, then the employee may exercise rights to displace the junior employee in the appropriate Gas or Electric department, i.e., if the junior Utility Clerk in the headquarters happens to be in the Gas Department, the displacing Operating Clerk will displace into the Gas Department. If the junior Utility Clerk at the headquarters is in the Electric Department, the displacing Operating Clerk will displace into the Electric Department.

**G.** The departments for the General Office organizations are:

1. Vice President and Comptroller's organization (including Customer Accounting)
2. Computer Operations Department
3. Reprographics Section
4. Design Drafting Department
5. Mail Services Section
6. Building Maintenance and Operations Section

See Letter of Agreement 85-165 (attached) for further clarification of the application of Title 19 in the General Office organizations.

**H.** The reverse normal lines of progression are:

Customer Services Department

- |                               |   |                                 |
|-------------------------------|---|---------------------------------|
| Sr. Service Representative II | > | Sr. Service Representative I    |
| Sr. Service Representative I  | > | Service Representative          |
| Service Representative        | > | Utility Clerk-Customer Services |
| Credit Rep. & Meter Reader    |   |                                 |
| Credit Representative         | > | Meter Reader (1)                |
| Senior Meter Reader           | > | Meter Reader                    |

- (1) Unless the employee's immediate previous classification was Service Representative or higher, in which event the affected employee has the option of demoting to Meter Reader or Service Representative.

Marketing Department

- |                               |   |                                 |
|-------------------------------|---|---------------------------------|
| Sr. Service Representative II | > | Sr. Service Representative I    |
| Sr. Service Representative I  | > | Service Representative          |
| Service Representative        | > | Utility Clerk-Customer Services |

Appropriate Operating Department as Listed in "F" Above

- |                             |   |                            |
|-----------------------------|---|----------------------------|
| Sr. Operating Clerk II      | > | Sr. Operating Clerk I      |
| Sr. Operating Clerk I       | > | Operating Clerk            |
| Operating Clerk             | > | Utility Clerk-Operating    |
| Sr. Gas Accounting Clerk II | > | Sr. Gas Accounting Clerk I |
| Sr. Gas Accounting Clerk I  | > | Gas Accounting Clerk       |
| Gas Accounting Clerk        | > | Gas Chart Calculator       |

Vice President and Comptroller's Organization  
(including Customer Accounting)

Sr. Accounting Clerk II	>	Sr. Accounting Clerk I
Sr. Accounting Clerk I	>	Accounting Clerk (2)
Accounting Clerk	>	Utility Clerk-Accounting (3)
Machine Operator	>	Utility Machine Operator

- (2) Unless the employee's immediate previous classification was Machine Operator or higher, in which event the affected employee has the option of demoting to Machine Operator or Accounting Clerk.
- (3) Unless the employee's immediate previous classification was Utility Machine Operator or higher, in which event the affected employee has the option of demoting to Utility Machine Operator or Utility Clerk.

Computer Operations

Sr. Computer Operator	>	{ Computer Operator I-A
	>	{ Computer Operator I
	>	{ Computer Operator I-B
	>	{ Computer Operator II
	>	{ Computer Operator III
Lead Data Entry Operator	>	Data Entry Operator

Reprographics

Reprographics Job Coordinator	>	{ Commercial Photographer
		{ Sr. Reprographics Operator
Commercial Photographer	>	Reprographics Operator A
Sr. Reprographics Operator	>	Reprographics Operator A
Reprographics Operator A	>	Reprographics Operator B

Mail Services Section

Sr. Accounting Clerk II	>	Sr. Accounting Clerk I
Sr. Accounting Clerk I	>	Accounting Clerk
Accounting Clerk	>	Utility Clerk (4)
Mail Clerk Driver	>	Utility Clerk

- (4) Unless the employee's immediate previous classification was Utility Machine Operator, in which event the affected employee has the option of demoting to Utility Machine Operator or Utility Clerk.

**IV. SECTION 19.4 - ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT**

*NOTE: The references shown in the 1991 Clerical Agreement under 19.4(a) and 19.4(b) should read: 19.4(a): 1-area; 2-unit; 3-area; 4-unit; 5-system; and 6-system. 19.4(b) should read: 1-area; 2-unit; 3-area; and 4-unit. (See Letter Agreement 92-66.)*

- A. 19.4 options are to be available at the same time as options under Section 19.3.

- B. The options available under the provisions of 19.4(a) are limited to employees with three years or more of Company service.
- C. The options available under the provisions of 19.4(b) are for employees with less than three years of Company service.
- D. Subsection 19.4(c) assures that an employee's options under 19.4(a) and (b) shall be based upon his or her classification prior to being given notice of demotion or displacement under Section 19.2.

**V. SECTION 19.5 - ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION**

- A. This election is available only to those employees who have no election available under 19.3 and have no election under 19.4 or who opt not to make an election under 19.4.
- B. This Section could include a return to a line of progression covered by the physical bargaining unit, or the same or another classification in another line of progression in the clerical bargaining unit.
- C. The determination of six months is an accumulation of time in the specific classification only.

**EXAMPLE #1**

A Meter Reader who has previously been in the Steam Maintenance line of progression and worked for five months as a [0943] Utility Worker (Helper-Electrical Maintenance) and two months as a [0943] Utility Worker (Helper-Technical Maintenance) does have the required six months in the classification.

**EXAMPLE #2**

An Operating Clerk who has previously been in the Customer Services line of progression worked five months as Utility Clerk and three months as a Meter Reader is not eligible to return to either a Utility Clerk or Meter Reader classification.

- D. Previous line of progression is defined to include any classification not listed in the agreed to reverse line of progression.

**EXAMPLE**

A Credit Representative could return to any classification not listed in the agreed to reverse line of progression for the Credit Representative; e.g. if the Credit Representative had previously worked as a Utility Clerk for six months prior to entering the Credit Representative line of progression, as defined for purposes of Title 19.

- E. An employee, eligible under Section 206.5 or 19.5 to return to a classification in a former line of progression is not subject to the wage restriction provisions of Subsection 206.1(d) or 19.1(d). For example, an employee who previously held the classification of Operating Clerk and is currently classified as a Meter Reader, if eligible under the provisions of Section 19.5 to return to the Operating Clerk classification would not be restricted because he or she is currently in a classification having a wage rate lower than that of the classification from which they would be displacing another employee.

**VI. SECTION 19.6 - BUMPING EMPLOYEE IN BEGINNER'S JOB**

- A. This election is only available to those employees who have no elections under 19.3 or who do not effect an election under 19.4 or 19.5.
- B. All beginning level classifications listed in the clerical bargaining unit regardless of the line of progression or department of the identified classification shall be considered as a single group when determining the most junior employee. Certain beginning classifications with automatic progression and training programs are excepted from consideration as beginning classifications above the 18 month step of the progression. (See LA 89-26 and 89-42 for further information. Note: Classifications included in the exception are not restricted to those classifications listed in LA 89-26 and 89-42.)

**VII. SECTION 19.7 - LAYOFF**

- A. An employee can elect layoff in lieu of exercising options under 19.4, 19.5 or 19.6.
- B. An employee who is not affected by this Title may elect to take a layoff under this Title, without employing applications of Sections 19.1 through 19.6, thereby reducing the number of employees affected. Such employee shall have *preferential rehire* rights as provided under Section 19.13. This option for layoff is restricted to the classification and work group of the affected employee.

**VIII. SECTION 19.8 - MOVING ALLOWANCE**

- A. There is no time limit on when the move should occur, but employee must file a notice of intent within 90 days of transfer (see pages 188-189 of Clerical Agreement).
- B. An employee is not required to move within a commutable distance (45 minutes or 30 miles), but must move closer to *the* new headquarters to qualify for the moving allowance.

**IX. SECTION 19.9 - ACCELERATED PROMOTION**

- A. Employees will be given consideration under Subsections 18.5(a) and 18.8(a) in order of seniority regardless of whether their 19.9 rights are 19.9(a) or 19.9(b).
- B. Subsection 19.9(a) provides that employees who do not exercise their rights under this Subsection to return to their former status (classification, headquarters, and department) forfeit their rights under 19.9(a). In order to exercise these rights, employees must have prebids and/or transfers on file to their former classification, *department*, and headquarters at all times.

Subsection 19.9(a) provides for a displaced employee's accelerated return to former classification and headquarters. Because this would not necessarily result in the employee's regaining former bid/upgrade privileges, department is also a part of the employee's accelerated rights in regaining former status.

### **EXAMPLE**

A Utility Clerk-Typist in the Electric Operating Department in Santa Rosa is displaced to Utility Clerk in Customer Services in San Rafael. The employee has accelerated rights back to classification and headquarters, that is, Utility Clerk, Santa Rosa. Therefore, the employee is entitled to accelerated rights under 19.9(a) to all Utility Clerk classifications headquartered in Santa Rosa. Once there, however, the employee continues to have 19.9(a) rights to Utility Clerk in the Electric Operating Department in Santa Rosa since returning to that department would make the employee's status whole. [Please note: the employee does not need to regain a classification with typing to be considered whole since his/her upgrade/prebid status is now the same as it was prior to the displacement.] (LA 88-102).

- C. Subsection 19.9(b) allows demoted employees accelerated rights to return to their former classifications without regard to location. Once the employee has successfully returned to the classification held prior to demotion, only the provisions of 19.9(a) will be applicable, i.e., return to headquarters.
- D. Subsection 19.9(b) also provides that a demoted employee has accelerated rights to any vacancy in any intermediate classification of the reverse line of progression of the employee's former classification (see Fact Finding Committee Case No. 567-77-164).

*"NOTE: For purposes of 19.9(b), an employee displaced from an entry-level classification is considered to be a demoted employee if such displacement resulted in the employee losing his/her classification -- eg., a Meter Reader in Roseville who is displaced to a Utility Clerk position in the Customer Services Department in Auburn has 19.9(b) rights to return to Meter Reader without regard to location."*

*"NOTE: A demoted employee does not forfeit his/her 19.9(b) rights if the employee declines a job offer to return to his/her former classification or to a vacancy in any intermediate classification in the reverse line of progression of the employee's former classification. As long as a demoted employee does not voluntarily change lines of progression, the employee retains 19.9(b) rights until he/she actually returns to his/her former classification."*

### **EXAMPLE**

A Sr. Oper. Clerk I in the San Jose Electric Department who has been demoted to Utility Clerk in Santa Cruz has the following rights under the provisions of 19.9:

- a) Under the provisions of 19.9(b), 18.8(a) prebid rights to Operating Clerk at any headquarters in the Company on a one-time basis only; and
- b) Under the provisions of 19.9(b), 18.8(a) prebid rights to Sr. Oper. Clerk I at any headquarters in the Company on a one-time basis only. Once the employee regains the classification held prior to demotion, the employee continues to have 18.8(a) rights under the provisions of 19.9(a) back to the headquarters and department held prior to demotion, i.e., Sr. Operating Clerk I in the San Jose Electric Department.

**X. SECTION 19.10 - DEMOTION TO UNIT FROM OUTSIDE**

- A. *The provisions of this Section shall not apply to a supervisor or other employee who was hired or left the bargaining unit on 1/1/91 or thereafter. (See Exhibit I - Addendum to Title 19 on page 167 of the Clerical Agreement and also reprinted in this clarification.)*
- B. The provisions of this Section do not apply to employees in any other unit, e.g., ESC, IUSO, or Physical bargaining unit.
- C. **When** the Company demotes a non-unit weekly employee into the bargaining unit, such employee shall be reclassified at the current headquarters and department to the equivalent bargaining unit classification (subject to Subsection 19.1(f)), but not higher than the classification held prior to leaving the unit, and thereupon be entitled to exercise the rights set forth in Title 19, if applicable. For example:

NOTE: Equivalent classifications would be to departments as determined by the Exhibit A Confidential Employees' Lines of Progression.

**EXAMPLE #1**

A Secretary B, Customer Services, who previously held the classification of Service Representative would be reclassified to Service Representative. The junior Service Representative in the department would then exercise Title 19 rights, if necessary.

**EXAMPLE #2**

A Secretary B, Gas, who previously held the classification of Sr. Service Representative I would be reclassified to a Sr. Operating Clerk I. The junior Sr. Operating Clerk I would then exercise Title 19 rights, if necessary.

**EXAMPLE #3**

A Human Resources Clerk, who previously held the classification of Sr. Operating Clerk I would be reclassified to a Service Representative. The junior Service Representative would then exercise Title 19 rights, if necessary.

**When** the Company demotes a non-unit weekly employee into the bargaining unit, who has never previously held a bargaining unit classification, such employee shall be reclassified at the current headquarters and department to a beginning classification, and thereupon be entitled to exercise the rights set forth in Title 19, if applicable. For example:

**EXAMPLE**

A Human Resources Clerk, who had never held a bargaining unit classification, would be reclassified to a Utility Clerk, Customer Services. The junior Utility Clerk would then exercise Title 19 rights, if necessary.

- D. **When** the Company demotes a supervisory or other monthly employee into the bargaining unit, such employee shall be reclassified at the current headquarters and department to the highest classification previously held by the employee in the bargaining unit and thereupon be entitled to exercise the rights set forth in

Title 19. If the supervisory/monthly employee has not previously worked in the bargaining unit, then that employee shall be reclassified to a **beginning** classification in that department and headquarters. Such employee cannot displace another employee with greater service.

NOTE: A supervisory or other monthly employee of an Human Resources Department would be reclassified in accordance with these provisions to a classification in the Customer Services Department.

**EXAMPLE #1**

Company is to demote for lack of work an Administrative Services Supervisor who held the classification of Sr. Service Representative II in Customer Services. Such supervisor would be reclassified to a Senior Operating Clerk II in the department, and thereupon exercise rights set forth in Title 19, if necessary.

**EXAMPLE #2**

Company is to demote for lack of work a Customer Services Supervisor who held the classification of Clerk B, Customer Services Department, prior to leaving the bargaining unit. Such supervisor would be reclassified to Senior Service Representative I (formerly called Clerk B), Customer Services Department, and thereupon exercise rights set forth in Title 19.

If the Customer Services Supervisor had not previously worked in the bargaining unit, such supervisor would be reclassified to Utility Clerk or Meter Reader, Customer Services Department, and thereupon exercise rights set forth in Title 19.

**EXAMPLE #3**

If Company elects to demote a Residential Conservation Services Auditor who has not worked previously in the bargaining unit, such employee would be reclassified to Utility Clerk-Marketing Department, and thereupon exercise rights set forth in Title 19.

**XI. SECTION 19.11 - NOTICE OF LAYOFF**

- A. An employee will be given no less than 10 calendar days notice of layoff. The 10 calendar days will begin at the time the employee is first given notice of layoff under the provisions of Section 19.2.
- B. These provisions do not apply to an employee who does not have regular status.

**XII. SECTION 19.12 - ENABLER**

- A. This section permits modifications of any provision of Title 19 by written agreement between Company's Manager of Industrial Relations and Union's Business Manager.

**XIII. SECTION 19.13 - RE-EMPLOYMENT PROVISIONS**

- A. Re-employment provisions take precedence over the provisions of Title 18, where applicable, but following the application of Title 19 for displacements or layoffs for lack of work.
- B. Applies to any regular full-time employee who has been laid off for lack of work for a period not in excess of one year.

- C. *Except as excluded in D below*, Company shall notify such employee when *any* vacancy exists in a beginner's job in the Region from which such employee was laid off.
- D. Only those vacancies in classifications in lines of progression, as defined in this Clarification, where layoffs have occurred during the previous 12 months must be offered to such employee. For example, if layoffs have occurred in the Meter Reader line of progression and in the Operating line of progression and a vacancy occurs in a Utility Clerk - Customer Services classification, that vacancy need not be offered.
- E. Company shall send a notice by certified mail and return receipt requested to the last mailing address furnished by the laid off employee.
- F. Priority shall be given to the most senior employee on layoff status. (See LA 87-80.)
- G. Such employee must respond within seven working days from the date notice is mailed and advise Company of acceptance of re-employment. If employee fails to respond, employee will be considered terminated.
- H. A decline from an employee shall not jeopardize continued rights under the provisions of this Section.
- I. If employee declines or fails to respond within given time, Company will send notice to the next employee on the laid off list.
- J. Employees recalled shall report to work within seven calendar days after advising Company of acceptance.
- K. An employee who fails to report within such time will be considered terminated with no further employment rights under this Section.
- L. An employee returning to a beginner's job under provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which the employee is returned.
- M. Such rehired employee has 19.9 rights.

PACIFIC GAS AND ELECTRIC COMPANY

August 18, 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:

As previously discussed, the provisions of Sections 19.1 through 19.13 of the Clerical Agreement are written in reference to the Division organizations and as such are not directly applicable to the General Office Departments. The Company therefore proposes the following addendum to Sections 19.1 through 19.13 of the Clerical Agreement to be applicable to a General Office Division as defined herein. This addendum outlines demotion, displacement, and layoff procedures applicable to the General Office Division organization which preserve the intent of the existing language of these Sections of the Agreement.

ADDENDUM TO TITLE 19  
APPLICABLE TO THE GENERAL OFFICE DIVISION

For purposes of administering the provisions of Title 19 as it applies to the General Office, the following definitions should be utilized:

The following organizations containing IBEW bargaining unit employees should be considered "Departments" and collectively comprise the "General Office Division:"

1. Vice President and Comptroller's organization
2. Computer Operations Department
3. Reprographics Section
4. Design Drafting Department
5. Mail Services Section
6. Building Maintenance and Operations Section

For purposes of this addendum, the term "headquarters" shall equal "Section" with the following exceptions:

Section 19.14: "headquarters" shall equal "Department"

Section 19.16, first paragraph: "Division" shall equal "Department"

The following option is added to the provisions contained in Section 19.3:

The employee may first elect to be demoted to the next lower classification in the reverse order of the normal line of progression on his or her shift prior to exercising Section 19.3, 19.4 or 19.5 rights.

Additionally it is proposed, pursuant to Section 19.12 of the Labor Agreement, that the Fairfield Data Center be considered a separate headquarters for the purposes of administering the provisions of Title 19 of the Labor Agreement.

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 /s/ I. W. Bonbright  
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

Sept. 3, 1986

By /s/ Jack McNally  
Business Manager

**EXHIBIT I**

**ADDENDUM TO  
TITLE 19. DEMOTION AND LAYOFF PROCEDURE**

**JOB SECURITY**

*During the course of 1990 General Negotiations, the parties spent a great deal of time addressing the issue of job security with particular emphasis on the ability of Company to place non-bargaining unit employees into the bargaining unit. Company agreed that Letter Agreement 88-104 would remain in effect which limits Company's ability to place non-bargaining unit personnel into the bargaining unit. Further, in the application of Titles 206 and 306 of the Physical Agreement and Title 19 of the Clerical Agreement, Company agrees that should such placements occur, bargaining unit employees in the department and headquarters will not be impacted by demotion, displacement or layoff for the next three years subsequent to the placement of the non-bargaining unit employee into the bargaining unit, unless such employee leaves that headquarters for any reason. Employees at the headquarters in that department during the three year period will not be impacted by demotion, displacement, or layoff, unless such demotion, displacement, or layoff is unrelated to the placement of the non-bargaining unit employee into the bargaining unit, in which event the original non-bargaining unit employee will be affected first if the number of employees in that department and headquarters is being reduced.*

- Example 1. A Supervisor or exempt employee is returned to Service Representative position in Antioch. The Supervisor must be placed in a vacancy as such placement cannot result in a displacement, demotion or layoff.*
- Example 2. Eight months after the Supervisor's return to the bargaining unit another Service Representative bids out of the Antioch headquarters. The headquarters may elect to not fill the vacancy and reduce through attrition.*
- Example 3. Thirteen months after the Supervisor's return to the bargaining unit, the Concord Customer Services Department effects a displacement for lack of work and a Service Representative has 19.4 rights into Antioch. Since Antioch is not reducing in the Customer Services Department, the affected Service Representative in Antioch would be the one with the least seniority, which may or may not be the former non-bargaining unit employee (NBU).*
- Example 4. Fifteen months after the NBU's return to the bargaining unit, Antioch decides to downsize the Customer Services Department by reducing the number of Service Representatives by one. Since a reduction is taking place, the NBU is the first to be demoted, displaced or laid off.*
- Example 5. At any time the NBU leaves the Antioch Customer Services Department and headquarters for any reason (bid, transfer, displacement), the headquarters and department has returned to status quo and may be reduced through demotion, displacement or layoff.*

## **ADDENDUM**

The following materials are being included by the parties as supplemental reading because of their relevance to the correct application and interpretation of Title 19.

As a reminder, Letters of Agreement and case decisions are effective as of the date signed, and all those included here are current as of this publication. However, future Letters of Agreement and case settlements can and may alter, cancel or supersede the provisions described herein.

-COPY-

PACIFIC GAS AND ELECTRIC COMPANY

90-46-PGE

March 6, 1990

Pacific Gas and Electric Company  
215 Market Street, Room #916  
San Francisco, California 94106

Attention: Mr. Richard B. Bradford

Gentlemen:

Attached is a clarification of Title 19, Demotion and Layoff Procedure of the Clerical Agreement. This document combines the agreements reached by Union and Company as represented in Letters of Agreement 89-108 and 90-33.

It is the parties' understanding that in instances where the language of Title 206 of the Physical Agreement and Title 19 of the Clerical Agreement are identical, the most recent clarification shall take precedence.

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

Very truly yours,

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

By /s/ Jack McNally  
Business Manager

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

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Richard B. Bradford March 22, 1990  
Manager of Industrial Relations

DM:kmk  
Attachment

PACIFIC GAS AND ELECTRIC COMPANY

October 2, 1985

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 will confirm the discussion between the Company and the Union on Monday, September 9, 1985 concerning the clarification of Title 19 of the Clerical Agreement and Title 206 of the Physical Agreement as to their intent with respect to part-time employees.

It was agreed that part-time employees and intermittent employees have demotion and displacement rights under Title 19 and Title 206 of the Labor Agreements, but only to replace employees with less seniority in the same or lower classification of part time or intermittent positions respectively, within the normal line of progression. Part-time and intermittent employees are considered to be a different classification than full-time employees under the same job title. Part-time employees and intermittent employees will not be able to displace full-time employees, regardless of seniority. Part-time employees can only displace other part-time employees in the same or lower classification within the normal line of progression. Intermittent employees can only displace other intermittent employees in the same or lower classification within their normal line of progression.

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 /s/ I. W. Bonbright  
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

Oct. 14, 1985

By /s/ Jack McNally  
Business Manager

TO: All Staff with PG&E Responsibility  
FROM: Darrel Mitchell  
SUBJECT: Temporary Additional Positions  
DATE: February 13, 1987

\*\*\*\*\*

Attached is signed letter agreement 87-29.

The letter is intended to address/clarify the situation where the company places an employee into a temporary position **without** reference to the bidding/transfer procedures. Accordingly, the restrictions in the agreement are applied as a deterrence to attempt to control circumvention of the bidding/transfers procedures.

Please note, there is no reference to **temporary or temporary additional** employees, only to temporary or temporary additional positions. The Agreements do not provide for temporary or temporary additional employees.

We also should police temporary assignments that are made without reference to Titles 205/206 and 18/19 to minimize such application.

Call me if you have any questions.

Thanks.

PACIFIC GAS AND ELECTRIC COMPANY

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 into 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;
2. 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.
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 /s/ I. W. Bonbright  
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**

Feb. 17, 1987

By /s/ Jack McNally  
Business Manager

PACIFIC GAS AND ELECTRIC COMPANY

May 19, 1987

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

Attention: Mr. J. K. McNally, Business Manager

Gentlemen:

After discussing administration of the Title 19 Clarification (Letter Agreement 87-34), it was mutually agreed that further interpretation is required, specifically:

1. For the purposes of 19.6 - Bumping Employee in Beginner's Job - within the clerical bargaining unit:

If the position identified as a 19.6 option is a combination or dual job, and the displacing employee possesses the necessary prerequisites for the primary classification but not the secondary requirement, such displacing employee may then displace the next least senior employee in a beginning classification not having secondary requirement provided the displacing employee meets the qualifications of a transfer. If the displacing employee does not meet the qualifications for transfer, he shall be laid off.

2. Section 19.13 of the Agreement states, in part:

"...a regular full-time employee who has been laid off for lack of work...shall be entitled to preferential rehire in the reverse order of layoff..." (emphasis added)

The parties agreed that Section 19.13 contemplates the last to be laid off and the first to be rehired are those employees with the most service. As a result of layoffs occurring in different areas at different times, to strictly apply Section 19.13 as written would result in the preferential rehire of less senior employees first.

Therefore, Section 19.13 shall be applied by rehiring employees on the basis of Company service. (emphasis added)

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 /s/ I. W. Bonbright

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

May 20, 1987

By /s/ Jack McNally

Business Manager

IBEW LOCAL UNION 1245

September 2, 1987

Pacific Gas and Electric Company  
245 Market Street, Room 444  
San Francisco, California 94106

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

Gentlemen:

Attached is a revised Labor Agreement Clarification of Title 19 - Demotion and Layoff Procedure of the Clerical Agreement, updating Letter Agreement #87-34.

The provisions of Letter Agreement 82-29 are to be used in conjunction with this Clarification. It was also agreed that there is a need to review the Department designations of all employees for the purpose of properly identifying the Department in which the employees may exercise rights, pursuant to Title 19. The designation shall be subject to review and concurrence of the local Business Representative or in the case of a dispute, proper subject for the grievance procedure. Such review shall be completed prior to implementation of a Title 19 demotion and/or layoff within a Division.

If you are in accord with the foregoing and attachment 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,

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245

By /s/ Jack McNally  
Business Manager

Pacific Gas and Electric Company is in accord with the foregoing and attachment and agrees thereto as of the date thereof.

PACIFIC GAS AND ELECTRIC COMPANY

13 October, 1987

By /s/ I. W. Bonbright  
Manager of Industrial Relations

PACIFIC GAS AND ELECTRIC COMPANY

May 4, 1992

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

In Letter Agreement 88-120, consideration was given to the special circumstances of certain General Office department employees who were remotely located.

As a result, such employees were given Title 206 rights within the geographic division and region of their headquarters' location. Accordingly, the same consideration was granted in the reverse to employees of each of the respective geographic divisions and regions.

Company proposes, therefore, pursuant to Section 205.19 of the Physical Agreement and Section 18.17 of the Clerical Agreement, that such employees be given consideration within the geographic Bidding Unit in which they are located for purposes of Titles 205 and 18. This proposal will modify the provisions of the 1983 settlement which granted employees of the Gas Meter Repair Plant in Fremont bid rights into East Bay Region, without reverse consideration being granted to East Bay Region employees. The Bidding Units for the effected locations would be as follows:

<u>Headquarters/Location</u>	<u>Bidding Unit</u>
Department of Engineering Research (DER)	
San Ramon	1
Diablo Canyon Power Plant	13
Gas and Electric Technical Services	
Kettleman	12
Electric Meter Repair	
Oakland	1
Gas Meter Repair Plant	
Fremont	1

Additionally, we propose to amend LA 88-120 to include Title 19 rights in order to provide a consistency between the two agreements.

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.

Very truly yours,

**PACIFIC GAS & ELECTRIC COMPANY**

By       /s/ David Bergman        
Director and Chief Negotiator

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**

April 6. ,1992

By       /s/ Jack McNally        
Business Manager

PACIFIC GAS AND ELECTRIC COMPANY

September 28, 1988

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:

For purposes of Title 206, employees headquartered in the following locations shall be considered as being a part of the geographic division and geographic region in which their headquarters is located. Accordingly, employees of each of the respective geographic divisions and regions shall be considered for purposes of Title 206 to be a part of the applicable location:

<u>Headquarters/Location</u>	<u>Division/Region</u>
Department of Engineering Research (DER) San Ramon Diablo Canyon Power Plant	Diablo/East Bay Los Padres/Mission Trail
Gas and Electric Technical Services Kettleman	Fresno/San Joaquin
Electric Meter Repair Oakland	Central/East Bay
Gas Meter Repair Plant* Fremont	Mission/East Bay

\* As a result of the 1983 settlement, the employees of the Fremont Gas Meter Repair Facility were already considered as East Bay Division (now East Bay Region) employees for the purposes of Titles 205 and 206. As a result of this Agreement, employees of East Bay Region will have 206 rights into the Fremont Gas Meter Repair Facility.

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.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By /s/ Richard B. Bradford  
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

October 14, \_\_\_\_\_, 1988

By /s/ Jack McNally  
Business Manager

PACIFIC GAS AND ELECTRIC COMPANY

May 4, 1992

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:

In accordance with Section 206.12 of the Physical and 19.12 of the Clerical Agreement, Company proposes to amend their Title 206 and 19 Supplement, as follows:

Remove Cameron Park and Placerville from area eighteen of the Demotion Unit Four.

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 /s/ David Bergman  
Director and Chief Negotiator

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

May 5, \_\_\_\_\_, 1992

By /s/ Jack McNally  
Business Manager

**CLERICAL AGREEMENT CORRECTIONS**

**(This only applies to the Term of Clerical Agreement 1/1/92-12/31/93)**

**Page 172** General Office Clerical, Garage and Materials should be added to Bid Unit 2 in Area 6.

**Page 178** Should have Building listed instead of Materials under Bidding Unit 18.

**Page 181** Demotion Area 6 should be GO Garage and Materials.

**Page 186** Materials should be deleted and Building should be inserted.

June 12, 1972

Local Union 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O Box 4790  
Walnut Creek, California 94596

Attention: Mr. L.L. Mitchell, Business Manager

Gentlemen:

In response to your letter dated April 6, 1972 concerning amendments to Title 2, Section 2.1, and Exhibit A - Clerical Lines of Progression, of the Clerical Agreement, Company proposes the following:

1. To amend Section 2.1 of the Agreement dated July 1, 1953, as attached.
2. That for the purpose of job bidding and demotion under Titles 18 and 19 of the Clerical Agreement that the Garage and Materials Sections of the General Office Building Department be considered as being within San Francisco Division General Services Department. Amended Lines of Progression are attached.
3. That for the purpose of job bidding and demotion under Titles 18 and 19 of the Clerical Agreement that the Mail Services Section of the General Office Building Department be considered as being within the Vice President and Comptroller's Organization. Amended Lines of Progression are attached.
4. That those employees who are not members of the Union upon the effective date of this agreement and who remain an employee continuously after the effective date of this agreement will be exempt from the provisions of Subsection 4.1(a) of the Clerical Agreement unless they become members of Union.

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

By /s/ I. W. Bonbright  
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

August 31, 1972

By /s/ L.L. Mitchell  
Business Manager

IBEW LOCAL UNION NO. 1245

June 26, 1987

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

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

Gentlemen:

To resolve conflicts arising between two or more employees whose seniority date is the same, the Union proposes the following procedure:

1. In the event a conflict arises as to seniority between two (2) or more employees whose seniority date is the same, any prior service as a Company employee shall be taken into consideration and the employee whose prior service is greater shall be deemed to have the greater seniority.
2. In the event such consideration does not resolve the conflict, the employee who first successfully completed all pre-employment tests shall be deemed to have the greater seniority.
3. In the event such consideration does not resolve the conflict, the employee whose application was first filed with the Company will be deemed to have the greater seniority.
4. In the event such consideration does not resolve the conflict, the parties will determine which employee is deemed to have the greater seniority by a mutually agreed-upon method of chance, such as a coin flip.

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.

Very truly yours,

LOCAL UNION 1245, IBEW

By /s/ Jack McNally

Business Manager

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

PACIFIC GAS AND ELECTRIC COMPANY

29 June, 1987

By /s/ I. W. Bonbright

Manager of Industrial Relations

**LABOR AGREEMENT INTERPRETATION**

**SUBJECT: Filling of an Appropriate Classification Vacancy**

**TITLE 206 - DEMOTION AND LAY OFF PROCEDURE - Physical Agreement**

**Section 206.1 (c)**

**Where an employee elects to displace another employee because there is no available vacancy at the time the election must be made, and, thereafter, a vacancy occurs before his transfer is effected, he shall be notified of such vacancy and be allowed to fill it instead of displacing another employee. The intent of this subsection is that a vacancy should be filled rather than an employee displaced.**

**For Union /s/ Ronald T. Weakley  
Its Business Manager**

**For Company /s/ V.J. Thompson  
Its Manager of Industrial Relations**

**DATE December 3, 1962**

REVIEW COMMITTEE DECISION

Humboldt Division Grievance No. 19-159-80-15  
Review Committee File No. 1527-81-11

Statement of the Case

On October 31, 1980, Company laid off a temporary additional Mechanical Helper at Humboldt Bay Power Plant for lack of work. The grievant at the time of this layoff, had gained regular status and, therefore, had rights under Title 206 of the Physical Agreement. Union alleges that Company did not allow the grievant to exercise all of this Title 206 options. The grievant employment date was November 26, 1979.

Discussion

The grievant was issued a letter on October 17, 1980 notifying him that his Mechanical Helper position was being eliminated. The letter further stated incorrectly, that "under Title 206, you have the right to fill any appropriate vacancy at the plant." (emphasis added) The provisions of Sections 206.3, 206.4 and 206.5 were not applicable to the grievant. However, Section 206.6(a) did apply as it states:

"If Company cannot effect a demotion or displacement of an employee in accordance with Section 206.3 and, if in addition, such an employee cannot for any reason effect an election in accordance with Section 206.4 or 206.5, he may elect to displace that employee in the Division, in a beginning classification who has the least Service provided he meets the qualifications of the transfer."

In the October 17, 1980 letter, the grievant was informed that he could fill a vacant Auxiliary Operator position (there were no other vacancies) provided he met the qualification for transfer, i.e., passed the ACT. The Company determined that this was the grievant's only option other than layoff because of the general rules contained in Section 206.1, specifically, Paragraph (c), which states:

"Where a vacancy in an appropriate classification exists, the filling of such vacancy in accordance with the appropriate provisions of this Title shall be substituted for the displacing of another employee as provided herein. If such vacancies exist at more than one headquarters, Company shall provide an employee with a list of such vacancies and the location thereof. He may then elect to fill any such vacancies."

The grievant was given until October 31, 1980 to pass the ACT. On that date, he failed the test and was laid off at the end of the workday.

The employee in the Division who had the least service was a Groundman, hired on August 11, 1980. The Union argued that the intent of Title 206 was to protect seniority and that it was inappropriate to lay off the grievant when there was still someone junior to him on the payroll. Further, that since the grievant could not qualify for the Auxiliary Operator, he then should have been able to displace the Groundman.

Company responded that it has consistently held that a vacancy equals "the junior employee" (employee with the least service) and that a single employee subject to demotion or layoff cannot "shop around" except where there are multiple vacancies as provided for in Subsection 206.1 (c).

**Decision**

The Review Committee agreed that the grievant was afforded his contractual rights under Title 206. Had there been more than one vacancy in the same bargaining unit (Physical), the grievant would have had his choice. If, for example, he did not qualify for his first choice he could have made another selection and been appointed to it as long as he qualified within the ten-day layoff notice period.

**FOR COMPANY:**

L.C. Beanland  
F.C. Buchholz  
J.B. Stoutmore  
D.J. Bergman

By /s/ David Bergman  
Date 4-22-82

**FOR UNION:**

G.W. Abrahamson  
W.H. Burr  
P. Pelucca  
R.W. Stalcup

By /s/ Roger Stalcup  
Date 4-22-82

**CLARIFICATION OF TITLE 18 AND 19 RIGHTS  
FOR CLERKS IN SERVICE PLANNING UNITS.**

1. Former Customer services clerks performing new business duties, electing to retain Title 18/19 rights in the Customer Services line of progression, will be reclassified to Operating clerks but will be given a class code unique to them to bid into the Customer Services line of progression as an 18.8 (b) or (c) bidder. Those who elect to be in the Operating line of progression will be given the appropriate Operating clerk class code.
2. Service Planning clerks who elect to retain Title 18/19 rights in the Customer Services line of progression can only reverse that election through the bidding procedure, i.e., bid into an Operating classification and be awarded a vacancy under Subsection 18.8(d) or through the transfer procedure.
3. Upgrades in Service Planning will be offered to the senior qualified employee in the headquarters with an 18.8(a) or (b) bid on file. It will be important to note that if the "next lower" clerk in Service Planning has elected to retain a line of progression into Customer Services, that person would be an 18.8(d) bidder for upgrade purposes in Service Planning. Therefore, training will be given at the earliest practical opportunity to that employee in the headquarters who is an 18.8(b) bidder.
4. Service Planning clerks who have elected to retain Title 18 rights in the Customer Services line of progression will be considered for temporary Customer Services vacancies occurring in their headquarters.
5. Service Planning positions are in the Operating clerical line of progression.
6. Elections to retain Title 18/19 rights in the Customer Services line of progression attach to the incumbent not the position.
7. If a lack of work occurs in a Customer Services department then the Service Planning clerk (who has retained Title 18/19 rights in the Customer Services line of progression) will not be considered in determining the least senior employee in Customer Services.
8. If a lack of work occurs in a department having Operating clerical classifications then the Service Planning clerk will be considered in determining the least senior employee. The incumbent then exercises Title 19 rights based on their election of being either in the Customer Services or in the Operating line of progression.

**PG&E/BEW MEMO DATED 2/17/89**

**206.3**

**Company /Union agreement dated 2/17/89**

**Employee has choice of classifications but criteria is:**

- 1) Classification must exist at headquarters.**
- 2) If none exist at headquarters then chooses which *classification and* demotes on paper.**

REVIEW COMMITTEE

Stockton Division Grievance Nos. 16-429-85-47 & 16-423-85-41  
P-RC 1065

May 8, 1986

R. MIKE EDWARDS, Company Member  
Stockton Division  
Local Investigating Committee

MICKEY HARRINGTON, Union Member  
Stockton Division  
Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(v) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Subject of the Grievance

This case concerns the displacement or layoff of four Meter Readers in Stockton Division for lack of work.

Facts of the Case

On May 31, 1985, a meeting was held with four Meter Readers in the Stockton headquarters to inform them of an impending displacement/layoff for lack of work on June 28, 1985. One of the Meter Readers, Grievant A, was a probationary employee and was laid off. Meter Reader/Utility Clerk Grievant B was given displacement options and elected to go to Modesto, causing the layoff of a probationary Meter Reader at that headquarters. It was later discovered that Grievant B's employment date was incorrect and that he was a probationary employee and should not have been given displacement options. Meter Reader/Utility Clerk Grievant C elected to displace a probationary Meter Reader in Newman, and Meter Reader Grievant D displaced a probationary Meter Reader in Modesto.

On July 1, 1985, one workday following the displacements, Stockton authorized the filling of three Meter Reader positions. On that date, the two regular status Meter Readers that had been displaced were offered preferential rights back to Stockton, pursuant to Section 19.9. Grievant D reported back to Stockton on July 29, 1985, and Grievant C returned on July 31, 1985. Grievant A was rehired in Stockton on July 19, 1985. The three probationary employees that had been laid off were rehired between July 22, 1985 and August 14, 1985.

Decision

In discussion of this case, the Committee agreed that there did not appear to be a legitimate Title 19 lack of work situation at the Stockton headquarters, inasmuch as the headquarters began filling three Meter Reader positions the workday following the displacements. Therefore, the Committee agreed that the two regular status employees that were displaced, Grievant C and Grievant D, are entitled to travel time and mileage, pursuant

to Section 10.8 and 15.2 of the Clerical Agreement, for the amount of travel time involved which is in excess of the time normally taken in travelling from their living quarters to the Stockton headquarters. This payment shall be from the date of displacement until the grievants returned to the Stockton headquarters.

With this adjustment, this case is considered closed and should be so noted by the Local Investigating Committee.

/s/ DAVID J. BERGMAN, Chairman  
Review Committee

/s/ ROGER W. STALCUP, Secretary  
Review Committee

RRD(1408):ml

PACIFIC GAS AND ELECTRIC COMPANY

May 4, 1992

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

This letter will formalize the agreement of the parties regarding their acknowledgment of differences which are not intended to exist between Titles 19 and 206 of the Clerical and Physical Agreements.

Company proposes the following corrections:

- |            |  |
|------------|--|
| 19.4(a)1.  | Demotion Unit should read Demotion <u>Area</u> . |
| 19.4(a)3.  | Demotion Unit should read Demotion <u>Area</u> . |
| 19.4(b)1.  | Demotion Unit should read Demotion <u>Area</u> . |
| 19.4(b)3.  | Demotion Unit should read Demotion <u>Area</u> . |
| 19.5(a)    | Demotion Unit should read Demotion <u>Area</u> . |
| 19.6(a)    | Demotion Unit should read Demotion <u>Area</u> . |
| 19.14      | Demotion Unit should read Demotion <u>Area</u> . |
| 19.15(a)   | Demotion Unit should read Demotion <u>Area</u> . |
| 19.16      | Demotion Unit should read Demotion <u>Area</u> . |
| 19.16(b)1. | Demotion Unit should read Demotion <u>Area</u> . |

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By /s/ David Bergman  
Director and Chief Negotiator

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

May 5, 1992

By /s/ Jack McNally  
Business Manager

PACIFIC GAS AND ELECTRIC COMPANY

May 12, 1992

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

As a result of discussion between the parties, Company proposes to amend Letter of Agreement 92-66-PGE as it relates to Subsection 19.16 and correct it to read 19.16(d), in lieu of 19.16(b).

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.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By /s/ R. L. Bailey  
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

June 1, \_\_\_\_\_, 1992

By /s/ Jack McNally  
Business Manager

PACIFIC GAS AND ELECTRIC COMPANY

June 21, 1982

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 our letter dated April 6, 1982 on the same subject.

Subsection 206.1(c) [19.1(c)] states:

"Where a vacancy in an appropriate classification exists, the filling of such vacancy in accordance with the appropriate provisions of this Title shall be substituted for the displacing of another employee as provided herein. If such vacancies exist at more than one headquarters, Company shall provide an employee with a list of such vacancies and the location thereof. He may then elect to fill any of such vacancies."

Subsections 206.6 (a & b) [19.6 (a & b)] state:

(a) "If Company cannot effect a demotion or displacement of an employee in accordance with Section 206.3 [19.3] and if in addition, such employee cannot for any reason effect an election in accordance with Section 206.4 [19.4] or 206.5 [19.5], he may elect to displace that employee in the Division, in a beginning classification who has the least Service provided he meets the qualifications of the transfer."

(b) "If the Company cannot effect a demotion or displacement of an employee in Subsection (a) hereof, if he has been employed three years or more, may elect to displace that employee in the Company in a beginning classification, who has the least Service provided he meets the qualifications of a transfer."

An employee exercising his rights pursuant to Section 206.6 [19.6] where the employee with the least service in a beginning classification is a vacancy(ies), may attempt to meet the prerequisite(s), if any, during the notice period prior to layoff. If unsuccessful, he may continue to attempt to qualify subsequent to his layoff. If the laid-off employee qualifies prior to the expiration of one year from the date of layoff, he is entitled to preferential rehire to a vacancy for which he has qualified, pursuant to Section 206.13 [19.13], within the bargaining unit from which he was laid off.

June 21, 1982

An employee who is notified of multiple vacancies may attempt to qualify, in the same manner as stated above, for more than one vacancy.

The retest provisions of the various prerequisites shall apply during the notice period and the one-year period subsequent to layoff. Following layoff, the time required to take any prerequisite tests shall be at the employee's expense. The time required to attend a prerequisite school or class shall be at Company's expense (Example: 3-day climbing school).

An employee who qualified for a beginning classification after his layoff shall not be allowed to displace another employee.

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 /s/ I. W. Bonbright

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 6, 1982

By /s/ Jack McNally

Business Manager

February 21, 1989

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

Attention: Mr. Richard B. Bradford, Manager of Industrial Relations

Gentlemen:

Section 206.6 of the Physical Agreement and Section 19.6 of the Clerical Agreement provide that employees may, under certain conditions, displace other employees in beginning classifications prior to being laid off for lack of work.

A number of beginning classifications have negotiated training programs that allow employees to automatically progress to the completion of the program while remaining in the same classification. In the past, such classifications have had employees displaced out of these positions while in various steps of the negotiated training program, or possibly, even at the conclusion of the training program.

Accordingly, Union proposes the following classifications shall only be considered a beginning classification for the purposes of Section 206.6 of the Physical Agreement and Section 19.6 of the Clerical Agreement while having employees in the first eighteen (18) months of the training program and only employees within the first eighteen (18) months of such training program shall be subject to being displaced in accordance with these contract sections:

- Operator-in-Training
- Gas Supply Coordinator
- Computer Operator

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.

Very truly yours,

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

By /s/ Jack McNally  
Business Manager

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

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Richard B. Bradford  
Manager of Industrial Relations

Date February 23, 1989

## PACIFIC GAS AND ELECTRIC COMPANY

March 1, 1988

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Company proposes to amend LA 89-26 by adding to the list of classifications covered by the agreement, the classification of Reprographics Operator B.

This classification falls into the same category as those classifications already covered, based upon the criteria of automatic progression from a beginning classification into a higher classification when qualifications have been met. The training program for the Reprographics Operator B requires rotation through all of the types of machinery in the reprographics operation, but unlike typical training classifications, employees transferring into the classification are placed in accordance with the provisions of Section 13.9 and as a result may enter the classification above the 18-month step. Company therefore proposes that employees in the Reprographics Operator B classification, who have held the classification for more than 18 months, be covered by the provisions of LA 89-26.

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.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Richard B. Bradford  
 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

March 13, 1989

By /s/ Jack McNally  
 Business Manager

:sc

MEMORANDUM OF DISPOSITION

FACT FINDING COMMITTEE CASE NO. 567-77-164  
EAST BAY DIVISION GRIEVANCE NO. 1-292-77-69

On July 11, 1977, the Fact Finding Committee, comprised of Messrs. L. N. Foss, Assistant Business Manager, Local Union 1245, IBEW; M. A. Mederos, Union Business Representative; D. J. Bergman, Industrial Relations Representative; and Ms. M. A. Short, Personnel Assistant; met to discuss the grievance concerning the bidding rights of the Grievant, an Apprentice Lineman, Livermore, to Apprentice Cable Splicer, Hayward.

The Committee reviewed the Joint Statement of Facts and determined they were accurate.

The Committee agreed that an employee who is involuntarily demoted should have 205.7a rights back to his former classification and/or any other intermediate classification in the Line of Progression, if he is qualified.

In this case, the grievant would then have accelerated rights back to Apprentice Cable Splicer because he would immediately become an Unassigned Journeyman, which is the same status he held when demoted, or to Cable Splicer because for all intents and purposes, he was a journeyman at the time of demotion.

The grievant will be reawarded Job Vacancy 1:157, Apprentice Cable Splicer, Hayward.

This case is considered closed.

<u>/s/ L. N. Foss</u> L. N. Foss, Union Member	Concur	<u>7/28/77</u>	Date
<u>/s/ M. A. Mederos</u> M. A. Mederos, Union Member	Concur	<u>7/21/77</u>	Date
<u>/s/ D. J. Bergman</u> D. J. Bergman, Company Member	Concur	<u>7/28/77</u>	Date
<u>/s/ M. A. Short</u> M. A. Short, Company Member	Concur	<u>July 18, 1977</u>	Date

PACIFIC GAS AND ELECTRIC COMPANY

July 19, 1988

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

As a result of discussions with Darrel Mitchell of Local 1245, Company proposes to amend Part I. Section 19.9 - Accelerated Promotion of letter agreement 87-175 which clarifies Title 19 - Demotion and Layoff Procedure of the Clerical Agreement, as follows:

I. SECTION 19.9 - ACCELERATED PROMOTION

1. No change.
2. Subsection 19.9(a) provides for a displaced employee's accelerated return to former classification and headquarters. Because this would not necessarily result in the employee's regaining former bid/upgrade privileges, department is also a part of the employee's accelerated rights in regaining former status.

EXAMPLE:

A Utility Clerk-typist in Electric-Operating in Santa Rosa is displaced to Utility Clerk-Customer Services in San Rafael. The employee has accelerated rights back to classification and headquarters, that is, Utility Clerk, Santa Rosa. Therefore, the employee is entitled to accelerated rights under 19.9(a) to all Utility Clerk classifications headquartered in Santa Rosa. Once there, however, the employee continues to have 19.9(a) rights to Utility Clerk in Electric-Operating in Santa Rosa since returning to that department would make the employee's status whole. [Please note: the employee does not need to regain a classification with typing to be considered whole since his/her upgrade/prebid status is now the same as it was prior to the displacement.]

[2]3. No other change

[3]4. No other change

EXAMPLE:

A Sr. Service Rep.I-Customer Services in Concord who has been demoted to Utility Clerk-Operating in Richmond has the following 18.8(a) and 18.5(a) prebid and transfer rights:

- (1) 18.5(a) transfer rights to Utility Clerk in Concord.
- (2) 18.5(a) transfer rights to Utility Clerk-Customer Services in Concord.
- (3) 18.8(a) prebid rights to Service Rep.-Customer Services or Marketing - any headquarters in system on a one-time basis only.

Once the employee has been awarded a Service Representative classification under Section 18.8(a) the employee continues to have 19.9(a) rights to Service Representative-Concord and their 19.9(a) rights would continue until the employee has been returned to his/her former department in the Customer Service line of progression.

- (4) 18.8(a) prebid rights to Sr. Service Rep. I - Customer Services or Marketing - any headquarters in system on a one-time basis only.

Once the employee has been awarded a Sr. Service Rep. I classification under Section 18.8(a) the employee continues to have 19.9(a) rights to Sr. Service Rep. I-Concord and their 19.9(a) rights would continue until the employee has been returned to his/her former department in the Customer Services line of progression.

Once the employee has been returned to Sr. Service Rep. I - Customer Services in Concord the employee has exhausted all of the rights under 19.9(a) and (b) because the employee has now been returned to his/her former status, which is classification, headquarters, and department.

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.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Richard B. Bradford  
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 27, 1988

By /s/ Jack McNally  
Business Manager

DMSI:sc

**REVIEW COMMITTEE DECISION**

Review Committee File No. 908  
De Sabla Division Grievance No. D.Gr/C 10-69-2

**Subject**

This case involves a Troubleman in Chico who was demoted to Lineman in Chico as a result of lack of work. The grievant subsequently bid and was awarded a Line Subforeman job in Chico.

**Discussion**

This grievance raises the question of whether or not, by bidding to Line Subforeman, the grievant has returned to his former status as outlined in Section 206.9 of the Physical Agreement since he is now at a higher wage rate than his previous classification of Troubleman and at the same headquarters.

The Review Committee is of the opinion that the word "status" refers to the specific classification and headquarters from which the employee was demoted. Even though the grievant is not suffering monetarily, he still desires to return to the specific job duties he performed before the demotion and will not regain his former status until he does so. The grievant will be considered to have regained his status upon being placed into a Troubleman's vacancy at his present headquarters.

**Decision**

The grievant will have prebids to the classification of Troubleman considered under Subsection 205.7 (a) of the Physical Agreement until he has regained his former status.

**FOR UNION:**

W.H. Burr  
M.A. Mederos  
J.J. Wilder

By /s/ J. J. Wilder

Date March 26, 1971

**FOR COMPANY**

J.A. Fairchild  
H.J. Stefanetti  
L.V. Brown

By /s/ L. V. Brown

Date March 26, 1971

Colgate Division Grievance No. 12-103-84-4  
P-RC 954  
July 12, 1984

Mr. J. L. MAC DONALD, Company Member  
Colgate Division  
Local Investigating Committee

Mr. E. A. Fortier, Union Member  
Colgate Division  
Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(ii) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Subject of the Grievance

This case concerns the interpretation of Section 206.9 of the Physical Agreement.

Facts of the Case

The grievant, a Corrosion Mechanic since April 27, 1973, was demoted on December 4, 1978 into a Field Meterman position pursuant to the provisions of Section 206.3 due to the elimination of his Corrosion Mechanic position. On January 26, 1979, the grievant was the successful bidder to a Pressure Operator position, also in Colgate Division. The division, upon review of the Pressure Operator line of progression believed that the employee was no longer entitled to Subsection 206.9(a) rights for returning to the Corrosion Mechanic position since the line of progression to Corrosion Mechanic changed effective July 6, 1977 eliminating the Pressure Operator classification. The Division wrote the employee a letter on March 21, 1984 informing him that he no longer had Subsection 206.9(a) rights to Corrosion Mechanic.

Discussion

It was the Union's position that the wording in the last paragraph of Section 206.9 of the Physical Agreement states, in part, "an employee who has been demoted or transferred under the provisions of this Title who thereafter voluntarily removes himself from the line of progression to which he was previously transferred or demoted, shall not be given consideration under this Section." The Union believed that the word "to" meant that when the grievant was demoted from Corrosion Mechanic "to" Field Meterman. Since he is still in the line of progression of Field Meterman, the position "to" which he was demoted pursuant to Title 206, that he should still retain his Subsection 206.9(a) rights from Pressure Operator to Corrosion Mechanic. The Division's understanding of the intent of Section 206.9 was that, if an employee left the line of progression "from" which he was demoted, he would lose his accelerated rights.

Decision

The Committee agreed the language provides an employee's preferential consideration to return to the position they were demoted from, as long as they have not removed themselves from the line of progression "to" which they were previously transferred or demoted. In this case, it would mean that since the employee is still in the line of progression to the classification "to" which he was demoted, i.e., Field Meterman, that he retains his accelerated promotion rights under Subsection 206.9(a).

June 21, 1982

This case is considered closed on the basis of the above and should be so noted by the Local Investigating Committee.

/s/ L. V. Brown  
L. V. Brown, Chairman  
Review Committee

/s/ R. W. Stalcup  
R. W. Stalcup, Secretary  
Review Committee

LMTyburnski(4110):ml

East Bay Division Grievance No. 1-2021-83-209

P-RC 922

September 4, 1984

MS. E. ANDRE, Company Manager  
East Bay Division  
Local Investigating Committee

Mr. J. Valentino, Union Member  
East Bay Division  
Local Investigating Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(ii) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Subject of the Grievance

This grievance concerns the alleged improper bypass of a Gas Helper to a Fieldman vacancy as a result of the grievant's failure to check the Section 206.9 box on the prebid form.

Facts of the Case

The grievant was employed on January 10, 1973, was later injured and attained Long Term Disability status on June 6, 1979. In early 1983, the grievant, according to his doctor, was examined and determined to be capable of returning to work in his former classification of Fieldman. Since there were no Fieldman vacancies at the time the employee was cleared to return to work, he was returned to a Helper position on August 22, 1983, pursuant to Company/Union Letter Agreement.

After returning to work, the grievant submitted a prebid to the Fieldman classification. However, in completing the prebid form, the grievant failed to place an "x" in the Section 206.9 box. According to the grievant, he read the wording on the prebid form but did not believe the Section 206.9 box applied to him, inasmuch as no mention is made of employees returning from Long Term Disability. (The language on the current prebid form states, "Place an 'x' in the box to the right if you have been demoted or involuntarily transferred by Company and wish this bid considered under Section 206.9 of the Physical Agreement, under Section 19.9 of the Clerical Agreement, or under 22.3 of the ESC Agreement.")

On November 4, 1983, two Fieldmen vacancies were filled. The successful bidders both had Subsection 206.9(a) rights due to earlier lack of work demotions and both checked the Section 206.9 box on the prebid form. The employment dates of the bidders were both in 1977. The grievant was not awarded either job because of his failure to check the Section 206.9 box on the prebid form. The Union opined that the grievant complied with Subsection 206.9(a) of the Physical Agreement by submitting a prebid for the Fieldman classification. The Union further argued that the grievant's failure to check the Section 206.9 box was the result of the Company failure to inform the grievant that this was necessary. The Company argued that the employee is responsible for properly completing the prebid form, and the grievant failed to do so in this case and is, therefore, not contractually entitled to either job that was awarded. The Company also cited the addendum to the Joint Statement of Facts where the Central District Personnel Representative stated he informed the grievant of his rights. The Company did indicate that the employee would maintain his Section 206.9(a) rights.

September 4, 1984

The Committee reviewed Letter Agreement R1-82-13 dated April 28, 1982 which outlines the employee's responsibility to properly complete prebid, transfer and postbid forms. The letter agreement states that a prebid or postbid application will be accepted by the computer if the employee fails to check the Section 206.9 box; however, Subsection 205.7(a) priority status may be not accorded the bidder. The Committee also reviewed the prebid and postbid forms and agreed that the current form does not include any language regarding employees who have been or are on Long Term Disability status and wish consideration under Section 206.9.

**Decision**

The Committee agreed that the employee failed to check the box which would have accorded him Section 206.9 rights and, therefore, the bypass was proper. The Committee further agreed that the prebid and postbid job vacancy application forms will be revised to include the language, "Place an "X" in the asterisked box following the appropriate prebid code if you have been demoted or involuntarily transferred by Company or if you have been or are on Long Term Disability status and wish this bid considered under Section 206.9 of the Physical Agreement, under Section 19.9 of the Clerical Agreement, or under Section 22.3 of the ESC Agreement." (Copy of agreed-to form attached). This case is considered closed on the basis of the above and should be so noted by the Local Investigating Committee.

/s/ L.V. Brown  
L.V. Brown, Chairman  
Review Committee

/s/ R. W. Stalcup  
R.W. Stalcup, Secretary  
Review Committee

LMTyburski(4110):ml

PACIFIC GAS AND ELECTRIC COMPANY

January 28, 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:

The Company proposes in this Letter of Clarification, to expand the options available under Title 19 of the Clerical Agreement, to provide for the placement of individuals voluntarily in a new headquarters prior to the actual involuntary displacement as defined under Title 19 in the Vice President and Comptroller's Department.

The Vice President and Comptroller's Department is presently in a lack-of-work situation. Previous displacements have taken place following the provisions of Title 19. This proposal seeks to allow employees in the affected classification and headquarters to be placed voluntarily in vacancies in the department, through preferential consideration under Subsections 18.5(a) and 18.8(a).

Since the intent of this process is to voluntarily transfer employees in lieu of or prior to the involuntary displacements occurring under Sections 19.3 - 19.6, the number of transfers allowed under this proposal would be limited to the number of positions in the classification and headquarters that are to be eliminated under the lack-of-work situation.

Pursuant to Sections 18.17 and 19.12, the Company proposes to add the following steps to the Demotion and Layoff Procedure of Title 19 in the Vice President and Comptroller's Department. Preferential consideration under Subsection 18.8(a) would be afforded to volunteers seeking transfer in those headquarters experiencing a lack-of-work situation prior to displacements under Section 19.3 - 19.6.

1. When a headquarters is in a lack-of-work situation, all employees in that headquarters in the same classification as those positions being eliminated will be given limited preferential bidding rights under Subsection 18.5(a) and 18.8(a) for existing vacancies in the same classification in the department.
2. When it is determined that the number of positions in a given classification at a headquarters will be reduced, the employees in that headquarters in that classification may volunteer for existing vacancies in the department.

3. An employee's Company service date will be the determining factor in awarding job vacancies. Placement into a vacancy will be based on seniority. If more than one vacancy in a given classification exists, volunteers may choose among the vacancies based on seniority. In the application of this agreement, an employee shall not be placed in a position unless qualified to perform the duties.
4. If more than one headquarters is experiencing a lack-of-work situation at the same time, the respective seniority lists will be merged.
5. The number of voluntary transfers allowed in a headquarters in a classification under this agreement will be limited to the number of positions in the headquarters in that classification that are to be eliminated as a result of the lack-of-work situation.
6. Employees who volunteer and are placed under this procedure will be entitled to accelerated rights, pursuant to Section 19.9, after they have remained in their new positions for a period of six months.
7. If the number of volunteers placed is less than the number of positions to be eliminated, displacement in accordance with Title 19 will occur.

This agreement may be cancelled 30 days after receipt of written notice of such cancellation by either party.

This proposal has been discussed with Ms. Dorothy Fortier, Assistant Business Manager, and Gwen Wynn, Business Representative.

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 /s/ I. W. Bonbright  
 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

Feb. 3, 1987

By /s/ Jack McNally  
 Business Manager

REVIEW COMMITTEE

Colgate Division Grievance No. 12-69-81-3  
P-RC 683

August 25, 1981

MR. A. D. JOHNSON, Chairman  
Colgate Division  
Joint Grievance Committee

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned, pursuant to Step Five A(i) of the grievance procedure, to the Joint Grievance Committee for settlement in accordance with the following:

This grievance concerns the alleged rehire rights of the grievant under Section 19.13 of the Clerical Agreement. The grievant was originally hired on September 4, 1980 as a Utility Clerk and was granted regular status on March 4, 1981 as provided for in the Clerical Agreement. On April 3, 1981, she was laid off for lack of work.

The Division determined that there would be a temporary need for two Utility Clerks in Marysville starting in mid-May of 1981. The grievant, along with another person who had previously worked for the Company between 1972 and 1979, were selected to fill these positions. However, the Division employed the former employee on May 11, 1981 and the grievant on May 26, 1981, opting to start the other person earlier on the basis of a better overall knowledge of Customer Services functions. Further, they were of the opinion that Section 19.13 of the Clerical Agreement had no bearing on a temporary additional assignment as opposed to a regularly authorized job.

At the outset, it should be pointed out that the other employee who was rehired has no rights, inasmuch as she was rehired after a break in the service. Section 17.3 of the Agreement is crystal clear in this regard. As to the grievant's entitlements, pursuant to Section 19.13, it is the opinion of the Pre-Review Committee that this section is not limited to regularly authorized jobs; and temporary situations such as the one being grieved is covered in the re-employment provisions of the Agreement. Therefore, the Pre-Review Committee is in agreement that the grievant is entitled to be reimbursed for lost wages effective May 11, 1981.

This case is considered closed on the basis of the foregoing and the adjustments provided herein, and the closure so noted in the Minutes of your next Joint Grievance Committee meeting.

/s/ D. J. BERGMAN, Chairman  
Review Committee

/s/ R. W. STALCUP, Secretary  
Review Committee

DJB:ml

cc:	JLKirkegaard	IWBonbright	NRFarley	LSilton
	MEBadella	LVBrown	DOkabayashi	CPTaylor
	LCBeanland	FCBuchholz	JBStoutamore	CEWelte
	MEBennett	RHCunningham	WKSnyder	Div. Personnel Managers

PG&E  
INDUSTRIAL RELATIONS

Relocation Other Than For Lack of Work

December 9, 1987

REGION AND G.O. HUMAN RESOURCES MANAGERS AND DIRECTORS:

In response to various inquiries regarding the utilization of Section 206.17 and 19.16 - Relocation Other Than For Lack of Work - the following guidelines are applicable.

Although the Company is still in a systemwide lack of work mode, and in the past we have agreed with the Union that while in such a mode it is not proper to utilize Sections 206.17 or 19.16, in recent discussions with the IBEW we have agreed to apply 206.17 or 19.16 when relocating an entire group of employees. It is not proper to utilize these Sections when relocating a partial group of employees. For example, if you are moving an entire Gas T&D Department or an entire customer services office from one headquarters to another you may utilize 206.17 or 19.16. If you are moving only part of a Gas T&D Department or part of a Customer Services Department to another headquarters, it is not proper to use 206.17 or 19.16 while in a systemwide lack of work mode.

When relocating a partial group of employees, the Region/Department Labor Relations Representative should reach an understanding with the Local Union Business Representative on a proposed application of Titles 206 and 19 that is suitable to the particular circumstances involved, under the enabler clauses of those Titles. This proposal should be forwarded to our office along with all applicable details, e.g., names, classifications, etc., and we will then submit it to the IBEW. Provided that you have reached agreement locally on your proposal, we will make every effort to have it back to you within three or four days. If we are unable to reach agreement with the IBEW on an application of 206 and 19 under the enabler clauses, you will then have to use the general provisions of those Titles.

/s/ RICHARD B. BRADFORD

SJohnson(27274):jt  
cc: Jack McNally

**MEMO:**

**TO:** Darrel Mitchell

**DATE:** April 24, 1990

**FROM:** Doris Spingola

**SUBJECT:** Impact of Title 19 on "red-circled" jobs

Following is my understanding of our discussion on how Title 19 will impact employees in "red-circled" jobs.

When identifying a junior employee for purposes of Title 19 employees in "red-circled" positions will be grouped at their "red-circled" level, e.g., when identifying who the junior Service Representative is, for purposes of Title 19 "red-circled" Service Representatives will be included in the search. If the resulting effect is that a "red-circled" employee is displaced, the displacing employee will assume the "red circled" status as well as the conditions of the "red-circled" status.

An employee who is to be displaced from a "red-circled" position will displace at the "red-circled level, e.g., a "red-circled" Sr. Operating Clerk I will have 19.4 options to a junior Sr. Operating Clerk I.

**cc:** PG&E Staff  
Doris Spingola (FAX)

**DATE:** April 27, 1990  
**TO:** VARIOUS  
**FROM:** INDUSTRIAL RELATIONS  
**SUBJECT:** Clerical Position Evaluation System - Treatment of Red-Circled Employees  
**REGION/BUSINESS UNIT HUMAN RESOURCES MANAGERS:**

Company and Union have reached agreement on the attached clarification of portions of Letter Agreement 89-80 as it applies to red-circled employees.

Of special note is the Parties' agreement to waive the residence provisions of the Agreement for red-circled employees in General Office in that the intent of the language was for employees who would be forced to travel to a new headquarters in order to retain their classification and rate of pay. The result is that red-circled employees in the General Office will be charged if they turn down or decline to bid to a position in the General Office that would allow them to retain their position.

Details of the agreement are contained in the attached LA 90-43.

In addition, Company and Union have reached a separate understanding regarding Title 19's impact on red-circled employees. The parties have agreed that a red-circled employee will be considered in the red-circled classification for lack of work purposes. An employee who displaces into a "red-circled" position will assume the "red-circled status and all of the associated conditions. If you have any questions concerning this issue please direct them to Doris Spingola on extension 223-3420

Richard B. Bradford

DMSpingola(223-3420sc

cc: Russell H. Cunningham

Attachments

## PACIFIC GAS AND ELECTRIC COMPANY

March 6, 1990

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Pursuant to recent discussions between Roger Stalcup of your staff and Sara Johnson of my staff, Company proposes the following as a clarification of Letter Agreement R1-82-111-PGE dated October 6, 1982.

The language concerning red-circled treatment for employees in the Customer Services, Operating and Accounting Lines-of-Progression shall be applied as follows:

Upon having their position red-circled, an employee will receive progressive wage increases and general wage increases until they are reassigned to a non-red-circled position, bid/transfer to another position, or turn down or decline to bid to a position, more than once, that is no more than 30 miles or 45 minutes from their residence. Following the occurrence of any of the above listed situations, such employee will no longer receive progressive wage increases or general wage increases until they either move to a non-red-circled position or the wage rate established for their newly assigned classification equals or exceeds their red-circled rate.

Further, for purposes of this agreement, prebids that must be exercised to avoid being held at the present wage rate are only Subsection 18.8(a) or (b) bids.

In addition, to avoid placing a hardship on employees who may be impacted by provisions of Letter Agreement R1-82-111, the following modification to said agreement is proposed. The words "present headquarters" contained in Section 4.A. shall be replaced with the word "residence." As revised, then, Section 4. A. of Letter Agreement R1-82-111, would state, in part ...and there are prebiddable vacancies within a commutable distance between the employee's residence and the prospective headquarters (30 miles or 45 minutes travel time under ordinary conditions), and the employee elects not to bid...

For the purposes of this agreement, the residence shall be the place of abode for the employee on the date the red-circled designation is assigned to the position. While a red-circled employee may change the location of his or her residence, the commutable distance to a prospective headquarters shall continue to be based upon the residence of record on the date the red-circled designation was assigned to the position.

Further, it is understood that the residence requirement contained in the modified Section 4.A. (or Letter Agreement R1-82-111) does not apply to employees located in the General Office complex, as the intent of said language is for employees who are traveling to a new headquarters. With respect to this specific agreement and Letter Agreement R1-82-111, employees working in the General Office complex are considered to be at one headquarters.

Regarding the Clerical Position Evaluation System Appeals Procedure, as detailed in Chapter VI of the Administrative Guide, Section C - Local Investigating Committee/Step Three, it is understood that the Shop Steward will be designated by Local 1245 to serve as a second Union member to the LIC, on a Region-wide basis.

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.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Richard B. Bradford  
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

April 24, 1990

By /s/ Jack McNally  
Business Manager

nj

DMS Memo to file on 206 Clarification - re:  
206.3 discussion with Darrel Mitchell, February 7, 1989

Issue revolved around Serviceman's rights to go to previous line of progression under 206.5 because of a lack of seniority enabling him to go to RGS at the headquarters.

The case involved two Servicemen and one RGS at the headquarters. One of the Servicemen opted to go to the RGS and the other, because of lack of seniority is denied the RGS at the headquarters. The 206 Clarification says that if because of lack of seniority an employee cannot demote to the next lower classification the employee has no 206.3 rights.

The reason that statement was included was as a prelude to the interpretation that an employee can demote "on paper" and across under 206.4 if there is no "next lower classification" in the headquarters. The statement was made in answer to "what if an employee has a next lower classification but the incumbent is senior?" and the response was that they would not be able to demote on paper. Demotion "on paper" is only an option if the classification does not exist.

In this case, there is a next lower (the RGS) and while the employee does not have an option to it because of lack of seniority, the employee does have an option under 206.3 to demote in the headquarters in the reverse line of progression until he cannot effect a demotion. In this case, the employee can demote to a Helper classification in the headquarters. The employee does have a 206.3 option and therefore does not have a 206.5 option.

Company/Union agreed okay 2/17/89

From Dept of INDUSTRIAL RELATIONS

Relocation Other Than For Lack of Work

December 18, 1987

**REGION AND G.O. HUMAN RESOURCES MANAGERS AND DIRECTORS:**

In response to various inquiries regarding the utilization of Sections 206.17 and 19.16-Relocation Other Than For Lack of Work-the following guidelines are applicable.

Although the Company is still in a systemwide lack of work mode, and in the past we have agreed with the Union that while in such a mode it is not proper to utilize Sections 206.17 or 19.16, in recent discussions with the IBEW we have agreed to apply 206.17 or 19.16, when relocating an entire group of employees. It is not proper to utilize these Sections when relocating a partial group of employees. For example, if you are moving an entire Gas T&D Department or an entire customer services office from one headquarters to another you may utilize 206.17 or 19.16. If you are moving only part of a Gas T&D Department or part of a Customer Services Department to another headquarters, it is not proper to use 206.17 or 19.16 while in a systemwide lack of work mode.

When relocating a partial group of employees, the Region/Department Labor Relations Representative should reach an understanding with the Local Union Business Representative on a proposed application of titles 206 and 19 that is suitable to the particular circumstances involved, under the enabler clauses of those Titles. This proposal should be forwarded to our office along with all applicable details, e.g. names, classifications, etc., and we will then submit it to the IBEW. Provided that you have reached agreement locally on your proposal, we will make every effort to have it back to you within three or four days. If we are unable to reach agreement with the IBEW on an application of 206 and 19 under the enabler clauses, you will then have to use the general provisions of those Titles.

/s/ Richard B. Bradford  
Richard B. Bradford

SJohnson(26274):jt  
cc: Jack McNally

PACIFIC GAS AND ELECTRIC COMPANY

May 12, 1992

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

As a result of discussion between the parties, Company proposes to amend letter of Agreement 92-66-PGE as it relates to Subsection 19.16 and correct it to read 19.16(d), in lieu of 19.16(b).

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.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ Richard B. Bradford  
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

June 1, 1989

By /s/ Jack McNally  
Business Manager

