

## **LETTER AGREEMENT NO.** R2-95-30-PGE



PACIFIC GAS AND ELECTRIC COMPANY INDUSTRIAL RELATIONS DEPARTMENT 201 MISSION STREET, ROOM 1513A MAIL CODE P15A P.O. BOX 770000 SAN FRANCISCO, CALIFORNIA 94177 (415) 973-3425

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W P.O. BOX 4790 WALNUT CREEK, CALIFORNIA 94596 (510) 933-6060

RONALD L. BAILEY, MANAGER OR DAVID J. BERGMAN, DIRECTOR AND CHIEF NEGOTIATOR JACK MCNALLY, BUSINESS MANAGER

April 18, 1995

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

Dear Mr. McNally:

Company proposes to supersede Letter Agreement 95-05 with the provisions specified below due to the recent Company-Union agreement not to proceed with physical bargaining unit employee displacements in the Customer Energy Services Business Unit.

1. The Company will not proceed with any Title 19 clerical employee displacements during the first (current) wave of system-wide physical employee displacements in 1995.

2. The Company may continue to fill clerical vacancies through the regular provisions of Title 18 up until such time as physical bargaining unit employees in the other business units receive their Title 206/306 assignments, except that the regular provisions of Subsections 18.5(b) and (c) are modified by requiring that the Company exhaust the transfer list for entry level clerical vacancies one time before making any unrestricted appointments. Once the transfer list has been exhausted one time, the Company may fill any remaining vacancies in the classification and headquarters through unrestricted appointment.

3. Physical bargaining unit employees who are assigned layoff under Section 206.7/306.7, and who prioritized all of the displacement options which they were qualified to hold, will be given an additional option to displace into available clerical positions that they are qualified for. Clerical options will be provided as soon as possible after 206/306 assignments are made.

a) The list of available clerical positions will be limited to entry level vacancies and positions held by employees hired into entry level clerical positions (except Part-time Service Representative) after January 30, 1995. Local Union No. 1245, IBEW

b) If there are more employees assigned layoff than there are entry level positions as described above, the list will be expanded to include above entry level vacancies that employees are qualified to fill.

Employees will be given 5 workdays to prioritize positions they would accept. Available clerical positions will be awarded based on the seniority of qualified employees who return option lists. Physical bargaining unit employees who accept placement into a clerical position will retain preferential ("a") bidding rights to their previous classification and headquarters.

4. All employees who are assigned layoff under the provisions of Section 206.7/306.7 will also be offered an opportunity to displace Conditional Meter Readers as specified in Letter Agreement 94-112.

5. Physical bargaining unit employees in the rehire pool will be considered for clerical vacancies after clerical employees under the normal Reemployment Provisions.

6. The Company may continue to allow part-time clerical employees to voluntarily work full-time schedules while this letter agreement is in effect. In order to expedite the filling of remaining call center vacancies, the Company may continue to offer vacant shifts/schedules to current call center employees in the same classification, status, and headquarters prior to filling jobs through the normal job bidding and transfer system while this agreement is in effect.

7. The provisions of this letter agreement will apply through the current wave of physical employee system-wide displacements and the next system-wide wave or March 31, 1996, whichever occurs first.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

Zeal Chief Negotiator

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

, 1995

By: Business Manager