

Date: OCTOBER 30, 1990

File #: 741.2

206.10
FRANK: FOR

To: VARIOUS

YOUR INFORMATION

From: GENERAL MANAGER - DISTRIBUTION

FILE COPY

J. CEO

Subject: 1990 General Bargaining Settlement

« PGE Staff



NORM BRYAN
GEORGE CLIFTON
ROGER FLYNN
LEE GUSTAFSON
JOHN KEYSER

BILL MAZOTTI
BEN MONTOYA
PETE NELSON
JIM POPE

Assuming that there is ratification, the 1990 General Bargaining settlement contains an exhibit amending the Physical and Clerical Agreement demotion titles in the event a non-bargaining unit employee is placed into the bargaining unit. Should such placement occur, bargaining unit employees in the department and headquarters will not be impacted by demotion, displacement or layoff for the three years following the placement, unless the previously non-bargaining unit employee leaves that headquarters for any reason.

In order to allay potential concerns on the part of current non-bargaining unit employees, the policy contained in my February 5, 1990 letter on employment security is being expanded. If an employee is granted the right to return to the Physical or Clerical bargaining unit, displacement, layoff or demotion will not be initiated in that classification or higher at that headquarters for three years, or until the employee leaves that headquarters for any reason. The intent of this policy change is not to increase our operating costs but to protect our exempt supervisors that came from the bargaining unit.

This information will be communicated to supervisors when the settlement package is explained to them in meetings that will be held shortly.

VIRGIL ROSE

RRDoering(3-1124):djs

cc: Robert C.


Date: February 5, 1990

File #: 712.8

To: VARIOUS

From: DISTRIBUTION HUMAN RESOURCES

Subject: Employment Security



NORM BRYAN
GEORGE CLIFTON
DICK DRAEGER
ROGER FLYNN
LEE GUSTAFSON

JOHN KEYSER
BILL MAZOTTI
PETE NELSON
TOM O'CONNOR

Employment security is an important issue to many employees. To address employee concerns, Distribution Business Unit is establishing an employment security practice which covers employees returning to the physical bargaining unit. This practice resulted from recommendations made by Redwood Region's Frontline Management Team in their examination of the primary issues affecting firstline construction and service supervisors. In addition to employment security, the team also looked at compensation, benefits, and management support issues. The team will be reviewing internal and external compensation and benefit survey data in February and will develop a proposal for our review.

This letter deals with part of the employment security issue, specifically the right to return to the bargaining unit. The other half of this issue focuses on placement options to other management positions or, if necessary, outplacement assistance. These latter issues will be addressed in the Human Resources policies being developed for CS 90's.

As a result of Letter of Agreement 88-104, employees returning to the bargaining unit cannot use their seniority date for a period of one year for job bidding, transfer, or displacement. To mitigate the impact of 88-104 for management employees who return to the bargaining unit because of lack of work or job elimination, the following policy has been put into effect:

- An employee whose job is affected by lack of work will be allowed to return to the bargaining unit automatically, consistent with Sections 206.10 and 206.16 of the Physical Agreement.
- If an employee is granted the right to return to the physical bargaining unit, displacement, layoff or demotion will not be initiated in that classification or higher at the headquarters until the employee regains seniority. In addition, displacements or demotions into the headquarters that impact the employee's classification or higher will be managed on a temporary additional or other basis without further displacement, demotion or layoff until the employee regains seniority.
- After returning to the bargaining unit, continued application of this provision is dependent upon the employee maintaining a fully satisfactory level of performance in all areas.

Distribution Business Unit Officers
February 5, 1990
Page 2

Please ensure that the employment security package is communicated in person to the supervisors of physical bargaining unit employees as soon as possible. This practice reflects our commitment to this group of employees who are key contributors to our management efforts.

Please contact your Regional Human Resources Manager if you require additional information.

Virg

VIRGIL ROSE

KEMudge(3-2905):bjb

cc: Bill Eddy
Everett Haberman
Wayne Peterson
Paul Pettigrew
Tom Phebus
Paul Poulos
Carl Welte

EXHIBIT XII
ADDENDUM TO TITLE 206 AND 306
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. Supervisor is returned to Lineman 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 Lineman bids out of the Antioch headquarters. Assuming there is no contracting of Electric T&D work, therefore, no 88-104 implications, 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 Electric T&D Department effects a displacement for lack of work and a Lineman has 206.4 rights into Antioch. Since Antioch is not reducing in the Electric T&D Department, the affected Lineman in Antioch would be the one with the least seniority, which may or may not be the former supervisor.

Example 4. Fifteen months after the supervisor's return to the bargaining unit Antioch decides to downsize the Electric T&D Department by reducing the number of Lineman by one. Since a reduction is taking place, the supervisor is the first to be demoted, displaced, or laid off.

Example 5. At any time the supervisor leaves the Antioch Electric T&D 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.