

REVIEW COMMITTEE



PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STREET, ROOM 444
SAN FRANCISCO, CALIFORNIA 94106
(415) 781-4211, EXTENSION 1125

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
(415) 933-6060
R.W. STALCUP, SECRETARY

FILE CLOSED
LOGGED AND FILED

JUN 22 1987

RECEIVED JUN 17 1987

General Construction Grievance No. 3-1620-86-128
P-RC 1194

D.J. BERGMAN, CHAIRMAN

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

June 16, 1987

PHIL G. DAMASK, Chairman
General Construction
Joint Grievance Committee

BARRY J. HUMPHREY, Chairman
General Construction
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 5A(ii) of the grievance procedure, to the Local Investigating Committee for settlement in accordance with the following:

Pursuant to Letter Agreement No. 87-36, this case was withdrawn by the Union without prejudice to the position of the parties.

Therefore, this case is considered closed and removed from the Pre-Review Committee agenda. Such closure should be so noted by the Joint Grievance Committee.

DAVID J. BERGMAN, Chairman
Review Committee

ROGER W. STALCUP, Secretary
Review Committee

MAShort(2-1123):mlp

JACK McNALLY, Business Manager

HOWARD STIEFER, President



IBEW LOCAL UNION 1245

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

P.O. Box 4790, Walnut Creek, CA 94596

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Pacific Gas & Electric Company
Industrial Relations Department
245 Market Street, Room 444
San Francisco, CA 94106

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

Gentlemen:

The following is Union's proposal regarding the implementation of the Decision in the matter of Arbitration Case No. 142:

The use of temporary agency employees shall be limited to less than 90 workdays for clerical work and 110 workdays for IBEW technical classifications unless the parties agree to an extension of such services by a local written agreement.

Those current agency employees at Diablo Canyon Power Plant performing work normally assigned to General Construction clerical or IBEW technical classifications, including those who are performing routine clerical functions in Quality Control, who have been so employed for 90 or more workdays as of the execution date of this agreement or those current agency employees at the Diablo Canyon Power Plant who were first employed to perform work normally assigned to General Construction clerical, technical or other classifications who are now assigned outside General Construction and still performing bargaining-unit work, who have been so employed for 90 or more workdays as of the execution date of this agreement, shall be placed on PGandE's payroll upon successful completion of Item 1 and applicable sections of Item 2 below, as Routine Clerical Assistants, Clerical Assistant, Engineering Aids, Electrical Technicians, Communication Technicians, Instrument Technicians, Apprentice Technicians or Telephone Installers or other appropriate classifications which most closely fit their current assignment. Those agency employees with 90 or more workdays but less than six month's continuous service shall be casual or probationary as appropriate. Those current agency employees who have completed six months of continuous service as defined in Subsection 106.5(b) of the Physical Agreement shall have regular status and shall be afforded all rights and benefits which attach to regular status.

Should any of these employees submit bids for jobs outside of General Construction, their consideration shall be subject to the provisions of Section 205.11 (18.11) or 205.14 (18.13).

June 3, 1987

Follow up:			
R 2-87-38			
IWB	INDUSTRIAL RELATIONS		SJJ
DJB			MAS
CFP	JUN 04 1987		DMS
HCW	SLC	TAM	RRD
JAM	SEE ME	REPLY FOR MY SIGN	MMC
	FVI	FOR YOUR RECOMM.	LSC
		HANDLE	
		FILE	

The following provisions shall apply to the employees covered by this agreement.

1. Prior to placing any of the affected agency employees on PGandE's payroll, Company's customary pre-employment criteria must be successfully met. This would include all items under No. 1 and appropriate items under No.2:
 - (a) Completion of an application for employment.
 - (b) Pre-employment physical examinations.
 - (c) Pre-employment drug screening.
2.
 - (d) Clerical test battery (passing score = 159 points for the implementation of this agreement only) with the assumption the person's job performance in satisfactory. Denial of conversion from agency status to employee status on the basis of unsatisfactory job performance shall be subject to review in the grievance procedure.
 - (e) Physical test battery.
 - (f) Appropriate qualifying test as established in other agreements between the parties for employees entering technical classifications.
3. Prior to placing any of the affected agency employees on PGandE's payroll in the classification of Electrical Technician, Communication Technician, Instrument Technician or other appropriate technical classification, Company shall offer such placement to any current General Construction employee who is qualified for and interested in such placement, pursuant to the provisions of Section 305.5 of the Physical Agreement.
4. Service and status as defined in Section 106.3 and Subsection 106.5(b) shall be computed based upon the latest date of hire as an agency employee except that for the purposes of Title 206 or 306, in which case, the service date shall be December 22, 1986. Should more than one of those employees be affected by the application of Title 206 and 306, the date upon which each person was last hired as an agency employee at the Company will be used to determine service as between such former agency employees. These provisions will remain in effect until such time as the parties renegotiate Title 206 and 306 of the Agreement.
5. Wages and benefits shall apply prospectively from July 1, 1987. The wage rates and eligibility for benefits shall be determined by giving credit for time worked since the latest date the employee came to work for PGandE through an agency.
6. Agency employees placed on Company's payroll, pursuant to this implementation agreement shall be considered as new employees in their work groups for the purposes of such things as shift preference, work section preference, overtime distribution, vacation and floating holiday scheduling.

7. Those current PGandE employees who were hired between April 15, 1985 and the execution date of this agreement from a temporary agency, after having worked 90 workdays or more as an agency employee, shall be granted Service dates retroactive to the latest date of hire as an agency employee except for the purposes of Titles 206/306 their service date shall be the date of hire at PGandE.
8. Company will pay to Union, dues for each of the agency employees who are converted to PGandE employees from 30 days after starting work at PGandE through an agency or from April 15, 1985, whichever is more recent, until the execution date of this agreement.
9. Company will pay to Union, dues for any agency employees whose services have been terminated but who worked for a period in excess of 6 months between April 15, 1985 and the execution date of this agreement. Company shall not pay dues for the first 30-day period for any of the aforementioned.
10. In no event shall Company pay Union dues for an agency employee during any period when such agency employee was assigned to work not normally performed by employees in the physical or clerical bargaining unit.
11. Company shall provide to Union a complete accounting of dues paid to Union pursuant to items 8 and 9 above, including name, social security number, period covered, and whether such dues are paid pursuant to Item 8 or Item 9.
12. A Clerical Assistant classification may be used on the Diablo Canyon, Helms, and Geysler projects and on any future projects agreed to in writing by Company and Union.

A Routine Field Clerk or Field Clerk may displace a Clerical Assistant who has the least Company service before being subject to layoff under the provisions of Title 306 of the Agreement and retain their classification and wage rate.

A Routine Clerical Assistant or Clerical Assistant shall be considered for transfer as a Routine Clerical Assistant or Clerical Assistant to another project. A Clerical Assistant shall be considered for promotion under the provisions of Section 305.5 for promotion to Routing Field Clerk on the basis of service once such Clerical Assistant has submitted a written request to the appropriate General Construction Manager.

13. Union agrees to settle the following grievance by withdrawing the grievance without prejudice to its position as part of this implementation agreement:

General Construction Grievance No. 03-1620-86-128, Pre-Review Committee File No. 1194.

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.

Yours very truly,

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

June 3, 1987

By Jack Wilkey
Business Manager

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

PACIFIC GAS AND ELECTRIC COMPANY

June 4, 1987

By I. W. Bonbright
Manager of Industrial Relations