



**Pacific Gas and  
Electric Company**

# LETTER AGREEMENT NO. 16-13-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4401

ROBERT JOGA  
SENIOR DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

TOM DALZELL  
BUSINESS MANAGER

April 5, 2016

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

The Company and Union (the "parties") met on February 16, 2016, to discuss revisions to Section 206.15 of the Agreement. The parties agreed to make revisions to Section 206.15 as follows:

## 206.15 DEMOTION OF UNIT EMPLOYEE

- a) An employee who is demoted for any reason other than for lack of work may be placed in a vacancy created in such employee's headquarters by the promotion of one or more employees to fill the job which the demoted employee vacated. If no such vacancy occurs, the employee may be (1) demoted to a vacancy in a lower classification in the Demotion Area in which he/she is employed; or (2) if no such vacancy occurs, the employee may be demoted to a vacancy in a lower classification in the ***Demotion Unit*** in which he/she is employed; ***or (3) if no such vacancy occurs, the employee may be demoted to a vacancy in a lower classification on a system-wide basis including all entry level vacancies***, which the employee is qualified to fill. If this section is applied, an employee shall be demoted to a vacancy in the first successively lower classification which the employee is qualified to fill. ***(Amended 04/05/16)***
- b) By written agreement between the Company and the Union, an employee may be placed into a vacancy created by the Company.
- c) ***In the event an employee is demoted and is not placed in a vacancy as described in Section 206.15 (a) or (b) above, the Company shall provide the employee with a list of unrestricted IBEW represented vacancies within the Company system-wide that, if qualified, the employee shall be required to apply for. The employee shall also be required pursuant to Title 205 to submit bids and transfers to positions for which the employee is qualified. For the purposes of qualification***

*under this Section, the employee will be allowed a reduced retest period for completing required testing, in accordance with the current Demotion and Layoff Employee Handbook (last revised March 9, 2009).*

- d) *In the application of Section 206.15 (c), employees shall be provided 60 calendar days from the date the list of vacancies is provided to the employee to secure a position that he/she is qualified to fill. During this 60-day period, the employee shall continue to be paid the same base rate of pay in effect when the employee was given notice of demotion. Upon the employee's request to the Company during the 60-day period, he/she shall receive assistance from the Company human resources or recruitment representative(s) with any questions and concerns regarding the bid and/or job placement process. By mutual agreement, the Company and Union may extend the 60-day period.*
- e) *In such cases where an employee does not secure a position as outlined in (a), (b), and (c) above, the employee may be administratively laid off and shall be provided rehire rights pursuant to Section 206.13, however will not be eligible for severance under Exhibit XIV.*

*If at any time an employee is offered a position under the provisions of this section in which he/she is qualified to fill and declines the offer, the employee will be deemed to have resigned from the Company. Exceptions may be granted by mutual agreement between the Company and the Union.*


This agreement will be incorporated during the next revision to the Physical Collective Bargaining Agreement.

This agreement has been discussed with Senior Assistant Business Manager Joe Osterlund, Assistant Business Manager Kit Stice, and IBEW 1245 Staff Attorney Alex Pacheco.

If you agree, 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:   
Robert Joga  
Senior Director and Chief Negotiator

The Union is in agreement.

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

April 14<sup>th</sup>, 2016

By:   
Tom Dalzell  
Business Manager