

LA:397

PACIFIC GAS AND ELECTRIC COMPANY

PG&E + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211

March 12, 1969

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 584
Walnut Creek, California 94597

Attention: Mr. Ronald T. Weakley, Business Manager

Gentlemen:

With reference to Mr. Mitchell's letter of February 20, the Company proposes the following procedure for Company employees on a Union leave of absence who intend to continue on with Union following the expiration of their leave. The sole purpose of the procedure will be to vest "credited service" while on the Union leave of absence.

A Union representative who intends to continue on with Union following the expiration of a leave of absence granted under the provisions of Section 6.6 of the Clerical Agreement of July 1, 1953, as last amended, or Section 101.6 of the Physical Agreement of September 1, 1952, as last amended, shall notify the Division Manager in the Division where he last worked that he intends to return to Company's employment on the first work day following expiration of the leave. The employee will further request that he be granted that work day off with permission, without pay, for personal business, and further informing the Division Manager that the employee intends to resign effective at the beginning of the following work day to continue in the employment of Union.

It is further understood and agreed that this procedure will be limited to the express purpose of providing "credited service" (as defined for the Retirement Plan) for the period of the leave of absence to determine the employee's pension benefits under the Benefit Agreement. Such employee shall not thereby become entitled to any other provision of the Benefit Agreement or provisions of the Labor Agreements, policies, or practices of Company.

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 *W. 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

April 1, 1969

By *Ronald T. Weakley*
Business Manager

RONALD T. WEAKLEY, Business Manager

ROLAND W. FIELDS, President

February 20, 1969

Mr. I. W. Bonbright
Manager of Industrial Relations
Pacific Gas & Electric Company
245 Market Street
San Francisco, California

Dear Mr. Bonbright:

This will confirm our telephone conversation of February 18, 1969, regarding a procedure for handling the return from a Union leave granted under Title 6 of the Clerical Agreement between Pacific Gas & Electric Company and Local Union 1245, I.B.E.W., dated July 1, 1953, as amended.

I have informed Mrs. Shirley M. Storey to submit a request for reinstatement of her employment with PG&E to Mr. Ellis Langley, Manager, San Jose Division (her place of employment before the granting of her leave) on March 1, 1969, which day immediately follows expiration of her leave of absence for Union business. She will also submit a written request that March 3, 1969, her first regular work day, be granted to her as a day off for personal business.

It is my understanding that she will be reinstated on March 1, 1969, and her request for the day off for personal business on March 3, 1969, will be honored. This action will thus provide the accrual of Company seniority for the period of the leave as provided under the provisions of Title 6, Section 6.7; and will also become "credited service" for determining pension benefits under the first paragraph of Section 6, Part II of the Union Pension Contract, as amended by our agreement resulting from negotiations on the 1969-1974 Union Benefit Agreement.

It is my understanding further that she will be free to submit her resignation effective March 4, 1969, if she so desires, without impairment to her accrued "credited service" while on leave, or any other rights under the Union Benefit Agreement which are available to others with her same status and seniority when they sever.

Mr. I. W. Bonbright

-2-

February 20, 1969

I would suggest that in the language of our new Benefit Agreement, such procedure, or a satisfactory substitute, be spelled out for both Contracts so that no future problems will arise should other persons on leave of absence for Union business be returned to work under similar circumstances.

Very truly yours,

L. L. Mitchell
Senior Assistant
Business Manager

LLM:do

La 397

36

PACIFIC GAS AND ELECTRIC COMPANY

PG&E + 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211

I. WAYLAND BONBRIGHT
MANAGER
INDUSTRIAL RELATIONS

April 10, 1969

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 584
Walnut Creek, California 94597

Attention: Mr. Ronald T. Weakley, Business Manager

Gentlemen:

Reference is made to your letter of April 1, 1969 concerning the letter of agreement reinstating employees from a Union leave of absence.

The second paragraph of your letter seems to set forth certain "entitlements" that accrue to such employees returning from a leave of absence. Although we may not specifically disagree with each of the enumerated items, we believe that the statements go beyond the purpose and the intent of the letter of agreement. The agreement was intended to provide merely a means of reinstating an employee returning from a Union leave of absence without necessity of his physically reporting to work.

The letter of agreement was neither intended to take away any benefits that might accrue to such employees while they were on leave of absence nor was it intended to provide benefits that are either not a matter of policy or negotiation. We do not disagree with the essence of your letter which appears to be that such an employee who "returns to work" in accordance with the outlined procedure shall not be deprived of any benefits which accrue to such an employee while on a Union leave of absence.

Yours very truly,

IWBonbright

Called IWB Apr 17, 1969 - no intent to recover an idea of taking anything away from person while on leave or retroactively recover any benefits. Both parties agree in essence to last paragraph as basis for person on leave. We need to continue correspondence. Our cover letter + letter agreement with this one should be enough to thoroughly confer the issue -
I.M.

LVB:RS