



IBEW LOCAL UNION 1245

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

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87-34-PGE

February 19, 1987

Pacific Gas and Electric Company
245 Market Street, Room 444
San Francisco, California 94106

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

Gentlemen:

Attached is a Labor Agreement Clarification of Title 19 - Demotion and Layoff Procedure of the Clerical Agreement. After numerous discussions and meetings on this subject, it was mutually agreed that further clarification was needed in order to present a consistent approach throughout the system when applying this Title.

The parties agreed that this Clarification will supersede the provisions of Letter Agreement 86-51 of June 24, 1986 and that the provisions of Letter Agreement 82-29 are to be used in conjunction with this Clarification. It was also agreed that there is a need to review the Department designations of all employees for the purpose of properly identifying the Department in which the employees may exercise rights, pursuant to Title 19. The designation shall be subject to review and concurrence of the local Business Representative or in the case of a dispute, proper subject for the grievance procedure. Such review shall be completed prior to implementation of a Title 19 demotion and/or layoff within a Division.

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

Yours very truly,

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO,
LOCAL UNION 1245

By *Jack McNally*
Business Manager

Pacific Gas and Electric Company is in accord with the foregoing and attachment and agrees thereto as of the date thereof.

PACIFIC GAS AND ELECTRIC COMPANY

20 February, 1987

By *I. W. Bonbright*
Manager of Industrial Relations

LABOR AGREEMENT CLARIFICATION

Subject: Title 19, Demotion and Layoff Procedure

This clarification is issued to define terms and clarify the application of the provisions of Title 19.

A. SECTION 19.1 – GENERAL RULES

1. Title 19 applies to regular employees only. Probationary employees are not covered under this Title. (See 18.2(a).)
2. Part-time, intermittent, and full-time employees will be treated as separate groups for purposes of Title 19, i.e., part-time employees may displace other part-time employees but no others. (See 85-110.)
3. Subsection 19.1(a) provides that employees have 18.5(a) and 18.8(a) rights upon notice of demotion or displacement.

For example: A Sr. Operating Clerk I-Electric, who has been given notice, would have accelerated rights to any vacancy in a Sr. Operating Clerk I, Operating Clerk or Utility Clerk-Operating classification in the system. In order to exercise these rights, employees must submit transfers, prebids or postbids.

4. Subsection 19.1(b) provides that service is as defined in Section 17.3 of the Labor Agreement, unless otherwise defined by Letter Agreement, Review Committee Decision, or Arbitration award.

For example, see Letter of Agreement #86-77.

5. Subsection 19.1(c) provides that for each succeeding section of this Title a vacancy(s), if one or more exists, is considered to be the junior employee for that classification.

For example, if an Operating Clerk elects to utilize Section 19.3 to demote a Utility Clerk and a vacancy in that classification at that headquarters exists, the vacancy shall be filled instead of displacing the junior Utility Clerk at the headquarters.

If the Operating Clerk elects to utilize Section 19.4 to maintain the employee's classification and an Operating Clerk position is vacant in the Division, the vacancy shall be filled instead of displacing the junior Operating Clerk in the Division.

6. For the purpose of this Title, a vacancy is any position the Company intends to fill on a regular basis. An employee may elect to fill, at the employee's option, a temporary additional vacancy.

Note: This may lead to further displacement in the future.

7. Subsection 19.1(d) provides that all beginning level jobs, and other classifications specifically agreed to by the parties, are considered to be at an equal wage rate. (See 18.5(f).)

8. Subsection 19.1(e) provides that an employee temporarily upgraded (in or out of unit) has options based only on the employee's regular classification, headquarters and line of progression.
9. Positions held by employees not on the active payroll shall be affected by demotion, displacement or layoff, but such employees shall effect their options upon return to the active payroll.
10. Subsection 19.1(f) provides that employees will have the opportunity to become qualified during the period of notice or until demotion or layoff occurs, in accordance with the provisions of Letter Agreement 82-29.

B. SECTION 19.2 - NOTICES

1. The word "days", for the purposes of this Section, except for layoff, is defined as workdays.
2. For the purposes of administering Subsections 19.2(a), (b), and (c), time periods can be combined without reducing the total number of workdays allowed for in each Subsection, i.e., (a) - five days; (b) - two days; (c) - three days.
3. A combination of (a) and (b) would allow an employee a total of seven workdays to respond. A combination of (a), (b), and (c) would allow an employee a total of 10 workdays to respond.
4. Subsection 19.2(e) provides that an employee will not be required to report to a new headquarters any sooner than 10 workdays from the date of notice.
5. Any notice to an employee required by this Title must be given to the employee personally.

C. SECTION 19.3 - DEMOTION IN LINE OF PROGRESSION

1. Options under Section 19.3 will be offered at the same time as those options that are available under Section 19.4(a) and, if applicable, (b).
2. The reverse order of the normal line of progression is defined as the successively lower classifications in the department and headquarters affected by the lack of work situation.
3. The three clerical lines of progression are Customer Services, Operating, and Accounting. Letter of Agreement 85-165 is the clarification of the Accounting line of progression.
4. The departments for the Customer Services and Operating lines of progression are:

Customer Services Line of Progression

Customer Services (shall include those employees performing primarily Customer Services functions and some Marketing functions)

Marketing

**Division/District
Manager's Office** (Affected employee can only displace into bargaining unit classifications in these offices)

Operating Line of Progression

**Electric
Gas
General Services
Pipe Line Operations
Materials Distribution
Design Drafting
Reprographics**

NOTE: Employees working in a Combined Operating Clerical Unit shall demote/displace to the Gas or Electrical Department, depending on the department in which the employee last worked. If the employee has always worked in a Combined Operating Clerical Unit, then the employee may exercise rights to displace the junior employee in the appropriate Gas or Electric Department, i.e., if the junior Utility Clerk in the headquarters happens to be in a Gas Department, the displacing Operating Clerk will displace into the Gas Department. If the junior Utility Clerk at the headquarters is in the Electric Department, the displacing Operating Clerk will displace into the Electric Department.

5. The reverse normal lines of progression for Customer Services are:

Customer Services Department

**Senior Service Representative II
Senior Service Representative I
Service Representative
Utility Clerk**

**Credit Representative or Senior Meter Reader
Meter Reader**

Marketing Department

**Senior Service Representative II
Senior Service Representative I
Service Representative
Utility Clerk**

6. The reverse normal line of progression for the Operating Departments are:

Appropriate Department as listed in 4 above.

Senior Operating Clerk II
Senior Operating Clerk I
Operating Clerk
Utility Clerk

Pipe Line Operations Department (Gas Chart Office)

Senior Gas Accounting Clerk II
Senior Gas Accounting Clerk I
Gas Accounting Clerk
Gas Chart Calculator

7. Sections 19.3, 19.4 – same classification: Includes derivatives of the primary classification plus secondary requirements, i.e., combination classifications (base classification plus skills, such as Credit Representative and Meter Reader or Utility Clerk-Typist) and dual classifications (primary classification listed first, such as Utility Clerk/Meter Reader.) However, if the displacing employee does not possess the necessary secondary requirement, such employee shall then be allowed to displace the junior employee in the base classification (the one which has no secondary requirement).
8. If there is no next lower classification in the department at the headquarters to which the employee can be demoted, they will still be considered as demoted on a step-by-step basis to the next lower classifications on paper and offered rights under 19.4 at the same time. For example:

EXAMPLE I:

Classification to be eliminated is a Senior Operating Clerk II – Electric – (old) Sacramento Division, Sacramento. Employee in classification has more than three years service.

The headquarters has a Senior Operating Clerk II and a Utility Clerk Typist.
No other clerical positions exist at the headquarters.

There is no junior Sr. Operating Clerk II-Electric in (old) Sacramento Division [19.4(a)] and the most junior Sr. Operating Clerk II-Electric in the System [19.4(a)] is in Santa Cruz.

OPTION 1:

Employee has simultaneous options to demote under 19.3 to a Sr. Operating Clerk I or displace to Santa Cruz as a Sr. Operating Clerk II.

Employee declines to displace to Santa Cruz and is placed into Sr. Operating Clerk I-Electric (on paper).

There is no junior Sr. Operating Clerk I-Electric in Sacramento Division and the most junior Sr. Operating Clerk I-Electric in the system is in Redding.

OPTION 2:

Employee has simultaneous options to demote under 19.3 to an Operating Clerk or displace to Redding as a Sr. Operating Clerk I.

Employee declines to displace to Redding and is placed into Operating Clerk I-Electric (on paper).

There is no junior Operating Clerk-Electric in Sacramento and the most junior Operating Clerk-Electric in the system is in Oakland.

OPTION 3:

Employee has simultaneous options to demote under 19.3 to a Utility Clerk-Typist - Electric or displace to Oakland as an Operating Clerk.

Employee cannot demote in headquarters to Utility Clerk-Typist because of lack of the typing skill and therefore must displace to Oakland as an Operating Clerk.

Employee does not have 19.3 entitlement, and while 19.4 is available, does not elect to use that option. Employee can then proceed to Section 19.5.

Employee's employment history, prior to the Operating line of progression was in Customer Services as a Clerk D - 2½ months and a Meter Reader - 5 months. Employee does not have eligibility for 19.5 entitlement because he did not work six months or more in either classification.

Employee has a 19.4 option available and therefore does not have entitlement under 19.6.

In the application of the above, Options 1, 2 and 3 would be offered to the employee at the same time due to the fact that there are no Sr. Operating Clerk I or Operating Clerk classifications in that department at the headquarters.

EXAMPLE II:

Classification to be eliminated is a Senior Service Rep. II-Marketing, Vallejo, where there is no intermediate next lower, but there is a Service Rep. and a Utility Clerk-Typist. Employee has more than three years company service.

There is no junior Sr. Service Rep. II-Marketing, North Bay Division and the most junior Service Rep II-Marketing in the System is in Sunnyvale.

OPTION 1:

Employee has simultaneous options to demote, under 19.3, to a Senior Service Rep. I-Marketing, Vallejo (on paper), or displace under 19.4(a) to Sunnyvale to Sr. Service Rep. II-Marketing.

Employee declines to displace to Sunnyvale and is placed into Sr. Service Rep. I-Marketing, Vallejo (on paper).

There is no junior Sr. Service Rep. I-Marketing, North Bay Division or in the System. Therefore, at this level, employee now has rights under 19.4(b) to displace junior Sr. Service Rep. I in North Bay Division (no department restriction.) The most junior Sr. Service Rep. I in the Division is headquartered in Ukiah Customer Services.

OPTION 2:

Employee has simultaneous options to demote, under 19.3, to a Service Rep.-Marketing, Vallejo, or displace to Ukiah as a Sr. Service Rep. I-Customer Services.

Because there is a Service Rep-Marketing in the headquarters to which this employee can demote, employee's options end here.

In the application of the above, Options 1, and 2 would be offered to the employee at the same time due to the fact that there was no Sr. Service Rep. I in that department at the headquarters.

D. SECTION 19.4 – ELECTIONS TO CHANGE HEADQUARTERS OR DEPARTMENT

1. 19.4 options are to be available at the same time as options under Section 19.3.
2. The options available under the provisions of 19.4(a) are limited to the same department, classification, and line of progression.
3. The options available under 19.4(b) are available only if there are no 19.4(a) options available and are restricted to the same classification regardless of the department and line of progression.
4. Subsection 19.4(c) assures that an employee's options under 19.4(a) shall be based upon the employee's classification prior to being given notice of demotion or displacement under Section 19.2.

E. SECTION 19.5 – ELECTION TO RETURN TO PREVIOUS LINE OF PROGRESSION

1. This election is available only to those employees who have no election available under 19.3 and have no election under 19.4 or opts not to make an election under 19.4.
2. This section could include a return to a line of progression covered by the Physical Bargaining Unit, or the same or another classification in another line of progression in the Clerical Bargaining Unit.
3. The determination of six months is an accumulation of time in the specific classification only, i.e., an Operating Department clerk who has previously been in the Customer Services Line of Progression and worked for 5½ months as a Meter Reader and 4 months as a Utility Clerk in Customer Services does not have the required 6 months.

F. SECTION 19.6 – BUMPING EMPLOYEE IN BEGINNER'S JOB

1. This election is available to only those employees who have no elections available under 19.3, 19.4, or 19.5.
2. This displacing employee can only exercise such rights to beginning classifications within the Clerical Bargaining Unit. (See Title 18 for list of beginning classifications.)
3. The junior employee is bumped or the vacancy is filled as appropriate, regardless of Line of Progression or Department.

G. SECTION 19.7 – LAYOFF

1. An employee can elect layoff in lieu of exercising options under 19.4, 19.5 or 19.6.

Further, an employee not affected by this title may elect to take a layoff under this title, thereby reducing the number of employees affected.

H. SECTION 19.8 – MOVING ALLOWANCE

1. There is no time limit on when the move should occur, but employee must file a notice of intent within 90 days of transfer. (See page 121 of the Clerical Agreement.)
2. An employee is not required to move within a commutable distance (45 minutes or 30 miles), but must move closer to new headquarters.

I. SECTION 19.9 – ACCELERATED PROMOTION

1. Subsection 19.9(a) provides that employees who do not exercise their rights under this subsection to return to their former status (classification and headquarters) forfeit their rights under 19.9(a). In order to exercise these rights, employees must have prebids and/or transfers on file to their former classification and headquarters at all times.
2. Subsection 19.9(b) allows demoted employees accelerated rights to return to their former classification without regard to location.
3. Subsection 19.9(b) also provides that demoted employees have accelerated rights to any vacancy in their former classification and all intermediate classifications in the reverse line of progression. This option is not restricted to the normal line of progression. (See FFC 567-77-164.)

EXAMPLE:

A Sr. Service Rep. I–Customer Services in Concord who has been demoted to Utility Clerk–Operating in Richmond has the following 18.8(a) and 18.5(a) prebid and transfer rights:

- (a) 18.8(a) prebid rights to Service Rep. Customer Services or Marketing – any headquarters in system on a one-time basis only.
- (b) 18.8(a) prebid rights to Sr. Service Rep. I–Customer Services or Marketing – any headquarters in system on a one-time basis only. Once employees have regained their classification under 19.9(b), they still have 19.9(a) rights back to their former headquarters, i.e., Sr. Service Rep. I – Customer Services, Concord.

J. SECTION 19.10 – DEMOTION TO UNIT FROM OUTSIDE

- 1. When the Company demotes a non-unit weekly employee into the bargaining unit, such employee shall be reclassified at the current headquarters and Department to the equivalent bargaining unit classification and thereupon be entitled to exercise the rights set forth in Title 19. For example:
 - 2. a) A Secretary C, Customer Services would be reclassified to a Service Representative, Customer Services.
 - b) A Secretary C, Marketing would be reclassified to a Service Representative, Marketing. (Personnel Clerks are to be reclassified to an equivalent classification in the Division/District Manager's Offices.)
 - c) Personnel Clerks would be reclassified to equivalent classification in the Division/District Manager's Offices, i.e., a Sr. Personnel Clerk I would be reclassified to a Sr. Service Representative I; a General Clerk would be reclassified to a Utility Clerk–Customer Services.
 - d) Such employees displaced from their headquarters but not demoted would only have 206.9(a) rights under Title 18.
- 3. When the Company demotes a supervisory or other monthly employee into the bargaining unit, such employee shall be reclassified at the current headquarters and Department to the highest classification previously held by the employee in the bargaining unit and thereupon be entitled to exercise the rights set forth in Title 19. If the supervisory/monthly employee has not previously worked in the bargaining unit, then that employee shall be reclassified to a beginning classification in that Department and headquarters. Such employee cannot displace another employee with greater service.

EXAMPLE 1:

- a) Company is to eliminate a non-bargaining unit Secretary B–General Services Department, Stockton (employment date of January 28, 1972) due to lack of work. Company may elect under 19.10 to reclassify the employee to a Senior Operating Clerk I–General Services, which results in too many Sr. Operating Clerks I at the headquarters. The least senior of the Sr. Operating Clerks I has an employment date of May 15, 1974. The reclassified non-bargaining unit clerk displaces the junior Senior Operating Clerk I, who then exercises Title 19 rights.

- b) If non-bargaining unit Secretary B is the junior Senior Operating Clerk I at the headquarters then he/she is given the appropriate options under Title 19.

EXAMPLE 2:

- a) Company is to demote for lack of work a Customer Services Supervisor who held the classification of Clerk B, Customer Services Department, prior to leaving the bargaining unit. Such supervisor would be reclassified to Senior Service Representative I (formerly called Clerk B), Customer Services Department, and thereupon exercise rights set forth in Title 19.
- b) If the Customer Services Supervisor had not previously worked in the bargaining unit, such supervisor would be reclassified to Utility Clerk or Meter Reader, Customer Services Department, and thereupon exercise rights set forth in Title 19.

EXAMPLE 3:

- a) If Company elects to demote a Residential Conservation Services Auditor who has not worked previously in the bargaining unit. Such employee would be reclassified to Utility Clerk-Marketing Department, and thereupon exercise rights set forth in Title 19.

K. SECTION 19.11 - NOTICE OF LAYOFF

1. An employee will be given no less than 10 calendar days notice of layoff.
2. These provisions do not apply to an employee who does not have regular status.

L. SECTION 19.12 - ENABLER

This section permits modification of any provision of Title 19 by written agreement between Company's Manager of Industrial Relations and Union's Business Manager.

M. SECTION 19.13 - RE-EMPLOYMENT PROVISIONS

1. Applies to any regular full-time employee who has been laid off for lack of work for a period not in excess of one year.
2. Company shall notify such employee when a vacancy exists in a beginner's job in the Division from which such employee was laid off.
3. Company shall send a notice by certified mail and return receipt requested to the last mailing address furnished by the laid-off employee. (See 87-17.)
4. Priority shall be given to employees in the reverse order of layoff.

5. Such employee must respond within seven working days from the date notice is mailed and advise Company of acceptance of re-employment. If employee fails to respond, employee will be considered terminated.

If the employee responds but declines the offered job, he/she will remain on the rehire list.
6. If employee declines or fails to respond within given time, Company will send a notice to the next employee on the laid-off list.
7. Employees recalled shall report to work within 7 calendar days after advising Company of acceptance.
8. An employee who fails to report within such time will be considered terminated with no further employment rights under this Section.
9. An employee returning to a beginner's job under provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which he returns.
10. Such rehired employee has 19.9 rights once rehired.