

## LETTER AGREEMENT

91-157-PGE



Pacific Gas and Electric Company Industrial Relations Department 215 Market Street San Francisco, California 94106 [415] 973-1125 International Brotherhood of Electrical Workers, AFL-CIO Local Union 1245, IBEW P.O. Box 4790 Walnut Creek, California 94596 [415] 933-6060

Ronald L. Bailey, Manager or David J. Bergman, Director and Chief Negotiator

Jack McNally, Business Manager

October 2, 1991

Local Union No. 1245 International Brotherhood of Electrical Workers, AFL-CIO P. O. Box 4790 Walnut Creek, CA 94596

Attention: Mr. Jack McNally, Business Manager

## Gentlemen:

Attached is a Memorandum of Understanding as a result of discussions with Roger Stalcup of the IBEW and Rick Doering and Doris Spingola of PG&E.

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.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

Manager of Industrial Relations

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

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

**Oct 28** , 1991

Business Manager

## MEMORANDUM OF UNDERSTANDING

Contract Section: 206.9

At Issue: A former Troubleman demoted to Lineman in Vallejo is contemplating a move to Lineman in General Construction

Under 206.9 language, an employee who has been demoted or transferred under the provisions of this Title who thereafter voluntarily removes him/herself from the Line of Progression to which the employee was previously transferred or demoted shall not be given consideration under this Section.

The question is whether or not the employee's move to General Construction constitutes a "change in Line of Progression."

The parties reviewed 205.7 and the employee would be treated as a "C" bidder to classifications in Electric T&D which implies that the employee is out of the bidding unit and in the line of progression.

Section 306.6 states that an employee may displace the Region employee with the least Service in a beginner's classification in the same normal Line of Progression."

The Parties then discussed the language of 206.9 and the intent of cutting off an employee's "A" rights once he/she moves to another Line of Progression. The parties agreed that the intent is that by moving to another Line of Progression the employee is electing a new career path and, in doing so, is signalling an abandonment of interest in the former career path. The Parties agree that a move into General Construction is electing a new career path and therefore agree that the employee is voluntarily relinquishing 206.9 rights.