

No. 92-49-PGE



Pacific Gas and Electric Company Industrial Relations Department 201 Mission Street, 1513A San Francisco, California 94105 [415] 973-3420

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

April 1, 1992

Mr. Jack McNally 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

This letter cancels and supersedes our letter dated March 9, 1992 on the same subject.

In the 1987 bargaining, the IBEW proposed an amendment to Section 205.3 of the Physical Agreement intended to reflect the provisions of RC 1005. RC 1005 was a settlement impacting Section 18.3 of the Clerical Agreement and was a part of Exhibit A of that agreement.

As a result of the 1987 settlement package the proposed language was included in 205.3 and subsequently printed under 18.3. Both provisions failed to produce the intent of RC 1005 and in 1990 language was placed in both agreements to cover all of the provisions of that Review Committee decision.

It has just come to our attention that Subsections 205.3 and 18.3 do not contain identical language and that the language that appears in the Clerical Agreement is inaccurate. We believe that in the printing of the Clerical Agreement an extra word was inadvertently inserted which changes the meaning as it was intended to reflect. This has been discussed with Mr. Darrel Mitchell.

Company, therefore, proposes to amend Subsection 18.3, pursuant to Section 18.17 of the Clerical Agreement, as follows:

(b) If the vacancy cannot be filled as outlined in (a) above, and if there is no next lower classification in the headquarters and the temporary vacancy is for more than one week and the Company still desires to fill the temporary vacancy, the senior qualified prebidder [residing] within the Bidding Unit residing within a commutable distance (30 miles or 45 minutes road time) from the headquarters shall be offered the vacancy.

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 Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

Director and Chief Negotiator

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

Upil 16 ,1992

Business Manager