

LETTER AGREEMENT No.



R1-91-99-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

November 1, 1991

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, CA 94546

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This cancels and supersedes our letter dated July 23, 1991 to reflect changes proposed in Union's letter of October 25, 1991. Pursuant to Sections 205.19 and 18.17 of the Physical and Clerical Agreements, Company proposes the following procedures for the application of the hardship transfer provisions of the Physical and Clerical Agreements (i.e., Sections 205.17 and 18.15). The purpose of these Sections was to allow the Company, through agreement with the Union, to fill a job vacancy by appointing an employee who requests the position for reasons of urgent necessity. Urgent necessity includes impairment of the employee's health or that of a member of the employee's family or the lack of educational facilities for the employee's children in the location in which he/she is currently employed.

Following are the procedures to be utilized:

- An interested employee must write to the Human Resources Department of his/her division (or General Office department), explaining the circumstances and request a transfer pursuant to the provisions of Section 205.17 (physical) or Section 18.15 (clerical), whichever is applicable.
- 2. The Division or Department Human Resources Department must then undertake a preliminary investigation to determine whether or not a bona fide reason exists to apply the appropriate section. For situations involving impairment of an employee's health or that of a member of the family, medical documentation is required.

- 3. If the Human Resources Department believes that the matter should be pursued, they then contact the IBEW Business Representative assigned to that area and both will make a thorough investigation to determine whether a hardship exists. If they agree a hardship exists, then they must then prepare a list of <u>all</u> locations in the Company that could alleviate the problem.
- 4. This list must be forwarded to the Human Resources Manager and Business Representative of each division (and/or General Office department) where such a location is identified. Each of these locations must also agree, in writing, that hardship transfer consideration should be afforded the employee. To avoid conflicting responses to an employee, all of the divisions solicited for hardship consideration should communicate with each other.
- 5. The first vacancy in any of the listed locations to any classification to which the employee is qualified to fill that does not have a higher wage schedule than the employee's current classification must be offered to the employee. If the employee declines such offer without a substantial reason or the Company does not make such an offer, the entire matter shall be dropped at this point, and the 205.17/18.5 request is invalidated.
- 6. If the individual accepts the offered position, a written agreement must then be prepared and signed by both the host and receiving Division Human Resources Managers and IBEW Business Representatives. A copy of such agreement should be forwarded to the Manager of Industrial Relations and the IBEW Business Manager, as well as all of the other locations earlier identified.

While the Division Human Resources Manager and IBEW Business Representative must send a hardship request to each suitable location, employees must also submit bids and transfers to each of these locations. The bids and transfers must be to every classification that would qualify in alleviating the hardship. If an employee declines a bona fide bid or transfer job offer, without a substantial reason, or if they refuse to submit bids and transfers to appropriate positions in all of the locations identified, his/her hardship would also be invalidated.

Many hardship requests are location specific. This appears to be an attempt by some employees to relocate using the hardship provisions rather than the normal bid and transfer procedure. Those location specific requests must be viewed very carefully to ensure that the location(s) requested is/are the only location(s) that would alleviate the employee's hardship. Often there are many locations that would accommodate the employee's particular situation. All of those locations must be included for consideration.

Often times employees send hardship requests directly to the Division Human Resources Department(s) in the location(s) where they wish to be considered. Those requests must be returned to the employee's Human Resources Department for consideration and processing.

This agreement may be cancelled by either party upon 30 days written notice to the other of such cancellation.

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.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

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

Feb 3, 1992

Business Manager