

# PACIFIC GAS AND ELECTRIC COMPANY

PGE

245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

June 24, 1986

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Attached is a Labor Agreement Clarification of Title 19 - Demotion and Layoff Procedure of the Clerical Contract.

The parties agreed that the provisions of Letter Agreement RI-82-29-PGE (copy attached) 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 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,

PACIFIC GAS AND ELECTRIC COMPANY

By William J. Eldredge for J.W. Bealright  
Manager of Industrial Relations

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

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

July, 1986

By Jack McNally  
Business Manager

LABOR AGREEMENT CLARIFICATION

Subject: Title 19, Demotion and Lay Off Procedure

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

1. Section 19.3 - reverse normal line of progression: Successively lower classifications in the department and headquarters affected by the lack of work situation. (see attached)
2. Sections 19.3, 19.4(a) - Departments:

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 Electric Department depending on which Department the employee last worked. If the employee has always worked in a Combined Operating Clerical Unit, then the employee would exercise rights to displace the junior employee in the appropriate classification in the Gas or Electric Department. For example, if an Operating Clerk who had always worked in a Combined Operating Clerical Unit were exercising rights under Title 19 and elected to demote to Utility Clerk at his/her present headquarters pursuant to Section 19.3, that person shall displace that employee in the Utility Clerk classification who has the least service. If the junior Utility Clerk at the headquarters happens to be in Gas Department, the displacing Operating Clerk will displace into the Gas Department. If the junior Utility Clerk at the headquarters is in Electric Department, the displacing Operating Clerk will displace into the Electric Department.

3. 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).
4. Section 19.5: When applicable, 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.
5. Section 19.6: The displacing employee can only exercise such rights to beginning classifications within the Clerical Bargaining Unit. (See Title 18 for list of beginning classifications.)
6. Section 19.10: 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, a Secretary C, Customer Services would be reclassified to a Service Representative, Customer Services or 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.)

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.

#### EXAMPLES

1. Company is to eliminate a Service Representative, (employment date August 16, 1979) Marketing from the Fresno Marketing Department (Energy Services).

#### Concurrent Options

19.3 Displace the junior Utility Clerk (May 22, 1983) in the Marketing Department in Fresno who happens to be a Utility Clerk-Typist. If employee doesn't have the typing skills, would be able to displace the junior Utility Clerk, Marketing Department in Fresno.

or

19.4(a) Displace the junior Service Representative in the Marketing Department in the Division who happens to be headquartered in Bakersfield (September 22, 1981).

2. If the Service Representative in Example 1 were the junior Service Representative in Marketing Department in the Division, the Section 19.3 option would be the same but under Subsection 19.4(a), the Service Representative would have the option of displacing the junior Service Representative, Marketing Department, in the system.

If the Service Representative is the junior one in the Marketing Department in the system, then Subsection 19.4(b) would be an option. That is, a right to displace the junior Service Representative in the Division (or system).

If the displacing employee was the junior Utility Clerk, Marketing Department, in the system, then Subsection 19.4(b) would be an option. That is, displace the junior Utility Clerk in the Division (system) in any Line of Progression.

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

If the reclassified non-bargaining unit clerk is junior, then he/she is given the appropriate options under Title 19.

4. 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, Customer Services Department, and thereupon exercise rights set forth in Title 19.

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.

5. Company is 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.

REVERSE NORMAL LINES OF PROGRESSION  
(Section 19.3)

Customer Services Department

(1)

Sr. Service Representative II  
Sr. Service Representative I  
Service Representative  
Utility Clerk

(2)

Credit Representative or Sr. Meter  
Reader  
Meter Reader

Marketing Department

Sr. Service Representative II  
Sr. Service Representative I  
Service Representative  
Utility Clerk

Operating Clerical LOP

Sr. Operating Clerk II  
Sr. Operating Clerk I  
Operating Clerk  
Utility Clerk

Pipe Line Operations Department

Sr. Gas Accounting Clerk II  
Sr. Gas Accounting Clerk I  
Gas Accounting Clerk  
Gas Chart Calculator

## PACIFIC GAS AND ELECTRIC COMPANY

PGE

+ 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

June 21, 1982

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This letter cancels and supersedes our letter dated April 6, 1982 on the same subject.

Subsection 206.1(c) [19.1(c)] states:

"Where a vacancy in an appropriate classification exists, the filling of such vacancy in accordance with the appropriate provisions of this Title shall be substituted for the displacing of another employee as provided herein. If such vacancies exist at more than one headquarters, Company shall provide an employee with a list of such vacancies and the location thereof. He may then elect to fill any of such vacancies."

Subsections 206.6 (a & b) [19.6 (a & b)] state:

(a) "If Company cannot effect a demotion or displacement of an employee in accordance with Section 206.3 [19.3] and if in addition, such employee cannot for any reason effect an election in accordance with Section 206.4 [19.4] or 206.5 [19.5], he may elect to displace that employee in the Division, in a beginning classification who has the least Service provided he meets the qualifications of the transfer."

(b) "If the Company cannot effect a demotion or displacement of an employee in Subsection (a) hereof, if he has been employed three years or more, may elect to displace that employee in the Company in a beginning classification, who has the least Service provided he meets the qualifications of a transfer."

An employee exercising his rights pursuant to Section 206.6 [19.6] where the employee with the least service in a beginning classification is a vacancy(ies), may attempt to meet the prerequisite(s), if any, during the notice

period prior to layoff. If unsuccessful, he may continue to attempt to qualify subsequent to his layoff. If the laid-off employee qualifies prior to the expiration of one year from the date of layoff, he is entitled to preferential rehire to a vacancy for which he has qualified, pursuant to Section 206.13 [19.13], within the bargaining unit from which he was laid off.

An employee who is notified of multiple vacancies may attempt to qualify, in the same manner as stated above, for more than one vacancy.

The retest provisions of the various prerequisites shall apply during the notice period and the one-year period subsequent to layoff. Following layoff, the time required to take any prerequisite tests shall be at the employee's expense. The time required to attend a prerequisite school or class shall be at Company's expense (Example: 3-day climbing school).

An employee who qualified for a beginning classification after his layoff shall not be allowed to displace another employee.

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.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *Al B. Bright*  
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

*July 6*, 1982

By *Jack McHenry*  
Business Manager