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LA R3-90-3-PGE

**IBEW**

International  
Brotherhood of  
Electrical  
Workers, AFL-CIO

Jack McNally  
Business Manager

Howard Stiefer  
President

May 11, 1990

Mr. Richard B. Bradford  
Manager of Industrial Relations  
Pacific Gas and Electric Company  
215 Market Street, Room #916  
San Francisco, California 94106

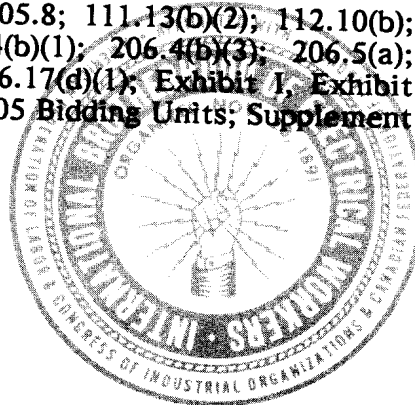
Dear Mr. Bradford:

Representatives of IBEW, Local 1245 and PG&E have met on numerous occasions to discuss the application and interpretation of the word "division" as it is used in both the Physical and Clerical Agreements. The parties have reviewed the contents of both agreements and have identified those instances where the application should be something other than the current divisions within the structure of PG&E. The review has been necessary as a result of the amendments made in the Agreements that became effective on January 1, 1988.

In addition to the attached, which designates those instances where the application and interpretation of the word "division" is different than the current PG&E division, the parties have reviewed the following sections and subsections. In some of the sections or subsections listed below, the parties have agreed that the word "Division" or "Divisions" is the correct interpretation. In other cases, the parties cannot agree on the intent of the language. In those latter cases where the parties cannot agree on the intent of the language, the language as written must govern.

CLERICAL: 2.1; 8.13(c); 9.3(a); 18.6; 19.4(a)(1); 19.4(a)(3); 19.4(b)(1); 19.4(b)(3); 19.5(a); 19.6(a); 19.14; 19.15; 19.16; 19.16(d)(1); 21.4; 21.5; 21.6; 21.7; Exhibit B; Exhibit H; Supplement to Title 18 Bidding Units; Supplement to Title 19 Demotion Units.

PHYSICAL: 8.4; 8.5; 8.6; 8.7; 100.1; 102.3(a); 105.8; 111.13(b)(2); 112.10(b); 200; 206.4(a)(1); 206.4(a)(3); 206.4(b)(1); 206.4(b)(3); 206.5(a); 206.6(a); 206.15; 206.16; 206.17; 206.17(d)(1); Exhibit I; Exhibit II; Exhibit III; Supplement to Title 205 Bidding Units; Supplement to Title 206 Demotion Units.



Mr. Richard B. Bradford  
May 11, 1990

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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 Union.

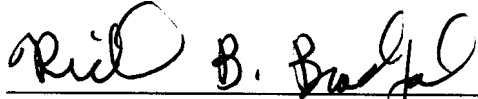
Very truly yours,

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

By   
Business Manager

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

**PACIFIC GAS AND ELECTRIC COMPANY**

By   
Manager of Industrial Relations

Date May 15, 1990

DM:kmk  
Attachment

**PHYSICAL CONTRACT**

**TITLE 101 LEAVE OF ABSENCE**

101.7(c) If he is a Division employee and elects to displace another employee, he shall displace that employee in his former Division or Department and classification who entered such classification during the period of the "leave of absence" and who has the least Service.

***"Division" is the agreed-to interpretation in the first instance; "Bidding Unit" is the agreed-to interpretation in the second instance.***

101.7(c) If such displacement cannot be effected, he shall displace that employee in such Division or Department and classification who has the least Service, except that he may not displace an employee whose Service is equal to or exceeds his own.

***"Bidding Unit" is the agreed-to interpretation in this instance.***

**TITLE 105 SAFETY**

**105.5 Grievances**

105.5(a) Grievances concerning any provision of this Title shall be filed and processed in accordance with the provisions of Title 102 — Grievance Procedure — except that: (1) prior to the discussion of such grievances at a Division Local Investigating Committee or Division Joint Grievance Committee . . .

***"Division" is the agreed-to interpretation in the first instance; "Region" is the agreed-to interpretation in the second instance.***

**TITLE 111 VACATIONS**

**111.13 Scheduling**

111.13(b) Division Employees Only

***"Regional or Department" is the agreed-to interpretation in this instance.***

**TITLE 112 SICK LEAVE**

**112.10(b) Light Work**

Company shall give consideration to whether or not the disability is industrially related, the employee's service, the operating requirements of the District or Department, and the temporary assignments as provided in Section 108.2.

***"Division" is the agreed-to interpretation in this instance.***

**TITLE 205     JOB BIDDING, PROMOTION AND TRANSFER**

**205.5           Filling Beginner's Classifications**

205.5(d)(1)    To such physical and clerical employees in the Division where the vacancy exists. (Priority 2 status transfer)

***"Bidding Unit" is the agreed-to interpretation in this instance.***

205.5(f)       Within ten calendar days after the first of each month, Company shall, within each Division or Department, provide Union information on beginning job vacancies that have been filled the previous month as follows:

***"Bidding Unit" is the agreed-to interpretation in this instance.***

**TITLE 305     JOB BIDDING AND PROMOTION**

**305.2           Qualifications for General Construction Employees Bidding/  
Transferring to Division Jobs**

An employee in General Construction must pass the appropriate agreed-to employment test battery before his bid to fill a Division job vacancy under the provisions of Title 205 will be considered.

***"Regional or Department" is the agreed-to interpretation in this instance.***

305.2        However, where the parties have agreed that certain classifications, other than normal entry level, have substantially identical tasks in General Construction as in the Divisions, successful performance by an employee in such classification will be considered as presumptive evidence of meeting the appropriate agreed-to test requirements.

***"Regions or Departments" is the agreed-to interpretation in this instance.***

305.2        Additionally, a former General Construction employee who has become a Division employee at the journeyman level or below must meet the agreed-to test battery to meet the employment requirements for Division employees before being promoted to a working foreman job on other than a temporary basis.

***"Regional or Departmental" is the agreed-to interpretation in the first instance, and "Region or Department" is the agreed-to interpretation in the second instance.***

305.2        Notwithstanding the foregoing, successful performance as a temporary working foreman in a Division for a cumulative total of six months or more shall be presumptive evidence of meeting such requirements.

***"Region or Department" is the agreed-to interpretation in this instance.***

**TITLE 305    JOB BIDDING AND PROMOTION, cont'd.**

305.2        He shall be entitled to re-test following failure on the same schedule as a Division employee.

***"Regional or Departmental" is the agreed-to interpretation in this instance.***

**EXHIBIT VI    JOB DEFINITIONS AND LINES OF PROGRESSION**

VI            Division Gas and Steam Heat Department

VI-A         Materials Distribution Division Materials including P.L.O. and Davis Warehouse of General Construction

VI-D         Division Garage

VI-F         Division Customer Services

VI-G         Division Water

VI-H         Division and General Office Building Departments

VI-L         Division Electric

***"Regional" is the agreed-to interpretation in each of these instances.***

**EXHIBIT VIII JOB COMPARISONS**

***"Regional" is the agreed-to interpretation for the column heading.***

**CLERICAL CONTRACT**

**TITLE 6        LEAVE OF ABSENCE**

6.7            Return from Leave of Absence

. . . When such employee returns to employment after an absence in excess of six months, he shall be employed in his former Division or Department and in his former classification subject to the following:

***"Bidding Unit" is the agreed-to interpretation in this instance.***

6.7(c)        If he elects to displace another employee, he shall displace that employee in his former Division or Department and classification who entered such classification during the period of the "leave of absence" and who has the least Service.

***"Bidding Unit" is the agreed-to interpretation in this instance.***

**TITLE 6      LEAVE OF ABSENCE, cont'd.**

6.7(c)      If such displacement cannot be effected, he shall displace that employee in such Division or Department and classification who has the least Service, except that he may not displace an employee whose Service is equal to or exceeds his own.

***"Bidding Unit" is the agreed-to interpretation in this instance.***

**TITLE 18      JOB BIDDING, PROMOTION AND TRANSFER**

18.5      Filling Beginner's Classification

18.5(c)(1)      To such physical and clerical employee in the Division where the vacancy exists (Priority 2 status transfer)

***"Bidding Unit" is the agreed-to interpretation in this instance.***

18.5(e)      Within ten calendar days after the first of each month, Company shall, within each Division or Department, provide Union information on beginning job vacancies that have been filled the previous month as follows:

***"Bidding Unit" is the agreed-to interpretation in this instance.\****

**TITLE 105      (AS IT APPLIES TO THE CLERICAL AGREEMENT)**

105.5      Grievances

105.5(a)      Grievances concerning any provision of this Title shall be filed and processed in accordance with the provisions of Title 9 - Grievance Procedure - except that: (1) prior to the discussion of such grievances at the Division Local Investigating Committee or Division Joint Grievance Committee, the Union shall give Company sufficient notice so that arrangements can be made to have a Company Safety Supervisor present at the meeting to act as a consultant to any such Committee; and . . .

***"Division" is the agreed-to interpretation in the first instance; "Region" is the agreed-to interpretation in the second instance.***