



PACIFIC GAS AND ELECTRIC COMPANY  
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TOM DALZELL  
BUSINESS MANAGER

## Memorandum of Understanding

September 17, 2020

This Memorandum of Understanding is to summarize recent discussions and agreements between the Company and IBEW Local 1245 that will affect the settlement of Review Committee Decision No. 24645.

Specifically, since the settlement of RC No. 24645 (attached), the parties have met to discuss the placement of the Grievant into the Apprentice System Operator position. Those discussions determined that to ensure the Grievant is provided the first step instructor led courses in the recommended order and timing, he should begin his training with the ADSO Cohort that is targeted to begin in November 2020. Both the Company and IBEW Local 1245 agree to this change.

As a result of the above report date change, the parties have also agreed extend the wage retention language of RC No 24645. As a result of the change to the entry into the ADSO position, the parties have also agreed that the Grievant will maintain his frozen wage rate until July 31, 2022. On August 1, 2022, the Grievant's wages will transition to align either with the March Apprenticeship Cohort or his current wage step in his apprenticeship whichever is greater. However, he will not progress to a journeyman System Operator wage rate until completion of his Apprenticeship.

PACIFIC GAS AND ELECTRIC COMPANY

September 18, 2020

By: Kathy Ledbetter  
Kathy Ledbetter  
Labor Relations Manager

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

September 18, 2020

By: Lloyd Cargo  
Lloyd Cargo  
Assistant Business Manager



## REVIEW COMMITTEE

**IBEW**



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KATHY LEDBETTER, CHAIRPERSON

LLOYD CARGO, SECRETARY

**Review Committee Number 24645**  
**Arbitration No. 360**  
**Electric Operations – Electric T&D – Richmond**

Vanessa Parker  
Company Member  
Local Investigating Committee

Mike Adayan  
Union Member  
Local Investigating Committee

### Subject of the Grievance

In this case, the Grievant was placed into a Utility Worker-Tower position following his removal from his prior position, the union grieved that the Company did not properly follow the process under Section 206.15 of the Physical Labor Agreement and should not have subjected the Grievant to the five year bid lock under Letter Agreement No. 07-33.

### Facts of the Case

The Grievant was removed from his Lineman position following his unsuccessful completion of the Knowledge & Skills Underground Skills Assessment and in accordance with Letter Agreement No. 13-18.

In January 2018, the Company notified the Grievant of his removal and initiated a job search for the Grievant under the provisions of Section 206.15. The Company determined that there were no lower positions in his Line of Progression available under Sections 206.15 (a) and (b). The Grievant was provided information on bidding and unrestricted vacancies as part of that process under Section 206.15 (c).

In April 2018, the Company assigned the Grievant to a vacant Utility Worker-Tower position in GC. At that time, he was notified he was also subject to the LA 07-33 bidding lock for five years.

### Discussion

The Union stated that the placement should have been Letter Agreement No. 13-18 and not only through the utilization of Section 206.15. Further, there is no basis for the application of the bid lock for employees demoted into positions under LA 07-33.

The Company maintained it had properly followed the provisions of Section 206.15 by utilizing them concurrently through the process. There are no provisions within Section 206.15 to review each step with the employee nor does it provide that it cannot be conducted concurrently. There are also no provisions within Section 206.15 to create classifications or vacancies that do not exist.

The Company also noted that it has consistently applied the five year lock under LA 07-33 to anyone demoted into the Tower Department.

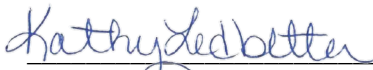
### Decision

The parties could not agree on the specific issues in this case. In an effort to resolve this case, the parties have agreed to an equity settlement as follows:

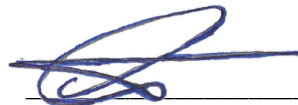
- Place grievant into Apprentice System Operator position at the Concord DCC
- Waive the COBRA test given to employees placed through unrestricted appointment
- Report date will be pending development of his Apprenticeship Training Plan to join the March 2020 Cohort
- Maintain frozen Lineman wage rate through December 31, 2021 at which time his wage rate will convert to the Apprenticeship Wage Step as though he started in March 2020.
- Closure of Grievance based on the above equity settlement

This case should be considered closed based on the above and considered without prejudice and non-referable in any other cases related to LA 13-18, LA 07-33, and Section 206.15.

### **For the Company:**

 07/24/2020  
Kathy Ledbetter, Chairperson      Date  
Review Committee

### **For the Union:**

 07/23/2020  
Lloyd Cargo, Secretary      Date  
Review Committee