



**Pacific Gas and
Electric Company.**

LETTER AGREEMENT NO. 08-36-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
MAIL CODE N2Z
P. O. BOX 770000
SAN FRANCISCO, CALIFORNIA 94177
(415) 973-4310

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 2547
VACAVILLE, CALIFORNIA 95696
(707) 452-2700

STEPHEN A. RAYBURN,
DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL,
BUSINESS MANAGER

November 26, 2008

Mr. Tom Dalzell, Business Manager
Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
30 Orange Tree Circle
Vacaville, CA 95687

Dear Mr. Dalzell:

In an effort to improve efficiencies in ways that produce more value than the associated costs, Company proposes to modify Section 202.19 of the Physical Agreement to allow for ISTS Telecommunication Technicians and Crew Foremen to take their Company vehicles home if they regularly sign the weekly on-call list and respond when called. This is an effort to maximize availability for emergency call out. This voluntary vehicle take home policy will commence upon the execution of this agreement.

The local supervisor may solicit all employees in specific classifications to volunteer to take their Company vehicles home. The supervisor may authorize participation giving consideration to the following factors: the employee's availability for voluntary emergency overtime and distance from work. Employees may participate as long as they abide by the sign-up and response requirements, and security of Company vehicle and property requirements.

Use of Company vehicles for other than authorized Company business or allowing unauthorized persons to drive or ride in Company vehicles (except in emergency situations), is a violation of Utility Standard Practice 1. Voluntary agreement to this policy includes an acceptance of all guidelines. Company may disqualify employees from this policy where efficiencies are not gained, guidelines are abused, security is violated, or other business reasons as deemed by the Company. In addition, employees who violate USP1 and/or fail to meet their obligations in accordance with these guidelines may be ineligible to participate in the program, and may be subject to disciplinary action or discharge.

Participating employees shall report to their work areas by the start time of their scheduled shift. On days employees are required to report to their regular headquarters (as defined in 202.19), they shall report at the beginning of their regularly scheduled shift. Participating employees shall leave their work areas no earlier than the end of their scheduled shift, commuting home on their own time.

Current local procedures will apply, e.g., turning in paperwork, calling in, fueling vehicles, servicing vehicles, etc.

For the purposes of reporting commute miles, the "Summary of Rules for Use of Vehicles for Company Business" shall apply.

If a participating employee is scheduled to be off for more than two days, the vehicle may be returned to the yard at the end of the last shift worked or at a time agreed to by the local supervisor. Depending on vehicle availability or other business reasons, vehicles may be required to be in the yard any time the participating employee is scheduled to be off for one full day. All commutes outside of this agreement will be the responsibility of the employee.

The security compliance with local parking requirements of the assigned vehicle will be the employee's responsibility. Vehicles will be parked at the employee's residence, or other agreed to secure area. When a vehicle is taken home, it will remain locked at all times. The employee will take all reasonable actions to protect Company property while it is in their possession. If the employee has any specialized test equipment that is valued at more than \$5,000.00 they will take it inside their home and secure it.

The vehicle take-home privilege will only be offered to employees who have signed up on the EOT list and are likely to be called. All other 212 and local letter agreements pertaining to POT and EOT shall be followed regardless of this policy. The call-out individual for EOT will respond if contacted by supervision if they have volunteered to take the Company vehicle home. If they refuse to respond after being contacted three separate times during a calendar year, they may be denied access to this program at the supervisor's discretion.

This agreement supersedes any local vehicle take-home letters of agreement that currently exist for the ISTS Telecommunications group.

Either the Company or Union may cancel this agreement by providing 30 days advance written notice.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided below and return on executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY


By: 

Stephen A. Rayburn
Director and Chief Negotiator

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

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

December 18, 2008

By: 

Tom Dalzell
Business Manager