

Pacific Gas and Electric Company

215 Market Street
San Francisco, CA 94106
415/972-7000

March 2, 1990

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



Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Pursuant to the provisions of Letter Agreement 89-129 in an attempt to mutually establish satisfactory resolutions to the long-standing difference of opinion relative to the initiation and/or expansion of the barehanding and rubber gloving work procedures, an Ad Hoc Negotiating Committee consisting of Willie Bouzek, II, Loran Davis, Ron Fitzsimmons, Daniel Mayo, Darrel Mitchell, Cary McDermott, Jack McNally, Ken Richards, Daniel Robertson, Howard Stiefer, and Arlis Watson for the Union; and David Bergman, Rick Doering, Rod Maslowski, Ron Morris, Jim Pope, and Byron Tomlinson for the Company met to discuss the issues.

On February 13, 1990, the parties reached a tentative agreement subject to further negotiations concerning the specific application of the procedures and a favorable response from Union's affected membership.

Additionally, in the event agreement is reached, the parties will jointly seek a variance from Cal/OSHA to allow both procedures to be performed on the PG&E system in accordance with terms of the parties' agreement.

The tentative agreement consists of the following:

A. OVERVIEW COMMITTEE

A permanent Overview Committee consisting of three members appointed by Union and three members appointed by Company shall be established to meet on a regular basis. The Overview Committee will provide overall guidance, review issues of system-wide concern (e.g., EMF, safety issues), resolve issues, and have the ability to cancel either application for cause. For example, cause would exist if it was demonstrated that safety was being compromised on a continuing system-wide basis, or electromagnetic fields were proven to create health risks. In addition, the Overview Committee will have the ability to suspend the application of this agreement at a specific location for cause, including the failure of Company to maintain a full complement of live line tools on all line trucks in service or an exempt supervisor requiring bargaining

unit personnel to utilize these work procedures when the involved journeymen did not reach a consensus to do so. The Overview Committee will also review response to injuries and accidents and the availability of and access to medical facilities including burn centers.

The Overview Committee will also be responsible for resolving difference of opinion among other working committees established by this agreement and shall review experiences in such areas as accidents, safety rules, procedures, equipment, etc.

B. RUBBER GLOVING COMMITTEE

A committee shall be established comprised of eight members appointed by Union and eight members appointed by Company to develop mutually acceptable safety rules, work procedures, training programs, certification procedures, training programs for instructors, appropriate equipment to be utilized, required complement of distribution live line tools, appropriate involved construction, construction to be exempted, crew size and complement, and inclement weather prohibitions. Additionally, the Committee shall approve the selection of the instructors to be used for the initial two-year training period at a centralized training facility. Rubber gloving procedures shall be limited up to and including 21KV, phase to phase and only to overhead facilities.

C. BAREHANDING COMMITTEE

A Barehanding Committee comprised of five members appointed by Union and five members appointed by Company will be established to address the same issues outlined under the Rubber Gloving Committee section above but applicable to barehanding. Barehanding procedures shall be limited to 230 and 500KV, phase to phase.

D. EMF COMMITTEE

A joint committee comprised of three members appointed by Union and three members appointed by Company shall be established to review available data and material related to electromagnetic fields. The committee may develop and monitor data specifically related to PG&E employees and work procedures.

E. APPLICATION

Rubber gloving training of incumbent journeyman will be limited to volunteers in the following classifications:

- In the Distribution Unit: 0740 Electric Crew Foreman, 0739 Electric Crew Foreman, 2535 Transmission Troublemán, 2540 Troublemán, 1100 Lineman, 1103 Unassigned Lineman, 1109 Utility Lineman - Oakhurst.
- In General Construction: 0650 Subforeman A, 0653 Subforeman B, 1100 Lineman.

Incumbent journeyman who elect not to volunteer for rubber gloving training will not lose any current established rights such as bidding, demotion, overtime rights, etc. Incumbent journeyman who volunteer for the training may subsequently revert to "grandfather" status, thereby forfeiting the possibility of performing the expanded gloving procedures and the accompanying premium pay.

Barehanding training of the previously listed incumbent journeymen will only be offered to a limited number of volunteers as listed above in DBU and GC and to employees who subsequently bid into DBU's Transmission Department.

The parties agree to negotiate amendments to the appropriate apprenticeship programs to require rubber gloving certification for future journeyman and to establish the necessary provisions for a Transmission Department in the Distribution Business Unit. Company will establish 15 additional positions to facilitate the establishment of such a department.

The bargaining unit journeyman at the job site, by consensus opinion, shall exclusively determine whether to perform the work with live line tools or utilize the rubber gloving or barehanding procedures. A violation of this provision by the Company could result in a one-year suspension of this agreement at the involved headquarters. The Company will retain the authority to determine whether the work will be performed energized.

F. RETENTION OF LIVE LINE TOOLS

Company shall maintain a full complement of live line tools on all line trucks in service. A suspension of this agreement for 12 months shall occur for a failure to maintain a full complement of live line tools at a headquarters (or General Foreman's area in General Construction). The suspension may be avoided if the Company corrects the violation within 15 days following written notification to the Division Manager (or General Foreman in General Construction) by Union's Business Representative of a violation. However, a second notice of a proven violation in any 12-month period will result in a one-year suspension at that headquarters (or General Foreman's area in General Construction) regardless of whether the first violation was corrected within 15 days.

G. JOB SECURITY

No layoffs for lack of work will occur in the Electric T&D Department if PG&E is contracting work normally performed by Electric T&D employees. If any layoffs for lack of work occur in the Electric T&D Department, all journeymen in the above listed classifications will be offered Section 206.13 recall rights for 60 months, and recall shall occur prior to resuming contracting of Electric T&D work.

No layoffs for lack of work of journeymen will occur in the Line Department of General Construction while PG&E is contracting any work involving rubber gloving or barehanding.

H. CERTIFICATION

PG&E will certify PG&E employees for rubber gloving and barehanding work. Contractor employees utilized by PG&E to perform any rubber gloving or barehanding work must first be certified by IBEW, Local 1245, to perform such work through the IBEW/NECA Joint Apprenticeship Training Program.

I. COMPENSATION

Company agrees to train all employees in the above listed classifications that volunteer for rubber gloving and a select number of volunteers in the above listed classifications for barehanding. Volunteers for training will be solicited by Company at a date agreed to by the Overview Committee upon completion of the design of the rubber gloving training and certification program and receipt of a Cal/OSHA variance. Upon volunteering for training, eligible employees will receive a 3% increase in their weekly wage rate in the form of a premium. An additional 3% increase will be paid when employees begin training or two years after the initial volunteering date, whichever is earlier. Company will determine the sequence of headquarters to be involved in the training and the sequence of volunteers, by seniority, to be given the training. All subsequent journeymen who become certified to perform rubber gloving and all future journeymen shall also receive the 6% premium above their weekly base rates. The premium will continue to be 6% above the weekly base rate after future wage increases are applied, and the premium will be included in the determination of any future payments, such as bonuses or incentive pay, that would be determined by gross or base pay and shall also be applicable to all straight time paid, overtime paid, pension determination, LTD determination, life insurance payments, 401K Plan contributions, etc.

In the event a volunteer does not successfully complete the rubber gloving training or otherwise decides not to participate, they will no longer receive the premium.

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

By Red B. Buefo
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

March 3, 1990

By Mike McHenry
Business Manager