



LETTER AGREEMENT

No. 92-36-PGE



Pacific Gas and Electric Company
Industrial Relations Department
201 Mission Street, 1513A
San Francisco, California 94105
[415] 973-3420

International Brotherhood of
Electrical Workers, AFL-CIO
Local Union 1245, IBEW
P.O. Box 4790
Walnut Creek, California 94596
[415] 933-6060

Ronald L. Bailey, Manager or
David J. Bergman, Director and Chief Negotiator

Jack McNally, Business Manager

March 16, 1992

Mr. Jack McNally
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

Company proposes to establish the following guidelines on the use of vanpools within the Nuclear Power Generation Business Unit at the Diablo Canyon Power Plant.

1. Company shall determine the routes and the number of vans.
2. Company shall determine the number of spaces available and ask for volunteers.
3. Company will post on Company bulletin boards for 15 calendar days a notice listing vanpool routes, the number of spaces available, and the corresponding fare. To be considered for initial vanpool membership, an employee must submit an application to the Transportation Coordinator no later than seven calendar days following the end of the posting date.
4. If there are more volunteers than membership spaces, a lottery will be held. Bargaining unit and non-bargaining unit employees will be given equal consideration for vanpool membership. A waiting list will be established for those employees not initially selected. Subsequent opportunities for vanpool membership will be filled from the waiting list on a first come, first serve basis. Interested employees may add their name to the waiting list at any time.
5. Company shall select, at its sole discretion, a primary driver and two backup drivers from a list of volunteers from each vanpool. Drivers must meet all State of California licensing regulations and qualifications. This includes maintaining a good driving record and passing a physical examination, as well as other requirements, such as training, etc., which the Company deems necessary.

- 6. The primary driver will be responsible for arranging routine maintenance of the vehicle according to a schedule determined by the Company. Such routine maintenance will be performed during non-work time. The driver will not be entitled to compensation for the time spent fulfilling this responsibility.
- 7. The primary driver will not be charged a fare. Backup drivers will be charged three quarters of the normal fare.
- 8. With permission of the Transportation Coordinator, Vanpool members may assign their space to another employee for periods of time not to exceed three consecutive months. The purpose of this is to allow employees who are temporarily absent from work or who are temporarily assigned to other work hours to retain membership in the vanpool. The vanpool member is still responsible for paying the fare but may charge the temporary rider a rate not to exceed the normal fare.
- 9. Each vanpool will utilize a consistent pricing structure based on the model shown as Attachment A. The pricing structure will be periodically reviewed by the Company and is subject to modification at the Company's discretion. Consistent with IRS guidelines, vanpools members may have imputed taxable income if the actual fare is less than what the IRS considers to be the "market value" of the commute.
- 10. Employees not participating in vanpools will not receive any alternative benefit.

Either party has the right to cancel this agreement by giving 30 days written notice.

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.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By *T. C. Baird*
Manager - Industrial Relations

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

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

April 6, 1992

By *Jack Wilson*
Business Manager

