

LETTER AGREEMENT NO. R1-94-49-PGE



PACIFIC GAS AND ELECTRIC COMPANY INDUSTRIAL RELATIONS DEPARTMENT 201 MISSION STREET, ROOM 1513A MAIL CODE P15A P.O. BOX 770000 SAN FRANCISCO, CALIFORNIA 94177 (415) 973-3425 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W P.O. BOX 4790 WALNUT CREEK, CALIFORNIA 94596 (510) 933-6060

RONALD L. BAILEY, MANAGER OR DAVID J. BERGMAN, DIRECTOR AND CHIEF NEGOTIATOR

JACK MCNALLY, BUSINESS MANAGER

June 3, 1994

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:

This letter cancels and supersedes our letter dated May 23, 1994 on the same subject.

Company proposes to cancel and supersede Letter Agreement 91-71 regarding various types of programs involving employee participation that could improve productivity, efficiency, employee work environments, and employee satisfaction. Recently, there has been increased interest on the part of the Company in establishing and formalizing such efforts as the Action Forum Process.

In order to provide a consistent approach and to address concerns of the Company, the Union, and Union's membership, Company proposes the following:

1) Employee participation programs involving union-represented employees will exclude matters subject to collective bargaining, matters in the grievance procedure, and interpersonal matters. Subjects that can be approved at the local level by Company and Union may be discussed subsequent to receiving authorization at the local level.

2) Utilization of demotion and layoff provisions due to impact on the workload as the direct result of such efforts are prohibited. In the event there is an impact on the workload as a direct result of these efforts that is not handled through attrition, the parties will meet to discuss avenues of addressing such impact.

3) Employee participation programs will be initiated by local management with the local business representative.

4) If the topic matter extends beyond the local business representative's area, it is considered a systemwide application and will be initiated by corporate Industrial Relations through the Union's Business Manager. The Union will determine whether they want to actively participate, and will appoint the appropriate business representatives, if they so choose. In lieu of active participation, Union may elect to let the Company proceed with the condition that periodic status reports be provided to them.

5) Union will have the right to suggest topics for possible joint ventures.

6) Union representatives will have access to any meetings related to these programs. Union representatives will be offered a position on leadership teams formed specifically to oversee these programs.

7) Employees will be compensated for their participation in these programs.

8) Union will reserve the right to select all IBEW-represented participants.

9) Union will be provided a hard copy of the recommendations and resulting actions from such programs. Results will be given to the local business representative or if it is a systemwide application, the Union's Business Manager.

The parties agree that the approach outlined above will be used for all types of employee participation programs developed by the Company. A violation of this provision by the Company could result in a one-year suspension of this agreement at the involved headquarters.

Effective with the signing of this agreement, all existing agreements based on the generic employee participation letter agreement 91-71, will be revised to reflect the new PG&E organizational structure, if appropriate.

Either party may cancel this letter agreement by providing the other party 30 days written notice.

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 the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By Dan Chief Negotiz

LOCAL UNION NO. 1245, INTERNATIONAL

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

**ML 23**,1994

BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

**Business Manager**