



LETTER AGREEMENT NO. R1-94-87-PGE

IBEW



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

November 16, 1994

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P.O. Box 4790
Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Company is planning to bid and perform Customer Substation Facility Maintenance. This is a new market for the Company's Transmission System Department and the amount of work available is uncertain at this time. The Company plans to perform the work by utilizing the existing workforce, temporary additional employees and contractors.

- 1) All individuals performing work covered by the IBEW, Local 1245 bargaining unit shall be hired by Company pursuant to the Physical Agreement between the parties per the following:
 - a) Pursuant to 204.4 of the Agreement new classifications shall be established by Company and Union limited to substation maintenance at customer substations.
 - b) Employees in these positions will be paid no less than the beginning pay step established for regular classifications performing comparable work.
 - c) Employees in these positions will not be subject to full completion of standard PG&E pre-employment requirement.
 - d) The provisions of Title 106, 205, and 206 of the Agreement shall not apply to employees in these positions.
 - e) Except in situations of operational necessity, employees in these classifications will not be offered to work more hours than PG&E employees in regular comparable classification in the department.
 - f) The provisions of Section 4.1 of the Physical Agreement shall become applicable eight (8) days after employment; the provisions of Section 4.4 shall be exercised with five (5) calendar days from receipts of Union's written request.

2. 88-104

- a) This substation maintenance work performed for third parties by Contractors hired by the Company will not be considered for purpose of Letter Agreement 88-104 as "contracting out of work."
- b) The utilization of any temporary additional employee shall not be considered as "contracting out of work" for the purposes of Letter Agreement 88-104, such employees will also not be considered as working in the affected department for the purpose of Letter Agreement 88-104.

3. Worker Availability

The Company shall have the option of using existing workforce or contacting qualified laid off workers under the provisions of Section 206.13 and 306.14. These laid off workers will not lose their Section 206.13 and 306.14 rights for turning down or accepting these Temporary Employment opportunities. Employees who were laid off for less than two weeks shall have the first re-employment option.

The Union will be notified if the Company cannot fill the temporary positions as stated above. The Union will have 48 hours to supply the Company with workers(s). If the worker(s) are unavailable, the Company may contract the work subject to item 3 above.

The provisions of the Physical Agreement shall apply in all other instances. Upon request by either party the parties will meet to revise, modify or cancel this agreement.

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

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: 
Director and Chief Negotiator

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

Dec 9, 1994

By: 
Business Manager