



January 17, 1989

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

Attention: Mr. Jack K. McNally, Business Manager

Gentlemen:

In accordance with previous discussions between the parties, Company proposes the attached Policy for First-time Violators of Certain Company Drug Prohibitions. This policy is in addition to the Company's Drug Prevention Policy issued in 1985 and incorporated in Standard Practice 735.6-1.

This proposal cancels and supersedes Company's proposals on this subject dated March 17, 1987, August 26, 1987, and June 24, 1988. The proposal has deleted reference to alcohol-related prohibitions. Company has not abandoned its position that alcohol-related prohibitions should be included in this policy and retains the right to repropose those prohibitions.

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.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By Richard B. Bradford
Manager of Industrial Relations

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

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

Jan 13, 1989

By Jack McNally
Business Manager

POLICY FOR FIRST-TIME VIOLATORS OF
CERTAIN COMPANY DRUG PROHIBITIONS

I. Purpose

The purpose of this policy is to furnish disciplinary and rehabilitative guidelines for handling first-time violators of the illegal drug prohibitions set forth in Section II of this policy.

II. Coverage

This policy covers only regular employees who are first-time violators of any one of the following prohibitions:

- a. Use, possession, or being under the influence of illegal drugs during working hours, including lunch and break periods;
- b. Use, possession, or being under the influence of illegal drugs on Company property at any time;

For purposes of this policy, the contemporaneous engagement in two or more activities above shall be considered as only one violation. Further, this policy shall not apply to employees who violate any other Company prohibitions against illegal drug misconduct.

III. Alternatives to Discharge

The guidelines contained in the policy are alternatives to immediate discharge. The refusal of an employee covered by this policy to comply with the specified guidelines shall result in the immediate discharge of that employee.

IV. Discipline

An employee covered by this policy who has no active discipline shall receive a Written Reminder in the Conduct category. This policy does not preclude the discharge of an employee for the first-time violation of any prohibitions listed in Section II if the employee's prior employment/disciplinary history is unsatisfactory.

V. Rehabilitation

An employee covered by this policy shall enroll in and complete an approved rehabilitation treatment program as determined by an outside treatment professional selected by the Company Employee Assistance Program. The recommended treatment program must also be approved by the Company Employee Assistance Program. The employee shall bear the costs of the rehabilitation program and shall be entitled to seek whatever available sick and/or medical leave benefits necessary for program participation.

VI. After-Care

An employee covered by this policy shall enroll in and complete an approved after-care program as determined by an outside treatment professional selected by the Company Employee Assistance Program. The recommended after-care program must also be approved by the Company EAP. The employee shall bear the cost of the after-care program and shall be entitled to seek whatever available sick and/or medical leave benefits necessary for program participation.

VII. Exemption from Rehabilitation and After-Care

At the Company's discretion, based on the recommendation of an outside treatment professional, an employee covered by this policy may be exempt from the rehabilitation and after-care provisions of this policy. Such employee, however, may be required to enroll in a substance abuse education or similar program approved by the Company Employee Assistance Program.

VIII. The outside treatment professional referred to in Section V, VI, and VII above shall be selected from an established list of treatment professionals agreed to by Company and Union. Additions to or deletions from this list shall also be made by mutual agreement of the parties.

IX. Written Agreement

An employee covered by this policy shall execute a written agreement with the Company which shall be retained in the employee's 701 file. The employee's Union Business Representative shall also be signatory to the agreement unless the employee waives the Union's involvement. The agreement shall set forth the following terms:

- a. Enrollment and completion of an EAP-approved rehabilitation treatment program at employee's cost, if applicable;
- b. Enrollment and completion of an EAP-approved after-care program at employee's cost, if applicable;
- c. Execution of appropriate release of medical information forms to permit Company monitoring of compliance with rehabilitation treatment and after-care program commitments, if applicable;
- d. Enrollment and completion of an EAP-approved substance abuse education or similar program, if applicable;
- e. The employee's responsibility to ensure that the treatment facility/program provides the Company with the necessary documentation to establish compliance with the employee's rehabilitation obligations;

- f. Abstention from any illegal drug misconduct. This provision shall not preclude the employee from voluntarily referring himself/herself for a subsequent course of treatment.
- g. Acknowledgement that any future violation of Company drug prohibitions shall result in immediate discharge;
- h. Submission to no more than four random urine testings within a one-year period from the date of the agreement and executing the appropriate release of medical information forms. A positive result from the drug test will result in discharge;
- i. Failure to comply with any provision of the agreement shall result in immediate discharge; and
- j. Access to the grievance-arbitration procedures shall be limited to a factual determination of whether the employee violated any provision of this agreement.