

# **PG&E/IBEW**

## **LETTER AGREEMENT**

### **REFERENCE DOCUMENT COMPLETE EDITION**



**December 2014**

Recently added letter agreements are highlighted yellow in the table of contents.

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## **ALTERNATE WORK SCHEDULES**

1. [Letter Agreement No. 93-96 \(4x10 schedule\)](#)
2. [Letter Agreement No. 93-97 \(9x80 schedule\)](#)
3. [Letter Agreement No. 93-98 \(12-hour schedule\)](#)
4. [Letter Agreement No. 02-61](#) (Double Time for all hours Worked in Excess of 12 Consecutive Hours Worked and the Payment of Double Time May Occur During Regularly Scheduled Work Hours)

# **LETTER AGREEMENT NO. 93-96-PGE**

November 2, 1993

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

Attention: Mr. Jack McNally

Gentlemen:

In order to provide a permanent and consistent approach to ten-hour, four-day workweek schedules, Company proposes, pursuant to Subsections 202.16(b), 302.7(e), and 10.7(b), of the Physical and Clerical Agreements, that the following provisions be applicable to all such schedules implemented. This Agreement supersedes Letter Agreement 90-152 and 86-119.

## **1. INITIAL ESTABLISHMENT OF SHIFTS**

- (a) Shift schedules for specific locations will be established through individual local letters of agreement, to be signed by Union's local Business Representative and Company's local Human Resources representative. Each local agreement will include the following information: location and department involved, those employees and classifications affected, start and stop dates, and applicable work schedules for involved employees.
- (b) The number of employees working at a location shall not be reduced due to establishment of a ten-hour, four-day shift schedule unless otherwise agreed to by the Union.
- (c) All other aspects of such local agreements must conform to the provisions outlined in this agreement.
- (d) Any local agreement not conforming to the guidelines in 1(a), (b), or (c) above, will be considered invalid, with the affected employees to be returned immediately to the schedule in effect immediately previous to the implementation of the invalid agreement. Company will be liable for any pay adjustments made necessary by the invalidation of a local 10-hour schedule agreement for all hours worked outside of the valid work schedule.
- (e) When local 10-hour schedules are instituted, appropriate arrangements will be made in accordance with Letter Agreement 88-62-PGE and the procedures established by the Joint Committee for the regular tracking and reporting of cost and productivity factors associated with these schedules.



- (f) Copies of all such productivity/expense reports as described in 1(e) above shall be forwarded to Company's Industrial Relations Department in San Francisco and Union's Walnut Creek headquarters.

## **2. MEALS**

Lunch will be five hours after start time, in accordance with current Industrial Welfare Commission Order No. 4-89.

## **3. OVERTIME MEALS**

No employee shall be required to work more than five hours without a meal. (i.e., assuming a schedule of 0700 to 1730, any paid overtime prior to 0600 or after 1730 qualifies for meals per Titles 104 and 16.) In all other situations, provisions of Titles 104 and 16 will apply.

## **4. OVERTIME**

- (a) No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. In all other instances, overtime will be paid at the appropriate rate.
- (b) General: Overtime will be paid in accordance with the provisions of Sections 208.1, 208.2, 308.1, 308.2, 12.1 and 12.2, except that for purposes of this agreement, Item (b) under both Section 208.1, 308.1 and 12.1 shall be revised as follows: (b) time worked in excess of regular scheduled hours on a workday.

## **5. UPGRADES**

Upgrades will be made among all personnel present at the worksite working the same hours, including prearranged overtime, at the time of the upgrade. Title 300 employee's normal practice shall prevail in accordance with Section 305.4 of the Agreement who are working on same schedule.

## **6. SICK LEAVE**

Sick leave will be converted to hours, and shall be charged in increments of one hour.

## **7. VACATION**

Vacation will be converted to hours, and an employee off on vacation will be charged for ten hours subject to the following:

- (a) Employees, upon returning to the regular eight-hour workday, may elect to have Company purchase any fractions of days' vacation remaining, or may elect to take a day off and be paid for that amount of fractional vacation allowance due.
- (b) Employees who remain on the ten-hour schedule at the end of a year will automatically have any fractional vacation allowance deferred to the following year.

**Per Item 9D of Letter Agreement 07-44:** Employees on 10-hour schedules who presently are not required to supplement their holiday pay with vacation or floating holiday time will receive 1 hour of holiday time per pay period in keeping with the current holiday practice.

**8. HOLIDAYS**

Ten hours pay will be paid for holidays. The provisions of Section 103.6 and 14.6 shall apply to holidays on an employee's non-workday (utilizing the ten- hour credit as applied in Item 7.a above).

**9. JURY DUTY**

Jury duty will be converted to hours, and an employee off on same will be charged for ten hours.

**10. FUNERAL LEAVE**

Funeral leave will be converted to hours, and an employee off on same will be charged for ten hours.

**11. DISCIPLINARY LAYOFFS**

Under Positive Discipline, the Company will provide paid 10-hour Decision Making Leaves.

**12. INCLEMENT WEATHER**

Where appropriate in Sections 303.2 and 303.3, five hours shall be substituted for four; two-and-a-half hours for two; and ten hours for eight.

**13. TRAINING CLASSES**

If an employee will work more or less than 80 hours inclusive of non-productive time (vacation, sick leave, jury duty, etc.) in a pay period as a result of attending a Training Class the Company may adjust the employees schedule at the beginning or end of the schedule. These schedule changes will be without the payment of overtime and will be on the non-work day in the workweek. The minimum for any adjustment will be four hours. The regular work days will be Monday through Friday and the regular work hours during a training week are provided from Titles 15.9, 201.12 and 302.5 of the Agreement.

**14. CANCELLATION**

Either the Union or Company reserves the right to return to the five-day, eight- hour shift schedule by giving 30 days' written notice at the local level.

If you are in accord with the foregoing and agreement 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:           s/David J. Bergman

Director and Chief Negotiator

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

November 22, 1993

By: s/Jack McNally  
Business Manager

# **LETTER AGREEMENT NO. 93-97-PGE**

November 2, 1993

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

Attention: Mr. Jack McNally

Gentlemen:

In order to provide a permanent and consistent approach to nine-hour, nine-day schedules, Company proposes, pursuant to Subsections 202.16(b), 302.7(e)(2), and 10.7(b) of the Physical and Clerical Agreements, that the following provisions be applicable to all such schedules implemented after the date of signature of this Agreement. This agreement supersedes Letter Agreements 92-111, 90-235, 90-9 and 91-167.

## **1. Initial Establishment of Shifts**

- (a) Shift schedules for specific locations will be established through local letters of agreement, to be signed by Union's local Business Representative and Company's local Human Resources representative. Each local agreement will include the following information:
- location and department involved
  - those employees and classifications affected
  - start and stop dates
  - applicable work schedules for involved employees
- (b) The number of employees working at a location shall not be reduced due to the establishment of a nine-hour, nine-day schedule unless otherwise agreed to by the Union.
- (c) Any local agreement not conforming to the guidelines in 1(a) and 1 (b) above will be considered invalid, with the affected employees to be returned immediately to the schedule in effect immediately previous to the implementation of the invalid agreement. Company will be liable for any pay adjustments made necessary by the invalidation of a local 9-hour schedule agreement for all hours worked outside of the valid work schedule.

- (d) When local nine-hour schedules are instituted, appropriate arrangements will be made in accordance with Letter of Agreement 88-62-PGE and the procedures established by the Joint Committee for the regular tracking and reporting of cost and productivity factors associated with these schedules.
- (e) Copies of all such productivity/expense reports as described in 1 (d) above shall be forwarded to Company's Industrial Relations Department in San Francisco and Union's Walnut Creek headquarters.

**2. Schedule**

The "Nine-80" schedule is based on a two workweek cycle.

Week 1: Four nine-hour days, one eight-hour day: 44 hours

Week 2: Four nine-hour days, one day off: 36 hours

Example

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
Week 1	X	9	9	9	9	8	X
Week 2	X	9	9	9	9	X	X
Repeat Week 1							
Repeat Week 2							

In this example, every other Friday is a non-scheduled day. The non-scheduled day off will be the same day every other week. For some employees, every other Monday would be a non-scheduled day. Time card employees must turn in a time card on scheduled days off using an "X" in the hour column with "Regular Day Off" in the description column.

Schedules may be established using the 44/36-hour workweek cycle with other designated non-scheduled and non-workdays, provided such days are consecutive.

**3. Meals**

Lunch period will normally be four and one-half hours after start. However, consistent with Section 202.4, and 302.5 the regular lunch period may be advanced or delayed up to one-half hour by the supervisor without the payment of overtime.

**3. Overtime Meals**

Overtime meal shall be in accordance with Title 104 and 16. An employee who works more than one half hour beyond normal work hours on a nine-hour workweek will be entitled to the overtime meal provided they worked more than five hours since the last meal.

**4. Wages**

Each individual agreement shall establish adjusted wage rates that provide the same compensation during any cycle equivalent to the current compensation for 40-hour workweeks for the same number of weeks.

**6. Overtime**

(a) No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. In all other instances, overtime will be paid at appropriate rate.

(b) General: Overtime will be paid in accordance with the provisions of Section 208.1 =, 208. 2, 308.1, 308.2, 12.1 and 12.2, except that for purposes of this agreement, Item (b) under both 208.1, 308.1, and 12.1 shall be revised as follows: (b) time worked in excess of regular scheduled hours on a workday.

**7. Upgrades**

In the "Schedule" example, the normal practice shall prevail Monday through Thursday. On Fridays, upgrades will be made among all personnel working the same hours.

**Per Item 9E of Letter Agreement 07-44:** Employees on 9-hour schedules will supplement holiday pay with 1 hour of vacation or Floating Holiday time at their option.

**8. Sick Leave, Vacation Holidays, Jury Duty and Funeral Leave**

Sick leave, jury duty, funeral leave and vacation will be converted to hours. An employee who is off for either with be charged for eight or nine hours, (as appropriate for the individual's schedule), subject to the following conditions:

- (a) Sick Leave - Employees shall be charged in increments of one hour.
- (b) Vacation - An employee, upon returning to the regular eight-hour workday, may elect: to have Company purchase any remaining fractions of less than four hours vacation for clerical or a day's vacation for physical; or may elect to take a full day off and be paid only for that amount of fractional vacation allowance due. Employees remaining on eight/nine hour day at the end of a year will automatically have any fractional vacation allowance deferred to the following year.
- (c) Holidays - Eight or nine hours' pay will be paid for holidays. The provisions of Sections 103.6 and 14.6 shall apply to holidays on an employee's non-workday (utilizing the eight/nine hour credit as applied in Item No. 2 above).

For schedules which begin or continue into a new calendar year, eight or nine hours pay will be paid for the following holidays (depending on the employee's work schedule and date of holiday):

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(Third Monday in January)

Washington's Birthday  
Memorial Day

(Third Monday in February)  
(Last Monday in May)

Independence Day	(July 4)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving	
Christmas Day	(December 25)
Floating Holiday	

Employees are entitled to 104 hours of holiday pay, which is equivalent to 13 eight-hour holidays. In an eight-hour pay schedule the holidays are split into ten fixed and three floating, for a nine hour schedule it would be as follows:

10 Fixed Holidays X 9 hours = 90

1 Floating Holiday X 9 hours = 9

99 Hours

5 Hours Back Pay

The Company proposes as in Letter Agreement R1-92-111 to allow an employee who has secured eight or more hours of back pay the option of converting the hours to a second floating holiday. The Company will purchase any remaining hours of fractional holiday pay each year.

Schedules which begin at other than the beginning of a calendar year will result in the employees maintaining their current number of holidays for that year.

### 9. Disciplinary Layoffs

Under Positive Discipline, the Company will provide either paid nine-hour or eight-hour Decision Making Leaves depending on the individual's schedule.

### 10. Inclement Weather

Where appropriate in Section 303.2 and 303.3, four-and-a-half hours shall be substituted for four hours, and nine hours for eight.

### 11. Training Classes

If an employee will work more or less than 80 hours inclusive of non-productive time (vacation, sick leave, jury duty, etc.) in a pay period as a result of attending a Training Class the Company may adjust the employees schedule at the beginning or end of the schedule. These schedule changes will be without the payment of overtime and will be on the non-work day in the workweek. The minimum for any adjustment will be four hours. The regular work days will be Monday through Friday and the regular work hours during a training week are provided from Titles 15.9, 201.12 and 302.5 of the Agreement.



**12. Cancellation**

Either the Union or Company reserves the right to return to eight hour shift schedules by giving 30 days written notice at the local level. The nine hour shift schedule will be discontinued upon completion of the schedule's cycle.

Proposed agreements which deviate from the foregoing provisions require execution by the Manager of Industrial Relations and Union's Business Manager.

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: s/David J. Bergman  
Director and Chief Negotiator

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

Nov 30, 1993

By: s/Jack McNally  
Business Manager

# **LETTER AGREEMENT NO. 93-98-PGE**

November 2, 1993

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

Attention: Mr. Jack McNally

Gentlemen:

In order to provide a permanent and consistent approach to 12-hour day workweek schedules, Company proposes, pursuant to Subsections 202.16(b) and 10.7(b) of the Physical and Clerical Agreements, that the following provisions be applicable to all such schedules implemented after the date of signature of this Agreement. This Agreement supersedes Letter Agreement 90-153.

## 1. INITIAL ESTABLISHMENT OF SHIFTS

- (a) The shift schedules for specific locations shall be established through individual local letters of agreement, to be signed by Union's local Business Representative and Company's local Human Resources representative. Each local agreement will include the following information: location and department involved, employees and classifications affected, start and stop dates, applicable work schedules for involved employees, and methods of filling vacancies at the location. Such schedules may or may not provide for relief shift employees.
- (b) The number of employees working at a location shall not be reduced due to the establishment of a 12-hour shift agreement unless otherwise agreed to by the Union.
- (c) All other aspects of such local agreements must conform to the provisions outlined in this agreement.

- (d) Any local agreement not conforming to the guidelines in 1(a), (b), or (c) above will be considered invalid, with the affected employees to be returned immediately to the schedule in effect immediately previous to the implementation of the invalid agreement. Company will be liable for any pay adjustments made necessary by the invalidation of a local 12-hour schedule agreement for all hours worked outside of the valid work schedule.
- (e) When local 12-hour schedules are instituted, appropriate arrangements will be made in accordance with letter Agreement 88-62-PGE and the procedures established by the Joint Committee for the regular tracking and reporting of cost and productivity factors associated with these schedules.
- (f) Copies of all such productivity/expense reports as described in (e) above shall be forwarded to Company's Industrial Relations Department in San Francisco and Union's Walnut Creek headquarters.

## 2. MEALS

Shift employees shall be permitted to eat their meals during work hours and shall not be allowed additional time therefore at Company expense. Meals will be scheduled at intervals of no more than five hours, in accordance with Industrial Welfare Commission Order No. 4-89.

## 3. OVERTIME MEALS

Overtime meals will be handled in accordance with Titles 104 and 16.

## 4. WAGES

Each individual agreement shall establish adjusted wage rates that provide the same compensation during any cycle equivalent to the current compensation for 40-hour workweeks for the same number of weeks.

## 5. OVERTIME

- (a) ~~No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. In all other instances, overtime will be paid at the appropriate rate. See Letter Agreement 02-61.~~
- (b) General: Overtime will be paid in accordance with the provisions of Sections 208.1, 208.2, 12.1 and 12.2, except that for purposes of this agreement, Item (b) under both Section 208.1 and 12.1 shall be revised as follows: (b) time worked in excess of regular scheduled hours on a workday.
- (c) Rest Periods: An employee's entitlement to a rest period shall be determined by Sections 208.11 and 12.10, amended to provide a rest period following eight hours' work in the 16 hours immediately preceding the beginning of the employee's regular hours on a workday. If an employee's rest period overlaps into his/her scheduled shift, he/she will report to his/her shift at the end of the period, but not until the end of the fourth or eighth hour of shift, whichever follows the rest period first.

In the unlikely event employees work 24 consecutive hours preceding their normal scheduled shift, they will be entitled to a 12-hour rest period at the straight time rate of pay.

## 6. UPGRADES

Upgrades will be made among all personnel present at the worksite working the same hours, including prearranged overtime, at the time of the upgrade.

## 7. SICK LEAVE

Sick leave will be converted to hours, and shall be charged in increments of one hour.

## 8. VACATION

- (a) An employee's total entitlement will be converted to hours. A workday will consist of 12 hours, and employees taking vacation will be charged for 12 hours of use. Payment will be on the basis of the applicable wage rate for the classification. All Holiday hours will be converted to vacation and changed accordingly.
- (b) Vacations will be scheduled by seniority within each shift. Vacation hours constituting less than one full day shall be carried over to the next year.

## 9. HOLIDAYS

- (a) Six fixed holidays will be determined by a vote of the employees. A simple majority will be sufficient to establish those holidays observed. Employees who begin their day or night shift on an observed holiday will receive overtime pay for their 12-hour shift and is not entitled to any additional time off as provided in Section 103.7.
- (b) Two 12-hour floating vacation days shall be scheduled in accordance with Sections 103.3 and 14.3 of the Agreements. These days can be scheduled by the employee upon 24 hours' notice; however, a floating holiday may not be used on one of the six observed holidays (Item 6(a) above).
- (c) Employees transferring into a headquarters with 12-hour shift schedule classifications shall be granted the number of hours of holiday time remaining unused during the year in their previous schedule or the amount of holiday hours remaining in the headquarters schedule, whichever is greater.
- (d) Employees transferring out of a headquarters with 12-hour shift schedule classifications shall be granted the number of holidays remaining in the schedule into which they transfer, provided holiday hours taken in advance of the holiday are converted to vacation hours if available.

## 10. JURY DUTY

- (a) Time off for jury duty which occurs on a regularly scheduled workday will result in the employee being credited with 12 hours worked, for pay purposes.

- (b) An employee called as a witness, per Subsection 101.11 of the Physical Agreement and Subsection 6.11 of the Clerical Agreement, shall be credited with 12 hours' pay for such day at the appropriate rate of pay.
- (c) In either 7(a) or 7(b) above, if the employee is released, such employee will return to work on the day shift if there are at least four hours remaining prior to the end of the day shift.
- (d) Employees called for jury duty who are working the evening portion of a 12-hour schedule will be placed, for payroll purposes, on the day shift for each scheduled day such employee is required to report for jury duty, and will not be required to work the evening 12-hour shift before or after being required to report for jury duty. However, such employee shall return to work on the day shift upon being released from such duty if there are at least four hours remaining prior to the end of the day shift.

**11. FUNERAL LEAVE**

Time off for funeral leave which occurs on a regularly scheduled workday will result in the employee being credited with 12 hours worked, for pay purposes.

**12. HOURS**

Section 202.17, Change of Hours - First Four Days, and the Clarification of Title 10 - Hours of Work, Items III.C.2 and III.D.1, will be modified to provide overtime compensation for all work performed outside of regular work hours for the first three workdays of any situation.

**13. SHIFT PREMIUM**

No shift premium will be paid for the day shift. The night shift will receive a shift premium based on 12 hours at the third-shift premium. For the purposes of the eight hours' overtime contained within the normal 48-hour workweek, the overtime multiplier shall not be applied to the shift premium. The Sunday premium will continue to be paid unless specifically addressed in the local agreement.

**14. ELECTION DAYS**

On election days, affected day-shift employees will be permitted sufficient time to vote and normal commute time with pay prior to reporting to work. This delay in reporting time will be handled by extending the night-shift employees' workday where necessary.

**15. BENEFITS**

All benefits which are currently based on an employee's base rate of pay will continue to be based on the employee's current 40-hour workweek rate. Benefits which are currently based on an employee's actual earnings will be so determined.

**16. DISCIPLINARY LAYOFFS**

Under Positive Discipline, the Company will provide paid 12-hour Decision Making Leaves.

**17. FILLING VACANT POSITIONS**

- (a) If the Company elects to fill a vacant position at any location that does not have relief shift employees or relief shift employees are not available, other than by reassignment on the watch or the utilization of adjacent watch personnel, the following sequence shall be utilized:
- (1) Call in the shift employee who is on his/her "long change" and has signed the voluntary sign-up list, if applicable, (the operator who will be called is the operator who has the most days off on his non-workdays).
  - (2) Call in the shift employee who is on his/her "long change" (the operator who will be called is the operator who has the most days off on his non-workdays).
  - (3) Call in the shift employee on his/her non-workdays who has signed the voluntary sign-up list, if applicable, and is scheduled to return to work on the same shift that is vacant.
  - (4) Call in the shift employee on his/her non-workdays who is scheduled to return to work on the same shift that is vacant.
  - (5) Call in the shift employee on his/her non-workdays who has signed the voluntary sign-up list, if applicable, and previously worked the same shift that is vacant.
  - (6) Call in the shift employee on his/her non-workdays who previously worked the same shift that is vacant.
  - (7) Assign the employee who worked the previous shift while attempting the call-out of another employee.
- (b) Every effort will be made to minimize the occurrence of an employee working in excess of 16 hours and in no instance will an employee be required to work in excess of 24 hours.
- (c) If Relief Shift Employees are utilized, the labor Agreement Clarification of Titles 202 and 208 for the Hours of Relief Shift Employees shall be amended as follows:
- (1) Section A shall provide that the regular scheduled workdays may be changed by agreement between Union and Company; however, when the relief shift employee's regular schedule provides for a 12-hour shift, the hours of the shift shall be the same as the regular 12-hour-day shift.
  - (2) Section B, Item 1 shall provide that the first watch in a 24-hour day period will be the day shift.
  - (3) Section B, Items 2 and 4 shall be amended to allow employees utilized to cover a vacant shift and who are also scheduled to work a following shift, that would require such employees to work 20 or more hours in a 24-hour period, shall be excused from working the shift, but shall, nevertheless, be paid for the shift.

(4) Section D, Item 1 shall be amended to delete the word "consecutive" from the third sentence.

(5) Section D, Item 2 will be neither applicable nor utilized under this agreement.

**18. TRAINING CLASSES**

In the workweek prior to or following the workweek the employee attends training, the Company may increase or decrease the number of hours the employee works to ensure a complete pay cycle and should be in increments of not less than four hours on a regular day off at the beginning or end of the schedule. (see attachment 1) These changes will be without the payment of overtime.

The provisions of Section II, paragraph F, of the Hours Clarification will be modified to address training of less than one week for employees on this shift schedule. Employees will be scheduled for eight hours on the days of training and then will complete the remainder of their workweek to provide for a total of 36 or 44 hours respectively (see Attachment 1). When the remaining time is less than a full shift, employees may work the balance of hours and then be released, or schedule such balance as vacation with prior agreement from supervision.

**19. CANCELLATION**

Either the Union or the Company reserves the right to return to the eight-hour shift schedule by giving 30 days' written notice at the local level. The twelve hour shift schedule will be discontinued upon completion of the schedule's cycle.

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: s/David J. Bergman  
Director and Chief Negotiator

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

November 22, 1993

By: s/Jack McNally  
Business Manager

## Training < 1 Week Duration

### 36 Hour Workweek

#Days	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	Hrs Paid
4 days	X	8	8	8	8	4 & release	36 & release
	X	8	8	8	8	4 (vacation)	36 (4 vacation)
3 days	X	8	8	8	12	X X	36
2 days	X	8	8	12	8 & release		36 & release
	X	8	8	12	8 & vacation		36 (8 vacation)
1 day	X	8	12	12	4 & release		36 & release
	X	8	12	12	4 (vacation)		36 (4 vacation)

### 44 Hour Workweek

#Days	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	<u>S</u>	Hrs. Paid
4 days	X	8	8	8	8	12	X	44
	X	8	8	8	8	12	(vacation)	44
3 days	X	8	8	8	12	8 & release		44 & release
	X	8	8	8	12	8 (vacation)		44 (8 vacation)
2 days	X	8	8	12	12	4 & release		44 & release
	X	8	8	12	12	4 (vacation)		44 (4 vacation)
1 day	X	8	12	12	12	X	X	44

### Two Week Cycle

#Days	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	<u>S</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>TH</u>	<u>F</u>	<u>S</u>	Hrs Paid
4 days	X	8	8	8	8	X	X	X	12	12	12	12	X	X	80
3 days	X	8	8	8	12	X	X	X	12	12	12	8	& rels		80
	X	8	8	8	12	X	X	X	12	12	12	8	(vac)		80
2 days	X	8	8	12	12	X	X	X	12	12	12	4	& vac		80
	X	8	8	12	12	X	X	X	12	12	12	4	vac		80
1 day	X	8	12	12	12	X	X	X	12	12	12	X	X	X	80

NOTE: Schedule is intended to be representative assuming training begins at the start of the week. This may not be the case in all situations.





# LETTER AGREEMENT NO. 02-61-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
925-933-6060

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STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,  
BUSINESS MANAGER

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November 27, 2002

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

Attention: Mr. Perry Zimmerman, Business Manager

Dear Mr. Zimmerman:

Consistent with the recommendation of the Review Committee in Decision Numbers 12763 and 12883, Company proposes the following to provide a permanent and consistent approach to compensating employees on alternate work schedules. This letter agreement also cancels and supersedes Pre-Review Committee Case No. 1960.

In each of the generic alternate work schedule letter agreements, 93-96 (10 hour), 93-97 (9 hour), and 93-98 (12 hour), under the topic of Overtime there is the statement:

“No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. In all other instances, overtime will be paid at the appropriate rate.”

The Overtime section of each of the generic letter agreements go on to modify Subsection 208.1(b) and Subsection 12.1(b) of the Contracts so that overtime is paid for time worked in excess of regular scheduled hours on a workday instead of time worked in excess of eight consecutive hours. However, there was no change to the Contracts in the application of Section 208.2, the double time provisions.

In settling PRC 1960, the parties relied on the above quoted language from the generic agreements. In settling RC 12763 and 12883, the parties determined there are inconsistencies in pay application.

In order to provide a consistent approach, Company proposes that employees will be paid double time for all hours worked in excess of twelve consecutive hours worked and the payment of double time may occur during regularly scheduled work hours. This pay provision shall be effective with the ratification of the 2002

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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

July 11, 2003

By: s/Perry Zimmerman  
Perry Zimmerman  
Business Manager

## **BIDDING**

1. [Letter Agreement No. 81-95](#) (Clarification of Subsection 205.17(a) – Appointment Due to Urgent Necessity for Apprentices)
2. [Letter Agreement No. 87-29](#) (Rights of Regular Employees Filling Temporary or Temporary Additional Jobs)
3. [Letter Agreement No. R2-89-81](#) (Guidelines for Section 205.3, Filling Temporary Vacancies)
4. [Letter Agreement No. 90-7](#) (Declining Job Offer Where There is More Than One Shift)
5. [Letter Agreement No. 95-80](#) (Award Vacancies Requiring CDL Pending Completion of School)
6. [Letter Agreement No. 98-28](#) (Clarification of Subsection 305.5(a) Top Rate of Pay)
7. [Letter Agreement No. 11-02](#) (Returning Employees on LTD to Active Service)
8. [Letter Agreement No. 11-06](#) (Expands Provisions of Sections 306.9/19.9 for Internal Job Search/LTD)
9. [Letter Agreement No. 11-26](#) (Clerical Bid Codes – Gas T&D, Walnut Creek)

# LETTER AGREEMENT NO. 81-95

Abstract: 205.17 may supersede "Relocation" limitations imposed by the master apprenticeship agreement.  
File Date: 12/4/81  
Source: Letter Of Agreement  
File #: LA 81-95  
Division:  
Agreement: Physical

Title: 205-8, 205-17, 109

December 4, 1981

DIVISION MANAGERS  
MESSRS. M.E. BENNETT  
R.P. BENTON  
T.R. FERRY  
P.E. IDNG  
R.D. MANNING  
J.D. SHIFFER:

Company and Union have agreed that when an employee requests transfer to a Job vacancy for reasons of urgent necessity (as provided in Section 205.17 of the Physical Agreement) but is con- strained by the "relocation" limitations imposed by the Master Apprenticeship or other training agreements, Section 205.17 may supersede. Details are contained in the attached letter agreement.

## I. WAYLAND BONBRIGHT

FHGreenstein(4401):lsc

cc: JSCooper EJJHilden  
GSBates BANelson  
JYDeyoung DOKabayashi  
HMMckinley TCPhebus  
RKMILLER JBStoutamore  
JOSchuyler ECSuess  
MEBadella CPTaylor  
WHBarr TETemen  
LCBeanland RCNiomberry  
FCBuchholz CEWelte  
DHColwell JNYIarraz  
RHCunningham Div. Pers. Mgrs.  
BADamele Div. Elect. Supts.  
AWDefoe Div. Gas Supts.  
AHEllis Div. Hydro Supts.  
WAFowers Div. Steam Supts.  
NHEad  
Attachment

## LABOR AGREEMENT INTERPRETATION

TITLE 205 - JOB BIDDING, PROMOTION AND TRANSFER

TITLE 109 - APPRENTICESHIP TRAINING

The Master Apprenticeship Agreement and other similar training agreements limit an employee's rights to relocate, as an apprentice or trainee, to one such move during the training period.

Questions have arisen with respect to whether or not Section 205.17 of the Physical Agreement is in conflict with any or all of the training agreements above with respect to relocations while an apprentice or trainee.

In order to resolve any questions as to conflict, Company and Union agree that where the conditions of Section 205.17 are fully met and both Company and Union agree to a relocation, then provisions of Section 205.17 shall govern.

For Union

s/Jack McNally  
Its Business Manger

Date November 18, 1981

For Company

s/l. Wayland Bonbright  
Its Manager of Industrial Relations

Date September 3, 1981

# LETTER AGREEMENT NO. 87-29

February 10, 1987

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This letter cancels and supersedes Letter Agreement 84-57, signed July 3, 1984, concerning the rights of regular employees filling temporary or temporary additional jobs.

Situations arise where temporary or temporary additional positions are filled by employees having regular status. Such situations could occur by the rehire into a temporary classification of a regular employee who has been laid off for lack of work for less than one year or by the hire or rehire into a temporary classification of an individual who upon completion of six months' continuous service gains regular status as outlined in Subsections 106.5(a)(3) and 17.5(3) of the Physical and Clerical Agreements.

A regular employee, who is in a classification at a given headquarters and who was placed in that position without reference to Titles 18 or 19 of the Clerical Agreement or Titles 205 or 206 of the Physical Agreement, shall be entitled to all applicable provisions of those same Titles, except for:

1. Such employee shall not have a transfer or bid considered to his/her same classification, department and headquarters;
2. Such employee shall not have Title 206 or 19 rights to his/her same classification, department and headquarters if such employee is displaced or demoted from such classification.

The parties further agree to the following:

1. It is not the intent of the parties that the provisions of Titles 18 or 19 and 205 or 206 be circumvented when an employee is placed into a position without reference to those Titles.
2. A regular employee in an authorized position will not be placed in a temporary or temporary additional position for the sole purpose of relocation.

3. It is the intent of the parties that employees returning from compensation payroll, rehabilitation, and/or Long-Term Disability who have been placed into positions on a trial basis for the purposes of training and/or determining the suitability of the employee to do the work, do not have Title 206 (except Subsection 206.9(a)) of the Physical Agreement and Title 19 (except Subsection 19.9(a)) of the Clerical Agreement rights for the duration of such temporary trial assignments. If at the conclusion of the trial period it is determined that such employee is not suited to the work, the employee shall be returned to compensation payroll, rehabilitation and/or LTD as appropriate.

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.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By S/I. Wayland Bonbright  
Manager of Industrial Relations

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

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

February 17, 1987

By S/Jack McNally  
Business Manager

# LETTER AGREEMENT NO. R2-89-81-PGE

June 9, 1989

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 to you on the same subject, dated June 1, 1989.

As a result of the 1987 general bargaining, Section 205.3 of the Physical Agreement was amended to include the provisions of Review Committee Decision No. 1005. Concurrent with this bargaining, Section 205.7 was amended to provide for the elimination of Postbidding. As a result, it is possible to have prebids on file from other than Subsection 205.7(b) applicants, generating a question on the sequence of consideration under Subsection 205.3(a) and (b).

The Parties, therefore, agree to apply the following guidelines in the application of Section 205.3, which reflect the intention of the 1987 general negotiations. The sequence of consideration shall be:

1. to the senior qualified 205.7(a) bidder in the department and headquarters of the vacancy; and then (b) bidder in the department and headquarters.
2. to the senior qualified 205.7(a) bidder in the headquarters of the vacancy; and then (b) bidder in the headquarters of the vacancy;
3. to the senior qualified 205.7(d) bidder in the department and headquarters of the vacancy;
4. to the senior qualified 205.7(d) bidder in the headquarters of the vacancy;

Note: If the vacancy is in a Division Department located at the same headquarters as a Department under the Region, Region 205.7(b) or (d) bidders fall into categories 2 and 4 and vice versa.

5. for upgrades of more than one basic workweek, if the vacancy cannot be filled as outlined in Subsection 205.3(a), described in 1 through 4 above, and in the absence of a next lower classification existing in the department and headquarters, the provisions of Subsection 205.3(b) will be invoked.

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: s/Richard B. Bradford  
Manager of Industrial Relations

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

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

June 22, 1989

By: s/Jack McNally  
Business Manager

# LETTER AGREEMENT NO. 90-7-PGE

Pacific Gas and Electric Company  
215 Market Street  
San Francisco, CA 94106 4151972-7000

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

January 15, 1990

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This will confirm that following the 1987 general negotiations, a discussion was held between Darrel Mitchell of the IBEW and Doris Spingola of PG&E regarding the application of Sections 205.6 and 18.7 (Forfeiture provision).

It was agreed, at that time, that an employee who declines a job offer to a classification at a headquarters where such classification is subject to more than one shift would not be subject to the six month bar imposed by the Forfeiture provision, in that the bidding system does not permit an employee to designate a preferred shift at the time of application.

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.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By s/s Richard Bradford  
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

January 19, 1990

By s/s Jack McNally  
Business Manager

# LETTER AGREEMENT NO. 95-80-PGE

June 20, 1995

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:

Currently, employees are required to have their license in hand by the vacancy control date, for positions requiring a commercial driver's license.

The Company has established a procedure whereby employees may attend 40 hours of classroom and hands on training at the Livermore Training Center to qualify for a commercial driver's license. Because the school can only accommodate four students a week there is a significant delay for employees in obtaining their license.

Company is therefore proposing, pursuant to Section 205.19, to award vacancies requiring a commercial driver's license, pending successful completion of the school (including the DL170 test by Company tester) and/or license certification. In order to be considered for a pending award the employee must already have passed the physical examination and have obtained the Department of Motor Vehicle's permit for a commercial driver's license.

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: s/David J. Bergman  
Director and Chief Negotiator

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

July 7, 1995

By: s/Jack McNally  
Business Manager

**LETTER AGREEMENT  
NO. 98-28-PGE**

April 8, 1998

Local Union 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 4790  
Walnut Creek, CA 94598

Attention: Jack McNally, Business Manager

Dear Mr. McNally:

Company proposes the following clarification of Subsection 305.5 (a), "Top Rate of Pay." "Top rate of pay of the next lower classification" is defined as the top wage rate of that classification which has the lowest maximum wage rate of classifications combined and indicated as the next lower to any particular higher classification.

An example of the above would be Gas Construction filling an Apprentice Welder position the employee considered at top rate of pay next lower would be top wage step 0947, Utility Workers and any 0525, Fieldpersons, regardless of wage step.

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 of the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: s/David J. Bergman  
Chief Negotiator

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO

May 5, 1998

By: s/Jack McNally  
Business Manager



# LETTER AGREEMENT NO. 11-02-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
MAIL CODE N2Z  
P. O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310  
STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL,  
BUSINESS MANAGER

January 10, 2011

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

Sections 112.15 (Physical) and 7.15 (Clerical) of the Labor Agreements state, "By written agreement between the Company and the Union and on an individual basis, an employee who qualified for and received benefits under the LTD Plan of the Benefit Agreement between the Company and the Union may be returned to active service."

Letter Agreement 05-53 gave the authority to execute local letters of agreement to return employees on LTD to work (Sections 112.15/7.15), to the Return to Work (RTW) Department and the IBEW Co-Chair of the LTD RTW Ad Hoc Committee who is appointed by the IBEW Business Manager.

To maximize the efficiency of the RTW Department in working with LTD employees, the Company proposes a letter agreement not be required for placements of employees who return from LTD into a position as a top bidder/ transfer via Titles 205/18 or into a position deemed an unrestricted appointment per Sections 205.5/18.5.

Either party may cancel this agreement by providing 30 days written notice at which time the provisions of Letter Agreement 05-53 would be reactivated.

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 AND ELECTRIC COMPANY

By: S/Stephen A. Rayburn  
Stephen A. Rayburn

Director and Chief Negotiator

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

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

March 16, \_\_\_\_\_, 2011

By: S/Tom Dalzell  
Tom Dalzell  
Business Manager



# LETTER AGREEMENT NO. 11-06-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P. O. BOX 770000  
SAN FRANCISCO, CA 94177  
(415) 973-4310  
STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL,  
BUSINESS MANAGER

February 14, 2011

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

This Letter Agreement cancels and supersedes Letter Agreement 10-51 to include Section 306.9.

In accordance with Letter Agreement 06-06, the Company's Internal Job Search Process (IJS) may place IBEW bargaining unit employees into IBEW jobs in different IBEW Lines of Progression and/or a different Bargaining Unit.

Company proposes that the provisions of Sections 306.9/206.9/19.9 be expanded to include employees who are placed into an IBEW Bargaining Unit job in another Line of Progression or a different Bargaining Unit as the result of an IJS or who are returned to work from Long-Term Disability into a different bargaining unit.

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: S/Stephen A. Rayburn  
Stephen A. Rayburn

Director and Chief Negotiator

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

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

March 15, \_\_\_\_\_, 2011

By: S/Tom Dalzell  
Tom Dalzell  
Business Manager



# LETTER AGREEMENT NO. 11-26-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P. O. BOX 770000  
SAN FRANCISCO, CA 94177  
(415) 973-4310  
STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL,  
BUSINESS MANAGER

June 13, 2011

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

Pursuant to Section 18.17 of the Clerical Agreement, the Company proposes to utilize the existing Operating Clerical bid codes associated with Gas Transmission and Distribution positions in Walnut Creek. The affected bid codes include:

- 00954 Operating Clerk
- 00970 Operating Clerk Typist
- 10738 Sr. Operating Clerk I
- 11272 Sr. Operating Clerk I – Typist

This proposal supports the need to immediately fill vacancies at 2700 Ygnacio Valley Road and any future vacancies at other adjacent locations within the boundaries of Lennon Street, Oak Grove Boulevard, Ygnacio Valley Road and Shadelands Drive that may be established in support of gas pipeline work. These adjacent locations will be considered one headquarter for all contractual purposes.

This proposal has been discussed with Business Representative John Mendoza.

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: s/Stephen A. Rayburn  
Stephen A. Rayburn

Director and Chief Negotiator

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

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

June 17, 2011

By: s/Tom Dalzell  
Tom Dalzell, Business Manager

## **CHILD CARE**

1. [Letter Agreement No. R4-90-214](#) (Child Care Programs)



# LETTER AGREEMENT

## NO. R4-90-214

May 1, 1991

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:

PG&E recognizes that, as its workforce changes, the needs of employees are also changing. Company believes that our employees' sense of security concerning their families plays an important role in their ability to work productively.

Based on these changing needs, Company and Union undertook a comprehensive evaluation of the family related needs of our current employees as well as research on what other companies were doing to address these issues.

Building on PG&E's tradition of concern for employee well-being, and support for families, Company proposes to introduce five (5) new programs, to complement those already in existence, to help PG&E families meet the challenges of the 1990's:

1. A Dependent Care Reimbursement Account will be available to all employees. This program will allow employees to use up to \$5,000 annually in pre-tax dollars to pay for childcare, eldercare or other dependent care as allowed by the IRS. Enrollment will be in 1991 for 1992 and annually thereafter.
2. A Child Care Resource and Referral Program available to all employees. The program will help parents find the right solution for their specific needs: A childcare center in their community, an in-house caregiver, a sick child care provider, a childcare referral hot-line and information to help employees evaluate caregivers.

Company shall annually provide Union with childcare resource and referral data. Such data shall include the number of bargaining-unit employees by location who have used the service. Company shall include additional information concerning the supply, cost and availability of childcare services by county.

3. An Elder Care Resource and Referral Program will be available to all employees. The program would refer employees to available information about the types of services and options in the community, resource materials on community referral services, social services groups, outside professionals, and information on social security and Medicare/Medicaid.
4. Company will implement a new adoption assistance program to reimburse employees up to \$2,000 for expenses associated with adopting a child. Covered expenses include: legal fees, court costs, agency placement fees, transportation and various other related fees.
5. CHILDCARE CENTER  
To help solve the acute shortage of childcare facilities, commute, and other problems of parents who work in San Francisco, a childcare center will open at 77 Beale Street. The center will be operated by a licensed, experienced day-care provider selected by and under contract with PG&E. The center will be

available to employees regularly headquartered in downtown San Francisco (see attached map for downtown delineation). San Francisco Division employees headquartered at 245 Market Street who are relocated resulting from the Loma Prieta earthquake will continue to be eligible to participate in the childcare center as long as they continue working in San Francisco.

- a. Company and Union shall jointly determine the information included on the Request for Proposal (RFP) and the list of prospective bidders. Union reserves the right to review the vendor bids. Company shall notify Union in writing of the vendor selected. If Union believes Company's selection of the vendor does not serve the best interest of the bargaining unit, the Union may cancel Paragraph 5 of this letter agreement by providing the Company with written notice within 10 calendar days of receipt of selection notice.
- b. Initially, the center will accommodate 56 children, ages 6 weeks through 48 months, contingent on state licensing, with the goal of expanding to the maximum feasible number of children potentially to include preschoolers, ages 49 months to 60 months. The number of slots available to children of IBEW represented employees shall be determined based on the percentage of IBEW bargaining unit employees working in downtown San Francisco to exempt; ESC represented; and non-bargaining unit, non-exempt employees in those same locations. Temporarily upgraded employees will be given consideration determined by base classification.

Company and Union will negotiate a lottery system for selection of children. Company has exclusive jurisdiction over administration of the lottery.

- c. Prior to the end of the first year, Company and Union shall review all aspects of the operation of the center, including utilization fees. Additionally, Company and Union shall meet on a quarterly basis to discuss childcare issues, rates, lottery and parent satisfaction. Financial arrangements between PG&E and the childcare provider may be discussed at Company's option, but there is no obligation to do so.
- d. The vendor may cancel participation of certain children for valid reason. Vendor shall provide parents with reason for cancellation. These cancellations are not proper subject for Titles 9 or 102, Grievance Procedure of the Labor Agreement.
- e. Employees who resign or are discharged must withdraw their children within 30 calendar days of termination of employment. If a discharged employee is reinstated, the next available age appropriate childcare vacancy will be offered to the child who was withdrawn from the center. Regular employees who are laid off for lack of work must withdraw their children after one year from the lay-off date unless reemployed during that one year period.
- f. Company has exclusive jurisdiction over all matters concerning the childcare center except those where some jurisdiction is expressly granted to Union.
- g. Either party may cancel the provisions of Paragraph 5 of this letter agreement related to the childcare center with 30 days written notice. In the event of cancellation, children will be allowed to continue until reaching the maximum age limit, or until withdrawal by their parents, or until operation of the facility is terminated.

6. Other childcare facilities may be negotiated by Company and Union.

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: s/s David Bergman  
Manager of 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

By: Jack McNally  
Business Manager

May 2, 1990

**Child Care Center Lottery Guidelines**

Lottery

1. Regular full time employees who are eligible may submit an application to register their child for the lottery.
2. Employees will register for the lottery by application and the company will acknowledge receipt of registration.
3. A data base will be maintained by employee category.
4. When a vacancy occurs, a name will be drawn at random from within the same employee category and age range unless that category is above parity. In such case, see paragraph 5c below.
5. If the drawing in 4 above does not produce a selection or all selections are declined:
  - a. Selection will be made from the category that is the most below parity, or
  - b. If all categories are at parity, then the random selection will be made from those three categories, or
  - c. If one or more categories are above parity, those categories will be excluded from the random selection.
6. Parents will have 72 hours from the time of notification to decide if they want to enroll their child in the center.
7. If the opportunity to enroll the child is declined, the child's application may still remain eligible for future lottery selection.

Allocation of Slots

1. The percentage of slots allocated to employee categories will be based on the percentage of those categories that comprise the downtown San Francisco work force.
2. The percentage will annually updated at the fourth quarter review meetings.
3. The percentage will be in effect for one calendar year (January-December). For 1992, the percentage will be determined in 1991. For pre-registration in 1991, the percentage will be determined in June 1991.

# COMMUTER TRANSIT PROGRAM

1. [Letter Agreement No. R1-05-18](#) (Commuter Transit Program)



# LETTER AGREEMENT NO. R1-05-18-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,  
BUSINESS MANAGER

April 27, 2005

Mr. Perry Zimmerman, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 2547  
Vacaville, CA 95696

Dear Mr. Zimmerman:

The Company proposes to establish a Commuter Transit Program (CTP) allowing employees eligible under the IRS definition for Commute Transit Program to enroll and participate in the program.

Employees are only eligible if they use an IRS covered transit or parking as part of their work. The Company will contract with ADP (Automatic Data Processing, Inc.) to administer the program. CTP will allow employees to use pre-tax earnings to pay for commute or covered transit, up to the IRS limits. The ADP program will be similar to a health care reimbursement account. Employees sign up (or change their deductions) by a certain date and then can have their gross pay reduced by the cost of their covered transit and parking. The money is paid to ADP and ADP provides the employee with vouchers for transit tickets and/or directly pays covered parking, or reimburses the employee for parking.

The Company will notify the employees of the program. Employees will be eligible to sign up in May 2005 for the program. First pay deductions would happen in June with July of 2005 being the first time that employees will receive transit tickets or direct reimbursement for parking/reimburse parking service. For bi-weekly employees, the plan is to have deductions taken from the second check of the month. The employee will have to enroll or change their deduction by the 5th of the month prior to the deduction. For example:

- Employee signs up or changes deduction by June 5.
- ADP sends deduction file to the Company by about June 6.
- PG&E takes the deduction from the second June check for July transit.
- ADP sends transit ticket to employee prior to July 1.

Company retains the right to cancel the program by providing 30 days' written notice to the Union.

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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

May 27, 2005

By: s/Perry Zimmerman  
Perry Zimmerman  
Business Manager

# CONTRACTING

1. [Letter Agreement No. 86-85](#) (Guidelines for Section 24.5 – Contracting – of the Clerical Agreement)
2. [Letter Agreement No. 87-9](#) (Letter Agreement Extension of Agency Clerical Help at Local Level)



# LETTER AGREEMENT NO. 86-85-PGE

July 11, 1986

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This will confirm our understanding of the agreements reached between IBEW and Company during our meeting of July 7, 1986 regarding the future use of agency clerical employees, as an outcome of Arbitration Case No. 128.

We agreed to a definition of "limited period of time" as cited in Subsection 24.5(a) of the Clerical Labor Agreement. Specifically, future utilization of agency clerical employees as a resource may be up to 90 workdays for the purpose of emergency situations, relief coverage for absent employees, and specific special functions. This is with the understanding that Company complies with the guidelines set forth in Section 24.5 of the Clerical Labor Agreement.

In situations where (1) Company knows in advance that the need for agency clerical help will exceed 90 workdays, or (2) the need for an extension beyond 90 workdays arises with an existing agency clerical employee, a letter agreement request will be submitted by the organization for Company/Union execution.

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.

Yours very truly,  
PACIFIC GAS AND ELECTRIC COMPANY

By: s/l. Wayland Bonbright  
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

July 21, 1986

By: s/Jack McNally  
Business Manager

**LETTER AGREEMENT  
NO. 87-9-PGE**

January 12, 1987

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

Attention: Mr. J. K. McNally, Business Manager

Gentlemen:

In Letter Agreement 86-85-PGE, the Company and Union agreed that a letter agreement must be executed in situations where (1) Company knows in advance that the need for agency clerical help will exceed 90 workdays, or (2) the need for an extension beyond 90 workdays arises with an existing agency clerical employee.

In order to streamline and decentralize the approval process, we propose to allow agreement in said cases to take place at the local level through the Regional Personnel Manager and the local Union Business Representative.

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.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By s/l. Wayland Bonbright  
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

January 27, 1987

By s/Jack McNally  
Business Manager

## **DEMOTION/DISPLACEMENT**

1. [Letter Agreement No. 85-7](#) (Section 306.9 Regarding Preferential Consideration for Medical Reasons)
2. [Letter Agreement No. 95-79](#) (Gas Transmission Operator Considered Beginning Level Job Until the 18-Month Step)
3. [Letter Agreement No. 97-60](#) (Waiver of 3-Year Service Requirement of Sections 206.12 and 19.12)
4. [Letter Agreement 97-97](#) (Employees in the Accounting and Computer Operations line of progression who are displaced from the San Francisco General Office will have 19.9 rights to return to the San Francisco General Office in their previous classification)
5. [Letter Agreement R2-99-72](#) (Clarifications of Titles 19 and 206 – Demotion and Displacement Provisions)

PACIFIC GAS AND ELECTRIC COMPANY

PGE



245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

January 10, 1985

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

The Review Committee referred Case No. 1606 to Ad Hoc Negotiations. During subsequent discussion between the parties, it was agreed that Company would propose a Letter of Agreement to address the only remaining issue raised by that grievance.

Effective with the execution of this Letter Agreement, regular status General Construction employees with two or more years of service who are demoted or displaced due to medical reasons shall be extended preferential consideration, pursuant to the provisions of Section 306.9 of the Physical Agreement, to return to such former classification(s) and line of progression. Such preferential consideration shall only be to classifications held on other than a temporary basis.

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.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *Al Bonbright*  
Manager of Industrial Relations

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

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

March 7, 1985

By *Jack McNally*  
Business Manager

**LETTER AGREEMENT  
NO. 95-79-PGE**

June 16, 1995

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:

This letter supersedes recently executed Letter Agreement 95-63.

Section 206.6 of the Physical Agreement provides that employees may, under certain conditions, displace other employees in beginning classifications prior to being laid off for lack of work. Gas Transmission Operator is a beginning classification in the Gas Supply Business Unit with a 30 month wage progression.

Pursuant to the provisions of Section 206.12 of the Agreement, Company proposes for the purposes of applying Section 206.6, to consider Gas Transmission Operator a beginning classification until employees reach the 18 month wage step.

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: s/David J. Bergman  
Director and Chief Negotiator

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

June 20, 1995

By: s/Jack McNally  
Business Manager

# 97-60-PGE

March 25, 1997

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:

Pursuant to Section 19.12 of the Clerical Agreement and Section 206.12 of the Physical Agreement, Company proposes to waive the three year service requirements included in Subsection 19.4(a)/206.4(a) and Subsection 19.6(c)/206.6(c).

Either party may cancel this 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 and return one executed copy of this letter to the Company.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: s/David J. Bergman  
Chief Negotiator

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

April 16, 1997

By: s/Jack McNally  
Business Manager

# LETTER AGREEMENT

## NO. 97-97-PGE

July 1, 1997

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

Dear Mr. McNally:

In Letter Agreement 85-165, the Company and Union agreed to an Addendum to Title 19 applicable to the General Office. The addendum provides that each G.O. Section shall be considered a separate headquarters for the purposes of Title 19. While the treatment of each section as a separate headquarters has worked effectively in the past, the relocation of Payment Processing from San Francisco to West Sacramento has provided a unique situation not contemplated by the parties when LA 85-165 was executed. Under the current addendum, Payment Processing employees assigned positions in West Sacramento under the provisions of Title 19 have no rights back to their previous geographical headquarters (San Francisco) since their headquarters (Payment Processing) remains the same.

Pursuant to Section 19.12 of the Clerical Agreement, Company proposes that employees in the Accounting and Computer Operations line of progression who are displaced from the San Francisco General Office will have 19.9 rights to return to the San Francisco General Office in their previous classification.

*Example: An Accounting Clerk in Payment Processing who is assigned an Accounting Clerk position in West Sacramento Payment Processing has Section 19.9 rights to return to an Accounting Clerk position in the San Francisco General Office.*

In addition to the above, Company also proposes to provide employees displaced from the Utility Machine Operator classification in San Francisco, Section 19.9 rights to Utility Clerk vacancies in the Accounting and Computer Operations line of progression in the San Francisco General Office due to the elimination of the UMO classification in San Francisco.

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: s/David J. Bergman  
Chief Negotiator

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

July 17, 1997  
Date

By: s/Jack McNally  
Business Manager



# LETTER AGREEMENT NO. R2-99-72 PGE



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P. O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
925-933-6060

LAURA SELLHEIM, ACTING MANAGER  
AND CHIEF NEGOTIATOR

JACK McNALLY, BUSINESS MANAGER

April 27, 2000

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

Dear Mr. McNally:

Company proposes to replace the Clarifications of Title 19 and 206 based on the recommendations made by the Displacement Procedures Subcommittee. This is not intended to cancel or supercede any previous letter agreements regarding Titles 19 and 206, unless otherwise noted. The Reverse Lines of Progression for Title 600 classifications and the Reverse Lines of Progression for the Clerical classifications will be forwarded under a separate letter agreement proposal.

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: s/Laura Sellheim  
Laura Sellheim, Acting Manager and  
Chief Negotiator

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

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

May 11, 2000

By: s/Jack McNally  
Jack McNally  
Business Manager



**CLARIFICATION OF TITLE 206 AND TITLE 19**

**DEMOTION AND LAY OFF PRODEDURE  
OF THE PHYSICAL AND CLERICAL  
AGREEMENTS  
BETWEEN  
PACIFIC GAS AND ELECTRIC COMPANY**

**AND**

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

**JANUARY 1, 2000**

Replaces previous Volume 1 of Title 206 and Title 19 Clarification Booklets  
Dated January 23, 1995

## **I. Overview**

From time to time, the Company eliminates certain jobs (called *positions* in this document) for lack of work. The Agreements between the Company and the International Brotherhood of Electrical Workers (the Union) outline the responsibilities of the Company to its bargaining unit employees when the Company eliminates positions. Title 206 of the Physical Agreement and Title 19 of the Clerical Agreement describe, for operation, maintenance and construction employees and office and clerical employees respectively, the process by which the Company can assign alternative positions or layoff to displaced employees.

This document describes the process that is used to assign displaced employees to alternative positions or layoff consistent with contract provisions and based on a pre determined sequence of consideration provided by each employee.

## **II. Displacement and Demotion Process**

The Company decides which positions are to be eliminated independent of this process. The list of employees incumbent in these positions, called *List A*, is an input to this process. The Company considers all other bargaining unit jobs, whether currently filled or vacant, to be *positions* to which List A employees may be able to be demoted or displaced. This list is called *List B* and it includes all employees within a bargaining unit.

Title 206 and Title 19 contain several *sections* that describe how to determine positions to which an employee can be assigned. These are:

- 206.3 (19.3) Demotion in Line of Progression
- 206.4 (19.4) Elections to Change Headquarters or Department
- 206.5 (19.5) Election to Return to Previous Line of Progression
- 206.6 (19.6) Bumping Employee in Beginner's Job
- 206.7 (19.7) Layoff

### **A. Employee Election Form**

Every employee will have the opportunity to complete an Employee Election Form to pre-select the order or sequence in which they wish their displacement rights under Section 206.3 (19.3) through 206.7 (19.7) to be administered. New employees will complete an Employee Election Form after one year of employment. Employees may make changes to their elections at any time during their employment by completing a new form. Job assignments will be made in sequential order as determined by the employee and consistent with contract provisions. An employee who does not have a completed form on file, or whose completed form is no longer valid because they have changed their line of progression, will be assigned a default selection sequence.

The default selection sequence is as follows:

- 1) 206.3 (19.3) to an immediate next lower classification as shown in the reverse lines of progression;
- 2) 206.4 (19.4) to Area, then Unit, then System;
- 3) 206.5 (19.5) to Area and then Unit;
- 4) 206.6 (19.6) to Area, then Unit, then System; and
- 5) **206.7 (19.7) layoff**

The Company will use the valid form on file as of two days prior to the start of the initial assignment phase

### **B. Communications and Notice**

Prior to beginning a workforce reduction, Company representatives will meet with the Union for the purpose of a) explaining the business reason for the reduction; b) reviewing the number, type of classifications and locations (headquarters) to be reduced, the reduction time frame, and any job vacancies; c) agreeing on a date for 206.1 or 19.1 notification (including granting of A rights) and a date for 206.2 or 19.2 notification (which begins the displacement process); d) developing the plan for communicating with employees which will include system wide notification, unless agreed to otherwise; e) discussing any other special provisions that may reduce the impact from displacement; and f) discussing other issues as requested by the parties (i.e., Hiring Hall employees, contracting, and part-time employees).

206.1/19.1 notification: Employees will be notified of (1) an impending displacement; (2) the number of employees and classifications to be displaced; and (3) the date the 206.2/19.2 process is expected to begin. Additionally, at that time those initial employees to be displaced due to lack of work will be provided with preferential transfer and bid rights and the timeliness provisions of Subsections 205.4(d), 18.4(d), 205.5(d)(2) and 18.5 C (2) will not apply for the purpose of granting consideration under the provisions of Subsections 205.5 (a) or 205.7 (a) rights or 18.5 (a) or 18.7 (a) rights.

206.2/19.2 notification: Employees will be notified of the specific date that the 206/19 job assignment process will begin. In no case will the 206/19 assignment process begin less than 14 days following this notification. Employees have until 2 days prior to the start of the 206/19 assignment process to make changes to their Employee Election Form. Completed Employee Election Forms must be received and date stamped in the HR Service Center at least two days prior to the beginning of the 206/19 assignment process in order to be valid.

### **C. Initial Assignment Process**

Assignments will be made beginning with List A in order of seniority, with the most senior List A employee coming first. This most senior employee is assigned to the first available position as determined by the selection sequence they have identified. Further, an employee must prioritize at least one 206.3 (19.3) option before receiving any consideration for option under sections 206.5 (19.5) and 206.6 (19.6). Under Section 206.3 (19.3) an employee may elect to prioritize the sequence of any successively lower positions in their reverse line of progression, and assignments will be made accordingly.

If there are no positions to which the employee may displace based on their selection sequence, they will be assigned to lay off pursuant to Section 206.7(19.7). A List B employee who is displaced by a List A employee will be immediately added to List A in order of seniority. This process is then repeated for the next most senior employee on List A and continues until all displaced employees receive an assignment or are laid off.

Employees who are off on an extended basis on either a leave of absence or workers' compensation payroll, will be assigned to positions just as if they were on the active payroll.

### **D. Final Assignment Process**

Following the initial assignment process, all employees who have been initially assigned Area positions under Subsections 206.4(a)(1) and 206.4(b)(1) [19.4(a)(1) and 19.4(b)(1) of the Clerical Agreement] will be provided with a list of headquarters assigned to other employees displaced to the same classification and department within that Area for consideration and prioritization. Employees initially assigned Unit positions under Subsections 206.4(a)(2) and 206.4(b)(2) [19.4(a)(2) and 19.4(b)(2) of the Clerical Agreement] will be provided with a list of headquarters assigned to other employees displaced to the same classification and department within that Unit for consideration and prioritization. Finally, employees initially assigned System positions under Subsections 206.4(a)(3) and 206.4(b)(3) [Sections 19.4(a)(3) and 19.4(b)(3) of the Clerical Agreement] will be provided with a list of headquarters assigned to other employees displaced to the same classification and department within the System for their consideration and prioritization. The assignments made under 206.6 or 19.6 will be handled in a similar manner for those employees in like classifications. For example, if three employees are assigned to the same classification and department under Section 206.6 as an Area assignment (206.6 (a)), all three employees will be given a list of the three headquarters and asked to prioritize them.

Employees will have seven calendar days to prioritize the headquarters. Final job assignments will be made in order of priority based on seniority.

Employees who are on vacation, sick leave, workers' compensation payroll or a leave of absence during the seven day timeframe will be allowed to leave a contact number where they can be reached so that they may be contacted and given the headquarter list to review and prioritize. If these employees cannot be reached, they will be assigned to the headquarters that is closest to their home address and that their seniority will allow.

Final job assignments will be made in order of preference based on seniority.

### **E. Job Assignment Notification**

Employees will be notified of their job assignments by letter and through a general employee posting. Employees will be given seven calendar days to either accept or decline the job assignment. Employees who accept the job assignment will be expected to report to their new work location as directed by their immediate supervisor.

### **F. Employees who Decline Job Assignments**

An employee who declines a job assignment will be laid off under Section 206.7 or 19.7 but will retain rehire rights pursuant to Subsection 206.13 [19.13] and is entitled to receive the Severance Package if eligible under Exhibit K of the Clerical Agreement or Exhibit XIV of the Physical Agreement. The position that the employee had been assigned to will be filled pursuant to Title 205 or Title 18 as soon as possible. Further, the eight day time limit for submitting prebids and transfers will be suspended for employees impacted by this process.

### **G. Appropriate use of Employee Election Forms**

The Company will not access the Employee Election Forms until the end of the fourteen day notice period described in Section C above.

## **III. Clarifications by Contract Section**

### **A. 206.1 and 19.1 Seniority Ties**

In those cases where employees share the same seniority date, the following steps should be followed:

1. Any prior service as a Company employee shall be taken into consideration and the employee whose prior service is greater shall be deemed to have the greater seniority.
2. In the event such consideration does not resolve the conflict, the employee who first successfully completed all pre-employment tests shall be deemed to have the greater seniority.
3. In the event such consideration does not resolve the conflict, the employee whose application was first filed with the company will be deemed to have the greater seniority.
4. In the event such consideration does not resolve the conflict, the parties will determine which employee is deemed to have the greater seniority by a mutually agreed-upon method of chance such as a coin flip. (LA 87-121)

### **B. 206.3 and 19.3 Headquarters Defined**

The following letter agreements define headquarters for locations:

#### **Physical Agreement:**

1. Each geothermal unit at the Geysers Power Plant be established as a "Headquarters" for the Operations Department and all Power Plant Operators will report directly to their headquarters. This agreement shall NOT change the meaning of "headquarters" within Titles 205 and 206. For purposes of Titles 205 and 206, the East Geysers will still be considered as the "Headquarters." (LA 99-15-Supersedes LA 97-133)

2. Employees headquartered in the following locations shall be considered as being a part of the geographic division and geographic region in which their headquarters is located. Employees of each of the respective geographic divisions and regions shall be considered for purposes of Title 206 to be a part of the applicable location:

Department of Engineering Research (DER)  
San Ramon Unit 1, Area 4  
Diablo Canyon Power Plant Unit 6, Area 28

Gas and Electric Technical Services  
Kettleman Unit 5, Area 21

Electric Meter Repair  
Oakland Unit 1, Area 4 (has since moved to Fremont but still Unit 1)

Gas Meter Repair Plant  
Fremont Unit 1, Area 4  
(LA 92-42)

3. For purposes of 206.3 for the Nuclear Power Generation and Steam Departments, each plant is considered a headquarters. For purposes of 206.4, Steam Generation and Nuclear Generation is considered the Demotion Unit as shown in the Supplement to Title 206 Demotion Units.
4. For purposes of 206.4 for Hydro, Demotion Unit is defined as Hydro Area Watersheds (North, Central or South) as defined in the Supplement to Title 206.

#### Clerical Agreement

1. The General Office organization (including Fairfield Computer Center and West Sacramento Billing Center) is Demotion Unit 11 and the "Departments" in General Office are:
  - Vice President and Comptroller's
  - Computer Operations Department
  - Reprographics Section
  - Design Drafting Department
  - Mail Services Section
  - Building Maintenance and Operations Section

The term "headquarters" shall equal "Section" with the following exceptions:

- Section 19.14 "headquarters" shall equal "Department"
- Section 19.16: "Demotion Area" shall equal "Department"

The Fairfield Computer Center is considered a separate headquarters.  
(LA 85-165)

#### **C. 206.3 and 206.4 (19.3 and 19.4) Same Classifications**

For purposes of Section 206.3 (19.3) and 206.4 (19.4), the term same classification may include derivatives of the primary classification plus secondary requirements and combination classifications. However if the displacing employee does not possess the necessary secondary requirement, the employee may displace the next most junior employee that does not have secondary requirements.

The three clerical lines of progression are Customer Services, Operating and Accounting. Customer Services and Operating do not have department designations. The Accounting line of progression includes classifications in the following departments:

1. Vice President and Comptroller's organization (including Customer Accounting)
2. Computer Operations Department
3. Reprographics Section
4. Design Drafting Department

5. Mail Services Section
6. Building Maintenance and Operations Section (LA 85-165)

***D. 206.5 and 19.5 Election to Return to Previous Line of Progression***

In order to return to a previous Line of Progression, the following conditions must be met:

1. The employee must have spent at least six months in a classification in another line of progression in order to have 206.5 or 19.5 rights. The position held in the other line of progression must have been a regular assignment. For example; a Meter Reader who previously worked in the Steam Maintenance line of progression as a Utility Worker-Electrical Maintenance (0944) for five months and as a Utility Worker-Technical Maintenance (0963) for two months has the required six months in the Utility Worker classification in order to return to the Steam Maintenance line of progression. (Clarification dated 10-13-93)
2. An employee currently in a physical classification may return to a line of progression covered by the clerical bargaining unit and vice versa.
3. The employee can only return to the line of progression that he/she held immediately prior to entering his/her current line of progression. For example; a Meter Reader who was hired as a Utility Worker in Gas T&D, then transferred to a Garageman position and then transferred to his/her current Meter Reader position can only return to the Garageman position under Section 19.5.
4. The time spent in the employee's previous line of progression is cumulative. For example, an Electrician was originally hired as a Garageman. He held that classification for four months, then transferred to the Customer Services line of progression for six months and then returned to the Garageman classification for five months. He then bid to the Apprentice Electrician classification. Since he held the Garageman classification for a cumulative of nine months he is entitled to return to that classification under Section 206.5.
5. A previous line of progression is defined to include any classification not listed in the employees current reverse line of progression. For example, a Credit Representative may return to any classification not listed in the reverse line of progression for the Credit Representative classification. If an employee worked as a Service Representative for six months prior to entering the Credit Representative line of progression, he/she may return to the Service Representative classification under Section 19.5 because it is not listed in the Credit Representative reverse line of progression.
6. The line of progression the employee is returning to, must be in the employee's Demotion Area or Unit. For example; a Gas Serviceman in Hayward, who previously held the position of Auxiliary Operator would not be able to return to that position under this section because Auxiliary Operator is outside of the employee's Demotion Unit. Conversely, if an Auxiliary Operator previously held the classification of Meter Reader in the Customer Services Department, for more than six months, he/she would be able to return to the Meter Reader classification under 206.5 because the Division is in the Steam Demotion Area. (See Demotion Unit 12 in the demotion area definitions).
7. General Construction classifications are covered by Title 300 and therefore are not considered valid 206.5 options. Also, if an employee transferred from a Division physical line of progression to a General Construction position and then transferred to another Division physical line of progression, that employee is precluded from returning to the original line of progression since the intervening position was in General Construction.
8. An employee who is eligible to return to a classification in a previous line of progression, will not be subject to the wage restriction outlined in 206.1 and 19.1. For example; an employee who previously held the classification of Operating Clerk and is currently a Meter Reader, will be eligible to return to the Operating Clerk position even though it is a higher paid classification.

***E. 206.6 and 19.6 Beginning Level Classifications***

The following beginning level classifications have negotiated training programs that allow employees to automatically progress to the completion of the program while remaining in the classification. For the purposes of Section 206.6 and Section 19.6, while employees are in the first 18 months of these

classifications they shall be subject to being displaced in accordance with these contract sections.

Gas Control Operator  
Gas Transmission Operator  
Materials Handler  
Maintenance Assistant  
Nuclear Operator  
Reprographics Operator B  
Materials Handler  
Computer Operator

(LA 96-100, LA 93-67, LA 95-79, LA 95-76, LA 95-63, LA 96-44, LA 89-42, LA R1-89-26, LA 98-16, LA 89-42 and LA 89-26)

**F. 206.9 and 19.9 ACCELERATED PROMOTION (See LA 97-97, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> paragraphs).**

- A. Employees will be given consideration under Subsections 205.5(a) and 205.7(a) [18.5(a) 18.8(a)] in order of seniority regardless of whether their preferential bid rights are 206.9(a), 206.9(b) or 206.9(c) [19.9(a), 19.9(b) or 19.9(c)].
- B. Subsections 206.9(a) and 19.9(a) provide that employees who do not exercise their rights under these Subsections to return to their former status (classification, headquarters, and department) forfeit their rights under 206.9(a) and 19.9(a). In order to exercise these rights, employees must have prebids and/or transfers on file to their former classification, department and headquarters at all times.

Subsections 206.9(a) and 19.9(a) provide for a displaced employee's accelerated return to former Area, classification and headquarters. Because this would not necessarily result in the employees regaining former bid/upgrade privileges, department is also a part of the employee's accelerated rights in regaining former status. Once an employee has regained their former classification, Area and headquarters, then the employee continues to have preferential rights to the former department.

**Example:**

A Truck Driver in the Electric Department in Fresno is displaced to Truck Driver in the Materials Department in Bakersfield. The employee has accelerated rights back to classification and headquarters, that is, Truck Driver, Fresno. Therefore, the employee is entitled to accelerated rights under 206.9(a) to all Truck Driver classifications headquartered in Fresno. Once there, however, the employee continues to have 206.9(a) rights to Truck Driver in the Electric Department in Fresno since returning to that department would make the employee's status whole.

- C. Subsections 206.9(b) and 19.9(b) allow demoted employees accelerated rights to return to their former classification without regard to location. Once the employee has successfully returned to the classification held prior to demotion, only the provisions of 206.9(a) and 19.9(a) will be applicable, i.e., return to headquarters or area. Further, 206.9(b) and (c) and 19.9(b) and (c) rights are not given to employees demoted under 206.15 or 19.14 (LA 93-93).
- D. Subsections 206.9(b) and 19.9(b) also provide that a demoted employee has accelerated rights to any vacancy in any intermediate classification of the reverse line of progression of the employee's former classification (see Fact Finding Committee Case No. 567-77-165).

NOTE: For purposes of 206.9(b) and 19.9(b) an employee displaced from an entry-level classification is considered to be a demoted employee if such displacement resulted in the employee losing his/her classification – e.g., a Groundman in Auburn who is displaced to a Materialsman position in Marysville has 206.9(b) rights to return to Groundman without regard to location.

NOTE: A demoted employee does not forfeit his/her 206.9(b) or 19.9(b) rights if the employee declines a job offer to return to his/her former classification or to a vacancy in any intermediate classification in the reverse line of progression of the employee's former classification. As long as a demoted employee does not voluntarily change

lines of progression, the employee retains 206.9(b) and 19.9(b) rights until he/she actually returns to his/her former classification.

**Example:**

An Electrician-Steam at Pittsburg Power Plant who has been demoted to Helper at Contra Costa Power Plant has the following rights under the provisions of 206.9:

- a) Under the provisions of 206.9(b) such employee has 205.7(a) prebid rights to Apprentice Electrician at any headquarters in the Company on a one-time basis only; and
- b) Under the provisions of 206.9(b) such employee has 205.7(a) prebid rights to Electrician at any headquarters in the Company on a one-time basis only. Once the employee regains the classification held prior to demotion, the employee continues to have 205.7(a) rights under the provisions of 206.9(a) back to the headquarters and department held prior to demotion, i.e., Electrician-Steam, Pittsburg Power Plant.
- c) Subsection 206.9 allows displaced apprentices who progress to unassigned or journeyman status to return to their former headquarters on an accelerated basis as a journeyman or unassigned journeyman.

**G. Section 206.13 and 19.13 Re-employment Provisions**

1. Re-employment provisions are applicable after application of Title 206, Title 205, Title 19 and Title 18 for both beginning level and above beginning level classifications. These provisions come into effect after active employees have been considered for beginning level vacancies, then the Company will revert to the rehire pool to fill beginning level vacancies. Employees with transfers on file will have first consideration prior to the Company going to the rehire pool to fill beginning level vacancies. (See memo dated 11/10/94).
2. Applies to any regular employee who has been laid off for lack of work for a period not in excess of thirty months and who had one or more years of Service at the time of layoff. (See LA 97-53 for former Steam and Hydro Generation employees.)
3. Company shall notify such employee when any vacancy exists in a beginner's job for which such employee has preferential rehire rights and has indicated a desire to accept.
4. Company shall send a notice by certified mail and return receipt requested to the last mailing address furnished by the laid off employee.
5. Priority shall be given to the most senior employee on layoff status. (See LA 87-80.) Seniority is based upon Service at the time of layoff.
6. Such employee must respond within *three working* days from the date notice is received and advise Company of acceptance of re-employment. If employee fails to respond, employee will be considered terminated.
7. If a laid-off employee does not accept reemployment to a full-time position or report for work within the time provided, such employee will be considered terminated, with no further reemployment rights. If the laid-off employee declines an offer of part-time employment, such employee will not be considered for reemployment to future part-time positions.
8. If employee declines or fails to respond within given time, Company will send notice to the next employee on the laid off list.
9. Employees recalled shall report to work within seven calendar days after advising Company of acceptance.
10. An employee who fails to report within such time will be considered terminated with no further employment rights under this Section.



11. An employee returning to a job under provisions of this Section must possess the necessary skills, ability and physical qualifications to perform the duties of the position to which the employee is returned.
12. Such rehired employee has 206.9 and 19.9 rights.
13. An employee terminated under numbers 7 or 10 above, shall be considered to have a break in service pursuant to Sections 106.3 and 17.3 should the employee ever be reemployed.

***H. Section 206.17 and 19.16 Relocation Other Than for Lack of Work***

When the company is in a system-wide lack of work mode, it is inappropriate to use Sections 206.17 and 19.16 to relocate employees.

# **DISCIPLINE**

1. [Letter Agreement No. 87-189](#) (Positive Discipline Guidelines)
2. [Letter Agreement No. 13-05](#) (Safety Principles and Use of Behavior Based Approach)

# LETTER AGREEMENT NO. 87-189 PGE

September 21, 1987

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 cancels and supersedes previous agreements on this matter.

Confirming the discussions between the Union and Company and based upon the favorable results of the trial period in North Bay Division and at the Geysers Power Plant, Positive Discipline will be extended to the remainder of the PGandE system represented by Union.

Positive Discipline will be implemented in accordance with the following schedule:

November 1, 1987:	Redwood Region Humboldt Bay Power Plant
December 1, 1987:	Pipeline Operations
January 1, 1988:	East Bay Region Steam Generation Nuclear, Power Operations
February 1, 1988:	Sacramento Valley Region San Joaquin Valley Region
March 1, 1988:	Golden Gate Region Mission Trail Region
April 1, 1988:	General Construction General Office

Company will schedule orientation meetings with all affected employees. Company will advise Union's Business Representatives of all such meeting dates, times, and places. Union's Business Representatives, upon request of the Representative, will be allowed to make a presentation at such meetings. Additionally, Union will make a video presentation at each meeting.

Company will complete the following prior to the implementation of Positive Discipline:

- 1). Company will prepare a list of employees to whom any step of Constructive Discipline have been applied within twelve months prior to the appropriate implementation date.
- 2). Company will determine and list each such employee's equivalent status under Positive Discipline, normally not to exceed a written reminder in two categories. As a general guideline, a disciplinary letter received within the prior six months will be converted to an oral reminder. Disciplinary time-off within the prior twelve months will be converted to a written reminder. These guidelines are for conversion only and are not to be construed as applicable to future disciplinary actions. In those limited circumstances where it is clear that the last step prior to termination has been applied, Company may place such employee at the decision-making leave step. However, termination may not occur if another disciplinary problem takes place in a category other than the category that gave rise to the decision-making leave status. All converted disciplinary action will be subject to the deactivation schedule of positive discipline utilizing the original date of the constructive discipline action.
- 3). Company will review and obtain concurrence of the list with Union. If concurrence cannot be reached locally, any disputed conversions will be referred for resolution to a Committee consisting of one member designated by Company's Manager of Industrial Relations and one member designated by Union's Business Manager.
- 4). Company will explain to each affected employee in the presence of a Shop Steward, if the employee desires the presence of a Shop Steward, his status under Positive Discipline as it related to his previous status under Constructive Discipline in meetings between employees and their supervisors.
- 5). Company will deactivate and remove all recorded disciplinary action from employee's 701 files or supervisor's operating files that occurred "more than twelve months prior to the start date of Positive Discipline. All such documents will not be used or referred to in any matter affecting the status of an employee including any step of the grievance procedure.

For the purposes of Contract Sections 205.11 and 18.11, the definition of "active counseling" under the Positive Discipline System, unless changed by the parties through negotiations, will be defined as during the previous twelve-month period (1) two or more instances in which the employee has received written reminders, (2) a decision-making leave or (3) a demotion with cause.

The Attendance Category referred to in the Positive Discipline Guidelines shall not be used to circumvent Section 112.8 of the Physical Agreement and Section 7.8 of the Clerical Agreement.

Employees will be entitled to Union representation at any phase of Positive Discipline including coaching and counseling.

All steps of positive discipline are subject to the grievance procedures of the Physical and Clerical Agreements. Coaching and counseling is subject to the grievance procedures only to determine accuracy.

The attached Positive Discipline Guidelines, which are incorporated herein, will be administered as the Positive Discipline System. This agreement may be amended at any time by agreement between Company and Union.

If you are in accord with the foregoing and the 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: s/l Wayland Bonbright  
Manager of Industrial Relations

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

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

September 23, 1987

By: s/Jack McNally  
Business Manager

PACIFIC GAS AND ELECTRIC COMPANY  
POSITIVE DISCIPLINE GUIDELINES

INTRODUCTION

It has been the policy of Pacific Gas and Electric Company to enhance and to improve work performance in all areas by means of clear communication and understanding of performance requirements by all employees. To this end, Company will utilize Positive Discipline to:

1. Improve communications between supervisors and employees.
2. Improve knowledge and understanding by individuals of performance expectations.
3. Communicate the expectation of change and improvement through coaching and counseling.

In order to ensure that customers are served effectively and Company business is conducted properly and efficiently, employees must meet certain standards of performance and perform their jobs in a safe and effective manner. Supervision is responsible for establishing employee awareness of their job requirements, and employees, in turn, are responsible for meeting these standards and expectations. Positive Discipline is a system that emphasizes an individual's responsibility for managing their performance and behavior. It focuses on communicating an expectation of change and improvement in a personal, adult, non-threatening way; while at the same time, maintaining concern for the seriousness of the situation. Key aspects of this system-include recognizing and encouraging good performance, correcting performance problems through coaching and counseling, and building commitment to effective -work standards and safe work practices.

If an employee has a conduct, attendance or work performance problem, disciplinary action may be necessary to correct the situation. Positive Discipline is designed to provide the opportunity to correct deficient performance and build commitment (not merely compliance) to expected performance in a manner that, is fair and equitable to all employees. Each step is a reminder of expected performance, stressing decision making and individual responsibility, not punishment.

The Positive Discipline Program applies to all regular employees. It does not apply to probationary employees. The performance of probationary employees shall continue to be monitored utilizing performance reviews and counseling. The Employee Assistance Program will continue to play a very important role and should be utilized when appropriate.

THE POSITIVE DISCIPLINE SYSTEM

A. Coaching and Counseling

Coaching/counseling is the expected method for the supervisor to inform an employee about a problem in the areas of work performance, conduct, or attendance. The objective of performance coaching/counseling is to help the employee recognize that a problem exists and to develop effective solutions to it. Since it is the supervisor's approach to a performance problem that often brings about the employee's decision to change behavior, it is critical that the supervisor be prepared. Coaching/counseling is intended to be a deliberation and discussion between the supervisor and employee. Normally, performance problems can be resolved at this step. Coaching/counseling memos or notes kept in the supervisor's operating file should be deactivated in the same manner as oral reminders (Section VI.A) If a bargaining-unit employee requests a shop steward prior to or during coaching/counseling, such request shall be granted.

B. Positive Discipline Steps

When an employee fails to respond to counseling or a single incident occurs which is serious enough to warrant a formal step of discipline, the supervisor will have several options, depending on the seriousness of the performance problem. These options or steps of the Positive Discipline system are:

NOTE: ALL BARGAINING UNIT EMPLOYERS ARE ENTITLED TO APPROPRIATE UNION

## REPRESENTATION DURING ANY STEP OF POSITIVE DISCIPLINE.

### STEP ONE - ORAL REMINDER

#### 1. Application

The supervisor discusses the conduct, attendance, or work performance problem with the employee in a private meeting. The supervisor reminds the employee of the importance of commitment to follow work rules and Company standards. In this problem-solving discussion, the supervisor informs the employee that this is the first step of the discipline process and restates the employee's need to live up to his/her commitment. The meeting closes with the supervisor expressing confidence in the employee's ability to change.

#### 2. Documentation

- (a) The supervisor will prepare a hand-written memo documenting the basic conversation date it, and keep it in his/her operating file. The employee; is entitled to and will be given a copy of this memo.
- (b) The supervisor will also make a notation of this discussion on the Employee Performance Record sheet (Attachment 1).
- (c) An oral reminder is active for six (6) months.

### STEP TWO - WRITTEN REMINDER

A written reminder is a formal conversation between a supervisor and employee about a continued or serious performance problem. The conversation is followed by the supervisor's written letter to the employee summarizing the conversation and the employee's commitment to change their behavior. It is the second step of the Positive Discipline System.

#### 1. Application

This step is applied when:

- An employee's commitment to improve is not met within the six (6) month active time period for an oral reminder; or
- An employee commits a serious offense whether or not any previous disciplinary action has been taken.

#### 2. Documentation

- (a) After the conversation with the employee, the supervisor will then write a letter to the employee summarizing the discussion. It should contain the exact performance problem, the date of casual, and/or oral reminders, what offense caused the reminder, the employee's commitment and need to change in the future, and whether further steps of Positive Discipline could follow.
- (b) The original copy of the letter is given to the employee. The immediate supervisor retains a copy of the letter and a copy is placed in the employee's Personnel (701) file.
- (c) The supervisor will make a notation of this discussion on the Employee Performance Record sheet (Attachment 1).
- (d) The written reminder is active for twelve (.12) months.

### STEP THREE - DECISION MAKING LEAVE (DML)

The DML is the third and final step of the Positive Discipline System. It consists of a discussion between the supervisor and the employee about a very serious performance problem. The discussion is followed by the employee being placed on DML the following work day with pay to decide whether the employee wants and is able to continue to work for PGandE, this means following all the rules and performing in a fully satisfactory manner.

The employee's decision is reported to their supervisor the workday After the DML. It is an extremely serious step since, in all probability, the employee will be discharged if the employee does not live up to the commitment to meet all Company work rules and standards during the next twelve months (12) the active period of the DML; except as provided in Section III.B.

Because the DML is a total performance decision by the employee, there is only one active DML allowed.

#### 1. Application

This step is applied when:

- An employee's commitment to improve is not met during the twelve (12) month active time period for a written reminder; or
- An employee commits a very serious offense whether or not previous discipline has taken place.

#### 2. Documentation

- (a) Notes are to be written covering the key points of the conversation. The exact date and offenses should be included. Employee excuses, protests, and reasons should be included.
- (b) When the employee returns from the Decision Making Leave, the employee will be given a letter summarizing the Decision Making Leave incident and the employee's decision. This letter should be written by the supervisor using the notes mentioned in (a) above. The letter will advise the employee that termination could follow should they fail to live up to their commitment to maintain total performance and abide by all Company rules.
- (c) The original copy of the letter is given to the employee. The immediate supervisor retains a copy of the letter and a copy is placed in the employee's Personnel (701) File. The supervisor will also make a notation of this discussion on the Employee's Performance Record sheet (Attachment 1).
- (d) A DML is active for twelve (12) months.

In the event an employee at a discipline step is placed on an approved leave of absence or is on the Compensation Payroll in excess of, ten consecutive workdays, the active periods referred to above will be suspended until the employee returns to the active payroll. However, if an employee is off the active payroll in excess of twelve consecutive months, any discipline will be deactivated upon their return to the active payroll.

#### C. Reviewing Performance Record Sheet

Upon advance notice given to the supervisor allowing a mutually agreeable time to be determined, an employee will be allowed to review their performance record sheet kept in the supervisor's operating file.

### III. TERMINATION -

- A. Termination occurs when Positive Discipline has failed to bring about a positive change in an employee's behavior, such as another disciplinary problem occurring within the twelve (12) month active duration of a DML. Termination may also occur in those few instances when a single offense of such major consequence is committed that the employee forfeits his/her right to the Positive Discipline process, such as:



Theft (See Review Committee Decisions 1451 and 1452)  
Striking a member of the public  
Energy Diversion  
Curb reading of meters

- B. Notwithstanding the foregoing, if a performance problem which normally would result in formal discipline occurs during an active DML, the Company shall consider mitigating factors (such as Company service, employment record, nature and seriousness of violation, etc.) before making a decision to discharge, all of which is subject to the provisions of the appropriate grievance procedure for bargaining unit employees. In addition, a summary of the decision not to terminate should be documented and placed in the employee's Personnel (701) File, and the employee should be given a copy of the summary.

#### IV. ADMINISTRATIVE GUIDELINES

- A. Rule infractions are generally divided into three categories. These are (1) work performance, (2) conduct, and (3) attendance. The maximum number of oral reminders that may be active at one time is three (3), and these must be in different categories. Should another performance problem occur in a category where there is already an active oral reminder, the discipline step must escalate to a higher level of seriousness; usually a written reminder. The maximum number of written reminders that may be active at one time is two (2), and these must be in different categories. Should another performance problem occur in a category where there is already an active written reminder, the discipline step must escalate to a DML.

The above language refers to escalation to the appropriate disciplinary step once a decision to formally discipline has been made. In lieu of taking formal disciplinary action, the supervisor may opt to coach/counsel an employee, taking into consideration mitigating factors.

In addition where appropriate, such as an employee who exhibits an inability to work in a classification that is not directly supervised, consideration for demotion should be made.

Placement of a bargaining unit employee at a Positive Discipline step or termination of a bargaining unit employee may be grieved by that employee's Union on the grounds that such action was without "just cause." The degree of discipline was too severe, or there was disparity of treatment, pursuant to the provisions of the appropriate grievance procedure.

Because the Decision Making Leave is a total performance decision on the employee's part, there is only one DML. Additionally, while the DML is active, no other formal steps of Positive Discipline may be administered; except as provided for in Section III.B.

- B. The following list, which is not intended to be all inclusive, gives examples of rule violations and general categories they fall into:

##### Attendance:

Absenteeism  
Tardiness  
Sick Leave Abuse (Positive Discipline will not circumvent or supersede sick leave abuse sections of any Labor Agreement)  
Unavailability  
Extended Lunches/Break Periods  
No Call/No Show

##### Conduct:

Violation of the Employee Conduct Standard Practice  
Carrying Firearms on Company Property or in Company Vehicles

Leaving Assigned Work Area/Location Without Permission  
Insubordination: Refusal to Follow Supervisor's Instruction  
Refusal to Work Overtime in an Emergency Situation  
Fighting or Provoking a Fight on Company Property  
Falsification of any Company Document or Record  
Conducting Personal Business on Company Time Without Permission  
Reporting a False Reason for an Absence  
Congregating  
Verbal and/or Sexual Harassment  
Initiating, Encouraging, or Participating in a Walk-Out or Work Slowdown  
Allowing Guests on Restricted Company Property Without Permission

Work Performance:

Failure to Adhere to Safe Work Practices and Accident Prevention  
Rules  
Unsatisfactory Work Performance (Quality/Quantity, Effort, and/or Negligence)  
Backing Accidents  
Sleeping on the Job  
Poor Housekeeping  
Excessive Time Away from Work Station

Note: For some types of performance problems, caused by an ability deficiency, demotion to a lower classification may be the appropriate action rather than implementing any step of Positive Discipline.

- C. Offenses in each of the three categories are normally assigned a level of severity. Their level of severity can be minor, serious, or major in nature. As a general rule, the seriousness of the offense dictates which step of the Positive Discipline process would apply.
- D. The above list is not totally inclusive. In addition, Company Standard Practices, Safety, and Procedural Rules, along with sound judgment and common sense should govern individual conduct and actions. Individual departments and locations also have rules and standards which must be adhered to or met.
- V. CRISIS SUSPENSION

As has been past practice, a crisis suspension should be used when an employee's inappropriate behavior is so serious immediate removal from the workplace is necessary because the employee's actions indicate that remaining on or returning to the job may be detrimental to the employee, fellow employee, customers, or the Company. The employee shall be required to leave Company property pending investigation. Some examples would be theft, insubordination, threat of violent action, destruction of Company property, or reporting to work under the influence of alcohol or drugs. These situations will be handled in the following manner:

1. If, upon completion of its investigation, Company finds that there is insufficient evidence to support the alleged misconduct, the employee will be placed back to work and will be paid for the investigating time off.
2. If, upon completion of its investigation, Company finds that there is sufficient evidence to support termination, the employee's employment will be terminated and the investigatory time off will be without pay.
3. If, upon completion of its investigation, Company finds that there is sufficient evidence to support disciplinary action but not termination, the appropriate step of Positive Discipline will be administered and the employee will be reimbursed for the investigatory time off without pay. However, should an employee be unfit for work or otherwise unavailable, the employee shall not be reimbursed for such time.

## VI. DEACTIVATION

A very important step of the Positive Discipline system which recognizes improved performance is the deactivation process. If an employee has maintained fully satisfactory performance during the active period of a disciplinary action and the employee's attendance, conduct, and/or performance improves, it is imperative that the supervisor acknowledge the improvement. The administrative process of deactivation is summarized below:

### A. Oral Reminder

At the end of the six month active time period, the Immediate Supervisor meets with the employee and informs the employee of the inactive status of the oral reminder, and commends the employee for improved performance. The supervisor notes the inactive status on the Employee's Performance Record sheet. The original memo should be removed from the supervisor's operating file and be returned to the employee. A copy shall also be forwarded to the Regional/Department Human Resources Office.

### B. Written Reminder/DML

At the end of the 12-month active time period for the written reminder and the 12 month active time period for the DML, the supervisor initiates a typed memo advising the employee of the inactive status of the step, commends the employee's improved performance, and removes all reference from the 701 File. Copies are distributed to all who were previously copied on the written reminder or DML letters with the exception of the 701 file. The supervisor also notes the inactive status on the Employee's Performance Record sheet. A copy of the original written reminder and letter confirming the DML shall be forwarded to the Regional/Department Human Resources Office.

## VII. RECOGNIZING GOOD PERFORMANCE

The supervisor is a very important member of the work group. Since the supervisor's job is to get work down through others, it is essential that energies be concentrated on helping employees be as successful as possible. What a supervisor expects of an employee and the way the employee is treated to a large extent determines that employee's performance. Good performance is a shared responsibility.

The supervisor has an opportunity to foster a working environment that is based on mutual respect and trust, a collaborative team effort that is mutually beneficial to the supervisor, the employee, and the organization. Positive Discipline is intended not only to resolve performance problems, but also to focus on improvement in performance and recognize exceptional performance. Reinforcement of this type of behavior will help to ensure its continuation and should be used under the following circumstances:

- A. When an employee's attendance, conduct, and/or performance improves, it is imperative that the supervisor acknowledges the improvement in a way that encourages the employee to maintain the improvement. Such change in behavior that are ignored often disappear.
- B. When an employee deserves recognition and commendation for performance, above and beyond the call of duty, such as:
  - Taking immediate action in a crisis or emergency situation.
  - Developing a cost saving or work saving idea.
  - Providing special training or assistance to other employees.
- C. When an employee deserves recognition and commendation for performing competently

and diligently over a period of time. Examples would include:

- Maintaining a good attendance record over a significant period of time.
- Maintaining a record of working safely.
- Maintaining a spirit of teamwork that is demonstrated through specific actions.

In a discussion of this nature, the supervisor must refer to the specific improvement or incident with which the supervisor is pleased. The supervisor must be specific and sincere. These positive contacts should be noted on the employee's performance record. If the employee's performance is exceptional, or the supervisor is deactivating a step of Positive Discipline, a memo to the employee should be prepared by the supervisor recognizing this exceptional or improved performance. A copy should also be placed in the employee's Personnel File (701) unless it is a deactivation memo/letter. This type of recognition can be highly successful in establishing and maintaining a motivating, productive work environment.



**Pacific Gas and  
Electric Company.**

# LETTER AGREEMENT NO. 13-05-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL  
BUSINESS MANAGER

January 28, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

In support of making safety the most fundamental and critical element of how we conduct our business, the Company has developed new safety principles. These principles emphasize building a trust based culture, encouraging open and honest communication, understanding underlying causes in order to prevent recurrence, treating safety incidents as learning opportunities, increasing recognition and rewarding of safe behavior, and adopting a behavior-based approach to discipline which decreases the emphasis on discipline.

Under these new principles, discipline for safety-related incidents will only be considered when an employee acts in a reckless manner, demonstrates a pattern of carelessness or non-compliance, puts themselves, their co-workers or the public at risk by intentionally violating a Key to Life, or violates the Code of Conduct.

The parties met recently to discuss the new safety principles, and in particular, the limited role of discipline and the use of a behavior based approach. In the implementation of this new approach, the parties agree to the following as it relates to safety-related incidents.

Non-disciplinary safety discussions are the preferred approach to learn from an incident and develop positive approaches for eliminating similar incidents. These one-on-one discussions are opportunities for open and honest discussion of safety incidents with a focus on understanding and learning. Safety discussions are not considered as discipline or coaching and counselings under the Positive Discipline Agreement. The parties agree that discipline for safety-related incidents will only be considered when an employee acts in a reckless manner, demonstrates a pattern of carelessness or non-compliance, puts themselves, their co-workers or the public at risk by intentionally violating a Key to Life, or violates the Code of Conduct.

Although there will be significantly less disciplinary action issued with this approach, the Union recognizes the Company's right to issue discipline and discharge for safety related incidents on the basis set forth above. The Union reserves the right to grieve any discipline or demotion.

The parties agree to review open grievances involving safety related discipline issued to current employees prior

to the implementation of the safety principles. Where it is determined that the discipline is inconsistent with the new safety principles, the discipline will be adjusted and the grievance will be closed on a non-precedential basis without prejudice.

During the 2011-2012 General Negotiations, the parties agreed to explore modification of the application of Positive Discipline to safety incidents. The new approach implemented by the Company, along with the understandings reached in this letter agreement fulfills the parties' intent to reduce the use of discipline while holding accountable employees with poor safety records. With this modified approach, the parties also agree to cancel Letter Agreement 10-36.

Either party may cancel this 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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

February 14, 2013

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager

## **DRIVER'S LICENSING**

1. [Letter Agreement No. R2-93-39](#) (Licensing Requirements for Positions Not covered by CDLA Agreement)
2. [Letter Agreement No. 12-32](#) (Commercial Driver's License Addendum)
3. [Letter Agreement No. 13-54](#) (Added Classifications added to Letter Agreement 12-32)
4. [Letter Agreement No. 13-58](#) (Added Towerman added to Letter Agreement 12-32)

# LETTER AGREEMENT NO. R2-93-39-PGE

January 14, 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:

In 1992, Company and Union established Ad Hoc Negotiations 92-1 to review the current licensing requirements for physical and clerical positions not covered by the Commercial Drivers License Addendum (CDLA) Agreement.

Company and Union have jointly established the attached list of license requirements that will be used in filling positions through the job bidding and transfer system. Also attached are classifications filled under Title 305 where a license is required.

In addition to the attached licensing requirements, the following administrative guidelines are established:

1. Accommodation of Current Employees Without Licenses

Employees who are currently being accommodated in a position requiring a license will continue to be accommodated unless there is a significant change in local operating conditions which prevent the accommodation.

2. Future Accommodation of Employees With Suspended Licenses

Employees who currently possess a license, but have their license temporarily suspended or who are temporarily unable to drive for other reasons, will be considered for accommodation on a case by case basis taking into consideration local operating conditions and the length of the suspension or inability to drive. Accommodation decisions will be subject to the grievance procedure.

3. Revoked Licenses

Employees who currently possess a license and are in a classification requiring a license may be removed from the classification if their license is revoked.

4. Apprentice Classification

Those employees in apprentice classifications for which the journeyman is required to have a driver's license will have their status reviewed by the Apprenticeship Committee for possible removal from the apprenticeship if their license is revoked.



5. "A" License Requirements

If the "A" license requirement shown on the attachment is no longer required, the parties will meet to determine the requirements.

6. Geysers Power Plant

A license requirement for the Geysers Power Plant was discussed. No agreement was reached.

If you are in accord with the foregoing and attachments 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 s/David J. Bergman  
Director and Chief Negotiator

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

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

May 1, 1995

By: s/Jack McNally  
Business Manager

TITLE 300 POSITIONS

January 14, 1994

<b>Class Code</b>	<b>Classification</b>	<b>Required License</b>
0163	Carpenter A	C
0164	Carpenter B	C
0243	Senior Field Clerk (1)	C
0245	Routine Field Clerk (1)	C
0246	First Field Clerk (1)	C
0275	Partsman (1)	C
0276	Field Partsman	C
0405	Driller (1)	A
0434	Special Driver (SC)	A
0466	Electrician (1)	C
0474	Electrician (1)	C
0525	G.C. Fieldman	A
0580	Street Fitter (1)	C
0630	Labor Foreman	C
0644	Tech. Subforeman A (1)	C
0645	Tech. Subforeman B (1)	C
0650	Subforeman A	C
0653	Subforeman B	C
0776	Field Partsman	C
0844	Working Drilling Foreman	A
0850	Working Foreman A	C
0853	Working Foreman B	C
0854	Working Foreman C (1)	C
0885	Garageman Field	C
1006	Field Mechanical Inspector (1)	A
1007	Mechanical Inspector (1)	A
1085	Materials Leadman (1)	C
1210	Materialsman	C
1255	Equipment Mechanic (1)	A/C

1. Depending upon local operating conditions.

**TITLE 300 POSITIONS Cont'd**

January 14, 1994

<b>Class Code</b>	<b>Classification</b>	<b>Required License</b>
1267	Lead Field Garage Mechanic (1)	A/C
1270	Field Garage Mechanic A (1)	A/C
1275	Field Garage Mechanic B (1)	A/C
1276	Field Garage Mechanic C	A
1301	Gas Mechanic (1)	C
1310	Hydro/Station Mechanic (1)	C
1337	Station Mechanic (1)	C
1345	Mechanic Lead (1)	A
1510	Gunite Nozzleman	C
1515	Backhoe Operator	C
1597	Crane Operator (1)	A
1646	Misc. Equipment Operator	A
1690	Hole Digger Operator (1)	A
1840	Tractor Operator (1)	A
1924	Painter A (1)	C
1925	Painter B (1)	C
2390	Communication Technician (1)	C
2392	Telecommunication Installer (1)	C
2400	Electrical Technician	C
2413	Gas Technician	C
2418	Instrument Technician	C
2520	Towerman	C
2617	Welder- Station (1)	B/C
2617	Welder- Gas (1)	B

1. Depending upon local operating conditions.

**CES - PHYSICAL**

January 14, 1994

Class Code	Classification	Required License
1242	Building Mechanic (1)	C
0665	Building Subforeman (1)	C
2290	Cableman-Trans - San Francisco	C
0960	Cableman's Utility Worker	C
1245	Corrosion Mechanic	C
2400	Electrical Technician	C
0469	Electrician (1)	C
1645	Equipment Operator (2)	A
0458	Field Clerk - Electric T/D	A
1483	Field Meterman - Gas	C
0060	Garage Attendant	C
2410	Gas Control Technician	C
1650	Heavy Equipment Operator	A
0463	Heavy Truck Driver-E	A
0465	Heavy Truck Driver-G	A
0990	Inspector-Electric T/D	C
0433	Leadman Driver	A
0424	Light Truck Driver-Electric Maintenance	C
0423	Light Truck Driver Garage	C
0422	Light Truck Driver Materials	C
1365	M&C Mechanic	C
2010	Manhole Pumpman	C
1215	Materials Facility Man	C
1085	Materials Leadman (1)	C
1210	Materialsman	C
1235	Mechanic, Lead Building (1)	C
2013	Night Manhole Pumpman	C
1943	Patrolman-E	C
2353	Power Surveyor	C
1756	Relief Service Operator	C
2230	Reserve Gas Serviceman	C
1740	Roving Operator	C
1480	Senior Meterman	C
1405	Service Mechanic	C
2210	Serviceman	C
1490	Service Meterman-E	C

1. Depending upon local operating conditions.
2. Division practice will dictate license requirement;  
i.e., if backhoes are transported by vehicle to the job site, a Class A license will be required.

**CES - PHYSICAL Cont'd**

<b>Class Code</b>	<b>Classifications</b>	<b>Required License</b>
1190	Street Light Maintenceman	C
0456	T&D Driver	A
1660	T&D Equipment Operator	A
2409	Telecomm Technician (1)	C
2540	Troubleman	C
2535	Troubleman, Transmission	C
0416	Truck Driver Materials	C
0417	Truck Driver-E (Electric Maintenance)	C
2500	Voltage Tester	C

**CES - CERICAL**

<b>Class Code</b>	<b>Classification</b>	<b>Required License</b>
2760	Credit Representative	C
2770	Credit Rep/Meter Reader	C
2773	Mail Clerk Driver	C
2785	Meter Reader	C
2783	Senior Meter Reader	C

1. Depending upon local operating conditions.
2. Division practice will dictate license requirement;  
i.e., if backhoes are transported by vehicle to the job site, a Class A license will be required.

**ELECTRIC SUPPLY  
STEAM GENERATION**

January 14, 1994

<b>Class Code</b>	<b>Classification</b>	<b>Required License</b>
0150	Launch Captain - Coast Valley	C
0426	Light Truck Driver - Steam	C

**ELECTRIC SUPPLY  
HYDRO GENERATION**

<b>Class Code</b>	<b>Classification</b>	<b>Required License</b>
1552	Assistant Operator	C
1037	Asst. Meteorological Instr	C
0355	Cook(1)	C
0356	Cook (1)	C
0357	Cook(1)	C
0360	Cook(1)	C
0751	Electrical Mtc Crew Foreman - Helms	C
0752	Electrical Technician Crew Foreman	C
1140	Electrical Machinist	C
1139	Electrical Machinist - Helms	C
2400	Electrical Technician	C
2402	Electrical Technician - Helms	C
0467	Electrician - Electric	C
0459	Electrician - Helms	C
0424	Light Truck Driver - Electric	C
1036	Meteorological Instrumentman	C
1554	Operator In Training (1)	C
1740	Roving Operator	C
2407	Telecommunications Crew Foreman (1)	C
2389	Telecommunications Tech - Helms	C
2409	Telecommunications Technician (1)	C
0418	Truck Driver - Water	C
1252	Utility Equipment Mechanic	C
1253	Utility Equipment Mechanic - Helms	C
1745	Utility Roving Operator	C
1905	Water Treatment Plant Operator (1)	C

1. Depending upon local operating conditions.

## Gas Supply

January 14, 1994

<b>Class Code</b>	<b>Classification</b>	<b>Required License</b>
1244	Comp Mechanic (Rio Vista)	C
1249	Corrosion Mechanic	C
1482	Field Meterman (1)	C
1307	Gas Control Mechanic	C
1309	Gas Control Mechanic - C	C
1306	Gas Control Mechanic - M&C	C
2410	Gas Control Technician	C
2415	Gas Transmission Technician	C
2423	Gas Transmission Technician - C	C
1246	Lead Tech Comp Mechanic	C
1350	Line Mechanic	C
1365	M&C Mechanic	C
0057	Maintenance Assistant	C
0058	Maintenance Assistant - C	C
1160	Maintenance Man (1)	C
1440	Mechanic Welder (1)	C
1441	Mechanic Welder - C	C
1706	Operator Mechanic (1)	C
1470	Orifice Meterman	C
1380	Pipeline Mechanic	C
1705	Relief Operator Mechanic (1)	C
2416	Supervising Gas Transmission Tech	C
1249	Tech Comp Mechanic	C
1241	Tech Comp Mechanic M&C	C
0825	Transmission Subforeman	C
1415	Transmission Mechanic - C	C
1406	Transmission Mechanic	C
1366	Unassigned M&C Mechanic	C
1250	Unassigned Tech Comp Mechanic	C
1416	Unassigned Transmission Mechanic - C	C

1. Depending upon local operating conditions.

C = Cogen



**Pacific Gas and  
Electric Company.**

# LETTER AGREEMENT NO. 12-32-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
PO Box 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL  
BUSINESS MANAGER

January 11, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

This Letter Agreement reflects the agreement reached in general negotiations regarding the Commercial Driver's License Addendum (CDLA). The Company will convert the existing \$600 CDLA premium to an hourly rate for those employees covered by a CDLA letter agreement. In addition, the CDLA hourly wage rate will be extended to additional classifications covered by this agreement. This agreement cancels and supersedes Letter Agreement R1-12-08. Details of the agreement are as follows:

1. For Electric T&D and Gas T&D Title 200 employees only, the parties agree to update Letter Agreement 90-113 (Commercial Driver's License Addendum—CDLA) to include (1) 150% ratio of employees with Commercial Driver's License (CDL) to vehicles at the headquarters and (2) employees on a daily upgrade currently paid at \$2.50/day shall now be upgraded to the CDLA designated classification.
2. Incumbent employees in the Gas and Electric T&D Departments or General Construction Line or Gas Departments who promote or bid/transfer into the Title 200 Gas and Electric T&D Departments or Title 300 Line or Gas Departments in the future will be eligible for the higher CDLA wage rate if the position requires a CDL by job definition or a CDL to meet the 150% ratio or the local headquarters desires an additional CDL for operating flexibility.
3. Incumbent employees in the Title 200 and 300 Fleet Department shall be treated the same as above. The Company and Union will address other departments, if needed, consistent with this agreement.
4. In addition to the employee groups identified above, all employees with a CDL currently in physical bargaining unit classifications that require a commercial driver's license as part of the job definition, eligible or required by letter of agreement, or based upon the Company and Union's current understanding that employees utilize a commercial driver's license for the convenience of the Company, will have the \$600 premium added to the base wage rate.
5. Attached is a list of the impacted classifications. The Company and Union will review each classification to determine the future need for a commercial driver's license. It is not the intent of either party to omit classifications that utilize a commercial driver's license for the convenience of the Company, by letter of agreement or required by job definition, therefore, the parties agree to meet and discuss other classifications which may meet the criteria and were not included in the attachment.



6. There may be situations where the CDL is not required for all employees in a classification; however, due to operational need, a CDL may be required for individuals in that classification. The parties agree to handle these on a case-by-case basis via letter of agreement, where applicable.
7. Current and future Pre-apprentice Lineman will be required to maintain the CDL upon progression.
8. Effective July, 25, 2012, all new hires, bidders and transfers from outside the lines of progression to Gas and Electric T&D, General Construction Gas and Line Departments or other Departments as described herein will be required to have and maintain a CDL as part of their job duties and will not receive additional compensation. Employees must obtain a Class A permit by month 3 and a Class A driver's license within 12 months unless Company is unable to provide timely training.
9. For departments such as Fleet, new hires, bidders and transfers shall be treated the same as above. The Company and Union will address other departments if needed, consistent with this agreement.
10. Accommodation of Current Employees Without Licenses: Employees who are currently being accommodated in a position requiring a license will continue to be accommodated unless there is significant change in local operating conditions which prevent the accommodation or the employee's condition changes.
11. Future Accommodation of Employees with Suspended Licenses: Employees who currently possess a license, but have their license temporarily suspended or who are temporarily unable to drive for other reasons, will be considered for accommodation on a case by case basis taking into consideration local operating conditions and the length of the suspension or inability to drive. Accommodation decisions will be subject to the grievance procedure.
12. Employees unable to maintain CDL for a medical condition will be reviewed for accommodation on a case-by-case basis. Accommodation decisions will be subject to the grievance procedure.
13. Company shall pay all cost associated with obtaining and maintaining the CDL.
14. The Company is meeting with SAP/Payroll to determine how to include the CDL premium into the base wage rate. The Company will discuss alternatives with the Union and reach agreement on the process used. In addition to updating this agreement with additional classifications the Company and Union have reached agreement on the SAP/Payroll process to be used. The CDL pay will be included in the base wages by converting the \$600 annual amount to an hourly rate of \$0.29 effective November 1, 2012. This hourly CDL rate will be adjusted by the GWI each year and then added to an eligible employee's base wage rate. As described in the table of contents of Exhibit X, attached are CDL wage rates for 2012 - 2014. CDL pay will be included as base wages for eligible employees as identified in this agreement who properly update the Company with their Class A license information and participate in the Company's DOT Class A Random Drug testing.
15. The wage rate changes will be effective upon SAP implementation and retroactive to November 1, 2012. The parties agree to retroactively include the CDL base wage rate for retirement calculation purposes for covered employees who retire on or after July 1, 2012.

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:           s/Stephen A. Rayburn            
 Stephen A. Rayburn  
 Director and Chief Negotiator

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

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

January 17, 2013

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager

Attachment A

Title 200 & 300 Classifications currently holding CDL required by Job Definition, LA (93-39) or  
 Title 200 Classifications eligible for CDLA Premium per LA 90-113, 92-28 (PLO) or 90-228 (Fleet).

Note: Bolded Lines reflect T200 Classifications currently receiving CDL per LA

	<u>SAP Job Code</u>	<u>Job Title</u>	<u>Legacy Code</u>
<b>Title 200</b>	<b>50010376</b>	<b>Apprentice Cable Splicer</b>	<b>2281</b>
<b>Title 200</b>	<b>50010155</b>	<b>Apprentice Electrician-Electric &amp; Hydro</b>	<b>0481</b>
<b>Title 200</b>	<b>50010168</b>	<b>Apprentice Fitter</b>	<b>0561</b>
<b>Title 200</b>	<b>50010245</b>	<b>Apprentice Lineman</b>	<b>1101</b>
<b>Title 200</b>	<b>50010260</b>	<b>Apprentice Lineman Transmission</b>	<b>1188</b>
<b>Title 200</b>	<b>50010375</b>	<b>Cable Splicer</b>	<b>2280</b>
Title 200	50010317	Crane Operator	1594
<b>Title 200</b>	<b>50010191</b>	<b>Electric Crew Foreman</b>	<b>0740</b>
Title 200	50010193	Electric Crew Foreman - Transmission	0746
<b>Title 200</b>	<b>50010194</b>	<b>Electric Maintenance Crew Leader</b>	<b>0750</b>
Title 200	50010242	Electric Transm & Dsbn Assistant	1096
<b>Title 200</b>	<b>50010149</b>	<b>Electrician - Electric &amp; Hydro</b>	<b>0467</b>
Title 200	50010273	Equipment Mechanic	1255
Title 200	50010276	Equipment Mechanic - DCPD	1259
Title 200	50010320	Equipment Operator - Gas	1645
Title 200	50010147	Field Clerk - Electric Transm & Dsbn	0458
<b>Title 200</b>	<b>50010161</b>	<b>Fieldperson</b>	<b>0524</b>
<b>Title 200</b>	<b>50010167</b>	<b>Fitter</b>	<b>0560</b>
<b>Title 200</b>	<b>50010169</b>	<b>Fitter – Arc</b>	<b>0562</b>
Title 200	50010186	Garage Subforeman	0730
Title 200	50010427	Gas Control Technician - CGT	2435
<b>Title 200</b>	<b>50010175</b>	<b>Gas Crew Leader Non-Welding</b>	<b>0641</b>
<b>Title 200</b>	<b>50010174</b>	<b>Gas Crew Leader Welding</b>	<b>0640</b>
<b>Title 200</b>	<b>50010283</b>	<b>Gas Mechanic</b>	<b>1300</b>
Title 200	50010322	Heavy Equipment Operator	1650
Title 200	50010144	Lead Driver	0433
<b>Title 200</b>	<b>50010244</b>	<b>Lineman</b>	<b>1100</b>
<b>Title 200</b>	<b>50010241</b>	<b>Lineman - Transmission</b>	<b>1094</b>
Title 200	50010298	Mechanic – Welder - CGT	1440
<b>Title 200</b>	<b>50010378</b>	<b>Night Cable Splicer</b>	<b>2283</b>
Title 200	50010243	Night Electric Transm & Dsbn Assistant	1098
Title 200	50010324	Transm & Dsbn Equipment Opr - Transm	1662
Title 200	50010323	Transmission & Distribution Equip Opr	1660
Title 200	50010294	Transmission Mechanic – CGT	1406
Title 200	50010148	Truck Driver Heavy - Gas	0465
<b>Title 200</b>	<b>50010380</b>	<b>Unassigned Cable Splicer</b>	<b>2286</b>
<b>Title 200</b>	<b>50010156</b>	<b>Unassigned Electrician - Elec &amp; Hydro</b>	<b>0484</b>
<b>Title 200</b>	<b>50010170</b>	<b>Unassigned Fitter</b>	<b>0563</b>
<b>Title 200</b>	<b>50010246</b>	<b>Unassigned Lineman</b>	<b>1103</b>
Title 200	50072958	Unassigned Transmission Mechanic - CGT	1414
Title 200	50010361	Unassigned Water System Repairperson	2068

<b>Title 200</b>	<b>50010188</b>	<b>Underground Constr Crew Frmn - Electric</b>	<b>0737</b>
<b>Title 200</b>	<b>50010189</b>	<b>Underground Constr Crew Frmn - Gas</b>	<b>0738</b>

	<u>SAP Job Code</u>	<u>Job Title</u>	<u>Legacy Code</u>
<b>Title 200</b>	<b>50010234</b>	<b>Underground Constr Journeyman - Elec</b>	<b>1077</b>
<b>Title 200</b>	<b>50010235</b>	<b>Underground Constr Journeyman - Gas</b>	<b>1078</b>
Title 200	50010202	Working Foreman*	0845
Title 200	50010271	Utility Equipment Mechanic – Auberry	1252
Title 200	50010272	Utility Equipment Mechanic – Helms	1253
Title 200	50010347	Utility Operator - Hydro	1824
Title 200	50010362	Water System Repairperson	2070
Title 200	50368698	Pre-apprentice Lineman	1114
Title 300	50010305	Backhoe Operator – *Gas Req after 1/1/2009	1515
Title 300	50070801	Crane Operator - Davis	1596
Title 300	50010318	Crane Operator - GC Field - Gas	1597
Title 300	50253877	Crane Operator – GC Field – Not Gas	1613
Title 300	50010140	Driller	0405
Title 300	50010277	Equipment Mechanic - GC	1260
Title 300	50010279	Field Garage Mechanic A	1270
Title 300	50010281	Field Garage Mechanic C	1276
Title 300	50010230	Field Mechanic Inspector	1006
Title 300	50010162	Fieldperson - GC - Gas	0525
Title 300	50210150	Fieldperson - Tower	0525
Title 300	50010326	Hole Digger Operator	1690
Title 300	50010231	Mechanical Inspector	1007
Title 300	50010321	Miscellaneous Equipment Operator-Gas	1646
Title 300	50253878	Miscellaneous Equipment Operator-Not Gas	1616
Title 300	50368700	Pre-apprentice Lineman - GC	1115
Title 300	50258203	Tapping Technician	0261
Title 300	50010351	Tractor Operator - Gas	1840
Title 300	50253879	Tractor Operator-Not Gas	1617

*\*Per L/A 07-56 Working Foreman 0845 shall have a class A license*

CDL List T200 & T300 Utilized for Company Convenience			
	<u>SAP Job Code</u>	<u>Job Title</u>	<u>Legacy Code</u>
Title 200	50010360	Apprentice Water System Repairperson	2067
Title 200	50010227	Compliance Inspector	0998
Title 200	50010228	Compliance Inspector - Underground	0999
Title 200	50070742	Electrician - Switching	0494
Title 200	50202594	Engine Analyst - CGT	1422
Title 200	50010210	Garageman	0880
Title 200	50010413	Gas Control Technician – Division	2410
Title 200	50010427	Gas Control Technician – GSM	2435
Title 200	50315043	M&C Coordinator - Electric	1005
Title 200	50315042	M&C Coordinator - Gas	1004
Title 200	50315041	M&C Coordinator – Gas Transmission	1008
Title 200	50010197	Maintenance Subforeman - DCPD	0755
Title 200	50010232	Meteorological Instrumentperson	1036

Title 200	50010431	Transmission Troubleman	2535
Title 200	50010258	Traveling Machinist - Diablo Canyon	1146
Title 200	50010370	Traveling Mechanic-Rigger - DCPD	2174
Title 200	50010432	Troubleman	2540

	<u>SAP Job Code</u>	<u>Job Title</u>	<u>Legacy Code</u>
Title 200	50010371	Unassigned Traveling Mech-Rigger - DCPD	2176
Title 200	50010112	Utility Field Clerk - Bakersfield	0242
Title 200	50010217	Utility Worker – Gas Transm & Dsbn	0930
Title 200	50010200	Water System Crew Leader	0830
Title 300	50010379	Apprentice Cable Splicer - GC	2285
Title 300	50010157	Apprentice Electrician - GC	0488
Title 300	50010248	Apprentice Lineman - GC	1107
Title 300	50010438	Apprentice Welder - GC - Gas	2628
Title 300	50253876	Backhoe Operator-Not Gas	1612
Title 300	50010377	Cable Splicer – GC	2282
Title 300	50010096	Carpenter A-Gas	0163
Title 300	50010097	Carpenter B-Gas	0164
Title 300	50253770	Carpenter A- Not Gas	1601
Title 300	50253771	Carpenter B- Not Gas	1604
Title 300	50010152	Electrician - GC	0474
Title 300	50073099	Field Garageman	0885
Title 300	50010208	Garage Working Foreman	0857
Title 300	50010173	Labor Foreman A	0630
Title 300	50010247	Lineman –GC	1106
Title 300	50010287	Station Mechanic	1337
Title 300	50010171	Street Fitter	0580
Title 300	50010179	Subforeman A - Overhead	0650
Title 300	50010180	Subforeman A - Station/Hydro	0651
Title 300	50010178	Subforeman A - Underground	0649
Title 300	50010181	Subforeman B	0653
Title 300	50010223	Utility Worker - GC	0947
Title 300	50010435	Welder - GC - Gas	2617
Title 300	50253880	Welder - GC-Not Gas	1618
Title 300	50251365	Working Foreman A - Non-Climbing	0105
Title 300	50010205	Working Foreman B - Climbing	0853
Title 300	50010206	Working Foreman C – Gas	0854
Title 300	50251368	Working Foreman B – Gas	0255
Title 300	50251366	Working Foreman A – Gas	0257
Title 300	50251367	Working Foreman B - Non-Climbing	0107
Title 300	50253775	Working Foreman C-Not Gas	1608



**Pacific Gas and  
Electric Company**

# LETTER AGREEMENT NO. 13-54-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

TOM DALZELL  
BUSINESS MANAGER

June 27, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

In accordance with #5 of Letter Agreement 12-32, the parties have discussed and agreed to add the classifications listed below as eligible to receive the Class A Commercial Driver's License (CDLA) pay rate effective 11/1/12, provided the employee is a grandfathered "incumbent" as described in Letter Agreement 12-32. The CDLA hourly wage rate will be extended to these classifications under the same conditions detailed in Letter Agreement 12-32.

IBEW T200	50449466	Apprentice Lineman (After 3/1/2012)
IBEW T200	50010381	Transmission Cableman
IBEW T300	50449467	Apprentice Lineman - GC (After 3/1/2012)
IBEW T300	50497923	Welder-GC Gas (In-Service Welding)
IBEW T300	50010203	Drilling Working Foreman C
IBEW T300	51517786	Working Foreman A – Gas (In-Service Welding)
IBEW T300	51517784	Working Foreman B – Gas (In-Service Welding)
IBEW T300	51517789	Mechanic – Welder (In-Service Welding)

If you agree, 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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

AFL-CIO

\_\_\_\_ July 15 \_\_\_\_\_, 2013

LOCAL UNION NO. 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS,

By: \_\_\_\_\_  
s/Tom Dalzell  
Tom Dalzell  
Business Manager



**Pacific Gas and  
Electric Company**

# LETTER AGREEMENT NO. 13-58-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL  
BUSINESS MANAGER

July 23, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

In accordance with #5 of Letter Agreement 12-32, the parties have discussed and agreed to add the classification listed below as eligible to receive the Class A Commercial Driver's License (CDLA) pay rate, provided the employee is a grandfathered "incumbent" as described in Letter Agreement 12-32. The CDLA hourly wage rate will be extended to this classification effective the 1<sup>st</sup> of the month following the signing of this agreement, under the same eligibility criteria as provided in Letter Agreement 12-32.

IBEW T300                      50010430                      Towerman

If you agree, 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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

August 5, 2013

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager



# **EMPLOYEE INVENTION POLICY**

1. [LETTER AGREEMENT NO. 93-8](#) (Employee Invention Policy Guidelines)

# LETTER AGREEMENT NO. 93-8-PGE

January 14, 1993

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

Attention: Jack McNally, Business Manager

Gentlemen:

Company is proposing a revised Employee Invention Policy (attached) to provide guidelines for managing employee inventions. This policy is not intended to modify the Company's ongoing Ideas in Action Program. As you know, this proposed policy has undergone numerous internal reviews as well as your previous review.

This revised copy no longer includes the requirement that employees inform the Company on the activity of other employees. The proposed letter notifying employees of this policy (attached) has also been modified by deleting the language which stated that Company has the right to change, rescind, or add to the practices described in the policy at its sole discretion.

Based on the categories of employees described, it appears there would be limited application in the IBEW units. Your agreement is requested, however, to establish these conditions of employment should the need arise.

If you are in accord with the foregoing and attachments 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 s/Margaret Short  
for/DAVID J. BERGMAN  
Director and Chief Negotiator

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

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

January 21, 1993

By: s/Jack McNally  
Business Manager

## **Inventions, Information, and Other Assets Developed by Company Employees**

### **Statement of Policy**

It is PG&E's policy to encourage employees to develop inventions, information, and other assets which may improve the company's operations or otherwise support PG&E's business objectives.

It is also PG&E's policy to protect the company's rights to and interests in inventions, information, and other assets which are: (a) developed by employees in the scope of their PG&E employment or using PG&E resources, or (b) which are assigned to the company by agreement with the employee.

### **Overall Accountability**

The Senior Vice President and General Manager of Electric Supply is responsible for issuing, updating, and monitoring compliance with this policy.

### **Scope**

This policy applies to PG&E and all subsidiaries.

### **Date Implemented**

January 1, 1993

### **Definitions** (refer also to "Definitions" section of the Corporate Policy Manual)

Technical employees include (1) all engineers, engineering technicians, and technologists who are responsible for design or maintenance of PG&E utility facilities, or for design or development of products or processes; (2) employees of the Research and Development and Technical and Ecological Services Department, other than non-management, non-bargaining unit employees; (3) analyst/computer programmers responsible for the design, development, or maintenance of computer software or systems; and (4) employees assigned to any activities in connection with the company's performance of contracts which obligate the company to assign to others any discoveries, inventions, or other developments made in connection therewith.

**Technical employees hired to Invent** are technical employees who are hired or directed to solve a specific problem, to make experiments for that purpose, or to exercise their inventive faculties in any area. An employee's scope of **employment** is the full range of an employee's assigned duties.

**Inventions or developments** include, without limitation, all discoveries, inventions, improvements, developments, innovations, methods, processes, formulae, machines, and devices, whether or not patentable; and all computer programs, software and related documentation, and other works of authorship, whether or not copyrightable. Inventions or developments do not include any invention that an employee develops entirely on his or her own time without using PG&E's equipment, supplies, facilities, or trade secret information, except for inventions that either (a) relate, at the time of conception or reduction to practice, to the company's businesses, or to actual or demonstrably anticipated research or development; or (b) result from any work performed by the employee for the company.

An **Employee Non-Disclosure and Assignment Agreement** (ENA Agreement) is an agreement whereby employees promise not to disclose the company's confidential information and assign to the company their rights, title, and interest in and to all inventions and developments made during the term of their employment.

A **shop right** is the company's license to use, apply, practice, and make (or cause to be made for use in the company's operations) - without payment of any rent, royalty, or other charge - all inventions and developments made by employees with the use of company resources. A shop right is not exclusive, nor is it transferable.

A **trade secret** is any information, formula, pattern, computer program, software, documentation, device, method, technique, process, or other unpatented invention or development that the company treats as confidential and that derives independent economic value --actual or potential - from not being known to the public or to other persons who can obtain economic value from its disclosure or use.

### **Implementation: PG&E**

#### (1) Protection of PG&E's Rights

(a) The Vice President and General Counsel approves standards and procedures to ensure that the company's rights to and interest in inventions or developments are preserved and protected at all times, including (but not necessarily limited to) ensuring that:

- All inventions or developments made by any employee within the employee's scope of employment belong to the company, without any payment of compensation by the company other than the employee's salary;
- All inventions or developments made by any employee not within the employee's scope of employment but with the use of company resources are subject to the company's shop right; and
- All inventions or developments assigned to the company by means of an ENA Agreement, or other document of assignment, become the exclusive property of PG&E.

Such standards also ensure that employees are fully informed of their rights and obligations with respect to inventions or developments.

(b) Each Business Unit General Manager and officer ensures that inventions or developments are protected from unauthorized disclosure and are used only by authorized employees for business purposes and in accordance with the standards and procedures approved by the Vice President and General Counsel.

(c) Each officer ensures that this policy is communicated and complied with within his or her area of responsibility.

#### (2) Employee Obligations

(a) All employees promptly disclose to the company any inventions or developments to which the company has rights of ownership or a shop right.

(b) All employees assist the company in perfecting and safeguarding the company's rights to inventions and developments, including executing all documents that the company deems necessary.

- (c) All employees have a duty, during and subsequent to their employment to:
- use inventions or developments only for company business purposes and in accordance with the company's standards and procedures;
  - treat inventions or developments as the company's confidential information;
  - refrain from disclosing inventions or developments to anyone other than authorized company employees without authorization of the manager responsible for such inventions or developments or without requiring the receiving party to execute a non-disclosure agreement in a form approved by the Law Department.

(3) Employee Non-Disclosure and Assignment Agreements (ENA Agreements)

- (a) New Employees. All employees hired after the effective date of this policy are required to sign an ENA Agreement as a condition of employment.
- (b) Current Employees.
- Current technical employees hired to invent are required to sign an ENA Agreement upon being assigned to a research or development project if they have not signed such an agreement prior to that time.
  - Current technical employees not hired to invent are required to sign an ENA Agreement upon reclassification as a technical employee hired to invent.
  - All other current employees are not required to sign an ENA agreement. However, any employee who makes an invention or development within his or her scope of employment and has not signed an ENA Agreement is required to assign to the company all ownership rights in such inventions or developments.

**Implementation: Subsidiaries**

Each Business Unit General Manager and officer responsible for overseeing activities of a subsidiary ensures that the subsidiary establishes and implements standards and procedures to ensure achievement of the goals of PG&E's policy on inventions, information, and other assets developed by company employees. Such standards and procedures are generally consistent with the standards and procedures adopted by PG&E.

References

-- Employee Non-Disclosure and Assignment Agreement (ENA Agreement) Forms A and B

PACIFIC GAS AND ELECTRIC COMPANY  
EMPLOYEE NON-DISCLOSURE AND ASSIGNMENT AGREEMENT

In consideration of my employment by PG&E, and of the compensation received therefor, I agree as follows:

- 1) I shall not disclose or use, either during or subsequent to my employment, any confidential information or material of PG&E, except as my duties during my employment with PG&E may require or as expressly authorized in writing by PG&E. If I leave the employ of PG&E, I will not retain and will return promptly all confidential information and material of PG&E, including all copies, writings, drawings, and other records relating to the foregoing.

As used herein "PG&E" shall mean Pacific Gas and Electric Company and any of its subsidiaries and affiliates. "Confidential information or material of PG&E" shall mean information, material, data or knowledge which is considered confidential and/or proprietary by PG&E, and which includes, without limitation, trade secrets, customer lists and records, software, computer programs and related documentation, specifications, documents, processes, methods, inventions, discoveries, formulae, drawings, compositions, and information relating to research and development or to operations of PG&E, which have not been generally released to the public by duly authorized representatives of PG&E.

- (2) I agree to assign and hereby assign to PG&E my entire right, title and interest in and to any idea, invention, improvement, design, discovery, software, computer program and related documentation, and other work of authorship whether or not patentable or copyrightable, (all hereinafter called "Developments"), made, conceived or reduced to practice by me, solely or jointly with others, during the period of my employment with PG&E, either: a) using PG&E's equipment, supplies, facilities, trade secrets, or time; or b) relating, at the time of conception or reduction to practice of the Development, to the business of PG&E or PG&E's actual or demonstrably anticipated research or development; or c) resulting from any work performed by me for PG&E. I agree to assign and hereby assign to PG&E all my right, title and interest in the copyright and in any patent applications or patents for such Developments. I agree to fully cooperate and to do, at the expense of PG&E, all things reasonably necessary to allow PG&E to claim copyright and patent right ownership, in the United States and in foreign countries, including the execution of documents deemed necessary by PG&E.
- (3) I will promptly inform PG&E of any Developments assigned to PG&E in paragraph (2) hereof. I will treat such Developments, including know-how relating thereto, as confidential information or material of PG&E, in accordance with paragraph (1) hereof.
- (4) PURSUANT TO THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870, PARAGRAPH (2) OF THIS AGREEMENT DOES NOT APPLY TO: an invention that I developed entirely on my own time without using PG&E's equipment, supplies, facilities or trade secret information, except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to PG&E's business, or actual or demonstrably anticipated research or development of PG&E, or (2) result from any work performed by me for PG&E.

CALIFORNIA LABOR CODE, SECTION 2870 IS REPRODUCED BELOW, CONSTITUTING THE WRITTEN NOTIFICATION REQUIRED BY SECTION 2872 OF THE CODE:

Section 2870 Employment agreements; assignment of rights

- (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employers equipment, supplies, facilities, or trade secret information except for those inventions that either:
  - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
  - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

**Section 2872 Notice to employee; burden of proof**

If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

- (5) Except as listed on the reverse side hereof, I do not own or have an interest in any patent applications or unpatented inventions or other Developments, which were previously made or conceived, and I have no agreements with, or obligations to, others in conflict with this Agreement.
- (6) This Agreement does not constitute a contract of employment; its only purpose is to assign Developments to PG&E and to state my obligations with respect to the confidentiality of confidential information and materials of PG&E.
- (7) All prior agreements, understandings or communications with or by PG&E, with respect to the Developments assigned to PG&E in paragraph (2) hereof, are hereby superseded. This Agreement may not be terminated or modified, in whole or in part, except by an instrument in writing signed by an officer of PG&E. This Agreement may be assigned by PG&E only. This Agreement shall be binding upon my heirs, executors, administrators, and assigns.

Acknowledged and agreed:

\_\_\_\_\_  
Employee's Full Name  
(Print/Type)

\_\_\_\_\_  
Employee's Signature  
(Full Name)

\_\_\_\_\_  
Date  
(Written by Employee)

\_\_\_\_\_  
PG&E Representative

\_\_\_\_\_  
Date

I HAVE IDENTIFIED ON THE REVERSE SIDE HEREOF ALL DEVELOPMENTS NOT ASSIGNED TO PACIFIC GAS AND ELECTRIC COMPANY BY PARAGRAPH (2)

PACIFIC GAS AND ELECTRIC COMPANY  
EMPLOYEE NON-DISCLOSURE AND ASSIGNMENT AGREEMENT

This Agreement is executed by the undersigned employee and delivered to PG&E on the date set forth below:

- (1) I shall not disclose or use, either during or subsequent to my employment, any confidential information or material of PG&E, except as my duties during my employment with PG&E may require or as expressly authorized in writing by PG&E. If I leave the employ of PG&E, I will not retain and will return promptly all confidential information and material of PG&E, including all copies, writings, drawings, and other records relating to the foregoing.

As used herein "PG&E" shall mean Pacific Gas and Electric Company and any of its subsidiaries and affiliates. "Confidential information or material of PG&E" shall mean information, material, data or knowledge which is considered confidential and/or proprietary by PG&E, and which includes, without limitation, trade secrets, customer lists and records, software, computer programs and related documentation, specifications, documents, processes, methods, inventions, discoveries, formulae, drawings, compositions, and information relating to research and development or to operations of PG&E, which have not been generally released to the public by duly authorized representatives of PG&E.

- (2) I agree to assign and hereby assign to PG&E my entire right, title and interest in and to any idea, invention, improvement, design, discovery, software, computer program and related documentation, and other work of authorship whether or not patentable or copyrightable, (all hereinafter called "Developments"), made, conceived or reduced to practice by me, solely or jointly with others, during the period of my employment with PG&E, either: a) using PG&E's equipment, supplies, facilities, trade secrets, or time; or b) relating, at the time of conception or reduction to practice of the Development, to the business of PG&E or PG&E's actual or demonstrably anticipated research or development; or c) resulting from any work performed by me for PG&E. I agree to assign and hereby assign to PG&E all my right, title and interest in the copyright and in any patent applications or patents for such Developments. I agree to fully cooperate and to do, at the expense of PG&E, all things reasonably necessary to allow PG&E to claim copyright and patent right ownership, in the United States and in foreign countries, including the execution of documents deemed necessary by PG&E.
- (3) I will promptly inform PG&E of any Developments assigned to PG&E in paragraph (2) hereof. I will treat such Developments, including know-how relating thereto, as confidential information or material of PG&E, in accordance with paragraph (1) hereof.
- (4) PURSUANT TO THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870, PARAGRAPH (2) OF THIS AGREEMENT DOES NOT APPLY TO: an invention that I developed entirely on my own time without using PG&E's equipment, supplies, facilities or trade secret information, except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to PG&E's business, or actual or demonstrably anticipated research or development of PG&E, or (2) result from any work performed by me for PG&E.



CALIFORNIA LABOR CODE, SECTION 2870 IS REPRODUCED BELOW, CONSTITUTING THE WRITTEN NOTIFICATION REQUIRED BY SECTION 2872 OF THE CODE:

**Section 2870 - Employment agreements; assignment of rights**

- (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
  - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
  - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable:

**Section 2872 Notice to employee; burden of proof**

If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

- (5) Except as listed on the reverse side hereof, I do not own or have an interest in any patent applications or unpatented inventions or other Developments, which were previously made or conceived, and I have no agreements with, or obligations to, others in conflict with this Agreement.
- (6) This Agreement does not constitute a contract of employment; its only purpose is to assign Developments to PG&E and to state my obligations with respect to the confidentiality of confidential information and materials of PG&E.
- (7) All prior agreements, understandings or communications with or by PG&E, with respect to the Developments assigned to PG&E in paragraph (2) hereof, are hereby superseded. This Agreement may not be terminated or modified, in whole or in part, except by an instrument in writing signed by an officer of PG&E. This Agreement may be assigned by PG&E only. This Agreement shall be binding upon my heirs, executors, administrators, and assigns.

Acknowledged and agreed:

Employee's Full Name (Print/Type)	Employee's Signature Full Name)	Date (Written by Employee)
PG&E Representative		Date

I HAVE IDENTIFIED ON THE REVERSE SIDE HEREOF ALL DEVELOPMENTS NOT ASSIGNED TO PACIFIC GAS AND ELECTRIC COMPANY BY PARAGRAPH (2)

## RECOMMENDED LETTER TO EMPLOYEES

Dear Employee:

I have attached the new policy on Inventions, Information and Other Assets Developed by Company Employees (Policy), which was approved by the Management Committee. It provides guidelines covering inventions, information and other assets developed by PG&E employees.

An "Employee Non-Disclosure and Assignment Agreement" (ENA Agreement) has also been approved for use in conjunction with the Policy. Under the provisions of the new Policy, current technical employees will be required to sign an "ENA Agreement" before they are placed on certain new assignments described in the Policy. Because of this, you are asked to read the Policy and become familiar with its contents. You should pay particular attention to the third paragraph (Page E3.11-3) of the Policy which describes at what point you may be requested to sign the ENA Agreement:

- "Current technical employees hired to invent are required to sign an ENA Agreement upon being assigned to a research or development project, if they have not signed such an agreement prior to that time."
- "Current technical employees not hired to invent are required to sign an ENA Agreement upon reclassification as a technical employee hired to invent."

Please sign and print your name to indicate that you have read the Policy and are aware of its contents. Please return the signed form to \_\_\_\_\_ by \_\_\_\_\_

If you have any questions, feel free to come and see me. Thank you for your cooperation.

SIGNED BY: IMMEDIATE SUPERVISOR OR DEPARTMENT MANAGER

### ACKNOWLEDGEMENT OF RECEIPT

This is to acknowledge that I have received a copy of the company's Policy on "Inventions, Information, and Other Assets Developed by Company Employees" and corresponding "Employee Non-Disclosure and Assignment Agreement."

This document contains important information on PG&E's rights to and interests in inventions, information, and other assets which are developed by PG&E employees while employed by PG&E. I will familiarize myself with this Policy and understand that I am governed by its contents. I understand that if in the future I am assigned to work where I may be responsible for or involved in the development of inventions or developments as defined in the company Policy, I will be required to sign an "ENA Agreement" as a condition of receiving the assignment.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Original - to Corporate Secretary/1 Copy - to employee's 701 file/1 Copy - to employee

## List of Classifications Covered by Invention Policy

### **CORPORATE SERVICES**

Controller - Analyst Programmer  
Computer and Telecommunications Services - Analyst Programmer  
VP General Counsel - Analyst Programmer  
VP Human Resources - Analyst Programmer  
VP Finance and Rates - Analyst Programmer  
Analyst in Marginal Cost Section of Rates

### **ENCON**

Apprentice Equipment Mechanic- 1258  
AWS Certified Welder- 2622  
Carpenter- 160  
Civil Engineer- 5237  
Design Engineers -2983  
Drafters -3004  
Electrical Engineer - 5354  
Electrical Technician -2400  
Equipment Mechanic - 1255  
Engineers- 5137  
Field Mechanic "A" -1270  
Field Mechanic "C" -1276  
Field Mechanical Inspector- 1006  
Garage Working Foreman - 857  
Garageman - 880  
Lead Carpenter- 163  
Lead Electrician - 515  
Lead Mechanic- 1345  
Lead Painter- 1932  
Lead Partsman- 1084  
Lead Welder- 2619  
Machinist - 1112  
Materialsman -1205  
Mechanical Inspector - 1007  
Painter- 1933  
Partsman - 175  
Senior Design Engineers - 2980  
Senior Engineers - 5133  
Supervising Civil Engineers - 5230  
Telecom Technician - 2409  
Welder- 2620  
Working Foreman -845  
All of Station Construction

## **ELECTRIC SUPPLY**

R&D Positions

ESC Technicians  
R&D Project Managers  
R&D Program Managers  
R&D Research Managers  
R&D Research Directors

PP&C Positions

Director- Computer Services  
Systems Engineer I &II  
Senior Systems Engineers  
Operation Research Analyst I, II and Sr. Consultant Engineers

Power Generation

All positions

## **GAS SUPPLY**

Senior Consulting Gas Engineer  
Supervising Gas Engineer

# **FIRST TIME VIOLATOR POLICY**

1. [Letter Agreement No. R4-87-55](#) (First-time Violator of Certain Company Drug Prohibitions)

# LETTER AGREEMENT NO. R4-87-55-PGE

Pacific Gas and Electric Company  
215 Market Street  
San Francisco, CA 94106  
415-972-7000



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. Bruehl*  
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

March 13, 1989

By s/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.

# GRIEVANCE PROCEDURE

1. [Letter Agreement No. 90-236](#) (Information for Grievances Forwarded to the Pre-Review Committee)



# LETTER AGREEMENT

## No. 90-236 PGE

December 3, 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:

In 1974, the parties agreed to amend the provisions of Title 102 of the Physical Agreement and Title 9 of the Clerical Agreement in order to improve and expedite the resolution of grievances. However, due to changes on the part of both Union and Company since the adoption of the revised procedure, the parties believe it is advisable to make amendments to provisions of Title 102 of the Physical Agreement and Title 9 of the Clerical Agreement.

Accordingly, Company proposes the grievance procedure be amended in the following manner:

1. All grievances referred to the Pre-Review Committee shall include the following information in the form of a written addendum signed by both parties:
  - a) Any additional facts agreed to in Fact Finding that were not contained in the Local Investigating Committee Joint Statement of Facts;
  - b) Any offers of settlement by either party that rejected and the reasons for rejection;
  - c) Positions of the parties on the grievance which should include a brief synopsis of the core area of disagreement that prevented settlement.
2. The parties will meet regularly to review the grievance procedure to evaluate the effectiveness of these amendments. The parties will meet no later than six months after the execution of this agreement.

Either party reserves the right to terminate this agreement by giving 30-day's advance written notice to the other party.

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 Richard B. Bradford  
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

January 9, 1991

By Jack McNally  
Business Manager

# HIRING HALL

1. [Letter Agreement No. R1-04-12](#) (Hiring Hall Process and Procedures)
2. [Letter Agreement No. 05-20](#) (Testing Requirements of Former Employees and Journeyman Qualifications)
3. [Letter Agreement No. 10-20](#) (Modifies Item C “Priority of Referrals and Pay” of Letter Agreement R1-04-12)



# LETTER AGREEMENT NO. R1-04-12-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707-452-2700

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STEPHEN A. RAYBURN, DIRECTOR  
AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN, BUSINESS MANAGER

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September 29, 2004

Mr. Perry Zimmerman, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 2547  
Vacaville, CA 95696

Dear Mr. Zimmerman:

The Company and IBEW, Local 1245, recognize a need to continue to utilize temporary employees to meet the interests of both parties. Some of the factors include: (1) to have qualified personnel perform work that is temporary in nature; (2) to have interim work performed in classifications that will be modified or eliminated as a result of technological advances; (3) to avoid the implementation of the demotion and layoff procedures as a result of adding employees to the regular workforce for work that will not continue in the near future; (4) to provide employment security for the regular workforce; and (5) to work together cooperatively to meet the objectives of both parties.

It is not the intent of the parties to have temporary employees replace regular employees. Notwithstanding any other understanding between the parties, the Company shall not involuntarily lay off any regular employee for lack of work in a department system-wide where temporary hiring hall employees are being utilized.

The parties recognize that there are various other methods for staffing temporary positions in addition to Hiring Hall. These are included in the Physical Agreement under Section 106.12, "Temporary Additional" and Subsection 106.5(b), "Casual" and in the Clerical Agreement under Section 17.5 and Section 24.5, "Agency." The parties also recognize a need to re-establish the "Summer Hire" Program to introduce students to the Utility industry.

The Company and Union also see value in establishing a separate "Special Project or Special Condition" Agreement. These new Hiring Hall Committee Agreements would be utilized when a temporary need to supplement the workforce exists outside the guidelines and the intent of the Hiring Hall Letter of Agreement. The Hiring Hall Committee Agreement template will identify the temporary project or condition, classification(s) needed to supplement the regular workforce, and the specific length of the assignment (i.e., CorDaptix™, DCPD refueling, hydro projects, long-term backfills behind injured, ill and/or absent employees, etc.).

This proposal supersedes Letter of Agreement 01-09 regarding temporary employment within the IBEW bargaining unit at PG&E. This Letter Agreement also governs Hiring Hall Meter Readers. However, the parties do not intend to change the terms of what was previously agreed to for Meter Readers being able to work beyond 12 consecutive months.

The Physical and Clerical Agreements shall apply to temporary employees unless otherwise specifically agreed to by the Company and Union in writing.

Attached are the following: (1) Revised Hiring Hall Process and Procedures and temporary employee guidelines, (2) Special Project or Special Condition Committee Agreements template, and (3) Summer Hire Program guidelines and template.

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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

October 8, 2004

By: s/Perry Zimmerman  
Perry Zimmerman  
Business Manager

## **HIRING HALL PROCESS AND PROCEDURES**

Prior to utilizing Hiring Hall, the Company shall first fill all temporary vacancies at a headquarters per Sections 205.3 and 305.4 of the Physical Agreement and 18.3 of the Clerical Agreement.

The Company may continue to hire temporary employees under the provisions of 1) Section 106.12 and Subsection 106.5(b) of the Physical Agreement, 2) Sections 17.5 and 24.5 of the Clerical Agreement, and 3) the Special Project/Condition Committee Agreement template. The agency employment provisions of the Clerical Agreement shall be limited to an exception basis and to short-term emergency situations not to exceed 30 continuous days, with one exception: when the Hiring Hall does not have a candidate available to dispatch for a clerical position, the Company may use an agency or contract employee provided a requisition for a Hiring Hall candidate is maintained at the Union Hiring Hall until the first of the following occurs: 1) The Union has a candidate ready for dispatch, 2) The assignment ends, or 3) 60 days have passed since the submission of the requisition.

Temporary additional Hiring Hall employees will be hired through the Union's Hiring Hall, except as specified in this Letter Agreement.

All candidates must meet PG&E's pre-employment testing requirements and pass drug and background checks prior to dispatch.

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### **SECTION I**

#### **A. REQUEST FOR TEMPORARY EMPLOYMENT**

When the Company has a need for temporary employees, the Company shall first determine the appropriate provision of the Labor Agreement to use. The Company can request Local 1245 to refer applicants for work pursuant to this agreement. Requests shall be submitted in writing and must include:

1. Classification(s) needed.
2. Reason for the additional person, i.e., name of incumbent for backfill, temporary additional workload, etc.
3. Any special skills, licenses, certification or training required when justification is demonstrated by Company, i.e.:
  - Computer skills – Candidate is responsible for providing written documentation of proof of proficiency for the Company's required Office Skills Tests from a recognized testing school.
  - CorDaptix™ experience – Candidate is responsible for providing a Certificate of Achievement if issued by the Company or the Company will verify training in Training Server code CSIP 6010.
4. Report date, name and telephone number of receiving supervisor.
  - If the Company delays the reporting date by seven (7) calendar days or more, the individual may decline the referral and maintain his/her registration date with the Union.
5. Hours of work in the reporting department.
6. Duration of the work:
  - Not to exceed 12 months.
  - If considered excessive, multiple assignments at the same headquarters will be subject to review and

approval by the parties.

7. If the position is part time, the number of hours to be worked in a regular workweek.

The Company shall normally submit requests to the Union by Friday at 2:00 p.m. for referrals to be made in the following week. Referrals may be made on a more frequent basis.

Requests shall **not** include:

1. Requests for intermittent employees unless by special Letter of Agreement between the parties
2. Specific names of individuals requested, unless agreed to by the parties due to special circumstances or skills needed

Company shall provide in writing to the Union a list of all temporary hires and terminations within a reasonable time period.

Company and Union may enter into a Special Project or Special Condition Agreement. These agreements are for projects with a known scope of work and period of time, or to backfill behind an ill or injured and/or absent employee(s). Special agreements shall not be used to avoid filling regular positions. The Company may source, interview and select Hiring Hall candidates for these positions and notify the Union. All applicable sections of this process and procedures apply.

The hiring of temporary employees through the terms of this agreement shall be considered contracting pursuant to Exhibit XVI of the Physical Agreement.

## **CLASSIFICATIONS, QUALIFICATIONS AND PAY RATES**

The classifications to be dispatched through the union's Hiring Hall are noted on Section V. The classifications required, qualifications needed and pay rates shall be those already negotiated by the parties as contained in the Physical and Clerical Agreements unless otherwise specifically agreed to by the parties. In addition, temporary employees must meet PG&E's pre-employment requirements including qualification tests, drug testing, and background check standards. Hiring Hall employees are not eligible for progressive wage increases and shall normally be paid at the beginning rate of their classification unless:

1. They meet the requirements of C1 contained herein, or
2. They have worked for 12 cumulative months in the classification for which they are being dispatched
3. The Union's Hiring Hall rules and procedures will govern the number of "turn downs" of job offers and the number of locations and classifications an applicant can have active.

### **C. PRIORITY OF REFERRALS AND PAY**

Applicants for temporary employment at Pacific Gas and Electric Company shall be prioritized in the following groups and referred in the following order:

1. Prior Company employees and individuals that held the classification elsewhere, and have the required experience, and meet the Company's agreed to qualifications will be paid the top of the wage rate.
2. Prior Hiring Hall employees that held the classification for 12 cumulative months will be paid the top of the wage rate.
3. Inexperienced individuals that meet PG&E's agreed to entry qualifications will be paid the inexperienced wage rate.

#### **D. TEMPORARY HEADQUARTERS AND TRANSFERS**

Hiring Hall employees may be temporarily assigned to work at another headquarters for a maximum of five consecutive workdays provided the headquarters is within a reasonable commute (e.g., 30 road miles or 45 minutes automotive travel) of their assigned headquarters. Temporary headquarters assignments are limited to three, non-consecutive assignments of five days or less per each dispatch assignment. In emergency situations, Hiring Hall employees may work at any other headquarters system-wide. The limits in this section do not apply to emergency situations.

The Company may transfer Title 300 Hiring Hall employees in accordance with the provisions of Title 301.

#### **E. INELIGIBLE FOR HIRING HALL EMPLOYMENT**

Prior PG&E employees who are ineligible to work at PG&E and other individuals deemed ineligible to work at PG&E shall be precluded from dispatch by the Union.

#### **F. JOB CANCELLATION AND REJECTION OF REFERRALS:**

Rejection of an individual shall not be with the intent or purpose to bypass individuals in an attempt to hire a specific person:

##### **Job Cancellation Fee:**

1. A \$100 fee will be paid if: a) the individual has successfully completed all pre-employment requirements, b) accepts the assignment, c) the job is cancelled prior to reporting to work, and d) the individual is not removed from the dispatch list.

##### **Candidate Rejection/Referral Fee:**

1. A fee of eight (8) hours pay will be paid if the individual has: a) successfully completed all pre-employment requirements, b) accepts the assignment, and c) is rejected prior to reporting to work.
2. A fee of eight (8) hours pay will be paid if the individual has: a) reported to work, and b) was released prior to the completion of an eight-hour work period, provided the individual reported for work on time with the appropriate tools and equipment and was fit for duty.
3. No fee will be paid if the individual reported to work on the first day without the appropriate tools/equipment, required documentation, (e.g., license certification, employment eligibility verification/identification) or was unfit for duty.

##### **Referrals:**

1. Employees released by the Company as unsuitable (Y-payroll code) shall be precluded from future referrals.
2. Applicants who fail to report to work on the first day may be precluded from further referrals.
3. Employees who are laid off (L-payroll code) because the work assignment has ended or resign (R-payroll code) are eligible to immediately sign up at the Hiring Hall.
4. As of the signing of this letter of agreement, Hiring Hall employees who are released under the Y-payroll code are permanently precluded from future referrals.

5. When Hiring Hall employees are released, a payroll change tag shall be provided to the employee describing the reason for the end of the assignment (i.e., unsuitable - Y code, laid off - L code, resigned - R code or discharged - K code).
6. Supervisors will immediately send an e-mail notification to the exchange list mailbox entitled "HR Centralized Hiring Hall Admin" with the name and social security number of the employee released as unsuitable –Y code or discharged – K code.

**G. INELIGIBLE TO WORK AT PG&E AND JOINT HIRING HALL COMMITTEE:**

Individuals who fail to meet the pre-employment requirements shall not be eligible for a referral. Additionally, the Union may request the determination of such failure be referred to the committee to ascertain the appropriateness of such determination.

Further, when the committee agrees an individual has committed gross mis-conduct as defined in Company policies (e.g., including, but not limited to 735.6-1, insubordination, sale/possess/furnish/usage of drugs on the job, curbing of meter reads, falsification of company records, harassment, etc.) the individual will not be eligible for any other referral. Lastly, individuals who have been released under the Y or K payroll codes are ineligible for employment at PG&E.

**H. HIRING HALL EMPLOYMENT CONDITIONS**

Hiring Hall employees:

1. Are subject to being released from work at the sole discretion of the Company.
2. Shall not attain regular status or any regular status entitlements unless otherwise agreed to by the parties.
3. Shall not be eligible for supplemental benefits.
4. Shall be paid a benefit equivalent of 25% based on the straight time hourly rate of their base classification for all hours worked.
5. Will be considered a new hire for all purposes if hired by the Company into a regular position, unless otherwise agreed to in writing by the parties (e.g., Letter Agreement 00-31-PGE).
6. Must notify Pacific Gas and Electric Company directly to be considered for regular employment by applying at PGE.com.
7. May not be downgraded in pay from the classification referred to. However, they may be upgraded in pay and classification in accordance with the Agreements for a period not to exceed 40 hours during any period of continuous employment excluding overtime hours.
8. May be granted up to a maximum of 80 hours off without pay during any period of continuous employment exclusive of other time off provided in the Agreements (e.g., holidays, inclement weather, etc.). Such time off must be approved by the Company and in compliance with all applicable laws (e.g., workers' compensation, pregnancy, Family Medical Leave Act, etc.).

**I. DURATION OF TEMPORARY EMPLOYMENT**

Utilization of a temporary Hiring Hall employee in accordance with this agreement shall not exceed 12 months. This section is not applicable, subject to review by the Joint Hiring Hall Committee, while the Company is "actively trying" to fill a regular position in the department and headquarters and is unable to do so due to a lack



of qualified candidates. "Actively trying" is defined as submitting and maintaining an active requisition to fill a regular position.

**J. FAILURE TO COMPLY**

In the event it is determined the Company has failed to comply with any provision of this agreement resulting in an individual losing any benefit or compensation, the Company will make such individual whole for the loss of benefits or compensation.

**K. JOINT HIRING HALL COMMITTEE**

1. A Joint Hiring Hall Committee comprised of four individuals, two appointed by each party, shall be established. This committee shall meet at least quarterly to review the provisions of this agreement, recommend modifications, and address issues referred to the committee as provided for in this agreement.
2. In addition, the two co-chairs of the Joint Hiring Hall Committee shall meet on an Ad Hoc basis to discuss, review and approve the Special Condition or Special Project proposal.

**L. APPEALS COMMITTEE**

An Appeals Committee comprised of three members, one member appointed by Union, one member appointed by Company, and one public member appointed jointly by Company and Union shall be established. The public member will chair all meetings of the Appeals Committee.

The Committee shall consider any complaint alleging a violation of this agreement arising out of the administration of the referral procedure. The complaint must be received in writing to the Business Manager of the Union within thirty days of the date of the action causing such complaint. The written complaint must contain:

1. Date of the alleged incident;
2. Details of the alleged violation;
3. Requested remedy.

Upon receiving a timely and appropriate complaint, the Appeals Committee shall schedule a hearing to investigate the complaint. The complaint shall be dismissed if the complainant does not appear after being notified of the hearing. The Committee shall have the authority to make a final and binding decision on any complaint. The Committee is authorized to issue procedural rules for the conduct of its business. However, the Committee is not authorized to add to, subtract from, or modify any provision of the Agreements or this agreement. Agreed to costs of the public member shall be shared equally by the Company and Union.

Issues and complaints involving the interpretation and application of the Agreements are to be processed in accordance with the Agreement's grievance procedures.

## SECTION II

### SPECIAL PROJECT or SPECIAL CONDITION COMMITTEE AGREEMENTS

**These agreements shall not be used to avoid filling regular positions and may exceed 12 months.**

- **Special Project:** Company and Union may enter into Special Project Agreement for a project with a known scope of work and a defined period of time, i.e., CorDaptix™, DCPD refueling, Hydro, etc.
  - Company may source, interview and select the Hiring Hall candidate(s)
  - Company will provide the name(s) of the candidate(s) to the Union
  - Company will refer the candidate(s) to the Union's Hiring Hall for processing and dispatch
- **Special Condition:** Company may enter into a Special Condition Agreement to backfill behind an ill, injured and/or absent employee.
  - Company may source, interview and select the Hiring Hall candidate(s) when the Union is unable to provide a candidate within 14 calendar days of the requisition
  - Company will provide the name(s) of the candidate(s) to the Union
  - Company will refer the candidate(s) to the Union's Hiring Hall for processing and dispatch

**HIRING HALL SPECIAL PROJECT/SPECIAL CONDITION  
COMMITTEE AGREEMENT FORM**

**INFORMATION REQUIRED**

<i>Clerical</i>		<i>Physical T200</i>		<i>Physical T300</i>	
DATE:		DEPARTMENT:			
SUPERVISOR NAME:		HR ADVISOR NAME:			
BUSINESS REPRESENTATIVE NAME:			AGREES	DISAGREES	

PROJECT DESCRIPTION:

START DATE:		END DATE:	
NAME OF INCUMBENT(S) FOR SERIOUS ILLNESS/INJURY:			

CLASSIFICATIONS	COMPLETE THESE COLUMNS IF PG&E SOURCED HH CANDIDATES	
	NAMES OF CANDIDATE	HEADQUARTERS

SOURCING AND SELECTION OPTIONS (select one option) :

<input type="checkbox"/> 1) HIRING HALL DISPATCH:	<input type="checkbox"/> a) Project work	<input type="checkbox"/> b) Serious illness/injury
<input type="checkbox"/> 2) COMPANY SELECTION:	<input type="checkbox"/> a) Project work	<input type="checkbox"/> b) Serious illness/injury if Hiring Hall unable to provide candidate within 14 days.

Requester's Name:	Requester's Signature:	Date:
Approver's Name: (Company Co-Chair)	Approver's Signature:	Date:
Approver's Name: (Union Co-Chair)	Approver's Signature:	Date:
<i>For IR Use Only</i> Date of Committee Meeting:	SEND REQUESTS TO: John Moffat Industrial Relations Department 2850 Shadelands Drive, Suite 100 Walnut Creek, CA	Land ID: JAMa Company Phone: 8-583-4283; 925-974-4283
Approved:	Declined	

### **SECTION III**

#### **SUMMER HIRE PROGRAM**

Beginning in May of each year, the Company may hire candidates for the Summer Hire Program. The Company will notify the Union of the commencement of its Summer Hire Program and the Summer Hire assignments.

1. Company will administer the program and determine the need and location for Summer Hires.
2. Summer Hire candidates must be continuing college students or college bound high school graduates.
3. Summer Hire candidates must meet all pre-employment requirements (i.e., testing, background check and pre-employment drug test).
4. Summer Hire candidates may be hired the first week of May and must be released by the end of September.
5. Use of this program is not considered contracting under the provision of Exhibit XVI and is not to be used to avoid filling regular positions.
6. Hours worked by the "Summer Hires" will not count as "Temporary Additional" hours for the purpose of Exhibit XVI of the Agreement.
7. Wages will be those published in the Collective Bargaining Agreements.
8. "Summer Hires" will be subject to Title 4, "Union Security" of the Physical or Clerical Agreement.
9. Sections 205.5 and 305.7 of the Physical agreement and 18.5 of the Clerical Agreement will not apply.
10. It is not the intent of the Company that these positions turn into regular positions.
11. Summer Hire candidates will be sourced, interviewed, selected and hired by the Company.

#### **SECTION IV**

##### **PAYROLL DEDUCTION AUTHORIZATION FORM FOR HIRING HALL UNION DUES AGREEMENT**

The parties agree that the International Brotherhood of Electrical Workers, AFL-CIO, Local Union 1245 will:

1. Require every Hiring Hall employee of the Pacific Gas and Electric Company ("Company") to execute a Payroll Deduction Authorization form to authorize the deduction of union dues from that employee's wages paid by the Company,
2. Furnish the Company with the names of all Hiring Hall employees who have executed their Payroll Deduction Authorization forms upon request,
3. Retain the originals of the fully-executed Payroll Deduction Authorization forms of all Company Hiring Hall employees, and
4. Provide Company the original of any Hiring Hall's Payroll Deduction Authorization form within two business days upon Company's written request.

**SECTION V  
PG&E DISPATCH CLASSIFICATIONS**

<b>AGREED TO CLASSIFICATIONS</b>	<b>SPECIAL PROJECT/CONDITION AGREEMENTS</b>
ACCTG CLERK	CARPENTER
ASST FRMN CLK	COMM TECH
CABLE SPLICER	CORROSION MECH
ELEC T&D ASSISTANT	EQUIPMENT MECHANIC
ELECTRICIAN	FLD GAR MECH A
FIELDPERSON	GAS M&C MECHANIC
FIRST FIELD CLERK	INSPECTOR
GARAGEMAN	MACHINIST
GAS FITTER	MECHANIC RIGGER
GAS SERV REP	METERING SYSTEM TECH
LINEMAN	REPRO OPR B
MATERIALS HANDLER	ROVING OPER
METER READER	STATION MECH
MISC EQUIP OPR	SYSTEM OPR
OPER CLERK	TELECOM TECH
OPER CLERK-TYPIST	
ROUTINE FIELD CLERK	<b>PROJECT EXAMPLES:</b>
ROUTINE PLANT CLERK	DCPP REFUELING
ROUTINE SHOP CLERK	MLX
SERV REP/EXP	CorDaptix™
TELECOM EQUIP INSTALLER(DIV)	HYDRO
TELECOM INSTALLER(GC)	
TOWERMAN	
UTIL WKR-ELE METER	
UTILITY CLERK	
UTILITY CLERK-TYPIST	
UTILITY WORKER	



# LETTER AGREEMENT NO. 05-20-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

---

STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,  
BUSINESS MANAGER

---

April 29, 2005

Mr. Perry Zimmerman, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Zimmerman:

The Company proposes to adopt the Hiring Hall Overview Committee recommendations detailed below.

The Hiring Hall Process and Procedures section in Letter Agreement R1-04-12 states that all candidates must meet PG&E's pre-employment testing requirements. The current testing policy states in part that "former employees that held a previous classification at PG&E and show no previous testing record in TRed must meet the current testing requirements for the regular status position to which they are applying." There are former regular status employees with many years of experience in performing the work requested who cannot be dispatched through the Hiring Hall without taking and passing the pre-employment test(s).

The Company and Union Joint Hiring Hall Overview Committee met on April 19, 2005, to discuss the above issue. The Committee recommends that former regular status PG&E employees who are eligible for rehire be allowed to be dispatched to their former classification or any classification lower in the line of progression on a temporary basis. The Company intends to review this issue and, if and when appropriate, will adopt a prospective change to this temporary practice. Before implementing the change, the Company will review it with the Union. Any further changes modifying Letter Agreement R1-04-12 will require the parties' agreement.

The Overview Committee also recommends that the Union dispatch Journeyman Linemen and Journeyman Electricians once they have been certified by the IBEW that they have met the qualification of a journeyman and Local 1245 has verified their qualifications. These candidates will not have to meet the Company's pre-employment testing requirement but must still pass all other pre-employment requirements including background screening and drug test.

Either party may cancel this agreement by providing 30 days' written notice of cancellation.

Mr. Zimmerman-2- April 29, 2005

L/A 05-20-PGE

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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

May 5, 2005

By: s/Perry Zimmerman  
Perry Zimmerman  
Business Manager





# LETTER AGREEMENT NO. 10-20-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P. O. BOX 770000  
SAN FRANCISCO, CA 94177  
(415) 973-4310  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL  
BUSINESS MANAGER

May 11, 2010

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95687

Dear Mr. Dalzell:

In an effort to minimize training costs, the Company proposes to modify item C. "Priority of Referrals and Pay" in the Hiring Hall Letter Agreement, R1-04-12 and R1-08-26. All other conditions in the Hiring Hall Agreement remain in effect.

## **M. PRIORITY OF REFERRALS AND PAY**

Applicants for temporary employment at Pacific Gas and Electric Company shall be prioritized in the following groups and referred in the following order:

4. Prior Company employees and individuals that held the classification elsewhere, and have the required experience, and meet the Company's agreed to qualifications will be paid the top of the wage rate.
5. Prior Hiring Hall employees that held the classification for 12 cumulative months will be paid the top of the wage rate.
6. Prior Hiring Hall employees who held the Meter Reading classification for less than 12 months for dispatch to the Meter Reader classification. The pay will be the inexperienced rate until the 12 cumulative months threshold has been met as described in item 2 above.
7. Applicable to entry-level physical classifications - Successful graduates of the PowerPathway™ Program or individuals who have successfully completed a pre-apprentice training program recognized by the Company and meet PG&E's agreed to entry qualifications, will be paid the inexperienced wage rate.
8. Inexperienced individuals that meet PG&E's agreed to entry qualifications will be paid the inexperienced wage rate.

Either party may cancel this agreement by providing the other 90 days' written notice of cancellation.

Mr. Tom Dalzell

-2-

May 11, 2010  
L/A 10-20-PGE

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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

June 17, 2010

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager

## **HOURS**

1. [Letter Agreement No. 13-80](#) (Waive Provisions of S.F. Family Friendly Workplace Ordinance)



# LETTER AGREEMENT NO. 13-80-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL  
BUSINESS MANAGER

October 17, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

The Company and Union agree to waive the provisions of the San Francisco Family Friendly Workplace Ordinance which goes into effect on January 1, 2014. This ordinance impacts only those employees who work in the City and County of San Francisco. The parties shall continue to follow the provisions of Subsection 202.16(b) of the PG&E/IBEW Physical Agreement and Subsection 10.7(b) of the PG&E/IBEW Clerical Agreement, which has provisions for hours changes.

Either party may cancel this agreement by giving 90 days written notice of cancellation.

If you agree, 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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

November 5, 2013

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager

## **LEAVES OF ABSENCE**

1. [Letter Agreement No. 13-78](#) (Union leaves of absence)



# LETTER AGREEMENT NO. 13-78-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL  
BUSINESS MANAGER

October 3, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

This letter of agreement cancels and supersedes Letter Agreements 92-39 and 12-10. This letter of agreement will be referenced in Section 101.6 of the Physical Agreement and Section 6.6 of the Clerical Agreement as a supplement to the Union Leave of Absence provisions.

The Company and Union have agreed to allow for up to eight employees to take a Union Leave of Absence lasting up to 120 months at any given time. Any additional type of Union Leave of Absence will continue to be limited to 72 months as provided in Sections 101.6 of the Physical Agreement and 6.6 of the Clerical Agreement.

### **Health and Welfare Benefits and Time Off Eligibility During Union Leave**

During an unpaid Union leave of absence, the employee shall not be eligible to continue Company's health and welfare or time off benefits such as medical, dental, vision, Health Care Flexible Spending Account (FSA), Dependent Care Flexible Spending Account (FSA), EAP, Long Term Disability or Worker's Compensation benefits arising out of an injury occurring during the union leave of absence. Employee will cease earning any vacation or sick leave upon commencement of Union Leave. Exceptions are as follows:

Health Plan Benefits will be continued through the end of the calendar month in which the Union Leave of Absence begins. In the event there is insufficient pay to cover the monthly premium due to the commencement of the unpaid leave, employee will be billed the balance due.

Supplemental Life Insurance – employee's full life insurance coverage will remain in effect during the unpaid union leave of absence. If employee has more than \$10,000 in coverage, the monthly deductions for the optional supplemental coverage will be suspended during the unpaid leave since the employee is on an unpaid status.

Dependent Life (Spouse/Domestic Partner and Child Life) Insurance – If employee has elected any Dependent Life Insurance, the monthly deductions for the Dependent Life insurance coverage will be suspended during the unpaid leave since the employee is on an unpaid status.

Voluntary AD&D Insurance – Company-paid basic AD&D insurance will remain in effect during the unpaid union leave of absence. If employee has elected Voluntary AD&D, the monthly deductions for the Voluntary AD&D coverage will be suspended during the unpaid leave since employee is on an unpaid status.

Company will be responsible for providing a billing statement to the employee for the Supplemental, Dependent life insurance and/or Voluntary AD&D insurance premiums. If the employee fails to remit payment by the given due date and the grace period, the life insurance and/or Voluntary AD&D insurance may be cancelled in accordance with policy's billing procedures. In the event of cancellation, the employee will not be able to re-enroll until returning to active status and any re-enrollment requirements of the plan will apply.

### **Retirement Eligibility During Union Leave**

For retirement and postretirement welfare plans, service credits will continue to accrue for the duration of the union leave of absence. In addition, Letter Agreement 92-39 formalized an existing practice, which facilitated the resignation of employees following a Union Leave of Absence to work for Local 1245. Sections 101.7 and 6.7 of the Physical and Clerical Agreements provide that employees may upon their return from union leave of absence elect to displace another employee. In order to avoid the disruption caused by the temporary return of such an employee to update his/her rate of pay under the final pay pension plan, Letter Agreement 92-39 allowed the employee to return, on paper, for one day before the separation date. Such returns have been accomplished by granting the employee the day off, with permission without pay, or having the employee take a vacation day. This practice will continue for all existing employees who have a final pay pension benefit, except for employees who elect the cash balance pension during the one-time choice period, where pay will be capped at the rate in effect when final pay pension benefit accruals cease.

Cash Balance participants who take a Union Leave of Absence will be awarded annual Pay Credits equal to a percentage of the employee's last active rate of pay for his/her base classification before commencing the Union Leave of Absence, consistent with the method applied during any other unpaid leave of absence under the Cash Balance pension. For part-time employees, no pay credits are earned during the unpaid leave. Accumulated balances will receive quarterly interest credits for the duration of the leave of absence. Employees on a Union Leave of Absence are not eligible to receive a distribution until the employee experiences a separation date.

### **Vacation Pay Out**

Employees on an unpaid union leave of absence may request a pay out of their entire vacation balance at any time during the unpaid union leave of absence. Requests may be made through the local Labor Relations Specialist and must be approved by the employee's department Director.

If you agree, 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: \_\_\_\_\_  
s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

\_\_\_\_\_, 2013  
October 25

By: \_\_\_\_\_  
s/Tom Dalzell  
Tom Dalzell  
Business Manager

## **OVERTIME**

1. [Letter Dated February 7, 1964](#) (Troublemakers and Gas Service Representatives Should Not Arbitrarily Make Themselves Unavailable at Other Than Regular Hours)
2. [Letter Agreement No. 85-61](#) (Safety Concerns During Overtime Assignments)
3. [Letter Agreement No. R3-89-123](#) (Call Out and Bypass)
4. [Letter Agreement No. 13-88](#) (Automated Call-Out System [ARCOS] for Certain Classifications)



February 7, 1964

Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
1918 Grove Street  
Oakland 12, California

Attention: Mr. Ronald T. Weakley, Business Manager

Gentlemen:

The following is the Understanding reached during the 1963 General Negotiations relating to Title 212 and the availability of Electric Troublemens and Gas Servicemen for Duty in case of emergency:

Title 212 of the Company-Union Physical Agreement states that employees shall not be required to be on call, and further provides for Company and Union cooperation in establishing schedules for employees who volunteer to be available for duty in case of emergency. Its provisions emanate from the obligation that Company and Union have subscribed to under Title 3 which refers to preserving the continuity of service to the public at all times.

Since the Electric Troublesman and the Gas Serviceman have historically as a part of their duties answered customers' calls at other than regular work hours, both Company and Union believe that the obligation of such service requirements as performed by employees in those two classifications is of maximum importance.

Within the scope of the intent and obligations expressed above it is understood that employees who hold the classification mentioned should not arbitrarily make themselves unavailable and should respond to efforts made by the Company to contact them when they are needed at other than regular hours.

Please indicate your accord and agreement with the above Understanding by signing in the space provided below and returning one executed copy of this letter to Company.

Yours very truly,  
PACIFIC GAS AND ELECTRIC COMPANY

By /s/ V. J. Thompson  
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

February 11, 1964

By /s/ Ronald T. Weakley  
Business Manager

# LETTER AGREEMENT NO. 85-61

FOR INTRA-COMPANY USES

INDUSTRIAL RELATIONS

SUBJECT Settlement of Arbitration Case No. 120

December 2, 1985

JESS R. HERRERA  
WILLIAM H. BARR  
JAMES C. CARROLL  
RICH A. HOLDEN  
RICH A. JOHNSON

ROBERT D. MANNING  
EDWARD J. MEYERS  
GEORGE W. ROWE  
REGIONAL MANAGERS

Attached is Letter Agreement No. 85-61-PGE which is the settlement of Arbitration Case No. 120. Arbitration Case No. 120 was comprised of three grievances with differing facts but a common theme of determining which employees should work or continue to work overtime assignments giving consideration to practicality and safety concerns. The three cases were returned to the Review Committee for resolution in accordance with the provisions of this Letter Agreement. Review Committee Decision Nos. 1565, 1569 and 1623 is attached.

In the application of Item 1 of the Letter Agreement, Company still has the right to send employees home from an overtime assignment for practicality reasons such as, so the employee will be rested to work his regular shift, or so that the Company can schedule various employees to work over an extended period to cover storm damage or other extended work periods.

It should also be noted that employees requesting release from work may have to wait until they can be replaced. In attempting to make an objective determination as to an employee's ability to report for overtime, it is generally our recommendation that a discussion take place between the employee and the supervisor.

Although not included in the language of the Letter Agreement, the parties also agreed that employees who are called out or scheduled to work additional overtime within the eight-hour period following release from work after having worked an extended period, may decline without penalty (no response and charging of hours). This does not, however, relieve employees of the obligation to report to work if so needed.

Any questions concerning this Letter Agreement should be directed to David J. Bergman on Ext. 222-1125.

WAYLAND BRIGHT

MAShort(222-1123):ml

# LETTER AGREEMENT NO. 85-61-PGE

May 15, 1985

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

Attention: Mr. J. K. McNally, Business Manager

Gentlemen:

The parties recognize that the Company's obligation to provide gas and electric services for its customers often causes its physical employees to work overtime. The parties further recognize that safety concerns arise frequently during overtime assignments, particularly during inclement weather. Accordingly, the parties agree to settle Arbitration Case No. 120 as follows:

1. An employee working overtime pursuant to Titles 212, 208, or 308 of the Agreement has the obligation to inform his supervisor when he is too tired to continue working safely. Except in cases of emergencies (hazard to life or property), the Company agrees to accept an individual employee's determination that he is too tired to work safely and to permit such individual to leave work.
2. If Company determines, based on observing objective behavior by an individual employee performing overtime work, that the employee can no longer continue to work safely, the Company will send the employee home. The Company will not send an employee home for the purpose of circumventing a rest period or increased overtime penalties.
3. The individual grievances involved in this arbitration will be remanded to the Review Committee for disposition in accordance with this settlement.

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.

Yours very truly,  
PACIFIC GAS AND ELECTRIC COMPANY

By s/I. W. Bonbright  
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

May 20, 1985

By s/J. K. McNally  
Business Manager

# LETTER AGREEMENT NO. R3-89-123-PGE

Pacific Gas and Electric Company  
215 Market Street  
San Francisco, CA 94106  
4151972.7000

December 13, 1989

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 Step Five of Title 102 of the Physical Agreement, Review Committee Case No. 1657 was referred to Ad Hoc Negotiations by letter dated August 15, 1989. The unresolved issue in Ad Hoc No: 89-8 concerns the scheduling of employees for emergency overtime.

On October 9, 1989, an Ad Hoc Committee met to resolve the issue. The Ad Hoc Committee consisted of Dave Bergman, John Townsend and Rick Doering for the Company; and Darrel Mitchell and Mike Haentjens for the Union. The Committee agreed to the following:

- Employees who have volunteered for emergency overtime may be called in advance of the overtime assignment.
- In no event will a volunteer on the call-out roster be bypassed for reason of unavailability if they are called during a period in which they have removed themselves from the list.

~~In addition, and applicable only to Diablo Canyon Power Plant, the Committee agreed to amend Letter Agreement 85-61-PGE which settled Arbitration Case No. 120 as follows based on NRC regulations and guidelines:~~

- ~~• Absent Plant Manager approval to extend; maintenance employees will not work emergency overtime in excess of 16 consecutive hours or beyond the NRC Technical Specifications which limit overtime.~~
- ~~• Operations employees may be scheduled for emergency overtime in 12-hour shifts if such shifts coincide with the existing shift schedule. If Operations employees are called in for emergency overtime that does not coincide with the existing shift schedule, the hours worked will not exceed 16 consecutive hours without Plant Manager approval to extend.~~
- ~~• If the NRC regulations concerning limitations on consecutive hours worked change, the parties will reopen discussions on this issue.~~

The Ad Hoc Committee directs the Review Committee to return the cases involved in RC 1657 to the Local Investigating Committee to determine if any liability exist based on the above guidelines. If the Local Investigating

Committee is unable to agree, the Review Committee retains jurisdiction. If the Local Investigating Committee reaches agreement, the cases will be considered closed by the Review Committee.

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.

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 it agrees thereto as of the date hereof.

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

December 26, 1989

By Jack McNally  
Manager of Industrial Relations



# LETTER AGREEMENT NO. 13-88-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700

TOM DALZELL  
BUSINESS MANAGER

December 5, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

With the goal of improving the Title 212 emergency response process for Title 200 Physical employees, the Company and Union agreed to pilot an automated call-out system using the vendor ARCOS, beginning in August 2012. With the success of the pilot programs in two divisions, Company proposes to implement the automated call-out process system wide, beginning with employees in first-responder classifications in Electric Operations.

#### Classifications Included in Implementation

Implementation of the automated call-out process will initially include employees in the following classifications: Distribution Troublemaker, Transmission Troublemaker, Cableman, Electrical Technician, Substation Electrician, Electrician-Switching, Electrical Maintenance Foreman and Distribution Line Technician. Implementation will begin as soon as administratively possible following the execution of this agreement. Other classifications may be added in the future by agreement between Labor Relations and the IBEW leadership.

#### Local Agreements on Call-Out Procedures

Any documented local agreements for on-call schedules will be honored, and the ARCOS system will be configured to comply with these agreements. Once this agreement is in place, the parties may still negotiate changes to on-call schedules or agree to new on-call schedules in lieu of using the Title 212 procedure, in accordance with the current Agreement.

Any undocumented local agreements, practices or understandings related to the call out procedure must be negotiated locally in accordance with Section 212.12 prior to the implementation of the ARCOS system, or they will be discontinued. Any disputes related to these practices during implementation may be discussed by the joint Oversight Committee (see below).

In headquarters where local documented agreements exist regarding Section 212.8 Unanticipated Extension of the Workday, such as an agreement to assign employees from the 212 sign-up list for work that comes in 30 minutes prior to the end of the work period, the local parties may need to modify their practices for the implementation of ARCOS.

### Modification of Call-Out Procedures

In accordance with Section 212.12, Company proposes the following modifications and clarifications in order to apply the Title 212 procedures to the automated call-out process.

1. Employees are responsible for using the ARCOS system when removing themselves from the call-out roster in accordance with Subsection 212.2(c). When removing themselves from the call-out roster, employees will be required to indicate the reason in accordance with Subsections 212.2(c) (1), (2) or (3). The automated system will notify the supervisor when an employee removes him/herself from the call-out roster, which will serve as advanced notice.
2. The provisions of Section 212.3, clarifications and related precedent setting grievance settlements will be modified or clarified for the application of the automated call-out system, as follows:
  - The following language in 212.3 will be modified. *“Company is only required to make an attempt to contact by telephone an employee during an emergency period and such employee will be charged only one refusal. An “attempt” includes redialing a telephone number once when a busy signal or no answer results from the first attempt.”*
    - An “attempt” is defined as follows: The ARCOS system will call the employee up to three times in succession using up to three different phone numbers provided by the employee. It is incumbent upon the employees to keep ARCOS updated with accurate and current phone numbers.
    - The message left for employees when they don’t answer a call will include the nature of the emergency, the location of the emergency and the name of the on-call supervisor.
    - Calls may be made to successive employees on the list simultaneously if more than one employee in the same classification, with the same qualifications, is required.
    - In the event an employee misses a call, he/she will have the opportunity to call back into the system and, if there is still a need, the employee may be offered the assignment.
    - If an outage occurs in the ARCOS system or the system is otherwise unavailable, the same call-out procedure will be manually implemented, using the data that was input into the ARCOS system effective the previous Friday.
  - An “emergency period” for purposes of this agreement will be 24 hours, 0700 – 0700, and there will be 7 emergency periods per week. Only one “attempt” will be made during the emergency period. If an employee makes him/herself unavailable (refuses or cannot be reached) and a 2<sup>nd</sup> emergency arises during the same emergency period, Company has no obligation to call the employee.
  - This agreement is not intended to modify existing letters of agreement or precedent grievance settlements regarding the availability of employees for call-out. Employees are responsible for entering accurate information into the ARCOS system regarding their availability for call out.
    - An employee must indicate in the automated system when they are not available for call-out, including but not limited to: when they are off sick during regular work hours; on vacation; at work already (e.g. when they are scheduled for prearranged overtime or working extension of the work day, etc.) or; upgraded to management on a PCR (AKA on a “yellow tag”).
    - Upon completion of an overtime assignment, employees are responsible for indicating in ARCOS that they are available for call-out.
    - In reference to Subsection 212.11(e), while the call-out system may or may not be programmed to automatically remove employees after seven occasions of failing to respond when called, there is no intent to modify or eliminate this language.
    - Existing contract language and precedent grievance settlements continue to apply to an employee’s availability for call-out including, but not limited to when they: attended a

doctor/dental appointment during regular work hours; are on a Floating Holiday during regular work hours or; are on a rest period.

- o Service employees shall not make themselves arbitrarily unavailable for call-out.

3. Once the 212 sign-up list is exhausted in a headquarters, local management will have ARCOS configured to automatically call the annual 212 sign-up list. This applies to the classifications in this agreement only. Should the parties agree to implement ARCOS for additional departments and classifications, the specific protocol for call-out once the local 212 list is exhausted will be agreed upon at that time.

Oversight Committee

A joint Company-Union Oversight Committee will be created including up to four members selected by the Union and four member selected by the Company. The Committee will address issues related to the automated call-out system. For any disputes arising out the administration of the call-out process, including at the First Step of the grievance procedure, the supervisor and shop steward should review ARCOS call out data in attempt to settle the dispute.

This proposal has been discussed with Sr. Assistant Business Manager Bob Dean.

Either party may cancel this agreement by providing the other party with 60 days written notice of cancellation.

If you agree, 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: \_\_\_\_\_  
s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

\_\_\_\_\_, December 20, 2013

By: \_\_\_\_\_  
s/Tom Dalzell  
Tom Dalzell  
Business Manager



## **PEER VOLUNTEER PROGRAM**

1. [Letter Agreement No. 14-06](#) (Alcohol and Drug Peer Volunteer Program)



# LETTER AGREEMENT NO. 14-06-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700

TOM DALZELL  
BUSINESS MANAGER

January 17, 2014

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

In Letter Agreement 01-49, the parties established a pilot Joint Company-Union Alcohol and Drug Peer Volunteer Program in Area 1. In Letter Agreement 02-40, the parties agreed to implement the Joint Company-Union Alcohol and Drug Peer Volunteer Program area by area throughout the rest of the system and updated the guidelines for the Program. The program guidelines were again updated in Letter Agreement 03-06. This agreement cancels and supersedes Letter Agreement 03-06.

The Peer Volunteer Program is a joint program established with IBEW Local 1245 and ESC Local 20. It is a collaborative Company-Union program of trained volunteers in alcohol/drug recovery or recovery as a family member of an alcoholic/addict. The peers make themselves available to Pacific Gas and Electric employees with alcohol/drug problems or employees who have loved ones with alcohol/drug problems.

The Company-Union joint steering committee oversees the Program and its participant requirements. The steering committee will review the Program on a regular basis. Review of the Program may lead to modifications as agreed to by the Committee. A copy of the current peer participation requirements and peer agreement are attached.

IBEW represented employees may participate as peer volunteers in the program in accordance with the participant program guidelines.

The Company or Union may cancel this agreement with 30 days written notice for any reason.

If you agree, 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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

1/30, 2014

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager

## **REWARDS and RECOGNITION**

1. [Letter Agreement No. 14-01](#) (Incentive, Recognition and Reward Provisions)
2. [Letter Agreement No. 14-13](#) (Diversity Champion Award)



# LETTER AGREEMENT NO. 14-01-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL  
BUSINESS MANAGER

January 3, 2014

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

This letter agreement supersedes Letter Agreements 00-33, 92-48 and 91-113. It is not the intent to change any of the provisions of these letter agreements but to consolidate and update them into one document to allow for easier application of the incentive, recognition and reward provisions and add a provision for upgrades to non-represented positions. Letter Agreement R1-12-03 will continue to apply to clerical employees in the Customer Care organization. Physical employees in the Customer Care organization will be covered by this letter agreement.

Pursuant to Section 2.1 of the Physical and Clerical Agreements, the Company proposes the following guidelines concerning incentive, recognition and reward systems:

## PURPOSE

In making this proposal it is the intent of the Company to set out guidelines under which local recognition/award systems can be designed and implemented. The reasoning behind these systems is to provide local management with a mechanism to recognize outstanding work by either an individual or group, and to promote or incite employees to work toward a specific goal or objective. Any reward/award system set up under the guidelines set out below is intended to be "de minimis" in nature.

In proposing this agreement, the Company recognizes IBEW Local 1245 as the sole and exclusive bargaining representative for its represented employees. No section of this agreement is intended to challenge that exclusive right to representation. In addition, it is not the intent of this agreement to interfere with mandatory subjects of bargaining, and specifically those subjects that are reserved for general negotiations. Furthermore, this agreement is not intended to detract from such items as general wage increases and performance incentives in future general negotiation sessions.

## TYPES OF RECOGNITION

Recognition awards under this agreement are intended to be goods or services with a value not to exceed \$200.00. No cash awards are to be included. Some examples of awards include: meals, gift certificates, sporting event tickets, clothing, merchandise, and services. If gift certificates are given, they cannot be redeemable for cash. In addition to not awarding cash, granted additional paid time off is not permitted.

## FREQUENCY OF AWARDS

The \$200.00 award limit is per employee per calendar quarter.

## ELIGIBILITY

Any program developed under this agreement must provide for the equal opportunity to participate along Department and Headquarters boundaries. For example, a local recognition program could be developed that provides a dinner for two gift certificate (value of \$40.00) given once per month to an employee in the Electric T&D (Department) at the Oakport Service Center (Headquarters). All the employees within Electric T&D at Oakport would have to be eligible for the gift certificate. It would not be appropriate to set up such a program where only the inspection group within Electric T&D could be recognized. (Note: For the purpose of this agreement, General Construction service territory will be defined by the Superintendent area or equivalent.) Nothing about this agreement implies all employees should or will receive something, only that all will be eligible under the definition described above.

## IMPLEMENTATION

Programs that conform to this agreement are intended to be developed locally and implemented at the discretion of local management. The local Business Representative will be notified of any new program at least fifteen days prior to implementation. In addition, the local Business Representative may request a review of any and all programs at any time.

Any program that falls outside the parameters of this agreement must be negotiated between Company and Union and would require the approval of the Union Business Manager and the Company's Manager of Industrial Relations.

## EXISTING PROGRAMS

All preexisting programs, with the exception of those noted herein, will be reviewed locally by Company and Union for their compliance with the parameters of this letter of agreement. Any program found to be not in compliance will be modified or cancelled.

## NON-COMPETITIVE PROGRAMS

Any program developed under this agreement will not be structured in such a way as to promote competition between work groups or individuals such that one work group or individual receives an award at the expense of another work group or individual.

## SAFETY PROGRAMS

In order to establish incentive programs that relate to safety, the system must be structured so as not to discourage the reporting of accidents. The safety programs are intended normally to be after the fact rewards. Safety programs are to be approved by the local Business Representative prior to implementation. Nothing in this section is intended to impact current practices such as 1,000,000 man hour awards or safety barbecues.

## CONSEQUENCES OF NONCOMPLIANCE

If programs are undertaken that do not meet the above guidelines, all programs within the Division, Department or other equivalent unit will be cancelled for a one year period.

This cancellation may be avoided if Company cancels the individual out-of-compliance program within fifteen days following written notification of a violation to the Division Manager, Department Manager or equivalent, by the Union's Business Representative. However, a second notice of a proven out-of-compliance program will result in a one year suspension of all programs within the Division, Department, or other equivalent unit regardless of whether the first violation was corrected within the fifteen days.

## PROGRAMS/AREAS SPECIFICALLY EXCLUDED

Programs such as , PSEA, Campaign for the Community, , time off associated with Christmas Eve and New Year's Eve, and Good Friday or any other time authorized by the Company to observe religious services, in their present form, as well as any other program addressed in a specific agreement will not be subject to this letter agreement.

## RELIGIOUS SERVICES

Traditionally, employees are released between the hours of 12:00 p.m. and 3:00 p.m. for the purpose of attending religious services in observation of Good Friday. Only those employees attending such religious services are excused. This decision to excuse employees is made each year by the Chairman of the Board. This language would include any other time off authorized by the Company in observation of religious services.

With the exception of the Christmas/New Year's eve and Religious Services examples, none of the above mentioned programs may grant additional time off with pay.

**REWARD AND RECOGNITION PROGRAM FOR NON-REPRESENTED POSITIONS**

At PG&E, bargaining unit employees are often assigned temporary rotations into non-bargaining unit positions. Company has an interest in applying its R&R Program guidelines to employees for work performed in a non-bargaining unit position, even if such assignment is temporary.

The parties' agree that Company may recognize employees for work performed in a non-bargaining unit position consistent with the Company's R&R Program applicable to non-bargaining unit employees. In some cases, such payments may occur after the employee has returned to the bargaining unit position.

**CANCELLATION**

Either the Company or Union reserves the right to cancel this agreement with 30 days written notice.

If you agree, 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: \_\_\_\_\_  
s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

\_\_\_\_\_, January 13, 2014

By: \_\_\_\_\_  
s/Tom Dalzell  
Tom Dalzell  
Business Manager



**LETTER AGREEMENT  
NO. 14-13-PGE**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700  
TOM DALZELL  
BUSINESS MANAGER

March 13, 2014

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

This letter agreement cancels and supersedes Letter Agreement No. 02-33 regarding the Diversity Champion Award.

The President's Diversity Champion Award (PDCA) was established in 2002 to help recognize employees who are committed to Diversity and Inclusion. The PDCA is presented at the annual GO Awards Event, which celebrates the ways in which all employees bring a unique set of characteristics to the company, and how we can create an inclusive environment in which all can benefit.

The PDCA award details for 2013 are attached. The Company announces the award details for each year prior to the start of the nomination campaign.

Pursuant to Section 2.1 of the Physical and Clerical Agreement, the Company proposes to extend participation in the PDCA to physical and clerical bargaining unit employees.

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

If you agree, 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: \_\_\_\_\_ s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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



March 21, 2014

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager

## What is the President’s Diversity Champion Award (PDCA)?

The President’s Diversity Champion Award (PDCA) was established in 2002 to help recognize employees who are committed to Diversity and Inclusion. The PDCA is presented at the annual GO Awards Event, which celebrates the ways in which all employees bring a unique set of characteristics to the company, and how we can create an inclusive environment in which all can benefit. Three award recipients will each receive \$5,000 for their nonprofit of choice, to recognize their efforts. In addition, three semi-finalists mentions will also each receive \$1,000 to the nonprofit of their choice.

## How do we define Diversity and Inclusion at PG&E?

**Diversity** is characterized by all the ways in which we are different. It is present in our job functions, work styles, experiences, and ideas. Diversity cultivates new perspectives and innovation, which enable us to exceed the expectations of our customers, employees, and shareholders.

**Inclusion** at PG&E is the process of leveraging the power of our employees’ individual uniqueness to achieve our business strategies and goals, be better corporate citizens, and be the best in the industry.

## How is Diversity and Inclusion Incorporated into our Values?

**Diversity and Inclusion** is a core competency for all employees. Below are the key behavioral indicators that describe how this competency can be successfully demonstrated by employees and leaders.

2012 Competencies	
These competencies apply to all employees. The left-hand column lists behaviors expected of all employees. Leaders should also demonstrate additional behaviors listed in the right-hand column.	
All Employees	All Leaders
<b>Furtheres Diversity and Inclusion</b>	
<ul style="list-style-type: none"> <li>• Welcomes and acknowledges diversity of thought, experiences and backgrounds</li> <li>• Builds strong working relationships and reaches across groups to leverage others' skills and experiences</li> <li>• Shares own perspectives and seeks those of others</li> </ul>	<ul style="list-style-type: none"> <li>• Promotes diverse perspectives among employees and work groups</li> <li>• Involves employees at all levels in identifying and solving issues</li> <li>• Acts to support PG&amp;E's diversity initiatives</li> </ul>

## President’s Diversity Champion Award (PDCA) Nomination Form Questions

Responses to the questions below will be used to help determine the recipients of the 2013 President’s Diversity Champion Award. While reviewing the nominations, the awards committee will be looking for individuals who are truly champions of change, leaders of inclusiveness, and positive role models for behaviors that demonstrate PG&E values of teamwork, respect, and celebrating diversity.

As you complete the attached nomination form, please keep in mind that any demographic or personal information provided will be removed prior to the evaluation process, to maintain an objective evaluation process.



**Helpful Tip:** Let the nominee(s) know you are nominating them in order to ask them questions and add more content to your nomination form.

## Behaviors and Actions that Exhibit PG&E Values and Champion Diversity and Inclusion

1. How does the nominee drive change and champion diversity and inclusion?

Example: *Describe how* the nominee encourages open and honest discussion, advocates for inclusion, at work and in his/her community, has a bias for action and does the right thing even those that are unconventional, unpopular or unfamiliar.

2. How does the nominee encourage mutual respect for individuals with different experiences and backgrounds by recognizing/utilizing diverse points of view?

Example: *Describe how* the nominee encourages mutual respect by listening to all ideas even when they are different from their own or from the group's without fear of ridicule or retribution and examines how to put them to good use.

3. How does the nominee promote and respect diverse perspectives while working in a team environment by reaching outside the immediate work group?

Example: *Describe how* the nominee consistently supports an open and honest environment where others outside the team can express opinions. The nominee is open to include partners who can collaborate with the team and leverage each other's strengths to achieve results.

4. How has the nominee positively influenced inclusive behaviors in developing others?

Example: *Describe how* the nominee provides development opportunities and offers coaching and feedback in a thoughtful manner, either as a formal or informal mentor, provides team-lead, rotational and leadership development opportunities, i.e. presentations, conferences, classes, etc.

5. How does the nominee use **diversity and inclusion** to drive change?

Example: *Describe how* the nominee looks for new ways to do things, while providing his/her team with the necessary support structure to undertake and sustain change.

6. Describe how has the nominee driven change and had an impact on the *company*, the *community*, or *customers* by modeling inclusive behavior?

*Example:*

The nominee impacts the *company* by participating in the mentoring program, and by providing leadership development workshop opportunities for other team members.

The nominee impacts the *community* through involvement in community based organizations and Employee Resource Group leadership.

The nominee impacts *customers* by offering innovative solutions and using feedback to enhance products and services.

**Nominee and Nominator Information**

Your Name:

Your Department:

Your Company Email Address:

Name of Employee Being Nominated:

Nominee's Company Email Address:

Nominee's Supervisor:

Supervisor's Email Address:

**Behaviors and Actions that Exhibit PG&E Values and Champion Diversity and Inclusion**

1. How does the nominee drive change and champion diversity and inclusion?

--

2. How does the nominee encourage mutual respect and recognize diverse points of view?

--

3. How does the nominee promote and respect diverse perspectives while working in a team environment?

--

4. How has the nominee positively influenced inclusive behaviors in developing others?

--

5. How does the nominee use **diversity and inclusion** to drive change?

6. How has the nominee driven change for the company, community or customer (or all three) by modeling <b>inclusive behavior</b> ?

*Please provide complete information (i.e. results/data, numbers, quotes, or any other additional information) that can add value to the evaluation process.*

Email all nomination forms to: [diversityaward@pge.com](mailto:diversityaward@pge.com) or mail to contacts below

**By Deadline: Friday, June 21, 2013**

If you are chosen as a finalist or an award winner, please let us know your first and second choice of a 501c3 (non-profit) organization, for consideration. If you are selected, you will be notified if your choice(s) have been approved by Community Relations.

1<sup>st</sup> choice: \_\_\_\_\_

2<sup>nd</sup> choice: \_\_\_\_\_

**Questions or need support? Please contact:**

Sylvie M Devin- [SMD3@pge.com](mailto:SMD3@pge.com) (415) 973-6879

PG&E 77 Beale, Room 2503C MC: B25L San Francisco, CA 94105

**Thank you for participating in Diversity and Inclusion!**

# **SAFETY**

1. [Letter Agreement No. 08-23](#) (Flame Retardant Clothing)
2. [Letter Agreement No. 10-42](#) (Close Call Reporting Program – Electric Transmission/Substation & Construction)
3. [Letter Agreement No. R1-11-32](#) (Close Call/Near Hit Program – Electric M&C Department)
4. [Letter Agreement No. 13-05](#) (Safety Principles and Use of Behavior Based Approach)
5. [Letter Agreement No. 13-55](#) (Fire retardant Provisions)
6. [Letter Agreement No. 14-04](#) (Near Hit Sharing and Reporting Program)
7. [Letter Agreement No. 14-33](#) (Fire Retardant Clothing Update for 2014 – 2015)



# LETTER AGREEMENT NO. 08-23-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
MAIL CODE N2Z  
P. O. BOX 770000  
SAN FRANCISCO, CA 94177  
(415) 973-4310  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL  
BUSINESS MANAGER

August 22, 2008

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

Company and Union have met on a number of occasions to address the issue of arc flash hazard and flame retardant clothing and the proposed changes to the Federal OSHA regulation. The Company, in an effort to provide a safe work environment and to be compliant with the pending regulation, proposes the following procedures for employees exposed to an arc flash hazard.

**Allowance:**

This procedure will be in place for a three-year period at which time the parties will reassess the program. After the first year, the parties will review the program and recommended changes from the Working Committee for years two and three. During this three-year term, the parties' Working Committee will make recommendations, which may be implemented. Supervisors will have the discretion to provide additional clothing, based on working conditions, to employees that do not count toward the employee's allowance. Employees wishing to purchase more than their allowance will be responsible for the difference. Only approved Tyndale FR clothing may be purchased for use at work.

**Year One:**

Full-time User:  
\$750 allowance plus one pair of coveralls from the approved Company's vendor for FR clothing.

Part -time Users:  
\$400 allowance from the approved Company's vendor for FR clothing.

Infrequent Users:  
1 garment = coverall

Unused allowances do not roll from year to year.

**Year Two and Year Three:**

The allowances for years two and three will be determined after a recommendation from the Working Committee and agreement between the Company and Union.

**Replacement and Repair:**

Clothing damaged on the job will be replaced or repaired and will not be charged to the employee's allowance.

**Laundering:**

All garments are to be laundered by the employee.

**Garment Choices:**

Color and styles:

Shirts: light blue, navy blue, and orange (Henley and crew neck only)

Shirt styles: Long sleeve button down, long sleeve polo, long sleeve crew, long sleeve Henley.

Pant selections: Navy, Khaki cargo pants, denim jeans, duck brown rule pocket pants.

Gas Service employees and Metering Technicians selections:

- Pants – Khaki Cargo Pants or Blue Jeans
- Shirt – Color: light or dark blue; Style: long sleeve polo or long sleeve button down.
- Employee's name will be stitched onto the shirts.

**Logo:**

Each garment will have the PG&E logo except for the pants.

**New Employees and Hiring Hall:**

New employees and hiring hall employees will be provided with appropriate clothing. Hiring Hall employees who have been provided a clothing allowance within the current year will not be reissued a clothing allowance until 12 months have elapsed since they were provided an allowance. Coveralls should be available to those employees until their clothing is delivered.

**Working Committee:**

A Company/Union Working Committee will be established to review the program, verify covered employees and to recommend changes to the Director of Labor Relations and the Union's Business Manager. The Committee will be four members from the Company and four members from the Union.

**Roll Out:**

Fittings began in July 2008.

Tyndale is the approved Company vendor.

Training July 2008 to November 1, 2008.



**Wearing Requirement:**

Part-time and infrequent users will be expected to wear the clothing any time they have the potential to be exposed to an arc flash hazard.

Full-time users are expected to be in FR clothing while at work.

FR clothing is required when the employee is exposed to an arc flash hazard or when accessing a facility where FR is required. Natural fiber will be allowed as an under or inner layer but the outer layer must be FR.

**Regulation:**

This agreement is based on current regulations and will be subject to being re-negotiated due to revisions to 1910.269 Federal Regulation and Cal OSHA Title 8 State regulation, if the standard or the interpretation of the standard designates FR clothing in this regulation as personal protective equipment (PPE).

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: s/Stephen A. Rayburn  
Stephen A. Rayburn

Director and Chief Negotiator

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

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

October 15, 2008

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager



# LETTER AGREEMENT NO. 10-42-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P. O. BOX 770000  
SAN FRANCISCO, CA 94177  
(415) 973-4310  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL  
BUSINESS MANAGER

October 26, 2010

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

On September 15, 2010, a Joint Company-Union Committee met to discuss piloting a Close Call Reporting Program in the Electric Transmission/Substation Maintenance & Construction (TSM&C) Department. IBEW Local 1245 representatives were Ralph Armstrong, Russ Blacker, Jim Brager, Bob Dean, Mike Haentjens, and Steve Smith. Company representatives were Raj Beasla, Ed Bonnet, Kris Buchholz, Greg DeMars, Steve Dumont, Boris Gankin, and Steve Rayburn. Additional committee members that were not present are Tom Dalzell, Ron Van Hoosear and Sarah Speakman.

The Committee agreed to the following.

1. In an effort to improve employee safety, a Close Call Reporting Program will be piloted in the Electric Transmission/Substation M&C Department for 12 months following the execution of this letter agreement.
2. The objective of the Close Call Reporting Program is to create an environment where the reporting of human and organizational performance events is encouraged to help prevent other employees from making the same error and to avoid future injuries. The intent is to treat a human error as a learning opportunity. The Close Call Reporting Program is based on similar programs that have been successfully implemented by the Federal Aviation Administration (FAA), nuclear facilities, and the military services.
3. The Company will **not** take positive discipline action on human errors reported through the Close Call Program if there are no injuries, equipment damage, customer impact or violation of PG&E values.
4. The reporting of a close call may be done in one of three ways:
  - Anonymous Report - through the "Close Call" Hotline at 8-579-2253 or 415-330-2253.
  - Self-Report – made to the employee's supervisor.
  - Union Report – through the IBEW website hotline.

In all cases, the report should include what happened, how it happened, and what should be done to prevent recurrence.

- 5. The Company and Union recognize that trust between employees and management is essential for a successful Close Call Reporting Program. Therefore, the Company and Union will discuss any human errors where there is a question whether there were resulting injuries, equipment damage, customer impact, or a violation of PG&E values before disciplinary action is taken.
- 6. Within 30 days of execution of this letter agreement, a subcommittee of Greg DeMars and Mike Haentjens will implement an employee communications plan for this letter agreement. The communications plan will include an employee communications package and schedule of joint Company-Union presentations at all headquarters so that there is a consistent message given to all TSM&C employees.
- 7. The full committee outlined in paragraph one will meet within 60 days of implementation and quarterly thereafter to monitor program implementation. The committee will make a recommendation on whether to regularly establish the Close Call Reporting Program or expand the pilot no later than 11 months after execution of the letter agreement.

Upon 30 days written notice, either party may cancel this agreement.

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: s/Stephen A. Rayburn  
Stephen A. Rayburn

Director and Chief Negotiator

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

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

November 3, 2010

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager



# LETTER AGREEMENT NO. R1-11-32-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P. O. BOX 770000  
SAN FRANCISCO, CA 94177  
(415) 973-4310  
STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL,  
BUSINESS MANAGER

August 11, 2011

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

On May 13, a Joint Company-Union Committee met to discuss a Close Call/Near Hit reporting program in the Electric M&C Department. The IBEW Local 1245 representative was Dean Gurke, and Company representatives were John Parks, Les Hudson, Jason Regan and Todd Nordman.

The Committee agreed to the following:

1. In an effort to improve employee safety, a Close Call/Near Hit reporting program will be implemented in the Electric M&C Department following the execution of this letter agreement.
2. The objective of the Close Call/Near Hit reporting program is to create an environment where the reporting of human and organizational performance events is encouraged to help prevent other employees from making the same error and to avoid future injuries. The intent is to treat a human error as a learning opportunity. The Close Call/Near Hit reporting program is based on similar programs that have been successfully implemented by the Federal Aviation Administration (FAA), nuclear facilities, and the military services.
3. The Company will **not** take positive discipline action on human errors reported within 48 hours of occurrence and defined as a Close Call/Near Hit if there are no injuries, equipment damage, or system impact, or violation of PG&E values.

The reporting of a Close Call/Near Hit may be done in one of two ways:

- Self-Report – made to the employee's Supervisor.
- Union Report – through the IBEW Safety Steward.

In all cases, the report should include what happened, how it happened, and what should be done to prevent recurrence. The First Line Supervisor of the employee reporting the Close Call/Near Hit will enter the event in the [Event Reporting Engine](#) for archiving, trending and learning purposes.

In order to ensure a safe work environment and minimize near-hits and accidents, each EM&C employee shall:

1. Exemplify professionalism in conduct and performance.

2. Hold themselves and their fellow crew members to the highest standard of safe performance by learning, teaching and following work procedures.
3. Demonstrate leadership by advocating safety policies through knowledge, practice and attitude.

**Communication:**

Within 30 days of execution of this letter agreement, a subcommittee of Les Hudson, Jason Regan, Alan Walker, Mark Frauenheim and Brian Trumbull will implement an employee communications plan for this letter agreement. The communications plan will include an employee communications package and schedule of joint Company-Union presentations at all headquarters so that there is a consistent message given to all EM&C employees.

The full subcommittee outlined above one will meet within 60 days of implementation and quarterly thereafter to monitor program implementation.

**Definitions**

- **Human Failure/Work Procedure Error (HF/WPE) Close Call/Near Hit:** An action or inaction by an individual directly performing a task on the electric system that causes an unexpected avoidable result, but not a result that immediately impacts the system or places it at risk. Such actions or inactions include, but are not limited to, a lack of adherence to received training or to an existing policy, standard, guideline, bulletin, or work procedure. Depending on the circumstances, they may be classified as either errors or violations.
- **Human Failure/Work Procedure Error (HF/WPE):** An action or inaction by an individual directly performing a task on the electric system that causes an unexpected avoidable result, either impacting the system or placing it at risk. Such actions or inactions include, but are not limited to, a lack of adherence to received training or to an existing policy, standard, guideline, bulletin, or work procedure. Depending on the circumstances, they may be classified as either errors or violations.
- **Lessons Learned:** Improvement opportunities, best practices, and at risk behaviors identified during an event investigation and which are communicated to appropriate work groups to help prevent recurrence.
- **Personal injury:** Any injury sustained to oneself or another resulting from individual or crew actions.
- **Property damage:** Any physical damage occurring to Company assets or public property in the course of individual or crew actions.
- **Self Reported:** A report, verbal or written, by an EM&C employee to a Supervisor, Safety Representative, Manager or anonymously.
- **Violation:** An act on or inaction by an individual that demonstrates willful disregard for received training or for an existing policy, standard, guideline, bulletin, or procedure.

Upon 30 days written notice, either party may cancel this agreement.

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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

September 12, 2011

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager



# LETTER AGREEMENT NO. 13-05-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES  
DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL  
BUSINESS MANAGER

January 28, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

In support of making safety the most fundamental and critical element of how we conduct our business, the Company has developed new safety principles. These principles emphasize building a trust based culture, encouraging open and honest communication, understanding underlying causes in order to prevent recurrence, treating safety incidents as learning opportunities, increasing recognition and rewarding of safe behavior, and adopting a behavior-based approach to discipline which decreases the emphasis on discipline.

Under these new principles, discipline for safety-related incidents will only be considered when an employee acts in a reckless manner, demonstrates a pattern of carelessness or non-compliance, puts themselves, their co-workers or the public at risk by intentionally violating a Key to Life, or violates the Code of Conduct.

The parties met recently to discuss the new safety principles, and in particular, the limited role of discipline and the use of a behavior based approach. In the implementation of this new approach, the parties agree to the following as it relates to safety-related incidents.

Non-disciplinary safety discussions are the preferred approach to learn from an incident and develop positive approaches for eliminating similar incidents. These one-on-one discussions are opportunities for open and honest discussion of safety incidents with a focus on understanding and learning. Safety discussions are not considered as discipline or coaching and counselings under the Positive Discipline Agreement.

The parties agree that discipline for safety-related incidents will only be considered when an employee acts in a reckless manner, demonstrates a pattern of carelessness or non-compliance, puts themselves, their co-workers or the public at risk by intentionally violating a Key to Life, or violates the Code of Conduct.

Although there will be significantly less disciplinary action issued with this approach, the Union recognizes the Company's right to issue discipline and discharge for safety related incidents on the basis set forth above. The Union reserves the right to grieve any discipline or demotion.

The parties agree to review open grievances involving safety related discipline issued to current employees prior to the implementation of the safety principles. Where it is determined that the discipline is inconsistent with the new safety principles, the discipline will be adjusted and the grievance will be closed on a non-precedential basis without prejudice.

During the 2011-2012 General Negotiations, the parties agreed to explore modification of the application of Positive Discipline to safety incidents. The new approach implemented by the Company, along with the understandings reached in this letter agreement fulfills the parties' intent to reduce the use of discipline while holding accountable employees with poor safety records. With this modified approach, the parties also agree to cancel Letter Agreement 10-36.

Either party may cancel this 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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

February 14, 2013

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager



# LETTER AGREEMENT NO. 13-55-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL  
BUSINESS MANAGER

July 15, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

In accordance with the provisions of Letter Agreement 08-23, Fire Retardant clothing, the Company proposes the following provisions at the recommendation of the Working Committee:

- o Allowance for 2013 is \$500 for full-time users and \$250 for part-time users.
- o Employees will not be able to roll over any allotment
- o The intent of this agreement is to ensure employees are provided with funds to purchase all required FR Clothing. To that end, the IBEW and Company agree to set up a two-person committee (currently Ralph Armstrong and Kevin Ellison) to address FR Clothing concerns. If an employee's allotment is such that they do not have enough funds to purchase the FR Clothing, they need to work safely or an employee otherwise has an issue with obtaining adequate FR Clothing, the employee's first line of relief would be to speak to his/her supervisor. If the supervisor is unable to resolve the issue, the employee should e-mail Ralph Armstrong [RMA1@IBEW1245.com](mailto:RMA1@IBEW1245.com) and Kevin Ellison at [PKE3@pge.com](mailto:PKE3@pge.com).
- o The parties also reaffirm the employees ability to replace damaged clothing in accordance with LA 08-23 "Clothing damaged on the job will be replaced or repaired and will not be charged to the employee's allowance"; as well as the supervisor's ability to provide additional clothing "Supervisors will have the discretion to provide additional clothing, based on working conditions, to employees that do not count toward the employee's allowance".

This proposal has been discussed with Assistant Business Manager, Ralph Armstrong.

If you agree, 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: s/Stephan A. Rayburn  
Stephan A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

July 29, 2013

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager





**Pacific Gas and  
Electric Company**

# LETTER AGREEMENT NO. 14-04-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700

TOM DALZELL  
BUSINESS MANAGER

January 7, 2014

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

The Company and Union continue to work together to discuss and develop a Company-wide Near Hit Sharing and Reporting Program within PG&E. Representatives from both the Union and the Company will be involved in the development of the program, including pilots in various work groups across the Company, benchmarking, communications, systems requirements and design. The intent of this letter is to allow individual lines of business to tailor their Near Hit Program to fit their specific needs within the overall corporate guidance relating to the employees' comfort in reporting the incident. This letter applies to all IBEW Local 1245 represented employees.

The following are the overriding elements of the Near Hit Sharing and Reporting Program and pilots:

- The objective of the Near Hit Program is to create an environment where employees can share and report their experiences, as well as human and organizational performance events without the fear of reprisal. Employees are encouraged to help prevent incidents and injuries by sharing common experiences and human errors in an effort to educate others and avoid future hazards and errors through education. The intent is to treat a near hit or human error as an opportunity to help employees learn through the experiences of others. The Near Hit reporting program is based on similar programs that have been successfully implemented in many utilities and other industries such as the Federal Aviation Administration (FAA), nuclear facilities and the military services.
- For the purpose of this agreement a Near Hit is defined as an unplanned event that did not result in harm or injury to employees, contractors or the public but had the potential to do so. This includes both events the Company was aware of and unaware of.
- The Company will **not** take positive discipline action on experiences shared or human errors reported that are defined as a Near Hit if there is no equipment, property or personal damage or injury, no system impact as defined within each pilot or no violations of Safety Principles, Keys to Life or PG&E's Code of Conduct. All actual injuries and incidents as defined within each pilot resulting from other self-reporting processes will not be considered a Near Hit in accordance with this agreement.
- In an effort to improve employee and public safety, Near Hit Programs may be implemented in all lines of business with some variation in process to allow for the administration of a specific department's self-reporting program. All lines of business will have options for sharing and reporting near hits such as verbal sharing, use of the near hit paper form, an established 1-800 number, use of the Company's centralized

reporting system and email. Employees may also inform management of the incident with follow-up regarding lessons learned and actions taken for prevention and educational purposes. Reporting can be confidential or anonymous if the employee chooses with information gathered to be used for analysis, corrective actions and sharing through communications tools such as a Near Hit Library accessible to all employees for purposes of education and prevention. Any information posted publicly will not identify the names of the employees involved in the Near Hit.

- The Company will partner with the Union regarding any bargaining unit employee participation in the Near Hit program. The Company and Union will collaborate on employees serving on Near Hit Committees with the Union having the final right of selection. This includes the formation of pilots established within the various lines of business. In the event a subcommittee is established, it shall include as part of the implementation an employee communication plan to ensure both effective processes as well as thorough employee knowledge of the program. A memorandum of understanding will be prepared for each pilot.

The reporting of a Near Hit may be done in one of three ways:

- Self-Report – made to the employee’s Supervisor or shared with the work group.
- Union Report – through the IBEW Shop Steward, Business Representative or Business Manager.
- Anonymously – though the Near Hit use of a paper Near Hit form or the Company’s central reporting system or the Ethics and Compliance Hotline.

In all cases, the report should include what happened, how it happened, any corrective action taken and what should be done to prevent recurrence. In order to ensure a safe work environment and minimize near-hits and incidents, each employee shall:

- Exemplify professionalism in conduct and performance.
- Be accountable for adhering to the Keys to Life and Safety Principles and PG&E’s Code of Conduct.
- Hold him/herself and co-workers to the highest standard of performance by learning, teaching and following safe work procedures.
- Demonstrate leadership by advocating safety policies through knowledge, practice and attitude.

Upon 30 days written notice, either party may cancel this agreement.

If you agree, 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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

January 13, 2014

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager



**Pacific Gas and  
Electric Company**

# LETTER AGREEMENT NO. 14-33-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700  
TOM DALZELL  
BUSINESS MANAGER

June 17, 2014

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

In accordance with the provisions of Letter Agreement 08-23, Fire Retardant clothing, the Company proposes the following provisions at the recommendation of the Working Committee for 2014 and 2015:

- Allowance for 2014 and 2015 will be \$500 for full-time users and \$250 for part-time users.
- Employees will not be able to roll over any allotment from previous years.
- The intent of this agreement is to ensure employees are provided with funds to purchase all required FR Clothing. To that end, the IBEW and Company agree to set up a two-person committee (currently, Ralph Armstrong and Jim McAdams) to address FR Clothing concerns. If an employee's allotment is such that they do not have enough funds to purchase the FR Clothing that they need to work safely or an employee otherwise has an issue with obtaining adequate FR Clothing, the employee would need to speak to his/her supervisor. If the supervisor is unable to resolve the issue, the employee should e-mail Ralph Armstrong [RMA1@IBEW1245.com](mailto:RMA1@IBEW1245.com) and Jim McAdams [J4M2@pge.com](mailto:J4M2@pge.com).
- The parties also reaffirm the employees ability to replace damaged clothing in accordance with LA 08-23 "Clothing damaged on the job will be replaced or repaired and will not be charged to the employee's allowance"; as well as the supervisor's ability to provide additional clothing "Supervisors will have the discretion to provide additional clothing, based on working conditions, to employees that do not count toward the employee's allowance".
- To relieve some of the stress on the manufacturer, the parties agree to provide the clothing allotments in two separate allotment cycles for 2014.

- Electric Operations employees will receive the 2014 allotments on August 15<sup>th</sup>.
  - All other lines of business employees will receive the 2014 allotments on September 15<sup>th</sup>.
- The Working Committee will review other allotment options for 2015 to address the issue around the timing of orders.
  - The parties agree that during the next general negotiations and Physical Agreement update, the Fire Retardant clothing provisions will be added to the Physical Agreement under Title 105.

This proposal has been discussed with Assistant Business Manager, Ralph Armstrong.

If you agree, 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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

June 24, 2014

By: s/Ralph Armstrong for Tom Dalzell  
Tom Dalzell  
Business Manager

## **SICK LEAVE**

1. [Letter Agreement No. 85-47](#) (Salary Adjustment Worksheet for Sections 112.10(c)(3) and 7.10(b)(3))
2. [Letter Agreement No. R1-87-188](#) (Sick Leave Extending Into New Calendar Year)
3. [Letter Agreement No. 05-53](#) (Letter Agreement to Return LTD Employees to Work)
4. [Letter Agreement No. R2-07-02](#) (Waive S.F. Sick Leave Ordinance)

# LETTER AGREEMENT

## NO. 85-47

### Salary Adjustment Worksheet Subsections 112.10(c)(3)/7.10(b)(3)

Name: \_\_\_\_\_

Date of Injury: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Years of Service of Time of Injury\* \*\* \_\_\_\_\_

*\*If the years of service are less than 10, employee is to receive the rate of pay of the classification to which assigned.*

*\*\*If years of service are 10 or more, complete the following:*

Classification at Time of Injury: \_\_\_\_\_ Current Rate \$ \_\_\_\_\_

Proposed Classification: \_\_\_\_\_ Current Rate \$ \_\_\_\_\_

Rate Difference \$ \_\_\_\_\_

Years of Service at the Date of Reinstatement \_\_\_\_\_ x .04 = \_\_\_\_\_ % Factor  
(Not to exceed 100%)

% Factor \_\_\_\_\_ x Rate Difference \_\_\_\_\_ = \$ \_\_\_\_\_  
(Adjustment)

Adjustment \$ \_\_\_\_\_

Plus Proposed Wage Rate \$ \_\_\_\_\_

Adjusted Wage Rate \$ \_\_\_\_\_ (rounded to next higher \$.05)

# LETTER AGREEMENT NO. R1-87-188-PGE

December 17, 1987

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

Attention: Mr. Jack McNally, Business Manager

Dear Mr. McNally:

This letter cancels and supercedes Letter Agreement 86-131-PGE. Company proposes an employee must first perform services during a calendar year before current or additional sick leave will be allowed; except that

1. An employee who is using current or accumulated sick leave on the last workday of any calendar year, and whose absence by reason of sickness continues and extends into the next following year, shall, after exhausting his accumulated sick leave, be allowed additional sick leave in accordance with the formula in the Sections cited above if he qualifies therefore in such following calendar year.
2. An employee who is using additional sick leave on the last workday of any calendar year, and whose absence by reason of sickness continues and extends into the next following year, shall be allowed further additional sick leave, in accordance with the formula in the Sections cited above if he qualifies therefore in such following calendar year. Such additional sick leave shall be allowed effective the first workday of such following calendar year that an employee is absent by reason of sickness.

Further, Company proposes clarification of Standard Practice 725-1 - Leaves of Absence. This clarification would eliminate the practice of paying employees for sick days credited on their return to work if their medical leave starts in one calendar year and ends in a subsequent calendar year.

Ordinarily, when a Standard Practice relates to working conditions, only non-bargaining unit employees are affected. However, since the Labor Agreement is silent in addressing this specific sick pay issue, it is necessary to interpret the sick leave Titles of the Clerical and Physical Labor Agreements with a clarification of Standard Practice 725-1. Any subsequent changes to this interpretation will be subject to negotiation.

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.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By: s/Richard B. Bradford  
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

December 31, 1987

By: s/Jack McNally  
Business Manager



# LETTER AGREEMENT NO. 05-53-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

STEPHEN A. RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN  
BUSINESS MANAGER

October 18, 2005

Mr. Perry Zimmerman, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Zimmerman:

To effectively administer the changes to the Long-Term Disability (LTD) Plan for returning LTD employees to work as agreed to in the 2003 General Negotiations, the Company created a Return to Work (RTW) Department within Human Resources.

Sections 112.15 (Physical) and 7.15 (Clerical) of the Labor Agreements state, "By written agreement between the Company and the Union and on an individual basis, an employee who qualified for and received benefits under the LTD Plan of the Benefit Agreement between the Company and the Union may be returned to active service." Currently, the local Human Resources (HR) Advisor and the IBEW Union Business Representative have authority to sign this type of letter of agreement pursuant to Letter Agreement R2-88-21-PGE.

To maximize the efficiency of the RTW Department in working with LTD employees, the Company proposes that the authority to execute local letters of agreement to return employees on LTD to work (Sections 112.15/7.15), be transferred to the Return to Work (RTW) Department and the IBEW Co-Chair of the LTD RTW Ad Hoc Committee who is appointed by the IBEW Business Manager.

Either party may cancel this agreement by providing 30 days written notice at which time the provisions of Letter Agreement R2-88-21 would be active.

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: S/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

February 1, \_\_\_\_\_, 2006

By: S/Perry Zimmerman  
Perry Zimmerman  
Business Manager





## **TESTING**

1. [Letter Agreement No. 05-04](#) (Testing Provisions – Return-to-Work, Demotion/Layoff Situations)
2. [Letter Agreement No. 06-03](#) (Number of Attempts Allowed on Entry-Aptitude Tests)
3. [Letter Agreement No. 10-13](#) (Industrial Skills Test [IST] Replaces ACT)
4. [Letter Agreement No. 13-89](#) (WOI, IST, CTB, PTB Administered on Company Computer During Regular Work Hours)



# LETTER AGREEMENT NO. 05-04-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

---

STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,  
BUSINESS MANAGER

---

February 10, 2005

Mr. Perry Zimmerman, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Zimmerman:

Letter Agreement 90-08-PGE currently affords an employee who receives official demotion or layoff notice a shortened waiting period to retake an employment test, as long as the employee has not exhausted the number of allowable attempt(s) for the test. Company proposes this Letter Agreement to afford similar retest treatment to an employee who is on official notice of a return-to-work event (e.g., the LTD return-to-work provisions in Sections 2.24 and 2.19 of the LTD Plan or an internal job search). To promote consistency among employees subject to this Letter Agreement, as well as those subject to Letter Agreement 90-08-PGE, the following shall apply to all future retest situations.

1. To allow an employee an available retest attempt before the expiration of demotion/layoff snap shot date, return-to-work, or internal job search period, the Company shall shorten any established retest period that is longer than one month to one month.
2. For demotion/layoff situations only, if shortening the retest period to one month does not allow an employee sufficient time to exercise his or her displacement rights, the Company shall further shorten the one-month retest period to afford the employee one retest attempt before the snap shot date. The duration of the shortened period shall depend on the type of test at issue and the specific circumstances of the employee subject to the request.

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:           s/Stephen A. Rayburn            
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

\_\_\_\_ April 20, \_\_\_\_\_, 2005

By: \_\_\_\_\_  
s/Perry Zimmerman  
Perry Zimmerman  
Business Manager



# LETTER AGREEMENT NO. 06-03-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,  
BUSINESS MANAGER

January 17, 2006

Mr. Perry Zimmerman, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
O. Box 2547  
Vacaville, CA 95696

Dear Mr. Zimmerman:

Company proposes to change the retesting provisions currently outlined in Exhibit A of the Clerical Agreement and Letter Agreement 90-8 by removing the existing limit on the number of attempts an employee may have on an entry-level aptitude test. For aptitude tests other than the POSS and Arithmetic Computation Test (ACT), the following waiting periods between retests will be required:

- Three months between the first and second attempts.
- Six months between the second and third attempts.
- Twelve months between the third and fourth attempts.
- Twelve months for all attempts subsequent to the fourth attempt.

This change will be effective January 3, 2006.

Letter Agreement 90-8 provides a one-year waiting period between attempts for the POSS test which will remain in effect. The retesting guidelines of Letter Agreements 86-107, R1-05-24 and the Division and GC Master Apprenticeship Agreements continue to apply for the ACT.

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: s/Stephen A. Rayburn  
Stephen A. Rayburn

Director and Chief Negotiator

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

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

January 27, 2006

By: s/Perry Zimmerman  
Perry Zimmerman  
Business Manager



# LETTER AGREEMENT NO. 10-13-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P. O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310  
STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL,  
BUSINESS MANAGER

March 18, 2010

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

The Company proposes to replace the Arithmetic Computation Test (ACT) with the Industrial Skills Test (IST) for all positions that required the ACT. This updated testing requirement is based on continuing research for appropriateness and was validated through an analysis of current incumbents performing in classifications that will require the IST going forward. The IST was introduced through the Joint Apprenticeship Training Committee which has agreed to support this proposal. This agreement will supersede and replace all ACT references with the IST. The following transition rules will apply:

- 1) The Arithmetic Computation Test (ACT) will no longer be administered to current regular status employees effective June 1, 2010.
- 2) Qualified scores on the ACT will be accepted as meeting the new testing requirements for current employees in lieu of the Industrial Skills Test (IST) until December 31, 2010.
- 3) Probationary status apprentices hired before May 1, 2010, that have not qualified on the ACT, will be covered by and must meet the requirements outlined in the test provisions in effect at the time of hire.
- 4) Apprentices terminated from their employment due to failure to qualify on the ACT may be eligible for rehire.
- 5) Current employees, who are applying/bidding for a classification which they have never held, and who have not previously qualified on the ACT as outlined in Item 2 above (prior ACT results valid until December 31, 2010) will be required to meet the new IST testing standard effective June 1, 2010.
- 6) Current employees who have previously held the same classification are assumed to have met the testing standard for the position at that time and do not have to meet the IST requirement. However, they may be required to meet any additional or new testing standards that may have been set in place since they have previously held the classification.

- 7) Retesting - The number of attempts is unlimited for employees and interested parties (including hiring hall) with the following provisions:
  - a. Second attempt must be no earlier than 3 months after first attempt.
  - b. Third attempt must be no earlier than 6 months after second attempt.
  - c. Any further attempts continue at 12 month intervals.
  - d. No waiving of test is permitted.
  - e. Waiving of the waiting period is only possible under compelling business needs and is authorized by the Joint Apprenticeship and Training Committee and Human Resources Testing Department.

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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

April 1, 2010

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager



# LETTER AGREEMENT NO. 13-89-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL  
BUSINESS MANAGER

December 5, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Letter Agreement No. 13-89 (WOI, IST, CTB, PTB Administered on Computer During Regular Work Hours)  
Dear Mr. Dalzell:

This letter provides IBEW notice that effective December 8, 2013, Company will administer the Work Orientation Inventory (WOI), Industrial Skills Test (IST), Clerical Test Battery (CTB) and Physical Test Battery (PTB) through internet-based testing.

Company proposes the following with regard to compensable time when taking any of the four internet based tests:

The Work Orientation Inventory (WOI), Industrial Skills Test (IST), Clerical Test Battery (CTB) and Physical Test Battery (PTB), must be taken during regular work hours on a company computer as scheduled by the supervisor. However, if an employee has an extenuating circumstance demonstrating a need to schedule one of these four tests outside of work hours at a non-work location on a non-work computer, Company may approve such requests on a case-by-case basis. Test taking time is only compensable if such tests are taken during work hours at a designated work location.

Either party may cancel this agreement by giving sixty (60) calendar days written notice.

If you agree, 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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

December 20, 2013

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager



# VACATION

1. [Letter Agreement No. 13-13](#) (Paid Religious Observance Time Off)



# LETTER AGREEMENT NO. 13-13-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL  
BUSINESS MANAGER

February 28, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

This proposal cancels and supersedes Letter of Agreement 13-10. Company proposes to modify the vacation scheduling provisions in Section 8.13 of the Clerical Agreement and Section 111.13 of the Physical Agreement with the following provisions related to and in conjunction with the long standing practice of providing paid religious observance time off:

1. At Company's discretion management may grant employees one occasion of up to four hours of paid time off per calendar year for the purpose of religious observance.
2. Requests for religious observance time off must be made at least five days in advance. Such requests will be approved unless there are overriding operational needs.
3. Hourly paid employees may request vacation pay in increments of one hour or more to supplement the remainder of the day off in connection with religious observance time off.
4. Monthly paid employees may request vacation pay of four hours or more to supplement the remainder of the day off in connection with religious observance time off.
5. Paid time off, including religious observance and vacation pay, may not exceed the employee's regularly scheduled work hours in a workday.
6. Employees may also request Time off with Permission without Pay (T-time) in conjunction with the paid religious observance time off.
7. An employee's requests for vacation pay or T-time are subject to his/her supervisor's approval based on operational needs and vacation scheduling availability.
8. Unanticipated vacation does not apply to religious observance time off (religious observance is planned time off).

This policy cancels and supersedes only the Religious Services policy section discussed in Letter Agreement R1-92-48. Consistent with the language written in R1-92-48, this decision to excuse employees with pay is made each year by the Company.

Mr. Tom Dalzell

- 2 -

February 28, 2013  
L/A 13-13-PGE

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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

March 27, 2013

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager

# VIDEO DISPLAY TERMINALS

1. [Letter Agreement No. 92-24](#) (Guidelines for VDT's: Ergonomics Training equipment and furniture)

Abstract: **Guidelines for VDT's: Ergonomics Training equipment and furniture.**  
File Date: **3/6/92**  
Source: Letter Agreement  
File #: 92-24  
Division  
Agreement: Physical, Clerical  
Title: 105, 20  
Date: March 20,1992  
File #:  
To: VARIOUS  
From: MANAGER - INDUSTRIAL RELATIONS  
Subject: Video Display Terminal Requirements

OFFICERS/MANAGERS:

During the 1990 General Negotiations' settlement, PG&E and IBEW agreed to establish a subcommittee to look at issues surrounding video display terminals (VDT'S). One of the subcommittee's primary objectives was to develop recommendations detailing the minimum requirements needed to protect the health and safety of employees using video display terminals.

The attached Letter of Agreement #92-24-PGE is the result of a year's work by the joint VDT Subcommittee and contains recommendations adopted by PG&E and the IBEW effective March 6, 1992. Please take the time to review these guidelines and communicate them throughout your organization.

To assist in the implementation of the guidelines, a VDT Ergonomics Task Force was established in December, 1990 to review the SF Ordinance. As a result of this review, the Task Force has developed strategies and materials for compliance systemwide as follows:

- 1) Safety, Health and Claims has developed a standard training curriculum. Training materials are available for your use, as well as a Train-the-Trainer workshop. Please contact Jane Wong at 223-0837 for additional information.
- 2) Safety, Health and Claim has also established a **Safety issues Bulletin Board** on the LAN system and will use this medium for all key communications on VDT'S. A Bulletin Board for VDT Ergonomic Accessories has also been activated.
- 3) Questions on furniture should be directed to Building and Land Services.

The VDT Committee strongly recommends that a VDT Coordinator be established for your organization. This individual will act as the central information point on issues relating to VDTs. Please contact Jane Wong at 223-0837 with the name of your coordinator before May 1, 1992.

If you have any questions, please contact Lisa L. Bates on 223-6274.

RONALD L. BAILEY

LLBates(223-6274):bbs

cc: Business Unit HR Managers  
Jane Wong

IR Staff

# LETTER AGREEMENT

## No. 92-24-PGE

February 19, 1992

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

Attention: Mr. Jack McNally, Business Manager

Pursuant to the 1990 General Negotiations' settlement, the Company and Union agreed to establish a subcommittee to examine relevant issues relating to Video Display Terminals and develop recommendations to be adopted by the Company and Union as minimum requirements to protect the health and safety of employees using Video Display Terminals and other electronic video equipment.

The attached recommendations were submitted to the Joint Company/Union and were reviewed and approved.

The effective date of this agreement will be the date of signature.

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: s/David J. Bergman  
Director and Chief Negotiator

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

March 6, 1992

By: s/Jack McNally  
Business Manager

VDT SUBCOMMITTEE  
PROPOSAL

The VDT Subcommittee proposes that the following guidelines be adopted by the Company as minimum requirements to protect the health and safety of employees using Video Display Terminals and other electronic video equipment.

To ensure the health and safety of VDT operators, Company agrees to address the following areas:

- Ergonomically designed equipment, furniture and accessories,
- Proper maintenance of equipment and furniture,
- Proper illumination and reduction of glare,
- Notifying employees of vision care benefits,
- Work Breaks/Alternate Work,
- Education and training programs.

**1. Definition**

"Employees" or "Operator" as used in this agreement means any person who may be expected, because of the employee's duties, to use video display terminal equipment four (4) hours or more, inclusive of breaks, per shift.

**2. Risk Management**

Company shall be responsible for the implementation of the provisions of this agreement and ensure that all departments provide, maintain, and replace terminal equipment and furniture in accordance with Attachment I. Company shall encourage its supervisors to consult with their employees on equipment and furniture selections.

Company shall coordinate the health and safety training for terminal operators, provide information on equipment, and monitor departments to ensure compliance with this agreement.

**3. Training**

All VDT operators and their supervisors shall be provided with an education and training program. Each department shall maintain records identifying those employees who receive such training.

**A. Contents of Training Program**

1. All VDT operators shall be provided oral and written training on the basic concepts of VDT ergonomics, the potential ergonomic health hazards of working at VDTs including symptoms. As part of the training package, each employee will be provided with a VDT Employee Manual which summarizes the course material and provides a self-help guide.
2. The training will include materials on how the employee's work station should be adjusted and how to perform the adjustments. A hands-on demonstration will be included. In addition, the training will include a brief discussion on the availability of vision care and corrective lenses.
3. This training shall fully describe the requirements of all applicable rules and regulations.

**B Frequency of Training**

1. This training should be provided to current operators and supervisors within 6 months of the effective date of this Agreement or sooner if required by law.
2. After training has been provided to current operators and supervisors as specified above (B.1), all new employees, employees newly transferred, or newly assigned into positions as VDT operators or supervisors, should receive this training within 30 days of employment or transfer.
3. Repeat training should be offered as needed, but not less than on an annual basis. In addition, as other topics or new information arise, they will be communicated to all affected employees.

4. Company shall maintain records identifying those operators provided with information and training under this Agreement.
5. Company shall provide Union such records upon request.
6. The program shall also include a means for adequately evaluating its effectiveness. This might be achieved by using employee interviews, testing, and observing work practices to determine if those who received training understand the material and the work practices to be followed.
7. The VDT Subcommittee shall meet on a quarterly basis to evaluate the status of training and other VDT related issues.

#### **4. Alternate Work/Work Breaks**

PG&E shall provide an operator, who may be expected because of the employee's duties to routinely perform **repetitive keyboard motions** four (4) hours or more, inclusive of breaks, per shift, with a minimum of fifteen (15) minute, aggregate alternative work break during or immediately after every two hours of routinely performing repetitive keyboard motions, except where reasonable alternative work cannot be practicably provided.

Alternate work is essentially non-VDT activity and can include, but is not limited to, a regularly scheduled work break, returning phone calls, making copies or any combination of the above.

Other operators (those who are not defined as performing repetitive keyboard motions in these guidelines) are encouraged to take their regularly scheduled breaks.

#### **5. Vision Care**

Operators, as defined in item 1 above, shall be encouraged to have an annual visual examination as provided in the Vision Care Plan, and to obtain corrective lenses if necessary for VDT work.

If investigations or studies performed by NIOSH or some other reputable organization(s), agreed upon by both parties conclude that eyestrain or other visual problems result from operating Video Display Terminals, either party may request to re-open bargaining on additional vision care benefits.

#### **C. Work Station Environment**

1. Light levels should be controlled to minimum glare with individual work station lighting provided for jobs requiring higher levels due to visual demands. Lighting may be controlled by use of shielded luminaries, indirect luminaries, or collimating luminaries.
2. Equipment should be located, or the room arranged, so that bright sources are not in visual field while viewing the screen, or so that the source documents or light colored materials are not seen by the VDT user as reflections on the screen.
3. Light from windows should be controlled by using drapes, blinds, reduced transmission glass, louvers, baffles, or a combination of these controls.



## ATTACHMENT 1

### **VDT RECOMMENDED GUIDELINES:**

"Terminal" or "VDT" means any stationary electronic video screen data presentation machine, commonly referred to as a video (or visual) display terminal (VDT), cathode ray tube (CRT) word processor, personal computer (PC), mini-computer or data entry terminal.

"Work station" means the furniture, equipment and accessories related to use of the VDT which make up the VDT operator's immediate work environment.

#### **A. VDT Equipment**

##### **1. Keyboards**

- a. The design of the keyboard should permit it to be easily repositioned on the work surface (i.e., detachable).
- b. Angle adjustment should be integral to the keyboard.
- c. There should be a matte finish on keys and other keyboard surfaces.
- d. The keys should have a light touch requiring little force to type on them.
- e. Newly purchased keyboards should have a low profile design. (This reduces, but does not entirely eliminate, the need for wrist rests.)

##### **2. Visual Display Unit or Monitor**

- a. There should be a matte finish on the monitor case, knobs and screen.
- b. Display screens should be maintained clean, clear and be without visually perceptible flicker.
- c. The display unit should be adjustable for tilt and swivel, or on a device which allows for these adjustments.
- d. The display unit should have adjustable contrast and brightness controls.

#### **B. Work Station Furniture and Accessories**

##### **1. Chairs**

- a. Chairs should be provided that allow the operator to place feet comfortably on the floor or, if necessary, a foot support surface.
- b. The height of the seat and the angle of the seat back should be adjustable by the operator in a seated position.
- c. The maximum seat depth (forward edge to backward edge of seat pan) should permit contact with the seat back in the lower back area and be designed to avoid pressure on the back of the lower leg (such as a -waterfall- front edge design). (Figure 1)
- d. The seat width should be at least the thigh breadth of the seated person.
- e. A back rest which supports at least the low back region or above with a minimum width of 12 inches in the low back region should be provided. A contoured lumbar (low back) support should be provided on the back rest.
- f. The angle between the seat back and the sit pan shall permit the user to assume a firmly supported working posture with a torso-to-thigh angle of at least 100 degrees but not less than 90 degrees. (Figure 2)

- g. Chairs with seat pans that tilt forward should be designed so as not to constrain the upper body to a position forward of vertical.
- h. Chairs should be stable and capable of swiveling. Where mobility is required, chairs should be fitted with casters. Chairs with casters shall have a five (or more) prong base.
- i. Chairs should be upholstered with absorbent fabric.
- j. Armrests should be provided, upon the request of the operator, and if provided, should be at least the width (between armrests) of the operator.

## **2. Work Surfaces (desks, tables where VDT equipment is positioned)**

- a. The depth should be adequate to allow knees and feet to fit under the work surface.
- b. The width for leg clearance should be larger than the thigh breadth of the operator by at least one inch.
- c. The height of the space for leg clearance should be at least equivalent to the highest point on the thigh or knee, with operator wearing shoes and the lower legs in a normal working position- (Figure 3)
- d. Height adjustable tables are recommended especially for work stations used by more than one operator. If a single keyboard and display support surface is used, the primary determinant for height of the work surface should be the keyboard height. The monitor can be elevated by use of risers or other support surfaces. Alternatively, a keyboard arm attachment may be used to provide a lower keyboard surface.
- e. The placement of the keyboard should allow the operator to adopt a posture such that the angle between the upper arm and the forearm is greater than 70 degrees and less than 135 degrees. Placement of the keyboard should promote a neutral (flat) position of the wrist so as to avoid extension or flexion of the wrist. (Figure 4)
- f. The height of the display support surface should permit the entire viewing area of the display to be located between zero and 60 degrees below the horizontal line of sight. This means that the top of the screen should be about eye level or slightly below. The operator should not have to twist to look at the screen. (Figure 5)
- g. The work surface, keyboard and display support surfaces should be sufficient to accommodate the VDT components and other task-dependent items such as hard copy.

## **3. Accessories**

- a. Wrist or palm rests should be provided to support the hands and forearms or to reduce wrist extension at the keyboard if requested by the operator.
- b. Articulated keyboard arms may be provided to allow adjustment of the height of the keyboard.
- c. Display support stands or risers may be provided to meet the requirements in Paragraph II, Section B.2(f) for height of display.
- d. Foot rests should be provided for operators whose feet do not rest comfortably on the floor with existing furniture.
- e. Document holders should be provided on request by the operator to allow placement of documents in the same viewing angle as specified for display screens in Paragraph II, Section B.2(f).
- f. Anti-glare treatment for the display screen (anti-glare or etched screen, diffusing surface, anti-reflection coating, or face plate filter) should be provided at the request of the operator.

## **CUSTOMER CARE**

1. [Letter Agreement No. 95-118](#) (Systemwide Labor Management Committee)
2. [Letter Agreement No. 97-123](#) (Administrative Procedures for Extending Straight-time Hours for Part-Time Employees in Contact Centers)
3. [Letter Agreement No. R1-97-105](#) (SWAT Team to Supplement Help Desk)
4. [Letter Agreement No. 98-24](#) (Time Off Without Pay)
5. [Letter Agreement 98-47](#) (Modify Section 14.1 Holiday Pay Entitlement)
6. [Letter Agreement No. 04-24](#) (Time Off Without Pay)
7. [Letter Agreement No. 04-26](#) (Internet-Based Overtime Sign-Up and Tracking System)
8. [Letter Agreement No. 05-41](#) (Remote Monitoring/Silent Listening)
9. [Letter Agreement No. 12-03](#) (Incentive, Recognition and Reward Systems)
10. [Letter Agreement No. 13-63](#) (4x10 Schedule for Contact Centers)
11. [Letter Agreement No. 14-24](#) (Internal Bid Book [IBB] to Fill Jobs Within CCO Vacancies)
12. [Letter Agreement No. 14-30](#) (Internal Bid Book [IBB] Process for Stockton Meter to Cash Credit & Billing Operations Dept)
13. [Letter Agreement No. 14-32](#) (CSR New Hire Training Program)

# LETTER AGREEMENT NO. 95-118-PGE

September 11, 1995

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 proposes to modify the provisions of Letter Agreement 94-64, which established a systemwide Labor-Management Meeting for the Company's Call Centers and Credit and Collection Center.

The establishment of a joint Labor-Management Meeting to address common issues has proven useful in addressing consolidation issues. However, the current issues of the Credit Center and the Call Centers are very different and the agenda items of the most recent meetings have focused on Call Center issues. Company, therefore, proposes to continue a systemwide Call Center Labor- Management Committee and that the Credit and Collections Center continue with a local Labor- Management Committee.

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: s/David J. Bergman  
Chief Negotiator

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

October 10, 1995

By: s/Jack McNally  
Business Manager

# LETTER AGREEMENT

## 97-123-PGE

September 23, 1997

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

Dear Mr. McNally:

Company proposes to establish an administrative procedure for extending the straight-time work hours of part-time employees in the Company's Call Centers.

1. Extension of the Workday - Advance Notice Provided

The following sequence will be utilized by the Company when there is a need to extend the work hours of part-time employees and the need to extend employees is known at least one day in advance. Employees will be offered extension of the workday hours by seniority in each category below.

- a. Part-time employees on their scheduled day off (SDO) who can fully meet the Company's needs during their straight time work hours.
- b. Part-time employees who can be extended beyond their scheduled work hours and who can fully meet the Company's needs during their straight time work hours.
- c. Part-time employees who can be extended beyond their scheduled work hours and who can fit the Company's needs for a minimum of 2 hours during their straight time work hours.
- d. Part-time employees on their schedule day off (SDO) who can work a minimum of 2 hours to meet the Company's needs during their straight time work hours.

2. Extension of the Workday - Notice Given the Same Day

The following sequence will be utilized by the Company when there is a need to extend the work hours of part-time employees and the need to extend employees is not known in advance. Employees will be offered extension of the workday hours by seniority within each of the categories below.

- a. Part-time employees currently on site working who can fully meet the Company's needs during their straight time work hours.
- b. Part-time employees currently on site working who can work a minimum of 2 hours to meet the Company's needs during their straight time work hours.

3. Cancellation Clause

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

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: s/David J. Bergman  
Chief Negotiator

October 1, 1997

By: s/Jack McNally  
Business Manager

# LETTER AGREEMENT NO. R1-97-105-PGE

September 26, 1997

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

Dear Mr. McNally:

In an attempt to improve customer service and minimize CSR and customer waiting time due to unanticipated, intermittent call spikes experienced at the Help Desk, the Call Center 94-53 Committee has recommended the staffing of a "SWAT Team" to supplement the Help Desk at the Company's Call Centers pursuant to Section 18.17 of the Clerical Agreement. The following provisions would apply.

- a. The "SWAT Team" will be staffed with CSR's who are the senior qualified bidders to Senior Service Representative positions at their respective Call Centers. Employees volunteering to serve on the SWAT Team will make a six month commitment to remain on the team. While the Company will formally fill SWAT Team positions every six months, it will review each Call Center's SSR bid list 3 months after the initial staffing of the SWAT Team and 3 months after each subsequent staffing period to see if there are any new bidders. If there are new bidders that have greater seniority than the junior member(s) of the SWAT Team, bidders with greater seniority will be given an opportunity to replace a SWAT Team member with less seniority for the final 3 months of the assignment.
- b. "SWAT Team" members will routinely work as CSR's, but will be upgraded to SSR when Help Desk waiting time is determined by the Company to be excessive. Employees temporarily upgraded to the Help Desk may volunteer to serve on the SWAT Team and will be utilized when the SWAT Team is activated, unless they are currently upgraded to the Help Desk.
- c. As soon as operationally possible, "SWAT Team" members will attend the two week Senior Service Representative Training Program and be matched with an SSR Mentor for one week to assist them in gaining the technical knowledge required at the Help Desks.
- d. "SWAT Team" members who turn down an upgrade to the Help Desk will not be eligible to be upgraded to SSR as a SWAT Team member that calendar day.
- e. "SWAT Team" members will be upgraded for a minimum of 4 hours in a calendar day if they perform Help Desk work. The upgrading of employees for a minimum of 4 hours does not establish precedent.
- f. "SWAT Team" members upgraded to SSR on a daily time card basis will only be offered overtime as an SSR after the Company has offered overtime to all regular SSRs.

This proposal may be canceled by either party with 30 days written notice.

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: s/David J. Bergman

Chief Negotiator

October 31, 1997

By: s/Jack McNally  
Business Manager



# LETTER AGREEMENT NO. 98-24-PGE

March 18, 1998

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

Dear Mr. McNally:

Due to seasonal changes in call volume, Call Center Operations has regularly implemented schedule changes. These changes have included an increase in work hours during the fall/winter schedule and decrease in work hours during the spring/summer schedule. The Company expects there to be a continuing need to modify schedules due to seasonal or other changes in call volume. In the past, the Company has tried to work with employees who experience conflicts when schedule changes are made.

The Company proposes to continue the practice of considering requests on a case-by-case basis for *temporary* modifications of hours after scheduling changes are made in the Call Centers. In order to provide consistency in handling requests for temporary modifications, the following guidelines are established.

1. Employees must request temporary modifications to their newly assigned schedule within 2 working days of being notified of their new schedule. Requests for temporary modification must be made in writing to the requesting employee's Team Lead. Requests must include an explanation why a modification to the schedule is necessary and documentation (e.g. school schedule) as appropriate indicating the period of time the temporary modification is needed.
2. Prior to granting a temporary schedule modification, the schedule prioritization sheets will be reviewed by the Team Lead to verify that the employee seeking the temporary modification attempted to prioritize shifts that would meet their current schedule.
3. Requests for modification will only be made for temporary hardships. The Company is unable to modify schedules on a continuing basis.
4. This policy applies to all full and part-time employees in Call Center Operations and is limited to work group schedule changes. Requests for a temporary schedule modification resulting from the employee bidding a new position will not be considered.
5. If a modification is granted, the newly awarded shift will be modified based on business needs. For a part-time employee, this may result in the employee working less hours per week than his/her base awarded schedule. Under no circumstances will the employee's modified schedule include more hours than the base awarded schedule.
6. The maximum period for the temporary modification of a schedule will be for 10 weeks.

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

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.

Local Union No. 1245, IBEW

-2-

March 18, 1998  
98-24-PGE

Very truly yours,

PACIFIC GAS & ELECTRIC COMPANY

By: s/David J. Bergman  
Chief Negotiator

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

April 13, 1998

By: s/Jack McNally  
Business Manager

**LETTER AGREEMENT NO.  
98-47-PGE**

May 22, 1998

Local Union No. 1245  
International Brotherhood of  
Electric Workers, AFL-CIO  
PO Box 4790  
Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Dear Mr. McNally:

Pursuant to the provisions of Letter Agreement 94-53, the Company proposes to modify the entitlement to holiday pay outlined in Section 14.1 of the Clerical Agreement for Call Center employees who are offered and take "t" time (time off with permission and without pay) the day preceding and after a holiday due to low call volume.

The provisions of Subsection 14.1(b) currently provide for the payment of holiday pay to employees who are off work with permission, but without pay, on the workdays immediately before and after the holiday, if the reason they are off is due to illness or disability.

Company proposes to modify this language to include Call Center employees who are off work without pay the workdays immediately before and after the holiday if they have been offered to take those days as time off without pay due to low call volume.

This letter may be canceled by either party by providing 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 AND ELECTRIC COMPANY

By: s/David J. Bergman  
Chief Negotiator

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

June 15, 1998

By: s/Jack McNally  
Business Manager



# LETTER AGREEMENT NO. 04-24-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707-452-2700

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STEPHEN A. RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN  
BUSINESS MANAGER

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May 10, 2004

Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Attention: Mr. Perry Zimmerman, Business Manager

Dear Mr. Zimmerman:

The Company and Union have executed several letter agreements to provide Customer Service employees an opportunity to voluntarily take additional time off when available work is less than the available manpower.

Company is proposing that Customer Service line of progression employees be given an opportunity to take time off throughout the year without pay (T-time) in weekly increments. Assignments will be made by seniority within each classification.

The Company will consider supplemental weekly vacation requests in accordance with the following prior to considering employee requests for weekly time off without pay.

### Supplemental Vacation Approval

Company proposes that the provisions of Title 8 be expanded to allow employees to designate their interest in taking additional vacation days beyond those scheduled in accordance with the provisions of Section 8.13 and that can normally be operationally accommodated.

Under this proposal, the Company will review operational needs to determine if workload is less than originally projected. Employees who requested to take vacation during the sign up period outlined in Section 8.13, but were not granted vacation due to operational needs, will be offered an opportunity to take vacation if the workload is less than originally projected. If operating conditions permit additional employees to be off work, the Company will offer vacation to employees who have signed the vacation list by classification, status (full-time separate from part-time), and seniority.

Prior to offering T-time, employees who did not request to take vacation during the sign-up period, may also be granted the opportunity to do so after offering vacation to employees who signed up during the regular sign-up procedures outlined in Section 8.13. Vacation will be offered to employees on the supplemental vacation sign-up list by classification, status (full-time separate

from part-time), seniority, and date request submitted. If more than one employee requests the same day off, the most senior employee's request shall be granted first.

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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

May 24, 2004

By: s/Perry Zimmerman  
Perry Zimmerman  
Business Manager



# LETTER AGREEMENT NO. 04-26-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN  
BUSINESS MANAGER

May 10, 2004

Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Attention: Mr. Perry Zimmerman, Business Manager

Dear Mr. Zimmerman:

Per Letter Agreement 04-02, the Company piloted the internet-based overtime sign-up and tracking system in the Sacramento Call Center. As a result of the successful pilot, the Company proposes to implement the intranet-based overtime sign-up and tracking system and procedure within the three call centers (Sacramento, San Jose and Fresno).

This proposed modification to implement an intranet-based system replaces the existing requirement in Letter Agreement 94-101 for posting weekly pre-arranged and emergency overtime on the bulletin board. The internet-based overtime sign-up and tracking system makes the weekly sign-up sheets available to all employees via the intranet. The time period for posting the sign-up sheets will remain Monday a.m. through 5:00 p.m. Wednesday for the following week's overtime assignments. Year-to-date overtime hours by employee will continue to be posted on the bulletin board for employee review.

Letter Agreement 94-101 remains the primary guidelines for administering overtime within Call Center Operations.

This proposal has been discussed with local Business Representatives Arlene Edwards and Debbie Mazzanti.

Company and Union reserve the right to cancel this agreement by giving 30 days' written notice.

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:           s/Stephen A. Rayburn            
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

\_\_\_\_\_, May 24 \_\_\_\_\_, 2004

By: \_\_\_\_\_  
s/Perry Zimmerman  
Perry Zimmerman  
Business Manager



# LETTER AGREEMENT NO. 05-41-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
2850 SHADELANDS DRIVE, SUITE 100  
WALNUT CREEK, CALIFORNIA 94598  
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,  
BUSINESS MANAGER

August 22, 2005

Mr. Perry Zimmerman, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P. O. Box 2547  
Vacaville, CA 95696

Dear Mr. Zimmerman:

A Subcommittee established under Letter Agreement 94-53 in support of Call Center operations developed agreed to principles for conducting remote monitoring or silent listening. Since that time, the parties have met on multiple occasions to make modifications and update the process. The most recent discussions resulted in a joint understanding of how the process will operate in the future. Given those discussions and agreements, the Company proposes to cancel Letter Agreement R1-98-03 and begin utilizing the new process.

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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

September 12, 2005

By: s/Perry Zimmerman  
Perry Zimmerman  
Business Manager





# LETTER AGREEMENT NO. R1-12-03-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

STEPHEN A. RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL  
BUSINESS MANAGER

February 15, 2012

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

Pursuant to Section 2.1 of the IBEW Clerical Agreement, the Company proposes the following guidelines concerning incentive, recognition and reward systems within the Customer Care organization and will supersede LA R1-91-113 for this department. This proposal is to support departmental interest in recognizing employees for their commitment and dedication in working to satisfy our customers and for their contributions to specific programs that align with overarching departmental goals.

#### PURPOSE:

In making this proposal, it is the intent of the Company to set out guidelines under which local recognition/award systems within Customer Care can be designed and implemented to provide local management with a mechanism to recognize outstanding accomplishments by either an individual or group, and to promote or incite employees to work toward a specific goal or objective.

In proposing this agreement, the Company recognizes IBEW Local 1245 as the sole and exclusive bargaining representative for its represented employees. No section of this agreement is intended to challenge that exclusive right to representation. In addition, it is not the intent of this agreement to interfere with mandatory subjects of bargaining, and specifically those subjects that are reserved for general negotiations. Furthermore, this agreement is not intended to detract from such items as general wage increases and performance incentives in future general negotiation sessions.

#### TYPES OF RECOGNITION

No cash awards are to be included. Some examples of awards include: meals, gift certificates/cards, sporting event tickets, clothing, merchandise, and services. In addition to not awarding cash, granting additional paid time off is not permitted.

#### FREQUENCY OF AWARDS

A \$500 average award limit per employee per calendar quarter.

ELIGIBILITY

Any program developed under this agreement must provide for the equal opportunity to participate along Department and Headquarters boundaries. In the event that varying classification and subsequent job responsibilities do not align with a specific award program, a like program with equal award value must be implemented across all classifications within the Department/Headquarters. Nothing about this agreement implies all employees should or will receive something, only that all will be eligible under the definition described above.

IMPLEMENTATION

Programs that conform to this agreement are intended to be developed locally and implemented at the discretion of local management. The local Business Representative will be notified of any new program at least fifteen days prior to implementation. In addition, the local Business Representative may request a review of any and all programs at any time.

Any program that falls outside the parameters of this agreement must be negotiated between Company and Union and would require the approval of the Union Business Manager and the Company's Director of Labor Relations.

SAFETY PROGRAMS

In order to establish incentive programs that relate to safety, the system must be structured so as not to discourage the reporting of accidents. Nothing in this section is intended to impact current practices.

CONSEQUENCES OF NON-COMPLIANCE

If this program is found to be out of compliance or fails to meet the agreed-to guidelines, it will be cancelled for a one year period.

This cancellation may be avoided if Company cancels the individual out-of-compliance program within fifteen days following written notification of a violation to the Department Manager or equivalent, by the Union's Business Representative. However, a second notice of a proven out-of-compliance program will result in a one year suspension of all programs within the Department, or other equivalent unit regardless of whether the first violation was corrected within the fifteen days.

PROGRAMS/AREAS SPECIFICALLY EXCLUDED

Programs such as PSEA, Campaign for the Community, time off associated with Christmas Eve and New Year's Eve, in their present form, as well as any other program addressed in a specific agreement will not be subject to this letter agreement.

This proposed agreement has been discussed with Business Representatives Arlene Edwards and Debbie Mazzanti.

Either the Company or Union reserves the right to cancel this agreement within 30 days written notice.

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: S/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

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

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

February 15 \_\_\_\_\_, 2012

By: S/Tom Dalzell  
Tom Dalzell  
Business Manager



# LETTER AGREEMENT NO. 13-63-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
 LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
 MAIL CODE N2Z  
 P.O. BOX 770000  
 SAN FRANCISCO, CALIFORNIA 94177  
 (415) 973-4310  
 STEPHEN RAYBURN  
 DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
 ELECTRICAL WORKERS, AFL-CIO  
 LOCAL UNION 1245, I.B.E.W.  
 P.O. BOX 2547  
 VACAVILLE, CALIFORNIA 95696  
 (707) 452-2700  
 TOM DALZELL  
 BUSINESS MANAGER

July 29, 2013

Mr. Tom Dalzell, Business Manager  
 Local Union No. 1245  
 International Brotherhood of  
 Electrical Workers, AFL-CIO  
 P.O. Box 2547  
 Vacaville, CA 95696

Dear Mr. Dalzell:

Pursuant to Subsection 10.7(b) of the Clerical Agreement and in accordance with LA 94-96-PGE, the Company proposes to offer a limited number of 4-day/10-hour work schedules across Contact Center Operations (CCO) to eligible full time Customer Service Representatives (CSR's) and Senior Service Representatives (SSR's) on a voluntary basis; subject to the conditions outlined below.

### INITIAL ESTABLISHMENT OF SHIFTS

The total number of 4-day/10-hour alternate work schedules available shall not exceed 15% of the overall full time shifts available:

### Customer Service Representatives (CSR)

Fresno –			
7:00 AM-6:00 PM (4X10)	=MTW==Y		FT
8:30 AM-7:30 PM (4X10)	=MT==FY		FT
9:30 AM-8:30 PM (4X10)	=M==RFY		FT
10:00 AM-9:00 PM (4X10)	=MTWR==		FT
Sac 2740 –			
7:30 AM-6:30 PM (4X10)	SMT===Y		FT
9:30 AM-8:30 PM (4X10)	SM=WR==		FT
11:30 AM-10:30 PM (4X10)	=MTW==Y		FT
Sac 2730 –			
8:00 AM-7:00 PM (4X10)	=MT=RF=		FT
8:00 AM-7:00 PM (4X10)	=MTW=F=		FT

San Jose –			
7:30 AM-6:30 PM (4x10)	=MT=RF=		FT
7:30 AM-6:30 PM (4x10)	=M=WRF=		FT
7:30 AM-6:30 PM (4x10)	=MTW=F=		FT
7:30 AM-6:30 PM (4x10)	=MTWR==		FT
Stockton –			
8:00 AM-7:00 PM (4X10)	=MT=RF=		FT

**Senior Service Representatives (SSR)**

Fresno –			
7:00 AM-6:00 PM (4x10)	=MTW=F=		FT
8:00 AM-7:00 PM (4x10)	=M==RFY		FT
9:00 AM-8:00 PM (4x10)	=MTW==Y		FT
10:00 AM-9:00 PM (4x10)	=M==RFY		FT
Sac 2740 –			
8:00 AM-7:00 PM (4x10)	SM===FY		FT
9:30 AM-8:30 PM (4X10)	=MT==FY		FT
12:00 PM-11:00 PM (4x10)	=M==RFY		
1:00 PM-12:00 AM (4x10)	SMTW===		FT
Sac 2730 –			
8:00 AM-7:00 PM (4x10)	=MT=RF=		FT
San Jose –			
7:30 AM-6:30 PM (4x10)	=M=WRF=		FT
7:30 AM-6:30 PM (4x10)	=MTW=F=		FT
Stockton –			
9:00 AM-8:00 PM (4x10)	=MTW=F=		FT

**Eligibility**

To be eligible, employees must be an F/T CSR or SSR in one of the locations offering the alternate work schedule as shown above.

Employees must have no active disciplinary action in the attendance category at the Written Reminder level or above, or a Decision Making Leaves (DML) at the time of bid, selection, or shift reporting date.

**IBB Process Steps**

- Company will provide each participating headquarter a shift prioritization form to include both 4-day/10-hour and 5-day/8-hour schedules
- Employees will prioritize each shift on the form provided. Example below:

Shift option(s) Bid Code	SUN	MON	TUE	WED	THU	FRI	SAT	TOT HRS	PRIORITY SELECTION
A 99010	OFF	7a-3:30p	7a-3:30p	7a-3:30p	7a-3:30p	7a-3:30p	OFF	40	
B 99011	OFF	7:30a-4p	7:30a-4p	7:30a-4p	7:30a-4p	7:30a-4p	OFF	40	
C 99012	OFF	8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	OFF	40	
D 99013	OFF	8a-7:00p	OFF	OFF	8a-7:00p	8a-7:00p	8a-7:00p	40	

- Shift awards will be based on preference and seniority.

**Opt Out**

Employees awarded a 4x10 schedule will have 30 days from the start date of the schedule to voluntarily opt out. All requests to opt out require written notice to management stating that the employee chooses to no longer participate in the 4x10 schedule. Upon notification, Company will provide the employee a 5x8 schedule based on the employee's preference and seniority at the time of the original shift bidding process. The 5x8 schedule will take effect at the beginning of the next work week following the notification.

If the employee does not exercise the opt out option in the first 30 days of working the shift, the employee will remain on 4x10 schedule until another shift bidding process commences or the acceptance of an IBB award.

**Disqualification**

Employees awarded 4x10 schedules shall be required to maintain acceptable overall attendance. Failure to maintain acceptable attendance resulting in the issuance of a Written Reminder in the attendance category or a DML while participating in the program, may be removed at the company's discretion; not subject to the grievance procedure. Employee will be returned to the 5x8 schedule based on the employee's preference and seniority at the time of the original shift bidding process. The 5x8 schedule will take effect at the beginning of the next work week following the notification.

**Cancellation**

Either the Union or Company reserves the right to return to the five-day, eight- hour shift schedule by giving 30 days' written notice at the local level.

If you agree, 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: \_\_\_\_\_  
s/Mark Propp for  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

\_\_\_\_\_, August 5, 2013

By: \_\_\_\_\_  
s/Tom Dalzell  
Tom Dalzell  
Business Manager



**Pacific Gas and  
Electric Company**

# LETTER AGREEMENT NO. 14-24-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700

TOM DALZELL  
BUSINESS MANAGER

May 1, 2014

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

The Company believes that the Contact Center Operations (CCO)-wide Internal Bid Book (IBB) pilots as established in Letter Agreements 12-12 and 12-51 have served the need to process CCO vacancies in a timely manner and proposes pursuant to Section 18.17 to extend the provisions of these Agreements beyond the pilot to fill jobs within the CCO. This agreement cancels and supersedes Letter Agreements R1-11-16-PGE, 12-12-PGE and 12-51-PGE.

These IBB provisions are as follows:

1. Each Contact Center headquarters will utilize the existing Internal Bid Book (IBB) tool that allows employees to indicate their interest in moving to a different schedule. Part-time employees (regular and probationary) will also use this tool to indicate their interest in converting to full-time status. The tool will be organized by classification and headquarters with sign-up lists for each schedule.
2. The Company shall post and provide reasonable notice of all newly created schedules and or recently reactivated schedules into the Online IBB system, which must remain posted for a minimum of 30 calendar days prior to filling it via the IBB process.
3. For Service Representative vacancies, Company shall first offer the vacancy to employees who have expressed their interest through the IBB, based on seniority, in the following sequence:
  - a. Employees in the same classification, status and headquarters.
  - b. Part-time employees (regular and probationary) bidding for full-time vacancies at the headquarters.
  - c. Employees in the same classification at any CCO headquarters without regard to status. This CCO-wide IBB only applies to Service Representative vacancies.
4. For Senior Service Representative I and II vacancies, Company shall offer vacant schedules to current Contact Center employees in the same classification, status and headquarters via the IBB.
5. Accepting Job Offer: Employees will be offered an opportunity to move to a new schedule by direct voice contact (face-to-face or via phone conversation) with a Company representative. Employees will be required to

provide an immediate response unless there are extenuating circumstances, which will be handled on a case-by-case basis. All decisions to accept or decline a position will be considered final.

Failure to respond to an offer will be considered a decline.

- 6. Employees who have indicated interest in a schedule will not be penalized if they decline a schedule change; however, the employee's name will be removed from the list and marked as declined. There will be no restrictions on employees indicating interest at a later time for the schedule that they have declined.
- 7. Contact Center Operations will maintain a historical record of the date and time an employee indicates interest in a schedule or makes changes within the tool. A historical record will also be maintained for when an employee accepts or declines a schedule offer.
- 8. The system will allow employees to view the schedule interest of other employees throughout the CCO organization.
- 9. On a quarterly basis, the Company will provide summary data to the Union regarding the filling of positions.
- 10. Unless otherwise agreed to, in the event of a Title 19 the parties agree to temporarily suspend CCO IBB activity.

**Centralized Job Bidding and Transfer System**

- 1. Remaining vacancies not filled through the IBB process, will be submitted to the Centralized Job Bidding and Transfer System (CJBT) to be filled in accordance with Title 18 of the Clerical Agreement.
- 2. Employees who are offered and declined a position through the IBB process under 3.a. and 3.b. above will not be offered those same positions through the CJBT.

**Ratification**

This agreement is subject to ratification by the impacted Clerical bargaining unit membership and shall not be effective until the ratification vote is completed and approved by the membership. The Company will provide the Union committee members and other designated Union members time to review this agreement with the affected employees as necessary.

**Cancellation Clause**

Either the Company or Union reserves the right to cancel this agreement by providing 60 days advance written notice of cancellation.

If you agree, 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: \_\_\_\_\_  
s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

\_\_\_\_\_, May 8 \_\_\_\_\_, 2014

By: \_\_\_\_\_  
s/Tom Dalzell  
Tom Dalzell  
Business Manager





# LETTER AGREEMENT NO. 14-30-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700  
TOM DALZELL  
BUSINESS MANAGER

May 30, 2014

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

This Letter Agreement cancels and supersedes Letter Agreement R1-11-16 with regard to the application of the Internal Bid Book process, which applies to the Stockton Meter to Cash Credit & Billing Operations Department.

Under L/A R1-11-16 Company implemented an Internal Bid Book process for the Stockton Meter to Cash Credit and Billing Operations Center. The parties have since agreed to modify the provisions of R1-11-16 as it applies to the Contact Centers and therefore agreed to establish this letter agreement to discuss the IBB provisions applying to the Stockton Meter to Cash Credit & Billing Operations Department.

In order to expedite the filling of vacancies, Company will offer vacant shifts/schedules to current Stockton Meter to Cash Credit and Billing Operations Center employees in the same classification, status, and headquarters prior to filling a vacancy through the Centralized Job Bidding and Transfer System (CJBT)

The following administrative details will be followed:

1. The Stockton Meter to Cash Credit & Billing Operations Department will utilize the Internal Bid Book sign-up tool that allows employees to indicate their interest in moving to a different schedule. The tool will be organized by classification with sign-up lists for each schedule. The tool will be referred to as the IBB and will be used for all Stockton Meter to Cash (Credit or Billing Operations Department) bargaining unit vacancies before referring the vacancy to the Centralized Job Bidding Team to fill under the provisions of Title 18.
2. Vacancies will be offered to employees in the same classification who have indicated interest by seniority. Employees will be required to provide an immediate response unless there are extenuating circumstances, which will be handled on a case-by-case basis.
3. Employees will be offered an opportunity to move to a new schedule by direct voice contact (face-to-face or via phone conversation) with a Company representative. All decisions to accept or decline a position will be considered final.

Failure to respond to an offer will be considered a decline.

4. Employees who have indicated interest in a shift will not be penalized if they decline a schedule change; however, the employee's name will be removed from the list and marked as declined. There will be no restrictions on employees indicating interest at a later time for the schedule that they have declined.
5. The Company will maintain a historical record of the date and time an employee indicates interest in a shift or makes changes within the tool. A historical record will also be maintained for when an employee accepts or declines a shift offer.
6. The system will allow employees to view the shift interest of other employees within the same classification, status and headquarters.

Either party may cancel this agreement by providing the other 60 days written notice of cancellation.

If you agree, 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: \_\_\_\_\_  
s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

\_\_\_\_\_, 2014  
June 16

By: \_\_\_\_\_  
s/Tom Dalzell  
Tom Dalzell  
Business Manager



# LETTER AGREEMENT NO. 14-32-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700  
TOM DALZELL  
BUSINESS MANAGER

June 16, 2014

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

The parties met on April 8, 2014 to review the results of the Customer Service Representative (CSR) new employee training process jointly developed by the parties in 2013. This new computer-based training program covers newly hired CSRs and is intended to ensure that CSR Trainees are job-ready upon completion of the training. The pilot training program memorialized in Letter Agreement 13-85 covered training classes in San Jose (10/28/13-12/18/13), Sacramento 2740 (12/11/13-2/5/14), San Jose (1/6/14-2/21/14), Fresno (2/10/14-3/28/14), Sacramento 2740 (3/3/14-4/18/14), Sacramento (4/21/14-6/6/14), Fresno (5/12/14-6/27/14) and San Jose (5/19/14 - 7/16/14).

During the April 8, 2014 meeting the parties discussed and agreed on the parameters of the finalized training program. The following will apply (and supersede LA 13-85, LA 05-70, LA 05-40, LA 04-48, LA 03-39, LA 03-03) to the extent those agreements conflict:

1. Committee – the joint oversight committee consisting of up to three members selected by the union and up to three members selected by the company will meet quarterly in 2014 to discuss adjustments based on feedback and training results. The joint oversight committee will determine the frequency and format of future meetings.
2. Updates – minor updates (i.e. policy or tariff updates) may be made to the training content prior to a quarterly meeting; however these updates will be cataloged and reviewed at the joint committee meeting. Updates, other than the minor updates noted above will be coordinated through a lead committee person on each side and also reviewed at the next full committee meeting.
3. Assessment – the training program will include tests, quizzes, and other knowledge retention checks throughout the course of training. A final assessment will remain part of the training program but will be used as a guide to prioritize additional training and areas of focus during the “nesting” period and not as a pass/fail assessment. The training schedule will no longer include the one day of final assessment study.



## **ELECTRIC OPERATIONS**

1. [Letter Agreement No. 08-02](#) (Turnover Time)
2. [Letter Agreement No. 13-79](#) (12-Hour Schedule for System Operators/10-Hour Schedule for Reliefs at Vacaville Grid Control Center)
3. [Letter Agreement No. 14-31](#) (Meter Maintenance Person—Alternate Hours)



# LETTER AGREEMENT NO. 08-22-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS DEPARTMENT  
MAIL CODE N2Z  
P. O. BOX 770000  
SAN FRANCISCO, CA 94177  
(415) 973-4310

STEPHEN A. RAYBURN,  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700

TOM DALZELL,  
BUSINESS MANAGER

July 10, 2008

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95687

Dear Mr. Dalzell:

The Company proposes pursuant to Subsection 202.16 (b) of the Agreement to the following Guidelines on paid turnover time in Electric Operations:

**Acceptable Turnover Time:**

Routine Watch Rotation:       0700 – 1900 days  
  1900 – 0700 nights

(The above rotation is for example only and may vary depending on the various schedules at the control centers.)

A paid 15-minute turnover is authorized for use on an as-needed basis. Turnover periods shall start at the end of each watch and will end 15 minutes later. All turnovers which last 7 to 15 minutes should be entered as 15 minutes for time reporting. Any turnover of 6 minutes or less shall not be entered for time reporting. Turnover time in excess of 15 minutes is permissible with the supervisor's approval (not to exceed one hour).

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:           s/Andrew K. Williams for            
  Stephen A. Rayburn

Director and Chief Negotiator

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

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

          November 6          , 2008

By:           s/Tom Dalzell            
  Tom Dalzell  
  Business Manager



**Pacific Gas and  
Electric Company™**

# LETTER AGREEMENT NO. 13-79-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS AND HUMAN RESOURCES DEPARTMENT  
MAIL CODE N2Z  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-4310  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
(707) 452-2700  
TOM DALZELL  
BUSINESS MANAGER

October 14, 2013

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

Pursuant to Subsections 202.16(b) of the Physical Agreement, Company proposes to establish a 12-hour day workweek schedule for all System Operators and a 10-hour day schedule for Relief System Operators at the Vacaville Grid Control Center (GCC). The following provisions shall be applicable to such schedule after the date of signature of this agreement.

## 1. INITIAL ESTABLISHMENT OF SHIFTS

- (a) The new 12-hour day schedule with an 8-week rotation, in the Attachment, will begin on the first applicable pay cycle of January 2014, or when administratively possible after January 2014, and will apply to all System Operators at the GCC. The day shift will begin at 06:00 and end at 18:00. The graveyard shift will begin at 18:00 and end at 06:00.
- (b) Relief System Operators will be regularly scheduled on a static 10-hour day schedule in accordance with Letter of Agreement 93-96, and the provisions of this schedule will be documented in a separate local agreement.
- (c) The number of employees at the GCC will not be reduced due to the establishment of the 12-hour shifts, and will include the Company's current staffing plan to accommodate the new schedule in the Attachment, including Reliefs.
- (d) In making the transition from the 8-hour to the 12-hour schedule, Company will make every effort to accommodate vacations already scheduled.
- (e) After implementation of the 12-hour schedule in the Attachment, Company will consider any alternate proposals for 12-hour schedules.

## 2. MEALS

Shift employees shall be permitted to eat their meals during work hours and shall not be allowed additional time therefore at Company expense. Meals will be scheduled at intervals of no more than five hours, in accordance with Industrial Welfare Commission Order No. 4-89.

## 3. OVERTIME MEALS

Overtime meals will be handled in accordance with Title 104.

## 4. WAGES

Wage rates shall be adjusted to provide the same compensation during any cycle equivalent to the current compensation for 40-hour workweeks for the same number of weeks.

## 5. OVERTIME

- (a) No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. In all other instances, overtime will be paid at the appropriate rate.
- (b) General: Overtime will be paid in accordance with the provisions of Sections 208.1 and 208.2, except that for purposes of this agreement, item (b) under Section 208.1 shall be revised as follows: (b) time worked in excess of regular scheduled hours on a workday.
- (c) Rest Periods: An employee's entitlement to a rest period shall be determined by Section 208.11, amended to provide a rest period following eight hours' work in the 16 hours immediately preceding the beginning of the employee's regular hours on a workday. If an employee's rest period overlaps into his/her scheduled shift, he/she will report to his/her shift at the end of the period, but not until the end of the fourth or eighth hour of shift, whichever follows the rest period first.

In the unlikely event that employees work 24 consecutive hours preceding their normal scheduled shift, they will be entitled to a 12-hour rest period at the straight time rate of pay.

## 6. SICK LEAVE

Sick leave will be converted to hours, and shall be charged in increments of one hour.

## 7. VACATION

- (a) An employee's total entitlement will be converted to hours. A workday will consist of 12 hours, and employees taking vacation will be charged for 12 hours of use. Payment will be on the basis of the applicable wage rate for the classification. All Holiday hours will be converted to vacation and charged accordingly.
- (b) Vacations will be scheduled in accordance with the local practice at GCC, or as modified by Company and Union. Vacation hours constituting less than one full day shall be carried over to the next year.

## 8. HOLIDAYS



- (a) The same holidays will be observed as listed in Section 103.1. Employees who begin their day or night shift on an observed holiday will receive overtime pay for their 12-hour shift and are not entitled to any additional time off as provided in Section 103.7.
- (b) If an employee is regularly scheduled to work on a holiday, they cannot be required to observe the holiday.
- (c) Two 12-hour floating holidays (vacation days) shall be scheduled in accordance with Section 103.3 of the Agreement. These days can be scheduled by the employee upon 24 hours' notice, however, a floating holiday may not be used on an observed holiday.
- (d) Employees transferring into the GCC 12-hour shift schedule shall be granted the number of hours of holiday time remaining unused during the year in their previous schedule or the amount of holiday hours remaining in the headquarters schedule, whichever is greater.
- (e) Employees transferring out of a headquarters with 12-hour shift schedule classifications shall be granted the number of holidays remaining in the schedule into which they transfer, provided holiday hours taken in advance of the holiday are converted to vacation hours if available.

#### **9. JURY DUTY**

- (a) Time off for jury duty which occurs on a regularly scheduled workday will result in the employee being credited with 12 hours worked, for pay purposes.
- (b) An employee called as a witness, per Subsection 101.11 of the Physical Agreement, shall be credited with 12 hours' pay for such day at the appropriate rate of pay.
- (c) In either (a) or (b) above, if the employee is released, such employee will return to work on the day shift if there are at least four hours remaining prior to the end of the day shift.
- (d) Employees called for jury duty who are working the evening portion of a 12-hour schedule will be placed, for payroll purposes, on the day shift for each scheduled day such employee is required to report for jury duty, and will not be required to work the evening 12-hour shift before or after being required to report for jury duty. However, such employee shall return to work on the day shift upon being released from such duty if there are at least four hours remaining prior to the end of the day shift.

#### **10. FUNERAL LEAVE**

Time off for funeral leave which occurs on a regularly scheduled workday will result in the employee being credited with 12 hours worked, for pay purposes.

#### **11. HOURS**

Section 202.17, Change of Hours - First Four Days will be modified to provide overtime compensation for all work performed outside of regular work hours for the first three workdays of any situation.

#### **12. SHIFT PREMIUM**

No shift premium will be paid for the day shift. The night shift will receive a shift premium based on 12 hours at the third-shift premium. For the purposes of the eight hours' overtime contained within the normal 48-hour workweek, the overtime multiplier shall not be applied to the shift premium. The Sunday premium will continue to be paid.

#### **13. ELECTION DAYS**

On election days, affected day-shift employees will be permitted sufficient time to vote and normal commute time with pay prior to reporting to work. This delay in reporting time will be handled by extending the night-shift employees' workday where necessary.

**14. BENEFITS**

All benefits which are currently based on an employee's base rate of pay will continue to be based on the employee's current 40-hour workweek rate. Benefits which are currently based on an employee's actual earnings will be so determined.

**15. DISCIPLINARY LAYOFFS**

Under Positive Discipline, the Company will provide paid 12-hour Decision Making Leaves.

**16. FILLING VACANT POSITIONS**

- (a) If the Company elects to fill a vacant position at any location that does not have relief shift employees or relief shift employees are not available, other than by reassignment on the watch or the utilization of adjacent watch personnel, the following sequence shall be utilized:
- (1) Call in the shift employee who is on his/her "long change" and has signed the voluntary sign-up list, if applicable, (the operator who will be called is the operator who has the most days off on his/her non-workdays).
  - (2) Call in the shift employee who is on his/her "long change" (the operator who will be called is the operator who has the most days off on his/her non-workdays).
  - (3) Call in the shift employee on his/her non-workdays who has signed the voluntary sign-up list, if applicable, and is scheduled to return to work on the same shift that is vacant.
  - (4) Call in the shift employee on his/her non-workdays who is scheduled to return to work on the same shift that is vacant.
  - (5) Call in the shift employee on his/her non-workdays who has signed the voluntary sign-up list, if applicable, and previously worked the same shift that is vacant.
  - (6) Call in the shift employee on his/her non-workdays who previously worked the same shift that is vacant.
  - (7) Assign the employee who worked the previous shift while attempting the call- out of another employee.
- (b) Every effort will be made to minimize the occurrence of an employee working in excess of 16 hours and in no instance will an employee be required to work in excess of 24 hours.
- (c) If Relief Shift Employees are utilized, the labor Agreement Clarification of Titles 202 and 208 for the Hours of Relief Shift Employees shall be amended as follows:
- (1) Section A shall provide that the regular scheduled workdays may be changed by agreement between Union and Company; however, when the relief shift employee's regular schedule provides for a 12-hour shift, the hours of the shift shall be the same as the regular 12-hour-day shift.
  - (2) Section B, Item 1 shall provide that the first watch in a 24-hour day period will be the day shift.



# LETTER AGREEMENT NO. 14-31-PGE



**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700

TOM DALZELL  
BUSINESS MANAGER

June 6, 2014

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

The Company and Union recently discussed flextime scheduling for the Meter Maintenance Person (MMP) employees when they are performing meter reading duties. In accordance with these discussions and Subsection 202.16 (b) of our collective bargaining agreement, the parties have agreed that on days that a MMP is exclusively assigned meter reading work for the entire work shift and do not perform other assigned work such as field orders, meter maintenance, etc., he/she will be given the start time options of the local Meter Reading office. This also applies to overtime and Saturday read day assignments. The MMP is responsible for notifying the local Sr. Meter Reader and their supervisor in advance.

Upon 30 days written notice, either party may cancel this agreement.

The Company has discussed this Letter of Agreement with Sr. Assistant Business Manager Joe Osterlund.

If you agree, 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: s/Stephen A. Rayburn  
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

LOCAL UNION NO. 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
222

June 18, 2014

By: s/Tom Dalzell  
Tom Dalzell  
Business Manager

## **GAS DEPARTMENT**

1. [Letter Agreement No. 14-12](#) (Fieldperson Training Program)



# LETTER AGREEMENT NO. 14-12-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700

STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

TOM DALZELL  
BUSINESS MANAGER

March 4, 2014

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

The Company proposes to modify the training program for the Title 200 Fieldperson classification by revising the training described in LA R1 81-70 which was established as a Fieldperson/Equipment Operator Training Program. The revised training program will go into effect on as soon as practicable.

The new Title 200 Fieldperson Training Program curriculum includes greater depth into topic-specific courses which will assure safety, competence, and compliance in the critical Gas Operations functions and support the duties required of a qualified Fieldperson. The new program replaces the outdated Primary, Secondary and Final courses replacing them with a 24-month program and optional coursework, as required by the Company, that provides the knowledge and skills to support the department's mission to become the safest, most reliable gas company in the U.S.

The new curriculum design described in the attached training curriculum document reflects an updated program which provides greater rigor and flexibility to ensure scheduling of the required courses and the successful completion of Operator Qualifications. These changes support the requirement of the Company to provide training in a timely manner. The new training curriculum has been reviewed and approved by the Joint Apprenticeship Training Committee (JATC). Future modifications to the Fieldperson Training program shall be reviewed and approved by the JATC.

The following describes the implementation and transition process for existing incumbent and future Fieldpersons.

Incumbent employees:

Incumbent employees in the Fieldperson or higher classifications may be assigned to attend refresher training and/or additional training as required by the Company.

Future Fieldpersons:

Employees entering the Fieldperson classification (or promoted to a higher classification in the LOP) after the date of this agreement will be expected to successfully complete the training program. Failure to complete the Fieldperson training program will be addressed on a case by case basis subject to review by the JATC.

This training has been developed and reviewed with the oversight of Senior Assistant Business Manager Joe Osterlund and selected subject matter experts.

Company or Union may cancel this agreement with 30 days written notice for any reason.

If you agree, 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:                     s/Stephen A. Rayburn                      
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

                    March 21                    , 2014

By:                     s/Tom Dalzell                      
Tom Dalzell  
Business Manager



## Fieldperson Training Program Suggested Sequence

<i>REQUIRED COURSES FOR DIVISION (Suggested Sequence)</i>	# of Days	OQ
<b>0-6 months</b>		
SAFE-0140WBT: Class IV Asbestos Awareness Training ( <i>Updated course avail March 2014</i> )	.25	N/A
SAFE-1290WBT: Ladder Safety	.25	N/A
EQIP-0007: Excavation Safety ( <i>Updated course avail March 2014</i> )	1	N/A
GAS-0306: Leak Investigation and Pinpointing	1.5	X
GAS-0160: Plastics System Training	5	X
GAS-9008WBT: Gas Emergency Response Plan ( <i>Avail March 2014</i> )	.25	N/A
<b>7-12 months</b>		
GAS-0792WBT: Gas Distribution Zones and Basic Map Reading	.25	N/A
SAFE-1201WBT: Confined Space Orientation ( <i>Avail April 2014</i> )	.5	N/A
GAS-0213: Non-Production Locate and Mark	1	X
GAS-0193: Mueller Tapping and Plugging	3	X
<b>13-18 months</b>		
GAS-0815: Corrosion Control Basics for Fieldpersons ( <i>Avail March 2014</i> )	1	N/A
EQIP-0128: Basic Rigging	1	Qualification
EQIP-0127: Hand Signals	1	Qualification
GAS-0735: Squeezing Steel Pipe, $\frac{3}{4}$ " -2" ( <i>Avail March 2014</i> )	1	X
GAS-0525: Assessing/Working in Hazardous Gaseous Environment	1	N/A
<b>19-24 months</b>		
GAS-0155: Hot Tanking for Gas Construction	1	N/A
GAS-0089: Valve Changer	1	X
GAS-0814: Redlining and As-Builts Workshop	1	N/A
GAS-0816: Meter Sets and Regulator Basics ( <i>Avail March 2014</i> )	1	N/A

<b>OPTIONAL COURSES</b>	<b>OQ</b>
EQIP-0013: Operate Backhoe / Loader	N/A
EQIP-0015: Side Boom Tractor Training	N/A
EQIP-0021: Track Mounted Excavator	N/A
EQIP-0022: Wheel Loader	N/A
EQIP-0032: Dump Truck Training	N/A
EQIP-0046: SnowCat Training	N/A
EQIP-0051: SkidSteer	N/A
EQIP-0053: Vacuum Trailer	N/A
EQIP-0060: Directional Drilling Vendor Proof of Training	N/A
EQIP-0062: Equipment Tie-Down Procedures	N/A
EQIP-0075: Vacuum Equipment/Excavation	N/A
EQIP-0120: Street Sweeper	N/A
ENVR-0200: Vault Dewatering	N/A
GAS-0311: Tapping with Coupon Retaining Punch	N/A
GAS-0207: Leak Survey	X
GAS-0729: Patrolling	X
GAS-0210: Locate and Mark	X
GAS-0095: Operating the Jameson Gas Line Tracker	X
GAS-0625 Working in Hazardous Gaseous Atmosphere	N/A
GAS-0734: Squeezing Steel Pipe, 2"-8"	X
GAS-0808: Pilot Relighting for Gas Crews	N/A

## **GENERAL CONSTRUCTION**

1. [Letter Agreement No. R1-91-82](#) (Amends Subsection 106.5(b)(3) for 4x10 Schedule)
2. [Letter Agreement No. 93-23](#) (Reporting Requirements to the IBEW)
3. [Letter Agreement No. R6-93-108](#) (Application of Per Diem for Title 200 Employee Bidding to Title 300)
4. [Letter Agreement No. 96-25](#) (Vacation Scheduling in One-Hour Increments for Clerical Services)
5. [Letter Agreement No. 14-19](#) (NEO/Reporting for GC Gas Department)

# LETTER AGREEMENT NO. R1-91-82-PGE

June 24, 1991

Pacific Gas and Electric Co.  
215 Market Street, Room 91(3)  
San Francisco, CA 94106

Attention: Mr. David J. Bergman, Director of Industrial Relations

Gentlemen:

Pursuant to Title 302.7(e)(2), Union proposes to amend Title 106.5(b)(3) to include those employees working regularly scheduled ten-hour, four-day workweeks and nine-hour, nine-day biweekly workweeks provided for in Letter Agreements R3-86-119-PGE and R2-90-235-PGE.

In order for an ENCON Department employee to attain the status of regular employee, pursuant to Subsection 106.5(b)(3), such employee must work a minimum of 115 days in any period of six consecutive months at the straight rate of pay. This is the equivalent of 920 hours of work (115 x 8) during the six month period for an employee working an eight-hour, five-day schedule.

Six months of continuous service for employees working regularly scheduled ten-hour, four-day workweeks shall be defined as a minimum of 92 days of work in any period of six consecutive months at the straight rate of pay.

Six months of continuous service for employee working regularly scheduled nine-hour, nine-day biweekly workweeks shall be defined as a minimum of 104 days of work in any period of six consecutive months at the straight rate of pay.

However, if by reason of absence due to inclement weather or holidays in such period an employee was prevented from working at total of 92 days on a ten-hour, four-day workweek or 104 days on a nine-hour, nine-day biweekly workweek, such period shall be extended by not more than the total number of days of such absence. All other provisions of Title 106 shall remain as provided in the Agreement.

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 Union.

Very truly yours,

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

By: s/Jack McNally  
**Jack McNally**  
Business Manager

The Company is in accord with the foregoing and agree thereto.

PACIFIC GAS AND ELECTRIC COMPANY

December 19, 1991

By: s/David J. Bergman  
**David J. Bergman**  
Director of Industrial Relations

# LETTER AGREEMENT NO. 93-23-PGE

March 5, 1993

Pacific Gas & Electric Company  
201 Mission Street, Fifteenth Floor  
San Francisco, California 94105

Attention: Mr. David Bergman  
Director of Industrial Relations

Gentlemen:

During General Negotiations in 1991, the General Construction Subcommittee discussed several items related to information that is provided to the Union by Company via computerized reports. The thrust of these discussions were directed toward consolidating information from numerous reports into a smaller number of reports.

Because of time constraints and the complexity of the issue, the Subcommittee concluded bargaining on this issue by agreeing to form an ad hoc committee to continue discussion following general negotiations.

A committee comprised of John Moffat representing ENCON Human Resources, and Roger Stalcup, Joel Ellioff and Ron Van Dyke representing IBEW, Local 1245 initially met on November 22, 1991.

The committee identified the various reports that were then being provided to Union by Company and agreed to eliminate and/or consolidate some reports while maintaining others unchanged. The Committee also agreed to a test period of undetermined duration during which the parties would test the success of the revised reports.

Since that time and as a result of continuing discussions between John Moffat and Roger Stalcup, a few additional modifications have been implemented.

Presently, the committee agrees that the various reports have been refined to the point that they provide the required information in as concise a format as possible.

This being the case, Union proposes to memorialize the understanding that Company will continue to provide the following reports at the indicated intervals and with the indicated distribution:

1. SRG VD00649 - monthly report of all IBEW represented employees sorted by Promotion - Demotion Geographic Areas, ENCON Departments, and alphabetical by classification. Four copies, one mailed to the home address of each Local 1245 Business Representative assigned to ENCON and one copy forwarded to the Walnut Creek office of the Union to the attention of the Assistant Business Manager who has overall responsibility for ENCON.
2. SRG VD00637 - monthly report of all IBEW represented employees sorted by ENCON Department, alphabetical by classification. Four copies to be distributed as in Item 1.
3. SRG R715PX - monthly report of all IBEW represented employees, alphabetical, including Point of Assembly, classification and date of hire. Four copies to be distributed as in Item 1.

4. SRG VD00621 - monthly report of all IBEW represented employees, alphabetical, including home address. Four copies to be distributed as in Item 1.
5. SRG R005EP - monthly report of the temporary upgrade of all IBEW represented employees in the format described in Section 305.4(d). Three copies, to be mailed to the home address of the Business Representatives assigned to serve ENCON employees.
6. SRG D039197 - ENCON Field and Service Center Career History Report of all IBEW represented employees. One copy to be provided once per year during the first quarter. This Report to be forwarded to IBEW, Local 1245's Walnut Creek office to the attention of the Assistant Business Manager who has overall responsibility for ENCON.
7. SRG ZZ075 - quarterly listing of all ENCON Field and Service Center Clerical Classifications sorted by classification, hire date, name, position date, social security number, payroll transmittal number, wage progression step, point of assembly and status. Report to be produced at the end of each quarter. Four copies to be distributed as in Item 1.
8. Copy of the ENCON Payroll Transmittal List. Four copies to be distributed as in Item 1 on a monthly basis.

The SRG Reports listed in items 1, 2 and 3 above must be generated on the same date so that the data addresses a common population. All three reports should be forwarded together, along with the copy of the Payroll Transmittal List (Item 8), to the identified representatives of the Union.

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 Union.

Very truly yours,

LOCAL UNION 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS,  
AFL-CIO

By: s/Jack McNally  
Jack McNally  
Business Manager

The Company is in accord with the foregoing and agrees thereto.

PACIFIC GAS & ELECTRIC COMPANY

March 17, 1993

By: s/David J. Bergman  
David J. Bergman  
Director and Chief Negotiator

# **LETTER AGREEMENT NO. R6-93-108-PGE**

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

Attention: Mr. Jack McNally

Gentlemen:

In order to create a method for voluntary moves from Title 200 to Title 300 classifications, and between Title 300 Departments, Company proposes the following:

1. Prebid codes shall be established for above entry level classifications and transfer codes for entry level classifications covered by Title 300 of the Agreement. A separate code will be established for each promotion/demotion geographic area. For those classifications that are common to more than one Title 300 Department, a separate code will be established for the classification in each Department.
2. If the provisions of Section 305.5 have been exhausted in the geographic area and department in which Company is attempting to fill a position. Company shall offer the position to the senior qualified Title 300 prebidders or transferee in the same department but in a different geographical area. Company shall then offer the position to the senior qualified Title 300 prebidder or transferee from any other department. Positions which are not filled by a current Title 300 employee shall then be offered to the senior qualified Title 200 prebidder or transferee. This agreement does not obligate the Company to standardize jobs or job descriptions between Title 200 and Title 300, nor does it abrogate the Company's right to move Title 300 employees anywhere in the Company system.
3. Title 200 employees who accept positions covered by Title 300 shall be subject to the provisions of Section 301.3(c)(1) and (2). That is, Title 200 employees with a Service date of 12/31/87 or later will be subject to the provisions of Subsection (c)(2)(i) and (ii) (this employee shall not be eligible for per diem expenses as provided in Section 301.4 until the employee is transferred as described in Subsections (i) and/or (ii), unless such employee previously obtained "floating crew status". Employees with a Service date prior to 1/1/88 shall be entitled to per diem expenses based on the language in Subsection (c)(1).

4. Joint Company and Union teams will meet with employees to explain terms of this agreement. These meetings will be held as soon as possible after signing of the agreement.

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: /s/ Dave Bergman  
Director and Chief Negotiator

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

July 18, 1994

By: /s/ Jack McNally  
Business Manager



# LETTER AGREEMENT

## No. 96-25-PGE

March 11, 1996

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:

The Company proposes to allow employees covered by the Physical Agreement working in General Construction Clerical Services Department assigned to the Gas or Line Construction Departments the option of scheduling their vacation in increments of one hour.

Company may designate the number of employees who may be on vacation on any given day. This includes partial and/or whole day vacation.

Except in emergencies, employees shall make a good faith effort to notify their supervisors at least 24 hours in advance for all vacation days or partial days not scheduled in accordance with Section 111.13 of the Agreement.

The Company or the Union reserves the right to cancel this agreement by giving 30 days written notice.

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: s/David J. Bergman  
Chief Negotiator

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

March 29, 1996

By: s/Jack McNally  
Business Manager



# LETTER AGREEMENT NO. 14-19-PGE



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4401  
STEPHEN RAYBURN  
DIRECTOR AND CHIEF NEGOTIATOR

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
P.O. BOX 2547  
VACAVILLE, CALIFORNIA 95696  
707.452.2700  
TOM DALZELL  
BUSINESS MANAGER

April 11, 2014

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95696

Dear Mr. Dalzell:

The purpose of this letter agreement is to request IBEW's agreement to modify the per diem provisions for Title 300 employees and to modify LA 03-35 for employees within the General Construction Gas Department.

In 2002, PG&E began the New Employee Orientation (NEO) program to provide most new hires an overview of the Company and its policies. This resulted in new employees attending a one-day orientation in San Ramon some time during their first 30 days of employment. Also, during 2002, the Company reinforced its compliance efforts by implementing the requirement for completion of I-9 forms along with verification of identity through supporting documentation as required by the federal government. Failure to do so could result in fines and/or reprimands to the Company.

As a way to meet both the need for orientation and completion of the I-9 and other forms, the parties agreed in LA 03-35 to modify NEO so that most new employees report to San Ramon on their first day. This Day 1 reporting recognized that some attendees may need to arrive the day before and would qualify to receive mileage at the IRS rate and reimbursement for reasonable expenses.

As all General Construction employees will report to their starting work location following NEO, Company proposes that the starting work location be utilized for per diem purposes under Section 301.3.

In addition to NEO, the Company now requires that certain classifications within the GC Gas Department attend other training prior to reporting to their initial work assignment and location. These employees will report to their starting work location after attending NEO and other required new hire training, and the applicable provisions of Section 301.9 shall apply.

For clarification purposes the "starting work location" is also known as the "hiring location" in Title 301.

This proposal has been discussed with Joe Osterlund, Senior Assistant Business Manager.

If you agree, 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:                     s/Stephen A. Rayburn                      
Stephen A. Rayburn  
Director and Chief Negotiator

The Union is in agreement.

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

          April 18                    , 2014

By:                     s/Tom Dalzell                      
Tom Dalzell  
Business Manager