

NO. 08-37-PGE



PACIFIC GAS AND ELECTRIC COMPANY LABOR RELATIONS 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

November 26, 2008

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 August 20, 2008 the ISTS Labor Management Committee discussed the benefits of expanding the use of Title 200 employees within ISTS working on projects with Title 300 ISTS employees. As a result, the parties agreed that this Letter Agreement cancels and supersedes L/A 00-59-PGE, the prior ISTS co-mingling agreement.

The parties agreed that ISTS assignments to Title 300 General Construction employees and Title 200 Maintenance employees should remain separate and distinct. However, on an exception basis, the following may be applied:

- On an exception basis, Title 200 employees may be loaned to General Construction and vice versa. The Title 200 and 300 crews shall normally remain distinct, but may work side-by-side on the same project or job. Company shall keep Union informed of the status of these projects or jobs during quarterly Labor Management meetings or other appropriate communications.
- 2. Further, employees may be intermingled on the same crew, job or project where a need exists for training, additional staffing, or specialized assistance. When the need for training, additional staffing, or specialized assistance has concluded, the intermingling will be discontinued. Title 200 employees would continue to work under Title 200 provisions. Title 300 employees would continue to observe Title 300 provisions.
- 3. It is not intended that the placement of an Apprentice within a work group for training opportunities result in the employee performing production work.
- 4. Clerical Support may come from Title 200, Title 300, or Clerical employees.

- 5. On occasion, T200 employees may be provided opportunities to take rotational assignments into management positions. During the rotation, temporary bargaining unit vacancies may need to be filled. If the 205.3 process does not result in the temporary vacancies being filled, then T300 employees may be loaned to a T200 work group for the purpose of filling those vacancies created by T200 employees on rotation. These T300 rotational assignments will be limited to 90 days with one (1) 90 day extension possible if mutually agreed to at the local level by Company and Union. Such temporary relief is not to exceed 180 days. Relief behind an absent employee may continue until the absent employee's return. Title 300 employees would continue to observe Title 300 provisions while working with the T200 group.
- 6. Sharing of equipment and tools and common assembly points and work locations is permissible.
- 7. Joint training, safety, and local Labor Management Committees are recommended.
- 8. This agreement does not modify the provisions of Sections 205, 206, 208, 212, 305, 306, and 308 of the Agreement. For purposes of equitable distribution of pre-arranged overtime pursuant to Section 208.16, Pre-Review Committee Decision 1118, et al., shall be applicable.

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

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

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

December 18 , 2008

By:

Tom Dalzell

Business Manager