

LETTER AGREEMENT

NO. 13-10-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 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:

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 regular status 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.

February 15, 2013 L/A 13-10-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:

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

By:

Tom Dalze

February 26 , 2013



LETTER AGREEMENT

No. R1-92-48



Pacific Gas and Electric Company Industrial Relations Department 201 Mission Street, 1513A San Francisco, California 94105 [415] 973-3420 International Brotherhood of Electrical Workers, AFL-CIO Local Union 1245, IBEW P.O. Box 4790 Walnut Creek, California 94596 [415] 933-6060

Ronald L. Bailey, Manager or David J. Bergman, Director and Chief Negotiator

Jack McNally, Business Manager

April 28, 1992

Local Union 1245 International Brotherhood of Electrical Workers, AFL-CIO P. O. Box 4790 Walnut Creek, CA 94596

Attention: Mr. Jack McNally

Gentlemen:

This letter cancels and supersedes our letter dated April 1, 1992 on the same subject.

Based upon discussions held between Mr. Darrel Mitchell of the IBEW and Mr. Dave Bergman of PG&E, Company proposes to amend Letter Agreement 91-113 in the areas noted below. The underlined portions indicate the additions to Letter Agreement 91-113.

# PROGRAMS/AREAS SPECIFICALLY EXCLUDED

Programs such as the Ideas in Action, PSEA, United Way, Trailblazer, <u>ENCON</u> <u>Excellence Award</u>, time off associated with Christmas Eve, New Year's Eve, and <u>Good</u> <u>Friday or any other time authorized by the Company to observe religious services</u>, in their present form, as well as any other program addressed in a specific agreement will not be subject to this letter agreement. (See attachment.)

# ATTACHMENT

ENCON Excellence Award - This program was developed to recognize employees who make unique and significant contributions to the operations of the ENCON Business Unit. The provisions of the program were established under a separate letter agreement. IBEW, Local 1245

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April 28, 1992 R1-92-48

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.

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 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

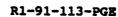
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Bv. **Business Manager** 



LETTER AGREEMENT







Pacific Gas and Electric Company Industrial Relations Department 215 Market Street San Francisco, California 94106 [415] 973-1125

International Brotherhood of Electrical Workers, AFL-CIO Local Union 1245, IBEW P.O. Box 4790 Walnut Creek, California 94596 [415] 933-6060

Ronald L. Bailey, Manager or David J. Bergman, Director and Chief Negotiator

Jack McNally, Business Manager

September 25, 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:

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

TYPES OF RECOGNITION

Recognition awards under this agreement are intended to be goods or services with a value not to exceed \$100.00. 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 can not be redeemable for cash. In addition to not awarding cash, granted additional paid time off is not permitted.

### IBEW, Local 1245

September 25, 1991 R1-91-113-PGE

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## FREQUENCY OF AWARDS

The \$100.00 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 Gas T&D (Department) at the Oakport Service Center (Headquarters). All the employees within Gas 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 corrosion group within Gas T&D could be recognized. (Note: For the purpose of this agreement, ENCON service territory will be defined by the General Foreman 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 manhour awards or safety barbecues.

#### IBEW, Local 1245

September 25, 1991 R1-91-113-PGE

# 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 Businesss 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 the Ideas In Action, PSEA, United Way, Trailblazer, 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. (see attachment)

# CANCELLATION

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

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 the letter to the Company.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

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

By<sub>e</sub> Business Manager

, 1991

## Attachment

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The following programs are specifically excluded from this Letter Agreement:

### PROGRAMS

Ideas In Action- The various incentive programs used to generate suggestions and participation are exempted. Programs that were in place prior to June 1, 1991, known as pre-existing programs, shall continue in the future.

For definition purposes, pre-existing programs will be defined as programs that cover a specific and defined group. In addition, the award in subsequent years must not exceed the value of the original award program.

For example, if Mission Trail Region had awarded a trip for two to Reno for the employee who turned in the most suggestions in the month of May, this practice may continue in the future for Mission Trail Region.

PSEA- These programs are similar to those described under Ideas in Action. Specifically, promotional programs designed to encourage participation in PSEA education classes have been a historical practice. For example the Hockenbeamer award recognizes outstanding volunteer participation in education activities.

United Way- Again, similar to Ideas in Action and PSEA, the United Way has historically run a variety of award programs used to generate participation and enthusiasm.

Trailblazer- This program was developed to recognize employees who make unique and significant contributions to the operations of the Distribution Business Unit. The provisions of the program were established under a separate letter agreement xxxxxxxxx.

Christmas/New Year's Eve- Traditionally employees are released from their assignments in the second half of the day on Christmas or New Year's Eve. This decision to excuse employees is made each year by the Chairman of the Board.

With the exception of the Christmas/New Year's Eve example, none of the above mentioned programs may grant additional time off with pay.