



**Pacific Gas and  
Electric Company.**

# **LETTER AGREEMENT NO. 15-21-PGE**

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
LABOR RELATIONS  
375 N. WIGET LANE  
SUITE 130  
WALNUT CREEK, CA 94598  
925.974.4461

ROBERT JOGA  
SENIOR DIRECTOR

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 10, 2015

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 of agreement 13-78-PGE and 77-9-PGE. This letter of agreement will be referenced in Section 101.6 of the Physical Agreement and Section 6.6 the Clerical Agreement as a supplement to the Union Leave of Absence provisions.

## **UNION LEAVE OF ABSENCE**

The Company and Union have agreed to supplement the quantity and duration of Union Leave of Absences granted under Section 101.6 of the Physical Agreement and 6.6 of the Clerical Agreement as follows: no more than one (1) fifteen (15) year leave, two (2) twelve (12) year leaves, and five (5) ten (10) year leaves shall be granted between the Physical and Clerical bargaining units at any given time.. Any additional 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.

### **UNION TIME OFF (UTO) REQUESTS**

Union Time Off is time off requested by the Union for employees to attend to union business.

Employees who are absent from work at Union's request with Company's permission for short or intermittent periods of time to attend to union activities shall be paid by Company at their present classification wage rates. Such payment shall be advanced as "union wages" and such time will be considered Union Time Off. Further, during such time, such employees will be considered as employees of Union for all employment purposes set forth in the Worker's Compensation and Insurance Chapter of the California Labor Code.

If the time off is at Union request and is related to the PG&E Agreement (e.g. negotiations with PG&E or shop steward training), the Union will reimburse the Company for any such wages advanced to an employee.

If the time off is at Union request and is unrelated to the PG&E Agreement (e.g. an issue related to another employer or internal union business), the Union will reimburse the Company for any such wages advanced to an employee and the associated benefits burden.

Mr. Tom Dalzell

- 3 -

June 10, 2015  
L/A 15-21-PGE


The Union will make good faith efforts to provide the Company at least two weeks advance notice on union time off requests. Similarly, the Company will make good faith efforts to release employees for union business.

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: \_\_\_\_\_

  
Robert Joga  
Senior Director

The Union is in agreement.

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

By: \_\_\_\_\_

  
Tom Dalzell  
Business Manager

June 10

\_\_\_\_\_, 2015