

## LETTER AGREEMENT NO. R1-05-63-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

November 28, 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:

In conjunction with the Company's "Business Transformation," the parties have reached agreement for Employee Engagement on Initiative Teams – bargaining unit employee participation in the design and implementation phases of the initiatives that impact bargaining unit employees. These teams will meet in San Francisco during November 7, 2005 through December 16, 2005.

In reviewing the contractual provisions for physical and clerical employees, there are some differences. The parties have discussed the desire to treat all employees on these Initiative Teams fairly and consistently. Due to the unusual nature of this project, Company proposes the following provisions apply only during this assignment for employee-related expenses:

## Employees Staying in Long-Term Lodging

- The Company is providing long-term lodging and will pay the facilities directly. Employees will not be required to pay out-of-pocket for lodging.
- Employees will be compensated at the overtime rate for travel to and from their home and their temporary lodging.
- Employees will be compensated at the overtime rate for travel time to and from their temporary lodging and their temporary headquarters each day.
- Employees will receive mileage at the non-taxable IRS rate, currently 48.5 cents/mile.
- Public transportation costs will be reimbursed in accordance with contractual provisions.
- The Company will reimburse employees for three comparable substitute meals per day, consistent with the Labor Agreement Interpretation. Detailed receipts are required. No in-lieu meal payments will be allowed. Alcohol is not reimbursable.
- If employees work overtime, Title 104 (16) shall apply to meal entitlements.
- For employees who elect to purchase groceries, the Company will reimburse the reasonable price of groceries. Employees will be required to provide a detailed receipt for groceries purchased. Alcohol is not reimbursable.
- The Company will reimburse employees for reasonable daily incidental expenses such as a newspaper, parking, one phone call home, dry cleaning, and laundry. Any expenses beyond this must be approved by the Initiative Team Lead. Detailed receipts are required.
- Employees will be compensated for one round trip home per workweek.

## **Employees Commuting Daily**

- Employees will be compensated at the overtime rate for travel time to and from their home and their temporary headquarters each day.
- Mileage will be reimbursed at the IRS non-taxable rate, currently 48.5 cents/mile.
- Public transportation costs will be reimbursed in accordance with contractual provisions.
- Lunch meals will be reimbursed.

## Travel Time - Applicable to All

- In order to receive pay for travel time at the overtime rate, travel must occur outside of regular work hours. For the purposes of this Agreement, the regular work hours will be on a 9x80 schedule.
- Double time will not be triggered by travel, but will be paid if the employee has worked more than 12 consecutive hours prior to traveling.

Employees working under the provisions of Title 300 may elect to receive per diem in lieu of the expense reimbursements stated above provided they meet the guidelines. Employees covered under the CGT Travel Agreement (LA 02-04) may elect to receive per diem in lieu of the expense reimbursements stated above provided they meet the guidelines.

These provisions expire at the end of the Initiative Team assignments, December 16, 2005 and are not intended to set precedent.

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

LOCAL UNION NO. 1245, INTERNATIONAL

Stephen A. Rayburn
Director and Chief Negotiator

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

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			Perry Zimmerman Business Manager		10	