

# NO. R1-12-24-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

TOM DALZELL BUSINESS MANAGER

STEPHEN RAYBURN
DIRECTOR AND CHIEF NEGOTIATOR

June 7, 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:

During the 2011 General Negotiations the parties reached tentative agreements on minor language updates or minor changes, changes consistent with the Clerical Agreement, past practice regarding "D" bidders, and compliance with Federal, State or Local Laws. In addition to these tentative agreements, the parties agreed to update the Physical Agreement, where appropriate, to include changes from previously signed letter of agreements. The attachments to this letter include clarifications and all agreed to contract changes noted above.

In order to simplify on-going negotiations the Company proposes to update the Physical Agreement with all changes in this agreement upon ratification of the Physical 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:

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

<u>6-15</u>, 2012

By:

Tom Dalzell

**Business Manager** 

#### Attachment A

#### **CLARIFICATIONS:**

# **Job Bidding**

During discussions on the job bidding process, the Company clarified how "D" bidders receive consideration for positions. "D" bidders are considered qualified if they previously held the classification being filled or previously met the requirements of a "B" or "C" bidder including time in line of progression. This applies to all classifications, except apprenticeships, where the bidder is considered qualified if they have met the pre-employment test requirements (excludes Apprentice System Operators per LA-R1-05-21).

During discussions on the job bidding process, the Company clarified how Hiring Hall employees receive consideration for regular positions with the Company. In general, candidates with Hiring Hall experience are typically placed at a higher tier for consideration than those with no experience.

# **Temporary Upgrades**

The Company and Union reviewed P-RCs 15773, 11653 and 12043 and confirmed that it is the intent of both parties that upgrades for additional workload (except those behind absent employees, e.g., Worker's Compensation, leave of absence) should not go beyond one year. After one year, the Company should make a decision as to whether or not to fill the job on a regular basis. There may be exceptions to this which may be agreed to by the parties.

# Flame Resistant Clothing

The parties agreed that the Flame Resistant clothing allowance is more appropriately discussed in the Working Committee established in Letter Agreement 08-23.

#### ATTACHMENT B

# PHYSICAL AGREEMENT

# LABOR-MANAGEMENT COOPERATION

# 8.2 LOCAL/DEPARTMENT LABOR MANAGEMENT MEETING

(c) WITHDRAWAL

Any Area or Department may withdraw from participation in the Local Labor-Management Committee upon Company's **Manager** <u>Director</u> of <u>Labor</u> Industrial Relations giving notice of such intent to Union. (**Amended 1-1-12** 1-1-00)

# 8.3 PRODUCTIVITY ENHANCEMENT COMMITTEES (Title Amended 1-1-00)

(a) Company and Union will establish Joint Committees on Productivity Enhancement. One such committee consisting of four members appointed by Company's **Manager** <u>Director</u> of <u>Labor</u> <u>Industrial</u> Relations and four members appointed by Union shall meet at the call of either party. Other Productivity Enhancement Committees will be established as agreed between Union and Company at other levels of Company's organization. Union members of such committees who are employees of Company shall be paid by Company for attendance at mutually agreed-to meetings of such committees. (*Amended 1-1-12 1-1-88*)

400.2 An Ad Hoc Negotiating Committee established by this Title shall be composed of members appointed by Union and members appointed by Company's **Manager** <u>Director</u> of <u>Labor Industrial</u> Relations. Each party may appoint any number of members who they deem best suited to resolve the particular dispute before the Committee. The members appointed by each, however, shall be kept to a reasonable number consistent with the principles of effective bargaining, and each shall appoint a spokesman from amongst those appointed to the Committee. (Amended 1-1-12)

# TITLE 106. STATUS

#### 106.10 LIST

As soon after the end of each calendar year as it is practicable to do so, Company will furnish Union with a list showing the name, social security number personnel number, home address, employment date, and classification of each employee employed as of the end of the year. calculated to the end of such year. (Amended 1-1-12)

# **TITLE 111. VACATIONS**

# 111.3 SERVICE ANNIVERSARY VACATION - BONUS VACATION

(a) In the fifth calendar year following his/her employment date and in each fifth calendar year thereafter, Company shall grant each employee a service anniversary vacation of 40 hours five workdays. A service anniversary vacation shall be in addition to the annual vacation allowance set forth in Section 111.2 above to which the employee may be otherwise

entitled in that calendar year and the employee acquires no right as to all or any part of the service anniversary vacation unless the employee works in the calendar year in which it is granted. The service anniversary vacation, as herein provided, vests on the first day of each calendar year in which an employee qualifies for a service anniversary vacation, and must be taken in that calendar year. (The provisions of this Section shall not apply to part-time or intermittent employees.) (Amended 1-1-12 1-1-91)

(b) In each of the first five calendar years following his/her employment date, an employee who has used 40 hours five days or less of paid or unpaid sick leave in the preceding year shall be entitled to 8 hours ene day of bonus vacation in addition to any vacation allowance the employee is entitled to as set forth in Section 111.2. An employee must complete one year of Service before becoming qualified for such hours day. In the tenth calendar year following an employee's employment date and in each fifth calendar year thereafter, an employee who has used 200 hours 25 days or less of sick leave during the five preceding calendar years shall be entitled to 40 five bonus hours days of vacation in addition to the vacation allowance the employee is entitled to as set forth in Section 111.2. In determining the number of sick hours days used in computing 200 hours 25 days or less, no more than ten days or 80 hours will be charged to the employee in any one year. The bonus vacation, as herein provided, vests on the first day of each year in which an employee qualifies for a bonus vacation. and must be taken in that calendar year. An employee acquires no right to all or any part of the bonus vacation unless such employee works in the calendar year in which it is granted. (The provisions of this Section shall not apply to part-time or intermittent employees.) (Amended 1-1-12 1-1-91)

# **TITLE 112. SICK LEAVE**

# 112.16 FAMILY SICK LEAVE (Added 1-1-00)

- (a) No change
- (b) In addition, in the calendar year in which a regular full time employee has qualified for additional sick leave under Section 112.3 and each succeeding calendar year it is renewed, the employee shall be permitted to use up to 80 hours in the calendar year, to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee. In the calendar year in which a regular full time employee has qualified for additional sick leave under Section 112.4 and each succeeding year it is renewed, the employee shall be permitted to use up to 160 hours in the calendar year, to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee. A regular part-time employee who has qualified for additional sick leave under Sections 112.3 and 112.4, may take up to one-half of the additional sick leave hours awarded to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee. (Added 1-1-12)
- (b) (c) All conditions and restrictions that apply to an employee's use of sick leave for his or her own illness shall apply to sick leave usage to attend to an illness of a child, parent, spouse, registered domestic partner under this section. (Amended 1-1-12)
- (c) (d) An employee's use of sick leave under this section does not extend the maximum period of leave to which the employee may be entitled under the California Family Rights Act or the Federal Family and Medical Leave Act. (Amended 1-1-12)

For purpose of this section only, the following definitions shall apply:

(1) "Child" means a biological, foster, or adopted child, a stepchild, a legal ward child of a registered domestic partner or child <u>to whom an employee stands</u> in loco parentis. (<u>Amended 1-1-12</u>)

(2) "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian or a person who stood in loco parentis to the employee when they were a child. (Amended 1-1-11)

# **TITLE 201. EXPENSES**

# GENERAL PROVISIONS FOR EMPLOYEES ATTENDING COMPANY TRAINING CLASSES

#### 201.8 TRAVEL AND EXPENSES - NON-COMMUTABLE LOCATION

(b) An allowance for reasonable travel time incurred by an employee in traveling between the employee's regular headquarters or living quarters and the training location at the beginning and at the end of the employee's training assignment shall be authorized. Such allowance shall be computed at the straight rate of pay time will be considered as time worked and paid at the appropriate rate of pay using of the employee's classification at the employee's temporary headquarters and shall also include reimbursement for reasonable cost of meals incurred while traveling. Transportation shall be in accordance with the provisions of Section 201.9. (Amended 1-1-12)

#### TITLE 208. OVERTIME

# 208.2 RATE AND DOUBLE-TIME CONDITIONS

- (a) no change
- (b) no change
- (c) no change
- (d) The time worked in excess of eight hours on the employee's second of two scheduled days off counting from the first day of the basic workweek shall be paid at the rate of two times the employee's straight rate of pay provided such employee has performed work on the first scheduled day off. Employees scheduled to have four consecutive days shall be entitled, in addition to the above, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight hours on the fourth scheduled day off, provided that such employee has also performed work on the third scheduled day off. For employees on an alternative work schedule: If an employee performs work on any non-workday, the employee will receive double time after eight hours worked on the next day, provided that day is also a non-workday. Double-time after eight hours worked will continue until such time as the employee performs no work on a non-workday or a regular workday occurs. See examples in Letter Agreement 04-10. (Amended 1-1-12)
  - (e) no change

# TITLE 308. OVERTIME

# 308.2 RATE AND DOUBLE-TIME CONDITIONS

- (a) no change
- (b) no change

- no change (c)
- The time worked in excess of eight hours on the employee's second of two scheduled days off counting from the first day of the basic workweek shall be paid at the rate of two times the employee's straight rate of pay provided such employee has performed work on the first scheduled day off. Employees scheduled to have four consecutive days shall be entitled, in addition to the above, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight hours on the fourth day off, provided that such employee has also performed work on the third scheduled day off. For employees on an alternative work schedule: If an employee performs work on any non-workday, the employee will receive double time after eight hours worked on the next day, provided that day is also a non-workday. Double-time after eight hours worked will continue until such time as the employee performs no work on a non-workday or a regular workday occurs. See examples in Letter Agreement 04-10. (Amended 1-1-12 1-1-80)
- For purposes of this Section, an employee's "regular hours of work" shall be the same on a non-workday as those regularly scheduled for such employee on a workday.

# Exhibit II

# **LINE CONSTRUCTION (Amended 1-1-12)**

- Humboldt, North Bay and San Francisco Divisions. Shasta, De Sabla, Colgate, Drum and Sacramento. San Joaquin and Stockton
- 1) 2) 3) 4) 5)
- San Jose and Coast Valleys
- Paint Section: Humboldt, North Bay, San Francisco, Drum, Sacramento, Shasta, De Sabla, Stockton, Colgate, and East Bay
- 6) 7) **8)** Paint Section: Coast Valleys, San Jose, and San Joaquin
- East Bay
- Tower Construction

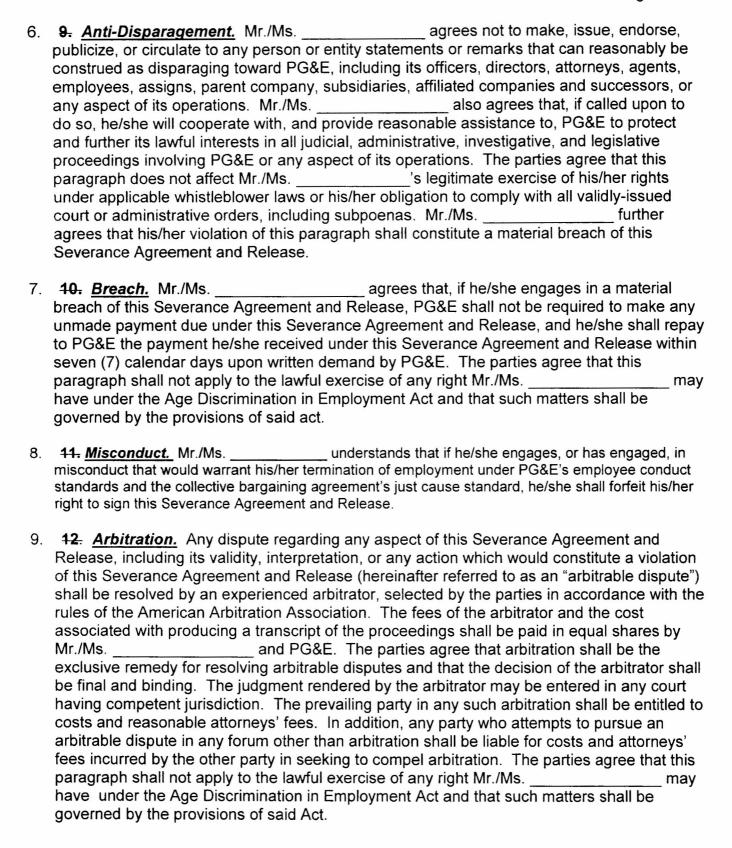
# EXHIBIT XIV SEVERANCE

# **ATTACHMENT 1**

# SEVERANCE AGREEMENT AND RELEASE (Amended 10-1-03 1-1-12)

(coll	Severance Agreement and Release is made and entered into between Mr./Ms. and the Pacific Gas and Electric Company (PG&E). Mr./Ms and PG&E ectively referred to as "the parties"), in their wish to compromise, resolve, settle, and terminate any ute or claim between them with respect to Mr./Msemployment with PG&E and terance therefrom, have agreed as follows:
1.	Severance Payment: Effective close of business on,Mr./Msshall be laid off from PG&E employment.
	2. On, or seven calendar days following the execution of this Severance Agreement and Release, whichever is later, PG&E shall pay to Mr./Msthe amount of, less applicable deductions. Mr./Msagrees that he/she is shall be responsible for paying any taxes on the amount paid to him/her pursuant to this Severance Agreement and Release. If Mr./Ms is rehired within 30 calendar days of layoff, then PG&E's obligation to pay is null and void. The parties agree that the payment provided in this paragraph is in addition to, and does not affect, any payment and benefit to which Mr./Ms may be otherwise entitled under PG&E's compensation, performance incentive, stock option, and other benefit programs.
2.	3. No Pending Claims. Mr./Ms represents that he/she does not have any pending claim, charge or action in or with any federal, state or local court or any administrative agency relating to his/her employment against PG&E, its officers, attorneys, agents, employees, subsidiaries, parent company, assigns, affiliated companies and successors. If Mr./Ms does have pending claims described in the preceding sentence, Mr./Ms agrees that such claims are covered by the release aspect of this Severance Agreement and Release and that he/she shall take all necessary action to seek dismissal with prejudice of each claim, within two business days after the effective date of this Severance Agreement and Release.
3.	4. Release. In consideration for the payment which PG&E shall provide Mr./Msunder this Severance Agreement and Release, Mr./Msin on behalf of his/herself, his/her heirs, estate, executors, administrators, successors, and assigns, releases and agrees to hold harmless PG&E, its officers, attorneys, agents, employees, subsidiaries, parent company, assigns, affiliated companies, and successors, from all actions, causes of action, claims, disputes, judgments, obligations, damages, liabilities of whatsoever kind and character, relating to Mr./Msemployment with PG&E, including his/her employment severance and any action which led to the severance. Specifically, Mr./Msunderstands and agrees that the

actions, causes of action, claims, disputes, judgments, obligations, damages, and liabilities covered by the preceding sentence include, but are not limited to, those arising under any federal, state, or local law, regulation, or order relating to civil rights (including but not limited to employment discrimination on the basis of race, color, religion, age, sex, national origin, ancestry, physical or mental handicap or disability, medical condition, veteran status, marital status, pregnancy, and sexual orientation), wage and hour, labor, contract, or tort. understands and agrees that the Severance Agreement and Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Such section reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known to his/her must have materially affected his/her settlement with the debtor. 6. Mr./Ms. \_\_\_\_\_ agrees not to initiate, participate or aid, in any way, in any lawsuit or proceeding upon any claim released by him/her under this Severance Agreement and Release. The preceding sentence, however, shall not prohibit Mr./Ms. from participating in any judicial or administrative proceeding that relates to the subject matter of, or any claim covered by, this Severance Agreement and Release, if he/she is compelled to do so by a properly-issued subpoena or valid court order. PG&E also acknowledges that Mr./Ms. \_\_\_\_ may be legally required to appear and testify at a deposition, court hearing or trial, or otherwise respond to a subpoena. In the event of any such subpoena, court order, or request, Mr./Ms. \_\_\_\_\_ shall notify PG&E's Human Resources Department as soon as possible. 4. **7.** <u>Return of PG&E Property.</u> Mr./Ms. \_\_\_\_\_ represents and agrees that prior to signing this Severance Agreement and Release, he/she returned to PG&E all originals and copies of all files, memoranda, records, software, credit cards, identification cards, keys, and any other property of PG&E or its affiliates which he/she had in his/her possession, custody or control. Mr./Ms. further agrees that his/her violation of this paragraph shall constitute a material breach of this Severance Agreement and Release. 5. **8.** *Non Disclosure.* Mr./Ms. \_\_\_\_ agrees not to use, disclose, publicize, or circulate any secret, confidential or proprietary information concerning PG&E, its subsidiaries, parent company, or affiliates, which has come to his/her attention during his/her employment with PG&E, unless his/her doing so is consistent with any rights he/she may have under any applicable whistleblower laws, is authorized in writing by PG&E or is required by law, including subpoena. Before making any legally-required disclosure, Mr./Ms. shall give PG&E as much advance notice as possible. Mr./Ms. further agrees that his/her violation of this paragraph shall constitute a material breach of this Severance Agreement and Release.



10	. <b>13.</b> <i>Repayment.</i> Mr./Ms.	agrees that if he/she initiates an
	administrative, judicial, arbitral, or other similar	proceeding to bring a claim released by
	this Severance Agreement and Release or to d	
	Agreement and Release, PG&E shall not be re	
	under this Severance Agreement and Release	
	he/she received under this Severance Agreem	
	initiation of the proceeding. Mr./Ms.	
	repayment shall be a basis for rejecting his/her	
	validity of this Severance Agreement and Rele	ase Mr /Ms
	that, if the claim he/she brought or his/her atter	
	Agreement and Release is rejected, he/she sh	
	expense, including, without limitation, reasonal	
	proceeding, within seven (7) calendar days from	
	attempt. Further, notwithstanding the foregoing	
	against PG&E a monetary judgment or settlem	
	Agreement and Release, the payment he/she	
	Release shall be deducted from any such mon	
	agree that this paragraph shall not apply to the	
		rimination in Employment Act and that such
	matters shall be governed by the provisions of	
11.	. 14. No Admission of Liability. This Severa	
	considered an admission of liability or a violation	on of any applicable contract, law, rule,
	regulation, guideline, or order of any kind.	
10	45 Older Werkers Benefit Brotestion Act	(Ama 40 ar ayar) Mr /Ma
12.	. 45. Older Workers Benefit Protection Act	he/she may have arising under the Age
	Discrimination in Employment Act before he/sh	, ,
	Release are covered by paragraphs <u>3</u> 4 and {	
	and that his/her waiver of those age discrimina	
	aspect of this Severance Agreement and Rele	
	Workers Benefit Protection Act, Mr./Ms.	
		, and understands that he/she has
	45 calendar days from until	to consider the
	Severance Agreement and Release Further	, to consider the Mr./Ms understands that,
	if he/she signs this Severance Agreement and	Release, he/she may revoke it within seven
	(7) calendar days of the agreement's execution	
	Release, Mr./Ms must subm	
	a signed statement to that effect by close of bu	isiness of the seventh (7 <sup>th</sup> ) day. Mr./Ms.
		that this Severance Agreement and Release
	will not take effect until the expiration of the se	ven-day revocation period. Further, Mr./Ms.
	may elect to consider the	severance package for fewer than 45 days, at
	his/her own option, but is under no obligation to	o shorten the period. If Mr./Ms.
	elects to consider the severand	ce package for fewer than 45 days at his/her
	option and executes this Severance Agreemer	it and Release before the 45-day

L/A R1-12-24-PGE Attachment B Page Nine

Social Security	
PACIFIC GAS AND ELECTRIC COMPANY	EMPLOYEE- <u>First Name</u> Last Name (Pernr)
PLEASE READ CAREFULLY. THIS SEV RELEASE OF ALL KNOWN AND UNKNO	VERANCE AGREEMENT AND RELEASE INCLUDES A DWN CLAIMS.
read this Severance Agreement and necessary time to consider its content has been advised that he/she should	Mr./Ms states that he/she has d Release in its entirety, that he/she has been given the ents, that he/she fully understands its terms, that he/she ld consult legal counsel of his/her choosing, that the only are those stated herein, and that he/she is signing this e voluntarily.
agreement between the parties and understandings between the parties Agreement and Release. This Severany right either party has or may had claims and Supplemental Benefit pathis Severance Agreement and Release.	erance Agreement and Release sets forth the entire I fully supersedes any and all prior agreements or spertaining to the subject matter of this Severance erance Agreement and Release, however, shall not affect ave against the other regarding Workers' Compensation ayments made for those claims. The parties agree that ease may not be modified or canceled in any manner ls and an authorized PG&E official. If d to be unenforceable, all other provisions will remain
the 45-day consideration period, bu expired. In no event, however, shall he/she has completed his/her conshis/her option, as well as the seven-	Il Mr./Ms receive the payment until sideration period, which may be less than 45 days at -day revocation period.

SUPPLEMENT TO TITLE 205 BIDDING UNITS (1)	L/A R1-12-24-PGE Attachment B Page Ten
BIDDING UNIT ONE	
No change.	
BIDDING UNIT TWO (2)	
No change.	
BIDDING UNIT THREE  No change.	

**BIDDING UNIT FOUR** 

No change.

**BIDDING UNIT FIVE** 

No change.

**BIDDING UNIT SIX** 

No change.

**BIDDING UNIT SEVEN** 

No change.

**BIDDING UNIT EIGHT** 

No change.

**BIDDING UNIT NINE** 

No change.

**BIDDING UNIT TEN** 

No change.

**BIDDING UNIT ELEVEN** 

No change.

**BIDDING UNIT TWELVE** 

No change.

**BIDDING UNIT THIRTEEN (4)** 

No change.

# **BIDDING UNIT FOURTEEN**

No change.

**BIDDING UNIT FIFTEEN** 

No change.

**BIDDING UNIT SIXTEEN** 

No change.

**BIDDING UNIT SEVENTEEN** 

No change.

**BIDDING UNIT EIGHTEEN (3)** 

No change.

**BIDDING UNIT NINETEEN** 

No change.

**BIDDING UNIT TWENTY** 

No change.

NOTES:

No change.

**BIDDING UNIT TWENTY-ONE (Added 1-1-12)** 

**ENVIRONMENTAL FIELD SPECIALIST UNIT**