



**Pacific Gas and
Electric Company.**

LETTER AGREEMENT NO. R2-09-02-PGE



PACIFIC GAS AND ELECTRIC COMPANY
LABOR RELATIONS DEPARTMENT
MAIL CODE N2Z
P. O. BOX 770000
SAN FRANCISCO, CA 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 18, 2009

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:

The Company and Union recognize that a unique set of circumstances has arisen which requires the Company to survey the system's gas distribution lines within the next two years ("the Project"). The parties recognize that the gas leak survey work and the mark and locate work at issue has traditionally been Title 200 work. The intent of the Company is not to take the gas leak survey or mark and locate work out of the Title 200 division workforce and assign it to Title 300 General Construction workforce. Rather, because of the limited and exceptional nature of this Project and peak periods, the parties agree that the gas leak survey and mark and locate work may be assigned to Title 300 employees for the duration of this Project. This agreement will not reduce the number of Title 200 employees in Gas T&D by headquarters.

The Company proposes the following pursuant to Sections 204.4 and 304.4 of the Agreement in order to address the urgency of this Project and to allow for productive and efficient performance.

1. Title 300 Gas employees may perform gas leak survey ("Surveyor") and mark and locate (M&L) work after they receive proper training and become Operator qualified.
2. The parties will continue on-going discussions regarding co-mingling. The parties are in agreement that in the case of emergency work, such as a major outage, the co-mingling of the workforce requires only notification to the Union. For this project, Title 300 employees will generally not use Title 200 equipment and tools, but may do so, especially with specialized tools. Additionally, Title 300 employees will share Title 200 assembly points and work localities. Employees will work under the provisions of the respective contract Titles. The provisions of Titles 208, 212 and 308 will apply. Separate supervision will be maintained in most cases. Inclement weather provisions of Title 200 will apply in this case. Clerical support will be provided in accordance with Letter Agreement No. 06 -19. If Title 300 employees are scheduled to work overtime, then the Title 200 in the appropriate classification will be offered the same overtime.
3. While it is the intent of the Company to complete this Project by October 2010, it may take a longer period of time. The Title 300 Gas employees may perform the Surveyor and M&L work for the duration of the Project. Title 300 employees will move back to their Promo Demo Area once the Project is complete and the normal cycle of surveying is in place.
4. The employees and supervisor of the Leak Surveyors shall as a part of this Project discuss the possibility of a 4-day, 10-hour schedule consistent with the provisions of Letter Agreement No. 93-96.

- 5. The Company will apply the vehicle "take home" policy to Title 200, and may apply it to Title 300 Surveyors and M&Ls to allow them to report directly to the field at the start of a shift. Surveyors and M&Ls are expected to end the day (last hour of their shift) in the service center to allow for instrument calibration and completion of paper work.
- 6. Title 300 employees on this Project will be covered under the Special Assignment provisions of Title 301 for the duration of the assignment.
- 7. Should the Company need additional Title 300 employees, it will seek volunteers based on seniority. In the absence of adequate volunteers, the Company will make assignments.
- 8. If the number of Title 300 Operator qualified Surveyors falls below 45, an employee awarded a job through the job bidding and transfer system will be held until the end of the Project and the employee will be paid at the rate of the job awarded if that is higher than their current rate. The employee will be placed in the awarded job at the end of this assignment. This will be applicable to positions filled under the provision of Section 205.7, 305.5 and 305.7.
- 9. New technology will be addressed in accordance with Section 206.18.
- 10. Quality of work is of the utmost importance to the Company. As a result, the Company has created and implemented "Best Practices" with respect to the gas leak survey and mark and locate work across all 17 Divisions. Such Practices will include, but not be limited to, rate of production and quality assurance. The Company will continue to consider the merits of a separate compliance department for Gas T&D.
- 11. To the extent possible, it is the Company's intent to staff this Project with Company employees. As Title 200 and 300 employees are trained and begin performing Surveyor and M&L work, the Company anticipates phasing out contract employees such as Southern Cross. The Company will review staffing for Gas T&D in accordance with the amended Exhibit XVI Committee.
- 12. Leak Survey and M&L training will continue to be provided to Title 200 employees. When the Title 300 employees are performing this work in a headquarters the Title 200 Utility Workers in that headquarters shall be upgraded to Fieldperson consistent with the provisions of Section 205.3 of the Agreement.
- 13. A Title 300 employee may be assigned Leak Repair work if Operator qualified or if assigned with a Title 200 Operator qualified employee.

If you are in accord with the foregoing and agree thereto, please so indicate in the space provided 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

February 19, 2009

By: 
Tom Dalzell
Business Manager



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Mr. Tom Dalzell

-2-

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2/19/09, 2009

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