## PACIFIC GAS AND ELECTRIC COMPANY

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July 27, 1984

Local Union No. 1245 International Brotherhood of Electrical Workers, AFL-CIO P. O. Box 4790 Walnut Creek, California 94596

) **17 3** \_, 1984

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Company proposes the following as settlement of our recent disagreements on the broad issue of inclement weather:

1. Company will cancel the letters dated December 7, 1983 issued by the Managers of Electric T&D and Gas Distribution.

2. All grievances filed as a result of these letters and Company's "Inclement Weather Practices" letter dated October 28, 1983 will be considered closed and settled based upon this agreement.

3. Union will withdraw any Unfair Labor Practice charges filed in connection with this matter.

4. The Company's inclement weather practice shall remain unchanged from the practice that was in effect prior to October 1, 1983.

5. Company will provide appropriate rain gear to those employees who normally work in unprotected areas.

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 Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

Manager of Industrial Relations

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

By Business

## PACIFIC GAS AND ELECTRIC COMPANY

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I. WAYLAND BONBRIGHT MANAGER INDUSTRIAL RELATIONS

July 27, 1984

Mr. Jack McNally, Business Manager Local Union No. 1245 International Brotherhood of Electrical Workers, AFL-CIO P. O. Box 4790 Walnut Creek, California 94596

Dear Mr. McNally:

In accordance with our discussions with Messrs. Mitchell and Mederos on July 11, I am enclosing a revised Letter Agreement 84-29. As you may recall, Paragraph 5 of the previous version of this letter agreement dated June 14, 1984 went on to say: "This will provide the supervisor, working foreman, or lead person at the job site with proper employee protection as a factor which may be considered when performing work not involving restoration of service or emergency response and determining what work can be done either for the job to continue or be completed prior to stopping the work during rainy weather."

During our discussions, the Company agreed to remove this language, but stated that the two operating managers intended to meet on a system basis with supervisors and selected bargaining-unit members in the Gas and Electric T&D groups to convey this message. It is not the Company's intent that any part of this letter and, particularly, the quote above, is to be interpreted as meaning that "there is no such thing as inclement weather," as at least one of our supervisors is being quoted as saying on several occasions during our discussions on this problem.

The Company clearly hopes that the issuance of rain gear will encourage T&D employees to perform more work in inclement weather of a "lower degree" or to button up jobs already begun.

It is also the Company's hope that the subject of inclement weather will be part of our ongoing dialogue on productivity.

It is our understanding that Union wishes to refer the issue of the tents to arbitration and I suggest that Mr. Dalzell contact Mr. Brown to make the usual arrangements on this matter. I am having difficulty understanding the Union's position on this matter since all it can do is convey the impression to the uninformed that the Union opposes improved productivity on the part of its members. During the recent very hot weather in the Valley some members of the bargaining unit requested that they be permitted to use the tents to provide shade when performing the types of work for which we had originally designed the tents.

Sincerely,

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