



# LETTER AGREEMENT NOR2-95-54-PGE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
INDUSTRIAL RELATIONS DEPARTMENT  
201 MISSION STREET, ROOM 1513A  
MAIL CODE P15A  
P.O. BOX 770000  
SAN FRANCISCO, CALIFORNIA 94177  
(415) 973-3425

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W  
P.O. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(510) 933-6060

MEL BRADLEY, MANAGER OR  
DAVID J. BERGMAN, DIRECTOR AND CHIEF NEGOTIATOR

JACK MCNALLY, BUSINESS MANAGER

May 22, 1995

Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 4790  
Walnut Creek, CA 94598

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

In recognition of the agreement reached on April 5, 1995, relative to a new Labor-Management partnership to maintain, operate and install the gas and electric systems to insure delivery of safe, reliable, and responsive service to PG&E customers coupled with the need to achieve the Company's Blue Print for Business Success and the need to enhance bargaining unit employment security, the Company proposes the following changes to the Physical Labor Agreement as it relates to the CES Business Unit.

The Company proposes to replace the provisions of Section 106.12 and 207.2 of the Agreement for employees in Customer Energy Services Gas and Electric T&D Departments.

1. 106.12 Temporary Additional Employees in Gas and Electric T&D Departments

Customer Energy Services Gas and Electric T&D Departments

Company may hire temporary additional employees in accordance with the following conditions:

- (a) Company shall first fill all temporary vacancies pursuant to Section 305.4 whenever possible.
- (b) Temporary additional employees will not attain regular status. Temporary additional employees will not be eligible for sick pay, holiday pay, vacation pay, insurance coverage, pension coverage, except as specifically provided in this Letter Agreement.
- (c) Temporary additional employees will be hired from the Union's Hiring Hall.

- (d) Temporary additional employees will be paid at the appropriate Exhibit X rate for General Construction, Field Employees.
- (e) Temporary additional employees will be subject to the provisions of Title 300 of the Agreement. However, employees may be loaned to division consistent with Letter Agreement No. 95-60.
- (f) Temporary additional employees will receive a premium equivalent to the outside line benefit cost (currently \$7.30 per hour worked).
- (g) Temporary additional employees will not be eligible for expenses under the provisions of Title 301 unless transferred between job locations during a continuous course of employment. Employees hired or rehired under this agreement will be subject to the Subsection 301.3(c)(2) provisions. A dispatch assignment will not entitle a temporary additional employee to expenses.
- (h) Company shall utilize temporary additional employees in place of any agency employees.

2. 107 Miscellaneous

Customer Energy Services Gas and Electric T&D Departments

It is recognized that Company has the right to have work done by outside contractors. In the exercise of such right Company will not make a contract with any other firm or individual for the purpose of dispensing with the services of employees who are engaged in maintenance, operating, or construction work. Section 1 of this Agreement is considered contracting.

- (a) Company shall not layoff in a CES department if that department is contracting work normally performed by the bargaining unit. The Company shall be able to reduce through attrition even if contracting is occurring.
- (b) CES Departments for the purpose of this agreement are:

ELECTRIC

- 1. Transmission & Distribution  
GC Line Construction  
(except Paint)

GAS

- 1. Transmission & Distribution  
GC Gas Construction

- (c) If CES initiates layoffs, that CES department will be required to utilize Sections 206.13 and 306.14 prior to resuming contracting in that department. CES will be required to rehire those interested and qualified laid off workers up to the number of CES initiated layoffs.

May 22, 1995  
R2-95-54-PGE

(d) Inspection of new business work will be done by the bargaining unit.


3. Title 8

CES Systemwide Title 8 Committee will identify work normally performed and normally contracted by June 1996, and appoint Overview Committee by July, 1995. The Overview Committee of two Company and two Union representatives will review issues such as the use of the hiring hall, contracting, determining the work normally performed and rehiring provisions. The Overview Committee will expedite the resolution of local disputes which may be effecting compliance with the agreement.

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:   
Director and Chief Negotiator

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

May 22, 1995

By:   
Business Manager

PG&E Staff (December 17 1995)

FYI is attached is a form 1245 is asking PG&E temporary employees to sign and 1245's referral policy for PG&E temporary work. Julie and Sherri are to handle procedure matters and staff to handle matters regarding the application and interpretation of our agreements with PG&E.

Thanks, Darrel

## **IBEW LOCAL 1245 • PG&E TEMPORARY WORK**

Temporary work at PG&E covered by the IBEW Local 1245 bargaining units involve the following:

- **Local 1245 refers applicants for temporary work and PG&E determines if the applicant is to be hired and for how long. Temporary work is deemed to be work that will not require regular full-time employment over a significant period of time. Passing of certain tests may be required to ascertain qualifications; additionally, drug and/or alcohol testing may be required.**
- **PG&E makes the sole determination if individuals are suitable to work in any classification hired into and PG&E may terminate an individual's temporary employment at any time.**
- **PG&E may determine if individual is not to be referred by Local 1245 for temporary work. In such event, PG&E is notify both Local 1245 and the individual in writing.**
- **When working as a temporary employee, individuals will not be eligible to be called for other temporary work at PG&E.**
- **Individuals are required to provide suitable written proof of work experience, training, and skills. Falsification of such information may result in suspension or forfeiture of consideration for referrals to PG&E. Additionally, updates of this proof should be provided to Local 1245 by the applicant as soon as possible**
- **Failure to report to PG&E after being referred may result in forfeiture of future PG&E referrals.**
- **Individuals interested in PG&E permanent positions must apply directly with PG&E.**

I have read the above and understand this information applies for PG&E temporary work.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_