

R1-95-145-PGE

November 20, 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:

The Company and IBEW, Local 1245 recognize a need to continue to utilize temporary employees to meet the interests of both parties. Some of the factors include: (1) to have qualified personnel perform work that is temporary in nature; (2) to have work performed in classifications that will be modified or eliminated as a result of technological advances; (3) to avoid the implementation of the demotion and layoff procedures as a result of adding employees to the regular work force for work that will not continue in the near future; (4) to provide employment security for the regular work force and to maintain the standard of living for such work force; and (5) to work together cooperatively to meet the objectives of both parties.

It is not the intent of the parties to have temporary employees replace permanent employees. Notwithstanding any other understanding between the parties, Company shall not involuntarily layoff any employee for lack of work in a department where temporary employees are being utilized in that same department.

Accordingly this proposal expands the provisions of Letter Agreement 95-54 regarding temporary employment within the IBEW Bargaining Unit at PG&E. The Physical and Clerical Agreements shall apply for temporary employment unless otherwise specifically agreed to by the Company and Union in writing.

A. REQUEST FOR TEMPORARY EMPLOYMENT

When the Company needs temporary employees, Company shall initially request Local 1245 to refer applicants for such work pursuant to this agreement. The request shall include:

1. The classification needed;
2. Special skills or training required;
3. The work location;
4. The reporting date and who to report to;
5. The duration of the work, if known;

Company shall notify the Union by 2:00 p. m. on Friday for referral of applicants to be made during the following week.

The Company may continue to hire employees under the provisions of Section 106.12 of the Physical Agreement and utilize the provisions of Section 24.5 of the Clerical Agreement in lieu of the use of this agreement. The hiring of temporary employees under the terms of this letter agreement is considered contracting pursuant to Section 207.2 of the Physical Agreement.

B. CLASSIFICATIONS, QUALIFICATIONS AND PAY RATES

The classification, qualifications and pay rates shall be those already negotiated by the parties as contained in the Physical and Clerical Agreements unless otherwise specifically agreed to by the parties.

Pay rates shall be single rate with some exceptions identified by separate classification codes. Temporary employees hired will be paid at the top of rate for the classification being hired into if they meet the requirement under section C1 or C2 of this agreement or have worked for 12 consecutive months in the classification. If the employee falls under C3 or C4 that person will be paid at the beginning rate for the classification. There will be no progressive wage increases for classifications covered under this agreement.

C. PRIORITY OF REFERRALS

Applicants for temporary employment at PG&E shall be prioritized in the following groups:

1. Previous PG&E employees that worked in the same or higher classification in the previous 60 months.
2. Previous PG&E employees that worked in the same or higher classification.
3. Individuals that have performed the work of the same or higher classification at other Utilities and meet PG&E's agreed-to qualifications. Individuals that meet PG&E's agreed-to qualifications and have previous related experience.
4. Inexperienced individuals that meet PG&E's agreed-to entry qualifications.

In administering this referral procedure Union will develop procedures to provide a consistent method of referring applicants and assuring that applicants are not discriminated against. This procedure will be consistent with the provisions of Section 1.2 of the Agreements.

D. REJECTION OF REFERRALS

Company may reject any referral that is determined by the Company to be unsuitable for employment. Company may terminate the employment of any temporary employee when determined by the Company such individual is not suited for continued employment. In such event the Company will pay a reporting referral fee of \$100.00. If the individual works that day, a minimum of four hours will be paid.

The Company will not be required to pay the reporting referral fee if the individual arrives late to work, unfit for duty or without the proper tools and equipment.

Company may also notify the Union in writing of any individual determined by the Company who should not be referred to PG&E for employment per the following:

1. Each notification must be in writing to the Union with a copy to the individual;
2. The notification will be in effect for one year from the date of receipt by the Union;
3. The notification must be specific as to what classifications an individual is not to be referred to.

Former PG&E employees who were discharged for cause and are not eligible for rehire shall not be referred to the Company for temporary employment provided the Union has been notified in writing.

Additionally, Company shall furnish Union written confirmation of all temporary hiring and terminations provided for under the provisions of this Agreement.

E. APPEALS COMMITTEE

An Appeals Committee shall be established composed three members, one member appointed by the union, one member appointed by the Company and a public member appointed by both the Union and Company.

The Appeals Committee shall consider any complaint arising out of the administration of a referral by the Union to the Company that is submitted by any employee or applicant for employment as long as such complaint is received by Union in writing within thirty days of the date of the action causing such complaint. The Committee shall have the authority to make a final and binding decision on any such complaint which shall be complied with by the Company and Union. The Committee is authorized to issue procedural rules for the conduct of its business; but is not authorized to add to, subtract from or modify any provisions of the Agreement and its decision shall be in accord with this Agreement.

Cost associated with this committee shall be shared equally between the Company and Union.

F. FAILURE TO COMPLY WITH THIS AGREEMENT

In the event it is determined that the Company failed to comply with the provisions of this agreement that causes any individual to lose any benefit or compensation, such individual will be made whole by the Company for the loss of benefits or compensation.

G. TEMPORARY STATUS

Temporary employees shall not attain regular status or any entitlements that regular employees have, unless otherwise agreed to by the parties. These temporary employees will not be entitled to Supplemental Benefits as described in Titles 108 and 23.

Any temporary employee covered by this Agreement hired into a regular position will be considered as a new hire under all of the provisions of the Collective Bargaining Agreements.

H. TEMPORARY EMPLOYEE COMPENSATION

The following shall apply for temporary employees:

1. Employment shall commence upon orientation or work at the location and time requested by the Company. Pay provisions are those provided for in the IBEW-PG&E Agreements.
2. Temporary employees will receive the equivalent to the outside line benefit cost (currently \$7.30 rounded to the nearest hour worked) in lieu of benefits including participation in the Savings Fund Plan.
3. Company may not downgrade employees from the classification requested. However the Company may upgrade employees in accordance with the Agreements, for a period of time not to exceed a total of forty hours during any period of continuous employment.

Company and the Union will continue to explore the possibility of premium payments for benefits.

I. COMPANY - UNION COORDINATION

Company shall appoint three individuals and the Union will appoint three individuals to coordinate the application of this agreement. This shall include Company's requests for referrals and the Union's administration of the referral procedure.

J OVERVIEW COMMITTEE

A committee consisting of two Company and two Union members will address issues related to this 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: s/David J. Bergman
Chief Negotiator

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

November 28, 1995

By: s/Jack McNally
Business Manager