



**Pacific Gas and  
Electric Company™**

# LETTER AGREEMENT NO. 07-60-PGE

**IBEW**



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

November 14, 2007

Mr. Tom Dalzell, Business Manager  
Local Union No. 1245  
International Brotherhood of  
Electrical Workers, AFL-CIO  
P.O. Box 2547  
Vacaville, CA 95687

Dear Mr. Dalzell:

The Company is proposing a two month pilot program in Diablo Division and in Stockton Division to allow Gas Service Representatives to perform gas appliance parts replacement in conjunction with their regular work.

Details are contained in the attached document and below are some of the details of the pilot:

- This program will not require special training for GSRs to conduct this work. However, Company will be doing local refreshers on analysis of thermocouple issues for anyone who needs it.
- This is a two month pilot in Diablo Division (Concord and Antioch) and in Stockton Division.
- Company will be analyzing the program at mid and end points over the two month period to assess its effectiveness.
- The project has been given the green light under our Non Tariff Products and Services and GO 58A.
- Employees will not collect or carry any money. NEBS will bill customers for this service upon receipt of the signed contract.
- Company will not be soliciting this work outright. All activity will occur as a result of potential dealer referrals in conjunction with regular customer initiated service requests.

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/ Stephen A. Rayburn

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

November 29, 2007

By: /s/ Tom Dalzell

Tom Dalzell  
Business Manager



 <b>Pacific Gas and Electric Company</b>	<p><i>Field Services</i></p> <p><b>TAILBOARD</b></p> <p><b>GAS APPLIANCE PARTS REPLACEMENT PROGRAM</b></p>	<p><b>Issue Date:</b> TBD</p> <p><b>Tailboard by:</b> First Opportunity</p>
<p><b>Purpose</b></p>	<p>The purpose of this tailboard is to outline the actions to be taken when an employee encounters a defective connector, thermocouple, or valve on a gas appliance at a customer's premises. This program enables the replacement of these defective parts once the customer agrees by signing a one-page contract.</p>	
<p><b>Background...</b></p>	<p>G.O.58A states "Inspection of appliances does not include making repairs, without charge, other than those commonly referred to as adjustments to ensure safe and efficient use of the gas service." In order to be able to make repairs to gas appliances, the service is offered <u>for a charge</u> as part of PG&amp;E's Non-Tariff Products and Services catalogue, category N.C.10, "operation, maintenance, repair, inspection and construction of customer owned or third party facilities."</p>	
<p><b>The current process...</b></p>	<p>Currently, when a defective part is found, the practice is to instruct the customer to find a qualified service provider to perform the needed repair (i.e., "refer to dealer"). The exception to this practice is if the part is broken by the Field Services employee, when standard procedure is to replace the part at no charge to the customer.</p>	
<p><b>The effect on the Field...</b></p>	<p>This program enables Field Services personnel to provide valuable customer service. When a defective connector, thermocouple, or valve is found, we will offer on-the-spot Gas Appliance Parts Replacement service to the customer. See page 2 for <b>How This Service Works</b>.</p>	
<p><b>The effect on our Customers....</b></p>	<p>This program provides the customer with the opportunity to choose PG&amp;E to make the on-the-spot repair to the customer's gas appliance, as opposed to needing to contact a dealer. When the customer chooses to accept, Field Services will be to complete the work on the first visit to the customer.</p>	
<p><b>No change in how we Respond to appointments</b></p>	<p>As always, Field Services employees are expected to make a concerted effort to meet all customer appointments.</p>	
<p><b>Questions?</b></p>	<p>If you have any questions about the new gas appliance parts replacement program, please contact Steve Redding at X441-6486 or Rick Fuhrman X842-1565.</p>	

**How This Service Works...**

- Field Services employee goes to a customer-scheduled appointment.
- During inspection of gas appliances at the customer's premises, employee finds a defective connector, thermocouple, or valve.
- Employee informs the customer that the appliance has a defective part (or parts) needing replacement. The customer has two choices:
  - PG&E offers a service to replace the defective part(s), on-the-spot for \$95 for the first part and \$10 per part for any additional parts, or
  - Another alternative for the customer is to contact a qualified service provider (e.g. dealer or landlord's maintenance personnel) to make the same repair.
  - If the customer asks about a dealer price, Field Services employee might suggest that the customer call a dealer to get a quote, during which time the employee can continue inspection of other appliances.
- If the customer declines to accept PG&E's offer to replace a defective part, no action beyond the scheduled appointment is taken.
- If the customer accepts PG&E's offer to replace a defective part, Field Services employee will complete and sign a one-page contract, Agreement to Perform Non-Tariff Work, a copy of which is attached as page 3 to this Tailboard (items to be filled out are highlighted).
- Employee tenders the contract to the customer for signatory authorization. If this is a commercial, please have the customer include his/her title.
- Once contract is signed, Field Services employee completes the part replacement work. Note: The defective part must be left with the customer. Please remember to do so.
- Enter APRP (Appliance Parts Replacement Program) in first 4 characters of remarks section of completed FAS orders, followed by the part that was replaced. An example of remarks is: APRP – thermocouple.
- The top copy (original) of the contract is given to the customer.
- The second copy of the contract is for billing purposes and must be turned in to the local supervisor within 3 working days. The supervisor will mail the second copy to:
  - Customer Fund Management
  - Concord RMC
  - 1850 Gateway Blvd.
  - Concord

Field Services

This Agreement is between \_\_\_\_\_ (“Customer”) and Pacific Gas and Electric Company (“PG&E”).

**Scope of Work:** Under this Agreement, PG&E will provide Customer with the sale and installation of the specified part or parts (specified below) on a gas appliance owned by Customer. This service is provided pursuant to PG&E’s CPUC-authorized non-tariff products and services catalogue, category N.C.10, operation, maintenance, repair, inspection and construction of customer owned or third party facilities.

**Fee and Terms of Payment:** PG&E charges a flat fee of \$95.00 for the first part replaced and \$10 per part for any additional parts replaced. The total fee includes the specified part(s), labor, and applicable sales tax. Customer agrees to pay to PG&E the Total Price below (not to exceed \$499.00 total) as payment in full. PG&E will mail an invoice for payment to Customer at the Billing Address listed below, and Customer will pay the invoice in full within 30 days of its mailing by PG&E.

Part/Description	Mat Code	Qty.	Part/Description	Mat Code	Qty.
Connector 7/8” x 48”	434011		Thermocouple 18”	231857	
Connector 3/4” x 18”	430101		Thermocouple 24”	231858	
Connector 1/2” x 12”	430014		Thermocouple 36”	TBD	
Connector 1/2” x 18”	430013		Thermocouple 48”	TBD	
Connector 1/2” x 24”	434012		Valve 7/8” Tube x 3/4”	TBD	
Connector 1/2” x 36”	430007		Valve 1/2” Tube x 1/2”	TBD	
Connector 3/8” x 18”	434013		Valve 3/8” Tube x 3/4”	TBD	
Connector 3/8” x 36”	430008		Valve 3/8” Tube x 1/2”	TBD	

Total Price: 1 x \$95.00 + \_\_\_\_\_ x \$10.00 = \$ \_\_\_\_\_

**Limited Warranty (90 days):** PG&E aims to please its customers. In the event Customer within 90 days of completion of PG&E’s work on Customer’s gas appliance is not fully satisfied with PG&E’s work, Customer may call PG&E at 1-800-743-5000 to express its concerns. If PG&E determines that either the part or installation it provided were defective, PG&E will replace and/or reinstall applicable parts at no additional charge to Customer, or (if PG&E so elects) will refund applicable fees paid by Customer.

**ARBITRATION REQUIREMENT:** ANY DISPUTE, OR ANY CLAIM BROUGHT BY CUSTOMER OR PG&E AGAINST THE OTHER, WHICH ARISES OUT OF OR RELATES TO THIS AGREEMENT, SHALL BE RESOLVED BY BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS APPLICABLE RULES, IN SAN FRANCISCO, CALIFORNIA, WITH THE PARTIES TO SHARE EQUALLY IN THE COSTS OF ARBITRATION AND WITH EACH PARTY TO BEAR ITS OWN ATTORNEYS’ FEES AND COSTS. CUSTOMER AND PG&E UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHTS TO A JURY TRIAL.

**LIMITATION OF LIABILITY:** THE LIMITED WARRANTY ABOVE SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER RELATED TO PG&E’S SALE AND INSTALLATION OF THE PARTS ABOVE. IT REPLACES, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ALL OTHER WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN ADDITION, **CUSTOMER’S AND PG&E’S LIABILITY** FOR ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION ACTIVE AND PASSIVE NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ALL INJURY, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PG&E’S WORK, **SHALL NOT EXCEED THE FEES CHARGED BY PG&E UNDER THIS AGREEMENT OR \$500 (WHICHEVER IS HIGHER).** CUSTOMER AND PG&E SHALL NOT BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND.

**Entire Agreement:** This Agreement is the only agreement and complete agreement between Customer and PG&E relating to the sale and installation of parts by PG&E for a gas appliance at Customer’s premise. In entering into this Agreement, Customer is not relying on any statements made by any representative of PG&E which are not set forth in writing here. This Agreement shall be governed by the laws of the State of California.

**By signing this Agreement below, Customer acknowledges that:** I am a PG&E customer and either own the gas appliances to be worked on by PG&E or have received permission from the owner to authorize PG&E’s work. I am responsible for the fee stated above. I am voluntarily choosing to sign this Agreement and retain PG&E for gas appliance work instead of having the work performed by other qualified providers available to me. I have read and I agree to all terms in this Agreement. I understand that this Agreement provides me and PG&E with certain legal rights and limits my liability and PG&E’s liability.

**CUSTOMER**

By: \_\_\_\_\_

Service Address: \_\_\_\_\_  
(print name / business customers, also print Title)

\_\_\_\_\_ Apt \_\_\_\_\_  
(# & street or PO Box)

\_\_\_\_\_ Zip \_\_\_\_\_  
(city & state)

Billing Address: \_\_\_\_\_  
(OR SAME)

\_\_\_\_\_ Apt \_\_\_\_\_  
(# & street or PO Box)

\_\_\_\_\_ Zip \_\_\_\_\_  
(city & state)

**PACIFIC GAS & ELECTRIC COMPANY**

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_  
(print name)

Date: \_\_\_\_\_

**PG&E Use Only:**  
 Order Number 8086395  
 Material Number [to be identified]  
 Cost Element 495[to be identified]