



**Jeffrey M. Delaney**  
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**10-15-ESC**

May 17, 2010

Mr. Joshua Sperry, Sr. Union Representative  
Engineers and Scientists of California  
Local 20, IFPTE, AFL-CIO & CLC  
835 Howard Street, 2nd Floor  
San Francisco, CA 94103

Dear Mr. Sperry:

The Company and Union have concluded negotiations for the Distribution Outage Coordinator bargaining. The agreed upon contract language for Exhibit Z-3 and job descriptions are included as attachments 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 AND ELECTRIC COMPANY

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

Jeffrey M. Delaney  
Principal Negotiator

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

ENGINEERS AND SCIENTISTS OF CALIFORNIA  
LOCAL 20, IFPTE, AFL-CIO and CLC

7/30, 2010

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

Joshua Sperry  
Sr. Union Representative

**Exhibit Z-3  
Distribution Outage Coordinator**

**1. Job Requirements:**

**a) Job Descriptions and Qualifications**

See attached.

Incumbent employees who do not meet the job qualifications for their current position shall be grandfathered for that position.

Other employees (ESC-Represented and Non-Represented) may continue to perform all work historically performed provided that this provision shall not be used by the Company solely to reduce bargaining unit positions.

The number of supervisors doing bargaining unit work will not exceed the historical practice of the number of supervisors who perform such work, and the percentage of bargaining unit work those supervisors perform as compared to their total workload will also be consistent with historic practice. In no event will bargaining unit work comprise more than 50% of a supervisor's duties.

**b) Performance Standards**

Employees shall continue to be covered by the management performance appraisal/development process. The performance appraisal form may be modified by the Company from time to time, but significant and or substantive changes to the standards used must first be bargained with the Union.

**2. Rates of Pay**

**a) Rate of Pay**

This classification is paid on a salary basis for all hours worked and the 2010 rate of pay is shown below:

2010 Rate of Pay	Minimum Annual/Month	Maximum Annual/Month
Distribution Outage Coordinator	\$60,000/\$5,000	\$77,508/\$6,459

Any general wage increase will apply to the base salary of employees organized under the Neutrality Agreement, i.e., no lump sum GWI or red-circled rates of pay, for the term of the agreement.

Employees making less than \$6,225/month, 3.75% less than the 2010 maximum, as of November 1, 2009, and who would have otherwise qualified for a PWI shall receive a 2.5% PWI (not to exceed the range maximum of \$6,459 per month) effective November 1, 2009. If, on March 1, 2010, such employee's rate of pay is still below the range maximum of \$6,459, the employee shall be entitled to an additional PWI of 2.5% (not to exceed the range maximum) effective March 1, 2010.\* Thereafter, such employee shall be entitled to a PWI in accordance with Subsection 15.4 (b)(2) if monthly, or Subsection 15.4 (b)(1), if weekly, of the Collective Bargaining Agreement.

\* Adjustments will be made subject to SAP programming restrictions. While not expected to occur, should the PWIs be delayed due to SAP programming restrictions, such adjustment shall be made retroactively.

Current incumbents with a rate of pay above the range maximum will not receive Progressive Wage increases.

The parties agree that if, under any circumstances, the classification moves from being paid on a salary basis to an hourly basis, absent other agreement, the compensation for hours worked will be based on each employee's then current annual salary divided by two thousand eighty (2080) hours.

The Company will not unilaterally convert this classification to hourly status, except as required by law. In the case of a conversion the Company and Union will meet within 30 days of notice of conversion from monthly to hourly status to finalize how other provisions of the Collective Bargaining Agreement which address hourly employees will apply to this classification.

Eligibility for Contingent Compensation, as defined below (b), will cease upon the date of conversion to non-exempt. A final incentive payment, if one is made, will be paid consistent with STIP guidelines and timing, with the payment prorated to the date of conversion.

#### **b) Contingent Compensation**

- The parties agree to continue the current compensation incentive plan except as specified below, and further agree not to make changes to how payments are determined (nine box grid) for the life of the agreement, e.g. no enhanced "flexibility" of supervisor grading.
- The Senior Vice President of Human Resources will review any determination that an employee would not receive an incentive plan payment.
- The parties agree to meet and discuss how system-wide incentive contingent compensation is to be paid in advance of the 2011 negotiations. Said discussions will take place in 2010 within 6 months of ratification and may include 3<sup>rd</sup> party assistance, as agreed to by the parties. Any studies commissioned on contingent compensation and related to the bargaining unit, shall be jointly commissioned by both parties but paid solely by the employer. These talks shall be considered ad hoc and cost for lost time to be paid by the employer. The Union committee will consist of no more than 6 PG&E employees, plus appropriate Union staff and consultants.
- Hourly employees shall not receive contingent compensation; their compensation will be all base pay.

#### **c) Overtime Pay Eligibility**

Positions currently considered exempt will remain monthly salaried positions.

The current exempt employee additional time worked policy will remain in place with these provisions:

- On a regular work day, all additional work time must be approved in advance and only approved time worked in excess of 2 hours beyond the end of a regular work day shall be considered as time worked for purposes of calculating overtime.
- On a non-work day, time must be approved in advance and all approved hours worked shall be considered time worked for purposes of calculating overtime.
- Overtime shall be paid at the straight time rate.

The first two additional hours worked on a regular workday are not compensation.

### **3. Hours**

The work hours of exempt employees covered by this exhibit may vary on any given day. Although each employee shall have a designated work schedule, he/she may be required to work a different schedule (including afternoon or evening start times), or work for more than eight hours on a workday, or work on a non-work day, as the occasion demands. Time worked beyond the employee's normal schedule may be eligible for compensation as defined in the "overtime" section of this exhibit.

With agreement between the Company and Union, "alternative work schedules" other than five eights, such as a four day, ten hour, or a nine day, eighty hour schedule may be implemented. Although the Company does not currently intend to change existing 4x10 and 9x80 schedules, these or any other alternative schedules may be canceled by the Company with 60 days advance notice. In addition, the alternative work schedule of an individual employee may be canceled based on the needs of the operation and/or the employee's performance. Employees who work an alternative work schedule shall be available to support business needs on their regular day off (RDO) by, for example, responding to phone calls or rescheduling their RDO as needed. Employees on 4x10 schedules will receive 8 hours of pay for holidays, consistent with current practice.

The provisions of Titles 7, 8.5, 16 and 17 of the agreement shall not be applicable to the exempt employees covered by this agreement.

Travel is an integral part of these positions and time spent traveling, other than commute to or from an employee's headquarters, may be considered time worked. Employees must receive prior approval from the appropriate level of supervision to record additional time. Payment for additional time will be consistent with the Overtime provisions in section 2 above. All additional time worked will be reduced by the employee's normal commute, unless the employee is called out under the provisions for assigned intermittent on-call or is otherwise called out to perform work on a non-work day.

Meals are reimbursable if for out of town or overnight business travel and for other approved business needs. Approval for reimbursement is required by an employee's supervisor. Meals involving only PG&E employees conducting internal PG&E business or staff related meetings are discouraged and are only reimbursable if approved in advance by the employee's Director or VP.

Telecommuting arrangements may be made pursuant to PG&E Corporation and Pacific Gas & Electric Company's Telecommuting Guidelines and Procedures. Either party may cancel a telecommuting arrangement. The Telecommuting Guidelines will be consistently applied.

Exempt employees shall not be charged vacation leave for increments used of less than four (4) hours.

Exempt employees shall be charged sick leave in four (4) hour increments, with no charge made for increments of less than four (4) hours. Once the four (4) hour threshold is met, additional sick leave will be charged in hourly increments. No deduction shall be made for an increment of less than four (4) hours from the wages of an employee who has exhausted his/her sick leave.

#### **4. Vacancies:**

When vacancies occur, a selection board which includes an equal number of management and union appointed employees from the unit will interview applicants, using jointly developed job qualifications and interview questions. If the selection board decides there are too many applicants to interview for a particular opening, it will decide which applicants to interview by screening applications against the selection criteria.

If no ESC-represented candidates apply, or if the selection board determines (as described below) that the ESC candidates are not qualified, additional candidates from outside the unit may be considered.

For all vacancies, the selection board shall evaluate and select the most qualified candidate based upon the selection criteria, interview performance and, for PG&E employees, current performance and seniority. In the event the board is deadlocked the Company will make the final decision, which shall be subject to the grievance procedure only to determine whether the Company considered all of the factors listed above before deciding.

In the event that this classification at any time in the future is converted to hourly status, the classification will be considered a beginning classification under the provisions of Section 21.13 of the agreement.

**5. Line of Progression/Reverse Line of Progression:**

The Distribution Outage Coordinator will be its own line of progression, reverse line of progression and bidding unit for the purposes of Title 21 and Title 22.

**6. Seniority**

Unless otherwise provided, Company seniority will be used in a manner consistent with the current ESC agreement.

**Attachment 1 - Job Description**

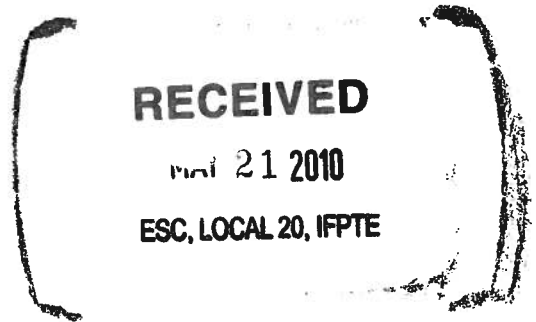
<b>DISTRIBUTION OUTAGE COORDINATOR (DOC)</b>	
<b>Summary</b>	<p>Primary point of contact to assist customers with understanding the impact of a planned distribution electrical outage. Acts as a liaison between Company and customers. Assigned DOC acts as customer advocate and is involved in scheduling planned shutdown dates and customer conflict resolution. Exercises independent judgment to ensure compliance with Utility Standard S-1418 (Notice to Customers, Planned Electric Service Interruption) and associated processes, and administers Quality Assurance Program QAS9 as mandated by the CPUC.</p> <p>This position works with internal stakeholders (e.g., Control Center Operators, W&amp;R Coordinators, M&amp;C, Mapping, Media Relations, Governmental Affairs, Service Planning, Claims and Services &amp; Sales personnel.)</p> <p>This position includes office work and appropriate site visits.</p>
<b>Job Functions</b>	<p><b>SAFETY</b> Safety is demonstrated and considered in completing all job assignments, as dictated in USP 22 and associated guidelines. Communicates potential safety issues to customers associated with planned outages.</p> <p><b>CUSTOMER CONTACT</b> Responsible for all aspects of planned electrical distribution outage communication with customers in accordance with S-1418. Assists customers with understanding the reasons for planned outages, and provides timely responses to customer inquiries.</p> <p>Partners with Services and Sales for communication with sensitive business customers, and involves Media Relations as needed on planned distribution outages with potential public interest.</p> <p>Working with internal PG&amp;E clients, is involved in negotiation of planned shutdown dates, balancing customer needs with M&amp;C's overall operational plan. Gains trust of outside parties to achieve a positive experience relating to planned outage. Makes decisions and applies judgment based on guidelines, understanding that final authority for scheduling is at Superintendent level or above.</p> <p>Exercises special care with key customer groups (e.g., commercial, industrial, schools, health and assisted living facilities). Facilitates resolution of customer concerns. Participates in dispute resolution on claims investigations and escalated legal matters.</p> <p><b>PLANNING</b> Participates in planning outage impact discussions on larger projects to address potential customer satisfaction risks. Reviews customer list that is generated for planned shutdown to assist in determining accuracy of affected customers within planned outage area. May also support review of clearance points. Notifies mapping for corrections if errors are identified. Provides appropriate safety and other customer information to construction personnel.</p> <p><b>COMPLIANCE MANAGEMENT</b> Promotes adherence to S-1418 by the energy delivery organization.</p> <p>Administers Quality Assurance Service Guarantee 9 (QAS9) of the Quality Assurance program as mandated by the CPUC and approves all QAS9 program payouts based on QAS9 requirements. Adheres to record retention requirements as outlined in S-1418.</p> <p><b>REPORTING AND ANALYSIS</b> Review planned outage performance metrics. Analyzes data and reports performance to local matrix organizations. Provide local management with guidance to improve results.</p>

	<p><b>PROCESS IMPROVEMENT</b></p> <p>Develops and implements training to M&amp;C personnel on tools associated with outage communication (ex: Application Planned Outage Planner). Develops and conducts training on S-1418 and associated outage-related metrics.</p> <p>Participates in local cross-collaboration teams to improve processes and improve overall results in the areas of outage planning and communication. Develops and conducts training on new tools, procedures and processes designed to improve planned outage performance. Takes ownership in customer advocate role in support of all planned electric distribution outage customer communications. Continually seeks out new and better ways of improving planned outage communication process.</p> <p>Maintains data integrity within specialized applications (e.g., Planned Outage Planner-POP) to provide accurate and timely information to Contact Centers.</p> <p>Work with other area Outage Coordinators to ensure consistency of process and share best practices.</p> <p><b>EMERGENCY RESPONSE</b></p> <p>May assist in outage restoration and/or communication during Operations Emergency Center (OEC) activations. During normal business hours, the OEC support role is in an Alternate capacity.</p>
<p><b>Knowledge / Abilities</b></p>	<p>Committed to providing superior customer service and commitment to excellence.</p> <p>Basic understanding of related elements of PG&amp;E's electrical system.</p> <p>Understanding of Advice Letter 1737-E (Rule 14), UO Standard S-1418 and CPUC mandated Quality Assurance Program Item QAS9.</p> <p>Strong focus on safety.</p> <p>Strong verbal and written communication skills.</p> <p>Strong analytical, organizational, facilitation, conflict resolution, coordinating and problem solving skills.</p> <p>Ability to work with limited supervision to meet project commitments.</p> <p>Demonstrates informed judgment when making decisions and recommendations.</p> <p>Works effectively in cross-functional teams.</p> <p>Computer skills and Application knowledge (Outlook, Word, Excel, CC&amp;B, DART, ILIS, OMT/OIS, BPM-PSL, ECCO Clearance Application).</p>
<p><b>Qualifications</b></p>	<p>A bachelor's degree from an accredited college or its equivalent in appropriate education and experience. Such experience may include 3 or more years in PG&amp;E Technical Services, Maintenance &amp; Construction, Customer Service or other relevant work. Must have strong customer contact, communication and analytical skills and the ability to lead/influence others.</p>

LETTER AGREEMENT TRANSMITTAL

DATE: May 17, 2010

ATTENTION: Mr. Joshua Sperry



Dear Josh:

Attached is a proposed Letter Agreement which is not to be implemented until Company and Union have reached agreement on this matter:

Letter Agreement Number: 10-15-ESC

Subject: Distribution Outage Coordinator Table Settlement.

Contact person's Name/Phone Number: Jeff Delaney  
(415) 973-5998

**Contact person's comments:**

*Jeff Delaney*  
Principal Negotiator