



LETTER AGREEMENT NO. 02-61-PGE



PACIFIC GAS AND ELECTRIC COMPANY
INDUSTRIAL RELATIONS DEPARTMENT
2850 SHADELANDS DRIVE, SUITE 100
WALNUT CREEK, CALIFORNIA 94598
(925) 974-4104

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245, I.B.E.W.
P.O. BOX 4790
WALNUT CREEK, CALIFORNIA 94596
925-933-6060

STEPHEN A. RAYBURN,
DIRECTOR AND CHIEF NEGOTIATOR

PERRY ZIMMERMAN,
BUSINESS MANAGER

November 27, 2002

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

Attention: Mr. Perry Zimmerman, Business Manager

Dear Mr. Zimmerman:

Consistent with the recommendation of the Review Committee in Decision Numbers 12763 and 12883, Company proposes the following to provide a permanent and consistent approach to compensating employees on alternate work schedules. This letter agreement also cancels and supersedes Pre-Review Committee Case No. 1960.

In each of the generic alternate work schedule letter agreements, 93-96 (10 hour), 93-97 (9 hour), and 93-98 (12 hour), under the topic of Overtime there is the statement:

"No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. In all other instances, overtime will be paid at the appropriate rate."

The Overtime section of each of the generic letter agreements go on to modify Subsection 208.1(b) and Subsection 12.1(b) of the Contracts so that overtime is paid for time worked in excess of regular scheduled hours on a workday instead of time worked in excess of eight consecutive hours. However, there was no change to the Contracts in the application of Section 208.2, the double time provisions.

In settling PRC 1960, the parties relied on the above quoted language from the generic agreements. In settling RC 12763 and 12883, the parties determined there are inconsistencies in pay application.

In order to provide a consistent approach, Company proposes that employees will be paid double time for all hours worked in excess of twelve consecutive hours worked and the payment of double time may occur during regularly scheduled work hours. This pay provision shall be effective with the ratification of the 2002 General Negotiations Table Agreement.

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 the Company.

Very truly yours,

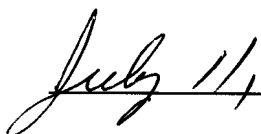
PACIFIC GAS & ELECTRIC COMPANY

By: 

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 ELECTRICALWORKERS, AFL-CIO

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By: 

Perry Zimmerman
Business Manager