

## PACIFIC GAS AND ELECTRIC COMPANY

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245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

May 13, 1977

Local Union No. 1245  
 International Brotherhood of  
 Electrical Workers, AFL-CIO  
 P. O. Box 4790  
 Walnut Creek, California 94596

Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

Should the U. S. Department of Labor discontinue the Consumer Price Index for the United States - all cities - (1967 = 100 base) on or before October, 1978, Company and Union will use the new Consumer Price Index for the United States - all cities - applicable to urban workers and shall determine whether or not such Index justifies reopening the Physical and Clerical Agreements for the discussion of wages on the basis of tables or formulas comparing the present Index with the new Index which have at that time been prepared and issued by the Bureau of Labor Statistics of the U. S. Department of Labor.

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 Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *Al B. Bright*  
 Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL  
 BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

July 6, 1977

By *L. L. Mitchell*  
 Business Manager

TITLE 202. HOURS

(Revised May 13, 1977)

Amend TITLE 202 - HOURS, Section 202.4, to read as follows:

202.4 Redesignate the present language as 202.4(a).

202.4(b) In addition to the hours and conditions outlined in Subsection 202.4(a) above, employees in the Electric Transmission and Distribution Departments and the Gas Transmission and Distribution Departments may be regularly scheduled to work the hours of 7:00 a.m. to 11:30 a.m. and from 12:00 noon to 3:30 p.m. or the hours of 9:30 a.m. to 1:00 p.m. and from 1:30 p.m. to 6:00 p.m. The basic workweek of employees assigned either of the regular schedule of hours listed above shall be from Monday through Friday. Company shall notify the Union of any change in hours provided for by this subsection thirty days prior to the institution of work hours which differ from those previously in effect at a headquarters.

Company further proposes to revise the clarifications of Title 202.

NOTE: It was agreed that, in general, assignment to hours of other than 8:00 a.m. - 5:00 p.m. would be offered to employees in order of Service. If there are insufficient volunteers, assignments will be made on the basis of least Service.

PART V

TITLE 500. TERM

(Revised May 13, 1977)

Amend PART V, TITLE 500 - TERM to read as follows: (TITLE 24 Clerical)

500.1 (24.1) This Agreement, having taken effect as of September 1, 1952 (July 1, 1953), and having thereafter been amended from time to time shall continue in effect as further amended herein for the term of January 1, 1977, to December 31, 1979, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term.

500.2 (24.2) Except as provided otherwise herein, if either party desires to amend this Agreement, it shall give notice thereof to the other party 120 days prior to the end of the then current term, in which event the parties shall commence negotiations on any proposed amendment as soon as practicable after such notice has been given. Failure of the parties to agree on such proposed amendment shall not cause termination of this Agreement unless either party has given notice of termination as provided in Section 500.1 (24.1).

500.3(a) (24.3(a)) Effective January 1, 1978, the wage rates established for January 1, 1977, in Exhibit X (Exhibit F) of this Agreement shall be increased by 7%.

(b) Effective January 1, 1979, the wage rates established for January 1, 1978, in Exhibit X (Exhibit F) of this Agreement shall be increased by 6.75%. However, if the Consumer Price Index for the United States - all cities - for the month of October, 1978, (1967 = 100 base) exceeds 196.0, or if such Index for any month prior to October, 1978, exceeds 196.0, Union may reopen this Agreement with respect to the sole subject of wages by giving written notice of such reopening to Company prior to November 30, 1978.

500.4 (24.4) Notwithstanding the provisions of Section 500.1 (24.1), either party may give to the other 30 days' written notice of the proposed amendment of this Agreement in the event that an administrative or judicial tribunal having jurisdiction so to do shall determine that the unit described in Section 2.1 (2.1) hereof is inappropriate for the purpose of collective bargaining.

500.5 (24.5) Any provision of this Agreement which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict.

500.6 (24.6) Notwithstanding the provisions of Section 500.1 (24.1), either party may forthwith terminate this Agreement in the event that the other breaches its obligation as set forth in Section 3.2 (3.2) hereof. Notice of termination shall be given in accordance with the terms of the Labor Management Relations Act of 1947, as last amended.

500.7 (24.7) This Agreement cancels and supersedes that certain agreement entered into on August 1, 1947 (August 21, 1947) by Company and Union, and all amendments, continuations and extensions thereof, or that agreement dated September 1, 1950, between Locals 1245 and 1324, I.B.E.W., and all amendments and extensions thereof.

(24.8) Company shall not by reason of the execution of this Agreement (1) abrogate or reduce the scope of any present plan or rule beneficial to employees, such as its vacation and sick leave policies or its retirement plan, or (2) reduce the wage rate of any employee covered hereby, or change the conditions of employment of any such employee to his disadvantage. The foregoing limitations shall not limit Company in making a change in a condition of employment if such change has been negotiated and agreed to by Company and Union.