



LETTER AGREEMENT No. 93-19-PGE



Pacific Gas and Electric Company
Industrial Relations Department
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International Brotherhood of
Electrical Workers, AFL-CIO
Local Union 1245, IBEW
P.O. Box 4790
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Ronald L. Bailey, Manager or
David J. Bergman, Director and Chief Negotiator

Jack McNally, Business Manager

February 11, 1993

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

Attention: Mr. Jack McNally

Gentlemen:

It has recently come to our attention that the provisions of Section 106.3(a)(1) and Section 17.3(a)(1), of the Physical and Clerical agreements, as written, does not reflect the understandings reached by the parties during the 1987 general negotiations.

In 1985, a Company letter clarified the application of these Sections as they applied to probationary employees. Company has consistently and continuously bridged service in accordance with the provisions of this letter, without challenge, based on the understanding reached in a San Joaquin grievance settlement which supported the 1985 letter's application.

In the 1987 general negotiations, the words "regular status" were placed into the language. Although the intent of the parties in making the changes to Sections 106.3 and 17.3 in the 1987 general negotiations was to correct an error in the wording which modified the language in the 1983 general bargaining, the inclusion of the words "regular status" newly defined the eligibility requirements.

Pursuant to discussions between the parties, Sections 106.3(a)(1) and Section 17.3(a)(1) should read as follows:

"If the employee has less than five years of Service at the time of layoff and has been absent less than one continuous year."

Company therefore proposes to continue the practice and apply the section as stated above, keeping in mind that bridging of service only occurs when an employee is laid off for lack of work and that resignations and discharges break service.

The following examples illustrate how, when service is bridged to an earlier date, the employee is eligible for other benefits such as paid sick leave and vacation entitlement:

EMPLOYEE A

10/27/89	Hired
12/30/89	Laid off for lack of work
03/19/90	Rehired
09/19/90	Regular status
	a) service bridged to 10/27/89
	b) eligible for paid holidays
	c) eligible for various benefit plans, i.e., employee rates, dental, etc.
10/27/90	Attain one year of service
	a) eligible for 80 hours paid sick leave
	b) eligible for paid vacation subject to the provisions of Subsection 111.2(a) and Section 111.5 (and corresponding Clerical sections).

EMPLOYEE B

- 09/01/89 Hired
- 12/16/89 Laid off for lack of work
- 05/14/90 Rehired
- 11/14/84 Regular status
 - a) service bridged to 9/1/89
 - b) eligible for paid holidays
 - c) eligible for various benefit plans, i.e., employee rates, dental, etc.
 - d) eligible for 80 hours paid sick leave
 - e) eligible for paid vacation subject to the provisions of Subsection 111.2(a) and Section 111.5 (and corresponding Clerical sections).

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 & ELECTRIC COMPANY

By 
Director and Chief Negotiator

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

April 19, 1993

By 
Business Manager