

LETTER AGREEMENT NO. 93-91-PGE



PACIFIC GAS AND ELECTRIC COMPANY INDUSTRIAL RELATIONS DEPARTMENT 201 MISSION STREET, ROOM 1513A MAIL CODE P15A P.O. BOX 770000 SAN FRANCISCO, CALIFORNIA 94177 (415) 973-3425 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W P.O. BOX 4790 WALNUT CREEK, CALIFORNIA 94596 (510) 933-6060

RONALD L. BAILEY, MANAGER OR DAVID J. BERGMAN, DIRECTOR AND CHIEF NEGOTIATOR

JACK MCNALLY, BUSINESS MANAGER

October 6, 1993

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

Pursuant to Sections 205.19 and 206.12 of the Physical Agreement and Sections 18.17 and 19.12 of the Clerical agreement, Company proposes the following in order to accomplish the restructuring within the Customer Energy Services Business Unit:

- 1. Employees impacted through Titles 206 or 19 will have at least one employment option, if qualified, in addition to the option to elect layoff.
- 2. There will be no demotions of Physical employees in apprentice or journeyman classifications in CES. However, employees in these classifications may be impacted through Section 206.4.
- 3. An initial voluntary severance will be offered to CES employees in Gas and Electric T&D classifications, including Troubleman, Customer Services, and Operating Clerical. Company reserves the right to cap the number of employees granted the voluntary severance. In addition, employees in the Santa Rosa Gas Load Center will be offered the voluntary severance.
- 4. Concurrent with the voluntary severance, Company will begin filling vacancies. Company will begin filling Serviceman vacancies immediately. In order to give employees as much choice as possible in this process, a list of other classifications and locations that Company anticipates filling will be posted in each headquarters. If they have not already done so, employees will be encouraged to submit their prebids to those headquarters and classifications. The filling of other positions will begin on October 18, 1993.

- 5. Employees covered by the Physical agreement in classifications other than apprentice or journeyman will have increased options under Title 206. In addition to current options, employees will be able to elect to fill a vacancy in Distribution Construction, and have rights to fill vacant entry level Clerical positions, including part-time Service Representative positions in the consolidated phone centers, that have not been filled pursuant to Titles 18 or 19. The rights to these Clerical positions will be effective for 12 months following the execution of this agreement.
- 6. Employees who elect to fill positions in Distribution Construction or Clerical positions will have Section 206.9(a) rights to return to Title 200 classifications. In addition, such employees will retain rights to Application II of Letter Agreement 93-42 (involuntary severance payment) in the event they are laid off from Distribution Construction.
- 7. Prior to filling positions in Distribution Construction, through paragraph 5 above, employees with recall rights pursuant to Section 306.14 into the Line and Gas Construction Departments will be offered re-employment. In addition, employees' Section 306.9 rights to classifications in those departments will be honored and vacancies in Distribution Construction will be filled through Title 305 on a voluntary basis by employees currently in Distribution Construction.
- 8. The parties will continue negotiations on the distinctions between the Title 200 and Title 300 work forces.
- 9. A committee to resolve issues arising out of this agreement will be established with two members appointed by Company's Manager of Industrial Relations and two members appointed by Union's Business Manager.

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.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By Director and Chief Negotiator

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

Business Manager