

## **LETTER AGREEMENT NO.** 97-148-PGE



PACIFIC GAS AND ELECTRIC COMPANY INDUSTRIAL RELATIONS DEPARTMENT 2850 SHADELANDS DRIVE, SUITE 100 WALNUT CREEK, CALIFORNIA 94598 (510) 974-4282 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

MEL BRADLEY, MANAGER OR DAVID J. BERGMAN, CHIEF NEGOTIATOR JACK MCNALLY, BUSINESS MANAGER

## 15 December 1997

Pacific Gas and Electric Company Industrial Relations Department 2850 Shadelands Drive, Suite #100 Walnut Creek, California 94598

Attention:

Mr. David Bergman

Director and Chief Negotiator

## Gentlemen:

202.19 of the Agreement provides, with some exceptions, that employees shall report to a regularly assigned Company headquarters at the start and conclusion of a work day. Further, the Agreement provides, in general, if a Title 200 employee reports directly to a work site from home or travels home from a work site such travel time shall be considered as time worked.

Notwithstanding the above, there is some interest to modify these provisions as they apply to service employees. Accordingly, Union proposes the following:

- 1. This agreement is limited to the modification of 202.19.
- 2. For Service employees only, 202.19 may be modified by written agreement by PG&E's local Industrial Relations Representative and Union's local Business Representative.
- 3. All such agreements will be subject to cancellation by either party with a thirty-day written notice of such intent.
- 4. Prior to the execution of a local letter agreement modifying 202.19 the parties will jointly hold meetings with all affected employees to discuss and explain the provisions of the proposed agreement.
- The provisions of the Agreement will apply for any instance that is not clearly modified by the local letter of agreement.
- 6. No later than February 28, 1998 any location that is not covered by a letter agreement modifying 202.19 must be in full compliance with 202.19 and shall treat direct commutes to and from work sites as work time for all such travel time.

7. Any application that is inconsistent with the provisions of this letter agreement or the labor agreement is invalid and any potential liability shall be borne exclusively by the Company.

This agreement is subject to cancellation by either party by a written notice to the other party in which event this agreement will no longer be operative thirty days after receipt of the written notice.

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 Union.

Very truly yours,

LOCAL UNION 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

Bv:

Jack McNally Business Manager

The Company is in accord with the foregoing and attached and agrees thereto.

PACIFIC GAS & ELECTRIC COMPANY

12 - 23 - , 1997

David J. Bergman

Director and Chief Negotiator