

LETTER AGREEMENT NO. R2-00-34-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, MANAGER AND CHIEF NEGOTIATOR JACK MCNALLY, BUSINESS MANAGER

August 18, 2000

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

Dear Mr. McNally:

In accordance with the discussions between the parties and pursuant to Section 19.12 of the Clerical Agreement, the following is a proposed sequence of events for the application of Title 19. This proposal applies to employees in the Accounting Line of Progression in the Miscellaneous Billing, Major Billing, and Data Recording GO Sections located in San Francisco. Each of these sections is considered a separate headquarters for purposes of Title 19.

Company will provide employees in the impacted headquarters with Section 19.1 notification and Section 19.9 rights, including 18.5(a) and 18.8(a) preferential transfer/bidding rights to available vacancies. Employees will be given two weeks to submit bids/transfers, after which Company will fill vacancies with employees exercising "A" rights, including preferential rights outlined in Letter Agreement 87-3. (See attached).

The provisions of Subsection 18.4(d) and 18.4(h) of the Clerical Agreement and Subsection 205.4(d) and 205.4(h) of the Physical Agreement will be waived for this process. Employees must be fully qualified in order to be considered for these vacancies. The time limits for directly impacted employees outlined in Subsections 18.4(d), 18.4(h), 205.4(d) and 205.4(h) will be waived. Lead Data Entry Operators and Data Entry Operators will be offered an additional opportunity to take and pass the Clerical Test Battery.

All employees in the Accounting and Computer Operations Lines of Progression, will be given not less than two weeks to update their employee election forms.

Prior to filling vacancies with "A" bidders, the Company will review the Title 19 election forms of Accounting Line of Progression employees in the Miscellaneous Billing, Major Billing, and Data Recording headquarters located in San Francisco. The Company will grant severance by seniority, to those employees within each of the headquarters identified above, who have prioritized Section 19.7 layoff as their top preference until the needed number of reductions is reached. Employees eligible for retirement may elect 19.7 layoff, receive severance, and retire. Employees who elect severance will be released within 30 days unless the parties agree on an individual basis to extend the release date.

The parties recognize that accepting severances from employees in all classifications within the impacted headquarters may result in creating vacancies that the Company will need to fill on a regular basis. It is also recognized that future Title 19 activities are anticipated within the G.O. complex. Therefore, the parties agree that if the Company determines that a position within the impacted headquarters needs to be filled on a regular basis, the position may be filled if the senior qualified bidder is located in the impacted headquarters. If the senior qualified bidder is not located in the impacted headquarters, the company may fill the position from within the headquarters on a temporary basis for up to six months. At the end of the six month time frame, the parties will review the need to continue the upgrade.

In addition to those employees who are displaced under the provisions of Title 19, those employees who exercise their Subsection 18.5(a) or 18.8(a) preferential rights will also qualify for an enhanced moving allowance up to \$5,000 in accordance with the guidelines established in Section 19.8 of the Clerical Agreement.

After successful completion of an approved course as outlined in Exhibit B of the Clerical Agreement, a tuition refund of 100% of the direct cost will be made up to a cap of \$5,000 for the year immediately following separation from the Company for those employees who are laid off as a result of these displacements. Employees must meet the eligibility requirements outlined in paragraphs B and C of Exhibit B.

Hiring hall employees headquartered in West Sacramento, who are providing relief for regular employees who are off on extended sick leave, leave of absence, or workers' compensation will remain in place until such time as the regular employee returns to the position or it is determined the employee is unable to return to work. All other hiring hall employees in Demotion Unit 11 shall be released prior to issuing Subsection 19.2 notices to regular employees within the Demotion Unit.

This proposal will become effective on the Monday following the date this agreement is signed.

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,

PACIFIC GAS & ELECTRIC COMPANY

Stephen A. Rayburn Manager 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 ELECTRICAL WORKERS, AFL-CIO

2000

Bv: Jack McNallv

Business Manager