



PACIFIC GAS AND ELECTRIC COMPANY LABOR RELATIONS DEPARTMENT MAIL CODE N2Z P. O. BOX 770000 SAN FRANCISCO, CA 94177 (415) 973-4310 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL UNION 1245, I.B.E.W. P.O. BOX 2547 VACAVILLE, CALIFORNIA 95696 (707) 452-2700

STEPHEN RAYBURN DIRECTOR AND CHIEF NEGOTIATOR TOM DALZELL BUSINESS MANAGER

STATUTE OF LIMITATIONS TOLLING AGREEMENT

Missed Meal Period & Rest Break Claims

International Brotherhood of Electrical Workers Local 1245 ("Local 1245") believes that Pacific Gas & Electric ("PG&E") employees represented by Local 1245 have been denied meal and rest breaks required by California law.

Local 1245 and PG&E prefer to resolve this matter informally, to avoid the expense, distraction and polarization that commonly result from litigation. To prevent the applicable statute of limitations for such litigation from forcing resort to litigation before the parties have explored the possibility of informal resolution, Local 1245 and PG&E hereby enter into the following Tolling Agreement:

- 1. Local 1245 and PG&E will meet and confer in a good faith attempt to resolve this issue informally.
- 2. For the term of this Agreement, Local 1245 will not file litigation nor assist PG&E employees in filing litigation claiming violation of missed meal periods or rest breaks.
- 3. PG&E agrees to toll the statute of limitations applicable to such claims, commencing on the date executed below, and ending 90 days therefrom, or upon 30 days written notice given by either party to the other, whichever comes first, or for such longer term as may be agreed in writing by the parties.
- 4. Local 1245 and PG&E agree this means that, if the parties are unsuccessful in negotiating an informal resolution of this matter and Local 1245 or PG&E employees represented by Local 1245 file a lawsuit claiming violation of meal period and/or rest break requirements, such action will be litigated as if such lawsuit had been filed on the date this Agreement is executed.
- 5. Local 1245 acknowledges that PG&E, by entering into this Tolling Agreement, has not waived any defenses, arguments or procedural remedies available to it, with the exception that PG&E hereby expressly waives the defense that claims by Local 1245 and/or by PG&E employees represented by Local 1245 are time-barred for any period from execution of this Tolling Agreement for the duration of the term of this Tolling Agreement.

Date:

6-8-01

Tom Dalzell

for International Brotherhood of Electrical Workers, Local 1245 Date:

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Stephen A Rayburn for Pacific Gas & Electric