

## LETTER AGREEMENT No.

91-94-PGE



Pacific Gas and Electric Company Industrial Relations Department 215 Market Street San Francisco, California 94106 [415] 973-1125 International Brotherhood of Electrical Workers, AFL-CIO Local Union 1245, IBEW P.O. Box 4790 Walnut Creek, California 94596 [415] 933-6060

Ronald L. Bailey, Manager or David J. Bergman, Director and Chief Negotiator

Jack McNally, Business Manager

June 24, 1991

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
P. O. Box 4790
Walnut Creek, CA 94596

Attention: Mr. Jack McNally, Business Manager

## Gentlemen:

The Company proposes a waiver of residence requirement for Gas Serviceman Gary Johns (employment date April 2, 1979).

The Company proposes allowing Mr. Johns to continue living in Cobb, California, about two hours drive from the Sacramento headquarters. This proposal is based on documentation regarding his son's medical condition provided by Dr. John A. Weeks (copy attached). In addition, Mr. Johns has made arrangements to temporarily reside within the community during the week.

This proposal is contingent on the understanding that all service employees who are authorized to reside outside of the community (i.e., more than 30 minutes automotive travel time, under ordinary travel conditions, from their headquarters) shall be allowed to work continuation overtime. Should Mr. Johns volunteer to work prearranged overtime, he will be considered eligible only when he is temporarily residing within a commutable distance. While eligible for extensions of the workday, Mr. Johns would not be eligible for emergency call out because of the distance between his residence and headquarters. The only exception may be, at the discretion of the supervisor, an all-hands situation.

This agreement shall not limit the Company's right to review each and every such waiver and revoke them when necessary as a result of future needs identified by the Company in meeting its obligation to render continuous service to the public In addition, this agreement may be cancelled on 30 days written notice by either party.

This proposal has been discussed with Wayne Greer, IBEW Business Representative.

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.

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By Manager of Industrial Relations

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

<u> 2</u>, 1991

Business Manager

Attachment

## JOHN A. WEEKS, M.D.

## FAMILY PRACTICE

P.O. Box 4119 15322 Lakeshore Drive Suite 201 Clearlake, CA 95422 (707) 994-7377

September 17, 1990

To Whom It May Concern:

RE: Mitchell Johns, son of Gary A. Johns

I have examined Mitchell in my office April 23, 1990. He has a significant history of respiratory problems in the past which appear to be at least partly due to allergies to substances in the Sacramento area. Since moving to Lake County, Mitchell has done much better, has not had the severe episodes that he had while living in the Sacramento area. I recommend for the child's sake that the family remain located in this climate and that his father be allowed to commute the extra distance to work.

If you have any further questions, please feel free to contact me.

Sincerely,

John A Weeks, M.D.

JAW/vsc