



LETTER AGREEMENT

No. 93-60-PGE



Pacific Gas and Electric Company
Industrial Relations Department
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San Francisco, California 94105
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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

12 August 1993

Pacific Gas & Electric Company
201 Mission Street, Fifteenth Floor
San Francisco, California 94105

Attention: Mr. Ronald L. Bailey
Manager of Industrial Relations

Gentlemen:

This Letter of Agreement will correct and supersede Letter of Agreement 93-19-PGE. On the original page 3, under Employee B, 11/14/84 Regular should read 11/14/90. Union proposes to rewrite LA 93-19-PGE as follows:

It has recently come to our attention that the provisions of Section 106.3(a)(1) and Section 17.3(a)(1) of the Physical and Clerical agreements, as written, do not reflect the understandings reached by the parties during the 1987 general negotiations.

In 1985, a Company letter clarified the application of these Sections as they applied to probationary employees. Company has consistently and continuously bridged service in accordance with the provisions of this letter, without challenge, based on the understanding reached in a San Joaquin grievance settlement which supported the 1985 letter's application.

In the 1987 general negotiations, the words "regular status" were placed into the language. Although the intent of the parties in making the changes to Sections 106.3 and 17.3 in the 1987 general negotiations was to correct an error in the wording which modified the language in the 1983 general bargaining, the inclusion of the words "regular status" newly defined the eligibility requirements.

Pursuant to discussions between the parties, Section 106.3(a)(1) and Section 17.3(a)(1) should read as follows:

"If the employee has less than five years of Service at the time of layoff and has been absent less than one continuous year."

Company therefore proposes to continue the practice and apply the section as stated above, keeping in mind that bridging of service only occurs when an employee is laid off for lack of work and that resignations and discharges break service.

The following examples illustrate how, when service is bridged to an earlier date, the employee is eligible for other benefits such as paid sick leave and vacation entitlement.

EMPLOYEE A

- 10/27/89 Hired
- 12/30/89 Laid off for lack of work
- 03/19/90 Rehired
- 09/19/90 Regular status
 - a. Service bridged to 10/27/89
 - b. Eligible for paid holidays
 - c. Eligible for various benefit plans, i.e., employee rates, dental, etc.
- 10/27/90 Attain one year of service
 - a. Eligible for 80 hours paid sick leave
 - b. Eligible for paid vacation subject to the provisions of Subsection 111.2(a) and Section 111.5 (and corresponding Clerical sections).

EMPLOYEE B

- 09/01/89 Hired
- 12/16/89 Laid off for lack of work
- 05/14/90 Rehired
- 11/14/90 Regular status
 - a. Service bridged to 09/01/89
 - b. Eligible for paid holidays
 - c. Eligible for various benefit plans, i.e. employee rates, dental, etc.
 - d. Eligible for 80 hours paid sick leave
 - e. Eligible for paid vacation subject to the provisions of Subsection 111.2(a) and Section 111.5 (and corresponding Clerical sections).

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

By: 
Jack McNally
Business Manager

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

PACIFIC GAS & ELECTRIC COMPANY

Aug. 17, 1993 By: 
Ronald L. Bailey
Manager of Industrial Relations