

## LETTER AGREEMENT NO. R1-97-143-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

18 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:

Union proposes to amend the "Retraining Assistance" provision of Letter Agreement R3-97-53 dated April 14, 1997. The change will allow for payment in advance as provided for in Letter Agreement 93-121, dated December 3, 1993. The Policy and Administration guidelines for the "Retraining Assistance" shall be as follows:

## **RETRAINING ASSISTANCE PROVISIONS**

## **Policy and Administration**

Note: Letter Agreement 93-121 established payment in advance for Education Assistance costs. A Tuition Voucher is given to the employee who then gives it to the school. The voucher contains billing instructions for the school to bill PG&E directly.

Education Assistance administrators check eligibility at three points:

- Start of course (application)
- Payment (bill from school)
- Course completion (grade)

Eligibility will be determined based on base classification code and location according to payroll tag.

Information on eligible employees separated from the Company will be provided to Education Assistance administrators by Power Generation HR.

Includable and excludable costs will remain per the Agreement.

Dollar limit (\$5k) is based on calendar year.

- for 1997, employees at MBPP & MLPP have a \$5k maximum between 09/03/97 and 12/31/97, and another \$5k for calendar year 1998; unused amounts are not carried over.
- The start date of the course determines the applicable calendar year.

In order to be covered under the Retraining Assistance provisions of LA 97-53, the course must start after the trigger date for the employee's base location.

For employees covered under LA 97-53, courses do not need to be PG&E-related.

Education Assistance administrators will only confirm that the course was taken at an approved institution or program per the Agreement.

Employees who leave a triggered plant via 205 or 206 to another department or location not covered by LA 97-53 will no longer be eligible for the \$5k limit. Their maximum Education Assistance per calendar year returns to \$1200/year and other provisions of the Agreement.

- If total accumulated refunds and advances are over \$1200, the employee will not be required to return any funds.
- As long as the employee was eligible at the start of a course in progress, no repayment of advanced funds will be required.
- Employees will not be eligible for further funds for that calendar year if they had accumulated over \$1200 to date.

Employees at a triggered plant who are separated from the Company as a result of 206 action (layoff or retirement) will be eligible for \$5k tuition refund for the year immediately following separation. For example, an employee separated on 06/01 will continue to be eligible until 06/01 the following year.

- Tuition advances will only be paid for courses approved and in progress up to the one year date following separation.
- As long as a course is approved and in progress at the one-year date following separation, repayment will not be required.
- The \$5k limit for the calendar year following the year in which the employee was separated applies to the period between 01/01 and the one year date (in this example, 06/01.)

Courses must be completed within one year of start date or repayment will be required:

This does not apply to courses that are intended to be longer than one year.

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

Jack McNally **Business Manager** 

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

PACIFIC GAS & ELECTRIC COMPANY

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David J. Bergman

Director and Chief Negotiator