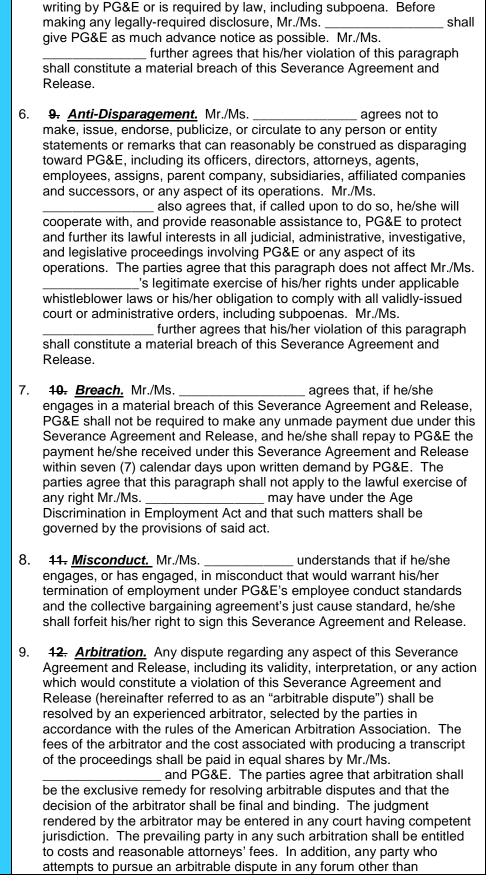
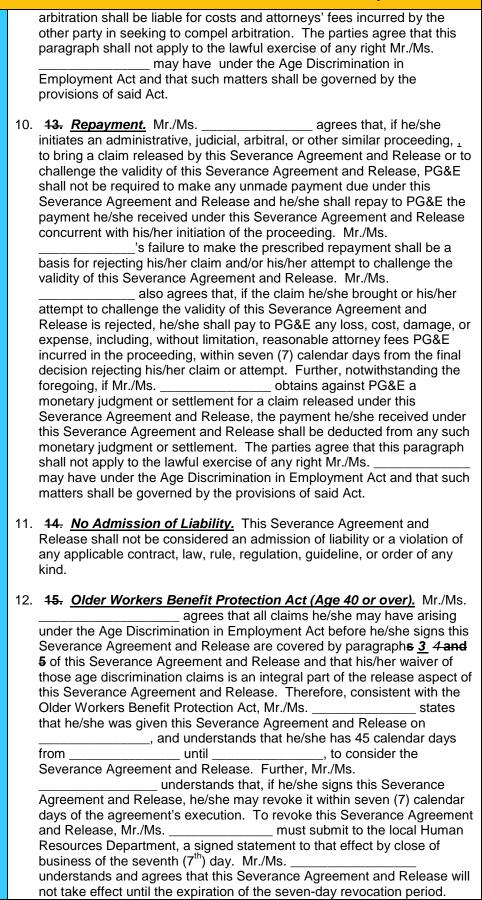
2010 Clerical Negotiations – IBEW Proposal C		
Date:	June 11, 2010	
Contractual Reference:	EXHIBIT K - SEVERANCE	
Company Interest/Description:	Update the Severance Agreement language to what is currently being used.	
Current Contract Language / Proposed Change:	ATTACHMENT 1 SEVERANCE AGREEMENT AND RELEASE (Amended 6-1-03 1-1-11) This Severance Agreement and Release is made and entered into between Mr./Ms and the Pacific Gas and Electric Company (PG&E). Mr./Ms and PG&E (collectively referred to as "the parties"), in their wish to compromise, resolve, settle, and terminate any dispute or claim between them with respect to Mr./Ms employment with PG&E and severance therefrom, have agreed as follows: 1. Severance Payment: Effective close of business on, Mr./Ms shall be laid off from PG&E employment. 2. On, or seven calendar days following the execution of this Severance Agreement and Release, whichever is later, PG&E shall pay to Mr./Ms the amount of, less applicable deductions. Mr./Ms agrees that he/she is shall be responsible for paying any taxes on the amount paid to him/her pursuant to this Severance Agreement and Release. If Mr./Ms is rehired within 30 calendar days of layoff, then PG&E's obligation to pay is null and void. The parties agree that the payment provided in this paragraph is in addition to, and does not affect, any payment and benefit to which Mr./Ms may be otherwise entitled under PG&E's compensation, performance incentive, stock option, and other benefit programs. 2. 3. No Pending Claims. Mr./Ms represents that he/she does not have any pending claim, charge or action in or with any federal, state or local court or any administrative agency relating to his/her employment against PG&E, its officers, attorneys, agents, employees, subsidiaries, parent company, assigns, affiliated companies and successors. If Mr./Ms does have pending claims described in the preceding sentence, Mr./Ms agrees that such claims are covered by the release aspect of this Severance	
	Agreement and Release and that he/she shall take all necessary action to seek dismissal with prejudice of each claim, within two business days after the effective date of this Severance Agreement and Release. 3. 4. Release. In consideration for the payment which PG&E shall provide Mr./Ms under this Severance Agreement and	

Release, Mr./Ms in on behalf of his/herself, his/her heirs, estate, executors, administrators, successors, and assigns, releases and agrees to hold harmless PG&E, its officers, attorneys, agents, employees, subsidiaries, parent company, assigns, affiliated companies, and successors, from all actions, causes of action, claims, disputes, judgments, obligations, damages, liabilities of whatsoever kind and character, relating to Mr./Ms employment with PG&E, including his/her employment severance and any action which led to the severance. Specifically, Mr./Ms understands and agrees that the actions, causes of action, claims, disputes, judgments, obligations, damages, and liabilities covered by the preceding sentence include, but are not limited to, those arising under any federal, state, or local law, regulation, or order relating to civil rights (including but not limited to employment discrimination on the basis of race, color, religion, age, sex, national origin, ancestry, physical or mental handicap or disability, medical condition, veteran status, marital status, pregnancy, and sexual orientation), wage and hour, labor, contract, or tort. 5. Mr./Ms understands and agrees that the Severance Agreement and Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Such section reads as follows: A general release does not extend to claims which the creditor				
does not know or suspect to exist in his/her favor at the time of executing the release, which if known to his/her must have materially affected his/her settlement with the debtor.				
& Mr./Ms agrees not to initiate, participate or aid, in any way, in any lawsuit or proceeding upon any claim released by him/her under this Severance Agreement and Release. The preceding sentence, however, shall not prohibit Mr./Ms from participating in any judicial or administrative proceeding that relates to the subject matter of, or any claim covered by, this Severance Agreement and Release, if he/she is compelled to do so by a properly-issued subpoena or valid court order. PG&E also acknowledges that Mr./Ms may be legally required to appear and testify at a deposition, court hearing or trial, or otherwise respond to a subpoena. In the event of any such subpoena, court order, or request, Mr./Ms shall notify PG&E's Human Resources Department as soon as possible.				
4. 7. Return of PG&E Property. Mr./Ms represents and agrees that prior to signing this Severance Agreement and Release, he/she returned to PG&E all originals and copies of all files, memoranda, records, software, credit cards, identification cards, keys, and any other property of PG&E or its affiliates which he/she had in his/her possession, custody or control. Mr./Ms further agrees that his/her violation of this paragraph shall constitute a material breach of this Severance Agreement and Release.				
5. 8. Non Disclosure. Mr./Ms agrees not to use, disclose, publicize, or circulate any secret, confidential or proprietary information concerning PG&E, its subsidiaries, parent company, or affiliates, which has come to his/her attention during his/her employment with PG&E, unless his/her doing so is consistent with any rights he/she				



may have under any applicable whistleblower laws, is authorized in



Further, Mr./Ms. may elect to consider the severance package for fewer than 45 days, at his/her own option, but is not not obligation to shorten the period. If Mr./Ms. elects to consider the severance package for fewer than 45 days at his/her option and executes this Severance Agreement and Release before the 45-day consideration period has expired, said employee may receive the severance payment before the 45-day consideration period, but only after the seven-day revocation periods has expired. In no event, however, shall Mr./Ms. receive the payment until he/she has completed his/her consideration period, which may be less than 45 days at his/her option, as well as the seven-day revocation period. 13. 44. Entire Agreement. This Severance Agreement and Release sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Severance Agreement and Release. This Severance Agreement and Release. This Severance Agreement and Release. This Severance Agreement and Release, however, shall not affect any right either party has or may have against the other regarding Workers' Compensation claims and Supplemental Benefit payments made for those claims. The parties agree that this Severance Agreement and Release may not be modified or canceled in any manner except by a writing signed by Mr./Ms. and an authorized PG&E official. If any provision of this release is found to be unenforceable, all other provisions will remain fully enforceable. 14. 47. Consultation with Counsel. Mr./Ms. states that he/she has read this Severance Agreement and Release in its entirety, that he/she has been given the necessary time to consider its contents, that he/she has been given the necessary time to consider the entire of the provisions will remain fully enforceable. 14. 47. Consultation with Counsel. Mr./Ms. states that he/she has read this Severance Agreement and Release in its entirety, that he/she has been given the ne	2010 Clerical Negotiation	ns – IBEW	Proposal C-25I
forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Severance Agreement and Release. This Severance Agreement and Release, however, shall not affect any right either party has or may have against the other regarding Workers' Compensation claims and Supplemental Benefit payments made for those claims. The parties agree that this Severance Agreement and Release may not be modified or canceled in any manner except by a writing signed by Mr./Ms and an authorized PG&E official. If any provision of this release is found to be unenforceable, all other provisions will remain fully enforceable. 14. 17. Consultation with Counsel. Mr./Ms states that he/she has read this Severance Agreement and Release in its entirety, that he/she has been given the necessary time to consider its contents, that he/she fully understands its terms, that he/she has been advised that he/she should consult legal counsel of his/her choosing, that the only promises made to him/her to sign are those stated herein, and that he/she is signing this Severance Agreement and Release voluntarily. PLEASE READ CAREFULLY. THIS SEVERANCE AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. PACIFIC GAS AND ELECTRIC COMPANY EMPLOYEE-First Name Last Name (Pernr)		package for fewer than 45 days, at his obligation to shorten the period. If Mr consider the severance package for frand executes this Severance Agreem consideration period has expired, said severance payment before the 45-day the seven-day revocation periods has shall Mr./Ms receive completed his/her consideration periods.	s/her own option, but is under no r./Ms elects to ewer than 45 days at his/her option nent and Release before the 45-day d employee may receive the y consideration period, but only after a expired. In no event, however, the payment until he/she has od, which may be less than 45 days
that he/she has read this Severance Agreement and Release in its entirety, that he/she has been given the necessary time to consider its contents, that he/she fully understands its terms, that he/she has been advised that he/she should consult legal counsel of his/her choosing, that the only promises made to him/her to sign are those stated herein, and that he/she is signing this Severance Agreement and Release voluntarily. PLEASE READ CAREFULLY. THIS SEVERANCE AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. PACIFIC GAS AND ELECTRIC COMPANY EMPLOYEE-First Name Last Name (Pernr) Social Security		forth the entire agreement between the and all prior agreements or understar pertaining to the subject matter of this Release. This Severance Agreement affect any right either party has or mad Workers' Compensation claims and Smade for those claims. The parties a and Release may not be modified or writing signed by Mr./Ms. official. If any provision of this release	ne parties and fully supersedes any ndings between the parties is Severance Agreement and it and Release, however, shall not ay have against the other regarding Supplemental Benefit payments igree that this Severance Agreement canceled in any manner except by a and an authorized PG&E is found to be unenforceable, all
AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. PACIFIC GAS AND ELECTRIC COMPANY Social Security EMPLOYEE First Name Last Name (Pernr)		that he/she has read this Severance and entirety, that he/she has been given to contents, that he/she fully understand advised that he/she should consult let the only promises made to him/her to	Agreement and Release in its he necessary time to consider its ds its terms, that he/she has been gal counsel of his/her choosing, that sign are those stated herein, and
Social Security Last Name (Pernr)		AND RELEASE INCLUDES A RELE	
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