

February 14, 1963

Local Union No. 1245
International Brotherhood of
Electrical Workers, AFL-CIO
1918 Grove Street
Oakland 12, California

Attention: Mr. Ronald T. Weakley, Business Manager

Gentlemen:

Attached is the completed draft of the clarification of Section 202.17 of the Agreement, dated September 1, 1952. It is the result of extensive effort on the part of both Company and Union to resolve long-standing differences regarding the interpretation and application of this Section.

Generally, the clarification provides a consultative approach to solving problems arising in the administration and interpretation of the Agreement, and it should assist both the Company and the Union in such respect. However, in the event a grievance relating to the provisions of Section 202.17 is referred to arbitration, the specific language of the Agreement shall govern.

This clarification will also be used as a basis for settling those grievances now in Review Committee, and such future grievances as may later be referred to Review.

It is proposed that the clarification be effective March 1, 1963, and that it continue in effect until amended by mutual agreement or until either party has given to the other thirty days' written notice of its termination.

If you are in accord with the foregoing and the attachment and agree thereto, please so indicate in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By s/V. J. Thompson
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

February 19, 1963

By s/Ronald T. Weakley
Business Manager

CLARIFICATION
SECTION 202.17
TITLE 202. HOURS
PHYSICAL AGREEMENT

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CLARIFICATION

SECTION 202.17

TITLE 202. HOURS

PHYSICAL AGREEMENT

A. GENERAL APPLICATION OF SECTION 202.17

1. Section 202.17 provides for the scheduling of day employees at other than regular work hours. For the first four work days of any such situation they receive overtime compensation for all work performed outside of regular work hours.

2. The Section can be applied only when the work to be performed falls within one of the categories listed in subparagraphs (a), (b) or (c) of the Section.

3. Although "shifts" are established under Section 202.17, the employees assigned to these "shifts" do not fall within the classifications listed in Exhibit III of the Agreement. They are still considered to be within the same group with which they are regularly affiliated (day employees) except that they are scheduled to work for periods of eight hours or more at other than their regular work hours. Their regular days of work, however, remain the same as the days in the basic workweek of their regular schedule. They are entitled to overtime for any work performed outside the new scheduled hours unless they:

(a) are reassigned by reason of the provision to rotate because the work extends beyond four workweeks;

(b) are returned to their former regular work hours due to an unanticipated interruption of work as provided for in ITEM "P", or

(c) resume their regular schedule of work hours as provided for in Section 202.18.

Time worked by employees on their non-work days is covered by the overtime provisions of Section 208.1.

B. EMERGENCY CONDITION

1. Subparagraph (a) of Section 202.17 refers to an "emergency condition involving the maintenance, construction or repair of plant or station equipment." These situations arise where it is important to the operation of the Company's system to reduce the length of time in which a piece of equipment is removed from service, and where it is not practical to assign more employees to the job during regular work hours. Such situations do not necessarily require that employees be scheduled to work on their non-work days, although the urgency of a particular job might call for such measures.

EXAMPLE: A typical situation provided for by subparagraph (a) is where a turbine or generator is to be overhauled and it is advisable to expedite the job and reduce "down time."

C. NEW OR ADDITIONAL FACILITIES

1. Subparagraph (b) provides for the "Installation of new or additional facilities of such character that work thereon cannot be completed during regular work hours or must be continuous until completed."

EXAMPLE: A typical example of the type of work contemplated is the installation of electric underground cable, where it must be done under carefully controlled atmospheric conditions, requiring a splicing operation which, once started, must be continued around the clock until completed.

D. PIPE WRAPPING, METER SHOP FACILITIES, CLEANING DEBRIS

1. Subparagraph (c) provides for greater utilization each day of machinery and equipment in the meter shops (such as proving equipment) and in the pipe yard (such as pipe-wrapping machines) in order to increase the volume of production because of special needs. Extended utilization of pipe-wrapping and meter shop facilities need not be scheduled for non-work days and may be established as either one or two additional work periods. Such added work periods should be limited and not established without need. Except for an unanticipated interruption in work as provided for in ITEM "P", they should cease when the need has been met and each renewal treated as a new situation under Section 202.17.

2. This subparagraph also provides for establishing "shifts" to keep water intakes in hydro and power plants free of debris (such as removing moss from the grizzlies up stream from a power house). When additional work periods involving cleaning debris, etc., have stopped and are again resumed, each instance shall be treated as a new situation under Section 202.17.

E. SCHEDULING ADDITIONAL "SHIFTS" OR WORK PERIODS OF EIGHT HOURS EACH

Section 202.17 states that Company may schedule employees to work "for periods of eight hours" at other than regular hours when additional shifts are required. This means that when Section 202.17 is applied there must be two or three eight-hour periods of work scheduled in each 24-hour period work day.

1. Three Work Periods: If three work periods are scheduled where there is a break for a meal in two of the work periods, one work period is to consist of the regular work hours (8:00 a.m. to 4:30 p.m.), one work period will start at 4:00 p.m. and end at 12:30 a.m., and one work period will start at 12 o'clock midnight and end at 8:00 a.m. (See diagrammed example, page 8.)

2. Two Work Periods: If two work periods are scheduled, one period is to consist of the regular work hours, and the second period is to start either immediately following the conclusion of the preceding regular work period; or at 12 o'clock midnight to immediately precede the regular work period, except as follows:

(a) Overlap: The second period of work hours may start no more than one-half ($\frac{1}{2}$) hour, plus travel time from headquarters to the job, before the end of the regular hours of the first work period.

In this case, that portion of the new work period which overlaps the former regular hours of work is not considered as part of the former regular hours of work in computing the overtime payment for the first four work days of the assignment.

(b) Boarding House Delay: Where boarding house facilities are mutually available to employees coming off one work period and to employees going on the other, the start of the second period of work hours may be delayed a minimum of one-half hour but not more than a maximum of one (1) hour for the purpose of allowing the employees to eat at the boarding house.

In items (a) and (b) above where, as a result of such scheduling, the end of the new work period overlaps the end of the calendar day (12 midnight), the hours scheduled beyond midnight shall be considered as part of the previous work day in that workweek.

(See diagrammed examples, page 8.)

F. SCHEDULING ADDITIONAL "SHIFTS" OR WORK PERIODS EXCEEDING EIGHT HOURS

1. Where work periods of more than eight hours are scheduled it is desirable that the number of overtime hours be the same in each scheduled work period. It is possible, however, that the nature of the job may not always lend itself to such type of an arrangement.

EXAMPLES:

(a) If twenty hours are to be scheduled in a work day on a two-work period basis, each work period should consist of ten hours, two hours of which are overtime. (See diagrammed examples, page 9.)

(b) On the otherhand, if this same job also requires employees in some classification to work around the clock, then there could be two work periods of ten hours each scheduled for some employees on the job and an additional eight-hour period for certain employees in specialty classifications who are needed around the clock. (A specific case is shown in the attached diagrams, page 10.)

2. The overlap mentioned in ITEM E-2 (a) or the delay mentioned in ITEM E-2 (b) may be applied to any of the work periods. When this is the case the regular starting times for other than the day period are adjusted accordingly. (See diagrammed examples, page 9.)

3. Applicable provisions of the Agreement regarding overtime and meals govern the conditions of overtime work outside of the established eight-hour work period.

G. ADDITIONAL WORK PERIODS - FOUR WORK DAYS OR LESS

1. Section 202.17 is not intended to apply to situations where the period of time to complete the job is scheduled for four work days or less.

2. If, for a bona fide reason, a job in a given situation is scheduled in advance to continue for a period of more than four work days, but the job is completed in four work days or less, a correction of the time cards of the employees involved should be made to comply with the provisions of Title 208, except that the provisions of Section 208.11 do not apply.

H. "FIRST FOUR WORK DAYS OF A SITUATION"

1. When an additional work period, outside of regular work hours, is established under Section 202.17 the work outside of regular work hours for the "first four work days" is to be compensated at the overtime rate of pay, but such compensation is not considered overtime as defined in Section 208.1.

This means that the hours worked, regardless of the rate of compensation, are considered as though they were regular hours of work, and that they are a part of the regular 40 hours usually scheduled in a workweek.

(a) Thus, if Section 202.3 applied, these days would be considered the same as work days at the straight rate of pay.

(b) Also, in the application of Title 104 (Meals) the new scheduled hours would be the same as regular hours.

2. The provisions of Title 208 (Overtime) would apply to work performed outside the regular work hours of the new schedule and to work performed on non-work days.

3. While it is possible to work an employee more than eight hours in a day, an employee's first work day for purposes of determining the "first four work days" under the new schedule cannot start on a non-work day or on any day on which he worked during his regular schedule of hours. The period which comprises an employee's "first four work days of any situation" commences on the first work day he works only the new hours under the schedule.

(a) If he is absent from work, except on a holiday, on any of the remaining three work days which follow the first work day, these work days shall, nevertheless, be included in the "first four work day" period of the situation.

(b) If an employee is absent by reason of disability or illness on any other of these three remaining work days, compensation for any sick leave to which he may be entitled for any such day shall be at the straight rate of pay.

(c) A holiday which falls on any one of the "first four work days" of any situation is not included as one of the work days in such period.

I. ADVANCE NOTICE TO EMPLOYEES

1. When an additional work period outside of regular hours is scheduled under Section 202.17, employees should be given as much notice as possible of the change in hours.

J. SHIFT PREMIUM

1. The applicable shift premium, as provided for in Title 110, is to be paid for all work performed including work performed at the overtime rate during the first four work days of any situation.

2. When work is performed on non-work days after the schedule is started, the applicable shift premium is to be paid for such work.

K. ROTATION OF EMPLOYEES

1. In the rotation of the assignment of employees, as provided for in Section 202.17, an employee is entitled to overtime compensation outside of regular work hours for only one "first four work day" period in any one situation.

EXAMPLE: Under a designated situation an employee starts on a schedule and is paid at the overtime rate for all work performed outside of regular work hours for the first four work days. He thereafter continues to work on the schedule at the straight rate of pay, even though he may be rotated one or more times. The rotations involved do not entitle him to commence a new first four work day period. Notification of change should be given in advance of the rotation.

L. TEMPORARY CHANGE OF JOB ASSIGNMENT

1. Necessity may require that an employee working in one plant under the provisions of Section 202.17 be temporarily moved during his revised schedule of work hours to another plant to perform other emergency work. Where this occurs and the employee is:

(a) receiving the straight rate of pay during his revised schedule of work hours, and is

(b) returned to perform work at the straight time rate under the Section 202.17 situation,

the overtime rate is to be paid for work he performs at the other plant during the hours of an additional work period.

2. Except as provided in ITEM "N", other emergency work performed in the same plant by employees working on a Section 202.17 schedule is paid for at the rate applicable to their schedule or at the overtime rate if performed outside the hours established in such schedule.

(See the Decision in Review Committee File No. 159.)

M. SCHEDULED OVERHAUL WORK IN MORE THAN ONE PLANT

1. A single situation under Section 202.17 is deemed to exist where programmed overhauls in more than one plant are to be performed one after the other without a break in programmed work and without a change in the employee's regularly established headquarters or temporary headquarters to which he has been instructed to report under the provisions of Section 202.22.

In such cases, the plants in which work is to be performed should be announced in advance of the start of the first work day of the situation and the work carried on from one plant to the other consecutively. The program need not provide for completion dates of the various overhauls and changes in the program may be made as long as the work in each plant is scheduled consecutively and not scheduled concurrently.

2. Where work is scheduled in advance to be performed at more than one plant as a continuous application of Section 202.17, and the employee's regular or temporary established headquarters from which the work is performed is changed, another "first four work day" period involving overtime compensation is required and the next assigned headquarters must be designated in advance of such change.

3. Utilization of the provisions of Section 202.23 does not, under the provisions of this ITEM "M", constitute a change in the employee's established headquarters.

N. SCHEDULED OVERHAUL WORK IN THE SAME PLANT

1. Where emergency work is being performed in one plant under Section 202.17 and the revised schedule of work hours is continued to include other work created under emergency conditions in the same plant to which Section 202.17 is applicable, a single situation is deemed to exist, provided that existing schedules are amended to include such other work at least five (5) work days before such other work is commenced. Otherwise a new emergency situation will be deemed to exist starting on the day such other work is commenced and another "first four work day" period will be involved.

O. CHANGE OF HOURS IN NEW SCHEDULE

1. The regular hours of a new work period, once established, should not be changed; except when a third work period is added to or removed from the schedule, or overtime work is diminished or extended. If any such situation extends beyond four (4) workweeks Company and Union may agree to rotate the assignment of employees thereto, but in such event the overtime compensation herein provided for will not be paid to any employee for more than the first four (4) work day period worked outside of regular work hours.

2. If a third work period is added, employees who have received one "first four work day" premium under the given situation may be transferred to the new work period without a further "first four work day" period if they have been notified twenty-four (24) hours in advance of the change, they have had eight (8) hours off, and the new work period is to be in effect for more than four days.

(a) If the new work period does not last more than four days, the work is considered as overtime and conditions will be governed by the applicable provisions of the Agreement and this Clarification.

(b) Employees assigned to an additional work period for the first time are entitled to receive a "first four work days" premium.

(c) If employees are transferred between work periods without twenty-four hours' notice, the provisions of Section 208.19 will apply.

P. UNANTICIPATED INTERRUPTION OF WORK

1. On exceptional occasions the work in a designated situation may be interrupted because of delay in receiving material, or other circumstances beyond Company's control. In such a case employees can be temporarily returned to their regular work hours pending resumption of the work in the situation involved. Resumption of work in such case with less than ten work days' delay does not require a new first four work day period.

2. In case a schedule is suspended according to plan, or for Company's convenience, or for ten work days or more, a new situation is deemed to exist, and a further first four work day period will be involved.

3. Additional work periods involving cleaning of debris that are stopped and later resumed are not covered by this ITEM "P".

Q. MEALS

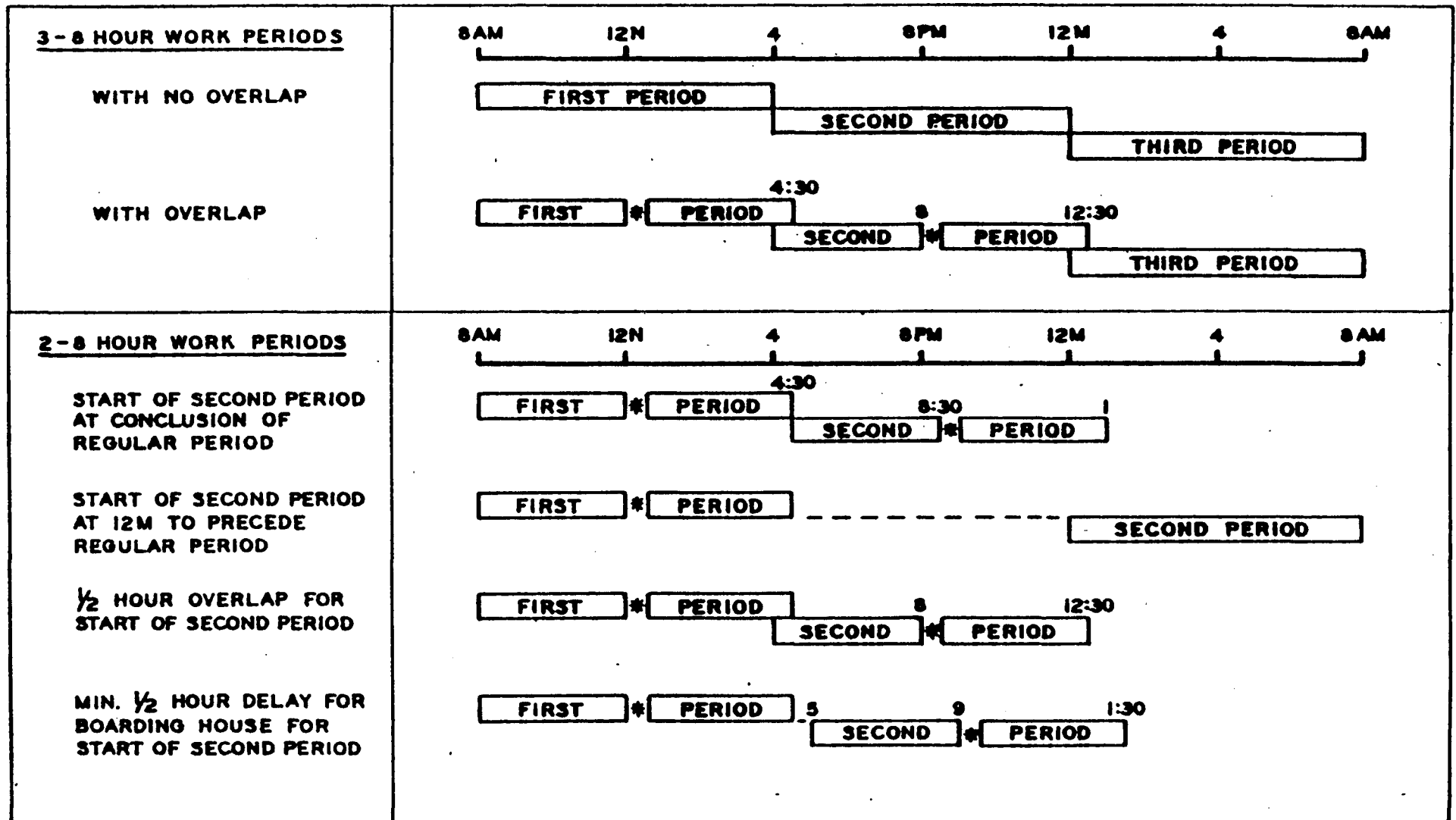
1. The work hours of the work periods may be consecutive when the nature of the work does not lend itself to a break for a meal. In such case, the employee eats on Company time while the work is in progress.

2. If an additional work period is established which would require employees to work beyond 3:00 a.m., the employees on such work period should be allowed to eat on Company time approximately four hours after the starting time of the work period.

3. Work hours on additional work periods will otherwise be scheduled with a break of one-half ($\frac{1}{2}$) hour in the middle of the work period for the purpose of eating and employees will eat on their own time.

EXAMPLES OF SCHEDULING UNDER SECTION 202.17

ITEM E - SCHEDULING ADDITIONAL WORK PERIODS OF 8 HOURS EACH



LEGEND :

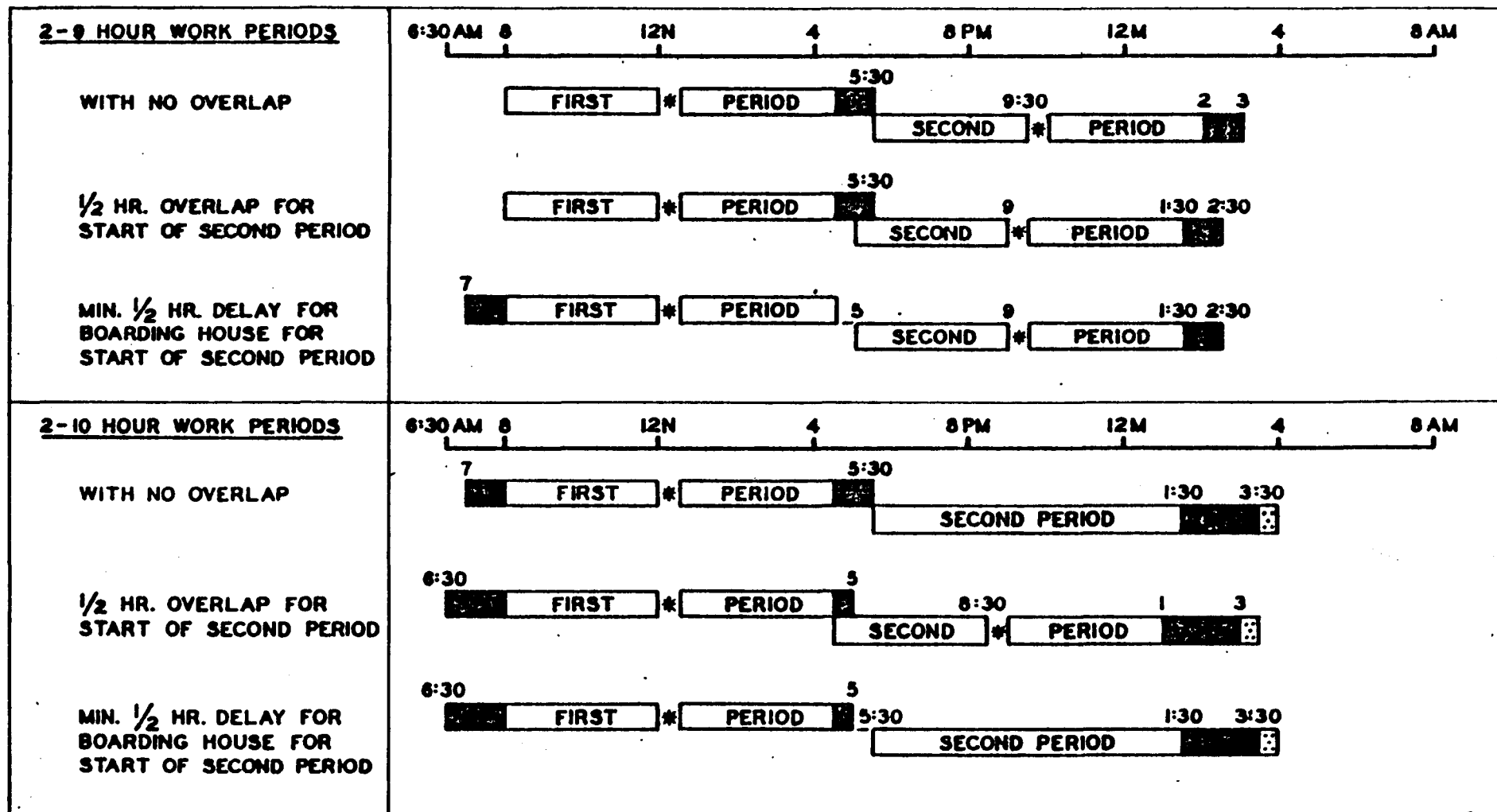
- STRAIGHT TIME PAY.
- * 1/2 HOUR MEAL BREAK, NO PAY.

NOTES :

1. WHERE NO MEAL BREAK IS SHOWN MEAL IS EATEN WHILE WORK IS IN PROGRESS.
2. APPLICABLE TRAVEL TIME NOT INDICATED ABOVE.

EXAMPLES OF SCHEDULING UNDER SECTION 202.17

ITEM F - SCHEDULING ADDITIONAL WORK PERIODS EXCEEDING 8 HOURS



LEGEND:

- STRAIGHT TIME PAY
- OVERTIME PAY FOR WORK TIME

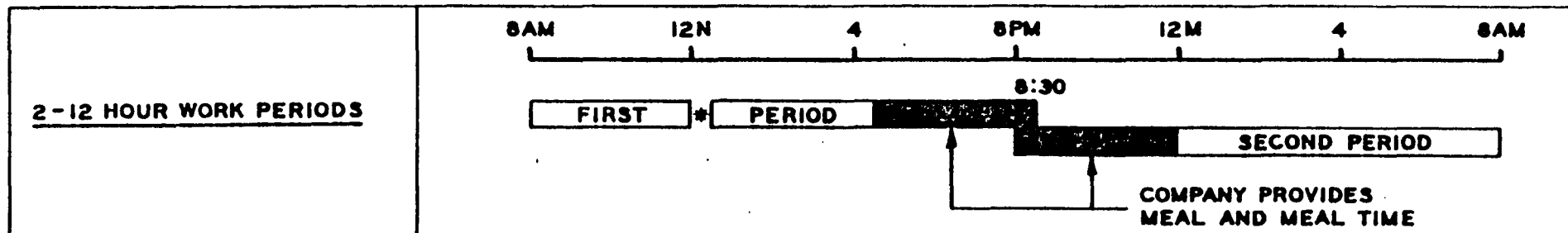
- * 1/2 HOUR MEAL BREAK, NO PAY.
- MEAL AND 1/2 HOUR MEAL TIME ALLOWED AT OVERTIME RATE

NOTES:

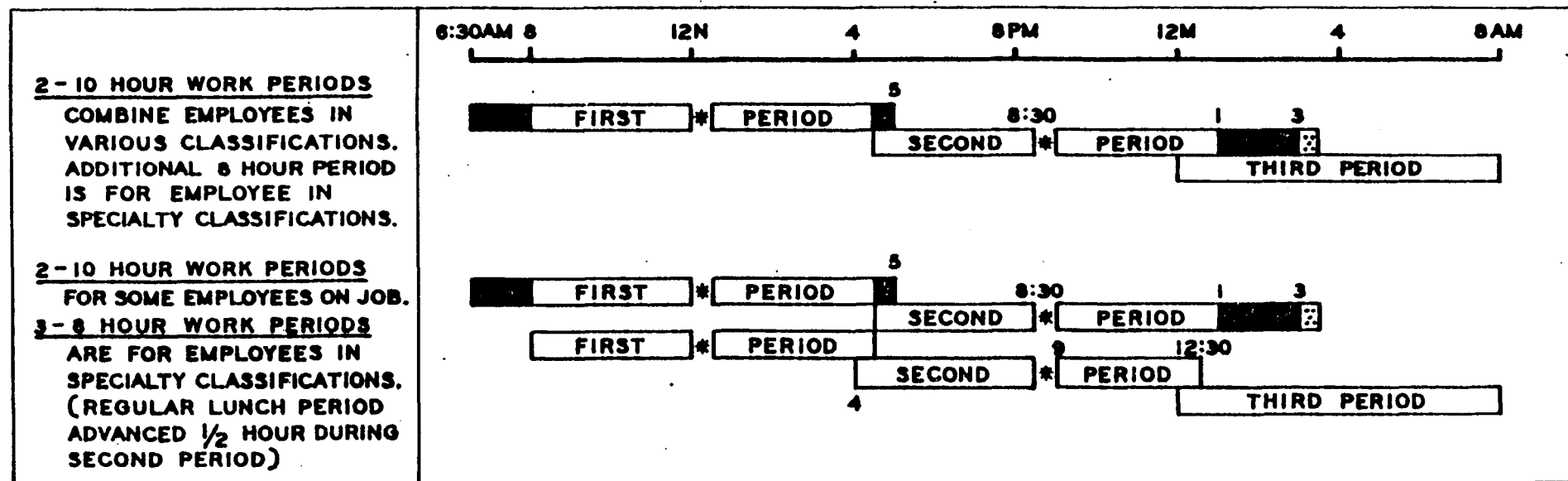
1. WHERE NO MEAL BREAK IS SHOWN MEAL IS EATEN WHILE WORK IS IN PROGRESS.
2. APPLICABLE TRAVEL TIME NOT INDICATED ABOVE.

EXAMPLES OF SCHEDULING UNDER SECTION 202.17

ITEM F (CONT.) - SCHEDULING ADDITIONAL WORK PERIODS EXCEEDING 8 HOURS



ITEM E & F - SCHEDULING EMPLOYEES IN SPECIALTY CLASSIFICATIONS (E. G. WELDERS) WHO ARE NEEDED AROUND THE CLOCK



LEGEND:

- STRAIGHT TIME PAY
- OVERTIME PAY FOR WORK TIME

- * 1/2 HOUR MEAL BREAK, NO PAY.
- ☒ MEAL AND 1/2 HOUR MEAL TIME ALLOWED AT OVERTIME RATE.

NOTES:

1. WHERE NO MEAL BREAK IS SHOWN MEAL IS EATEN WHILE WORK IS IN PROGRESS.
2. APPLICABLE TRAVEL TIME IS NOT INDICATED ABOVE.