

PACIFIC GAS AND ELECTRIC COMPANY

# 2076  
original  
**COPY**

April 23, 1975

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

Attention: Mr. L. L. Mitchell, Business Manager

Gentlemen:

Attached is a completed draft of the clarification of Title 10 - "Hours of Work" of the Agreement dated July 1, 1953, as amended.

This clarification will be used as the basis for settling those grievances on hours which have been referred to the Ad Hoc Negotiating Committee or which are in the grievance procedure and such future grievances as may occur. It is proposed that the clarification be effective on the first of the month following agreement and that it continue in effect until amended by mutual agreement or until either party has given to the other 30 days' written notice of its termination. We are submitting a separate letter summarizing the settlement of the grievances in the Ad Hoc Committee.

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. It is understood that in the event that a grievance relating to the provisions covered by the clarification is referred to arbitration the specific language of the Agreement of July 1, 1953, as amended, shall govern.

Yours very truly;

PACIFIC GAS AND ELECTRIC COMPANY

By /s/ I. W. Bonbright  
Manager of Industrial Relations

The Union is in accord with the foregoing and the attachment and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

April 30, 1975

By /s/ L. L. Mitchell  
Business Manager

# LABOR AGREEMENT CLARIFICATION

## CLERICAL AGREEMENT

### TITLE 10. HOURS OF WORK

#### I. GENERAL PURPOSES AND INTENT

This clarification provides the ground rules which the Union and Company agree will be used to implement changes of work schedules and personnel assignments under the provisions of Title 10 of the Clerical Agreement. However, it is recognized that underlying the provisions of Title 10 with regard to these changes there exists strong competing motivation; on the management's side, to serve the public adequately and economically; and on the employee's side, to permit him to plan his life around his job with some certainty. Both concerns must be taken into account when a change is planned.

##### A. Section 10.1 - Days

Section 10.1 of the Agreement defines the terms "workweek" and "basic workweek" and also provides that except for public-contact employees the basic workweek shall be either Monday through Friday or Tuesday through Saturday, and further provides that employees may be assigned to a basic workweek of Tuesday through Saturday in rotation.

##### B. Section 10.4 - Hours

Section 10.4 provides that, in general, and except as otherwise provided, the regular hours of work shall be from 8:00 AM to 5:00 PM, with one hour for lunch, and that the lunch period may be scheduled between 11:00 AM and 2:00 PM and when scheduled for less than one hour the starting and/or quitting time shall be adjusted to provide eight hours of work.

##### C. Public-Contact Employees

Section 10.2 defines a public-contact employee as one who is assigned to work in a customer services office which brings him into direct contact with the public. This definition includes employees such as counter clerks, cash receivers, customer service clerks, new business clerks, telephone service clerks, PBX operators, collectors and adjusters, but for purposes of this Title does not include meter readers. Section 10.3 goes on to state that the workweek of a public-contact employee shall be regularly scheduled and may start on any day of the week and at any hour of the day. It further states that the Company shall keep assignments of public-contact employees to work on non-consecutive work days to a minimum consistent with the rendering of adequate service to the public and, if practicable, shall assign workweeks with non-consecutive work days in rotation. Section 10.5 reiterates that public-contact employees may be regularly scheduled to work hours other than 8:00 AM to 5:00 PM.

It should be kept in mind that scheduled Sunday work or work outside the hours of 7:00 AM to 6:00 PM is to be scheduled for public-contact work only under the provisions of Sections 10.3 and 10.5.

**D. Exceptions**

Section 10.6 provides for the establishment of hours of work other than 8:00 AM to 5:00 PM for certain classifications which are listed in the section or are listed in Exhibit G. (Section 10.1 establishes days of the basic workweek.) Section 10.7 provides for the change in regular work hours at the request or direction of public authorities or a change of hours and days by agreement between Company and Union.

**E. Regular Schedule**

It is the clear intent of Sections 10.1 through 10.7, inclusive, that each employee shall have a regular schedule, that is, an employee in a classification has regularly scheduled hours of work in a regularly scheduled basic workweek within a regularly scheduled workweek. The type of scheduling arrangement applicable to a specific employee is determined by the group in which his regular classification is assigned. All scheduled hours established are intended to be fixed, but are subject to change under the conditions specified in Section II below.

**II. REGULARLY ESTABLISHED WORK SCHEDULE**

**A. Definitions**

A regularly established work schedule is one that is intended to extend for six months or more and shall be subject to change only once in such period and be defined as permanent. However, a specific group of employees shall not have its schedule changed more than twice in a 12-month period. Schedules which are intended to last less than six months shall be referred to as "temporary schedules." It should be kept in mind, however, that such designations have no effect on other Titles of the Clerical Labor Agreement (for example, Title 18 - Job Bidding, Promotion and Transfer).

**B. Establishment of New or Modified Schedules**

1. A new or modified schedule of work hours, or work days, or both, for public-contact employees or employees in classifications listed in Section 10.6 and Exhibit G may be instituted by Company upon two weeks' written notice to the Union if such schedule is intended to be permanent.
2. A new or modified schedule of work hours for employees not covered in Paragraph 1 above or public-contact employees who are performing non-public-contact work which does not begin prior to 7:00 AM or end after 6:00 PM, with a lunch period not to exceed one hour, and which is intended to be permanent may likewise be placed into effect by Company upon two weeks' written notice to the Union.
3. A new or modified work schedule which is intended to be for a period of time less than six months may be established by negotiation between Company and Union in accordance with the provisions of Subsection 10.7(b) of the Agreement.

4. The two weeks' written notice to the Union provided for in Paragraphs 1 and 2 above must set forth the reason for the new schedule. Such reason may be to accommodate "customer demand" as demonstrated by a significant increase or decrease in work caused by the public or "demand" created by computer input and output, or specific economic reasons, or any combination of these. Although Union may grieve immediately, to be timely filed a grievance concerning the provisions of this Section II.B must be filed within 30 calendar days of the start of the new schedule (Section 9.5).

### III. PROCEDURE AND APPLICABLE RATES OF PAY WHEN EMPLOYEES ARE TRANSFERRED FROM ONE SCHEDULE TO ANOTHER

#### A. General

1. Transfers from one regularly established schedule to another shall be made in such manner as to require the least practicable number of changes.
2. A change in an employee's assignment for one day or less is not considered as a transfer and the applicable provisions of Title 12 - Overtime shall apply.
3. The method of selecting an employee for transfer between schedules within a work group, whether on a promotional basis or a lateral transfer basis, shall be subject to negotiation between the Company and the Union on a local basis and a record of such local agreements shall be maintained in the Division Personnel Manager's files, as well as in the files of the Local Union. Such local arrangement shall not in any way conflict with the provisions of Title 18 of the Agreement. If no local agreement is reached, assignments will be offered in order of Service and, if there are no volunteers, assignments will be made in reverse order of Service (least first).

#### B. Permanent Changes

A change in an employee's schedule which results from his promotion to a classification having a higher maximum rate of pay will not require the payment of overtime, provided that the employee involved is not required to work more than eight hours in a day or 40 hours in a week. As much notice as possible of such changes shall be given and every effort will be made to make such changes effective on the first day of the basic workweek.

#### C. Temporary Changes of Work Schedules Which Involve an Increase in Pay

1. An employee may be assigned to a new schedule of work days or work hours at the straight rate of pay and shall be considered to be transferred at the beginning of the workweek in which the change is to occur, provided that he is given advance notice of the transfer not less than 24 hours in advance of the start of such workweek and such notice is given no later than the end of his last regular work period preceding the beginning of the workweek in which the change is to occur. Under normal circumstances this means the change will be made on a Monday and the notice must be given by the quitting time on Friday.

2. An employee who is not transferred at the start of the workweek as provided for in (1) above may nevertheless be assigned to a new schedule of work days and work hours. Following notification of such change, the employee shall report for work at the starting time of the new schedule on such day and, for the remainder of the workweek or until returned to such employee's former schedule, the employee shall work the hours of the new schedule and be paid at the overtime rate of pay for all hours outside the hours of the employee's old schedule and for time worked on non-work days of the employee's former schedule. Thereafter, for the duration of the assignment, the employee shall be considered to have been transferred and shall be paid at the straight rate of pay for work performed during the regular work hours and work days of the new schedule.

**D. Temporary Transfers Which Do Not Involve an Increase in Pay**

1. An employee may be assigned to a new schedule of work hours and/or work days. Following notification of such change, the employee shall report for work at the starting time of the next work day on the new schedule. On the first four work days of the new schedule, the employee shall be paid at the overtime rate for all work performed on the new schedule which is outside of the regular hours of work days of the former schedule. Thereafter, for the duration of the assignment, he shall be paid at the straight rate of pay for work performed during the regular hours of work on the regular work days established for the new schedule.
2. The period which comprises an employee's first four work days commences on the first work day on which he works the hours or days of the new schedule following either 24 hours' notice or notice before the end of the previous work day, whichever is later.
  - a. If he is absent from work for any reason, 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. Compensation for any of these days to which he may be entitled shall be at the straight rate of pay.
  - b. A holiday which falls on any one of the "next three work days" of any situation is not included as one of the work days in such period.

**E. Return to Regular Work Schedule**

An employee may be returned to his regular schedule of work days or hours at any time after he has been notified of such return before the end of his last work period on the work day preceding such return and he shall be paid at the straight rate of pay for the hours or days of the schedule to which he is returned.

**F. Compensation**

Compensation at the overtime rate of pay as provided for in Section III of this clarification, but which is not defined as overtime in Section 12.1, shall not be considered as overtime under the definition

contained in Section 12.1. 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. Also, in the application of Title 16 - Meals the new scheduled hours will be the same as regular hours. The provisions of Title 12 - Overtime apply to work performed outside the regular work hours or on non-work days of the new schedule and to work performed after eight hours in a work day or 40 hours in a workweek.

**IV. PART-TIME AND INTERMITTENT EMPLOYEES**

This clarification shall not apply to employees who work less than a full work day or workweek on a regularly scheduled basis or to intermittent employees. The provisions of Review Committee Decision 800 will continue to be applicable to the work schedule changes of part-time employees.

**V. VOLUNTARY EXCHANGE OF SHIFTS OR WORK PERIODS**

Clerical employees within the same classification may exchange shifts or work periods provided that any such exchange takes place within the respective workweeks of the employees involved and does not require the payment of overtime compensation, and provided, further, that employees within the same classification and work group whose schedules are established under the provisions of Subsections 10.3, 10.5, 10.6, and 10.7 (a)(b) may exchange work days and/or work hours when the supervisor in charge gives his approval prior thereto. (Added 10/1/75)