

Pacific Gas and Electric Company

215 Market Street
San Francisco, CA 94106
415/972-7000

March 13, 1990



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

Attention: Mr. Jack McNally

Gentlemen:

Attached is the Agreement for Equitable Distribution of Overtime within the Gas Service Department for San Jose Division. This agreement will cover Title 208 and 212 of the Company/Union Agreement for the Cinnabar and Edenvale Headquarters for the Gas Service Department.

This agreement was developed with a cooperative effort between Gerry Dustrud, Service Superintendent, Dennis Seyfer, IBEW Business Representative, Rich Bidinost, Shop Steward, Edenvale and Gerald Roza, Shop Steward, Cinnabar. The above parties have reviewed and concur with this agreement.

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

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By *Paul B. Bradford*
Manager of Industrial Relations

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

LOCAL UNION NO. 1245, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

April 2, 1990

By *Jack McNally*
Business Manager

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GAS SERVICE
SAN JOSE DIVISION
OVERTIME AGREEMENT
EFFECTIVE FEBRUARY 28, 1990

1. This procedure will be used in the Gas Service Headquarters within San Jose Division. It will be applicable to IBEW Physical Employees in the Division in the Gas Serviceman, Reserve Gas Serviceman, Gas Service Mechanic, and Relief Service Operator classifications (when assigned to the field).
2. The procedure will be applied in such a manner as to equitably distribute overtime at the Gas Service Headquarters within San Jose Division.
3. Details of Operation:
 - A) Each week, beginning Wednesday 2-28-90 and every Wednesday thereafter, two overtime lists will be prepared and posted for each Headquarters. One list will be titled "Emergency Overtime" and one list titled "Pre-Arranged Overtime". The Emergency Overtime lists shall consist of employees who volunteer for emergency overtime. The Pre-Arranged Overtime lists shall consist of all Service Department employees at the headquarters. These will be the official lists for the entire week involved.
 - B) Employees volunteering to work emergency overtime on a particular day shall sign up in advance on the "Sign Up" form available at their headquarters. The daily "Sign Up"s will be sequenced and called to Gas Dispatch at 9:00 am daily. Daily sign ups will remain active for a 24 hour period, from 0900 hours the day signed up until 0900 hours the following day.
 - C) Employees may specify time periods of Emergency Overtime availability (eg: No later than 12:00 midnight), and may be added or removed from the daily Emergency Overtime List by contacting Gas Dispatch no later than 1:00 pm on the particular day involved.
 - D) Weekly, on Wednesday, Gas Dispatch will list overtime worked, overtime credited as worked, and total overtime hours for each employee on the list and resequence the list for posting. Overtime so posted as worked or credited shall be actual work time, and shall not include travel time.

- E) In the event employees are called for emergency or pre-arranged overtime and refuse or cannot be reached, they will nevertheless be credited, on the appropriate lists, with the overtime received by those who actually worked. An employee off sick during his regular work hours will not be called for or credited with any overtime until he/she returns to work on a regular work day. An employee who is called for overtime but unable to work due to illness will nevertheless be credited with the overtime received by those who actually worked, but will not be called again for or credited with any further overtime until he/she returns to work on a regular workday.

An employee on vacation, already on overtime, or scheduled to work pre-arranged overtime who would have been called for an overtime assignment will not be credited with any overtime not worked. For purposes of this agreement, a vacation begins when an employee finishes his/her shift on the last scheduled workday and ends when he/she reports back to work.

NOTE: Answering machines - if encountered on an overtime callout, leave a brief message of the reason for calling, wait a brief period of time in case the employee is home but using the machine to screen calls. If no answer, treat as a refusal with no further obligation.

- F) A new hire, a return from leave of absence of more than 30 days, or an employee not previously volunteering for emergency duty will initially be credited with one hour more than the maximum on the list. (Go to the bottom of the list).
- G) An employee bidding into or demoted into the department, or coming back from extended illness of 60 consecutive days or more, or Management upgrade of 60 consecutive days or more, will be credited with the mean accumulated hours on the list. (Go to the middle of the list).
- H) For purposes of this agreement, any overtime resulting from an unanticipated extension of the work day will be recorded as emergency overtime.
- I) In the event of a situation where more than 50% of the employees at the headquarters are called out, an employee refusing or who cannot be reached will nevertheless be credited with the mean overtime hours of those actually working.
- J) To promote fairness in overtime assignments, equalizing "Fair" and "Foul" weather work, employees volunteering for emergency work will stay on the list. They may remove themselves only on 12-31 annually, and if not available for a period of time prior to removing themselves, will be treated as a refusal.

- K) Pre-arranged overtime will be allocated using the pre-arranged overtime list, or, as is often the case, offered to all qualified employees in the department. Employees will sign up by 9:00 am of the day prior to the scheduled overtime to allow scheduling and routing of the work. Employees can add or delete themselves from this voluntary list by contacting Gas Dispatch prior to 1:00 pm the day prior to the scheduled overtime. After 1:00 pm, no changes will be made except for emergencies or sickness.

Non-workday pre-arranged overtime will be in at least eight (8) hour increments, unless shorter times are authorized by a supervisor due to special circumstances.

Pre/post shift pre-arranged overtime will be in at least four (4) hour increments, unless shorter times are authorized by a supervisor due to special circumstances.

Equalization of pre-arranged overtime will be accomplished by the current method of zeroing all hours the first Wednesday of the year, and starting the new list in the sequence it ended.

- L) A pro-ration based on the percentage of employees volunteering for emergency overtime at each headquarters will be used for assigning emergency overtime. Initially, the 12-31-89 volunteer list will be used, and this pro-ration will be updated annually on 12-31 if necessary.

In using this pro-ration, the "1st Call" will be rotated weekly between the headquarters, at 9:00 am on Wednesdays to coincide with the weekly list posting. (Effective with the implementation of this agreement, the first week will be "1st Call" at the Cinnabar Headquarters.)

- M) In the event there are insufficient volunteers for emergency overtime on a given day, appointments will be utilized. Each headquarters will maintain their current appointment lists. The first appointment will be at the headquarters currently having the "1st Call" for the week.

Appointments will be based on the additional overtime needed after exhausting all volunteers at the headquarters in the Division, via the emergency overtime pro-ration.

A separate appointment pro-ration based on total available manpower at each headquarters will be used for appointments only. Relief Service Operators and Reserve Gas Servicemen are excluded. This pro-ration will be updated annually on 12-31 if necessary.

- N) For clarification, due to their dual status, Reserve Gas Servicemen are not on the emergency overtime or appointment lists. They may sign up daily for emergency and/or pre-arranged overtime, and will be used if insufficient Servicemen have volunteered and they are qualified for the work scheduled.
- O) The initial emergency and appointment pro-rations are attached for implementation, based on 12-31-89 data.
- P) It is understood that, due to the nature of Gas Service work, weekend overtime between 12:00 am and 8:00 am will be assigned to the Serviceman on call without regard to overtime lists. Also, that there will, for periods of time, be mandatory extended days and/or mandatory non-workday overtime for all service employees. This will be kept to a minimum consistent with providing customers with requested services.
- Q) Due to the nature of this overtime agreement, and the fact that overtime assignments are often made by bargaining unit Gas Service Operators in emergency situations: no by-pass will be paid due to unintentional error on the part of Gas Service Operators.

The affected employee will, at his option, be offered the equivalent overtime on his/her next regularly scheduled non-workday. If refused, no further action will be taken. Section Q applies for 180 days from the date of implementation.

Attachments (2)

VOLUNTEER OVERTIME PRO-RATION
SAN JOSE DIVISION
EFFECTIVE 1-1-90

EXISTING VOLUNTEERS: CINNABAR 26 SERVICEMEN = 59%
 EDENVALE 18 SERVICEMEN = 41%

VOLUNTEER SELECTION:

SERVICEMEN REQUIRED	1	2	3	4	5	6	7	8	9	10
CINNABAR (59%) =	-	1	2	2	3	4	4	5	5	6
EDENVALE (41%) =	<u>1*</u>	1	1	2	2	2	3	3	4	4

* If only one volunteer needed, select from headquarters currently having "1st Call" for emergency overtime. If more than one, use above pro-ration for the number needed. If there are insufficient volunteers at one headquarters, utilize available volunteers at the other headquarters.

If, in total, there are insufficient volunteers, use all volunteers and proceed to the appointment pro-ration to select the additional manpower needed.

EXAMPLES:	<u>M/P NEEDED</u>	<u>PRO-RATION</u>	<u>VOLUNTEERS</u>	<u>SELECT</u>
	5 Men	3 CB 2 EV	4 CB 4 EV	3 CB 2 EV
	5 Men	3 CB 2 EV	2 CB 4 EV	2 CB 3 EV
	5 Men	3 CB 2 EV	1 CB 1 EV	1 CB 1 EV Go to Appt. Pro-ration; 3 Addl. men needed, Appoint 2 CB, 1 EV.

APPOINTMENT PRO-RATION
 SAN JOSE DIVISION
 EFFECTIVE 1-1-90

EXISTING DISTRIBUTION: CINNABAR 43 SERVICEMEN = 69%
 EDENVALE 19 SERVICEMEN = 31%

APPOINTMENT DISTRIBUTION:

SERVICEMEN REQUIRED	1	2	3	4	5	6	7	8	9	10
CINNABAR (69%) =	-	1	2	3	3	4	5	6	6	7
EDENVALE (31%) =	<u>1*</u>	1	1	1	2	2	2	2	3	3

* If only one appointment needed, select from headquarters currently having "1st Call" for emergency overtime. If more than one, use above pro-ration for the number needed. Manpower requirements exceeding 10 would be allocated by starting through the pro-ration again (see example).

This pro-ration to be utilized solely for appointments, starting at the point all available volunteers have been utilized.

EXAMPLES: All volunteers utilized, six (6) additional men required.
 6 Men required, appoint 4 Cinnabar and 2 Edenvale.

All volunteers utilized, one (1) additional man required.
 1 Man required, appoint 1 at headquarters having "1st Call" for week.

All volunteers utilized, 12 additional men required.
 12 Men required, appoint 8 Cinnabar (7 + 1) and
 4 Edenvale (3 + 1).