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PACIFIC GAS AND ELECTRIC COMPANY

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February 2, 1973

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:

This letter cancels and supersedes our letter agreement dated August 31, 1972 on the same subject.

Attached is the completed revision of the Clarification of Titles 202, 205 and 208 of the Agreement dated September 1, 1952, relating to the Utilization of Relief Service Operators and the Hours of Relief Service Operators.

As with other clarifications, Company considers this clarification as a consultative approach to solving problems arising in the administration and interpretation of the Agreement. It is therefore 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 September 1, 1952 shall govern.

It is proposed that the clarification be effective April 1, 1973 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.

It is not Company's intent to disturb existing relief schedules; therefore, Company proposes that present relief schedules continue in effect, the provisions of this clarification notwithstanding.

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 W. P. Aubright
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

By L. L. Mitchell
Business Manager

March 8, 1973

LABOR AGREEMENT CLARIFICATION

SUBJECT: TITLE 202 - HOURS (RELIEF SERVICE OPERATORS)

PART I

UTILIZATION OF RELIEF SERVICE OPERATORS

A. PURPOSE

It is the Company's intent to eliminate the use of dual classifications and to minimize both the number of temporary upgrades and the number of schedule transfers required of Gas Service employees. To implement such intent, Company, where required, will establish the classification of Relief Service Operator. (At locations where Service Operators are scheduled on 7 days a week, 24 hours a day, sufficient Relief Service Operator classifications shall be established to provide vacation and other necessary relief.) The vacation relief period will be assumed to be a 39-week period. At locations, within the above intent, where Relief Service Operators are not established, relief shall be accomplished under the provisions of Title 202 - Hours of the Agreement and the clarification of such Title dated April 1, 1965.

B. FILLING TEMPORARY VACANCIES, INCLUDING REPLACEMENT OF AN ABSENT EMPLOYEE

An absent employee is one who is (a) off work and absent from Company's premises, (b) temporarily assigned to a classification not in the bargaining unit, or (c) assigned to a training program which results in his being off the schedule.

Subsection 205.3(a) of the Agreement provides in part that in making temporary assignments to fill job vacancies, Company shall first consider employees in the Relief Service Operator classification, and then consider the qualified employees at the headquarters in which the job vacancy exists in order of their preferential consideration under Section 205.7. At locations where the Relief Service Operator classification has been established, the everyday application of the foregoing will be on the following basis:

1. Replacing an Absent Employee for Periods of Less Than Four Weeks:

When a temporary vacancy exists and Company elects to fill such vacancy for that work period, the foregoing will be applied in the following sequence:

- (a) An employee in the Relief Service Operator classification shall be assigned to the vacancy if such Relief Service Operator is available. Such Relief Service Operator shall be considered available at any hour of the day and on any day of the week unless:

- (1) he is sick,
 - (2) he is on vacation,
 - (3) he has made other arrangements with his supervisor in advance,
 - (4) he is already committed to the extended (one week or more) relief of another Service Operator,
 - (5) such assignment would require him to work more than 16 consecutive hours or would provide less than 8 hours off before the work period immediately following a work period of 12 or more consecutive hours, or
 - (6) there is no employee in this classification in the headquarters.
- (b) Whenever a Relief Service Operator is not "available," a Service Operator shall be assigned to provide the required relief in the following order:
- (1) If the vacant work period is part of continuous 24-hour coverage:
 - a) Call in the Service Operator who is on his nonwork days.
 - b) Split the vacant work period by extending the work period of the employee on the previous work period and call in the employee scheduled to work the following work period, such employees to equally divide the work period.
 - c) Assign the employee who worked the previous work period to the vacancy.
 - d) Call in the Service Operator scheduled to work the following work period. It should be noted that this method may require the payment of 8 hours at the overtime rate during the employee's regular work period under the provisions of Section 208.11.
 - e) When the temporary vacancy cannot be filled in accordance with the above, a qualified employee may be upgraded. Such assignment will be in accordance with the provisions of the Labor Agreement Clarification dated April 1, 1965 on Title 202-Hours. It is anticipated that such assignments will generally be made at the break in the workweek with proper notice because of overtime requirements in the above clarification for changes made during a workweek.
 - (2) If the vacant work period is part of a schedule of less than 24 hours:
 - a) Call in the Service Operator who is on his nonwork days.

- b) If the vacancy is in the first work period, call in an Operator on the following work period.
- c) If the vacancy is on the second work period, assign an Operator working the previous work period.
- d) When the temporary vacancy cannot be filled in accordance with the above, a qualified employee may be upgraded. Such assignment will be in accordance with the provisions of the Labor Agreement Clarification dated April 1, 1965 on Title 202-Hours. It is anticipated that such assignments will generally be made at the break in the workweek with proper notice. Such assignment shall be for the duration of the absent employee's absence because of overtime requirements in the above clarification for changes made during a workweek.

2. Relief for Prolonged Periods:

Under the provisions of Section 202.16 of the Agreement, Company and Union agree that an assignment of an employee other than a Relief Service Operator for the filling of a temporary vacancy for a period of time which will extend for 28 calendar days or more, may be made by upgrading and by transferring the upgraded employee to the schedule of the employee he is replacing. Such assignment is subject to the following conditions:

- (a) The assignment shall be for the duration of the absent employee's absence once the determination is made that such absence will be for a prolonged period (28 calendar days or more).
- (b) Selection of the employee to be upgraded will be in accordance with the principles of Section 205.3 other than by use of a Relief employee.
- (c) Compensation of the upgraded employee will be in accordance with the provisions of Paragraph II of the "Hours Clarification" dated April 1, 1965.

- 3. When an employee, including a day employee, is returned to the schedule for his regular classification, such transfer shall be made in accordance with the provisions of Section 208.18, but in any case only after he has been given notice before the end of his last regular work period on the workday preceding his return and Section 202.3 of the Agreement shall apply.

C. OTHER ASSIGNMENTS OF RELIEF SERVICE OPERATORS

Any assignment of a Relief Service Operator to a schedule other than his own where he is not assigned specifically to fill a temporary vacancy will not be considered a Relief assignment within the meaning of Section 208.20 of the Agreement, but will be considered as an overtime assignment and be compensated under the provisions of Section 208.1.

D. APPOINTMENTS TO RELIEF SERVICE OPERATOR CLASSIFICATIONS

1. When a vacancy occurs in a Relief Service Operator classification, Company will select from the employees in the Service Operator classification at the headquarters of the relief vacancy an employee to be appointed to the job vacancy. The provisions of Title 205 of the Agreement with respect to seniority and qualifications shall be applicable to such selections. Where the Relief Service Operator relieves in more than one headquarters, all the Service Operators in those headquarters shall be considered for the vacancy.
2. If none of the employees in the Service Operator classification at the headquarters of the vacant relief job accepts appointment to the Relief Service Operator classification, the vacancy will be filled in accordance with the normal procedure provided for in Title 205.
3. When it is necessary to post a Relief vacancy in the Employment Bulletin, it will be designated as a Relief classification.
4. A Relief Service Operator is considered as a Service Operator for bidding purposes and he may transfer to such base classification at his headquarters at any time when there is a vacancy in such classification by making his preference known to his supervisor. If more than one Relief Service Operator at a location desires to fill a vacancy in a Service Operator classification, the employee with the greater classification seniority shall have preference.
5. A Relief Service Operator and a Service Operator at the same location may permanently exchange jobs. If more than one Service Operator at the location desires to exchange jobs with a Relief Service Operator, the employee with the greater classification seniority shall have preference.

E. HEADQUARTERS OF RELIEF SERVICE OPERATORS

For purposes of Section 202.19 of the Agreement, reporting practices in use as of the effective date of this agreement shall be retained. Future changes in reporting practices shall be negotiated at the local level.

PART II

HOURS OF RELIEF SERVICE OPERATORS

A. REGULAR SCHEDULES

1. Section 208.20 states that an employee who is classified to perform the duties of relief shall be available for duty in revolving shifts on any day of the week, and may be assigned for the relief of any work period without advance notice. Nevertheless, Relief Service Operators have regularly scheduled workhours, workdays and workweeks.

The regularly scheduled workdays and nonworkdays shall be a 5 and 2 arrangement with one-week cycle. It shall normally be a Monday-Friday basic workweek schedule; however, other arrangements may be established by agreement between Company and Union.

2. A Relief Service Operator reports as regularly scheduled unless called upon to provide a relief assignment for another Service Operator. The rescheduling of days off is clarified in paragraphs D and E hereof. The conditions regarding changes of hours are outlined in Section 208.20.

B. RELIEF ASSIGNMENTS

1. When providing relief necessitated by the absence of a Service Operator, Section 208.20 provides for the assignment of a Relief Service Operator at the straight rate of pay to any one work period of the schedules in the 24-hour day period. Such assignment does not require the 24-hour advance notice which is given to other Service employees under Section 208.18.
2. However, if an assignment is such that it requires a Relief Service Operator to report for duty without having had 12 hours off since the end of his last preceding work period, he is paid at the overtime rate for any time worked until 12 hours have elapsed from the end of his last preceding work period. (A work period is defined as any 8-hour shift or extension thereof.)
3. The regular workhours of a Relief Service Operator may be changed by reason of a relief assignment. In such case, his regular workhours are those of the first full work period relieved by him in the 24-hour day period, even though all or part of such work period may be compensated at the overtime rate of pay.
4. A situation may occur where the Relief Service Operator is needed for relief but he cannot be contacted before reporting to work on his regular schedule or where the need for a relief assignment arises after he has been working for a period of time on his regular daily schedule. In such cases, he may be assigned to the relief of another work period and have his regular hours rescheduled, provided he will have had at least 6 hours off between his release from duty and the starting time of the work period to which he is being reassigned. The time involved in reporting for work at his regular hours as originally scheduled is then paid at the overtime rate and treated as an emergency call outside of workhours under Section 208.8. Should he not have 6 hours off between the time he is notified that he will be needed for the next work period and the time he reports for such work period, he works his regular schedule and the relief assignment is paid at the overtime rate.

C. TRAVEL TIME

1. Occasionally, questions arise concerning the payment of travel time from home to headquarters for a Relief Service Operator.

(a) Where he is assigned to start work at the straight rate of pay, no travel time is involved.

(b) However, if he starts work at the overtime rate, travel time from home to the headquarters is to be included as time worked.

2. A Relief Service Operator may be called upon for a relief assignment without having had 12 hours off after his last preceding work period. When this occurs, he is paid overtime compensation for actual travel time in connection with the assignment, except that if such 12-hour period elapses prior to the completion of the work for which he has been called, the employee is paid overtime compensation for actual travel time only from his home.
3. Travel time from a Relief Service Operator's headquarters to his home is paid where he performs work at the overtime rate of pay on a nonworkday or wholly outside of his regular workhours for that workday.

D. REDESIGNATION OF NONWORKDAYS

1. A Relief Service Operator may be assigned to relieve on his regular nonworkdays. Where this occurs, a regular nonworkday may be redesignated as a workday and a new nonworkday scheduled in the workweek. In rescheduling a nonworkday, it is done in such manner as to provide consecutive nonworkdays in the workweek and the provisions of Section 202.3 shall be observed. The situations which can be encountered are as follows:

| | S | M | T | W | T | F | S | S | M | |
|----------------------|---|---|---|---|---|---|---|---|---|------|
| (a) Regular Schedule | X | 8 | 8 | 8 | 8 | 8 | X | X | 8 | etc. |
| Revised Schedule | 8 | 8 | 8 | 8 | 8 | X | X | X | 8 | etc. |
| (b) Regular Schedule | X | 8 | 8 | 8 | 8 | 8 | X | X | 8 | etc. |
| Revised Schedule | X | X | 8 | 8 | 8 | 8 | 8 | X | 8 | etc. |

2. If a situation arises where the Company cannot provide a relief in accordance with the schedules in D1(a), (b) hereof, the Relief Service Operator works his regular schedule and is assigned the nonworkday relief at the overtime rate as an extra work period in the workweek.

E. VACATION OR OTHER EXTENDED RELIEF

1. For vacation relief, or for other extended periods of relief where applicable, a Relief Service Operator may be assigned to the schedule of the employee being relieved, including the nonworkdays of such schedule, on the basis of a workweek or series of workweeks. He shall be compensated at the overtime rate of pay for any time worked during the first work period of the assignment which is within 12 hours of the end of his last preceding work period. During the course of the assignment, he is not subject to the conditions of a Relief Service Operator, and except for his rate of pay, assumes the conditions of the employee being relieved.

2. In situations where the duration of an absence is known in advance, more than one Relief Service Operator may be assigned to the schedule of the employee who is being relieved on an extended basis. Such assignments will be made on the basis of full workweeks; that is, that the first Relief Service Operator may be relieved by the second Relief Service Operator at the break in the workweek involved in the schedule of the employee who is absent.

In situations when the duration of an absence is known, the assignment of Relief Service Operators will be scheduled in advance of the absence and the person or persons so assigned will provide the relief in accordance with the prearranged schedule.

3. Relief assignments for period of less than a workweek may be made as follows:

- (a) When the days on which relief is to be provided are the regular workdays of the Relief Service Operator, he retains his regular schedule of workdays and nonworkdays, but assumes the regular workhours of the employee being relieved, if they are other than his own.

| | | | | | | | |
|-------------------------------|---|---|---|---|---|---|---|
| <u>Example:</u> | S | M | T | W | T | F | S |
| Schedule of Employee Relieved | X | X | V | V | V | V | 8 |
| Regular Relief Schedule | X | 8 | 8 | 8 | 8 | 8 | X |

- (b) When the relief assignment includes only one of the Relief Service Operator's regular nonworkdays, but does not include the day, if any, in conjunction with his other regular nonworkday, his regular nonworkday on which relief is to be provided may be redesignated as a workday and the day in conjunction with his other regular nonworkday may be redesignated as a nonworkday.

| | | | | | | | |
|-------------------------------|---|---|---|---|---|---|---|
| <u>Example:</u> | S | M | T | W | T | F | S |
| Schedule of Employee Relieved | 8 | 8 | X | X | V | V | V |
| Regular Relief Schedule | X | 8 | 8 | 8 | 8 | 8 | X |
| Revised Relief Schedule | X | X | 8 | 8 | 8 | 8 | 8 |

- (c) When the relief assignment includes only one of the Relief Service Operator's regular nonworkdays and also includes the day, if any, in conjunction with his other regular nonworkday, he shall work his regular schedule and be assigned the nonworkday relief at the overtime rate as an extra work period in the workweek.

| | | | | | | | |
|-------------------------------|---|---|---|---|---|---|---|
| <u>Example:</u> | S | M | T | W | T | F | S |
| Schedule of Employee Relieved | V | X | X | V | V | V | 8 |
| Regular Relief Schedule | X | 8 | 8 | 8 | 8 | 8 | X |
| Revised Relief Schedule | 8 | 8 | 8 | 8 | 8 | 8 | X |

| | S | M | T | W | T | F | S |
|-------------------------------|---|---|---|---|---|---|---|
| Schedule of Employee Relieved | X | X | 8 | V | V | V | 8 |
| Regular Relief Schedule | 8 | 8 | 8 | 8 | 8 | X | X |
| Revised Relief Schedule | 8 | 8 | 8 | 8 | 8 | 8 | X |

- (d) When the relief assignment includes both of the Relief Service Operator's regular nonworkdays, he may be assigned to the schedule of the employee being relieved, including the nonworkdays of such schedule, for the workweek. On the day, or days, on which relief is not required, he shall work his own regular workhours.

Example:

| | S | M | T | W | T | F | S |
|-------------------------------|---|---|---|---|---|---|---|
| Schedule of Employee Relieved | 8 | V | X | X | V | V | V |
| Regular Relief Schedule | 8 | 8 | 8 | 8 | 8 | X | X |
| Revised Relief Schedule | 8 | 8 | X | X | 8 | 8 | 8 |

- (e) If it is not known, in advance of the regular nonworkdays in the schedule of the employee being relieved, on which day the relief assignment may be completed (such as may be the case in sick leave relief), the Relief Service Operator may be assigned to the schedule of the employee being relieved, including the nonworkdays of such schedule, although this may result in his working one or both of his regular nonworkdays at other than relief.

Example:

| | S | M | T | W | T | F | S |
|-------------------------------|---|---|---|---|---|---|---|
| Schedule of Employee Relieved | S | S | X | X | S | 8 | 8 |
| Regular Relief Schedule | 8 | 8 | 8 | 8 | 8 | X | X |
| Revised Relief Schedule | 8 | 8 | X | X | 8 | 8 | 8 |

F. DISTRIBUTION OF OVERTIME

Distribution of overtime is provided for in Sections 208.16 and 212.1. However, since the primary purpose of the Relief Service Operator classification is for relief duty, employees so classified should be assigned such duty, when available, and such overtime worked by them shall not be equalized in the distribution of overtime for other employees.