



# LETTER AGREEMENT No.



Pacific Gas and Electric Company  
Industrial Relations Department  
201 Mission Street, 1513A  
San Francisco, California 94105  
[415] 973-3420

92-35-PGE

International Brotherhood of  
Electrical Workers, AFL-CIO  
Local Union 1245, IBEW  
P.O. Box 4790  
Walnut Creek, California 94596  
[415] 933-6060

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Ronald L. Bailey, Manager or  
David J. Bergman, Director and Chief Negotiator

Jack McNally, Business Manager

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March 12, 1992

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

Attention: Mr. Jack McNally, Business Manager

Gentlemen:

This letter of agreement cancels and supercedes R2-91-167-PGE.

In order to provide a permanent and consistent approach to ENCON's nine-hour, nine-day schedules, Company proposes, pursuant to Subsection 302.7(e)(2) of the Physical Agreement, that the following provisions be applicable to all such schedules implemented after the date of signature of this Agreement.

1. Initial Establishment of Shifts

- (a) Shift schedules for specific locations will be established through local letters of agreement, to be signed by Union's local Business Representative and Company's local Human Resources representative. Each local agreement will include the following information:
  - location and department involved
  - those employees and classifications affected
  - start and stop dates
  - applicable work schedules for involved employees
- (b) The number of employees working at a location shall not be reduced due to the establishment of a nine-hour, nine-day schedule unless otherwise agreed to by the Union.
- (c) Any local agreement not conforming to the guidelines in 1(a) and 1(b) above will be considered invalid, with the affected employees to be returned immediately to the schedule in effect immediately previous to the implementation of the invalid agreement. Company will be liable for any pay adjustments made necessary by the invalidation of a local 9-hour schedule agreement for all hours worked outside of the valid work schedule.

- (d) When local nine-hour schedules are instituted, appropriate arrangements will be made in accordance with Letter of Agreement 88-62-PGE and the procedures established by the Joint Committee for the regular tracking and reporting of cost and productivity factors associated with these schedules.
- (e) Copies of all such productivity/expense reports as described in 1(d) above shall be forwarded to Company's Industrial Relations Department in San Francisco and Union's Walnut Creek headquarters.

2. Schedule

The "Nine-80" schedule is based on a two workweek cycle.

Week 1: Four nine-hour days, one eight-hour day: 44 hours

Week 2: Four nine-hour days, one day off: 36 hours

Example

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
Week 1	X	9	9	9	9	8	X
Week 2	X	9	9	9	9	X	X
Repeat Week 1							
Repeat Week 2							

In this example, every other Friday is a non-scheduled day. The non-scheduled day off will be the same day every other week. For some employees, every other Monday would be a non-scheduled day. Time card employees must turn in a time card on scheduled days off using an "X" in the hour column with "Regular Day Off" in the description column.

Schedules may be established using the 44/36-hour workweek cycle with other designated non-scheduled and non-workdays, provided such days are consecutive.

3. Meals

Lunch period will normally be four and one-half hours after start. However, consistent with Section 302.5, the regular lunch period may be advanced or delayed up to one-half hour by the supervisor without the payment of overtime.

4. Overtime Meals

Overtime meals shall be in accordance with Title 104.

5. Wages

Each individual agreement shall establish adjusted wage rates that provide the same compensation during any cycle equivalent to the current compensation for 40-hour workweek for the same number of weeks.

**6. Overtime**

- (a) No overtime will be paid for hours worked during regularly scheduled hours on regularly scheduled workdays. In all other instances, overtime will be paid at appropriate rate.
- (b) General: Overtime will be paid in accordance with the provisions of Sections 308.1 and 308.2, except that for purposes of this agreement, Item (b) under 308.1 shall be revised as follows: (b) time worked in excess of regular scheduled hours on a workday.

**7. Upgrades**

In the "Schedule" example, the normal practice shall prevail Monday through Thursday. On Fridays, upgrades will be made among all personnel working the same hours.

**8. Sick Leave, Vacation Holidays, Jury Duty and Funeral Leave**

Sick leave, jury duty, funeral leave and vacation will be converted to hours. An employee who is off for either will be charged for eight or nine hours (as appropriate for the individual's schedule), subject to the following conditions:

- (a) Sick Leave - Employees shall be charged in increments of one hour.
- (b) Vacation - An employee, upon returning to the regular eight-hour workday, may elect: to have Company purchase any remaining fractions of less than a full day or may elect to take a full day off and be paid only for that amount of fractional vacation allowance due. Employees remaining on eight/nine hour day at the end of a year will automatically have any fractional vacation allowance deferred to the following year.
- (c) Holidays - Eight or nine hours' pay will be paid for holidays. The provisions of Sections 103.6 shall apply to holidays on the employee's non-workday (utilizing the eight/nine hour credit as applied in Item No. 2 above).

For schedules which begin or continue into a new calendar year, eight or nine hours pay will be paid for the following holidays (depending on the employee's work schedule and date of holiday):

New Year's Day	(January 1)
Washington's Birthday	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving	
Christmas Day	(December 25)
Floating Holiday	

In order to maintain the same total number of hours of pay for holidays, two of the three Floating Holidays have been eliminated, and the Company will purchase the remaining hours of fractional holiday pay each year.

Schedules which begin at other than the beginning of a calendar year will result in the employees maintaining their current number of holidays for that year.

9. Disciplinary Layoffs

Under Positive Discipline, the Company will provide either paid nine-hour or eight-hour Decision Making Leaves depending on the individual's schedule.

Either the Company or Union reserves the right to return to the five-day, eight-hour shift schedule by giving a 30-day written notice.

Proposed agreements which deviate from the foregoing provisions require execution by the Manager of Industrial Relations and Union's Business Manager.

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

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By   
Director and Chief Negotiator

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

April 6, 1992

By   
Business Manager