



# LETTER AGREEMENT

## No. 93-9-PGE



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

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

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

Jack McNally, Business Manager

19 January 1993

Pacific Gas & Electric Company  
201 Mission Street, Fifteenth Floor  
San Francisco, California 94105

Attention: Mr. David Bergman  
Director of Industrial Relations

Gentlemen:


Letter Agreement R1-92-111-PGE clarified holiday pay for employees under the "nine-80" schedules as described in Letter Agreement R2-90-235-PGE, providing the opportunity for employees on these schedules to forfeit only one floating holiday instead of two.

Union proposes that this application of holiday pay described in Letter Agreement R1-92-111-PGE be extended to ENCON employees on nine day/nine hour schedules as provided in Letter Agreement R2-91-167-PGE.

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 Union.

Very truly yours,


LOCAL UNION 1245, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

By:   
Jack McNally  
Business Manager

The Company is in accord with the foregoing and agrees thereto.

PACIFIC GAS & ELECTRIC COMPANY

2-1-, 1993

By:   
David J. Bergman  
Director and Chief Negotiator





# LETTER AGREEMENT No.



Pacific Gas and Electric Company  
Industrial Relations Department  
215 Market Street  
San Francisco, California 94106  
[415] 973-1125

R2-91-167-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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December 23, 1991

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:

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) 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 nine-hour schedule agreement for all hours worked outside of the valid work schedule.

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

 2, 199<sup>2</sup>

By   
Business Manager



# LETTER AGREEMENT

## No. R1-92-111-PGE



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

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

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

Jack McNally, Business Manager

September 15, 1992

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

Attention: Jack McNally, Business Manager

Gentlemen:

The purpose of this letter is to further clarify holiday pay of employees under the "nine-80" schedule as described in Letter Agreement R2-90-235. The Company proposes, in certain situations, employees be allowed to forfeit only one floating holiday instead of the two floating holidays currently specified in Letter Agreement R2-90-235.

Currently, all employees are entitled to ninety-six hours of holiday pay, which is the equivalent to twelve eight-hour holidays. In an eight-hour pay schedule, floating holidays are split up into three holidays and the nine fixed holidays listed below:

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 1)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving	
Christmas Day	(December 25)

Broken up into hours the holiday pay amounts to 96 hours:

9 Fixed Holidays x 8 hours a day	=	72 Hours
3 Floating Holidays x 8 hours a day	=	<u>24 Hours</u>
		<b>96 Hours Total Holiday Pay</b>

The above holiday schedule does not accommodate workers under the "nine-80" work week because, under this schedule, most days are nine hours instead of the above example of eight hours. The "nine-80" work week has both nine and eight-hour work days, as a result, the Company and Union have decided, in Letter Agreement R2-90-235, that the employee under the "nine-80" work week must forfeit two of the three floating holidays and be paid for the remaining hours at the end of the year. An example of an all nine-hour holiday schedule is listed below:

9 Fixed Holidays x 9 hours a day	=	81 Hours
1 Floating Holiday x 9 hours a day	=	<u>9 Hours</u>
		90 Hours
		6 Hours Back Pay

Under this agreement the employee is entitled to only one floating holiday even if they have more than one full day of back pay.

The Company proposes, as soon as an employee has secured eight or more hours of back pay, they may opt to convert this holiday pay into an additional second floating holiday.

The accumulation of additional holiday pay will occur only when the employees fixed or floating holidays fall on eight-hour days. The following is an example of an employee who works eight hours every other Monday, while alternate Mondays are non-work days. In this example four fixed holidays land on eight-hour Mondays:

<u>Holiday</u>	<u>Date / Day</u>	<u>Holiday Pay</u>
New Year's Day	(January 1)	9 hours
Washington's Birthday	(Third Monday in February)	8 hours
Memorial Day	(Last Monday in May)	8 hours
Independence Day	(July 4, Saturday, becomes floating holiday taken on Monday)	8 hours
Labor Day	(First Monday in September)	8 hours
Veterans Day	(November 11)	9 hours
Thanksgiving Day	(Fourth Thursday in November)	9 hours
Friday after Thanksgiving		9 hours
Christmas Day	(December 25)	9 hours
Floating Holiday		9 hours

In this example the employee receives a total of eighty-six holiday hours. Therefore, the employee will receive ten hours of back pay. This broken down further below:

5 Fixed Holidays x 9 hours a day	=	45 Hours
1 Floating Holiday x 9 hours a day	=	9 Hours
4 Fixed Holidays x 8 hours a day	=	<u>32 Hours</u>
		86 Hours Total Holiday Pay
		10 Hours Back Pay

In this example the employee has the option to either receive ten hours of back pay or take an additional floating holiday of either eight or nine hours and receive the remaining time (one or two hours) as back pay.



The employee may exercise this option as soon as it is apparent they will have the sufficient hours to enable them to take the additional floating holiday.

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

Very truly yours,

PACIFIC GAS AND ELECTRIC COMPANY

By   
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

Nov 12, 1992

By   
Business Manager

